

City Council of Hyattsville, Maryland

AGENDA

City Council Regular Meeting

Monday, August 5, 2019

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](#)

[Kevin Ward, Council President, Ward 1](#)

[Carrianna Suiter, Council Vice President, Ward 3](#)

[Bart Lawrence, Ward 1](#)

[Robert S. Croslin, Ward 2](#)

[Danny Schaible, Ward 2](#)

[Ben Simasek, Ward 3](#)

[Edouard Haba, Ward 4](#)

[Daniel Peabody, Ward 4](#)

[Joseph Solomon, Ward 5](#)

[Erica Spell, Ward 5](#)

ADMINISTRATION

Tracey E. Douglas, City Administrator

Laura Reams, City Clerk, 301-985-5009, lreams@hyattsville.org

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

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

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

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

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

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

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

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

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

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



[Twitter](#)



[Facebook](#)



[Instagram](#)



[Vimeo](#)

1.Call to Order and Council Roll Call

2.Pledge of Allegiance to the Flag

3.Approval of Agenda

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

5.Presentations (8:20 p.m. - 9:30 p.m.)

5.a) City Administrator Update (10 minutes)

HCC-42-FY20

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

5.b) City Treasurer Update (5 minutes)

HCC-54-FY20

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

5.c) Community Sustainability Plan: 2019 Progress Report (20 minutes)

HCC-39-FY20

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[2019 Progress Report Final Draft 8.7.18.pdf](#)

5.d) DSP-19039 - 3599 East-West Highway (20 minutes)

HCC-40-FY20

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[DSP-19039 - 3599 East West Hwy - Discussion Memo - Final.docx](#)

[NSR DSP Plan Set.pptx](#)

[NSR Statement of Justification for DSP.pdf](#)

[NSR DRD Application.pdf](#)

[NSR DSP Plan Set.pdf](#)

[Planning Committee Minutes - 04.18.2017 Adopted.pdf](#)

6.Consent Items (9:30 p.m. - 9:35 p.m.)

6.a) Annual Motorola Service Agreement

HCC-2-FY20

I move that the Mayor and Council authorize the expenditure of \$30,383.75 for the renewal of the Annual Motorola Service Agreement for maintenance on our Dispatch Console, Portable and Mobile radios.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Motorola Service Agreement FY20.pdf](#)

6.b) Replacement of Streets Vehicle ST31

HCC-31-FY20

I move that the Mayor and Council authorize the expenditure of FY20 Capital Improvement Funds in an amount not to exceed \$60,000 for the purpose of purchasing a 2020 Chevrolet Silverado from Criswell Chevrolet, utilizing the Montgomery County Contract Rider, Contract Number 1065341.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Hyattsville City 3500 sales proposal - 2019-07-18T152517.261.pdf](#)

[Chevy Renewal Exp 6-2-2020.pdf](#)

6.c) Surplus Video Equipment

HCC-34-FY20

I move that the Mayor and Council deem as surplus the video equipment listed below and make it available for sale.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

6.d) Hyattsville Life and Times Contract

HCC-35-FY20

I move that the Mayor and Council approve the FY20 contract for advertising in the Hyattsville Life and Times at a cost not to exceed \$28,680.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

6.e) Teen Center Tutoring

HCC-36-FY20

I move that the Mayor and Council approve the FY20 contract with Northstar Tutoring to provide tutoring and mentorship management at a cost not to exceed \$60,000 in support of the City's teen programming.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

6.f) Site Survey for Teen Center

HCC-37-FY20

I move that the Mayor and Council approve the purchase of a site survey for the new teen center building from JMT at a cost not to exceed \$15,944.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

6.g) ADA Sidewalk Improvements on 43rd Ave**HCC-38-FY20**

I move that the Mayor and Council authorize an expenditure not to exceed \$70,000 with NZI Construction Corp under the existing contract, to remove the existing sidewalk on 43rd Ave from Jefferson Street to Gallatin Street and replace with an ADA compatible 6' sidewalk with ramps where needed.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Proposal 43rd Ave ADA Modifications 7-23-19.pdf](#)

6.h) Contract for Services: Affordable Housing Strategy**HCC-41-FY20**

I move that the Mayor and Council to authorize the City Administrator to execute a contract for services with Enterprise Community Partners for the purpose of developing an affordable housing strategy for the City of Hyattsville, at a cost not to exceed \$90,000, upon the review and approval by the City Attorney for legal sufficiency.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Memo - Affordable Housing Strategy Consultant - 7.30.2019.doc](#)

[Enterprise FAQs.pdf](#)

6.i) Low Impact Design Center Contract Extension for DNR Community Resiliency Grant**HCC-32-FY20**

I move that the Mayor and Council authorize the City Administrator to approve a contract with the Low Impact Design Center to facilitate the Maryland Department of Natural Resources, Community Resiliency Grant, at a cost not to exceed \$15,784.00, upon the review and approval by the City Attorney for legal sufficiency.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Hyattsville GIRG Contract Draft 072517.docx](#)

6.j) Replacement of Solid Waste Vehicle SW61**HCC-29-FY20**

I move that the Mayor and Council authorize the expenditure of FY20 Capital Improvement Funds in an amount not to exceed \$220,000 for the purpose of purchasing a Leach 25 Yard 2-R III Demolition Body trash truck from GrandTurk Equipment off of the Sourewell Mobile Collection Vehicle Contract #11214-LEG.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[City of Hyattsville Leach Quote.pdf](#)

[Sourcewell Acceptance and Award-Labrie-112014.pdf](#)

[Sourcewell Labrie 112014-5th Year Extension.pdf](#)

6.k) Surplus of Police Bicycles

HCC-43-FY20

I move that the Mayor and Council authorize the surplus of five (5) old and outdated Trek SLR mountain bicycles be sold on GovDeals.com.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

6.l) Appointment to ATHA, Inc's Governing Board

HCC-46-FY20

I move the Council approve the Mayor's appointment of Councilmember Ben Simasek to serve as the City of Hyattsville's representatives to the Governing Board of the Anacostia Trails Heritage Area, Inc. In his absence, Councilmember Robert Croslin will serve as the City's Alternate Representative. Both appointments shall be a term of two-years or until August 1, 2021.

Lead Sponsor: Hollingsworth

Co-Sponsor(s): N/A

[ATHA 2019 Letter of confirmation.doc](#)

6.m) Wells Blvd Green Street Design - Soil Borings and Subsurface Analysis

HCC-47-FY20

I move that the Mayor and Council authorize the City Administrator to contract with DMV Engineering Consultants, Inc. to conduct soil borings and other subsurface analysis for the Wells Blvd Green Street Design, and authorize an expenditure not to exceed \$12,000 for these services.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[03.04609.01 City of Hyattsville Wells Boulevard 2019-07-19.pdf](#)

6.n) MOU with the Metropolitan Washington Council of Governments (AFIS)

HCC-48-FY20

I move that the Mayor and City Council authorize the City Administrator to sign a Memorandum of Understanding with the Metropolitan Washington Council of Governments on behalf of the City of Hyattsville Police Department to continue as a regional participating jurisdiction with the Regional Automated Fingerprint Identification System (AFIS) and authorize the City to expend an amount not to exceed \$6,239.00 for one fiscal year from July 1, 2019 to June 30, 2020 (FY20).

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[AFISMOU20190416.pdf](#)

6.o) MOU with the Metropolitan Washington Council of Governments (LPR)

HCC-49-FY20

I move that the Mayor and City Council authorize the City Administrator to sign a Memorandum of Understanding with the Metropolitan Washington Council of Governments on behalf of the City of Hyattsville Police Department to continue as a regional participating jurisdiction with the Law Enforcement License Plate Readers Program (LPR) and authorize the City to expend an amount not to exceed \$2,979.00 for one fiscal year from July 1, 2019 to June 30, 2020 (FY20).

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[LPRMOU20190416.pdf](#)

6.p) Appointments to Race and Equity Task Force

HCC-51-FY20

I move that the Mayor and Council appoint Latoya Robinson (Ward 1), Stacie Whitesides (Ward 1), Hyo Cho (Ward 2), and Joanne Waszczak (Ward 1) to the Race and Equity Task Force for a term of two years to expire on August 5, 2021.

Lead Sponsor: Hollingsworth

Co-Sponsor(s): Schaible

[RET Application Robinson W1 redacted.pdf](#)

[RET Application Whitesides W1 redacted.pdf](#)

[RET Application Cho W2 redacted.pdf](#)

[RET Application Waszczak W1 redacted.pdf](#)

6.q) Schedule Public Hearing for Traffic Calming Petitions - Jefferson Street and Nicholson Street

HCC-53-FY20

I move that the City Council schedule a Public Hearing for Monday, October 7, 2019 at 7:00 PM, to consider public testimony regarding Traffic Calming Petitions submitted for 1) the 3900 block of Jefferson Street located in Ward 2 and 2) the 4200 block of Nicholson Street located in Ward 1.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Petition Traffic Calming Jefferson Street 062619 Redacted.pdf](#)

[Map Traffic Calming JeffersonSt 39th40th07162019.pdf](#)

[Petition Traffic Calming Nicholson Street 062619 Redacted.pdf](#)

[TrafficCalming 4200NicholsonSt 07162019.pdf](#)

[114-8 Traffic Calming Devices.pdf](#)

[Traffic Calming Flowchart 073119.pptx](#)

6.r) FY20 Special Revenue Funds Budget Amendment and Appropriation of FY18 Unencumbered Grant Fund Balance

HCC-7-FY20

I move that the Mayor and Council amend the FY20 Special Revenue Funds budget and appropriate \$15,784 in remaining FY18 unencumbered grant funding for continuation of lower Ward 1 stormwater study.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

6.s) Appointments to the Hyattsville Environment Committee

HCC-55-FY20

I move that the Mayor and Council reappoint Megan Haidet (Ward 1) and appoint Patrice Woods (Ward 3) to the Hyattsville Environment Committee for a term of 2 years to expire on March 18, 2021.

Lead Sponsor: Haba

Co-Sponsor(s): Schaible

[HEC Application Gaetaniello W1 redacted.pdf](#)

[HEC Application Webster W4 redacted.pdf](#)

7.Action Items (9:35 p.m. - 10:00 p.m.)

7.a) Charter Amendment Resolution 2019-02 (5 minutes)

HCC-45-FY20

I move that the Mayor and Council adopt Charter Amendment Resolution 2019-02, a Resolution Amending the City of Hyattsville's Charter to Address Procedural Difficulties Encountered by the Compensation Review Committee as a Result of Hyattsville's Staggered Elections, while Ensuring that the State Constitutional Requirement Barring an Elected Official from Voting on Any Change to the Official's Salary is Met (INTRODUCTION AND ADOPTION).

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Resolution - Amending Charter -Compensation Review Committee 8.1.19.docx](#)

[Memo City Attorney to Mayor and Council - 2019 CRC & Charter Amendment 4.11.19.docx](#)

7.b) Zoning Variance Request V-70-19 – 3423 Rutgers Street, Hyattsville (10 minutes)

HCC-50-FY20

I move the City Council authorize the Mayor to provide letter to the Prince George's County Board of Zoning Appeals, in support of a zoning variance, for the subject property at 3423 Rutgers Street, Hyattsville, permitting: (1) variance of 5-foot front building line width and (2) the applicant's request waiver of the parking area location requirement with the condition that the applicant shall submit to the Board of Zoning Appeals a revised site plan which incorporates pervious surface materials and a total front yard impervious surface lot coverage that shall not exceed 30%. If the applicant is unable to comply with the conditions of the

City's support, the City shall either oppose the variance or request the Board of Zoning Appeals hold the record open until the applicant can prepare and submit a revised site plan.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Memo - V-70-19 FINAL.docx](#)

[Notice of Hearing V-70-19.pdf](#)

[Application V-70-19.pdf](#)

[Plans.pdf](#)

[ROMERO PORCH.pdf](#)

[IMG_4377.jpeg](#)

7.c) Heurich Park Playground Renovation (10 minutes)

HCC-33-FY20

I move that the Mayor and Council authorize the City Administrator to enter into a contract with Playground Specialists, utilizing the HGAC purchasing cooperative, for the purpose of renovating Heurich Park playground, in an amount not to exceed \$400,000, upon the review and approval by the City Attorney for legal sufficiency.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Heurich Park Inclusive Play Highlights.pdf](#)

[Heurich Park Opt 5B Proposal_20251A.pdf](#)

[Heurich Park Option 5 drawings 06-13.pdf](#)

[Heurich Park Option 5-Site Plan.pdf](#)

8.Council Dialogue (10:00 p.m. - 10:10 p.m.)

9.Community Notices and Meetings

9.a) Main City Calendar: July 16 - August 5, 2019

HCC-52-FY20

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Main City Calendar_Aug 6 - Sept 16 2019.docx](#)

10.Motion to Adjourn



Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019

Submitted by: Laura Reams

Submitting Department: Administration

Item Type: Report

Agenda Section:

SUBJECT

City Administrator Update (10 minutes)

HCC-42-FY20

Recommendation:

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

Summary Background:

City Administrator Douglas will provide an update on various items and introduce new staff members.

Next Steps:

N/A

Fiscal Impact:

N/A

City Administrator Comments:

Presentation Only

Community Engagement:

N/A

Strategic Goals:

Goal 1 - Ensure Transparent & Accessible Governance

Legal Review Required?

N/A



Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019
Submitted by: Ron Brooks
Submitting Department: Finance
Item Type: Audit
Agenda Section:

SUBJECT

City Treasurer Update (5 minutes)

HCC-54-FY20

Recommendation:

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

Summary Background:

The FY18 audit continues to progress through the various stages as required. As previously reported I anticipate completion late in September of this calendar year. The FY19 audit start is pushed out and will begin late August and completion this near the end of January 2020.

Bond Issue Update: The issuance of bonds previously approved by Council is now scheduled for late August due to various tax liability related issues. The Moody's Bond Rating is still pending and will be released prior to going to market.

Next Steps:

Audits: Continue to complete audits as discussed

Bond Issue: Continue working through the bond issuance process to secure funding for the DPW and Police Department projects.

Fiscal Impact:

Audits: Late audits filings can result in loss of State grants and loss of revenues. Bond Issue: Secure bond proceeds of \$13.8 million.

City Administrator Comments:

See summary above.

Community Engagement:

N/A

Strategic Goals:

Goal 1 – Ensure Transparent and Accessible Governance

Legal Review Required?

N/A



Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019

Submitted by: Jim Chandler

Submitting Department: Community & Economic Development

Item Type: Presentation

Agenda Section:

SUBJECT

Community Sustainability Plan: 2019 Progress Report (20 minutes)

HCC-39-FY20

Recommendation:

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

[2019 Progress Report_Final Draft_8.7.18.pdf](#)

Summary Background:

In May 2017, the City of Hyattsville adopted Speak Up HVL: 2017-2021 Community Sustainability Plan as the guiding document for the City over the next five (5) years. The plan encompasses a broad range of culture, social, economic and other priorities for the city, and is used by the City Council, City staff and community residents to set goals and measure progress.

To report progress made towards achieving these goals, City staff will produce annual Progress Reports to keep the community informed, identify city budget priorities, and guide staff work plans. This report serves as the FY2019 review of progress made since the plan's implementation.

Next Steps:

N/A

Fiscal Impact:

N/A

City Administrator Comments:

Presentation

Community Engagement:

The 2019 Progress Report is posted to the City's website at:
<https://www.hyattsville.org/692/Community-Sustainability-Plan>

Strategic Goals:

Goal 1 – Ensure Transparent and Accessible Governance

Legal Review Required?

N/A



City of
Hyattsville



2017 - 2021 Community Sustainability Plan: 2019 Progress Report

PROGRESS REPORT





PROGRESS REPORT

In May 2017, the City of Hyattsville adopted Speak Up HVL: 2017-2021 Community Sustainability Plan as the guiding document for the City over the next 5 years. The Plan can be accessed [here](#). The Plan encompasses a broad range of culture, social, economic and other priorities for the city, and is used by the City Council, City staff and community residents to set goals and measure progress. **The vision for this plan is to create a thriving city, grounded in sustainability and inclusiveness, that advances the lives of its residents through the building of community, connectivity of people and places, and responsible development.**

The Plan is structured around 3 major themes, **community, connectivity, and development**, which emerged through analysis of public meetings, and resident feedback. Various action steps were defined based on these themes to bring the plan's goals to fruition.

To report progress made towards achieving these goals, City staff will produce annual Progress Reports to keep the community informed, identify city budget priorities, and guide staff work plans. This report serves as the FY2019 review of progress made since the plan's implementation.



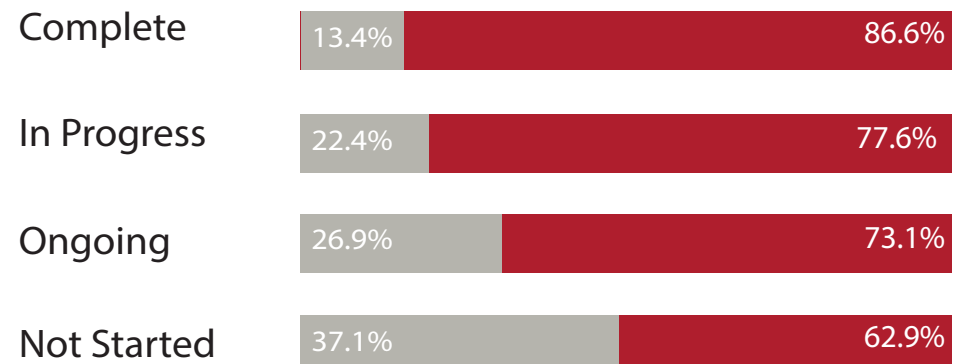
Action Steps

After identifying each theme, an implementation strategy was created to bring these goals into action. A total of 67 action steps were instated where each project was assigned a priority timeline designation of ongoing (currently underway), near-term (12 months post adoption), mid-term (1-3 years post adoption), and long-term (3-5 years post adoption), to help staff and the City Council focus their efforts.

The 2019 Progress Report highlights the status of major projects that are either complete, in progress (in the course of being completed), ongoing (currently underway), and not started.



Total Projects



PROGRESS REPORT

Community

The overarching theme created was the importance of, and desire to strengthen, the sense of community within the City of Hyattsville. This theme encompasses 6 major goals:

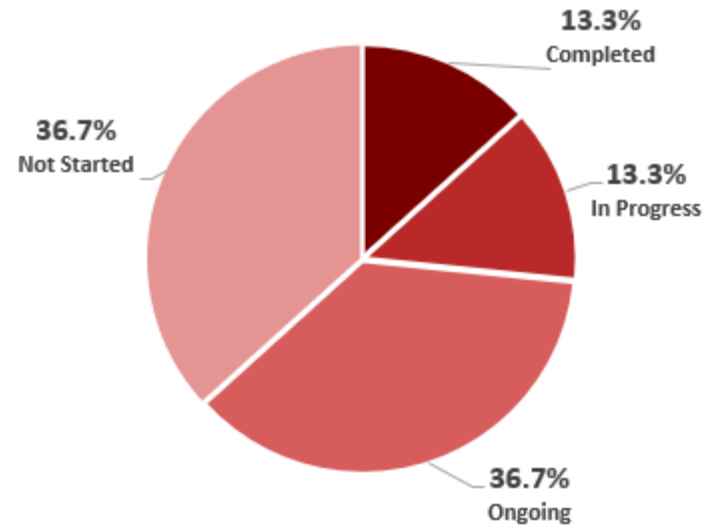
- 1 Improve Public Spaces and Community Facilities
- 2 Increase Programs and Volunteerism
- 3 Protect and Preserve Historic Assets
- 4 Build upon Cultural Diversity and Arts
- 5 Support the Diversity and Affordability of Housing Options
- 6 Enhance Public Safety and Police Presence

There are 30 total action steps listed to achieve all 6 community oriented goals and their overall progress is presented. Of the 30 actions, there are three major projects that take on a priority focus for the City.



Historically Preserved Sites

Progress at a Glance



1G Place refillable water bottle stations in City facilities and parks.

Status: **In Progress**

Update:

Water stations provide the public and staff with clean drinking water, while encouraging the use of refillable water bottles, thereby decreasing waste. Three water filling stations are currently located on the first, second, and third floors of the city building. There are five new fountains with water bottle filling stations that are scheduled to be installed at Magruder, King, Heurich, and Dietz Parks.



PROGRESS REPORT

3A Create a map and catalog of the historic elements of Hyattsville.

Status: **Completed**

Update: Information about historical properties in the City of Hyattsville was gathered from the Hyattsville Preservation Association, Prince George's County's Historic Preservation Commission, and the National Register of Historic Places to create a comprehensive and accessible story map cataloging the historic elements of Hyattsville. The map is published and available at: www.hyattsville.org/historical-properties

6D Host a Crime Prevention through Environmental Design (CPTED) course to get City staff certified in techniques to reduce crime through design.

Status: **In Progress**

Update: The City of Hyattsville received a technical assistance grant from the M-NCPPC to host a CPTED training in June 2019. Dr. Randy I. Atlas from Atlas Safety & Security Design, Inc. conducted an 8-hour training for both City Staff and partner organizations. The City will look at the feasibility of hosting a week-long certification course in the future.



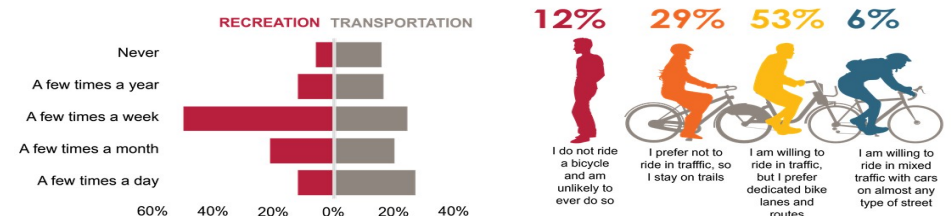
Connectivity

The connectivity theme captures residents' desire to see a tangible change in the City's infrastructure such as improving traffic flow, creating more bike-friendly streets and enhancing the pedestrian realm. Within this theme, there are 4 major goals:

- 1 Improve Safety along Major Roadways
- 2 Improve Traffic Flow within Neighborhoods
- 3 Enhance and Increase Safe Connectivity for Pedestrians
- 4 Strengthen Connectivity for Cyclists

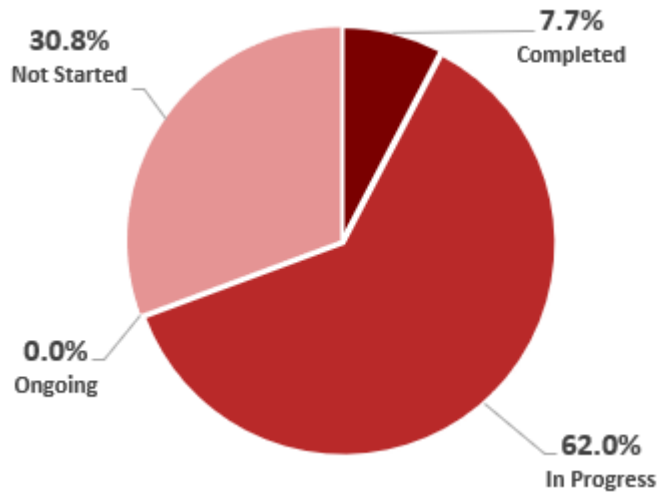
There are 13 total action steps listed to achieve all 4 of the connectivity goals and their overall progress is presented. Of the 13 action steps, there are three major projects that take on priority focus for the City.

Bicycling + Walking Habits



PROGRESS REPORT

Progress at a Glance



8C Transform McClanahan Park into a gateway to the Prince George's Plaza Metro Station

Status: **In Progress**

Update:

Landscaping has been the main focus of City Staff, with 75% of the total plantings to be completed by fall 2019 and 100% of the plantings to be complete by spring 2020.

9B Evaluate the feasibility of a City-wide circulator bus, looking at features such as cost, ridership projections, headways and routing

Status: **Complete**

Update:

In December 2018, Toole Design Group prepared the Hyattsville Transit Circulator Feasibility Study assessing the operational and financial viability of a high-frequency circulator service in Hyattsville.

10A Implement a bike share program within the City, connecting major destinations and transportation links.

Status: **In Progress**

Update:

The City has partnered with Prince George's Department of Public Works & Transportation to implement Capital Bikeshare stations. Two (2) CaBi locations (Baltimore Avenue at Jefferson Street and Oglethorpe Street & 42nd Avenue) have been installed and are operational. Five (5) additional locations are scheduled to be installed and operational by October 2019, including stations set to be installed at both local Metro Stations (Prince George's Plaza Metro and West Hyattsville Metro).



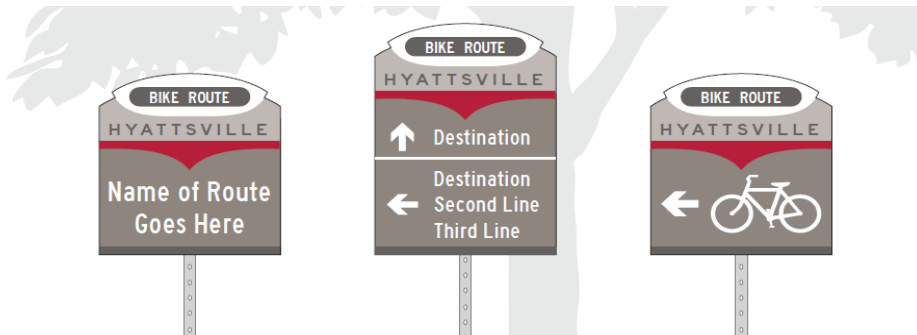
PROGRESS REPORT

Development

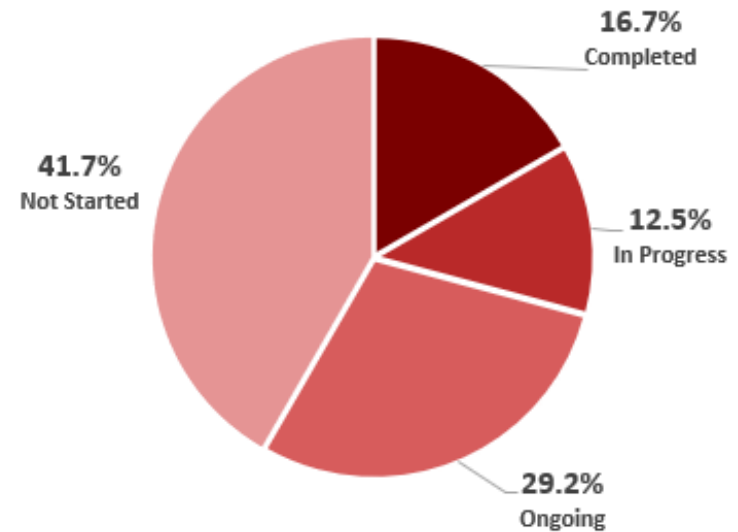
Development, both physically and economically, is the final theme addressed in the Sustainability Plan. Goals within this theme focus on a range of items from supporting existing local businesses, to implementing environmentally sustainable initiatives throughout the city. The 5 goals listed under this theme include:

- 1 Support Local and Small Businesses
- 2 Attract New Businesses
- 3 Encourage High Density, Mixed Use Development around Metro Stations and the Gateway Arts District
- 4 Encourage Development Resources
- 5 Grow in an Environmentally Friendly, Sustainable Manner

There are 24 total actions listed to achieve all 5 development goals and their overall progress is presented. Of the 24 actions, there are four major projects that take on priority focus for the City.



Progress at a Glance



11A

Continue to promote and seek out additional revitalization candidate projects for the City's Commercial Facade Improvement Program.

Status:

Ongoing

Update:

The City is in its seventh year of awarding Commercial Facade Improvement grant funding to local businesses. Funding covers the cost of exterior facade improvements including masonry repair, window, door, & awning replacement, lighting and signage. Recently awarded businesses include Shortcake Bakery, Queens Chapel Town Center, and Dr. Richard Lilly, M.D. & Associates.

PROGRESS REPORT

11B Create a design standard guidebook for commercial property owners.

Status: **Completed**

Update:

In May 2019, the City created a Commercial Facade Design Guidebook providing design inspiration for signage, awnings, lighting, and other design elements, particularly for businesses applying to the Commercial Facade Improvement program. The Commercial Facade Design Guidebook is published and available on the City's website at: <http://www.hyattsville.org/facade>

11E Dedicate funding annually to support business-led corridor development programs.

Status: **In Progress**

Update:

2019 marks the first year of funding for the City's Corridor Investment Grant Program. The City created this program as a funding opportunity for private and non-profit partners with creative placemaking projects, programming, and business development strategies. Award recipients will begin implementing their projects in Fall 2019.

11C Improve Parking and wayfinding signage on City streets.

Status: **In Progress**

Update:

The City applied for and was awarded a grant from the Maryland Heritage Areas Authority to install newly designed wayfinding signs throughout the city. The design of the signs takes inspiration from the significance of streetcars in Hyattsville's transportation history, provides unique branding for the City, and enhances the sense-of-place in the community. The city will be installing wayfinding signage through the Summer 2019.

Implementation Matrix

To review progress of all action steps listed in the 2017-2021 Community Sustainability Plan, an Implementation Status Matrix has been included. The matrix details actions associated with each goal and identifies its priority standing and progress as of July 2019. The assigned priority of each action step help staff and City Council focus their efforts and provide a timeline of actions described as near-term, mid-term, long-term, and ongoing.

City staff and the Council Plan plan to utilize the matrix in evaluating yearlong work plans, and to assist in drafting the budget each fiscal year. The Implementation Status Matrix serves as a scorecard report to evaluate progress made for each action step, which will be updated yearly until projected completion in 2022.



IMPLEMENTATION STATUS MATRIX

Theme	Rec. #	Recommendation	Priority	Action Item #	Action	Status
Community	1	Improve Public Spaces and Community Facilities	MID	1A	Reprogram pocket parks to accommodate and encourage a variety of users.	ONGOING
			MID	1B	Transform Centennial Park into a flexible outdoor plaza, with the potential for seating, to host programmed events.	NOT YET STARTED
			NEAR	1C	Pursue the Maryland Department of Natural Resource's Community Parks and Playgrounds Program grant on an annual basis to reprogram the City's parks.	ONGOING
			LONG	1D	Work with M-NCPPC to implement a signage/place making program at all parks and trails located within the City to brand the parks.	NOT YET STARTED
			ONGOING	1E	Design all new public facilities to meet LEED and/or similar sustainable building standards.	ONGOING
			ONGOING	1F	Partner with outside organizations to plant native trees on City property and encourage such planting on private property.	ONGOING
			NEAR	1G	Place refillable water bottle stations in City facilities and parks.	IN PROGRESS
			LONG	1H	Locate a signature recreation facility/community center within the City.	IN PROGRESS
Community	2	Increase Opportunities for Civic Engagement and Volunteerism	NEAR	2A	Evaluate the level of service for the City's recreational program facilities.	NOT YET STARTED
			ONGOING	2B	At the beginning of each year, provide a year-long calendar of City sponsored events to all residents.	COMPLETED
			NEAR	2C	Establish criteria for disseminating information about events and programs led by outside organizations.	COMPLETED

Priority Key

ONGOING
NEAR

Currently in progress
12 months post adoption

MID
LONG

1-3 years post adoption
3-5 years post adoption



Priority Key

10

ONGOING
NEAR

Currently in progress
12 months post adoption

MID
LONG

1-3 years post adoption
3-5 years post adoption

Theme	Rec. #	Recommendation	Priority	Action Item #	Action	Status
Community	2	Increase Programs and Volunteerism	NEAR	2D	Plan volunteer events to immediately precede social events where participants are given a benefit for volunteering.	NOT YET STARTED
			ONGOING	2E	Engage existing community led groups to participate in volunteer activities.	ONGOING
Community	3	Preserve and Protect Historic Assets	MID	3A	Create a map and catalog of the historic elements of Hyattsville.	COMPLETED
			MID	3B	Adopt a City vision on the reuse and redevelopment of historic structures.	NOT YET STARTED
			ONGOING	3C	Work with local organizations to support cultural and historic tourism in Hyattsville.	ONGOING
			ONGOING	3D	Continue to support the Historic House Tour as a means of promoting historic tourism in the City.	ONGOING
			NEAR	3E	Waive City business license fees to businesses that have adaptively reused a commercial property.	NOT YET STARTED
Community	4	Build upon Cultural Diversity and Arts through Programming and Events	MID	4A	Embark on a City-wide branding campaign combining cultural diversity, historic preservation and the arts.	NOT YET STARTED
			ONGOING	4B	Continue the existing "Community Conversations" program to better engage traditionally underrepresented populations and create a dialogue among different religious and cultural groups.	ONGOING
			NEAR	4C	Create a sponsorship program to feature the visual and performing art of local school students in City businesses.	NOT YET STARTED
Community	5	Support the Diversity and Affordability of Housing Options	MID	5A	Establish a Low Income Housing Reinvestment Tax Credit to help finance the modernization of existing, regulated, low-to moderate-income housing.	NOT YET STARTED



Priority Key

ONGOING
NEAR

Currently in progress
12 months post adoption

MID
LONG

1-3 years post adoption
3-5 years post adoption

Theme	Rec. #	Recommendation	Priority	Action Item #	Action	Status
Community	5	Support the Diversity and Affordability of Housing Options	MID	5B	Advocate for the adoption of affordable housing legislation at the County level as a planning tool to ensure the long-term affordability of Prince George's County.	NOT YET STARTED
			NEAR	5C	Encourage new development projects to create affordable rental housing.	ONGOING
Community	6	Enhance Public Safety and Community Police Presence	ONGOING	6A	Involve Police Department and Office of Code Compliance participation in scheduled civic and neighborhood public safety related meetings and events.	ONGOING
			MID	6B	Evaluate opportunities for foot/bike patrols in the City's higher density and commercial corridors.	IN PROGRESS
			MID	6C	Develop a program where police officers coach/play sports with youth teams to establish a relationship between officers and the City's youth.	NOT YET STARTED
			LONG	6D	Host a Crime Prevention through Environmental Design (CPTED) course to get City staff certified in techniques to reduce crime through design.	IN PROGRESS
			MID	6E	Establish a Traffic Safety Unit within the Police Department.	COMPLETED
			ONGOING	6F	Continue to enhance police training, transparency, and accountability using the report of the President's Taskforce on 21st Century Policing as a guide.	ONGOING
Connectivity	7	Improve Safety Along Major Roads	MID	7A	Lobby State and County agencies to make changes on East-West Highway, Baltimore Avenue, Ager Road and Queens Chapel Road to improve safety and traffic flow.	IN PROGRESS
			MID	7B	Request additional State legislation that allows for more liberal use of speed cameras throughout the City.	NOT YET STARTED
Connectivity	8	Enhance and Increase Safe Connectivity for Pedestrians	MID	8A	Utilize the City's Transportation Study to develop a Pedestrian Safety Action Plan.	IN PROGRESS



Priority Key

ONGOING
NEAR

Currently in progress
12 months post adoption

MID
LONG

1-3 years post adoption
3-5 years post adoption

Theme	Rec. #	Recommendation	Priority	Action Item #	Action	Status
Connectivity	8	Enhance and Increase Safe Connectivity for Pedestrians	NEAR	8B	Evaluate best practices for pedestrian level crosswalk lighting, signage and possible signalization improvements.	NOT YET STARTED
			MID	8C	Transform McClanahan Park into a gateway to the Prince George's Plaza Metro Station.	IN PROGRESS
Connectivity	9	Improve Traffic Flow within Neighborhoods	MID	9A	Evaluate the efficiencies of the existing bus systems serving the City – Metrobus, The Bus, and Shuttle UM.	IN PROGRESS
			MID	9B	Evaluate the feasibility of a City-wide circulator bus, looking at features such as cost, ridership projections, headways and routing.	COMPLETED
			NEAR	9C	As part of analyzing traffic impacts for a proposed development, the City should hold applicants responsible for providing a list of mitigation measures that could be enacted, if necessary, within the development.	NOT YET STARTED
Connectivity	10	Strengthen Connectivity for Cyclists	NEAR	10A	Implement a bike share program within the City, connecting major destinations and transportation links.	IN PROGRESS
			ONGOING	10B	Expand the network of bike lanes throughout the City.	IN PROGRESS
			MID	10C	Advocate to change the perception of the M-NCPPC trail system to a transportation network, rather than a purely recreational asset.	IN PROGRESS
			LONG	10D	For City streets with existing bike lanes, place bike grates on storm drains to make riding over drains safer for cyclists.	NOT YET STARTED



Priority Key

13

ONGOING
NEAR

Currently in progress
12 months post adoption

MID
LONG

1-3 years post adoption
3-5 years post adoption

Theme	Rec. #	Recommendation	Priority	Action Item #	Action	Status
Connectivity	10	Strengthen Connectivity for Cyclists	LONG	10E	Identify one road in the City to operate either a dedicated or protected bike lane pilot program.	IN PROGRESS
Development	11	Support Local and Small Businesses	ONGOING	11A	Continue to promote and seek out additional revitalization candidate projects for the City's Commercial Façade Improvement Program.	ONGOING
			NEAR	11B	Create a design standard guidebook for commercial property owners.	COMPLETED
			NEAR	11C	Improve parking and wayfinding signage on City streets.	IN PROGRESS
			NEAR	11D	Provide retailers with information regarding local residents' retail needs to adjust their offerings to the local market.	NOT YET STARTED
			MID	11E	Dedicate funding annually to support business led corridor development programs.	IN PROGRESS
Development	12	Attract New Businesses	NEAR	12A	Develop a formalized Business Retention & Expansion (BRE) strategy focusing on unique/experience based businesses.	NOT YET STARTED
			NEAR	12B	Create an annual/biannual promotional guide for business owners that lists resources such as grants, tax credits, program and resources for business owners.	COMPLETED
			NEAR	12C	Incentivize the reuse of vacant buildings by waiving City Business License fees for property owners who creatively use their building.	NOT YET STARTED
			MID	12D	Promote Hyattsville as a unique destination for business to locate and visitors to frequent.	NOT YET STARTED
			MID	12E	Encourage an entrepreneurship center in Hyattsville to foster local businesses.	NOT YET STARTED



Priority Key

14

ONGOING
NEARCurrently in progress
12 months post adoption**MID**
LONG1-3 years post adoption
3-5 years post adoption

Theme	Rec. #	Recommendation	Priority	Action Item #	Action	Status
Development	13	Encourage High Density, Mixed-Use Development Around Metro Stations and the Gateway Arts District	NEAR	13A	Lobby WMATA to release a joint development solicitation for the development of the West Hyattsville Metro Station.	ONGOING
			MID	13B	Rebrand the West Hyattsville Metro Station as part of the Joint Development Solicitation process.	NOT YET STARTED
			ONGOING	13C	Rebrand and actively market the Prince George's Plaza area as a modern destination for commerce, living, dining and entertainment.	IN PROGRESS
			ONGOING	13D	Support opportunities for structured/shared parking facilities and managed parking programs in the City's high density, commercial corridors.	ONGOING
Development	14	Leverage Existing Development Resources	ONGOING	14A	Continue funding and promotion of the City's Revitalization Tax Credit program as an economic development tool.	ONGOING
			ONGOING	14B	Advocate for continued funding of Prince George's County's Economic Development Initiative (EDI) fund.	ONGOING
			ONGOING	14C	Advocate for the continued State funding of the Maryland Department of Housing and Community Development's Strategic Demolition and Smart Growth Fund.	ONGOING
			MID	14D	Evaluate the market costs and long-term financial benefits of a City Development Impact Fee to fund major public infrastructure projects.	NOT YET STARTED
			MID	14E	Evaluate the impacts of utilizing a Triple Bottom Line scoring policy when evaluating procurement, programs, infrastructure and planned development.	NOT YET STARTED

ONGOING
NEAR

Currently in progress
12 months post adoption

MID
LONG

1-3 years post adoption
3-5 years post adoption

Theme	Rec. #	Recommendation	Priority	Action Item #	Action	Status
Development	15	Grow in an Environmentally Friendly, Sustainable Manner	LONG	15A	Conduct a sustainable infrastructure audit to identify interventions to promote neighborhood sustainability efforts.	NOT YET STARTED
			ONGOING	15B	Promote free and low cost sustainability programs, grants, resources and education to all residents.	ONGOING
			MID	15C	Add Electric Vehicle (EV) charging stations in City parking lots and in commercial corridors.	COMPLETED
			ONGOING	15D	Evaluate the effectiveness of the 2016 Big Belly trash compactor pilot program and determine if the program should be expanded or reduced.	COMPLETED
			MID	15E	Create a document educating businesses on the economic benefits of operating in an environmentally sustainable manner.	NOT YET STARTED

Published August 2019



City of Hyattsville
4310 Gallatin Street
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org



Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019

Submitted by: Jim Chandler

Submitting Department: Community & Economic Development

Item Type: Planning & Development

Agenda Section:

SUBJECT

DSP-19039 - 3599 East-West Highway (20 minutes)

HCC-40-FY20

Recommendation:

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

[DSP-19039_-_3599_East_West_Hwy_-_Discussion_Memo_-_Final.docx](#)

[NSR DSP Plan Set.pptx](#)

[NSR Statement of Justification for DSP.pdf](#)

[NSR DRD Application.pdf](#)

[NSR DSP Plan Set.pdf](#)

[Planning Committee Minutes - 04.18.2017 Adopted.pdf](#)

Summary Background:

The subject property is located at 3599 East West Highway, at the southwestern intersection of East West Highway (MD 410) and Belcrest Road. The site currently operates as a Sunoco gas station. The property is zoned M-U-I (mixed-use-infill) and lies within the "downtown core" character area of the Prince George's Plaza Transit District Overlay Zone (TDOZ). The property owner is proposing to redesign the site, expand the number of gas pumps, demolish the existing convenience store, and build a new two-story commercial/office building on the southern end of the site.

The site currently has four (4) gas bays, allowing for eight (8) pumps. The applicant proposes to double the number of bays, allowing for a total of 16 pumps on site. The applicant also plans to demolish the existing convenience store, which is in the center of the site, and rebuild it along the southern edge of the property. The new store building is proposed as 9,592 sq.ft. (4,796 sq.ft. footprint) two-story structure, with the convenience store occupying the first floor, and the second floor will be offices for the owner's management company. The ATM on site will be relocated as a stand-alone machine on the east side of the site.

Next Steps:

This item is scheduled for City Council discussion and action on September 16, 2019.

Fiscal Impact:

N/A

City Administrator Comments:

Presentation

Community Engagement:

The applicant met with the Planning Committee on July 16, 2019 to present and discuss the development application. Since the Planning Committee has already reviewed a version of this site plan, they recommended that the relevant comments from the April 17, 2018 meeting be put into record, as they are pertinent to the discussion of the updated DSP submitted by the applicant.

At the April 17, 2018 Planning Committee meeting, recommendations unanimously approved by the Planning Committee included:

- The applicant should consider the inclusion of “some form of artistic or attractive feature” along the south facing rear wall of the convenience store building;
- The applicant should consider reducing the number of curb cuts and enhancing pedestrian access and safety on the site.

In the revised DSP, the applicant addressed the number of curb cuts by reducing the number from a total of four (4) curb cuts to (2) curb cuts, with one (1) curb cut along East-West Highway and one (1) curb cut along Belcrest Road. However, the applicant did not address the Planning Committee’s recommendation to include some form of artistic or attractive feature to the proposed building. The Planning Committee reiterated this recommendation during the July 16, 2019 meeting.

During the Planning Committee’s July 16, 2019 meeting, the majority of the Planning Committee’s discussion focused on the applicant’s requested variances. The Planning Committee supports the applicant’s first three (3) amendments without any major contention, which include an 8-foot sidewalk and 6.3-foot tree and furnishing zone along East-West Highway, canopy set back of 25.6’ from East-West Highway, and a 43’ build-to line on Belcrest Road. In addition, the Planning Committee supports the canopy branding presented in the DSP, with one (1) member opposed stating the highway-styled branding is not in the spirit of the TDDP.

The fourth variance request concerns the permitted use of the property. The Planning Committee discussed whether this issue was within their scope, as it will ultimately be a legal determination. A vote specific to supporting the fourth variance and the applicant’s interpretation of the zoning ordinance failed due to most Planning Committee members abstaining from the vote. Abstentions were based on the belief that this variance will need to be legally determined and this decision is outside the purview of the Planning Committee.

However, the Planning Committee did vote to support the current use of the site as a gas station with the renovations and reconstruction proposed by the applicant; this vote was premised on the value members believe this use brings to the community, and not on any legal basis.

Strategic Goals:

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

Legal Review Required?

N/A



Memo

To: Mayor and City Council

CC: Tracey Nicholson, City Administrator

From: Jim Chandler, Assistant City Administrator and Director, Community & Economic Development
Kate Powers, City Planner

Date: August 5, 2019

Re: DSP-19039: 3599 East-West Highway, Hyattsville

Attachments: Detailed Site Plan, DSP-19039
DSP-19039 Statement of Justification
Planning Committee Minutes 07.16.19
Planning Committee Minutes 04.17.18

The purpose of this memorandum is to provide the City Council with a summary of the Detailed Site Plan (DSP) application DSP-19039, for the redevelopment of 3599 East West Highway, Hyattsville.

Project Summary

- The applicant is proposing the addition four additional service bays and eight gas pumps, for a total of 16 gas pumps, a stand-alone ATM, and the construction of a new convenience store/management office at 3599 East West Highway;
- The property is located within the “Downtown Core” character area of the Prince George’s Plaza Transit District Overlay Zone; and
- The property is required to go through the Detailed Site Plan (DSP) process as it is a certified non-conforming use and all major improvements to non-conforming properties must be approved via a DSP.

Project Details

The subject property is located at 3599 East West Highway, at the southwestern intersection of East West Highway (MD 410) and Belcrest Road. The site currently operates as a Sunoco gas station. The property is zoned M-U-I (mixed-use-infill) and lies within the “downtown core” character area of the Prince George’s

Plaza Transit District Overlay Zone (TDOZ). The property owner is proposing to redesign the site, expanding the number of gas pumps, demolishing the existing convenience store, and building a new two-story commercial/office building on the southern end of the site.

The site currently has four (4) gas bays, allowing for eight (8) pumps. The applicant proposes to double the number of bays, allowing for a total of 16 pumps on site. The applicant also plans to demolish the existing convenience store, which is in the center of the site, and rebuild it along the southern edge of the property. The new store building is proposed as 9,592 sq.ft. (4,796 sq.ft. footprint) two-story structure, with the convenience store occupying the first floor, and the second floor will be offices for the owner's management company. The ATM on site will be relocated as a stand-alone machine on the east side of the site.

Variance Requests

The applicant will be requesting four variations from the TDOZ standards for this project.

1. The proposed building will be set back 50 feet from the street line. The applicant is proposing an 8-foot sidewalk and 6.3-foot tree and furnishing zone along East-West Highway and a 10-foot sidewalk along Belcrest Road.
2. The proposed canopy will be set back 25.6' from East-West Highway.
3. The proposed food and beverage store and office building will be setback 43' from Belcrest Road.
4. Out of an abundance of caution, should the District Council determine that the applicant's proposal introduces a new use to the property, the applicant requests that the Table of Uses be amended in accordance with Section 27-548.09.01(b)(1) of the Zoning Ordinance. Section 27-548.09.01(b)(1) provides that a property owner may request a change to the list of allowed uses to the approved Transit District Overlay Zone. The applicant requests to change the list of allowed uses for the Prince George's Plaza Approved District Development Plan.

Planning Committee Review

The applicant met with the Planning Committee on July 16, 2019 to present and discuss the development application.

Since the Planning Committee has already reviewed a version of this site plan, they recommended that the relevant comments from the April 17, 2018 meeting be put into record, as they are pertinent to the discussion of the updated DSP submitted by the applicant.

At the April 17, 2018 Planning Committee meeting, recommendations unanimously approved by the Planning Committee included:

- The applicant should consider the inclusion of "some form of artistic or attractive feature" along the south facing rear wall of the convenience store building;
- The applicant should consider reducing the number of curb cuts and enhancing pedestrian access and safety on the site.

In the revised DSP, the applicant addressed the number of curb cuts by reducing the number from a total of four (4) curb cuts to (2) curb cuts, with one (1) curb cut along East-West Highway and one (1) curb cut along Belcrest Road. However, the applicant did not address the Planning Committee's recommendation to include some form of artistic or attractive feature to the proposed building. The Planning Committee reiterated this recommendation during the July 16, 2019 meeting.

During the Planning Committee's July 16, 2019 meeting, the majority of the Planning Committee's discussion focused on the applicant's requested variances. The Planning Committee supports the applicant's first three (3) amendments without any major contention, which include an 8-foot sidewalk and 6.3-foot tree and furnishing zone along East-West Highway, canopy set back of 25.6' from East-West Highway, and a 43' build-to line on Belcrest Road. In addition, the Planning Committee supports the canopy branding presented in the DSP, with one (1) member opposed stating the highway-styled branding is not in the spirit of the TDDP.

The fourth variance request concerns the permitted use of the property. The Planning Committee discussed whether this issue was within their scope, as it will ultimately be a legal determination. A vote specific to supporting the fourth variance and the applicant's interpretation of the zoning ordinance failed due to most Planning Committee members abstaining from the vote. Abstentions were based on the belief that this variance will need to be legally determined and this decision is outside the purview of the Planning Committee.

However, the Planning Committee did vote to support the current use of the site as a gas station with the renovations and reconstruction proposed by the applicant; this vote was premised on the value members believe this use brings to the community, and not on any legal basis.

Meeting minutes from the April 17, 2018 meeting and July 16, 2019 meeting are attached to this document.

Next Steps

This project will be on the "Discussion" agenda for the City Council at the August 5, 2019 Council meeting. Staff are still waiting for a formal referral on the project from M-NCPPC. The application has been submitted to M-NCPPC but has not yet been accepted. Until staff have had an opportunity to review the referral documents, it will not come before the City Council for "Action." Staff estimates that the Council will likely see the application on the "Action" agenda at the September 16, 2019 Council meeting. The Planning Board date for the project has yet to be scheduled.

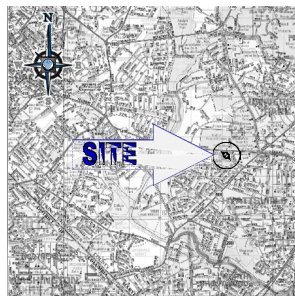
DETAILED SITE PLAN

DSP-19039

FOR

NSR PROPERTIES, LLC

LOCATION OF SITE
3599 EAST-WEST HIGHWAY
HYATTSVILLE, MD 20782
PRINCE GEORGE'S COUNTY
TM 42, GRID A2



LOCATION MAP
COPYRIGHT ADC THE MAP PEOPLE
PERMIT USE NO. 20602153-5
SCALE: 1"=2000'

APPLICANT
NSR PROPERTIES, LLC
3 HANOVER PARKWAY, SUITE A
GREENBELT, MD 20770
CONTACT: SAJID CHAUDHRY
PHONE: (301) 982-5400

PREPARED BY

BOHLER
ENGINEERING

16701 MELFORD BLVD . SUITE 310

BOWIE, MARYLAND 20715

Phone: (301) 809-4500

Fax: (301) 809-4501

MD@BohlerEng.com

CONTACT: NICHOLAS SPEACH, P.E.

GENERAL NOTES

1. THIS PLAN IS BASED ON AN ALTA SURVEY TITLE SURVEY BY:
BOLKER ENGINEERING INC. TITLED
"NSR PETRO
3506 EAST WEDGE HIGHWAY
1712 ELECTION DISTRICTS
THROUGH GEORGE'S COUNTRY, MARYLAND"
PROJECT NO. 58172062
DATED: 12/14/17
2. APPLICANT:
NSR PROPERTIES, LLC
1703 HARRIS PARKWAY, SUITE A
GREENBELT MD. 20770
CONTACT: SALLY SANDRI
PHONE: (301)902-5400
3. SITE DATA:
NSR PETRO SERVICES
TAX MAP # (GRID) 442
WSSC GRID 20E003
4. EXISTING ZONING: SURVEYED AREAS ARE BILAC MU (MIXED USE INFLU)
PROPOSED ZONING: SURVEYED AREAS ARE BILAC MU (MIXED USE INFLU)
5. NUMBER OF LOTS: 1
6. THIS SITE LIES WITHIN THE "PRINCE GEORGES'S PLAZA TRANSIST DISTRICT DEVELOPMENT PLAN (2016)" WITHIN THE "PRINCE GEORGES'S PLAZA TOD". THE SITES LIES IN THE DOWNTOWN CORE SUBAREA.
7. EXISTING USE: THE SITE CONSISTS OF A GAS STATION AND A SINGLE STORY BUILDING WITH A CONVENIENCE STORE.
PROPOSED USE: GAS STATION, FOOD AND BEVERAGE STORE, AND OFFICES.
8. GROSS FLOOR AREA:
EXISTING : 2,865 SF
PROPOSED : 5,925 SF
9. THE SITE IS NOT LOCATED WITHIN A 100-VEET FLOODPLAIN PER FEMA'S FLOODPLAIN MAP INFORMATION, EFFECTIVE SEPTEMBER 18, 2014.
10. THIS SITE DOES NOT DISCHARGE INTO A TIER 1 WATERBODIES.
11. NO ANTIATION POLICY AREAS EXIST OR IN VICINITY OF THE PROPERTY.
12. NO COUNTRIES ARE KNOWN TO EXIST ON THE PROPERTY.
13. THE PROPERTY IS NOT WITHIN A HISTORIC PROPERTY.
14. THE PROPERTY IS NOT WITHIN THE CRITICAL AREA
15. THERE ARE NO STEAMS OR WETLANDS LOCATED ON THE SITE.
16. THE SITE IS NOT LOCATED WITHIN THE CHESAPEAKE BAY CRITICAL AREAS (LAV)
17. SITE TO BE SERVICED WITH PUBLIC WATER AND SEWER.
EXISTING AND PROPOSED WATER/SEWER DESIGNATIONS: W1 S3
18. TOPOGRAPHY PROVIDED BY DOCUMENTS FROM NOTE 1 ABOVE.
19. COMMON AREA PROVISIONS:
SCOP 2008-2028
20. FRONTAGE IMPROVEMENTS AT ONE BELLSHORE ROAD TO ALLOW SIDEWALK REPLACEMENT, STREET LIGHTS UPGRADE, MILK AND OVERLAY OF PAVEMENT, AND STREET TREES PLANTING AND MAINTENANCE ON THE PROPOSED SIDEWALK, PARKING LOTS AND

REFERENCES

- BOUNDARY & TOPOGRAPHICAL SURVEY**
ENGINEERING
 3095 TERRY
 3509 EAST WEDGEWAY
 JETTERVILLE, MISSISSIPPI 39209
 PRINCE GEORGE COUNTY, MARYLAND
 PHONE: 410-581-0265
 DEDICATED 312/4147
- UTILITIES**
 THE FOLLOWING COMPANIES ARE NOTIFIED BY DELAWAREMAY UTILITY SYSTEM (1-800-257-7777) THAT THE FOLLOWING PROJECTS INVOLVE UNDERGROUND FACILITIES AFFECTING AND SERVICING THE FOLLOWING UTILITY INFORMATION SHOWN HEREON IS BASED UPON THE UTILITY COMPANY RESPONSE TO THIS REQUEST. THE UTILITY NUMBER IS 14718109.
- | CONTACT INFORMATION | PHONE NUMBER |
|------------------------------|----------------|
| UTILITY COMPANY | (714) 735-0071 |
| VERIZON FIBER OPTIC CABLE | (800) 475-5040 |
| BGE ELECTRIC USV | (800) 475-5040 |
| WISCONSIN POWER | (414) 536-0070 |
| CONTACT UTILITIES/M | (414) 536-0070 |
| MO. ZAVISTAS CENTER LOCATION | (888) 957-7600 |
| VERIZON FIBER OPTIC CABLE | (800) 475-5040 |
| QUEST OVERSEAS SYSTEMS | (714) 464-7592 |
| QUEST COMMUNICATIONS | (914) 239-0000 |
| QUEST UTILITIES/M | (914) 239-0000 |
| WISCC - PPO/NET UG | (301) 868-0803 |
- WOOD AND CONSERVATION/LEADER OF EXEMPTION**
 1. WOODS AND CONSERVATION/LEADER OF EXEMPTION
 APPROVAL DATE: 05/01/2018
- NE/EA/QUALITY ENCLYSER**
 1. NE/EA/QUALITY ENCLYSER
 APPROVAL DATE: 05/01/2018
- SITE DEVELOPMENT CONCEPT PLAN**
 1. SITE DEVELOPMENT CONCEPT PLAN
 2. "SITE DEVELOPMENT" CONCEPT PLAN FOR THE PETRO SITE
 APPROVAL DATE: 05/01/2018
 APPROVAL DATE: 07/17/2018
- AS/EO TECHNICAL REPORT**
 1. AS/EO TECHNICAL REPORT
 2. NIELSEN ENGINEERING ASSOCIATES, INC.
 3. EAST WEDGEWAY
 4. JETTERVILLE, MISSISSIPPI 39209

BOHLER
ENGINEERING

CIVIL, ENVIRONMENTAL AND CONSTRUCTION ENGINEERING

LAND SURVEYING PROGRAM MANAGEMENT LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN PERMITTING SERVICES TRANSPORTATION SERVICES

ALABAMA **ARIZONA** **CALIFORNIA** **CONNECTICUT** **FLORIDA** **GEORGIA** **ILLINOIS** **INDIANA** **KANSAS** **MARYLAND** **MASSACHUSETTS** **MICHIGAN** **MINNESOTA** **MISSISSIPPI** **MISSOURI** **MONTANA** **NEBRASKA** **NEVADA** **NEW HAMPSHIRE** **NEW JERSEY** **NEW MEXICO** **NEW YORK** **NORTH CAROLINA** **NORTH DAKOTA** **OHIO** **OKLAHOMA** **OREGON** **PENNSYLVANIA** **RHODE ISLAND** **SOUTH CAROLINA** **SOUTH DAKOTA** **TENNESSEE** **TEXAS** **UTAH** **VIRGINIA** **WASHINGTON** **WEST VIRGINIA** **WISCONSIN** **WYOMING**

[illegible]

NOT APPROVED FOR

PROJECT No.:	MB17206
DRAWN BY:	TJH
CHECKED BY:	NB
DATE:	03/01/1
SCALE:	AS SHOWN
CAD/D:	

PROJECT

DETAILED SITE PLAN

FOR:

NSR PROPERTIES,
LLC

LOCATION OF SITE
3599 EAST-WEST HIGHWAY
HYATTSVILLE, MARYLAND
PRINCE GEORGE'S COUNTY
TM 42, GRID A2



NICHOLAS B. SPEACH

PROFESSIONAL ENGINEER
 QUALIFIED TO SIGN AND
PROFESSIONAL CERTIFICATION
 I, NICHOLAS B. SPEACH, HEREBY CERTIFY THAT THESE
 DOCUMENTS WERE PREPARED OR APPROVED BY ME OR
 ME OR I AM A FULLY LICENSED PROFESSIONAL ENGINEER IN
 THE STATE OF MARYLAND.
 LICENSE NO. 10083, EXPIRATION DATE 04/01/2015

SHEET TITLE:

COVER
SHEET

10/10/2014 11:20:20

DSP-2



GENERAL DEMOLITION PLAN NOTES

- PRIOR TO STARTING ANY DEMOLITION CONTRACTOR IS RESPONSIBLE FOR:
 - ENSURING THAT COPIES OF ALL APPLICABLE PERMITS AND APPROVALS ARE MAINTAINED ON SITE AND AVAILABLE FOR REVIEW.
 - INSTALLING THE REQUIRED SOIL EROSION AND SEDIMENT CONTROL AND/OR TREE PROTECTION MEASURES PRIOR TO SITE DISTURBANCE.
 - LOCATING VERTICALLY AND HORIZONTALLY ALL UTILITIES AND SERVICES, INCLUDING, BUT NOT LIMITED TO GAS, WATER, ELECTRIC, SANITARY AND STORM SEWER, TELEPHONE, CABLE, FIBER OPTIC CABLE, ETC. WITHIN THE LIMITS OF DISTURBANCE. THE CONTRACTOR SHALL USE AND COMPLY WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY NOTIFICATION SYSTEM TO LOCATE ALL THE UNDERGROUND UTILITIES.
 - PROTECTING AND MAINTAINING IN OPERATION ALL ACTIVE SYSTEMS THAT ARE NOT BEING REMOVED DURING ALL DEMOLITION ACTIVITIES.
 - FAVORING THE REMOVAL OF THE EXISTING UTILITIES AND SERVICES HAVE BEEN TERMINATED AND DISPOSED OF BY A FEDERAL LICENSED ENVIRONMENTAL ENGINEER. REQUIREMENTS FOR COORDINATION WITH UTILITY COMPANIES REGARDING WORKING "OFF-PEAK" HOURS OR ON WEEKENDS AS MAY BE REQUIRED TO MINIMIZE THE IMPACT ON THE AFFECTED PARTIES.
 - A COMPLETE INSPECTION FOR CONTAMINANTS BY A LICENSED ENVIRONMENTAL TESTING AGENCY OF ALL BUILDINGS AND STRUCTURES TO BE REMOVED. SAME SHALL BE IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS. CONTRACTOR TO COORDINATE WITH THE OWNER'S ENVIRONMENTAL ENGINEER PRIOR TO DEMOLITION ACTIVITIES AND NO DEMOLITION SHALL BE PERFORMED UNTIL OWNER'S ENVIRONMENTAL CONSULTANT CONFIRMS ALL BUILDINGS AND STRUCTURES ARE FREE OF ASBESTOS-CONTAINING MATERIALS AND OTHER HAZARDOUS WASTE MATERIALS.
- CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL AND GENERALLY ACCEPTED SAFE PRACTICES IN CONFORMANCE WITH THE CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL," AS WELL AS FEDERAL, STATE, AND LOCAL REGULATIONS WHEN DEMOLITION-RELATED ACTIVITIES IMPACT ROADWAYS OR ROADWAY RIGHTS-OF-WAY. CONTRACTOR IS RESPONSIBLE FOR PERMIT.
- CONDUCT DEMOLITION ACTIVITIES IN SUCH A MANNER TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, SIDEWALKS, WALKWAYS, AND OTHER ADJACENT FACILITIES. STREET CLOSURE PERMITS MUST BE OBTAINED FROM THE APPROPRIATE GOVERNMENTAL AUTHORITY.
- DEMOLITION ACTIVITIES AND EQUIPMENT SHALL NOT USE AREAS OUTSIDE THE DEFINED PROPERTY LINE WITHOUT WRITTEN PERMISSION OF THE APPLICABLE OWNER AND/OR APPROPRIATE GOVERNMENT AGENCY.
- USE DUST CONTROL MEASURES TO LIMIT AIRBORNE DUST AND DIRT RISING AND SCATTERING IN THE AIR IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL STANDARDS. AFTER THE DEMOLITION IS COMPLETE, ADJACENT STRUCTURES AND IMPROVEMENTS SHALL BE CLEANED OF ALL DUST AND DEBRIS CAUSED BY THE DEMOLITION. OPERATIONS. THE CONTRACTOR IS RESPONSIBLE FOR RETURNING ALL ADJACENT AREAS TO THEIR PRE-DEMOLITION CONDITION.
- CONTRACTOR IS RESPONSIBLE TO SAFEGUARD SITE AS NECESSARY TO PREVENT THE DEMOLITION IN SUCH A MANNER AS TO PREVENT THE ENTRY OF UNAUTHORIZED PERSONS AT ANY TIME.
- THIS DEMOLITION PLAN IS INTENDED TO IDENTIFY THOSE EXISTING CONDITIONS WHICH ARE TO BE REMOVED. IT IS NOT INTENDED TO PROVIDE DIRECTION OTHER THAN THAT ALL "MEANS AND METHODS" ARE TO BE IN ACCORDANCE WITH STATE, FEDERAL, LOCAL, AND JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OSHA AND OTHER SAFETY PRECAUTIONS NECESSARY TO PROVIDE A SAFE WORK SITE.
- DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE. ALL DEMOLITION WASTES AND DEBRIS (SOLID WASTE) SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL TOWN, COUNTY, STATE, AND FEDERAL LAWS AND APPLICABLE CODES. IN ORGANIC AND NONMETALLIC DEMOLISHED MATERIAL MAY BE RE-USED ON SITE FOR FILL, ASSUMING THAT IT HAS BEEN REDUCED TO A GRANULAR SIZE SUITABLE FOR COMPACTION (PASSING A 2" OR SMALLER SIEVE). MATERIAL SIZE AND COMPOSITION TO BE IN ACCORDANCE WITH ALL TOWN, COUNTY, STATE, AND FEDERAL LAWS AND APPLICABLE CODES.
- RE-MEDIATE SITE OF ASBESTOS AND COORDINATE OPERATIONS WITH OWNER'S ENVIRONMENTAL CONSULTANT FOLLOWING CONSULTANT'S SPECIFICATIONS. CONTRACTOR SHALL FILE THE MDE AND EPA ASBESTOS NOTIFICATION 10 BUSINESS DAYS PRIOR TO STARTING ASBESTOS ABATEMENT WORK.
- CONTRACTOR WILL IN OBTAINING THE DEMOLITION PERMIT, TO INCLUDE POST INSPECTION.
- EXISTING UTILITIES ARE TO BE REMOVED AND ABANDONED IN ACCORDANCE WITH ALL JURISDICTIONAL REQUIREMENTS, INCLUDING ALL REQUIRED WRITING PERMITTING. CONTRACTOR WILL AND THE OWNER WITH UTILITY DISCONNECTS TO INCLUDE COMMUNICATIONS, POWER AND GAS.
- ALL DEMOLITION ACTIVITIES ARE TO BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AS WELL AS ALL FEDERAL, STATE AND LOCAL REGULATIONS AND TO COMPLY WITH LOCAL CODES AND GOVERNANCES. ANY DISCREPANCIES OR DEVIATIONS SHALL BE IDENTIFIED BY THE CONTRACTOR TO BOHLER ENGINEERING IN WRITING FOR RESOLUTION PRIOR TO INITIATION OF SITE ACTIVITY.
- BOHLER ENGINEERING IS NOT RESPONSIBLE FOR JOB SITE SAFETY OR SUPERVISION. CONTRACTOR IS TO PROCEED WITH THE DEMOLITION IN A SYSTEMATIC AND SAFE MANNER, FOLLOWING ALL THE OSHA REQUIREMENTS, TO ENSURE PUBLIC AND CONTRACTOR SAFETY.
- THE CONTRACTOR SHALL PROVIDE ALL THE "MEANS AND METHODS" NECESSARY TO PREVENT MOVEMENT, SETTLEMENT OR COLLAPSE OF EXISTING STRUCTURES, AND ANY OTHER IMPROVEMENTS THAT ARE REMAINING ON-SITE OR OFF-SITE. THE DEMOLITION CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS OF DAMAGE TO ALL ITEMS THAT ARE TO REMAIN AS A RESULT OF HIS ACTIVITIES. ALL REPAIRS SHALL USE NEW MATERIAL. THE REPAIRS SHALL RESTORE THE ITEM TO THE PRE-DEMOLITION CONDITION.
- IN THE ABSENCE OF SPECIFICATIONS, THE CONTRACTOR SHALL PERFORM EARTH MOVEMENT ACTIVITIES, DEMOLITION AND REMOVAL OF ALL FOUNDATION WALLS, FOOTINGS, AND OTHER MATERIALS WITHIN THE LIMITS OF DISTURBANCE.
- EMPLOYEES SHALL NOT BE USED WITHOUT PROPER WRITTEN CONSENT OF BOTH THE OWNER AND APPLICABLE GOVERNMENTAL AUTHORITIES. ALL THE REQUIRED PERMITS AND EXPOSURE CONTROL MEASURES THAT ARE REQUIRED BY THE FEDERAL, STATE, AND LOCAL GOVERNMENTS SHALL BE IN PLACE PRIOR TO STARTING AN EXPOSURE PROGRAM. THE CONTRACTOR IS RESPONSIBLE FOR PERMITS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR ALL INSPECTIONS AND SEISMIC VIBRATION TESTING THAT IS REQUIRED TO MONITOR THE EFFECTS ON ALL LOCAL STRUCTURES.

DEMOLITION/REMOVAL LEGEND

DEMOLITION/REMOVAL NOTE	TYPICAL NOTE TEXT	DEMOLITION/REMOVAL NOTE	TYPICAL NOTE TEXT
EASEMENT LINE	-----	WATER METER	W
CONCRETE CURB & GUTTER	=====	WATER VALVE	WV
TREELINE	~~~~~	LIMIT OF DISTURBANCE	-----
SANITARY SEWER LATERAL	-----	SOIL BOUNDARY AND TYPE	-----
UNDERGROUND WATERLINE	-----	EXISTING TREE TO BE REMOVED	-----
UNDERGROUND ELECTRIC LINE	-----		
UNDERGROUND GAS LINE	-----		
OVERHEAD WIRE	-----		
UNDERGROUND TELEPHONE LINE	-----		
UNDERGROUND CABLE LINE	-----		
STORM SEWER	-----	STEEP SLOPES (15% OR GREATER)	-----
SANITARY SEWER MAIN	-----	STEEP SLOPES (20% TO 15%)	-----
STORM MANHOLE	-----		
STORM MANHOLE	-----		

THIS BLOCK IS FOR OFFICIAL USE ONLY
 MAN/PRO APPROVAL
 PROJECT NAME: 3599 EAST-WEST HIGHWAY
 PROJECT NUMBER: DSP-38

BOHLER ENGINEERING
 LAND SURVEYING AND CONSULTING ENGINEERING
 16701 MEEFORD BLVD., SUITE 310
 BOWIE, MARYLAND 20715
 Phone: (301) 809-4500
 Fax: (301) 809-4501
 MD@BohlerEng.com

REV	DATE	COMMENT	BY

NOT APPROVED FOR CONSTRUCTION
 PROJECT: 3599 EAST-WEST HIGHWAY
 SHEET: DSP-38
 DATE: 08/08/20
 SCALE: 1"=20'

NSR PROPERTIES, LLC
 LOCATION OF SITE
 3599 EAST-WEST HIGHWAY
 WATTSVILLE, MARYLAND
 PRINCE GEORGES COUNTY
 TM 42, GRID A2

BOHLER ENGINEERING
 16701 MEEFORD BLVD., SUITE 310
 BOWIE, MARYLAND 20715
 Phone: (301) 809-4500
 Fax: (301) 809-4501
 MD@BohlerEng.com

NICHOLAS B. SPEACH
 PROFESSIONAL ENGINEER
 16701 MEEFORD BLVD., SUITE 310
 BOWIE, MARYLAND 20715
 Phone: (301) 809-4500
 Fax: (301) 809-4501
 MD@BohlerEng.com

EXISTING CONDITIONS AND DEMOLITION PLAN
 SHEET NUMBER: DSP-38



PARCEL A
BELCREST CENTER AT
FRANCE GEORGE'S PLAZA
P.B. 206 P.C. CC
LANDS OF
WASHINGTON METROPOLITAN AREA
TRANSIT AUTHORITY
LIBER 6798 FOLIO 689
TM. 42 G. A2
USE: RETAIL
ZONE: M-U-1

BELCREST ROAD
 PROPOSED WIDTH OF 40 FEET
 EXISTING 40' WIDE DRIVEWAY
 EXISTING 40' WIDE DRIVEWAY

PEDESTRIAN CIRCULATION

PROJECT NUMBER: _____

[illegible][illegible]

PROJECT No.:	MB172062
DRAWN BY:	AJH
CHECKED BY:	NBS
DATE:	03/18/19
SCALE:	1" = 40'
CAD I.D.:	MTD

_____ FOR _____

LOCATION OF SITE
3599 EAST-WEST HIGHWAY
HYATTSVILLE, MARYLAND
PRINCE GEORGE'S COUNTY
TM 42, GRID A2



PROFESSIONAL ENGINEER
STATE OF CALIFORNIA
PROFESSIONAL CERTIFICATION

I, **NICHOLAS J. SPANO**, HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME ON **MAY 06 2007**. I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF CALIFORNIA.
[LICENSING NO. 42893; EXPIRATION DATE: 06/30/2010]

OBJECTIVES:



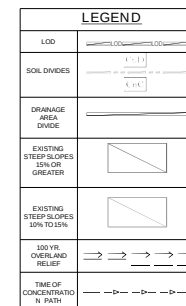
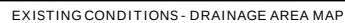
	EX. STEEP SLOPES (20% TO 25%)		EX. STEEP SLOPES (25% OR GREATER)		PROP. BUILDING/ CANOPY		CONCRETE		ADASTRIPING		BRICK PAVERS	⇒	100 YR OVERLAND RELIEF
---	----------------------------------	---	--------------------------------------	--	---------------------------	---	----------	---	-------------	---	--------------	---	---------------------------

THIS BLOCK IS FOR OFFICIAL USE ONLY	
UNCLASSIFIED ■■■■■ UNCLASSIFIED ■■■■■ UNCLASSIFIED ■■■■■ UNCLASSIFIED ■■■■■ UNCLASSIFIED ■■■■■ UNCLASSIFIED ■■■■■ UNCLASSIFIED ■■■■■ UNCLASSIFIED ■■■■■	
MANPCPC APPROVAL	
PROJECT NAME:	VSR PROPERTIES, LLC
PROJECT NUMBER:	DSP-19039
UNCLASSIFIED ■■■■■ UNCLASSIFIED ■■■■■ UNCLASSIFIED ■■■■■ UNCLASSIFIED ■■■■■ UNCLASSIFIED ■■■■■ UNCLASSIFIED ■■■■■ UNCLASSIFIED ■■■■■ UNCLASSIFIED ■■■■■	

NICHOLAS B. SPEACH
PROFESSIONAL ENGINEER
EXERCISING AUTHORITY AND
PROFESSIONAL CERTIFICATION
A NICHOLAS B. SPEACH INTEREST STATEMENT THAT THESE
DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND
THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN
THE STATE OF TEXAS.
DATE: 10/19/17

SHEET TITLE:
GRADING AND
UTILTIY
PLAN

SHEET NUMBER:
DSP-41

[illegible]

THE FOLLOWING STATES REQUIRE NOTIFICATION BY EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN THE STATE OF VIRGINIA, MARYLAND, THE DISTRICT OF COLUMBIA, A DELAWARE CALL -882
(WV 1-800-265-6882) (PA 1-800-262-2776) (DC 1-800-267-7
(VA 1-800-552-7001) (MD 1-800-267-7777) (DE 1-800-282-6

NOT APPROVED FOR
CONSTRUCTION

PROJECT No.:	MB1720
DRAWN BY:	TJ
CHECKED BY:	NE
DATE:	03/01/
SCALE:	1" = 4'
CAD D.D.:	D

PROJECT:
DETAILED
SITE PLAN

NSR PROPERTIES,
LLC

LOCATION OF SITE
3599 EAST-WEST HIGHWAY
HYATTSVILLE, MARYLAND
PRINCE GEORGE'S COUNTY
TM 42, GRID A2



16701 MELFORD BLVD, SUITE 31
BOWIE, MARYLAND 20715
Phone: (301) 809-4500
Fax: (301) 809-4501
MD@BohlerEng.com

NIC	CH
-----	----

100

DE 44

7-4211 AN
UNDER
JCFINTE HQ

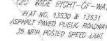
DRAINAGE

AREA
MAP

SHEET NUMBER: _____

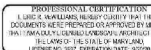
DSP-42

— 42 —



NOTE: IF ANY DISCREPANCIES OCCUR BETWEEN AMOUNTS SHOWN IN THE PLAN AND THE PLANT LIST, THE PLAN SHALL DICTATE.

NOTE: ALL JURISDICTIONAL REQUIREMENTS PERTAINING TO LANDSCAPE FOR THIS DEVELOPMENT ARE SUBJECT TO THE PRINCE GEORGE'S PLAZA TDP/DOZMA MANUAL.



REVISIONS

[illegible]

THE FOLLOWING STATES REQUIRE NOTIFICATION BY
EXHAUSTORS, DESIGNERS, OR ANY PERSON PREPARING TO
DISTURB THE EARTH'S SURFACE ANYWHERE IN THE STATE,
IN VIRGINIA, MARYLAND, THE DISTRICT OF COLUMBIA, AND
DELAWARE: CALL-811

NAV: 1-800-254-7671 (PA: 1-800-242-1776) EDC: 1-822-255-7777
USR: 1-800-453-7301; MVD: 1-800-254-7777; DDE: 1-800-282-8655

NOT APPROVED FOR
CONSTRUCTION

PROJECT No.:	MB172062
DRAWN BY:	JWC
CHECKED BY:	ERM
DATE:	03/01/18
SCALE:	AS SHOWN
CAD ID:	LP2

PROJECT:
DETAILED
SITE PLAN

FOR
NSR PROPERTIES,
LLC
LOCATION OF SITE
3599 EAST-WEST HIGHWAY
HYATTSVILLE, MARYLAND
PRINCE GEORGE'S COUNTY
TM 42, GRID A2

 **BOHLER**
ENGINEERING

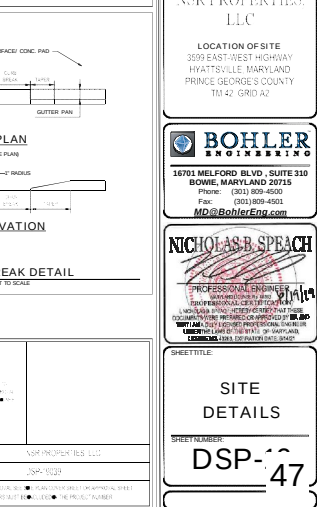
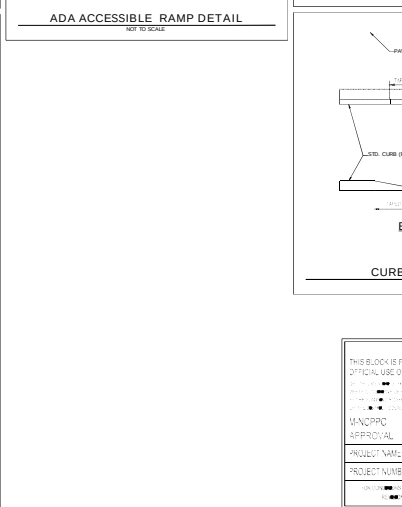
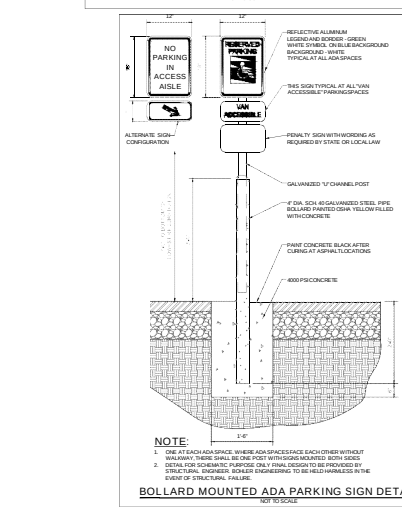
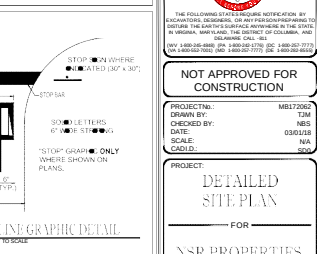
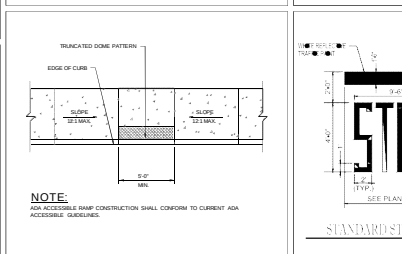
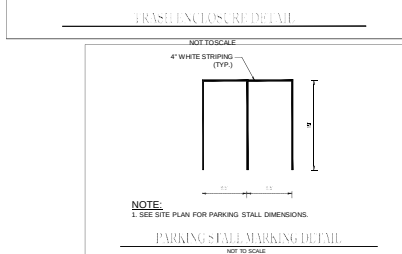
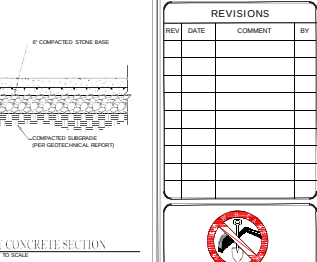
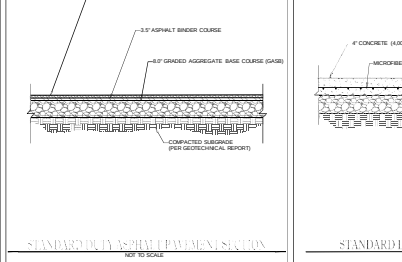
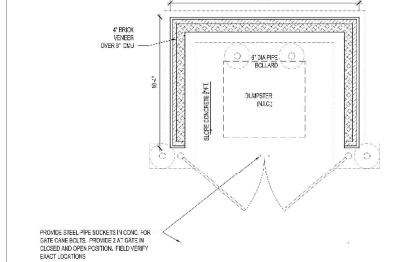
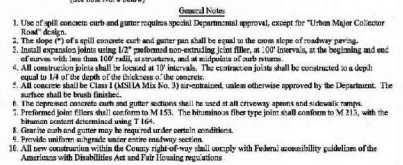
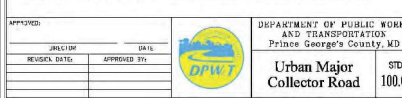
16701 MELFORD BLVD., SUITE 310
BOWIE, MARYLAND 20715

Phone: (301) 820-4500
Fax: (301) 809-4521
MD@BohlerEng.com

SHEET TITLE:

LANDSCAPE
PLAN

SHEET NUMBER:



PROJECT:

PG PLAZA
SUNOCO

NSR PETROLEUM
3599 EAST-WEST HIGHWAY
HYATTSVILLE
PRINCE GEORGE'S COUNTY,
MARYLAND 20732

DEVELOPER:

CONSULTANTS:

PROFESSIONAL SEAL

ISSUED: DATE:
SUBMISSION: MARCH 08, 2018
REVISION: APRIL 08, 2018
REVISION: MAY 23, 2018

NO. REVISION: DATE:

DESIGNED/DRAWN BY: JIA / RJ
REVIEWED/APPROVED BY: BJ
PROJECT NO.: 2018-002
SCALE: AS NOTED

THE DOCUMENT AND IDEAS AND
DESIGNS INCORPORATED HEREIN AS AN
INSTRUMENT OF PROFESSIONAL
SERVICE, IS THE PROPERTY OF DUNNING
GROUP ARCHITECTS, LLC AND IS NOT TO
BE COPIED OR USED, IN WHOLE OR IN
PART FOR ANY OTHER PROJECT
WITHOUT THE WRITTEN AUTHORIZATION
OF DUNNING GROUP ARCHITECTS, LLC.

SHEET TITLE:

BUILDING
CONCEPTUAL
EXTERIOR
ELEVATIONS

SHEET NUMBER

DSP-13

KEYED NOTES: EXTERIOR FINISH MATERIALS

- (1) CMU, ARRISCRRAFT, RENAISSANCE "DRIFTWOOD" CHISELED FINISH
- (2) CMU, ARRISCRRAFT, RENAISSANCE "DRIFTWOOD" SMOOTH FINISH
- (3) BRICK VENEER, RED/LAND BRICK / CUSHAW; #237 "CAMBRIDGE" STANDARD MODULAR
- (4) STOREFRONT, FRAME - CLEAR ANODIZED W/ CLEAR GLAZING
- (5) STEEL CANOPY (PAINTED TO MATCH CLEAR ANODIZED ALUMINUM)
- (6) STEEL CANOPY SUPPORT ROD (PAINTED TO MATCH CLEAR ANODIZED ALUMINUM)
- (7) EXTERIOR INSULATED FINISH SYSTEM (EIFS) #1: SANDBLAST FINISH (COLOR TO MATCH #1 MASONRY)
- (8) EXTERIOR INSULATED FINISH SYSTEM (EIFS) #2: SANDBLAST FINISH (DRYVIT #104 DOVER SKY - TO BE CONFIRMED IN FIELD)
- (9) PREFINISHED 2-PIECE ALUMINUM COPING SYSTEM: PERMASAP, COLOR CLEAR ANODIZED
- (10) SIGNAGE (32.5 SQ. FT. EACH)
- (11) STOREFRONT, DOORS & WINDOWS - CLEAR ANODIZED ALUMINUM, GLAZING - CLEAR
- (12) METAL CLADDING SYSTEM, PAC-CLAD: CLEAR ANODIZED ALUMINUM (BRAKE METAL)
- (13) SIGNAGE - BY SUB-TENANT (TBD)
- (14) STOREFRONT WINDOWS - CLEAR ANODIZED ALUMINUM FRAME WITH BLACK SPANDREL GLAZING
- (15) EIFS #2: SANDBLAST FINISH (DRYVIT #104 DOVER SKY - "V" GROOVE)
- (16) CEMENTITIOUS SIDING, JAMES HARDY, PAINTED TO MATCH #8 COLOR.
- (17) LIGHT FIXTURE, UTILITY - EGRESS (WALL MOUNTED)
- (18) METAL DOOR & FRAME (PAINTED TO MATCH BRICK VENEER COLOR #3)
- (19) LIGHT FIXTURE, DECORATIVE (WALL MOUNTED)
- (20) NOT USED
- (21) CANOPY COLUMN METAL WRAP, COLOR - SUNOCO "MORNING FOG GRAY"
- (22) MULTI-PRODUCT FUEL DISPENSER
- (23) PIPE BOLLARD (PAINTED SUNOCO "GRAY")
- (24) "SUNOCO" LOGO GRAPHIC, NASCAR / FLAG GRAPHIC APPLIED TO METAL CANOPY FASCIA
- (25) NOT USED

1 BUILDING FRONT ELEVATION CONCEPT
SCALE: 3/16" = 1'-0"

2 BUILDING RIGHT SIDE ELEVATION CONCEPT
SCALE: 3/16" = 1'-0"

3 BUILDING LEFT SIDE ELEVATION CONCEPT
SCALE: 3/16" = 1'-0"

NOT BLOCK IN FOR OFFICIAL USE ONLY	
DATE: 03/08/2018	BY: JIA / RJ
DATE: 04/08/2018	BY: BJ
DATE: 05/23/2018	BY: BJ
APPROVAL:	
PROJECT NAME: PG PLAZA	DESIGNER: JIA / RJ
PROJECT NUMBER: 2018-002	DATE: 03/08/2018
FOR OFFICIAL USE ONLY: 03/08/2018	
FOR OFFICIAL USE ONLY: 04/08/2018	
FOR OFFICIAL USE ONLY: 05/23/2018	

PG PLAZA
SUNOCO

NSR PETROLEUM
3599 EAST-WEST HIGHWAY
HYATTSVILLE
PRINCE GEORGE'S COUNTY,
MARYLAND 20782

DEVELOPER:

CONSULTANTS:

PROFESSIONAL SEAL:

ISSUED: DATE:

SUBMISSION: MARCH 08, 2018

NO. REVISION: DATE:

DESIGNED/DRAWN BY: JAI / RJ
REVIEWED/APPROVED BY: BJ
PROJECT NO.: 2018-002
SCALE: AS NOTED

THE DOCUMENT AND IDEAS AND
DESIGNS INCORPORATED HEREIN AS AN
INSTRUMENT OF PROFESSIONAL
SERVICE, IS THE PROPERTY OF DUNNING
GROUP ARCHITECTS, LLC AND IS NOT TO
BE COPIED OR USED, IN WHOLE OR IN
PART FOR ANY OTHER PROJECT
WITHOUT THE WRITTEN AUTHORIZATION
OF DUNNING GROUP ARCHITECTS, LLC.

SHEET TYPE:

GAS PUMP
CANOPY
CONCEPTUAL
ELEVATIONS

SHEET NUMBER:

DSP-15 50

KEYED NOTES: EXTERIOR FINISH MATERIALS

- (1) CMU: ARRISCRAFT, RENAISSANCE 'DRIFTWOOD' CHISELED FINISH
- (2) CMU: ARRISCRAFT, RENAISSANCE 'DRIFTWOOD' SMOOTH FINISH
- (3) BRICK VENEER: REDLAND BRICK / CUSHWA; #237 'CAMBRIDGE' STANDARD MODULAR
- (4) STOREFRONT: FRAME - CLEAR ANODIZED W/ CLEAR GLAZING
- (5) STEEL CANOPY (PAINTED TO MATCH CLEAR ANODIZED ALUMINUM)
- (6) STEEL CANOPY SUPPORT ROD (PAINTED TO MATCH CLEAR ANODIZED ALUMINUM)
- (7) EXTERIOR INSULATED FINISH SYSTEM (EIFS) #1: SANDBLAST FINISH (COLOR TO MATCH #1 MASONRY)
- (8) EXTERIOR INSULATED FINISH SYSTEM (EIFS) #2: SANDBLAST FINISH (DRYVIT #104 DOVER SKY - TO BE CONFIRMED IN FIELD)
- (9) PREFINISHED 2-PIECE ALUMINUM COPING SYSTEM: PERMANAP, COLOR: CLEAR ANODIZED
- (10) SIGNAGE (TBD)
- (11) STOREFRONT: DOORS & WINDOWS - CLEAR ANODIZED ALUMINUM - GLAZING - CLEAR
- (12) METAL CLADDING SYSTEM, PAC-CLAD: CLEAR ANODIZED ALUMINUM (BRAKE METAL)
- (13) SIGNAGE - BY SUB-TENANT (TBD)
- (14) METAL ROOFING / FASCIA SYSTEM: PAC-CLAD: CLEAR ANODIZED ALUMINUM
- (15) EIFS #2: SANDBLAST FINISH (DRYVIT #104 DOVER SKY - "V" GROOVE)
- (16) CEMENTITIOUS SIDING: JAMES HARDI, PAINTED TO MATCH #6 COLOR.
- (17) LIGHT FIXTURE, UTILITY - EGRESS (WALL MOUNTED)
- (18) METAL DOOR & FRAME (PAINTED TO MATCH BRICK VENEER COLOR #3)
- (19) LIGHT FIXTURE, DECORATIVE (WALL MOUNTED)
- (20) NOT USED
- (21) CANOPY COLUMN METAL WRAP: COLOR - SUNOCO 'MORNING FOG GRAY'
- (22) MULTI-PRODUCT FUEL DISPENSER
- (23) PIPE BOLLARD (PAINTED SUNOCO 'GRAY')
- (24) 'SUNOCO' LOGO GRAPHIC, NASCAR / FLAG GRAPHIC APPLIED TO METAL CANOPY FASCIA
- (25) NOT USED

1 NORTH CANOPY ELEVATION CONCEPT
SCALE: 1/4" = 1'-0"



2 EAST CANOPY ELEVATION CONCEPT
SCALE: 1/4" = 1'-0"

3 WEST CANOPY ELEVATION CONCEPT
SCALE: 1/4" = 1'-0"

4 SOUTH CANOPY ELEVATION CONCEPT
SCALE: 1/4" = 1'-0"



THIS BLOCK IS FOR: 2-D TECHNICAL USE ONLY	
PROJECT NAME:	PG PLAZA
PROJECT NUMBER:	2018-002
DATE:	MARCH 08, 2018
SCALE:	AS NOTED
DESIGNED BY:	JAI / RJ
DRAWN BY:	BJ
CHECKED BY:	BJ
APPROVED BY:	BJ

NSR PETROLEUM
1599 EAST-WEST HIGHWAY
HYATTSVILLE
PRINCE GEORGE'S COUNTY,
MARYLAND 20782

DEVELOPER:

CONSULTANTS:

PROFESSIONAL SEAL:

ISSUED: _____ DATE: _____
SIGNAGE _____ APRIL 26, 2018

NO. REVISION: DATE:

DESIGNED/DRAWN BY: JA/BJ
REVIEWED/APPROVED BY: BJ
PROJECT NO: 2018-002
SCALE: AS NOTED

THE DOCUMENT AND IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF DUNNING GROUP ARCHITECTS, LLC AND IS NOT TO BE COPIED OR USED, IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF DUNNING GROUP ARCHITECTS, LLC.

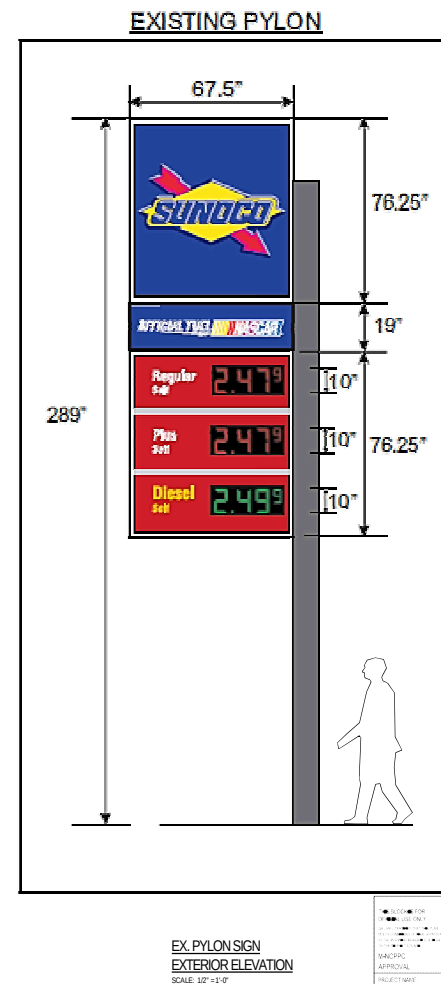
SHEET TITLE:

CONCEPT
SIGN
ELEVATIONS

SHEET NUMBER:

DSP-16

DSP-16 51



EX. PYLON SIGN
EXTERIOR ELEVATION
SCALE: 1/2" = 1'-0"

[illegible]

STATEMENT OF JUSTIFICATION

DSP-19039

APPLICANT: NSR Properties, LLC
7303 Hanover Parkway, #A
Greenbelt, Maryland 20770

CORRESPONDENT: Daniel F. Lynch, Esq.
McNamee Hosea
6411 Ivy Lane, Suite 200
Greenbelt, Maryland 20770
(301) 441-2420 Voice
(301) 982-9450 Fax
dlynch@mhlawyers.com E-mail

REQUEST: Amendment to Detailed Site Plan, Sections 27-285(b), 27-548.25,
27-548.26 of the Zoning Ordinance.

I. DESCRIPTION OF PROPERTY

1. Addresses – 3599 East West Highway, Hyattsville, MD
2. Proposed and Use – Gas station, food and beverage store and offices
3. Election District – 17
4. Lots – Part of Parcel L
5. Total Area – 0.8370 acres
6. Tax Map – 042 /A2
7. Location – Located in the southwest quadrant of the intersection of East West Highway and Belcrest Road.
8. Zoned – M-U-I (with DDOZ overlay)
9. Owners – NSR Properties, LLC.
10. Zoning Map – 207NE03
11. Incorporated Area – City of Hyattsville

II. NATURE OF REQUEST

The applicant is requesting the approval of a detailed site plan (DSP-19039) to allow for the reconstruction of a gas station and food and beverage store on the subject property. The property is currently developed with a 2,983 square foot food and beverage store and 4 multi-product gas dispensers under cover of a canopy. The applicant is proposing to raze all existing improvements on the subject property and construct a 9,446 square foot two-story building that will contain a food and beverage store on the first floor and offices on the second floor, and 8 multi-product dispensers and canopy.

II. PROCEDURAL HISTORY

Special Exception SE-691 was originally approved for a gas station on the subject property in 1961. The existing buildings on-site were built in conformance with that approval. The special exception was revised in 1979 for a kiosk on-site. Subsequently SE-3885 was approved for the subject property in 1989 for the purpose of adding a freestanding car wash and revising the gas station layout. The property was never developed in conformance with SE-3885. A Transit District Overlay Zone was first established for Prince George's Plaza in 1992. The TDDP retained the subject property in the C-S-C Zone, but implemented a T-D-O on the property. The gas station was certified as a nonconforming use through NCGS 14 approved by the District Council on June 13, 1995. In 1998, Council Resolution re-established the Transit District Overlay Zone and adopted the TDDP. The TDDP rezoned the property to the M-X-T Zone and retained the T-D-O. Permit 1438-99-CU/01 certified the food and beverage store and fast food restaurant on site. Permit 8749-99-CG was issued for the installation of an automated teller machine. In April of 2014, the District Council approved CSP-13003 and DSP-12062 for the subject property. The CSP and DSP proposed the redevelopment of the site with a gas station, food and beverage store and car wash. Since the purpose of those applications was to add a car wash to the site, and the amendment to the Table of Uses to allow the car wash was not approved, the applicant chose not to redevelop the site in accordance with those approvals. In July 2016, the District Council re-established the Transit District Overlay Zone for Prince George's Plaza. The TDDP rezoned the subject property from the M-X-T Zone to the M-U-I Zone. On February 28, 2019, the Planning Board approved Preliminary Plan 4-18013 for the Subject Property, subject to 8 conditions.

III. CRITERIA FOR APPROVAL

The required findings for a Detailed Site Plan in the TDOZ are stated in Section 27-548.08(c) of the Zoning Ordinance. As will be demonstrated below, the Applicant complies with the criteria as follows:

1. The Transit District Site Plan is in strict conformance with any mandatory development requirements of the TDDP.

Comment: The Detailed Site Plan conforms with the Mandatory Development Requirements as follows:

Street and Frontages – Blocks

Comment: The applicant is not proposing to create any new blocks with this application and therefore this standard is not applicable.

Streets and Frontages – Frontage Zones

Comment: The proposed building will be set back 50 feet from the street line. The applicant is proposing an 8-foot sidewalk and 6.3 foot tree and furnishing zone along East-west Highway and a 10 foot sidewalk along Belcrest Road. The Belcrest Road sidewalk configuration is consistent with the properties with frontage on Belcrest Road located to the south and east of the subject property. These frontage improvements are also consistent with the conditions imposed by DPIE in its approval of the Site Development Concept Plan. The 8-foot sidewalk and 6.3 foot tree and furnishing zone along East-West Highway is comparable to the sidewalk and tree and furnishing zone provided to the west of the subject property. The applicant is therefore requesting an amendment to the TDDP to allow the frontage zone as proposed herein.

Streets and Frontages – Build-to Lines and Zones

Comment: The minimum build-to line along East-West Highway is 20', which includes a 6' wide tree and furnishing zone and 6' wide clear zone (as set forth in Table 42). The proposed canopy will be set back 25.6 from East West Highway and the applicant is therefore requesting an amendment. The build-to line on Belcrest Road is set for in Table 42 as 33'. The proposed food and beverage store and office building will be setback 43 feet from Belcrest and the applicant is therefore requesting and amendment.

Street and Frontages – Build-to lines - Building Entrances

Comment: The standards require that the primary entrance be located at the front façade of the building. The primary entrance to the food and beverage store faces East West Highway and therefore complies with this standard.

Articulation – As shown on the elevations submitted with the application package, the applicant is proposing a two-story building and the architecture of that building includes canopies over the main entrance as well as the windows facing East West Highway, a tower element and a variation of building materials that add visual interest to the building.

Alleys – The applicant is not constructing any alleys as part of this proposal.

Tree and Furnishing Zones – The applicant is not constructing any streets as part of this proposal and not proposing any improvements within the right-of-way.

Street Lights – The applicant is not proposing to perform any work within the right-of-way.

Street and Frontages – Build-to lines - Articulation

Comment: In order to provide visual interest and reduce the perceived massing and scale of buildings, building architecture shall incorporate at least three of the elements listed. The applicant's architecture does incorporate at least three of those elements. Specifically, the applicant is proposing a tower, covered entry and repetitive windows facing East-West Highway.

Street and Frontage – Alleys

Comment: The applicant is not proposing any alleys as part of this Detailed Site Plan and therefore this standard is not applicable.

Street Frontage – Tree and Furnishing Zones

Comment: As shown in the Detailed Site Plan, the applicant will conform to the standard that is applicable to this site.

Street and Frontage – Street Lights

Comment: The applicant will install street lights along Belcrest Road and East-West Highway as required by SHA and Prince George's County.

Bulk and Height – Lots and Building Placement

Comment: The applicant is not creating any new lots as part of this proposal. The building faces East West Highway, an A Street.

Bulk and Height - Density and Building Height

Comment: The applicant is proposing a two story building. The TDDP states that the maximum building height for this property shall be 28 stories.

Bulk and Height - Public Amenity Height/Bonus Program - This Detailed Site Plan does not propose residential development and this standard is therefore inapplicable.

Site Elements – Placemaking and Open Space

Comment: This Detailed Site Plan does not propose any open space.

Site Elements – Lighting

Comment: This Detailed Site Plan complies with this standard in that the applicant is providing sufficient on-site lighting as to provide for the safe circulation of pedestrians and vehicles on-site, but the lighting fixtures provided will limit the amount of light spillage off-site.

Site Elements - Green Infrastructure

Comment: The proposed development will not impact the Primary Management Area and in addition, the site will be developed in accordance with an approved Site Development Concept Plan.

Site Elements - Tree Canopy Coverage

Comment: As noted on the Detailed Site Plan Landscape Plan, the proposed development complies with the Tree Canopy Coverage Requirements.

Site Elements – Screening

Comment: The external mechanical equipment for the building will be located on the roof and screened. The applicant is not proposing a loading space, but the trash dumpster will be screened from public view via a 6-foot site tight fence.

Site Elements - Walls, Fences and Gates

Comment: As noted above, the applicant is proposing to install a fence around the trash dumpster for screening purposes. The proposed fence complies with the Standards. There are no other fences or walls being proposed by this Detailed Site Plan.

Architectural Elements - Signage

Comment: The applicant is proposing wall signs and a freestanding sign as part of this Detailed Site Plan.

Wall Signs – The proposed building mounted signage meets the dimension requirements.

Freestanding Sign – The applicant is proposing a freestanding sign which is allowed in the Downtown Core. This is an existing sign that the applicant would like to maintain. However, the sign is 24 feet in height and exceeds the 8 foot height limit for freestanding signs. The applicant is therefore requesting an amendment to the Development Standards to allow a 24-foot high freestanding sign.

Architectural Elements – Awning

Comment: The applicant is not proposing any awnings.

Architectural Elements – Balconies

Comment: The applicant is not proposing any balconies

Architectural Elements – Sustainable Building Materials

Comment: The applicant will explore the use of green building materials in the construction of the building.

Parking and Loading

Standards – The standards permit 22.5 parking spaces for this use and the applicant is proposing 17 parking spaces. The Detailed Site Plan therefore complies with the parking cap for the Transit District.

Surface Parking- The surface parking lot proposed as part of this Detailed Site Plan has existed since 1961 and therefore not subject to the restrictions or standards contained in the TDDP.

Loading – This Detailed Site Plan does not proposed a loading facility.

Transportation Adequacy

Comment: A transportation adequacy finding for this project was made during the review and approval of the preliminary plan of subdivision (4-18013)

Downtown Core - General

Comment: The applicant is not proposing any accessory buildings in this Detailed Site Plan.

Downtown Core - Blocks

Comment: As shown on the Detailed Site Plan, the building is facing East West Highway, an A Street.

Downtown Core - A Street

Comment: The Detailed Site Plan demonstrates that the building entrance faces East West Highway. There is no service or loading areas adjacent to East West Highway or Belcrest Road.

Downtown Core- B Street – Not applicable.

Downtown Core - Pedestrian Streets and Promenade – Not applicable.

Downtown Core – Fenestration

Comment: More than 50% of the front facade of the proposed building contains glass and therefore this proposal complies with the TDDP.

Downtown Core -Mixed Use and Nonresidential Buildings

Comment: The applicant is proposing an amendment to the build-to line requirement as it is proposing to locate the building along the southern property line of the subject property. It is also requesting an amendment to this requirement since the building on the adjacent property meets the BTL requirement. As noted, the applicant is proposing to construct a canopy and fueling dispensers along the East West Highway frontage and given the nature of the use, compliance with this requirement is not conducive to the circulation of vehicles and pedestrians on the property.

Transit District Table of Uses

Comment: The Table of Uses for the Prince George's Transit District Development Plan provides that in the MUI Zone a gas station "is permitted and not nonconforming within the Prince George's Plaza Transit District if legally existing on July 19, 2016. New uses of this type are prohibited within the Transit District. New uses of this type are prohibited within the Transit District.' As indicated above, the subject gas station has existed on the subject property since the early 1960s and under the plain reading of the TDDP, the use is therefore a permitted use. This is not a "new use." The applicant's proposal to raze and rebuild the food and beverage store and increase the number of fuel pumps does not change the use of the property. "Use" is defined in the Zoning Ordinance as follows:

Use:

(A) A "Use" is either:

(i) The purpose for which a "Building," "Structure," or land is designed, arranged, intended, maintained, or occupied; or

(ii) Any activity, occupation, business, or operation carried on in, or on, a "Building," "Structure," or parcel of land

Building is defined in the Zoning Ordinance as follows:

Building:

(A) A "Structure" having a roof and used for the shelter, support, or enclosure of persons, animals, or property. Any part of a "Building" is considered a separate "Building" when:

(i) It is entirely separated from all other parts by a wall extending from the lowest floor to the roof; and

(ii) It has no door or other opening directly to the other parts.

The applicant is proposing to raze the existing food and beverage store and gas canopy on the property and construct a larger food and beverage store and gas canopy. The applicant is not proposing to introduce a new gas station use to the property as the gas station use currently exists and has existed since the early 1960s and under the plain reading of the TDDP, it is a permitted use.

This is further supported on page 180 of the TDDP which contains a discussion of the rezoning of the subject property from the M-X-T to the M-U-I Zone. The TDDP states, in part, that "[t]his rezoning permits these properties to retain the uses that they have on an interim basis

while they transition as the market allows to the walkable urban products the real estate market increasingly demands.” The applicant is proposing to retain the existing use, a gas station and food and beverage store, on the subject property, as anticipated by the TDDP. The fact that this applicant is proposing to construct a new food and beverage store and increase the size on the canopy and number of fuel pumps does not change the use.

However, out of an abundance of caution, should the District Council determine that the applicant’s proposal introduces a new use to the property, the applicant requests that the Table of Uses be amended in accordance with Section 27-548.09.01(b)(1) of the Zoning Ordinance. Section 27-548.09.01(b)(1) provides that a property owner may request a change to the list of allowed uses to the approved Transit District Overlay Zone. This applicant requests to change the list of allowed uses for the Prince George’s Plaza Approved District Development Plan.

Section 27-548.09.01– Amendment of Approved Transit District Overlay Zone

(b) Property Owner

- (1) A property owner may ask the District Council, but not the Planning Board, to change the boundaries of the T-D-O Zone, a property’s underlying zone, the list of allowed uses, building height restrictions or parking standards in the Transit District Development Plan.
- (2) The owner's application shall include:
 - (A) A statement showing that the proposed development conforms with the purposes and recommendations for the Transit District, as stated in the Transit District Development Plan; and
 - (B) A Detailed Site Plan or Conceptual Site Plan, in accordance with Part 3, Division 9

The applicant is proposing to redevelop and existing gas station and convenience store that has existing on the subject property since the early 1960s. Generally, the redevelopment will bring the site into conformance with current stormwater management regulations, reduce the number of access driveways along East-West Highway and Belcrest Road, improve the sidewalks along the site’s road frontage, create a greater mix of uses on the property, and replace a 2,983 square foot single story building with a 9,580 square foot two story building. The applicant is therefore bringing the site into conformance with the TDDP. First, it is retaining two of the existing uses on the property as anticipated when the property was placed in the M-U-I Zone. Further, the development of the site with a 2-story building will be greater bulk and height to this property which is located in the downtown core. Finally, the reduction of number of access driveways and modifications of the sidewalks along East-West Highway and Belcrest Road will improve the pedestrian system in the Transit District. Overall, the applicant believes that this proposal conforms to the purposes and recommendations contained in the TDDP.

2. The Transit District Site Plan is consistent with, and reflects the Site Design Guidelines and criteria contained in, the TDDP.

Comment: The proposed gas station, food and beverage store and office building, as shown on the Detailed Site Plan, is consistent with the applicable Design Guidelines contained in the TDDP except for the amendments requested herein.

3. The Transit District Site Plan meets all the requirements of the TDOZ and applicable regulations of the underlying zone.

Comment: The regulations for the TDOZ are contained in Section 27-548.06 of the Zoning Ordinance. The applicant's proposal, as shown on the Detailed Site Plan, complies with these regulations.

4. The location, size and design of buildings, signs, other structures, open spaces, landscaping, pedestrian and vehicular circulation systems, and parking and loading areas maximize safety and efficiency and are adequate to meet the purposes of the TDOZ.

Comment: With the amendments being requested by the applicant, the location, size and design of the building proposed and other site features will not only improve the safety and efficiency of the site, but will meet the purposes of the TDOZ found in Section 27-548.03 of the Zoning Ordinance.

5. Each structure and use, in the manner proposed, is compatible with other structures and uses in the transit district and with existing and proposed development.

Comment: The applicant is proposing to raze the existing single story gas station and convenience store building and construct a two story building that will not only contain the food and beverage store use, but will also contain office uses on the second story. Not only will this proposal create greater mass on site, but the proposed architecture of the building and building materials complement the structure located on the adjacent property. In addition, the applicant will be improving the pedestrian system along the East-West Highway and Belcrest Road frontages of the property. The applicant is requesting amendments to the TDDP standards relative to each frontage, but the amendments will allow for a design that is compatible with the properties located to the west, south and east of the subject property.

6. In addition to the findings above, the following is required for Detailed Site Plans:

- a. The Planning Board shall find that the Detailed Site Plan is in general conformance with the approved Conceptual Site Plan (if one is required).**

Comment: The property is zoned M-U-I and conceptual site plan approval is not applicable.

IV. CONFORMANCE WITH PRELIMINARY PLAN SUBDIVISION

As indicated above, Preliminary Plan 4-18013 was approved by the Prince George's Planning Board on February 28, 2019 subject to 8 conditions. The conditions relevant to this Detailed Site Plan are follows:

- 2. Total development within the subject parcel shall be limited to uses which generate no more than 166 AM and 130 PM peak-hour trips. Any development generating an impact greater than that identified herein shall require a new determination of the adequacy of transportation facilities and a new preliminary plan of subdivision.**

Comment: The development of this site with the gas station, convenience store and offices complies with this condition of approval.

4. Development of this site shall be in conformance with an approved Stormwater Management Concept Plan, 2296-2018-00, and any subsequent revisions.

Comment: The development conforms to that proposed under SDCP 2296-2018-00.

5. In conformance with the 2009 *Approved Countywide Master Plan of Transportation* and the 2016 *Approved Prince George's Plaza Transit District Development Plan and Transit District Overlay Zoning Map Amendment*, the applicant and the applicant's heirs, successors, and/or assignees shall provide the following unless modified by the road operating agency:
 - a. An eight-foot-wide sidewalk along the frontage of MD 410 (East West Highway).
 - b. A 10-foot-wide cycle track along the frontage of Belcrest Road.

Comment: The frontage improvements to MD 410 and Belcrest Road conform to the requirements of SHA and DPIE.

7. Prior to approval of a detailed site plan, the applicant and the applicant's heirs, successors, and/or assignees shall provide an exhibit that illustrates the location, limits, and details of the off-site bicycle and pedestrian impact statement improvements along Belcrest Road, consistent with Section 24-124.01(f) of the Subdivision Regulations.

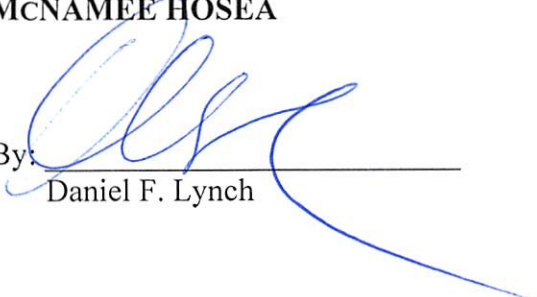
Comment: The applicant has included this exhibit in the application package.

V. CONCLUSION

The applicant, NSR Properties, LLC, is seeking approval of this Detailed Site Plan to allow it to reconstruct a gas station and food and beverage store on the abovementioned property. The applicant believes that this request, subject to the amendments requested herein, meets the standards of the approved TDDP for Prince George's Plaza and therefore the applicant respectfully requests approval of DSP-19039.

Respectfully submitted,

MCNAMEE HOSEA

By: 

Daniel F. Lynch

**APPLICATION FORM****DO NOT WRITE IN THIS SPACE**

Application No.(s): _____ Planning Board Review ☐ Planning Director Review ☐

Acceptance Date: _____ 70-day limit _____ Limit waived–New limit _____

Posting Waived ☐ Posting Date: _____ No. of Signs Posted: _____ Agenda Date: _____

Filing Fee: _____ Posting Fee: _____ Case Reviewer: _____

Subdivision Development Review Committee Date: _____

Referral Mail-Out Date: _____ Referral Due Date: _____

Date of Informational Mailing: _____ Date of Acceptance Mailing: _____

APPLICATION TYPE: DSP ☐ Revision of Case # DSP-12062

Companion Case(s): _____

PROJECT NAME: NSR Properties, LLC

Complete address (if applicable) and Geographic Location (distance related to or near major intersection)
3599 East West Highway, Hyattsville, MD 20782.

Located in the southwest quadrant of the intersection of East West Highway and Belcrest Road.

Total Acreage: 0.8370	Policy Analysis Areas: N/A	Election District: 17
Tax Map/Grid: 42/A2	Current Zone(s): M-U-I (TDOZ)	Council District: 2
WSSC Grid: 207NE03	Existing Lots/Blocks/Parcels: Part of Parcel L	Dev. Review District:
COG TAZ: 974	PG TAZ: 725	Aviation Policy Area: N/A
Planning Area: 68	In Municipal Boundary: Hyattsville	Is development exempt from grading permit pursuant to 32-127(a)(6)(A): ☐ Y ☐ N

(2002) General Plan Tier: ☒ Developed ☐ Developing ☐ Rural Area of proposed LOD: _____

Proposed Use of Property and Request of Proposal: Gas station, food and beverage store and offices; Detailed Site Plan approval required in DDOZ	Please list and provide copies of resolutions of previously approved applications affecting the subject property: CSP-13003, DSP12062, NCGS-014, SE-3885 and ROSP-3885/01
--	--

Applicant Name, Address & Phone: NSR Properties, LLC 7303 Hanover Parkway, #A Greenbelt, MD 20770 Owner Name, Address & Phone: (if same as applicant indicate same/corporation see Disclosure) Same	Consultant Name, Address & Phone: McNamee Hosea 6411 Ivy Lane, Suite 200 Greenbelt, MD 20770 Contact Name, Phone & E-mail: Dan Lynch dlynch@mhlawyers.com 301-441-2420 (P) 301-982-9450 (F)
---	--

SIGNATURE (Sign where appropriate; include Application Form Disclosure for additional owner's signatures)

Owner's Signature typed _____

Date _____

Applicant's Signature typed _____

Date _____

Contract Purchaser's Signature typed _____

Date _____

Applicant's Signature typed _____

Date _____

SUBDIVISION CASES – PRELIMINARY PLAN/CONSERVATION SKETCH PLAN:**Type of Application (Check all that apply)**

Conventional ☐	Comprehensive Design ☐	Conservation Sketch Plan ☐	Pre-Preliminary Plan ☐
---------------------------------------	---	---	---

Variation, Variance or Alternative Compliance Request(s)
Yes ☐ No ☐

Applicable Zoning/Subdivision Regulation Section(s):

Total Number of Proposed:

Lots _____ Outlots _____ Parcels _____ Outparcels _____

Number of Dwelling Units:

Attached _____ Detached _____ Multifamily _____

Gross Floor Area (Nonresidential portion only):

SUBDIVISION CASES – FINAL PLAT:

Water/Sewer: DER ☐ Health Dept. ☐

Number of Plats:

CSP/DSP/SDP No.:

WSSC Authorization No.:

Preliminary Plan No.:

Approval Date of Preliminary Plan:

URBAN DESIGN AND ZONING CASES:

Details of Request:

Detailed Site Plan for gas station, food and beverage store and offices in Transit District Development Zone for Prince George's Plaza. Amendments to Transit District Development Standards.

Zoning Ordinance Section(s):

27-285(b), 27-548.25, and 27-548.26

Total Number of Proposed:

Lots _____ Outlots _____ Parcels 1 _____ Outparcels _____

Number of Dwelling Units:

Attached _____ Detached _____ Multifamily _____

Gross Floor Area (Nonresidential portion only):

9,446

Variance Request

Yes ☐ No ☒

Applicable Zoning/Subdivision Regulation Section(s):

Departure Request

Yes ☐ No ☒

Application Filed

Yes ☐ No ☐

Alternative Compliance Request

Yes ☐ No ☒

Application Filed

Yes ☐ No ☐

APPLICATION FORM DISCLOSURE

List all persons having at least five percent (5%) interest in the subject property.

Owner(s) Name - printed	Signature and Date	Residence Address

If the property is owned by a corporation, please fill in below.

Officers	Date Assumed Duties	Residence Address	Business Address

Board of Directors	Date Assumed Duties	Date Term Expires	Residence Address	Business Address

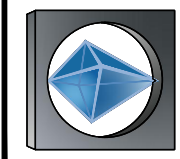
**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
14741 GOVERNOR ODEN BOWIE DRIVE
UPPER MARLBORO, MD 20772
DEVELOPMENT REVIEW DIVISION
301-952-3530**

M-NCPPC
APPROVAL

PROJECT NAME: NSR PROPERTIES, LLC

PROJECT NUMBER: DSP-19039

FOR CONDITIONS OF APPROVAL SEE SITE PLAN COVER SHEET OR APPROVAL SHEET
REVISION NUMBERS MUST BE INCLUDED IN THE PROJECT NUMBER

BOHLER
ENGINEERING™[illegible]

REVISIONS

[illegible]

THE FOLLOWING STATES REQUIRE NOTIFICATION BY
EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO
DISTURB THE EARTH'S SURFACE ANYWHERE IN THE STATE
IN VIRGINIA, MARYLAND, THE DISTRICT OF COLUMBIA, AND
DELAWARE CALL - 811
(WV 1-800-245-4848) (PA 1-800-242-1776) (DC 1-800-257-7777)
(VA 1-800-552-7001) (MD 1-800-257-7777) (DE 1-800-282-8555)

NOT APPROVED FOR
CONSTRUCTION

PROJECT No.:	MB172062
DRAWN BY:	TJM
CHECKED BY:	NBS
DATE:	03/01/18
SCALE:	N/A
CAD I.D.:	SD0

DETAILED SITE PLAN

- FOR

NSR PROPERTIES,
LLC

LOCATION OF SITE
3599 EAST-WEST HIGHWAY
HYATTSVILLE, MARYLAND
PRINCE GEORGE'S COUNTY
TM 42, GRID A2

BOHLER
ENGINEERING

16701 MELFORD BLVD , SUITE 310
BOWIE, MARYLAND 20715
 Phone: (301) 809-4500
 Fax: (301) 809-4501
MD@BohlerEng.com

NICHOLAS B. SPEACH

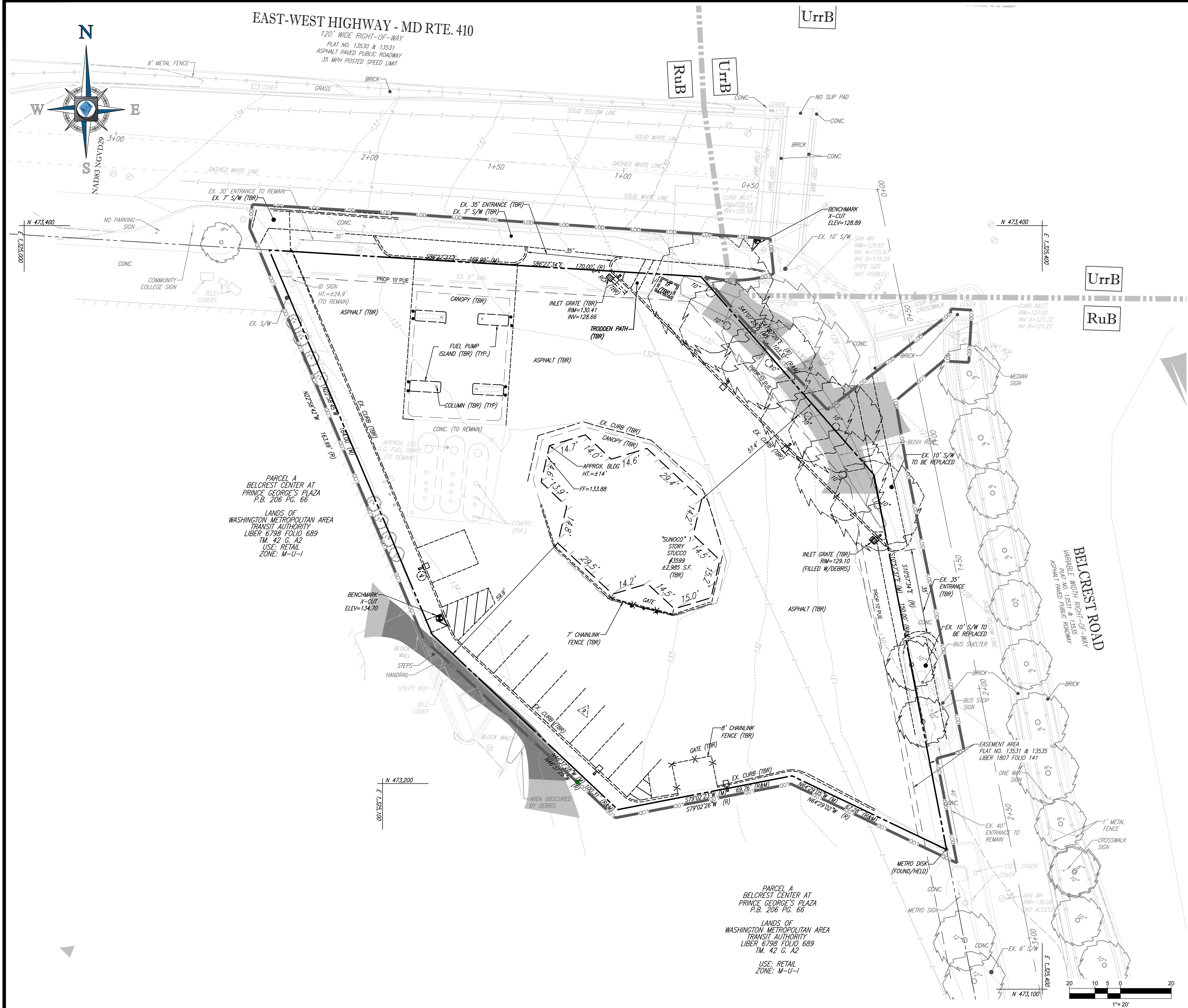
PROFESSIONAL ENGINEER

MARYLAND LICENSE NO. 40263
PROFESSIONAL CERTIFICATION
 I, NICHOLAS B. SPEACH, HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 40263, EXPIRATION DATE: 6/14/21

SHEET TITLE:
APPROVALS
SHEET

SHEET NUMBER

DSP-2



GENERAL DEMOLITION PLAN NOTES

- PRIOR TO STARTING ANY DEMOLITION CONTRACTOR IS RESPONSIBLE FOR/TO:
 - ENSURING THAT COPIES OF ALL APPLICABLE PERMITS AND APPROVALS ARE MAINTAINED ON-SITE AND AVAILABLE FOR REVIEW.
 - INSTALLING THE REQUIRED SOIL EROSION AND SEDIMENT CONTROL AND/OR TREE PROTECTION MEASURES PRIOR TO SITE DISTURBANCE.
 - LOCATING VERTICALLY AND HORIZONTALLY ALL UTILITIES AND SERVICES, INCLUDING, BUT NOT LIMITED TO GAS, WATER, ELECTRIC, SANITARY AND STORM SEWER, TELEPHONE, CABLE, FIBER OPTIC CABLE, ETC. WITHIN THE LIMITS OF DISTURBANCE. THE CONTRACTOR SHALL USE AND COMPLY WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY NOTIFICATION SYSTEM TO LOCATE ALL THE UNDERGROUND UTILITIES.
 - PROTECTING AND MAINTAINING IN OPERATION, ALL ACTIVE SYSTEMS THAT ARE NOT BEING REMOVED DURING ALL DEMOLITION ACTIVITIES.
 - FAMILIARIZING THEMSELVES WITH THE APPLICABLE UTILITY SERVICE PROVIDER AND IS RESPONSIBLE FOR ALL COORDINATION REGARDING UTILITY DEMOLITION REQUIRED FOR THE PROJECT. THE CONTRACTOR SHALL PROVIDE THE OWNER WRITTEN NOTIFICATION THAT THE EXISTING UTILITIES AND SERVICES HAVE BEEN TERMINATED AND ABANDONED IN ACCORDANCE WITH JURISDICTION AND UTILITY COMPANY REQUIREMENTS.
 - COORDINATION WITH UTILITY COMPANIES REGARDING WORKING "OFF-PEAK" HOURS OR ON WEEKENDS AS MAY BE REQUIRED TO MINIMIZE THE IMPACT ON THE AFFECTED PARTIES.
 - A COMPLETE INSPECTION FOR CONTAMINANTS BY A LICENSED ENVIRONMENTAL TESTING AGENCY OF ALL BUILDINGS AND/OR STRUCTURES TO BE REMOVED. SAME SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL ENVIRONMENTAL REGULATIONS. ANY/ALL CONTAMINANTS SHALL BE REMOVED AND DISPOSED OF BY A FEDERALLY LICENSED CONTRACTOR IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS. CONTRACTOR TO COORDINATE WITH THE OWNER'S ENVIRONMENTAL ENGINEER PRIOR TO DEMOLITION ACTIVITIES AND NO DEMOLITION SHALL BE PERFORMED UNTIL OWNER'S ENVIRONMENTAL CONSULTANT CONFIRMS ALL BUILDINGS AND STRUCTURES ARE FREE OF ASBESTOS-CONTAINING MATERIALS AND OTHER REGULATED WASTE MATERIALS.
- CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL AND GENERALLY ACCEPTED SAFE PRACTICES IN CONFORMANCE WITH THE CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AS WELL AS FEDERAL, STATE, AND LOCAL REGULATIONS WHEN DEMOLITION RELATED ACTIVITIES IMPACT ROADWAYS OR ROADWAY RIGHTS-OF-WAY. CONTRACTOR IS RESPONSIBLE FOR PERMIT.
- CONDUCT DEMOLITION ACTIVITIES IN SUCH A MANNER TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, SIDEWALKS, WALKWAYS, AND OTHER ADJACENT FACILITIES. STREET CLOSURE PERMITS MUST BE OBTAINED FROM THE APPROPRIATE GOVERNMENTAL AUTHORITY.
- DEMOLITION ACTIVITIES AND EQUIPMENT SHALL NOT USE AREAS OUTSIDE THE DEFINED PROPERTY LINE WITHOUT WRITTEN PERMISSION OF THE APPLICABLE PROPERTY OWNER, AND/OR APPROPRIATE GOVERNMENT AGENCY.
- USE DUST CONTROL MEASURES TO LIMIT AIRBORNE DUST AND DIRT RISING AND SCATTERING IN THE AIR IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL STANDARDS. AFTER THE DEMOLITION IS COMPLETE, ADJACENT STRUCTURES AND IMPROVEMENTS SHALL BE CLEANED OF ALL DUST AND DEBRIS CAUSED BY THE DEMOLITION OPERATIONS. THE CONTRACTOR IS RESPONSIBLE FOR RETURNING ALL ADJACENT AREAS TO THEIR "PRE-DEMOLITION" CONDITION.
- CONTRACTOR IS RESPONSIBLE TO SAFEGUARD SITE AS NECESSARY TO PERFORM THE DEMOLITION IN SUCH A MANNER AS TO PREVENT THE ENTRY OF UNAUTHORIZED PERSONS AT ANY TIME.
- THIS DEMOLITION PLAN IS INTENDED TO IDENTIFY THOSE EXISTING ITEMS/CONDITIONS WHICH ARE TO BE REMOVED. IT IS NOT INTENDED TO PROVIDE DIRECTION OTHER THAN THAT ALL "MEANS AND METHODS" ARE TO BE IN ACCORDANCE WITH STATE, FEDERAL, LOCAL, AND JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OSHA AND OTHER SAFETY PRECAUTIONS NECESSARY TO PROVIDE A SAFE WORK SITE.
- DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE. ALL DEMOLITION WASTES AND DEBRIS (SOLID-WASTE) SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL TOWN, COUNTY, STATE, AND FEDERAL LAWS AND APPLICABLE CODES. IN-ORGANIC AND NON-METALLIC DEMOLISHED MATERIAL MAY BE RE-USED ON SITE FOR FILL ASSUMING THAT IT HAS BEEN REDUCED TO A GRANULAR SIZE SUITABLE FOR COMPACTION (PASSING A 2.5" OR SMALLER SIEVE). MATERIAL SIZE AND COMPACTION TO BE IN ACCORDANCE WITH ALL TOWN, COUNTY, STATE AND FEDERAL LAWS AND APPLICABLE CODES.
- RE-MEDIATE SITE OF ASBESTOS AND COORDINATE OPERATIONS WITH OWNER'S ENVIRONMENTAL CONSULTANT FOLLOWING CONSULTANT'S SPECIFICATIONS. CONTRACTOR SHALL FILE THE MDE AND EPA ASBESTOS NOTIFICATION 10 BUSINESS DAYS PRIOR TO STARTING ASBESTOS ABATEMENT WORK.
- CONTRACTOR WILL AID IN OBTAINING THE DEMOLITION PERMIT, TO INCLUDE PEST INSPECTION.
- EXISTING WET UTILITIES ARE TO BE REMOVED/CAPPED/ABANDONED IN ACCORDANCE WITH ALL JURISDICTIONAL REQUIREMENTS, INCLUDING ALL REQUIRED VULNERABILITY PERMITTING. CONTRACTOR WILL AID THE OWNER WITH DRY UTILITY DISCONNECTS TO INCLUDE COMMUNICATIONS, POWER AND GAS.
- ALL DEMOLITION ACTIVITIES ARE TO BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AS WELL AS ALL FEDERAL, STATE AND LOCAL REGULATIONS AND TO COMPLY WITH LOCAL CODES AND GOVERNANCES. ANY DISCREPANCIES OR DEVIATIONS SHALL BE IDENTIFIED BY THE CONTRACTOR TO BOHLER ENGINEERING IN WRITING FOR RESOLUTION PRIOR TO INITIATION OF SITE ACTIVITY.
- BOHLER ENGINEERING IS NOT RESPONSIBLE FOR JOB SITE SAFETY OR SUPERVISION. CONTRACTOR IS TO PROCEED WITH THE DEMOLITION IN A SYSTEMATIC AND SAFE MANNER, FOLLOWING ALL THE OSHA REQUIREMENTS, TO ENSURE PUBLIC AND CONTRACTOR SAFETY.
- THE CONTRACTOR SHALL PROVIDE ALL THE "MEANS AND METHODS" NECESSARY TO PREVENT MOVEMENT, SETTLEMENT, OR COLLAPSE OF EXISTING STRUCTURES, AND ANY OTHER IMPROVEMENTS THAT ARE REMAINING ON-SITE OR OFF-SITE. THE DEMOLITION CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS OF DAMAGE TO ALL ITEMS THAT ARE TO REMAIN AS A RESULT OF HIS ACTIVITIES. ALL REPAIRS SHALL USE NEW MATERIAL. THE REPAIRS SHALL RESTORE THE ITEM TO THE PRE-DEMOLITION CONDITION.
- IN THE ABSENCE OF SPECIFICATIONS, THE CONTRACTOR SHALL PERFORM EARTH MOVEMENT ACTIVITIES, DEMOLITION AND REMOVAL OF ALL FOUNDATION WALLS, FOOTINGS, AND OTHER MATERIALS WITHIN THE LIMITS OF DISTURBANCE.
- EXPLOSIVES SHALL NOT BE USED WITHOUT PRIOR WRITTEN CONSENT OF BOTH THE OWNER AND APPLICABLE GOVERNMENTAL AUTHORITIES. ALL THE REQUIRED PERMITS AND EXPLOSIVE CONTROL MEASURES THAT ARE REQUIRED BY THE FEDERAL, STATE, AND LOCAL GOVERNMENTS SHALL BE IN PLACE PRIOR TO STARTING AN EXPLOSIVE PROGRAM. THE CONTRACTOR IS RESPONSIBLE FOR PERMITS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR ALL INSPECTION AND SEISMIC VIBRATION TESTING THAT IS REQUIRED TO MONITOR THE EFFECTS ON ALL LOCAL STRUCTURES.

DEMOLITION/REMOVAL LEGEND

DEMOLITION/REMOVAL NOTE	TYPICAL NOTE TEXT	DEMOLITION/REMOVAL NOTE	TYPICAL NOTE TEXT
-----	EASEMENT LINE	WM	WATER METER
=====	CONCRETE CURB & GUTTER	WV	WATER VALVE
~~~~~	TREE LINE	-----	LIMIT OF DISTURBANCE
-----S-----	SANITARY SEWER LATERAL	UrrB	SOIL BOUNDARY AND TYPE
-----W-----	UNDERGROUND WATER LINE	RuB	SOIL BOUNDARY AND TYPE
-----E-----	UNDERGROUND ELECTRIC LINE		
-----G-----	UNDERGROUND GAS LINE		
-----OH-----	OVERHEAD WIRE		
-----T-----	UNDERGROUND TELEPHONE LINE		
-----C-----	UNDERGROUND CABLE LINE		
-----S-----	STORM SEWER		
-----S-----	SANITARY SEWER MAIN		
HY	HYDRANT		
SM	SANITARY MANHOLE		
DM	STORM MANHOLE		

THIS BLOCK IS FOR OFFICIAL USE ONLY

OR LABEL CERTIFIES THAT THIS PLAN MEETS CONDITIONS OF FINAL APPROVAL BY THE PLANNING BOARD, ITS DESIGNEE OR THE DISTRICT COUNCIL.

M-NCPPC APPROVAL

PROJECT NAME: NSR PROPERTIES, LLC

PROJECT NUMBER: DSP-19039

FOR CONDITIONS OF APPROVAL SEE SITE PLAN COVER SHEET OR APPROVAL SHEET. REVISION NUMBERS MUST BE INCLUDED IN THE PROJECT NUMBER.

**BOHLER ENGINEERING**

SITE CIVIL AND CONSULTING ENGINEERING, ARCHITECTURE, LAND SURVEYING, DESIGN, PERMITTING SERVICES, TRANSPORTATION SERVICES, SUSTAINABLE DESIGN

CHARLOTTE, NC  
ATLANTA, GA  
SOUTH FLORIDA  
DALLAS, TX  
BALTIMORE, MD  
BIRMINGHAM, AL  
CHICAGO, IL  
CINCINNATI, OH  
COLUMBIA, SC  
DENVER, CO  
FORT LAUDERDALE, FL  
HOUSTON, TX  
INDIANAPOLIS, IN  
JACKSONVILLE, FL  
KANSAS CITY, MO  
LOS ANGELES, CA  
MEMPHIS, TN  
MIAMI, FL  
MINNEAPOLIS, MN  
NEW YORK, NY  
PHILADELPHIA, PA  
PORTLAND, ME  
SAN ANTONIO, TX  
SAN FRANCISCO, CA  
SEATTLE, WA  
SPRINGFIELD, IL  
TAMPA, FL  
WASHINGTON, DC  
WICHITA, KS  
WILSON, NC

REV	DATE	COMMENT	BY

**NOT APPROVED FOR CONSTRUCTION**

PROJECT No.: MB172062  
DRAWN BY: TJM  
CHECKED BY: NBS  
DATE: 03/01/18  
SCALE: 1" = 20'  
CAD I.D.: EXD

**DETAILED SITE PLAN**

FOR

**NSR PROPERTIES, LLC**

LOCATION OF SITE  
3599 EAST-WEST HIGHWAY  
HYATTSVILLE, MARYLAND  
PRINCE GEORGE'S COUNTY  
TM 42, GRID A2

**BOHLER ENGINEERING**

16701 MELFORD BLVD., SUITE 310  
BOWIE, MARYLAND 20715  
Phone: (301) 809-4500  
Fax: (301) 809-4501  
MD@BohlerEng.com

**NICHOLAS B. SPEACH**

PROFESSIONAL ENGINEER  
MAY 19/19

UNLESS I, SPEACH, HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 4085, EXPIRATION DATE 04/01/21.

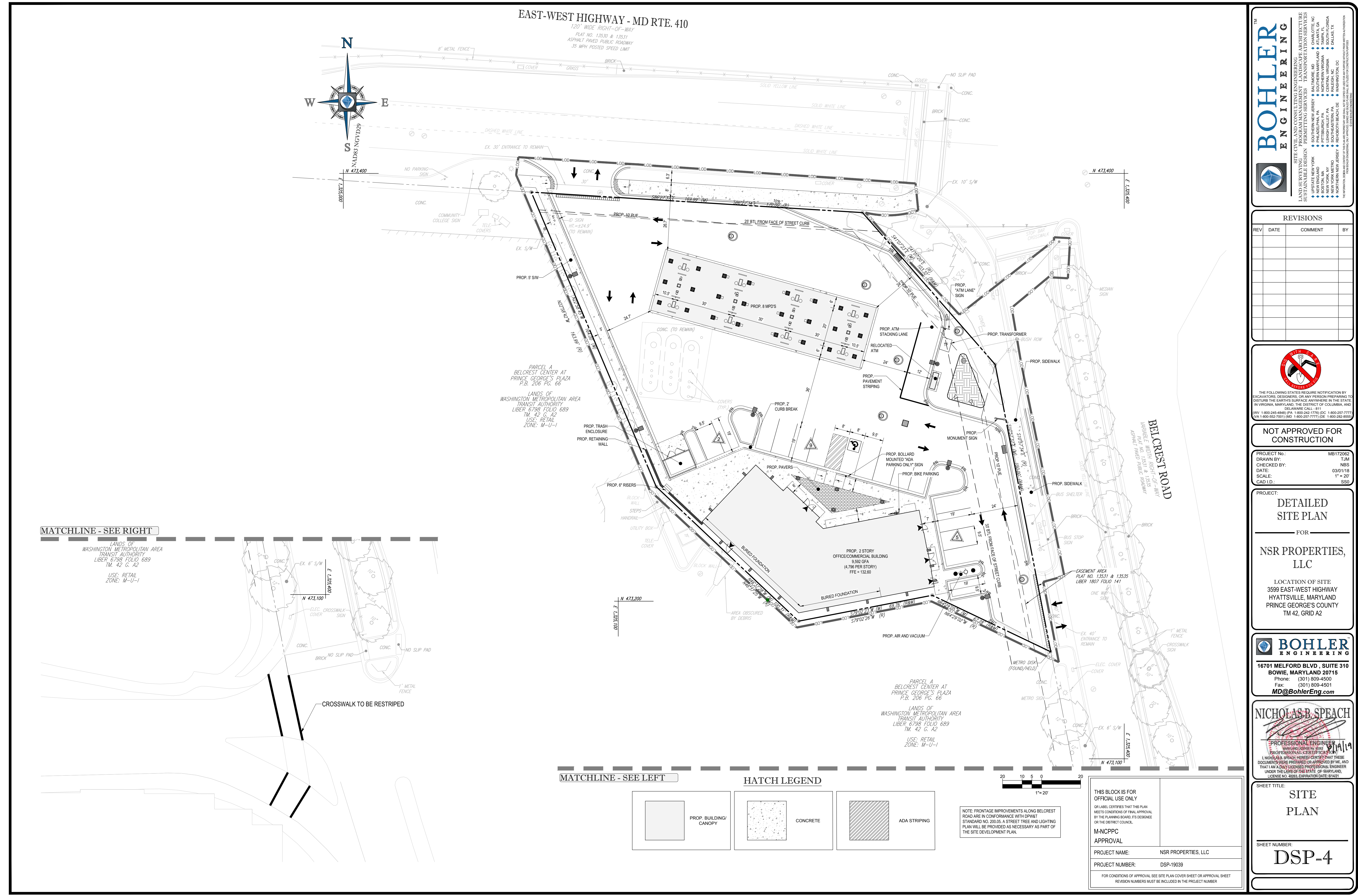
SHEET TITLE:

**EXISTING CONDITIONS AND DEMOLITION PLAN**

SHEET NUMBER:

**DSP-3**





BOHLER  
ENGINEERING

SITE CIVIL AND CONSULTING ENGINEERING  
LAND SURVEYING DESIGN  
SUSTAINABLE DESIGN

TRANSPORTATION SERVICES  
PERMITTING SERVICES  
ARCHITECTURE

CHARLOTTE, NC  
ATLANTA, GA  
BALTIMORE, MD  
BOSTON, MA  
CHICAGO, IL  
CINCINNATI, OH  
COLUMBIA, SC  
DENVER, CO  
FORT LAUDERDALE, FL  
HOUSTON, TX  
LOS ANGELES, CA  
MIAMI, FL  
MINNEAPOLIS, MN  
NEW YORK, NY  
PHILADELPHIA, PA  
PORTLAND, ME  
SAN ANTONIO, TX  
SEATTLE, WA  
SPRINGFIELD, IL  
TAMPA, FL  
WASHINGTON, DC  
WICHITA, KS  
WILSON, NC

REVISIONS			
REV	DATE	COMMENT	BY



THE FOLLOWING STATES REQUIRE NOTIFICATION BY EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN THE STATE OF VIRGINIA, MARYLAND, THE DISTRICT OF COLUMBIA, AND DELAWARE CALL: 811 (WV 1-800-345-4848) (PA 1-800-242-1777) (DC 1-800-257-7777) (VA 1-800-552-7070) (MD 1-800-257-7777) (DE 1-800-282-8569)

NOT APPROVED FOR  
CONSTRUCTION

PROJECT No.: MB172062  
DRAWN BY: TJM  
CHECKED BY: NBS  
DATE: 03/01/18  
SCALE: 1" = 20'  
CAD I.D.: SSD

PROJECT:  
DETAILED  
SITE PLAN

FOR  
NSR PROPERTIES,  
LLC

LOCATION OF SITE  
3599 EAST-WEST HIGHWAY  
HYATTSVILLE, MARYLAND  
PRINCE GEORGE'S COUNTY  
TM 42, GRID A2

BOHLER  
ENGINEERING

16701 MELFORD BLVD., SUITE 310  
BOWIE, MARYLAND 20715  
Phone: (301) 809-4500  
Fax: (301) 809-4501  
MD@BohlerEng.com

NICHOLAS B. SPEACH



PROFESSIONAL ENGINEER  
STATE OF MARYLAND  
LICENSE NO. 19191  
EXPIRATION DATE: 01/01/2020

SHEET TITLE:  
SITE  
PLAN

SHEET NUMBER:  
DSP-4

THIS BLOCK IS FOR  
OFFICIAL USE ONLY

OR LABEL CERTIFIES THAT THIS PLAN  
MEETS CONDITIONS OF FINAL APPROVAL  
BY THE PLANNING BOARD, ITS DESKNOE  
OR THE DISTRICT COUNCIL.

M-NCPPC  
APPROVAL

PROJECT NAME: NSR PROPERTIES, LLC  
PROJECT NUMBER: DSP-19039  
FOR CONDITIONS OF APPROVAL SEE SITE PLAN COVER SHEET OR APPROVAL SHEET  
REVISION NUMBERS MUST BE INCLUDED IN THE PROJECT NUMBER

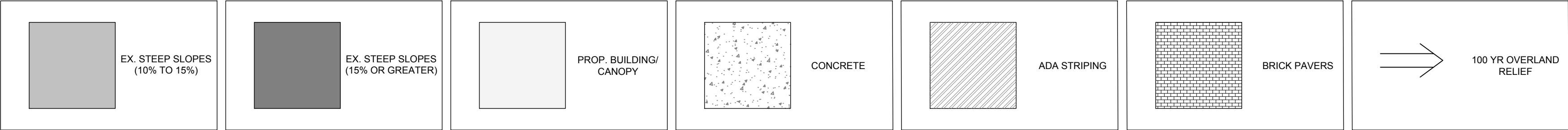








LEGEND



THIS BLOCK IS FOR OFFICIAL USE ONLY  
OR LABEL CERTIFIES THAT THIS PLAN MEETS CONDITIONS OF FINAL APPROVAL BY THE PLANNING BOARD, ITS DESIGNEE OR THE DISTRICT COUNCIL.  
M-NCPPC APPROVAL  
PROJECT NAME: NSR PROPERTIES, LLC  
PROJECT NUMBER: DSP-19039  
FOR CONDITIONS OF APPROVAL SEE SITE PLAN COVER SHEET OR APPROVAL SHEET  
REVISION NUMBERS MUST BE INCLUDED IN THE PROJECT NUMBER

**BOHLER ENGINEERING**  
SITE CIVIL AND CONSULTING ENGINEERING  
LAND SURVEYING DESIGN PERMITTING SERVICES TRANSPORTATION SERVICES  
SUSTAINABLE DESIGN  
UPSTATE NEW YORK  
NEW ENGLAND  
NEW YORK METRO AREA  
THE INFORMATION, OPINION AND CONTENT OF THIS PLAN AND SPECIFICATIONS AND SHALL NOT BE CONSIDERED AS A BASIS FOR ANY FINANCIAL DECISIONS OR INVESTMENTS.  
FROM MAJOR ROADWAYS, ONLY APPROVED TO BE USED FOR CONSTRUCTION PURPOSES.

CHARLOTTE, NC  
ATLANTA, GA  
BALTIMORE, MD  
BOSTON, MA  
CHICAGO, IL  
CINCINNATI, OH  
COLUMBIA, SC  
DENVER, CO  
FORT LAUDERDALE, FL  
HOUSTON, TX  
INDIANAPOLIS, IN  
JACKSONVILLE, FL  
KANSAS CITY, MO  
LOS ANGELES, CA  
MEMPHIS, TN  
MIAMI, FL  
MINNEAPOLIS, MN  
NEW YORK, NY  
PHILADELPHIA, PA  
PITTSBURGH, PA  
PORTLAND, ME  
RICHMOND, VA  
SAN ANTONIO, TX  
SAN JOSE, CA  
SEATTLE, WA  
SPRINGFIELD, IL  
TAMPA, FL  
WASHINGTON, DC  
WICHITA, KS  
WILMINGTON, DE

REVISIONS			
REV	DATE	COMMENT	BY

**NOT APPROVED FOR CONSTRUCTION**  
THE FOLLOWING STATES REQUIRE NOTIFICATION BY EXCAVATORS, DESIGNERS, OR ANY PERSONS PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN THE STATE OF VIRGINIA, MARYLAND, THE DISTRICT OF COLUMBIA, AND DELAWARE CALL: 811  
(NV 1-800-345-4848) (PA 1-800-242-1776) (DC 1-800-287-7777) (VA 1-800-552-7070) (MD 1-800-257-7777) (DE 1-800-282-8889)

PROJECT No.: MB172062  
DRAWN BY: TJM  
CHECKED BY: NBS  
DATE: 03/01/18  
SCALE: 1" = 20'  
CAD I.D.: GPD

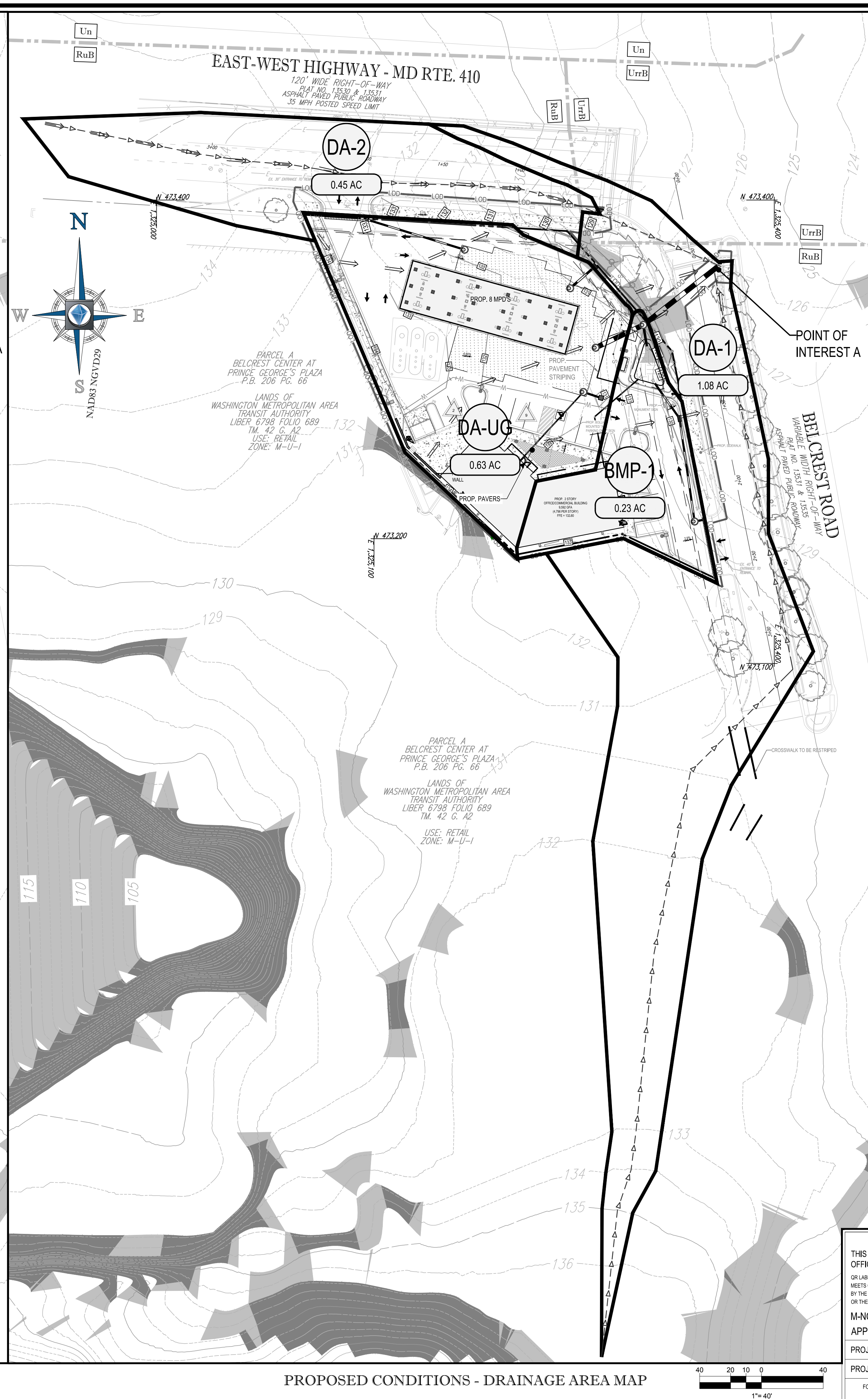
PROJECT: DETAILED SITE PLAN  
FOR  
NSR PROPERTIES, LLC  
LOCATION OF SITE  
3599 EAST-WEST HIGHWAY  
HYATTSVILLE, MARYLAND  
PRINCE GEORGE'S COUNTY  
TM 42, GRID A2

**BOHLER ENGINEERING**  
16701 Melford Blvd., Suite 310  
Bowie, Maryland 20715  
Phone: (301) 809-4500  
Fax: (301) 809-4501  
MD@BohlerEng.com

**NICHOLAS B. SPEACH**  
PROFESSIONAL ENGINEER  
WASHINGTON, DC  
UNIONASB, SPEACH HEREBY CERTIFIES THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND.  
LICENSE NO. 4083, EXPIRATION DATE 01/01/2021

SHEET TITLE: GRADING AND UTILITY PLAN  
SHEET NUMBER: DSP-6



[illegible]

NOT APPROVED FOR  
CONSTRUCTION

PROJECT No.:	MB172062
DRAWN BY:	TJM
CHECKED BY:	NBS
DATE:	03/01/18
SCALE:	1" = 40'
CAD I.D.:	DA0

PROJECT: DETAILED  
SITE PLAN

FOR

NSR PROPERTIES,  
LLC

LOCATION OF SITE  
3599 EAST-WEST HIGHWAY  
HYATTSVILLE, MARYLAND  
PRINCE GEORGE'S COUNTY  
TM 42, GRID A2



**BOHLER**  
ENGINEERING

**16701 MELFORD BLVD , SUITE 310  
BOWIE, MARYLAND 20715**

Phone: (301) 809-4500  
Fax: (301) 809-4501  
***MD@BohlerEng.com***

**NICHOLAS B. SPEACH**

**PROFESSIONAL ENGINEER**  
MARYLAND LICENSE NO. 40263

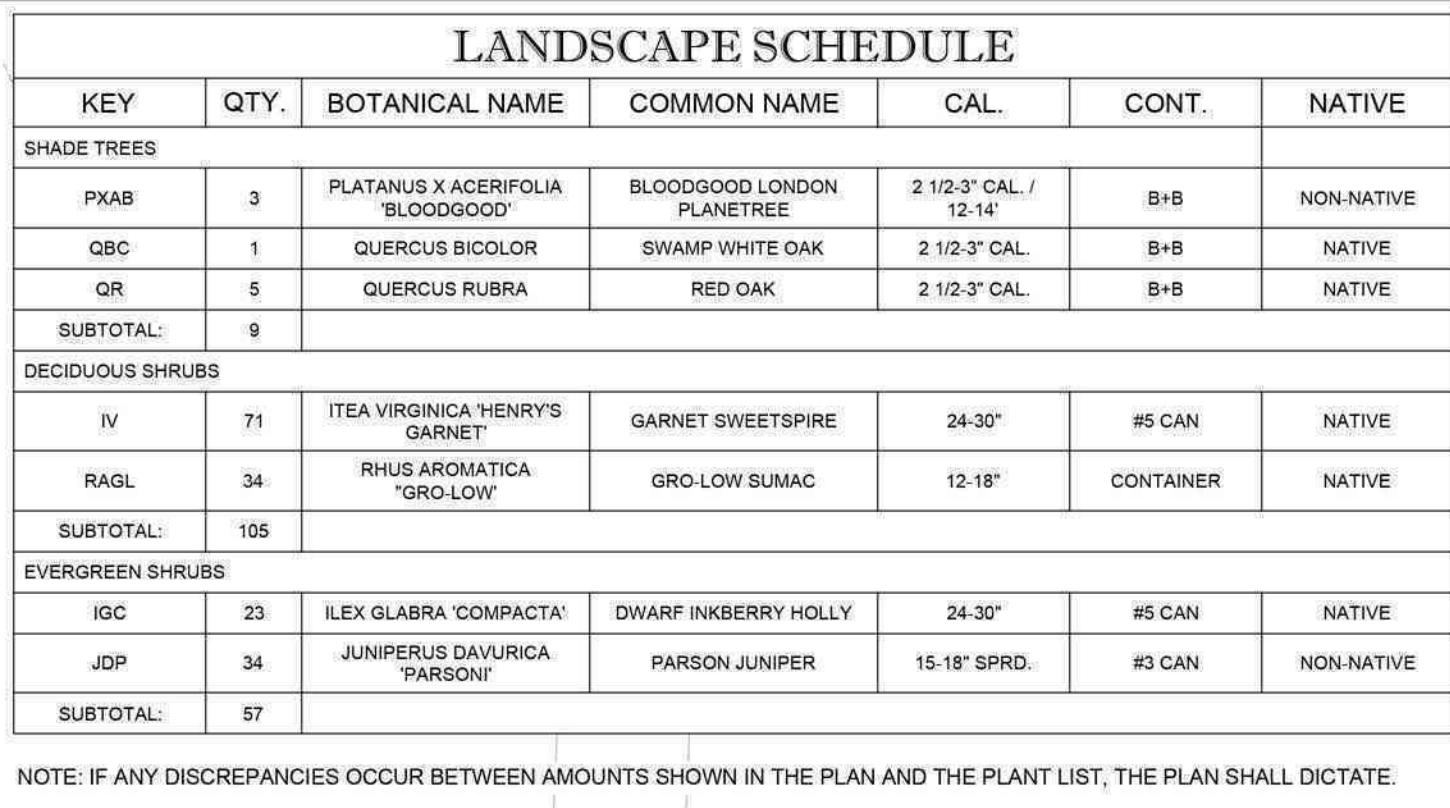
**PROFESSIONAL CERTIFICATION**

I, NICHOLAS B. SPEACH, HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 40263, EXPIRATION DATE: 8/14/21

SHEET TITLE:	
DRAINAGE	
AREA	
MAP	
SHEET NUMBER:	
DSP-7	

THIS BLOCK IS FOR OFFICIAL USE ONLY   OR LABEL CERTIFIES THAT THIS PLAN MEETS CONDITIONS OF FINAL APPROVAL BY THE PLANNING BOARD, ITS DESIGNEE OR THE DISTRICT COUNCIL.   <b>M-NOPCC APPROVAL</b>		
<b>PROJECT NAME:</b>   <b>PROJECT NUMBER:</b>	<b>NSR PROPERTIES, LLC</b>   <b>DSP-19039</b>	
FOR CONDITIONS OF APPROVAL, SEE SITE PLAN COVER SHEET OR APPROVAL SHEET REVISION NUMBER MUST BE INCLUDED IN THE PROJECT NUMBER		





SECTION 4.9 SUSTAINABLE LANDSCAPING REQUIREMENT	
1. PERCENTAGE OF PLANT MATERIAL REQUIRED IN EACH CATEGORY:	
REQUIRED	PROVIDED
SHADE TREES: $9 \times 50\% = 5$ ORNAMENTAL TREES: $0 \times 50\% = 0$ EVERGREEN TREES: $0 \times 30\% = 0$ SHRUBS: $162 \times 30\% = 49$	SHADE TREES: 6 (67% NATIVE) ORNAMENTAL TREES: N/A EVERGREEN TREES: N/A SHRUBS: 128 (79% NATIVE)
2. ARE INVASIVE SPECIES PROPOSED	NO
3. ARE EXISTING INVASIVE SPECIES ON-SITE IN AREAS THAT ARE TO REMAIN UNDISTURBED	NO
4. IF "YES" IS CHECKED IN NUMBERS 2 OR 3, IS A NOTE INCLUDED ON THE PLAN REQUIRING REMOVAL OF INVASIVE SPECIES PRIOR TO CERTIFICATION IN ACCORDANCE WITH SECTION 1.5, CERTIFICATION OF INSTALLATION OF PLANT MATERIALS	N/A
5. ARE TREES PROPOSED TO BE PLANTED ON SLOPES GREATER THAN 3:1	NO
<b>PARKING AND LOADING SURFACE PARKING FACILITIES</b>	
1 TREE PER 24 SPACES REQUIRED	
1. NUMBER OF SPACES PROVIDED	16 SPACES
2. TREES REQUIRED	$16 / 24 = .7$ 1 TREE REQUIRED
3. TREES PROVIDED	1 TREES
*IF INDICATES PLANT MATERIAL UTILIZED TO FULFILL REQUIREMENT	

NOTE: ALL JURISDICTIONAL REQUIREMENTS PERTAINING TO LANDSCAPE FOR THIS DEVELOPMENT ARE SUBJECT TO THE PRINCE GEORGE'S PLAZA TDDP/TDOZMA MANUAL

[illegible]

THE FOLLOWING STATES REQUIRE NOTIFICATION BY  
EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO  
DISTURB THE EARTH'S SURFACE ANYWHERE IN THE STATE.  
IN VIRGINIA, MARYLAND, THE DISTRICT OF COLUMBIA, AND  
DELAWARE CALL - 811  
(WV 1-800-245-4848) (PA 1-800-242-1776) (DC 1-800-257-7777)  
(VA 1-800-552-7001) (MD 1-800-257-7777) (DE 1-800-282-8555)

NOT APPROVED FOR  
CONSTRUCTION

PROJECT No.:	MB172062
DRAWN BY:	JWC
CHECKED BY:	ERM
DATE:	03/01/18
SCALE:	AS SHOWN
CAD I.D.:	LP0

PROJECT: DETAILED SITE PLAN

**NSR PROPERTIES,  
LLC**

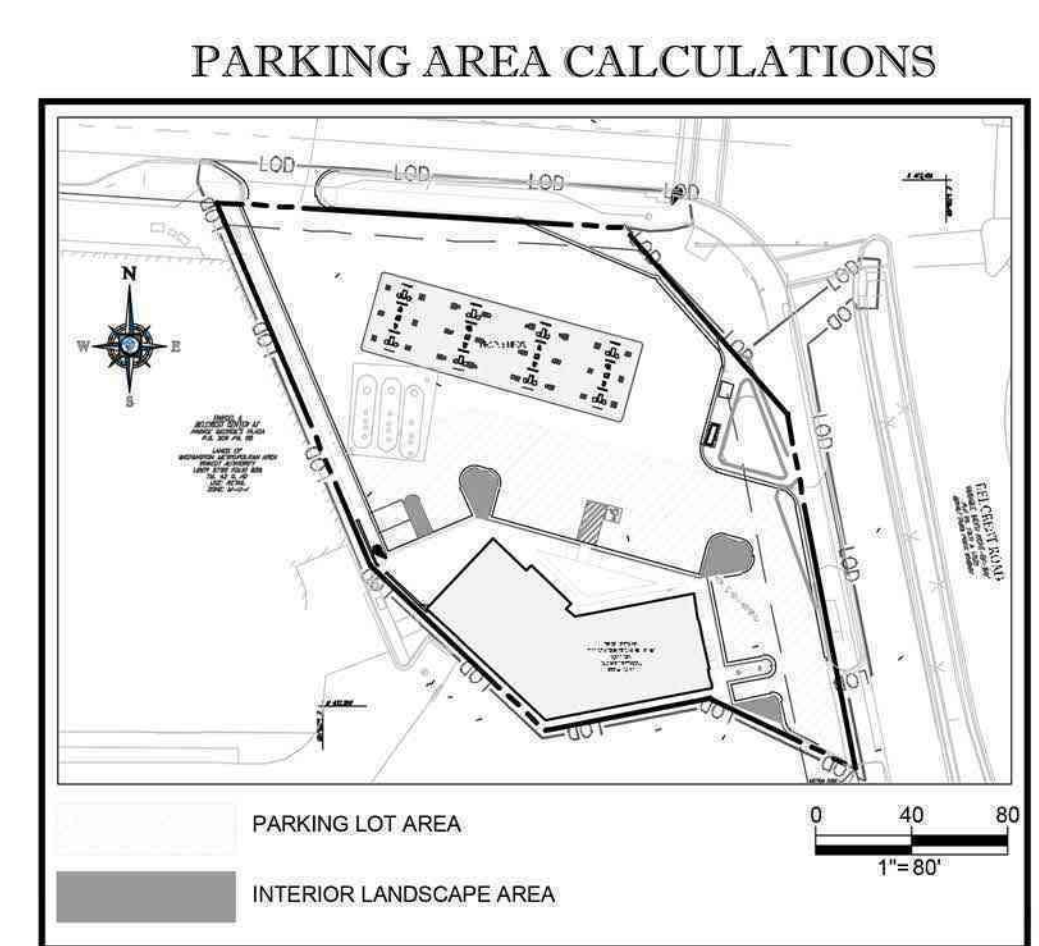
**LOCATION OF SITE**  
3599 EAST-WEST HIGHWAY  
HYATTSVILLE, MARYLAND  
PRINCE GEORGE'S COUNTY  
TM 42, GRID A2



**16701 MELFORD BLVD , SUITE 310  
BOWIE, MARYLAND 20715**  
Phone: (301) 809-4500  
Fax: (301) 809-4501  
***MD@BohlerEng.com***



SHEET TITLE:  LANDSCAPE PLAN  SHEET NUMBER:  DSP - 8
---------------------------------------------------------------------------



**PROFESSIONAL CERTIFICATION**  
I, ERIC R. McWILLIAMS, HEREBY CERTIFY THAT THESE  
DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND  
THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER  
THE LAWS OF THE STATE OF MARYLAND.  
LICENSE NO. 3697 EXPIRATION DATE: 9/20/20







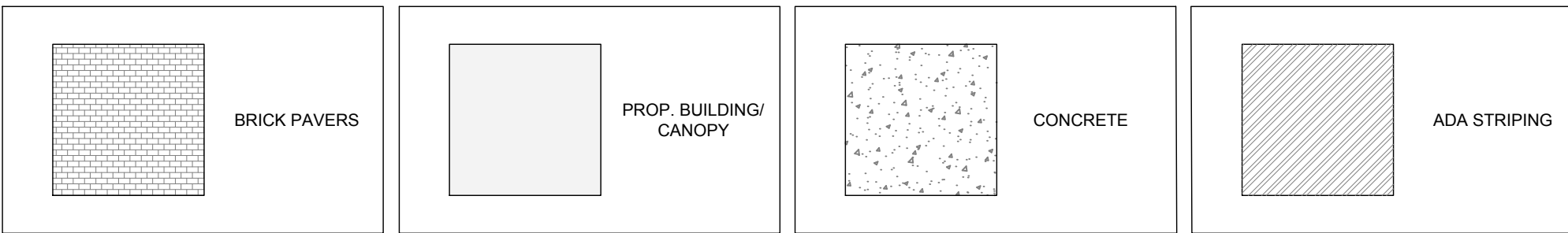


NOTES:

- LIGHTING PLAN AND SPECIFICATIONS DESIGNED/PREPARED BY:  
DUNNING GROUP  
NSR PETRO  
STORE # T80  
3599 EAST-WEST HIGHWAY, HYATTSVILLE, MD, PRINCE GEORGE'S  
COUNTY, STATE OF MARYLAND*
- LIGHT POLE BASES/FOUNDATIONS TO BE DESIGNED AND CERTIFIED  
BY A STRUCTURAL ENGINEER. BOHLER ENGINEERING TO BE HELD  
HARMLESS IN THE EVENT OF A STRUCTURAL FAILURE.
- LIGHTS ARE TO BE DOWNWARD FACING AND SHIELDED SO AS TO  
PREVENT LIGHT SPILLAGE ON ADJACENT PROPERTIES.

LUMINAIRE SCHEDULE						
SYMBOL	QUANTITY	LABEL	ARRANGEMENT	TOTAL LAMP LUMENS	LLF	DESCRIPTION
①	6	LED SHOWBOX	SINGLE	N.A.	0.9000	LSI CAT # XLCS-FTE-LED-HO-NW-HSS ON 12FT POLE
②	24	CANOPY LED	SINGLE	N.A.	0.9000	LSI CAT # XSL2-S-LED-50-HO-CW
③	8	UTILITY WALL MOUNT	SINGLE	N.A.	0.9000	FC LTG CAT # FCW3453-120V-4K-SL
④	4	BOLLARD	SINGLE	N.A.	0.9000	MA30-11W18-R5
⑤	4	WALL MOUNT	SINGLE	N.A.	0.9000	EC600-L1W48-R3

HATCH LEGEND



THIS BLOCK IS FOR  
OFFICIAL USE ONLY

OR LABEL CERTIFIES THAT THIS PLAN  
MEETS CONDITIONS OF FINAL APPROVAL  
BY THE PLANNING BOARD, ITS DESIGNEE  
OR THE DISTRICT COUNCIL.

M-NCPPC  
APPROVAL

PROJECT NAME: NSR PROPERTIES, LLC

PROJECT NUMBER: DSP-19039

FOR CONDITIONS OF APPROVAL SEE SITE PLAN COVER SHEET OR APPROVAL SHEET  
REVISION NUMBERS MUST BE INCLUDED IN THE PROJECT NUMBER

**BOHLER ENGINEERING**

SITE CIVIL AND CONSULTING ENGINEERING  
LAND SURVEYING DESIGN  
SUSTAINABLE DESIGN  
PERMITTING SERVICES  
TRANSPORTATION SERVICES

CHARLOTTE, NC  
ATLANTA, GA  
BALTIMORE, MD  
BOSTON, MA  
CHICAGO, IL  
CINCINNATI, OH  
COLUMBIA, SC  
DENVER, CO  
FORT LAUDERDALE, FL  
HOUSTON, TX  
INDIANAPOLIS, IN  
JACKSONVILLE, FL  
KANSAS CITY, MO  
LONG BEACH, CA  
LOS ANGELES, CA  
LYNN, MA  
MEMPHIS, TN  
MIAMI, FL  
MINNEAPOLIS, MN  
NEW YORK, NY  
PHILADELPHIA, PA  
PORTLAND, ME  
RICHMOND, VA  
SAN ANTONIO, TX  
SAN JOSE, CA  
SEATTLE, WA  
SPRINGFIELD, IL  
TAMPA, FL  
WASHINGTON, DC  
WICHITA, KS  
WILMINGTON, DE

REVISIONS			
REV	DATE	COMMENT	BY

**NOT APPROVED FOR CONSTRUCTION**

PROJECT No.: MB172062  
DRAWN BY: TJM  
CHECKED BY: NBS  
DATE: 03/01/18  
SCALE: 1" = 20'  
CAD I.D.: IPO

PROJECT: DETAILED SITE PLAN FOR NSR PROPERTIES, LLC

LOCATION OF SITE  
3599 EAST-WEST HIGHWAY  
HYATTSVILLE, MARYLAND  
PRINCE GEORGE'S COUNTY  
TM 42, GRID A2

**BOHLER ENGINEERING**

16701 MELFORD BLVD., SUITE 310  
BOWIE, MARYLAND 20715  
Phone: (301) 809-4500  
Fax: (301) 809-4501  
MD@BohlerEng.com

**NICHOLAS B. SPEACH**

PROFESSIONAL ENGINEER  
MARYLAND LICENSE NO. 19191  
I, NICHOLAS B. SPEACH, HEREBY CERTIFY THAT THESE  
DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND  
THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER  
UNDER THE LAWS OF THE STATE OF MARYLAND,  
LICENSE NO. 19191, EXPIRATION DATE 04/01/21.

SHEET TITLE:  
**LIGHTING**

PLAN/PHOTOMETRIC  
STUDY

SHEET NUMBER:  
**DSP-10**













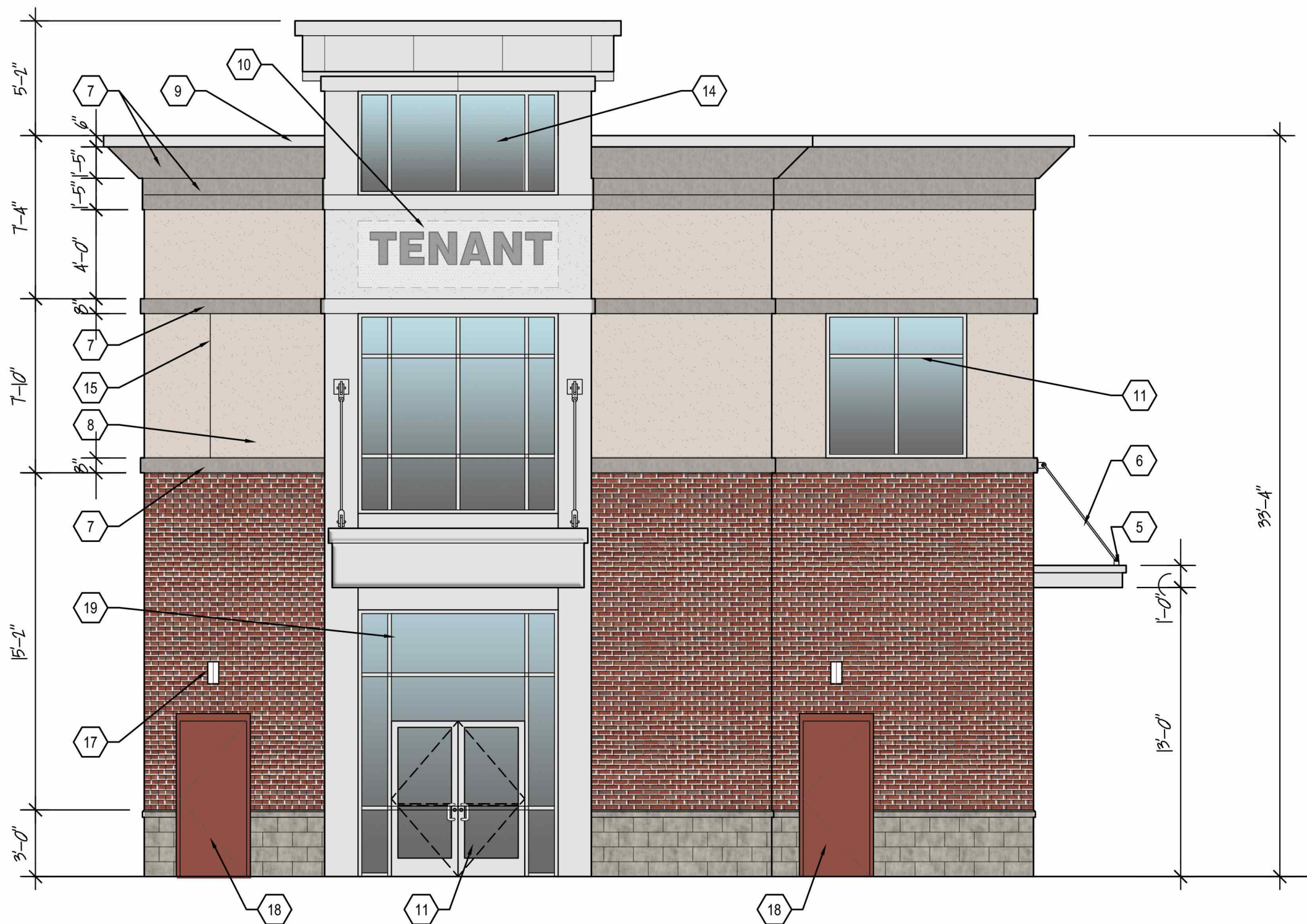
1 BUILDING FRONT ELEVATION CONCEPT  
SCALE: 3/16" = 1'-0"

KEYED NOTES: EXTERIOR FINISH MATERIALS

- 1 CMU: ARRISCRAFT, RENAISSANCE "DRIFTWOOD" CHISELED FINISH
- 2 CMU: ARRISCRAFT, RENAISSANCE "DRIFTWOOD" SMOOTH FINISH
- 3 BRICK VENEER: REDLAND BRICK / CUSHWA; #237 'CAMBRIDGE' STANDARD MODULAR
- 4 STOREFRONT: FRAME - CLEAR ANODIZED W/ CLEAR GLAZING
- 5 STEEL CANOPY (PAINTED TO MATCH CLEAR ANODIZED ALUMINUM)
- 6 STEEL CANOPY SUPPORT ROD (PAINTED TO MATCH CLEAR ANODIZED ALUMINUM)
- 7 EXTERIOR INSULATED FINISH SYSTEM (EIFS) #1: SANDBLAST FINISH (COLOR TO MATCH #1 MASONRY)
- 8 EXTERIOR INSULATED FINISH SYSTEM (EIFS) #2: SANDBLAST FINISH (DRYVIT #104 DOVER SKY - TO BE CONFIRMED IN FIELD)
- 9 PREFINISHED 2-PIECE ALUMINUM COPING SYSTEM: PERMASNAP, COLOR 'CLEAR ANODIZED'
- 10 SIGNAGE (52.5 SQ. FT. EACH)
- 11 STOREFRONT: DOORS & WINDOWS - CLEAR ANODIZED ALUMINUM. GLAZING - CLEAR
- 12 METAL CLADDING SYSTEM; PAC-CLAD: CLEAR ANODIZED ALUMINUM (BRAKE METAL)
- 13 SIGNAGE - BY SUB-TENANT (TBD)
- 14 STOREFRONT WINDOWS - CLEAR ANODIZED ALUMINUM FRAME WITH BLACK SPANDREL GLAZING
- 15 EIFS #2: SANDBLAST FINISH (DRYVIT #104 DOVER SKY - "V" GROOVE)
- 16 CEMENTITIOUS SIDING: JAMES HARDI, PAINTED TO MATCH #8 COLOR.
- 17 LIGHT FIXTURE, UTILITY - EGRESS (WALL MOUNTED)
- 18 METAL DOOR & FRAME (PAINTED TO MATCH BRICK VENEER COLOR #3)
- 19 LIGHT FIXTURE, DECORATIVE (WALL MOUNTED)
- 20 NOT USED
- 30 CANOPY COLUMN METAL WRAP: COLOR - SUNOCO 'MORNING FOG GRAY'
- 31 MULTI-PRODUCT FUEL DISPENSER
- 32 PIPE BOLLARD (PAINTED SUNOCO 'GRAY')
- 33 'SUNOCO' LOGO GRAPHIC, NASCAR / FLAG GRAPHIC APPLIED TO METAL CANOPY FASCIA
- 34 NOT USED



2 BUILDING RIGHT SIDE ELEVATION CONCEPT  
SCALE: 3/16" = 1'-0"



3 BUILDING LEFT SIDE ELEVATION CONCEPT  
SCALE: 3/16" = 1'-0"

THIS BLOCK IS FOR OFFICIAL USE ONLY	
OR LABEL CERTIFIES THAT THIS PLAN MEETS CONDITIONS OF FINAL APPROVAL BY THE PLANNING BOARD, ITS DESIGNEE OR THE DISTRICT COUNCIL.	
M-NCPPC APPROVAL	
PROJECT NAME:	NSR PROPERTIES, LLC
PROJECT NUMBER:	DSP-19039
FOR CONDITIONS OF APPROVAL, SEE SITE PLAN COVER SHEET OR APPROVAL SHEET. REVISION NUMBERS MUST BE INCLUDED IN THE PROJECT NUMBER.	

DunningGroup

a professional limited liability company

14420 Albemarle Point Place, Suite 230  
Chantilly, Virginia 20151

703.378.7991 703.378.7994 (fax)

www.dunningarchitects.com

PROJECT:

PG PLAZA  
SUNOCO

NSR PETROLEUM  
3599 EAST-WEST HIGHWAY  
HYATTSVILLE  
PRINCE GEORGE'S COUNTY,  
MARYLAND 20782

DEVELOPER:

CONSULTANTS:

PROFESSIONAL SEAL:

ISSUED: DATE:  
SUBMISSION MARCH 08, 2018  
REVISION APRIL 09, 2019  
REVISION MAY 23, 2019

NO. REVISION: DATE:  
_____  
_____  
_____  
_____  
_____  
_____  
_____  
_____

DESIGNED/DRAWN BY: JA / BJ  
REVIEWED/APPROVED BY: BJ  
PROJECT NO: 2018-002  
SCALE: AS NOTED

THE DOCUMENT AND IDEAS AND  
DESIGNS INCORPORATED HEREIN AS AN  
INSTRUMENT OF PROFESSIONAL  
SERVICE, IS THE PROPERTY OF DUNNING  
GROUP ARCHITECTS, LLC AND IS NOT TO  
BE COPIED OR USED, IN WHOLE OR IN  
PART FOR ANY OTHER PROJECT  
WITHOUT THE WRITTEN AUTHORIZATION  
OF DUNNING GROUP ARCHITECTS, LLC.

SHEET TITLE:

BUILDING  
CONCEPTUAL  
EXTERIOR  
ELEVATIONS

SHEET NUMBER:

DSP-13



PROJECT:

PG PLAZA  
SUNOCO

NSR PETROLEUM  
3599 EAST-WEST HIGHWAY  
HYATTSVILLE  
PRINCE GEORGE'S COUNTY,  
MARYLAND 20782

DEVELOPER:

CONSULTANTS:

PROFESSIONAL SEAL:

ISSUED: DATE:  
SUBMISSION MARCH 08, 2018  
REVISION APRIL 09, 2019

NO. REVISION: DATE:

DESIGNED/DRAWN BY: JA / BJ  
REVIEWED/APPROVED BY: BJ  
PROJECT NO: 2018-002  
SCALE: AS NOTED

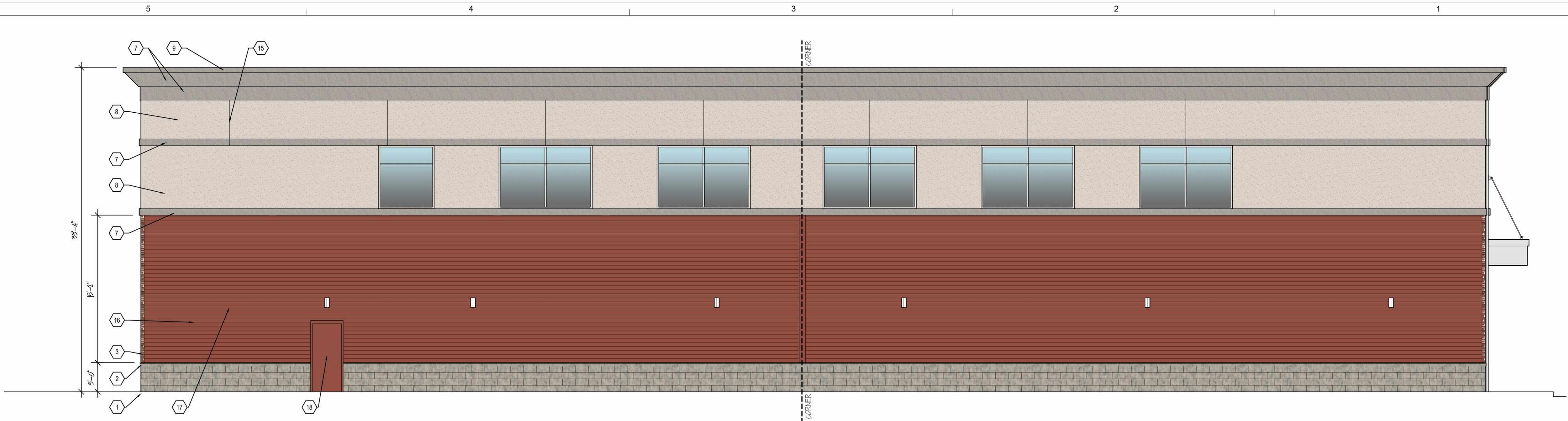
THE DOCUMENT AND IDEAS AND  
DESIGNS INCORPORATED HEREIN AS AN  
INSTRUMENT OF PROFESSIONAL  
SERVICE, IS THE PROPERTY OF DUNNING  
GROUP ARCHITECTS, LLC AND IS NOT TO  
BE COPIED OR USED, IN WHOLE OR IN  
PART FOR ANY OTHER PROJECT  
WITHOUT THE WRITTEN AUTHORIZATION  
OF DUNNING GROUP ARCHITECTS, LLC.

SHEET TITLE:

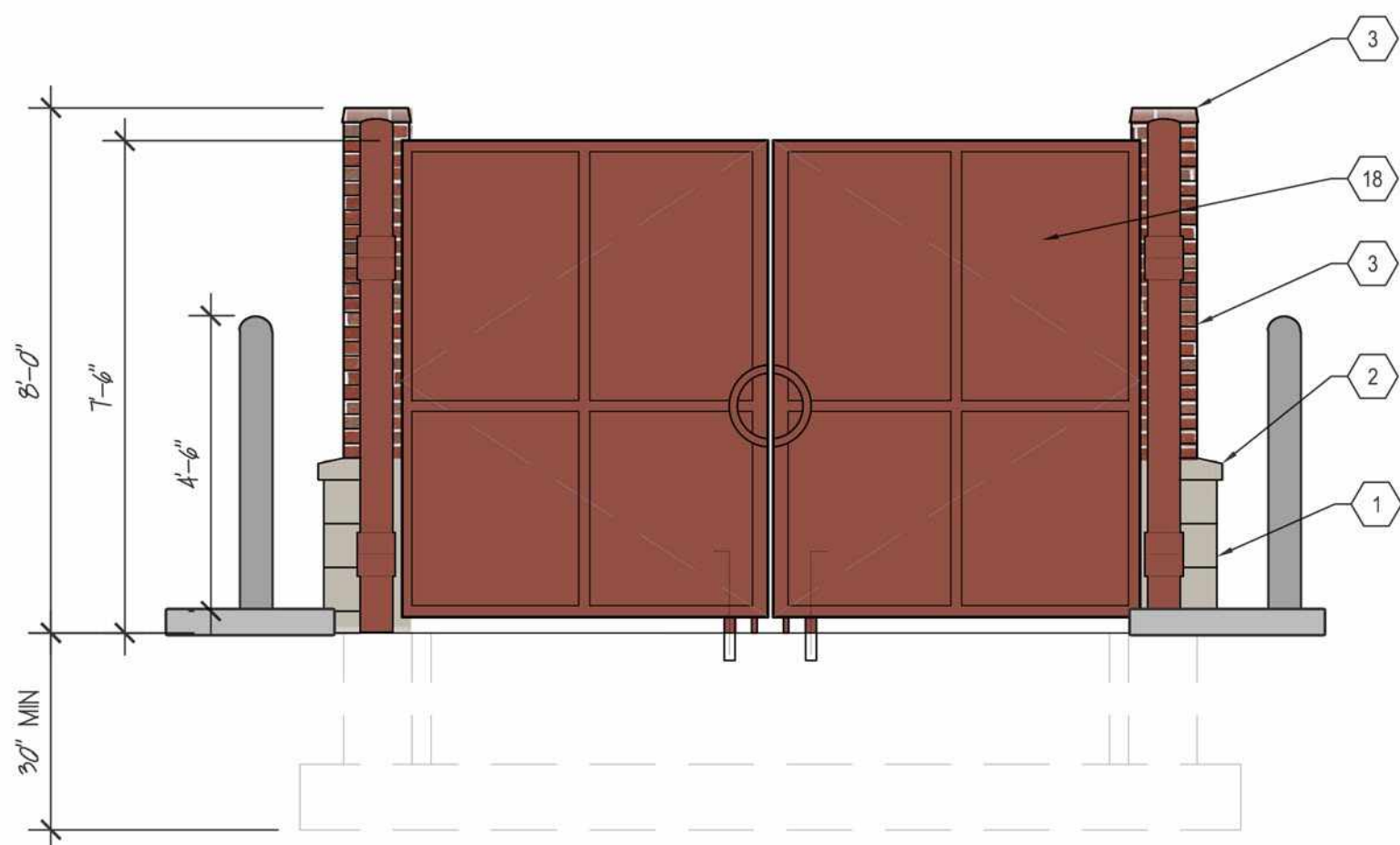
BUILDING / TRASH  
ENCLOSURE & ATM  
CONCEPTUAL  
ELEVATIONS

SHEET NUMBER:

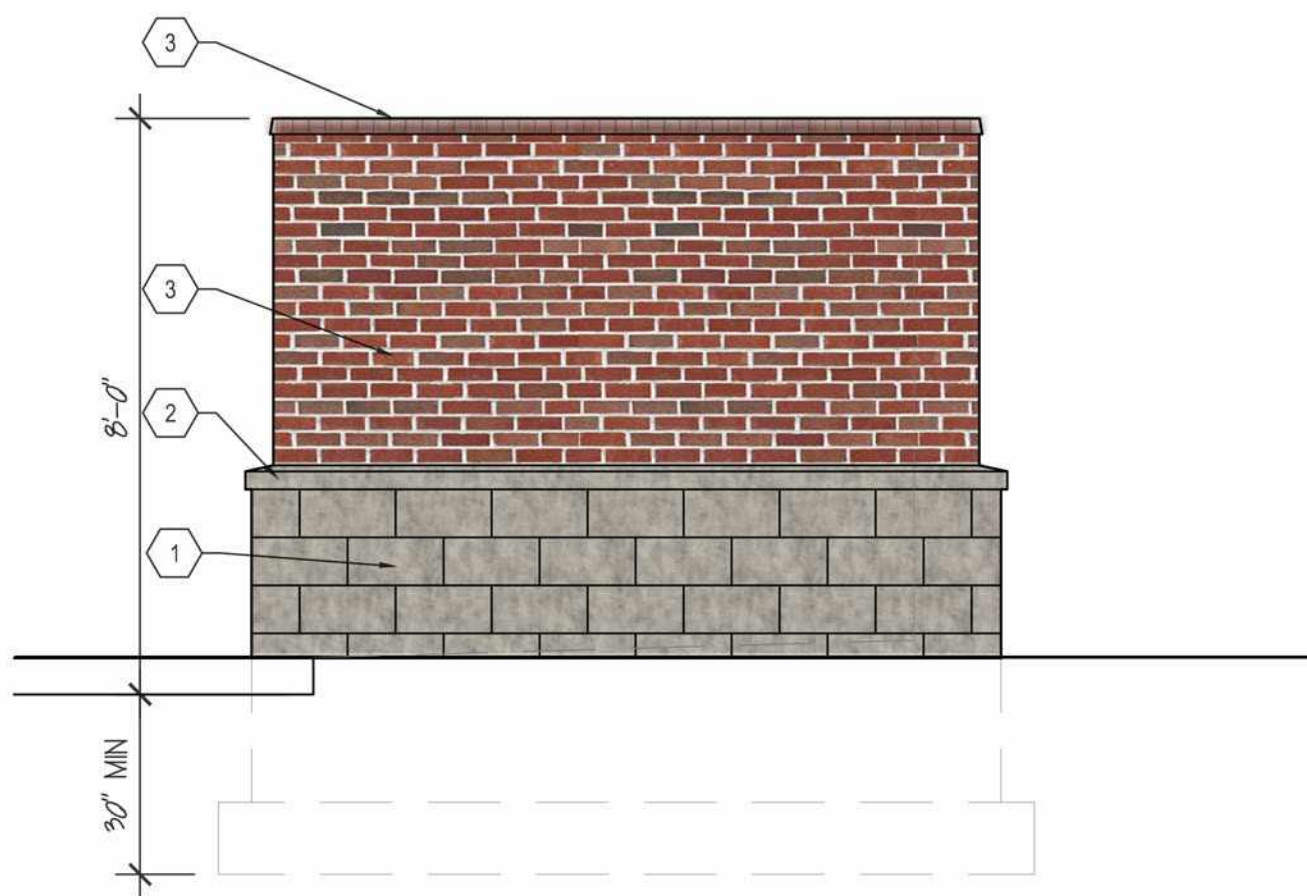
DSP-14



1 REAR BUILDING ELEVATION CONCEPT  
SCALE: NOT TO SCALE



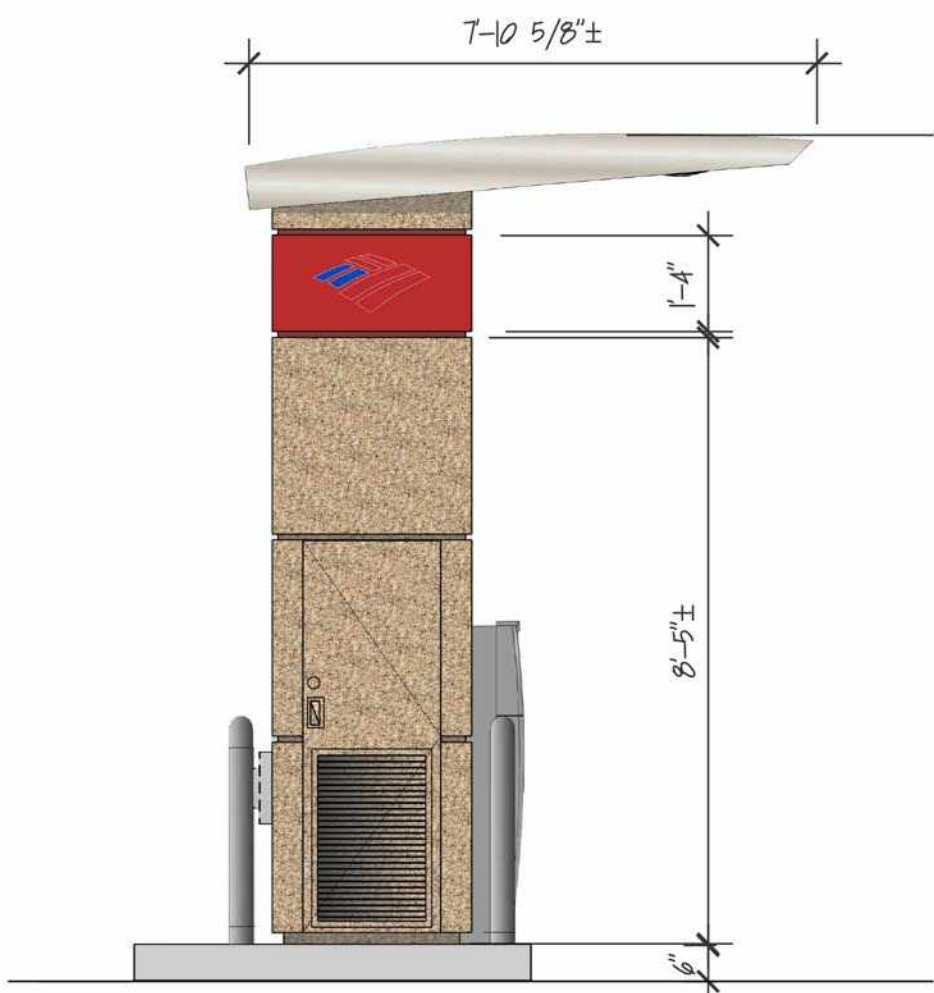
2 TRASH ENCLOSURE FRONT ELEVATION CONCEPT  
SCALE: 3/8" = 1'-0"



3 TRASH ENCLOSURE RIGHT SIDE ELEVATION CONCEPT  
SCALE: 3/8" = 1'-0"



4 ATM FRONT ELEVATION CONCEPT  
SCALE: 3/8" = 1'-0" (STONE AGGREGATE PANEL W/ METAL ROOF - PER BANK OF AMERICA STANDARD DETAILS)



5 ATM LEFT SIDE ELEVATION CONCEPT  
SCALE: 3/8" = 1'-0" (STONE AGGREGATE PANEL W/ METAL ROOF - PER BANK OF AMERICA STANDARD DETAILS)

KEYED NOTES: EXTERIOR FINISH MATERIALS

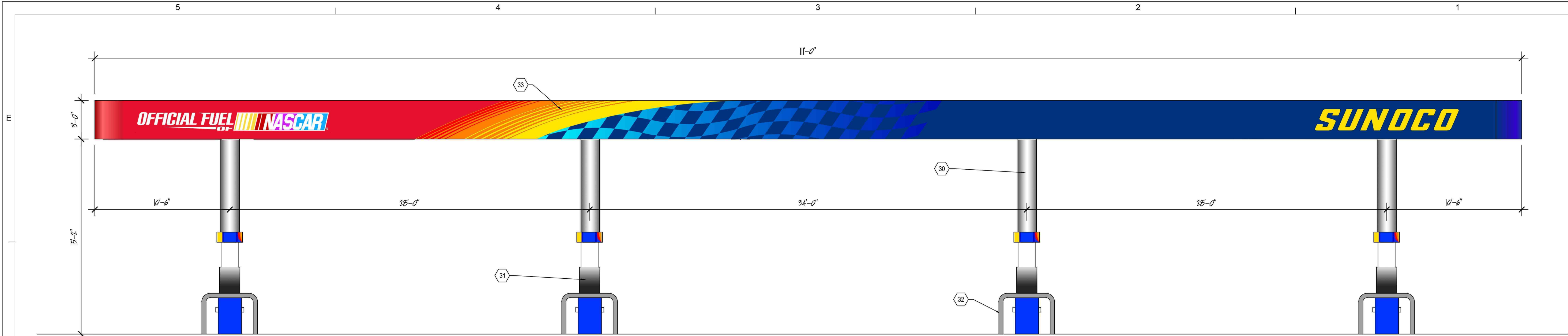
- CMU: ARRISCRAFT, RENAISSANCE "DRIFTWOOD" CHISELED FINISH
- CMU: ARRISCRAFT, RENAISSANCE "DRIFTWOOD" SMOOTH FINISH
- BRICK VENEER: REDLAND BRICK / CUSHWA; #237 'CAMBRIDGE' STANDARD MODULAR
- STOREFRONT: FRAME - CLEAR ANODIZED W/ CLEAR GLAZING
- STEEL CANOPY (PAINTED TO MATCH CLEAR ANODIZED ALUMINUM)
- STEEL CANOPY SUPPORT ROD (PAINTED TO MATCH CLEAR ANODIZED ALUMINUM)
- EXTERIOR INSULATED FINISH SYSTEM (EIFS) #1: SANDBLAST FINISH (COLOR TO MATCH #1 MASONRY)
- EXTERIOR INSULATED FINISH SYSTEM (EIFS) #2: SANDBLAST FINISH (DRYVIT #104 DOVER SKY - TO BE CONFIRMED IN FIELD)
- PREFINISHED 2-PIECE ALUMINUM COPING SYSTEM: PERMASNAP, COLOR 'CLEAR ANODIZED'
- SIGNAGE (52.5 SQ. FT. EACH)
- STOREFRONT: DOORS & WINDOWS - CLEAR ANODIZED ALUMINUM. GLAZING - CLEAR
- METAL CLADDING SYSTEM; PAC-CLAD: CLEAR ANODIZED ALUMINUM (BRAKE METAL)
- SIGNAGE - BY SUB-TENANT (TBD)
- STOREFRONT WINDOWS - CLEAR ANODIZED ALUMINUM FRAME WITH BLACK SPANDREL GLAZING
- EIFS #2: SANDBLAST FINISH (DRYVIT #104 DOVER SKY - "V" GROOVE)
- CEMENTITIOUS SIDING, JAMES HARDI, PAINTED TO MATCH #8 COLOR.
- LIGHT FIXTURE, UTILITY - EGRESS (WALL MOUNTED)
- METAL DOOR & FRAME (PAINTED TO MATCH BRICK VENEER COLOR #3)
- LIGHT FIXTURE, DECORATIVE (WALL MOUNTED)
- NOT USED
- CANOPY COLUMN METAL WRAP: COLOR - SUNOCO 'MORNING FOG GRAY'
- MULTI-PRODUCT FUEL DISPENSER
- PIPE BOLLARD (PAINTED SUNOCO 'GRAY')
- 'SUNOCO' LOGO GRAPHIC, NASCAR / FLAG GRAPHIC APPLIED TO METAL CANOPY FASCIA
- NOT USED

THIS BLOCK IS FOR  
OFFICIAL USE ONLY  
OR LABEL CERTIFIES THAT THIS PLAN  
MEETS CONDITIONS OF FINAL APPROVAL  
BY THE PLANNING BOARD, ITS DESIGNEE  
OR THE DISTRICT COUNCIL.  
M-NCPPC  
APPROVAL

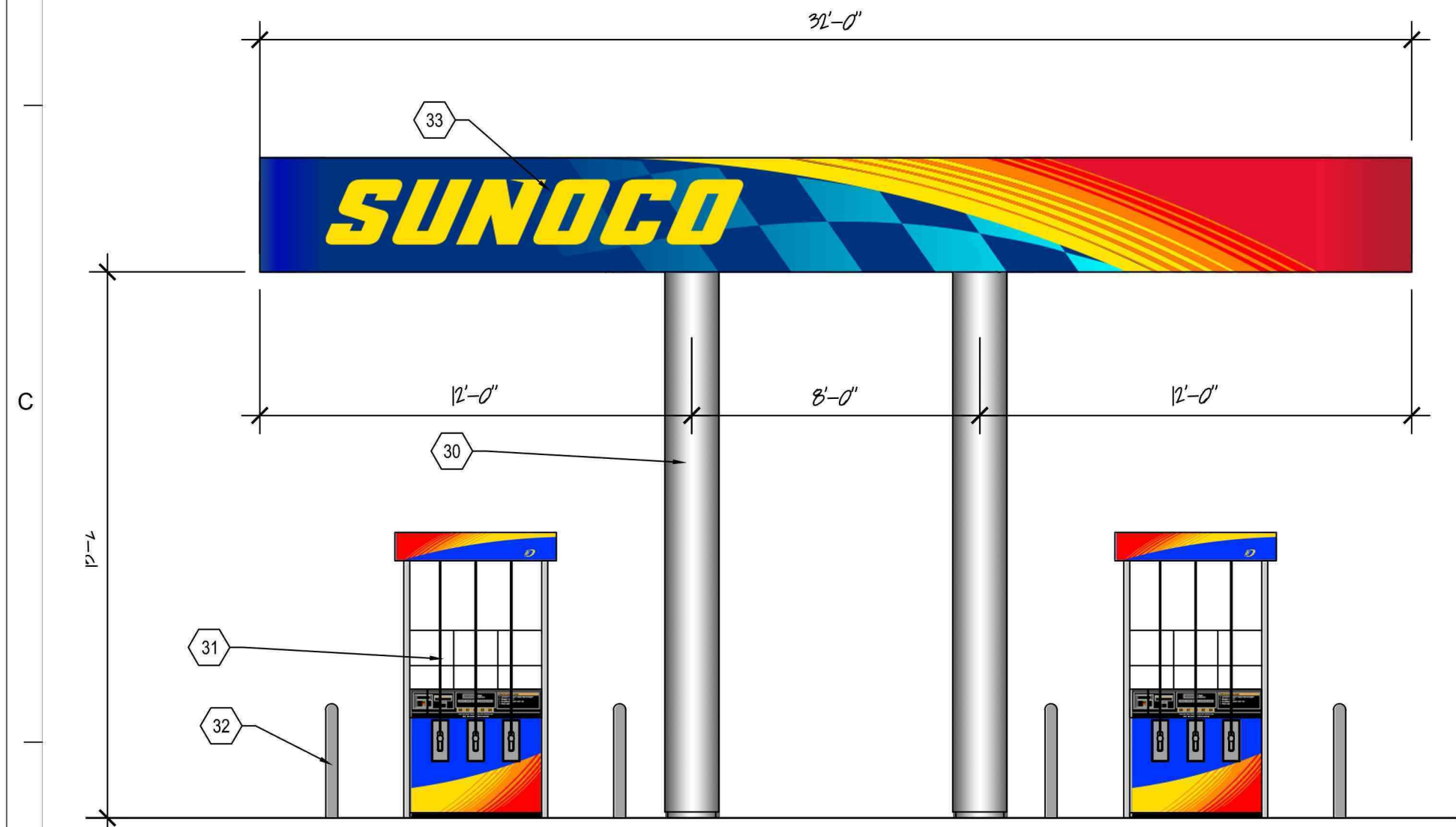
PROJECT NAME: NSR PROPERTIES, LLC  
PROJECT NUMBER: DSP-19039

FOR CONDITIONS OF APPROVAL SEE SITE PLAN COVER SHEET OR APPROVAL SHEET  
REVISION NUMBERS MUST BE INCLUDED IN THE PROJECT NUMBER

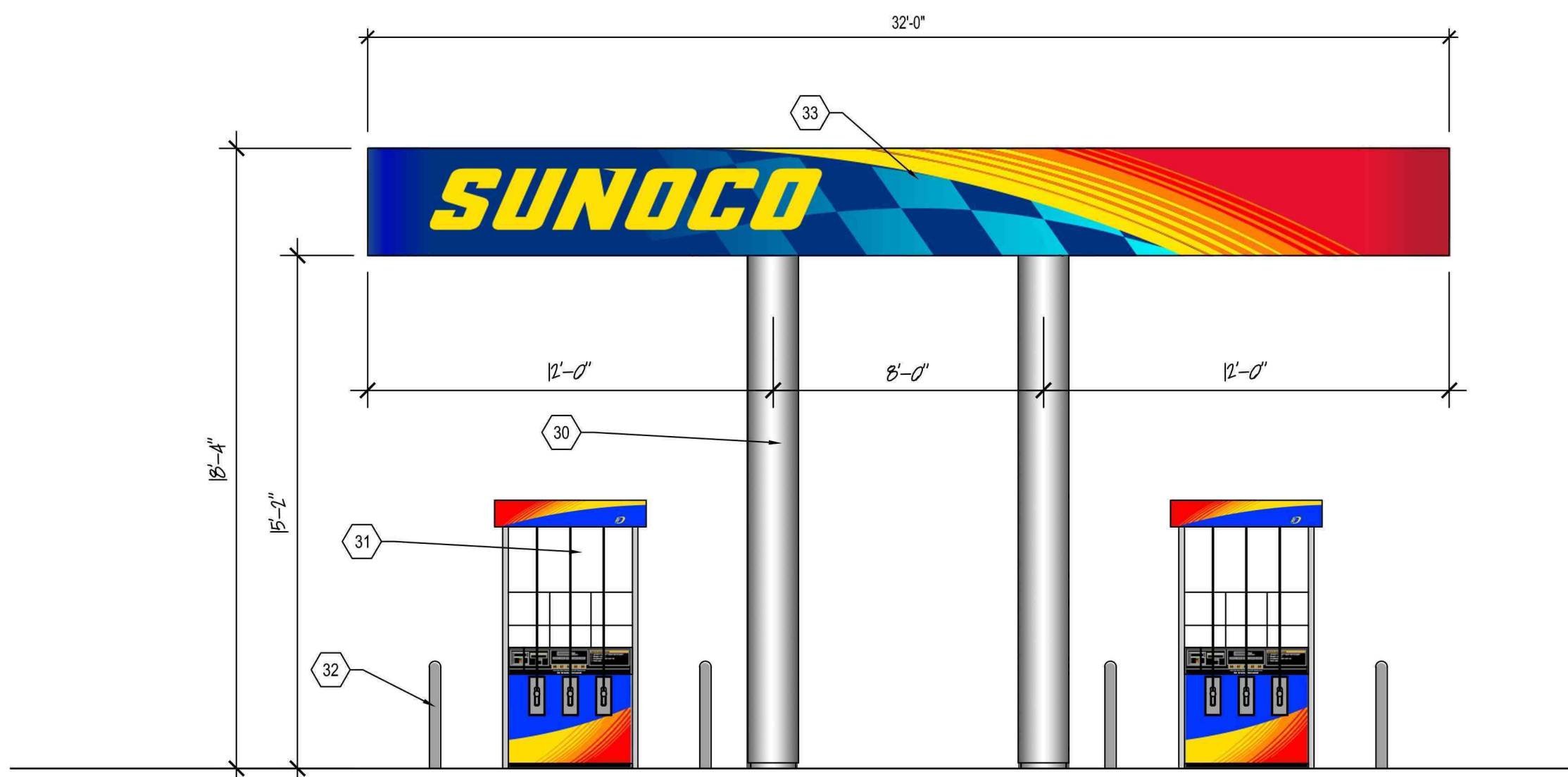




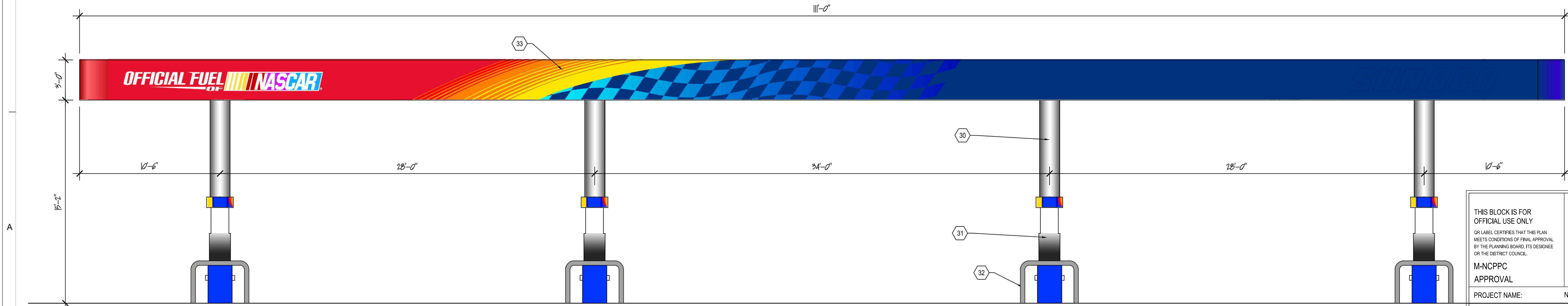
1 NORTH CANOPY ELEVATION CONCEPT  
SCALE: 1/4" = 1'-0"



2 EAST CANOPY ELEVATION CONCEPT  
SCALE: 1/4" = 1'-0"



3 WEST CANOPY ELEVATION CONCEPT  
SCALE: 1/4" = 1'-0"



4 SOUTH CANOPY ELEVATION CONCEPT  
SCALE: 1/4" = 1'-0"

KEYED NOTES: EXTERIOR FINISH MATERIALS

- CMU: ARRISCRAFT, RENAISSANCE "DRIFTWOOD" CHISELED FINISH
- CMU: ARRISCRAFT, RENAISSANCE "DRIFTWOOD" SMOOTH FINISH
- BRICK VENEER: REDLAND BRICK / CUSHWA; #237 'CAMBRIDGE' STANDARD MODULAR
- STOREFRONT: FRAME - CLEAR ANODIZED W/ CLEAR GLAZING
- STEEL CANOPY (PAINTED TO MATCH CLEAR ANODIZED ALUMINUM)
- STEEL CANOPY SUPPORT ROD (PAINTED TO MATCH CLEAR ANODIZED ALUMINUM)
- EXTERIOR INSULATED FINISH SYSTEM (EIFS) #1: SANDBLAST FINISH (COLOR TO MATCH #1 MASONRY)
- EXTERIOR INSULATED FINISH SYSTEM (EIFS) #2: SANDBLAST FINISH (DRYVIT #104 DOVER SKY - TO BE CONFIRMED IN FIELD)
- PREFINISHED 2-PIECE ALUMINUM COPING SYSTEM: PERMASNAP, COLOR 'CLEAR ANODIZED'
- SIGNAGE (TBD)
- STOREFRONT: DOORS & WINDOWS - CLEAR ANODIZED ALUMINUM. GLAZING - CLEAR
- METAL CLADDING SYSTEM; PAC-CLAD: CLEAR ANODIZED ALUMINUM (BRAKE METAL)
- SIGNAGE - BY SUB-TENANT (TBD)
- METAL ROOFING / FASCIA SYSTEM; PAC-CLAD: CLEAR ANODIZED ALUMINUM
- EIFS #2: SANDBLAST FINISH (DRYVIT #104 DOVER SKY - "V" GROOVE)
- CEMENTITIOUS SIDING; JAMES HARDI, PAINTED TO MATCH #8 COLOR.
- LIGHT FIXTURE, UTILITY - EGRESS (WALL MOUNTED)
- METAL DOOR & FRAME (PAINTED TO MATCH BRICK VENEER COLOR #3)
- LIGHT FIXTURE, DECORATIVE (WALL MOUNTED)
- NOT USED
- CANOPY COLUMN METAL WRAP: COLOR - SUNOCO 'MORNING FOG GRAY'
- MULTI-PRODUCT FUEL DISPENSER
- PIPE BOLLARD (PAINTED SUNOCO 'GRAY')
- 'SUNOCO' LOGO GRAPHIC, NASCAR / FLAG GRAPHIC APPLIED TO METAL CANOPY FASCIA
- NOT USED

THIS BLOCK IS FOR OFFICIAL USE ONLY OR LABEL CERTIFIES THAT THIS PLAN MEETS CONDITIONS OF FINAL APPROVAL BY THE PLANNING BOARD, ITS DESIGNEE, OR THE DISTRICT COUNCIL.	
M-NCPPC APPROVAL	
PROJECT NAME:	NSR PROPERTIES, LLC
PROJECT NUMBER:	DSP-19039
FOR CONDITIONS OF APPROVAL SEE SITE PLAN COVER SHEET OR APPROVAL SHEET REVISION NUMBERS MUST BE INCLUDED IN THE PROJECT NUMBER	

DunningGroup

a professional limited liability company

14420 Albemarle Point Place, Suite 230  
Chantilly, Virginia 20151

703.378.7991 703.378.7994 (fax)

www.dunningarchitects.com

PROJECT:

PG PLAZA  
SUNOCO

NSR PETROLEUM  
3599 EAST-WEST HIGHWAY  
HYATTSVILLE  
PRINCE GEORGE'S COUNTY,  
MARYLAND 20782

DEVELOPER:

CONSULTANTS:

PROFESSIONAL SEAL:

ISSUED: DATE:

SUBMISSION MARCH 08, 2018

NO. REVISION: DATE:

DESIGNED/DRAWN BY: JA / BJ  
REVIEWED/APPROVED BY: BJ  
PROJECT NO: 2018-002  
SCALE: AS NOTED

THE DOCUMENT AND IDEAS AND  
DESIGNS INCORPORATED HEREIN AS AN  
INSTRUMENT OF PROFESSIONAL  
SERVICE, IS THE PROPERTY OF DUNNING  
GROUP ARCHITECTS, LLC AND IS NOT TO  
BE COPIED OR USED, IN WHOLE OR IN  
PART FOR ANY OTHER PROJECT  
WITHOUT THE WRITTEN AUTHORIZATION  
OF DUNNING GROUP ARCHITECTS, LLC.

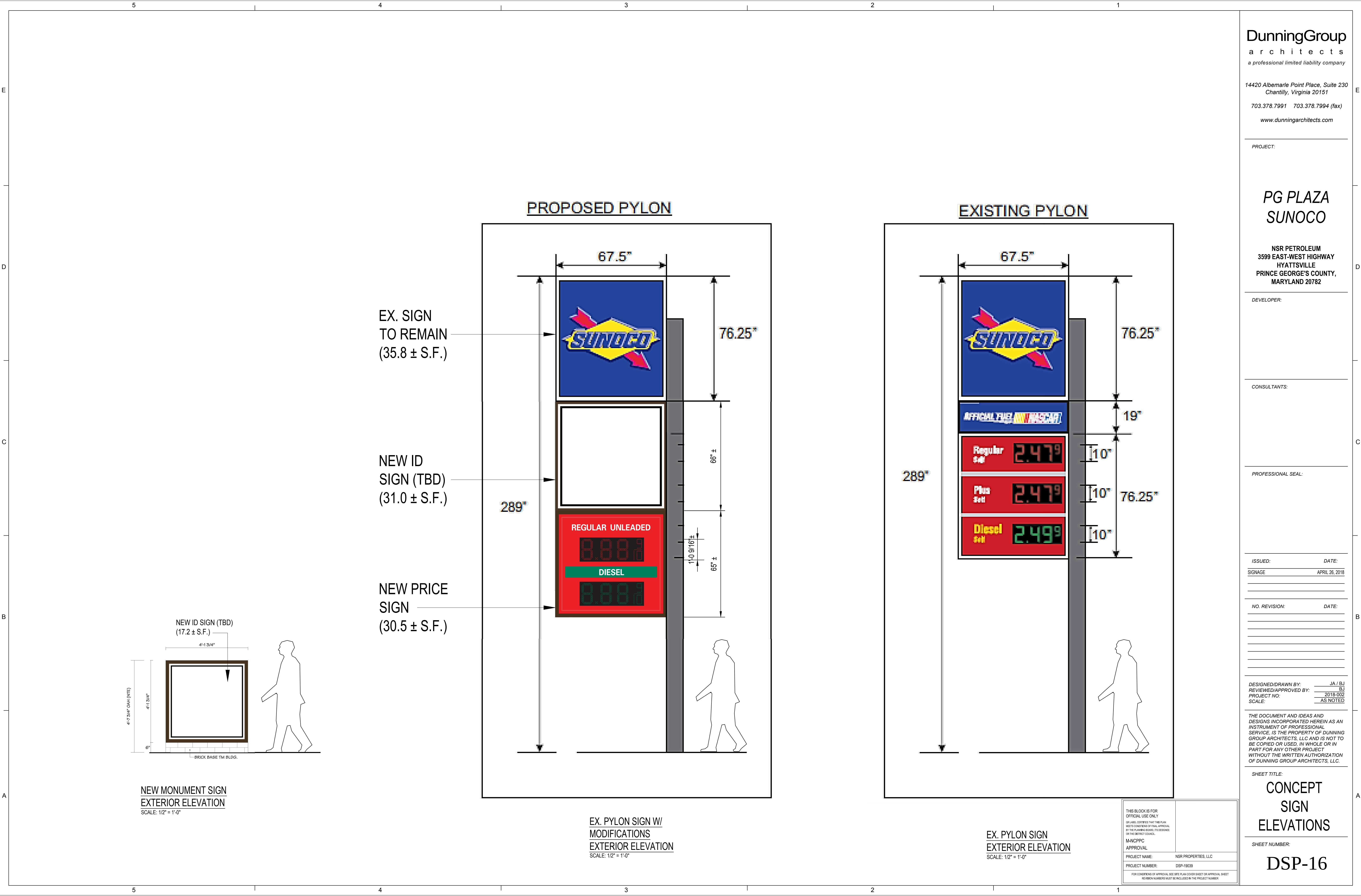
SHEET TITLE:

GAS PUMP  
CANOPY  
CONCEPTUAL  
ELEVATIONS

SHEET NUMBER:

DSP-15





DunningGroup  
architects  
a professional limited liability company

14420 Albemarle Point Place, Suite 230  
Chantilly, Virginia 20151  
703.378.7991 703.378.7994 (fax)  
www.dunningarchitects.com

PROJECT:

PG PLAZA  
SUNOCO

NSR PETROLEUM  
3599 EAST-WEST HIGHWAY  
HYATTSVILLE  
PRINCE GEORGE'S COUNTY,  
MARYLAND 20782

DEVELOPER:

CONSULTANTS:

PROFESSIONAL SEAL:

ISSUED: DATE:  
SIGNAGE APRIL 26, 2018

NO. REVISION: DATE:

DESIGNED/DRAWN BY: JA / BJ  
REVIEWED/APPROVED BY: BJ  
PROJECT NO: 2018-002  
SCALE: AS NOTED

THE DOCUMENT AND IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF DUNNING GROUP ARCHITECTS, LLC AND IS NOT TO BE COPIED OR USED, IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF DUNNING GROUP ARCHITECTS, LLC.

SHEET TITLE:

CONCEPT  
SIGN  
ELEVATIONS

SHEET NUMBER:

DSP-16



**CITY OF HYATTSVILLE**  
**PLANNING COMMITTEE MINUTES**  
**APRIL 18, 2017**

---

1. Introduction of Committee & Guests Members (7:33 PM)
  - Maureen Foster
  - Nkosi Yearwood
  - David Marshall
  - Jonathan Mueller
  - Todd Dengel
  - Thomas Sheffer
  - Chad Copeland
  - Will Maxwell
  - Tom Wright
  - Jim Chandler
  - Katie Gerbes
  - Stuart Eisenberg
  - Scott Wilson
  - Matthew Tedesco
  - Nick Speach
2. Committee Business (8:15 PM)
  - Adoption of Minutes from March 2017
    - i. Approved unanimously.
3. Metro II Adaptive Reuse Presentation (7:34 PM)
  - Mathew Tedesco (McNamee Hosea), Nick Speach (Bohler Engineering)
  - Early in the process, have not yet submitted anything to Prince George's County yet, presented to the City Council on April 17
  - Same team that worked on the Safeway project
  - Formally a detailed site plan due to location in the TDOZ, but not proposing substantive changes to the exterior of the building; it is an adaptive reuse of the interior space
    - i. Starting in the fall, building will be 100% vacant
    - ii. Need to get a detailed site plan to pull permits
    - iii. Exterior alternations include removal of vestibule and replacement of windows
  - Adding an internal garage to the lower floors of the building
    - i. Adding 80 internal, 15 surface spaces for a total of 95
    - ii. Owner also owns an additional parking garage in UTC that can be accessed by these residents
    - iii. Entrance to garage will be along Liberty Lane where current loading facilities are

- 315 units with mix of: 218 1-bedroom, 90 2-bedrooms, 3 3-bedrooms
- Amenities include bike room, gym, club room, lounge
- Hope to submit plan for initial review in the next couple of weeks
- Office market isn't strong, so this is a way to preserve the architecture and reuse the building in a successful way
- DM: Where is the entrance to the building?
  - i. MT: America Boulevard and Democracy Lane will remain. Removing entrance on Liberty Lane.
- DM: How many levels of units?
  - i. MT: 10 living levels.
- DM: Proposed parking level will be underground?
  - i. MT: Currently within the building, but not being utilized for parking
  - ii. DM: Are you proposing that tenants park in other parking garage and walking to residence?
  - iii. MT: Still working on that, but there will be availability to park there. Not sure yet how will be implemented, but definite option for overflow parking.
- DM: Are you planning on changing the address?
  - i. MT: No, project is still being called 3700 East West. In theory, could possibly change, but owner doesn't appear to be interested in that.
- TS: I see Maryland Historic Trust is involved? Are there any other designations?
  - i. MT: Nothing more, we're working with the Trust to address any issues, but unlikely there are any. Will promote its significance when marketing.
- JM: When you say tenants have rights to parking garage, is that the one on the other side of the movie theater?
  - i. MT: yes.
  - ii. JM: Is there a physical connection there?
  - iii. MT: Yes, sidewalks.
  - iv. JM: But there is no interior connection between the parking and the building, like a tunnel?
  - v. MT: No, they are separate structures.
- WM: Do you have any statistics on usage of the parking garage?
  - i. MT: No, but likely underused,
- MF: Are they getting a tax credit for reusing a historic structure?
  - i. MT: Not sure, but the architect is looking through that.
- MF: LEED certification?
  - i. MT: It will probably qualify, but not sure if they will pursue the certification.
- TD: Are you planning on using a separate property management company?
  - i. MT: Yes, but no one has been identified.
- TD: Does the company have other residential properties?
  - i. MT: Yes, in their portfolio.
  - ii. TD: So, do they use a company regionally for management?
  - iii. MT: They haven't done residential in this region, so not sure.



- Scott Wilson: There are missing sidewalks to the east of Safeway. Are they going to fix that?
  - i. MT: I don't know about it, but can work to figure it out.
- TD: Don't think the parking is an issue, there is a nearby garage with lots of empty space where you can create a nesting area.
- CC: Believe this is a good project convenient to a lot of amenities, for good marketability. It is nice to have folks willing to work to maintain existing buildings.
- MF: Excited working with companies who have done this sort of revitalization in other urban areas.
- WM: Concerned about only 100 bike spaces, may want more.
- JM: A question raised at Council was about the market analysis? Do you have that?
  - i. MT: Don't have the raw data, but can and will pass it on. With majority units being 1-bedroom, experience in this market shows that is in demand and shortage. Especially in College Park, mostly 3- and 4-unit apartments.
  - ii. JC: In terms of UTC and breakup of retail and residential, there is not a ton of residential; it can be a pretty dead space given what all is there. Area wouldn't be viewed as "dynamic" right now, so hopeful this will activate. We have had discussions about making sure the interior of the building works so it is competitive with nearby projects given that it is not a new build. Don't believe the company would move forward if they didn't believe it would be successful.
- JM: When is the Treasury leaving?
  - i. MT: Late summer, early fall.
- TS: The more you can market it for its historic nature, the better. Are there any outdoor spaces provided?
  - i. MT: Kind of. There is a balcony area existing, but trying to figure out how to program and best utilize the space.
  - ii. TS: Is it cut off to public? Is it a private space?
  - iii. MT: yes.
  - iv. TS: Could add tree boxes and green up that space.
- DM: For the separate parking garage, it is currently used by daytime business customers and nighttime entertainment. If tenant has spaces assigned, where do the other people park?
  - i. MT: There are 2,500 spaces in the garage, so should be plenty of space to accommodate both.
- DM: Do you have ideas for exterior signage?
  - i. MT: There have been internal conversations about signage, but there is not a signage plan yet.
- DM: Do you plan to paint the exterior of the building?
  - i. MT: No.
- DM: Like the idea of reusing an existing structure, hope the project is successful.
- NY: How many parking spaces?

- i. MT: Utilizing existing areas. 15 exist on ground level, adding 80 internal.
- NY: May want to have a greater variety of units.
  - i. MT: We're thinking the mostly 1-bedroom focus will set the building apart.
- Scott Wilson: Is there a price point?
  - i. MT: Not yet.
- Scott Wilson: Is there an option for utilizing the roof for amenity space?
  - i. MT: Not sure it is a viable option but will ask.
- Stuart Eisenberg: Like that it is being kept as intact as possible. Currently no designation so no limitations, but getting a designation could affect that; be aware. Office vacancy rate across county is about 21%, so this is an obsolete building for office, so smart to go for conversion to residential.

#### 4. Sustainability Plan Update (8:15 PM)

- Draft of the plan was released yesterday and can be found on the Speak Up website, as well as the main City website. It was introduced to the Council last night.
- Comments can be provided on the Speak Up site or emailed directly to me. If there is another preferred method to communicate comments, let me know and we can work it out.
- Confirming volunteers for our public meetings on Saturday and Tuesday
  - i. Saturday time changed to the afternoon to accommodate the Hyattsville Aging in Place fair, as well as the various Earth Day activities going on in the morning.
  - ii. If you haven't confirmed your volunteer time with Katie, please do so tonight.
  - iii. Meetings will be open house style, with brief presentation followed by attendees going around the room to read different sections of the plan with the opportunity to anonymously give feedback.

#### 5. UIP Baltimore Avenue Project (8:22 PM)

- Developer has acquired most of the 5600 block of Baltimore Avenue- from Bluebird project down to Hamilton Street
- Hope to raise the area and have first floor retail with residential on top
- City has been approached if we would be willing to put up City properties to be part of the project.
  - i. That determination has not been made, and is not a definite.
  - ii. DM: what lot?
  - iii. JC: Lot 5, the former YMCA property
- Probably looking at June/July decision by City on our property at which point they would work to apply with Prince George's County. We will bring it forward as soon as they have made a decision on moving forward.
  - i. Likely would go to the Planning Board in September.



- Developer is working through some of the traffic circulation issues, as well as restrictions due to the proximity to the historic armory

## 6. Development Updates (8:26 PM)

- i. Riverfront at West Hyattsville – approved
  - i. Infrastructure detailed site plan, preliminary plan of subdivision, and mandatory referral are all approved.
  - ii. There was a lighting issue brought up at the Planning Board meeting, but they are working through that. It would be addressed in the architectural plan.
  - iii. Likely this summer we will see an architectural plan, but unlikely to see many large changes. Second phase (multifamily) will probably begin proposal in the fall.
  - iv. Had talked about wanting to get the Committee to tour either Kiplinger and/or West Hyattsville. Likely July.
- ii. Townhouses at Oglethorpe and 44th Avenue
  - i. Developer approached City about building 8 townhouses on a lot currently occupied by a single-family home.
  - ii. Unique situation as it falls below the threshold for a detailed site plan, so there is more limited interaction with City.
    - Still need to get a subdivision plan approved, which the City can formally comment on.
    - Highly encouraged the applicant to attend either the May or June Planning Committee meetings to explain the project.
- iii. Lighting along Belcrest
  - i. Equipment is now in, working with PEPCO to light the street
  - ii. DM: Had conversation with project manager recently and they're working to do it as fast as they can, just waiting on PEPCO
- iv. MF: Who is the tenant possibly leaving UTC?
  - i. JC: Kaiser is opening a headquarters in New Carrollton, so likely they will not renew their lease. Nothing definite yet, but still have roughly 24 months remaining on their lease.
  - ii. JC: At next Council meeting will also introduce Metro III as possibility for relocating the City offices, as they work to decide if/where administrative offices will be.
- v. NY: Who is the firm proposing Route 1 development?
  - i. JC: UIP – Urban Investment Partnership, group out of DC.
- vi. MF: Pizzeria Paradiso?
  - i. JC: Not open, not sure when it will be.
- vii. NY: What's happening at the Mall at Prince George's?
  - i. JC: Are adding on a pad site and addition to the western edge of building
    - Details of tenants likely coming in May
  - ii. KG: The current hole in wall is four fast casual restaurants.

viii. Stuart Eisenberg: May 13 paint-by-number mural painting at West Hyattsville Metro.

7. Adjourn (8:45 PM)





## Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019

Submitted by: Zach Nemser

Submitting Department: Police Department

Item Type: Contract

Agenda Section:

### **SUBJECT**

Annual Motorola Service Agreement

### **HCC-2-FY20**

#### **Recommendation:**

I move that the Mayor and Council authorize the expenditure of \$30,383.75 for the renewal of the Annual Motorola Service Agreement for maintenance on our Dispatch Console, Portable and Mobile radios.

#### **Sponsor(s):**

At the Request of the City Administrator

#### **Co-Sponsor(s):**

N/A

### **ATTACHMENTS**

[Motorola Service Agreement FY20.pdf](#)

#### **Summary Background:**

The City of Hyattsville Police Department purchased a Motorola State-of-the-Art Radio Communications Dispatch System in 2011. The cost was \$350K. For several years that system was under a manufacturer's warranty and all repairs, upgrades and tech support were covered. We are out of warranty and need an Annual Service Agreement to maintain our radio system and related equipment. This Service Agreement also covers all of our portable and our mobile radios.

#### **Next Steps:**

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

#### **Fiscal Impact:**

\$31,903.04

#### **City Administrator Comments:**

Recommend Support.

#### **Community Engagement:**

N/A

#### **Strategic Goals:**

Goal 3 – Promote a Safe and Vibrant Community

#### **Legal Review Required?**

Complete



## Service Agreement

Attn: National Service Support  
1307 East Algonquin Road  
Schaumburg, IL 60196  
(800) 247-2346

Date: 4/15/2019

Service Agreement # : USC000004251

Company Name: Hyattsville, City Of

Attn: Richard Hamett

Billing Address: 4310 Gallatin St.

City, State, Zip: Hyattsville, MD 20781

Customer Contact: Richard Hamett

Phone: 240-606-4165

Email: rhamett@hyattsville.org

Required P.O.: No

Customer # : 1036336643

Bill to Tag # : 0001

Contract Start Date: 07/01/2019

Contract End Date: 06/30/2020

Payment Cycle: Annual

Tax Exempt: Yes

PO # :

Qty	Model/Option	Description	Monthly Ext	Extended
		<b>Service Agreement Pricing Effective 7-1-19 through 6-30-20</b>		
		Including the following Services for Radio Communications:		
		Dispatch		
		Network Monitoring		
		Technical Support		
		Fixed Equipment Board Repair w/ Adv Replacement		
		Onsite Support (7 x 24 x 365)		
		PTP Support		
		One (1) Network Preventative Maintenance		
		Software Maintenance Agreement		
			\$ 2,306.81	\$ 27,681.68
		<b>Radio Repair at Beltsville, MD FSO</b>		
		49 ea APX7000 @ \$2.97 per month	\$ 145.53	\$ 1,746.36
		55 ea APX7500 @ \$3.75 per month	\$ 206.25	\$ 2,475.00
		<b>TOTAL</b>	<b>\$ 2,658.59</b>	<b>\$ 31,903.04</b>

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOTOROLA.

SUBCONTRACTOR(S)	CITY	STATE
Motorola Infrastructure Depot Operations (IDO)	Elgin	IL
Motorola FSO	Beltsville	MD

Authorized Customer Signature

Phone

Date

Motorola Representative Signature

Title

Date

Andrea Kerr

443-251-8039

andrea.kerr@motorolasolutions.com

Motorola Representative

Phone:

Email



## **Service Terms and Conditions**

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### **Section 1. APPLICABILITY**

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2. DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3. ACCEPTANCE**

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### **Section 4. SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### **Section 5. EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

## **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

## **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## **Section 8. PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

## **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

## **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER



SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than three (3) years after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

## **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

## **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

## **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

## **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

## **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

## **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed – the appropriate court in the State of Maryland.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015





## Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019  
Submitted by: Lesley Riddle  
Submitting Department: Public Works  
Item Type: Purchase  
Agenda Section:

### SUBJECT

Replacement of Streets Vehicle ST31

### HCC-31-FY20

#### Recommendation:

I move that the Mayor and Council authorize the expenditure of FY20 Capital Improvement Funds in an amount not to exceed \$60,000 for the purpose of purchasing a 2020 Chevrolet Silverado from Criswell Chevrolet, utilizing the Montgomery County Contract Rider, Contract Number 1065341.

#### Sponsor(s):

At the Request of the City Administrator

#### Co-Sponsor(s):

N/A

#### ATTACHMENTS

[Hyattsville City 3500 sales_proposal - 2019-07-18T152517.261.pdf](#)

[Chevy Renewal Exp 6-2-2020.pdf](#)

#### Summary Background:

During our review of the FY19 budget we assessed our current fleet of vehicles at Public Works. We found that overall many of our vehicles and equipment are at or beyond the recommended depreciation. Additionally, there is a need to accommodate new City programs and staffing for FY20. The DPW is committed to ensuing moderate, but deliberate replacement schedule of vehicles and equipment to ensure safety and maintain and improve services to our residents.

Streets Vehicle ST31 is a 2008 Ford pickup truck that has had multiple service issues over the past several years. Currently, the truck needs an engine replacement at a cost of approximately \$15,000. Last year, the truck was out of service for many months due to a major repair on the fuel injectors. Additionally, the truck needs major repair to the bed and rear tail gate due to weather and salt related damage. With the Blue Book value at of truck at only \$5,000, staff recommends replacing this vehicle, and not investing any additional funds into ST31. Staff proposes purchasing a 2020 Chevrolet Silverado from Criswell Chevrolet using the Montgomery County Contract Rider. The cost of this vehicle should not exceed \$60,000.

#### Next Steps:

With Council approval staff will facilitate the purchase of this vehicle.

#### Fiscal Impact:

NTE \$60,000 from FY20 CIP

#### City Administrator Comments:

Recommend Support.

**Community Engagement:**

None

**Strategic Goals:**

Goal 4 – Foster Excellence in all City Operations

**Legal Review Required?**

Pending





## **Criswell Auto**

Mark A. White | 301-212-4422 | mwhite@criswellauto.com

# **City of Hyattsville**

**Prepared For: Aaron Jones**

**[Fleet] 2020 Chevrolet Silverado 3500HD (CK30743) 4WD Crew Cab 159" Work Truck**





## Criswell Auto

Mark A. White | 301-212-4422 | mwhite@criswellauto.com

[Fleet] 2020 Chevrolet Silverado 3500HD (CK30743) 4WD Crew Cab 159" Work Truck

### Quote Worksheet

	MSRP
Base Price	\$42,300.00
Dest Charge	\$1,595.00
Total Options	\$4,828.00
<b>Subtotal</b>	<b>\$48,723.00</b>
GM/Criswell Government Incentive	(\$7,100.00)
MCOTLC	(\$519.00)
Boss Plow, Boss salter and Snow deflector and installation	\$13,905.00
Light Bar, Directional LED for the rear, four corner strobes and installation	\$2,310.00
Mobile Radio	\$1,601.00
<b>Subtotal Pre-Tax Adjustments</b>	<b>\$10,197.00</b>
Less Customer Discount	\$0.00
<b>Subtotal Discount</b>	<b>\$0.00</b>
Trade-In	\$0.00
<b>Excluded from Sales Tax</b>	<b>Subtotal Trade-In \$0.00</b>
<b>Taxable Price</b>	<b>\$58,920.00</b>
Sales Tax	\$0.00
<b>Subtotal Taxes</b>	<b>\$0.00</b>
<b>Subtotal Post-Tax Adjustments</b>	<b>\$0.00</b>
<b>Total Sales Price</b>	<b>\$58,920.00</b>

Dealer Signature / Date

Customer Signature / Date

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

Data Version: 8806. Data Updated: Jul 15, 2019 9:43:00 PM PDT.





## Criswell Auto

Mark A. White | 301-212-4422 | mwhite@criswellauto.com

[Fleet] 2020 Chevrolet Silverado 3500HD (CK30743) 4WD Crew Cab 159" Work Truck

### Selected Model and Options

#### MODEL

CODE	MODEL
CK30743	2020 Chevrolet Silverado 3500HD 4WD Crew Cab 159" Work Truck

#### COLORS

CODE	DESCRIPTION
GAZ	Summit White

#### PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION
1WT	Work Truck Preferred Equipment Group includes standard equipment

#### ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
5H1	Key equipment, two additional keys for single key system Provides two additional spare keys for a total of (4). (Keys will be cut but not programmed) NOTE: programming of keys is at customer's expense. Programming keys is not a warranty expense. (Requires (SAF) spare tire lock. Not available with SEO (5Z4) spare wheel, carrier and lock delete or (ZW9) pickup bed delete.)
JL1	Trailer brake controller, integrated (Requires (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Included with (CMT) Gooseneck / 5th Wheel Package.)
K4B	Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr (Requires (L8T) 6.6L V8 gas engine and either (KW5) 220-amp alternator or (KHF) dual alternators. Not available with (KW7) 170-amp alternator.)
KHF	Alternators, dual, 220-amps primary, 170-amps auxiliary (Requires (K4B) auxiliary battery with (L8T) 6.6L V8 gas engine.)
NQH	Transfer case, two-speed active electronic Autotrac with push button control (Requires 4WD models.)
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep Package.)

#### ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION
8S3	Backup alarm, 97 decibels (Not available with SEO (SFW) back-up alarm calibration, (ZW9) pickup bed delete or (UY2) trailer wiring provisions.)

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

Data Version: 8806. Data Updated: Jul 15, 2019 9:43:00 PM PDT.



## Criswell Auto

Mark A. White | 301-212-4422 | mwhite@criswellauto.com

### [Fleet] 2020 Chevrolet Silverado 3500HD (CK30743) 4WD Crew Cab 159" Work Truck

#### ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
9L7	Upfitter switch kit, (5) Provides 5-30 amp circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter. Installation instructions and technical assistance available at <a href="http://www.gmupfitter.com">www.gmupfitter.com</a> .
AQQ	Remote Keyless Entry with 2 transmitters (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)
C49	Defogger, rear-window electric (Included with (PCV) WT Convenience Package.)
DD8	Mirror, inside rearview auto-dimming (Included and only available with (DWI) trailer mirrors.)
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) instrument panel mounted power outlet) (Included and only available with (KI4) Power outlet. Not available with (ZW9) pickup bed delete.)
KI4	Power outlet, instrument panel, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

#### ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)
CGN	Chevytec spray-on bedliner Black with Chevrolet logo (does not include spray-on liner on tailgate due to Black composite inner panel) (Included with (CMT) Gooseneck / 5th Wheel Package or (ANQ) Alaskan Snow Plow Special Edition. Not available with (ZW9) pickup bed delete. Not available with any Ship Thrus EXCEPT (TCE), (TCH), (VSH) or (VTV).)
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass lower convex mirrors, turn signal indicators, puddle lamps, perimeter lighting, auxiliary lighting, power folding/manual extending (extends 3.31" [84.25mm]) (Requires (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package. Includes (DD8) auto-dimming rearview mirror.)
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package. Deleted when (ZW9) pickup bed delete is ordered.)
U01	Lamps, Smoked Amber roof marker, (LED) (Included with (ANQ) Alaskan Snow Plow Special Edition. Standard with dual rear wheels. Not available with (YF5) California state emissions requirements on single rear wheels.)
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Not available with (ZW9) pickup bed delete.)
VK3	License plate kit, front

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

Data Version: 8806. Data Updated: Jul 15, 2019 9:43:00 PM PDT.





## Criswell Auto

Mark A. White | 301-212-4422 | mwhite@criswellauto.com

### [Fleet] 2020 Chevrolet Silverado 3500HD (CK30743) 4WD Crew Cab 159" Work Truck

#### ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION
PCV	WT Convenience Package includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control, (DBG) power trailer mirrors with heated upper glass and manual extending/folding (Not available with (ZLQ) WT Fleet Convenience Package. With (ZW9) pickup bed delete, (QT5) EZ Lift power lock and release tailgate is deleted.)
VYU	Snow Plow Prep Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. (Requires 4WD model. Upgradeable to (KHF) Dual alternators (220-amp primary, 170- amp auxiliary). Included with (ANQ) Alaskan Snow Plow Special Edition. Not available with (F60) Heavy Duty Front Spring Package.)

#### ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION
RVS	LPO, Assist steps - 4" Black - round (Not available with any other assist steps.)

#### ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION
R9Y	Fleet Free Maintenance Credit. This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. *CREDIT*
VQ2	Fleet Processing Option

#### SEAT TYPE

CODE	DESCRIPTION
A52	Seats, front 40/20/40 split-bench (no storage) (STD)

#### PAINT

CODE	DESCRIPTION
GAZ	Summit White

#### AXLE

CODE	DESCRIPTION
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

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

Data Version: 8806. Data Updated: Jul 15, 2019 9:43:00 PM PDT.



# Criswell Auto

Mark A. White | 301-212-4422 | mwhite@criswellauto.com

[Fleet] 2020 Chevrolet Silverado 3500HD (CK30743) 4WD Crew Cab 159" Work Truck

## SEAT TRIM

CODE	DESCRIPTION
H2G	Jet Black, Vinyl seat trim

## RADIO

CODE	DESCRIPTION
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

## GVWR

CODE	DESCRIPTION
JGL	GVWR, 11,350 lbs. (5148 kg) (STD) (Requires CK30743 model and (L8T) 6.6L V8 gas engine. Requires single rear wheels.)

## ENGINE

CODE	DESCRIPTION
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

## TRANSMISSION

CODE	DESCRIPTION
MYD	Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

## EMISSIONS

CODE	DESCRIPTION
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements

## WHEELS

CODE	DESCRIPTION
PYT	Wheels, 18" (45.7 cm) painted steel (STD) (Requires single rear wheels.)

## Options Total

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version: 8806. Data Updated: Jul 15, 2019 9:43:00 PM PDT.





# Criswell Auto

Mark A. White | 301-212-4422 | mwhite@criswellauto.com

[Fleet] 2020 Chevrolet Silverado 3500HD (CK30743) 4WD Crew Cab 159" Work Truck

## Weight Ratings

WEIGHT RATINGS	
Front Gross Axle Weight Rating:	4800 lbs
Rear Gross Axle Weight Rating:	7250 lbs
Gross Vehicle Weight Rating:	11350.00 lbs

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version: 8806. Data Updated: Jul 15, 2019 9:43:00 PM PDT.



## Criswell Auto

Mark A. White | 301-212-4422 | mwhite@criswellauto.com

[Fleet] 2020 Chevrolet Silverado 3500HD (CK30743) 4WD Crew Cab 159" Work Truck

### Standard Equipment

#### Package

Trailering Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

#### Mechanical

GVWR, 11,350 lbs. (5148 kg) (STD) (Requires CK30743 model and (L8T) 6.6L V8 gas engine. Requires single rear wheels.)

Durabed, pickup bed

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

Air filter, high-capacity

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Differential, heavy-duty locking rear

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Recovery hooks, front, frame-mounted, Black (Not included when (VQY) Chrome recovery hooks, LPO is ordered.)

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Suspension Package

Steering, Recirculating ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

#### Exterior

Wheels, 18" (45.7 cm) painted steel (STD) (Requires single rear wheels.)

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

Data Version: 8806. Data Updated: Jul 15, 2019 9:43:00 PM PDT.





## Criswell Auto

Mark A. White | 301-212-4422 | mwhite@criswellauto.com

### [Fleet] 2020 Chevrolet Silverado 3500HD (CK30743) 4WD Crew Cab 159" Work Truck

#### Exterior

Tires, LT275/70R18E all-terrain, blackwall (Requires single rear wheels.)

Tire, spare LT275/70R18 all-terrain, blackwall (Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires with (E63) Durabed, pickup bed single rear wheel models. Available to order when (ZW9) pickup bed delete and (QF6) LT275/70R18E all-terrain, blackwall tires are ordered with single rear wheel models)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumpers, front, Black

Bumpers, rear, Black

CornerStep, rear bumper

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

Moldings, beltline, Black

Cargo tie downs (12), fixed, rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Front grille bar with "CHEVROLET" molded in Black includes Black mesh inserts with small Gold bowtie emblem.

Headlamps, halogen reflector with halogen Daytime Running Lamps

Taillamps, with incandescent tail, stop and reverse lights (Note: Trucks equipped with dual rear wheels will feature LED signature tail and stop lamps, with incandescent reverse lamp.)

Lamps, cargo area cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black

Mirror caps, Black

Glass, solar absorbing, tinted

Door handles, Black grained

Tailgate and bed rail protection cap, top

Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

#### Entertainment

Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

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

Data Version: 8806. Data Updated: Jul 15, 2019 9:43:00 PM PDT.



## Criswell Auto

Mark A. White | 301-212-4422 | mwhite@criswellauto.com

### [Fleet] 2020 Chevrolet Silverado 3500HD (CK30743) 4WD Crew Cab 159" Work Truck

#### Entertainment

Bluetooth for phone connectivity to vehicle infotainment system

#### Interior

Seats, front 40/20/40 split-bench (no storage) (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

Window, power front, passenger express down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power (Standard on Crew Cab and Double Cab models. On Regular Cab models, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

Power outlet, front auxiliary, 12-volt

USB port, located on instrument panel

Air conditioning, single-zone

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

#### Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist

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

Data Version: 8806. Data Updated: Jul 15, 2019 9:43:00 PM PDT.





## Criswell Auto

Mark A. White | 301-212-4422 | mwhite@criswellauto.com

### [Fleet] 2020 Chevrolet Silverado 3500HD (CK30743) 4WD Crew Cab 159" Work Truck

#### Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

#### Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera (Deleted with (ZW9) pickup bed delete.)

Hitch Guidance (Deleted with (ZW9) pickup bed delete.)

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Teen Driver configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

#### Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

#### WARRANTY

Warranty Note: <<< Preliminary 2020 Warranty Note >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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

Data Version: 8806. Data Updated: Jul 15, 2019 9:43:00 PM PDT.



## Criswell Auto

Mark A. White | 301-212-4422 | mwhite@criswellauto.com

[Fleet] 2020 Chevrolet Silverado 3500HD (CK30743) 4WD Crew Cab 159" Work Truck

## Technical Specifications

### Powertrain

#### Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MYD
Trans Type	6	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.03
Second Gear Ratio (:1)	2.36	Third Gear Ratio (:1)	1.53
Fourth Gear Ratio (:1)	1.15	Fifth Gear Ratio (:1)	0.85
Sixth Gear Ratio (:1)	0.67	Reverse Ratio (:1)	3.06
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	N/A
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A		

#### Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A		

#### Engine

Engine Order Code	L8T	Engine Type	Gas V8
Displacement	6.6L-TBD-	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	401 @ 5200	SAE Net Torque @ RPM	464 @ 4000
Engine Oil Cooler	Yes		

#### Electrical

Cold Cranking Amps @ 0° F (Primary)	720	Cold Cranking Amps @ 0° F (2nd)	730
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	170 & 220

#### Cooling System

Total Cooling System Capacity	N/A
-------------------------------	-----

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

Data Version: 8806. Data Updated: Jul 15, 2019 9:43:00 PM PDT.





## Criswell Auto

Mark A. White | 301-212-4422 | mwhite@criswellauto.com

### [Fleet] 2020 Chevrolet Silverado 3500HD (CK30743) 4WD Crew Cab 159" Work Truck

#### Vehicle

##### Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	N/A	EPA Greenhouse Gas Score	N/A
----------------------------------------	-----	--------------------------	-----

#### Chassis

##### Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Gross Axle Wt Rating - Front	4800 lbs	Gross Axle Wt Rating - Rear	7250 lbs
Curb Weight - Front	N/A	Curb Weight - Rear	N/A
Option Weight - Front	0.00 lbs	Option Weight - Rear	0.00 lbs
Reserve Axle Capacity - Front	N/A	Reserve Axle Capacity - Rear	N/A
As Spec'd Curb Weight	N/A	As Spec'd Payload	N/A
Maximum Payload Capacity	N/A	Gross Combined Wt Rating	24000 lbs
Gross Axle Weight Rating	12050.00 lbs	Curb Weight	N/A
Reserve Axle Capacity	N/A	Total Option Weight	0.00 lbs
Payload Weight Front	0 lbs	Payload Weight Rear	0 lbs
Gross Vehicle Weight Rating	11350.00 lbs		

##### Trailer

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	14500 lbs	Wt Distributing Hitch - Max Tongue Wt.	1450 lbs
Maximum Trailering Capacity	20000 lbs		

##### Frame

Frame Type	Hydroformed	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

##### Suspension

Suspension Type - Front	Independent	Suspension Type - Rear	Multi-Leaf
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	Independent	Axle Type - Rear	N/A

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

Data Version: 8806. Data Updated: Jul 15, 2019 9:43:00 PM PDT.



# Criswell Auto

Mark A. White | 301-212-4422 | mwhite@criswellauto.com

## [Fleet] 2020 Chevrolet Silverado 3500HD (CK30743) 4WD Crew Cab 159" Work Truck

### Chassis

#### Suspension

Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.73	Axle Ratio (:1) - Rear	3.73
Shock Absorber Diameter - Front	51 mm	Shock Absorber Diameter - Rear	51 mm
Stabilizer Bar Diameter - Front	1.38 in	Stabilizer Bar Diameter - Rear	N/A

#### Tires

Front Tire Order Code	QF6	Rear Tire Order Code	QF6
Spare Tire Order Code	ZYG	Front Tire Size	LT275/70R18
Rear Tire Size	LT275/70R18	Spare Tire Size	LT275/70R18
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

#### Wheels

Front Wheel Size	18 x -TBD- in	Rear Wheel Size	18 x -TBD- in
Spare Wheel Size	18 x -TBD- in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

#### Steering

Steering Type	Pwr Recirculating Ball	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	52.7 ft	Turning Diameter - Wall to Wall	N/A

#### Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or )	Yes
Disc - Rear (Yes or )	Yes	Front Brake Rotor Diam x Thickness	14 x 1.6 in
Rear Brake Rotor Diam x Thickness	14.1 x 1.3 in	Drum - Rear (Yes or )	N/A
Rear Drum Diam x Width	N/A		

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

Data Version: 8806. Data Updated: Jul 15, 2019 9:43:00 PM PDT.





## Criswell Auto

Mark A. White | 301-212-4422 | mwhite@criswellauto.com

### [Fleet] 2020 Chevrolet Silverado 3500HD (CK30743) 4WD Crew Cab 159" Work Truck

#### Chassis

##### Fuel Tank

Fuel Tank Capacity, Approx	36 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

#### Dimensions

##### Interior Dimensions

Passenger Capacity	6	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.02 in
Front Hip Room	61.18 in	Second Head Room	40.12 in
Second Leg Room	43.4 in	Second Shoulder Room	65.3 in
Second Hip Room	60.24 in		

##### Exterior Dimensions

Wheelbase	158.94 in	Length, Overall w/o rear bumper	249.95 in
Length, Overall w/rear bumper	N/A	Length, Overall	N/A
Width, Max w/o mirrors	81.85 in	Height, Overall	80.87 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	42.1 in
Cab to End of Frame	N/A	Ground to Top of Load Floor	38.9 in
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	11.18 in	Ground Clearance, Rear	11.18 in
Body Length	0.00 ft	Cab to Body	N/A

##### Cargo Area Dimensions

Cargo Box Length @ Floor	82.25 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	71.4 in	Cargo Box Width @ Wheelhousings	51.85 in
Cargo Box (Area) Height	21 in	Tailgate Width	N/A
Cargo Volume	69.5 ft ³	Ext'd Cab Cargo Volume	N/A

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

Data Version: 8806. Data Updated: Jul 15, 2019 9:43:00 PM PDT.



**CONTRACT NO. 1065341  
AMENDMENT NO. 3**

This Amendment is between Montgomery County, Maryland (the “County”) and Criswell Chevrolet, Inc. (the “Contractor”) (the County and the Contractor together the “Parties”).

**BACKGROUND**

1. The Parties entered into Contract No. 1065341 on June 5, 2016.
2. The present contract term expires June 2, 2019.
3. The purpose of this Contract is for the Contractor to provide vehicles to the County.
4. The purpose of this Amendment is to extend the contract term for a period of up to an additional twelve months with the approval of the Director, Office of Procurement, in accordance with Procurement Regulation 15.5.1.3(b).

**CHANGE**

1. The Contract term is extended through June 2, 2020 with the stipulation that this Contract may be terminated by the County upon ten (10) days written notice to the Contractor, with no further costs, obligations or liability on the part of the County.

**EFFECT**

1. Existing contract provisions are extended in effect and in whole unless specifically altered by this Amendment.
2. This Amendment is entered into prior to expiration of the contract term.
3. This Amendment is entered into on the date of signature by the Director, Office of Procurement.
4. No work is to be done pursuant to this Amendment until it is executed by the Director, Office of Procurement.



**SIGNATURES**

Criswell Chevrolet Inc.

By: 

Typed: Scott Silverman

Title: FLEET SALES MANAGER

Date: 4/19/19

MONTGOMERY COUNTY, MARYLAND

By: 

Avinash G. Shetty, Director  
Office of Procurement

Date: 5/24/19

**RECOMMENDATION**

By: 

Jamie P. Cooke, Chief  
Division of Fleet Management Services  
Department of General Services

Date: 4-10-19

**APPROVED AS TO FORM**

By: 

Puja K. DeWire, Associate County Attorney  
Division of Finance and Procurement  
Office of the County Attorney

Date: 4/26/2019



## Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019

Submitted by: Jake Rollow

Submitting Department: Community Services

Item Type: Legislative

Agenda Section:

### **SUBJECT**

Surplus Video Equipment

### **HCC-34-FY20**

#### **Recommendation:**

I move that the Mayor and Council deem as surplus the video equipment listed below and make it available for sale.

#### **Sponsor(s):**

At the Request of the City Administrator

#### **Co-Sponsor(s):**

N/A

### **ATTACHMENTS**

#### **Summary Background:**

The City no longer has use for the following listed pieces of video equipment, but they are still of value. They will be sold to Adorama, a large reseller of such items, pending inspection by Adorama, for approximately \$7,000 of City revenue.

Sony FS-7 Camera, SN 0025892

Sony G Lens, SN SELP28135G

Atomos Shogun Monitor Recorder, SN 0640906710207

#### **Next Steps:**

Approve as surplus for sale.

#### **Fiscal Impact:**

\$7,000 Potential Revenue

#### **City Administrator Comments:**

Recommend Support.

#### **Community Engagement:**

NA

#### **Strategic Goals:**

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

#### **Legal Review Required?**

N/A





## Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019

Submitted by: Jake Rollow

Submitting Department: Community Services

Item Type: Legislative

Agenda Section:

### **SUBJECT**

Hyattsville Life and Times Contract

### **HCC-35-FY20**

#### **Recommendation:**

I move that the Mayor and Council approve the FY20 contract for advertising in the Hyattsville Life and Times at a cost not to exceed \$28,680.

#### **Sponsor(s):**

At the Request of the City Administrator

#### **Co-Sponsor(s):**

N/A

### **ATTACHMENTS**

#### **Summary Background:**

The City purchases space in the Hyattsville Life and Times to promote City news and activities. This contract is at the same cost as the past year's contract. There has been no change in the ad purchase or the purchase price, which remains at market rate.

The ad purchase includes:

- Two center pages
- An additional page
- A front page ad mentioning that the Hyattsville Reporter is inside

#### **Next Steps:**

Ratify the contract with the Life and Times.

#### **Fiscal Impact:**

\$28,680

#### **City Administrator Comments:**

Recommend Support.

#### **Community Engagement:**

Purchasing space in the Life and Times is a tool for community engagement.

#### **Strategic Goals:**

SG1 - Ensure transparent and accessible government.

#### **Legal Review Required?**

Complete



## Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019

Submitted by: Jake Rollow

Submitting Department: Community Services

Item Type: Contract

Agenda Section:

### **SUBJECT**

Teen Center Tutoring

### **HCC-36-FY20**

#### **Recommendation:**

I move that the Mayor and Council approve the FY20 contract with Northstar Tutoring to provide tutoring and mentorship management at a cost not to exceed \$60,000 in support of the City's teen programming.

#### **Sponsor(s):**

At the Request of the City Administrator

#### **Co-Sponsor(s):**

N/A

### **ATTACHMENTS**

#### **Summary Background:**

Northstar Tutoring provided excellent individualized tutor/mentor matching to our Teen Center students over the past year. This contract retains their services for another year, and expands their work to include summer months, to assist students in preventing summer academic slide.

#### **Next Steps:**

Ratify contract.

#### **Fiscal Impact:**

\$60,000

#### **City Administrator Comments:**

Recommend Support.

#### **Community Engagement:**

This program is one of community engagement.

#### **Strategic Goals:**

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

#### **Legal Review Required?**

Complete





## Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019

Submitted by: Jake Rollow

Submitting Department: Community Services

Item Type: Purchase

Agenda Section:

### **SUBJECT**

Site Survey for Teen Center

### **HCC-37-FY20**

#### **Recommendation:**

I move that the Mayor and Council approve the purchase of a site survey for the new teen center building from JMT at a cost not to exceed \$15,944.

#### **Sponsor(s):**

At the Request of the City Administrator

#### **Co-Sponsor(s):**

N/A

### **ATTACHMENTS**

#### **Summary Background:**

The company carrying out our title search asked that we use a third party to conduct the site survey. As we have JMT on an umbrella contract, and need the survey before we can close on the property, we have asked them to conduct the survey quickly.

#### **Next Steps:**

Upon Council approval staff will proceed with the site survey.

#### **Fiscal Impact:**

\$15,944

#### **City Administrator Comments:**

Recommend Support.

#### **Community Engagement:**

NA

#### **Strategic Goals:**

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

#### **Legal Review Required?**

N/A



## Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019  
Submitted by: Hal Metzler  
Submitting Department: Public Works  
Item Type: Contract  
Agenda Section:

### SUBJECT

ADA Sidewalk Improvements on 43rd Ave

### HCC-38-FY20

#### Recommendation:

I move that the Mayor and Council authorize an expenditure not to exceed \$70,000 with NZI Construction Corp under the existing contract, to remove the existing sidewalk on 43rd Ave from Jefferson Street to Gallatin Street and replace with an ADA compatible 6' sidewalk with ramps where needed.

#### Sponsor(s):

At the Request of the City Administrator

#### Co-Sponsor(s):

N/A

#### ATTACHMENTS

[Proposal_43rd Ave ADA Modifications 7-23-19.pdf](#)

#### Summary Background:

In December 2018 the City Council adopted the Transportation Study. The Transportation Study identified deficiencies with the ADA compatibility of many sidewalks near public schools within the City. The Council has previously approved a round of ADA crosswalk and sidewalk improvements and this proposal is the continuation of that work.

#### Next Steps:

N/A

#### Fiscal Impact:

70,000

#### City Administrator Comments:

Recommend Support.

#### Community Engagement:

N/A

#### Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

#### Legal Review Required?

N/A

**NZI CONSTRUCTION CORP.**

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

**Proposal**

DATE 7/22/2019	OUR JOB No. 15-08
SHIP TO: 43rd Ave ADA Work Jefferson St Gallatin Street	

**To:** City of Hyattsville  
 4310 Gallatin Street  
 Hyattsville MD 20781

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

Qty	Description	Unit	Total
5,400.00 <i>sf</i>	Installation of Concrete Sidewalk	\$5.00	\$27,000.00
750.00 <i>sf</i>	Installation of ADA Handicap ramps	\$12.00	\$9,000.00
1,130.00 <i>lf</i>	Sawcut	\$2.00	\$2,260.00
1,005.00 <i>lf</i>	Remove and Replace Curb and Gutter	\$25.00	\$25,125.00
35.00 <i>cy</i>	Roadway Excavation	\$35.00	\$1,225.00
35.00 <i>cy</i>	Select Fill	\$35.00	\$1,225.00
25.00 <i>sf</i>	Header Curb/Retaining Wall/Steps	\$36.00	\$900.00
- <i>sy</i>	Installation of driveway apron	\$60.00	\$0.00
8.00 <i>ea</i>	Reinstall Signs	\$200.00	\$1,600.00
<b>Total Proposal Amount</b>			<b>\$68,335.00</b>

**Payment to be made as follows:**

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

Signature: _____

*Jack Nazario*

Jack Nazario  
 NZI Construction Corp.

**Acceptance of Proposal**

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

Signature: _____

Signature: _____

Date of Acceptance: _____





## Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019

Submitted by: Jim Chandler

Submitting Department: Community & Economic Development

Item Type: Contract

Agenda Section:

### SUBJECT

Contract for Services: Affordable Housing Strategy

### HCC-41-FY20

#### Recommendation:

I move that the Mayor and Council to authorize the City Administrator to execute a contract for services with Enterprise Community Partners for the purpose of developing an affordable housing strategy for the City of Hyattsville, at a cost not to exceed \$90,000, upon the review and approval by the City Attorney for legal sufficiency.

#### Sponsor(s):

At the Request of the City Administrator

#### Co-Sponsor(s):

N/A

### ATTACHMENTS

[Memo - Affordable Housing Strategy Consultant - 7.30.2019.doc](#)

[Enterprise FAQs.pdf](#)

#### Summary Background:

The City of Hyattsville identified affordable housing as both a City Council adopted legislative priority as well as an action item within the 2017-2022 Community Sustainability Plan.

In FY20, the City budgeted to commence the process of developing a strategy to provide the City with a tool kit as a means of addressing the need for affordable housing. The Department of Community & Economic Development has included in its fiscal year work plan, the first phase of the project, which will include a baseline conditions analysis, housing ecosystem assessment and developing priorities and case studies for the Housing Action Agenda. The second phase of the project will be requested in FY21 and will focus on costing prioritization tools, customizing specific affordable housing tools, assessing capacity and auditing.

Enterprise Community Partners is a nonprofit organization that works with partners nationwide to finance, build and advocate for affordable housing for low- and moderate-income families. ECP was selected in part due to their recent work developing the Prince George's County Comprehensive Housing Strategy, which is available at: <https://www.princegeorgescountymd.gov/2803/Comprehensive-Housing-Strategy>.

The project plan is scheduled to commence in September 2019 and be completed within 18-months.

#### Next Steps:

No additional City Council action is required.

#### Fiscal Impact:

NTE \$90,000, Funding for Phase 1 Scope of Work is included in the FY20 City Budget.

**City Administrator Comments:**

Recommend Support.

**Community Engagement:**

Community Sustainability Goal #5: Support the Affordability & Diversity of Housing Options Hyattsville is home to a wide variety of housing options– single family homes, townhouses, apartments and condos of varying types and sizes. As Hyattsville grows and home prices rise, the community should work to ensure that there is diversity in affordable housing options.

**Strategic Goals:**

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

**Legal Review Required?**

Pending



## Memo

To: City Council

CC: Tracey Douglas-Nicholson, City Administrator  
Ron Brooks, City Treasurer  
Kate Powers, City Planner

From: Jim Chandler, Assistant City Admin., Director, Community & Economic Development

Date: July 29, 2019

Re: Affordable Housing Consultant Services

---

The purpose of this memorandum is to document the recommendation for a contract for services with Enterprise Community Partners Inc. to perform a scope of work including, but not limited, the development of an affordable housing strategy for the City of Hyattsville.

The total estimated value of this contract for services will require approval of the City Council and shall not to exceed \$90,000. The work shall be divided into separate phases of work with Phase I of the project scope limited to a value not to exceed \$40,000.00 and will commence in FY20, Phase II of the project scope limited to a value not to exceed \$50,000.00 and will commence in FY21.

Enterprise Community Partners, Inc. recently completed the comprehensive housing strategy for Prince George's County Department of Housing & Community Development. The firm possesses unique knowledge of the subject matter, which will allow the City to leverage the direct knowledge gained through the County's planning process, reducing the time and project costs required for a contractor to perform necessary due diligence and regulatory discovery.

the Prince George's County Comprehensive Housing Strategy, which is available at: <https://www.princegeorgescountymd.gov/2803/Comprehensive-Housing-Strategy>.

The project plan is scheduled to commence in September 2019 and be completed within 18-months.

The Department intends on submitting this contract for services to the City Council for its approval on Monday, August 5, 2019.



Enterprise was built on a simple premise:  
Housing is more than just shelter. It's a  
platform – the critical first rung on  
the ladder of opportunity.

Since 1982, Enterprise has created nearly 380,000 homes and invested \$28.9 billion. Our work has touched millions of lives and helped connect people and communities to opportunity nationwide.

In addition to our headquarters in the Mid-Atlantic, we have offices in markets nationwide, from New York to Los Angeles – as well as local, state and national partnerships throughout the country.



**Enterprise is a proven and powerful nonprofit that improves communities and people's lives by making well-designed homes affordable. We bring together nationwide know-how, partners, policy leadership and investment to multiply the impact of local affordable housing development.**

- Within Enterprise are entities that lend funds, finance development, and manage and build affordable housing.
- We partner with national and local groups that help us create programs to strengthen communities.
- We advance policies to increase the supply and quality of affordable housing.

## A COMPREHENSIVE APPROACH

Enterprise is the only housing organization in the U.S. with deep expertise in each of the three catalysts for systemic change: **impact capital**, **innovative solutions** on the ground and **transformative public policy**. In short, Enterprise delivers the capital, develops the programs and advocates for the policies needed to create and preserve well-designed homes that people can afford in inclusive and connected communities.

### Capital.

At Enterprise, we direct public and private capital to the right places, having delivered more than \$28.9 billion to low-income communities across the U.S.

### Solutions.

We work with local partners and national networks to continuously improve and innovate housing solutions that help families succeed.

### Policy.

Enterprise is a crucial voice for America's low-income communities – we work with government leaders by offering nonpartisan advice and support.

## Fostering Community Development From the Ground Up

At Enterprise, we make well-designed homes affordable and create communities where people thrive, with connections to resources like health care, schools, jobs and transportation.

For 35 years, we've multiplied the impact of affordable homes for people and communities nationwide, and we'll keep finding solutions to make a lasting impact. We developed the standards for greener and healthier neighborhoods – Enterprise Green Communities – and we continuously implement strategies responding to national and local challenges.

Everything we do is centered around the people we serve. We may have similar goals in life, but not the same opportunities – and where you live affects the life you can have. By bringing together the right expertise and know-how to make well-designed homes affordable, we make a difference.



## JOIN US.

Urban visionary Jim Rouse and his wife Patty founded Enterprise as one of the original social enterprises.

That structure endures: We are driven by mission, fueled by business discipline and sustained by philanthropic support.

And we make it possible for individuals and businesses to support our housing and community development work through their charitable donations and investments in socially responsible funds and tax credits, all of which advances our mission and translates to real and lasting impact.

We leverage every dollar donated into more than \$60 of support to low-income communities, helping us to reach a scale that few other housing organizations can match. And when you invest with Enterprise, you partner with a company that reinvests its earnings directly back into the affordable housing industry.

At Enterprise, we know that we're all better off when everyone in our community has an affordable place to call home and the opportunity to thrive.



We are Enterprise. Our family includes Enterprise Community Partners, Inc., a national Section 501(c)(3) charitable organization that provides expertise for affordable housing and sustainable communities. Debt and equity financing for affordable housing, as well as housing development, is offered through our tax-exempt subsidiaries, Enterprise Community Loan Fund, Inc., Enterprise Community Investment, Inc. and Enterprise Homes, Inc., respectively. Asset management services are offered through for-profit member Enterprise Community Asset Management, Inc. Multifamily and commercial real estate financing is offered through Bellwether Enterprise Real Estate Capital, LLC. © 2017 Enterprise Community Partners, Inc.



## Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019

Submitted by: Hal Metzler

Submitting Department: Public Works

Item Type: Contract

Agenda Section:

### SUBJECT

Low Impact Design Center Contract Extension for DNR Community Resiliency Grant

### HCC-32-FY20

#### Recommendation:

I move that the Mayor and Council authorize the City Administrator to approve a contract with the Low Impact Design Center to facilitate the Maryland Department of Natural Resources, Community Resiliency Grant, at a cost not to exceed \$15,784.00, upon the review and approval by the City Attorney for legal sufficiency.

#### Sponsor(s):

At the Request of the City Administrator

#### Co-Sponsor(s):

N/A

#### ATTACHMENTS

[Hyattsville GIRG Contract Draft 072517.docx](#)

#### Summary Background:

The City was awarded \$100,000 from the Department of Natural Resources, Community Resiliency Grant to study the existing stormwater drainage systems within Hyattsville's Ward 1, specifically in the area adjacent to Alternate Route 1 where heavy flooding consistently occurs. The study will develop a stormwater management master plan to help identify solutions for stormwater quantity and quality issues. The funding from this objective will support the City in completing a two-phase study to investigate the flooding in Ward 1 and develop potential solutions. The Low Impact Design Center will oversee the facilitation of this project. The remaining \$15,000 was to be used for in-kind labor. The City received an extension to Sept 30, 2019 and permission to spend the remaining funds on the contract with the Low Impact Design Center.

#### Next Steps:

N/A

#### Fiscal Impact:

This funding will be appropriated from the DPW Capital Improvement Projects budget.

#### City Administrator Comments:

Recommend Acceptance

#### Community Engagement:

There will be components of the project that will include outreach to residents within the scope of the study area, and engagement with Hyattsville residents to help to improve information related to local water quality and stormwater management.



**Strategic Goals:**

Ensure in the Long-Term Economic Viability of the City

**Legal Review Required?**

Pending

**DEPARTMENT OF NATURAL RESOURCES  
MEMORANDUM OF UNDERSTANDING  
REV. 12/2011  
[For Contracts Exempt from Procurement]**

THIS MEMORANDUM OF UNDERSTANDING is entered into this _____ day of _____, 20_____, by and between the

STATE OF MARYLAND  
DEPARTMENT OF NATURAL RESOURCES  
CHESAPEAKE AND COASTAL SERVICE  
TAWES STATE OFFICE BUILDING, E-2  
580 TAYLOR AVENUE  
ANNAPOLIS, MD 21401

hereinafter (“Department”),

and

CITY OF HYATTSVILLE  
4310 GALLATIN ST  
HYATTTSVILLE, MD 20781

hereinafter (“Contractor”).

WHEREAS, the Department is an agency of the State of Maryland;

WHEREAS, the Contractor is an agency of the State of Maryland, or a political subdivision of the State, or another government as defined in State Finance and Procurement Article, §11-203 of the Annotated Code of Maryland;

WHEREAS, the Contractor has agreed to perform work for the Department in accordance with this Memorandum of Understanding (“Memorandum” or “MOU”);

NOW, THEREFORE, the Department and the Contractor agree as follows:

## **ARTICLE I - SCOPE OF WORK**

The Contractor shall: study the existing stormwater drainage systems within Hyattsville's Ward 1 and develop a stormwater management master plan to help identify solutions for stormwater quantity and quality issues as described in Exhibit A.

This work is more particularly described in the attached Scope of Work identified as Exhibit A.

## **ARTICLE II - COMPENSATION AND METHOD OF PAYMENT**

The services set forth above shall be performed for a total payment not to exceed One Hundred Thousand Dollars (\$100,000.00). The Contractor shall submit billings for all costs expended in the performance of this Memorandum in accordance with a payment schedule set forth in the attached Scope of Work. In the absence of a payment schedule, billing shall be monthly. If the Scope of Work contains a schedule for completion of various components of the work, each monthly billing shall identify the progress made in relation to the schedule and the payment being requested. The Contractor shall follow cost accounting practices acceptable to the Department. Billings shall be due and payable within 30 days of receipt by the Department.

## **ARTICLE III - TERM**

The term of this Memorandum shall be from September 1, 2017 through February 28, 2019. No work may be initiated under this Memorandum until it has been fully executed by all parties and the Contractor has been instructed to proceed by the Department.

## **ARTICLE IV - GENERAL CONDITIONS**

The Department of Natural Resources General Conditions for Memoranda of Understanding (REV. 5/2012) are attached and made a part of this Memorandum.

## **ARTICLE V - CONTRACT REPRESENTATIVES**

The following individuals are designated as contract representatives for their respective parties [name and address]:

Department: Megan Granato  
Maryland Department of Natural Resources  
Chesapeake and Coastal Service  
580 Taylor Ave, E-2  
Annapolis, MD 21401  
(and/ or her designee)  
Phone: 410.260.8799  
Email: megan.granato@maryland.gov



Contractor: Julius Wiggins  
Grants/Contracts Specialist  
City of Hyattsville  
4310 Gallatin Street  
Hyattsville, MD 20781  
Phone: 301-985-5010  
Email: jwiggins@hyattsville.org

The scope of authority of the designated Contract Representatives to act for their respective parties is set forth in the attached General Conditions.

#### **ARTICLE VI - KEY PERSONNEL**

The Contractor agrees that the following named individuals are considered to be essential to the work being performed hereunder, and are designated as Key Personnel who shall be made available to the full extent required to carry out the work under this Memorandum:

Lesley Riddle  
Director, Public Works  
City of Hyattsville  
Phone: 301-985-5045  
Email: lriddle@hyattsville.org

Should any of these individuals become unavailable during the term of this Memorandum, personnel of equivalent capability shall be assigned to the project. Any such substitutions shall require prior written approval by the Department, which approval may be denied by the Department at its sole discretion. Should the Contractor be unable to provide substitutes acceptable to the Department, the Department may terminate this Contract, or, at its option, negotiate with the contractor for an equitable adjustment under the Contract relative to the loss of such Key Personnel.

#### **ARTICLE VII - MERGER**

This Memorandum embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations regarding the parties' agreement other than those contained herein or incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Memorandum by causing the same to be signed on the day and year first above written.

WITNESS

CONTRACTOR

_____  
Print Name: _____

By _____  
Tracey Nicholson  
City Administrator, City of Hyattsville

Date: _____

WITNESS

STATE OF MARYLAND  
DEPARTMENT OF NATURAL  
RESOURCES

_____  
Print Name: _____

By _____  
Matthew J. Fleming, Director  
Chesapeake and Coastal Service  
Date: _____

_____  
Print Name: _____

By _____  
DNR Procurement Officer  
Date: _____

Approved as to form and legal sufficiency

this _____ day of _____, 20 _____

_____  
Assistant Attorney General

## Exhibit A

### Scope of Work

**Project Title:** Hyattsville Stormwater Climate Masterplan / Retrofit Improvements Plan

**Name of Grant:** FFY16 Chesapeake Bay Implementation Grant Section 117

**Funding:**

Federal	\$100,000.00
Non-Federal	<u>\$100,000.00</u>
Total	\$200,000.00

**Funding Period:** September 1, 2017 – February 28, 2019

**Funding Recipient:** City of Hyattsville, MD

**Project Area:** City of Hyattsville's Ward 1 neighborhood

<b>Objective 12 (subaward)</b>	<i>Hyattsville Stormwater Climate Masterplan / Retrofits Improvement Plan</i>	<b>Budget for this Objective:</b>	<i>Total: \$200,000.00 EPA Share: \$100,000.00 Non Federal Share: \$100,000.00</i>
<b>Narrative Summary of Outputs for this Objective:</b>	The City of Hyattsville's Ward 1 neighborhood experiences localized flooding during periods of heavy rain and rapid snow melt, and according to climate projections, these incidences of flooding are likely to worsen. The funding from this objective will support the City in completing a two-phase study to investigate the flooding in Ward 1 and develop potential solutions. Phase 1 will engage the consulting firm Ramboll in performing an existing conditions assessment to evaluate the community's stormwater infrastructure and determine what its shortfalls may be under future climate conditions. Phase 2 will engage the Low Impact Development Center in compiling a storm drain improvements plan, which will identify gray infrastructure projects while prioritizing green infrastructure solutions to managing current and future climate hazards. This process will engage local residents, business owners, and other stakeholders in planning and taking action to improve local water quality and quantity and will yield results that will be transferrable throughout the City as well as elsewhere in Maryland.		
<b>Description of Objective:</b>	The City of Hyattsville is located within Prince George's County near the northeast boundary of the District of Columbia. Much of the City is located between the confluence of the main tributary of the Anacostia River and the Northeast Branch of the River. The area is highly urbanized, and many private and public properties and roads experience localized flooding during periods of heavy rain and rapid snow melt. Some of this flooding is likely due to climate change - according to the National Climate Assessment 2014 report, <i>Climate Change Impacts in the US</i> , this area is already experiencing a 71% increase in extreme precipitation events. Based on climate projections, it is anticipated that		



the Hyattsville area will continue to be subject to more frequent, intense precipitation events, which will likely continue to worsen flooding.

A high incidence of flooding occurs in the commercial and industrialized portions of Hyattsville's Ward 1 neighborhood. Ward 1 is a major industrial and commercial area and is vital to the City – it houses the City's Department of Public Works (DPW), the CSX railroad, and several commercial properties as well as an older residential neighborhood. Existing grey stormwater infrastructure is limited in this area, which has contributed to its flooding issues. This flooding and its impacts on the properties has severely affected the ability and potential of the properties to be redeveloped or improved as part of the economic revitalization of the area. In addition, excess stormwater runoff has a direct path to the receiving waterbodies and there is no water quality management treatment to reduce downstream impacts.

To date, Ward 1 has received limited attention in regards to managing risk from localized flooding. The City currently lacks a comprehensive understanding of the existing stormwater drainage network's overall capacity and deficiencies, which makes it difficult to effectively prioritize green projects and initiatives for implementation based on their ability to address the existing problems. The City needs a more holistic understanding of what is at-risk (built and natural infrastructure) to stormwater flooding to better prioritize future investments of City dollars and to engage the County and others when directing improvements.

The funding from this objective will support the City in analyzing the current conditions causing the flooding within Ward 1, determining how those conditions might change in the future based on climate impacts, and identifying green and gray infrastructure measures that can reduce localized flooding risks while also improving water quality. The project will be conducted in two main phases:

*Phase 1 – Existing Conditions Assessment*

Hyattsville will engage Ramboll, an international consulting engineering group experienced in analyzing climate change risk. Ramboll brings both a US and Danish approach to managing climate risks and the use of blue/green solutions in high-density urban areas. The firm will first prepare a vulnerability assessment of the community's stormwater infrastructure, the analysis of which will evaluate the capacity of the existing infrastructure to handle the regulated design storm. Ramboll will then use hydrologic models to assess how this capacity would change based on future land use conditions and future rainfall patterns due to climate change. Ramboll is a leading expert in assessing "cloudbursts," or quick, high-intensity precipitation events. These will be compared to a specific storm event level goal. Each drainage area will be assigned to a High/Medium/Low priority need group based on how well the existing infrastructure can manage targeted flows. A high priority will be assigned to areas with the least effective existing

infrastructure and a low priority to those areas with the most. A triple bottom line assessment will be prepared using Autocase ([www.autocase.com](http://www.autocase.com)) to determine the economic, social, and environmental costs and benefits of potential projects. Ramboll will prepare visualizations and a technical memo supporting mitigation designs and options.

*Phase 2 – Improvements Analysis and Storm Drain Improvements Plan*

Results from Phase 1 will be used to inform Phase 2 community planning discussions. The City will engage the Low Impact Development Center, Inc. (LID Center) to prepare a storm drain improvements planning document to address localized flooding and stormwater issues. The LID Center will utilize the Phase 1 capacity analysis and vulnerability assessment to engage the community in a collaborative planning process to determine opportunities and barriers for adaptation. The planning process will prioritize situations in which green infrastructure projects can be leveraged to supplement grey infrastructure to address localized flooding and water quality issues. Green infrastructure approaches identified in Phase 1 and prioritized in Phase 2 may include: soil amendments, tree plantings, bioretention, bioswales, centralized detention, retention and infiltration and management of large “cloudburst” flows using the street surfaces as conveyance (i.e., managed flooding). New approaches suitable for high density urban areas will also be included, such as cleansing biotopes- urban surface drainage and treatment systems that employ green infrastructure designs. The projects will be summarized in a Green Infrastructure Capital Improvements Plan Matrix that will prioritize and present the design and construction costs for each proposed project. Costs will be compared to the current situation.

Overall, this project will assess the capacity of the existing infrastructure to handle runoff for various storm events, including extreme precipitation events. Potential projects will then be evaluated and prioritized based on their ability to improve drainage in low-capacity areas. An emphasis will be placed on identifying how green infrastructure practices could ameliorate flooding risks. The project has four main goals, described as follows:

(1) Complete a stormwater infrastructure system capacity analysis and vulnerability assessment for Ward 1, which will include an evaluation of climate change impacts from changing precipitation patterns such as high-intensity rainfall events

(2) Work with the Ward 1 residents, business owners, and property owners as well as other local stakeholders (City officials, County officials) to increase their awareness and understanding of risks to as well as of actions that can be taken to improve flooding resiliency.

(2a) Conduct a workshop/stakeholder meeting with all to explain existing drainage conditions and deficiencies, evaluate proposed grey and green

solutions for the development of a drainage masterplan for the project area, and discuss actions the stakeholders can take themselves to reduce flooding vulnerability

(2b) Further disseminate the information by using a minimum of two methods of communication (e.g., brochures, web materials, surveys, etc.) to raise awareness and engage the community and property owners in the analysis and retrofit strategy development process as well as how they can contribute via actions on their own properties

(3) Prepare and approve a stormwater retrofit improvements plan that identifies green and grey solutions, regulatory improvements, and other methods to improve water quality and to reduce the risk of flooding – this plan will incorporate resident and stakeholder feedback, prioritize green solutions over gray, and also look for opportunities to leverage green projects to supplement grey infrastructure initiatives

(4) Identify at least four properties/areas to target green infrastructure improvements

The successful completion of this project, and the attainment of the four goals listed above, will have multiple impacts on not only Ward 1, but the City as a whole. The completion of this project will lead to implementation through the DPW's stormwater management program. Each year, DPW targets new areas to retrofit and projects get designed and installed with City staff as community build projects. This project will assist the City in developing a funding plan for improvements and guide the redevelopment of the area and protection of public assets and private property.

The results of this project will be highly transferrable to other communities. This project will demonstrate the use of cutting edge and state-of-the-art approaches, such as analysis of "cloudburst" events in conjunction with typical flood control (100-year 24-hour) storm event analysis to address the potential impacts of climate change. It will help Hyattsville as it strives to resolve similar issues in other parts of its community. The project will also provide direction for other municipal and county adaptation efforts to prioritize stormwater improvements in a coordinated, integrated manner. The Contractor will engage the Prince George's County Department of the Environment in this effort to ensure that the findings and lessons learned are transferred to other parts of Prince George's County. Information will also be shared by the Contractor and its sub-contractors via Contractor and sub-contractor websites; seeking opportunities to present the project to other communities; and coordinating with the Department where appropriate to discuss the project.

Ultimately, the residents and business owners of Hyattsville will benefit from their community becoming more resilient. The stormwater retrofit projects



	identified through this effort will not only lessen localized flooding, but will yield water quality improvements.
<b>Tasks Under this Objective:</b>	1. Existing Conditions Assessment - The City will engage Ramboll to create a stormwater inventory to verify the City's drainage pattern and analyze stormwater flows. Subtasks include the following:       • City staff will be interviewed to determine existing stormwater management issues, activities, and service levels.     • Site investigations will be performed where necessary to determine infrastructure conditions.     • Drainage areas will be identified and categorized as either local drainage project areas or floodplain project drainage areas, with the distinction being whether floodwaters are stored and conveyed in a localized drainage area with a relatively small service area or whether the flooding can be traced to overbank flooding/service areas over a square mile.     • Overall system capacity and deficiencies will be modeled.     • Potential cost information will also be provided for project improvements identified in the analysis.     • A report, GIS map, and corresponding files will be provided to the City.       2. Improvements Analysis and Storm Drain Improvements Plan – The City will engage the LID Center in transferring the outcomes from Task 1 into a Storm Drain Retrofits Improvements Plan. Subtasks include the following:       • A plan will be prepared to identify potential solutions so that a targeted approach toward green infrastructure management and associated grey infrastructure improvements can be pursued. Potential solutions include capital projects, updated maintenance requirements, regulatory improvements, public awareness programs, and other property owner assistance measures.     • The potential solutions will be prioritized (High/Medium/Low) with priority given to green infrastructure projects. An emphasis will be placed on co-locating green infrastructure when upgrading grey infrastructure in areas where grey infrastructure might prove inadequate. When comparing and prioritizing projects, those where drainage areas have become so large that solutions to local flooding issues are more complex will be compared separately from those where the root cause is limitations in the local infrastructure.     • The LID Center will also use the NOAA publication <i>A Guide to Assessing Green Infrastructure Costs and Benefits for Flood Reduction</i> for its assessment.     • A vulnerability assessment, a map of the drainage areas and priority areas and related GIS data, and a storm drain improvements planning document will be provided to, and approved by, the City
	<u>Programmatic</u>

<b>Specific Outputs for this Objective:</b>	• A completed stormwater infrastructure systems analysis and vulnerability assessment for the industrialized area within Hyattsville's Ward 1     • A stormwater retrofit improvements plan document for the Ward 1 industrialized area     • An assessment of the project area using the NOAA publication: "A Guide to Assessing Green Infrastructure Costs and Benefits for Flood Reduction"     • Outreach materials used to raise project awareness within the community     • A triple bottom line analysis to persuade property owners, County agencies, and others on the impacts and value of potential improvements for the properties     • At least one workshop held in order to directly involve stakeholders (residents, property owners, businesses, Hyattsville Public Works, City officials, Prince George's County officials)       <u>Administrative</u>       • Quarterly progress reports and invoices due to the CBIG Project Manager on add here
<b>Outcomes for this Objective:</b>	<b><u>2014 Chesapeake Bay Watershed Agreement Goals and Outcomes:</u></b>   Water Quality Goal 2025 WIP Outcome Climate Resiliency Goal Adaptation Outcome
<b>Link to EPA's Strategic Plan</b>	<u>EPA Strategic Plan Goal</u> Goal 2: Protecting America's Waters <u>EPA Strategic Plan Objective</u> 2.2: Protect and Restore Watershed and Aquatic Ecosystems
<b>Link to Jurisdiction's WIP Commitment(s)</b>	The Prince George's County Phase II WIP is available at <a href="http://mde.maryland.gov/programs/water/TMDL/TMDLImplementation/DocumentD/FINAL_PhaseII_Report_Docs/Final_County_WIP_Narratives/PG_WIPII_2012.ppd">http://mde.maryland.gov/programs/water/TMDL/TMDLImplementation/DocumentD/FINAL_PhaseII_Report_Docs/Final_County_WIP_Narratives/PG_WIPII_2012.ppd</a>. As described on page 5, the County is responsible for the County-wide MS4 permit as well as stormwater management in the County's municipalities (excluding Bowie). Furthermore, the County will need to retrofit 20% of the impervious acres within the municipalities in order to meet its Phase II MS4 goals. Table 2 on page 6 provides details on the types of best management practices that will be used, which includes the types of practices that will be identified and prioritized through this project. The City will coordinate with Prince George's County regarding WIP implementation and Capital Improvements Projects and will engage them in the prioritization process.

<b>Link to Priority Practices and/or Priority Watersheds</b>	<b>Priority Practices</b>   <b>1. Which priority practice(s) will be implemented in this objective?</b> The funding from this objective will be used to identify and prioritize green infrastructure practices.   <b>2. Please provide a short justification as to why the practice(s) is a priority for the location it is to be implemented.</b> These practices are a priority for the location in which they are to be implemented because they will help to address both water quality and quantity problems.   <b>3. Which priority strategy(s) will be implemented in this objective?</b> The practices to be identified would contribute to nonpoint source pollution reduction strategies.   <b>Priority Watershed</b>   <b>1. Which priority watershed will be addressed by this objective?</b> The Ward 1 project area is located within a Middle Potomac watershed, 02140205 subwatershed   <b>2. Watershed considered priority by (please check one):</b>  <input type="checkbox"/> <b>COAST</b> <a href="http://chesapeake.usgs.gov/coast/index.html">http://chesapeake.usgs.gov/coast/index.html</a>  <input checked="" type="checkbox"/> <b>SPARROW</b>  <a href="http://www.chesapeakebay.net/recoveryinvest.aspx?menuitem=34712">http://www.chesapeakebay.net/recoveryinvest.aspx?menuitem=34712</a> <input type="checkbox"/>  <b>USDA Core 4</b>  <input checked="" type="checkbox"/> <b>Other (please include a short justification as to why this watershed is considered a priority)</b> – This project was selected based on climate resiliency impact. However, it is also located within a high priority watershed per the SPARROW model.   <b>3. Which priority strategy(s) will be implemented in this objective?</b> The practices to be identified would contribute to nonpoint source pollution reduction strategies.
<b>Progress for this Objective</b>	<i>This section will be left blank in the work plan but will be completed for the progress reports.</i>



### Reporting/Documentation Requirements and Award Conditions:

1. One electronic copy of each status report shall be submitted to CBIG Grant Manager Megan Granato through the Grants Online website (<http://mesgis.com/GrantsOnLine>). Each report must be submitted in MS Word format and must document progress toward the achievement of the above stated goals, objectives, and milestones during each quarter and semi-annual time frame. A succinct description of activities shall be reported for each objective listed above. These reports shall also describe difficulties encountered for each activity, any changes in expected deliverable dates, any budget changes, or changes in staffing. Each report shall also include a list of deliverables developed during the reporting period and the format in which they were developed.

Period

Date

*These reports shall “build” on the information provided during the previous report terms. Please ensure that these reports capture information for the time frame indicated.

2. The contractor will submit one (1) electronic copy of the final report/work product to Megan Granato through the Grants Online website. The final report shall cover activities conducted over the entire project period. For ongoing projects, the final report shall also include a summary or table of what has been accomplished in previous years (for example – number of acres restored, number of BMPs installed, etc.). In addition to the final report/work product, a one-page abstract suitable for distribution in newsletters, online, etc. must be submitted. The final report and abstract are due on XXX.

Invoices shall be submitted for periods ending 12/31, 3/31, 6/30 and 9/30. If non-Federal match is required; it is to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be approved based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or in-kind contributions. In any case, the recipient must meet its cost share commitment over the life of the contract. Non-Federal match documentation and back-up information shall be provided with each invoice. The final invoice and match with appropriate back-up information shall be provided within 30 days of the end of the contract.

Due to EPA MBE/WBE reporting requirements, recipients need to fill out, along with each invoice ending 12/31, 3/31, 6/30, and 9/30, a list of MBEs and WBEs utilized for procuring Services and Supplies using the attached reporting form (Exhibit D). Only procurements with certified Maryland MBE/WBEs should be listed.

3. All data and information generated through grant funding, whether EPA funds or Cost Share is considered public information and shall be made available to the public unless there is a grant/cooperative agreement condition that specifies otherwise. All activities (direct funds or match) must occur within the Chesapeake Bay Watershed. Cost share funds must be expended for activities such as staff working on Bay related projects or other projects in direct support of the Chesapeake Bay Agreement.

4. The funding recipient agrees to comply and shall require all sub recipients/contractors to comply with the provisions of the 2017 U.S. EPA Chesapeake Bay Program Grant and Cooperative Agreement Guidance:  
<https://www.epa.gov/sites/production/files/2016-01/documents/2016cbpograntguidance.pdf>
5. If a contract involves environmental data collection, such as direct measurements, data collection from other sources, or data compilation from computerized databases and information systems - a Quality Assurance Project Plan (QAPP) must be submitted 30 days PRIOR to any data collection or data compilation activity. The QAPP must include information on how the grantee will adhere to EPA's Locational Data Policy. QAPPs must be submitted electronically. QAPPs must be prepared in accordance with EPA QA/R-5: EPA Requirements for QAPP's [http://www.epa.gov/quality1/qa_docs.html](http://www.epa.gov/quality1/qa_docs.html).
6. All agencies, academic institutions, and/or consulting firms responsible for field sample collection and/or laboratory analysis of environmental samples collected using CBP funds or match funds will participate in CBP's Coordinated Split Sample Program and/or interlaboratory sample comparison program. See <http://www.chesapeakebay.net/about/programs/qa> for additional information.
7. The contractor shall comply with the attached EPA award conditions (Appendix C), which are expressly incorporated and made part of this Contract herein.
8. The recipient shall require that all subcontractors comply with all award conditions and documentation requirements.
9. The recipient agrees that any reports, documents, publications or other materials developed for the public distribution supported by this assistance agreement shall contain the following statement: 'This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement CB96336601 to the Maryland Department of Natural Resources. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document.'
10. For each kind of organization there are Federal principles for administrative and audit requirements and for determining allowable costs. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs.

IF THIS TYPE OF ORGANIZATION RECEIVES FUNDS THROUGH THIS AGREEMENT	THEN THESE REQUIREMENTS APPLY
Non-Profit Organization  Educational Institutions	EPA Grant Regulation, 2 CFR Part 1500 and 2 CFR Part 200

State, Local, or Indian Tribal Government	Disadvantaged Business Enterprise Regulation, 40 CFR Part 33  Suspension and Debarment Regulation, 2 CFR Part 180, and 2 CFR Part 1532  Intergovernmental Review Regulation, 40 CFR Part 29
-------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

The recipient and any subrecipients must comply with and require each of its contractors and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, Office of Management and Budget (OMB) Circulars (<http://www.whitehouse.gov/omb/circulars/>), terms and conditions and approved applications.

11. All restoration projects utilizing CBP funds must post a CBP education sign. Signs are available free of charge from the EPA Chesapeake Bay Program Office.

#### **GIS/Data Guidelines**

- A. Data, databases, and products associated with electronic Geographic Information Systems (GIS), which have been collected, manipulated, or purchased using funds administered by Chesapeake and Coastal Service (CCS), and/or Match funds, will be transferred to CCS according to the following terms:
  1. Data and products directly purchased shall become property of CCS.
  2. All other data and products shall be transferred to CCS for internal use only. Any other use of such data shall occur only after CCS has consulted with the contractor on the limitations of such data. In the case of certain sensitive information, limitations on transfer of data shall be determined by mutual agreement between the Contractor and CCS. The contractor shall in no case be responsible for CCS's use of such data.

For any CBIG award that is providing federal funds for collection or production of geospatial data (e.g., GIS data layers), the recipient will comply to the maximum extent practicable with Executive Order 12906, "Coordinating Geographic Data Acquisition and Access: The National Spatial Data Infrastructure" Federal Register, Vol. 59, Number 71, pp. 17671-17674, the award recipient shall document all new geospatial data it collects or produces using the standard developed by the Federal Geographic Data Committee (FGDC), and make that standardized documentation electronically accessible to EPA. The standard can be found at [https://www.epa.gov/sites/production/files/2016-01/documents/attachment8cimsgrant_guidance.pdf](https://www.epa.gov/sites/production/files/2016-01/documents/attachment8cimsgrant_guidance.pdf)

- B. Any electronic data to be transferred to CCS in conjunction with a GIS shall be transferred in ESRI ArcGIS or TNTmips compatible format, or other mutually acceptable format. Non-spatial text or database data to be transferred to CCS shall be delivered in Microsoft



Word, Microsoft Excel, dBase (.dbf), comma-separated values (.csv) or ASCII compatible formats. Acceptable media for delivery includes CD, DVD and USB external hard drive. All delivery requirements shall be coordinated directly through the CBIG grant manager, with media specifications as determined on a case-by-case basis by the grant manager, in coordination with the technical staff of CCS and technical staff of the contractor.

- C. All deliverables will be submitted directly to the CBIG grant manager. Status reports will be submitted in paper copy and electronic format. Final deliverable work products, including the Final Report, any geographic or mapping related efforts, and those items listed in the Scope of Work as expected work products must be submitted as follows: one (1) copy in electronic format on compact disc.

DRAFT

## Budget Detail

After the contractor has been paid an amount equal to ninety (90%) of the funds initially allocated and approved for this contract, the Maryland Department of Natural Resources Chesapeake & Coastal Service may withhold from payment an amount of not more than ten percent (10%) of the total contract price, until satisfactory completion and submission by the City of Hyattsville of all tasks described under this agreement.

**Project Name:** Hyattsville Stormwater Climate Masterplan / Retrofit Improvements Plan

**Agency Organization:** City of Hyattsville, MD

### Term:

Category	Federal	Non-Federal	Total
Personnel	\$8,676.00 ¹	\$0.00	
Fringe Benefits	\$1,128.00 ¹	\$0.00	
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$84,215.00 ²	\$0.00	\$84,215.00
Other	\$0.00	\$100,000.00 ⁴	\$100,000.00
Indirect Charges	\$5,980.00 ³	\$0.00	\$
Total	\$	\$100,000.00	\$

### Federal

¹Federally Funded Position(s) - Fringe rates are estimates. Actuals will be billed.

Position Title: DPW Director	Hourly Rate: \$57.80	Number of Hours: 89
Salary Amount: \$5,114.20	Fringe: 13%	Fringe Amount: \$668.75

Position Title: Community Planner	Hourly Rate: \$25.41	Number of Hours: 139
Salary Amount: \$3,531.99	Fringe: 13%	Fringe Amount: \$459.16

²Contractual

Ramboll – contract for existing conditions assessment	\$34,792.00
LID Center – contract for Improvements Analysis and Storm Drain Improvements Plan	\$49,423.00
TOTAL	\$84,215.00

³Indirect - The indirect amount was calculated using the de minimus rate of 10% of the modified total direct costs, as per 2 CFR §200.414

### Non-Federal

⁴Other – Maryland DNR will contribute \$100,000 of matching funds for this project from the state-funded Chesapeake & Atlantic Coastal Bays Trust Fund.

***City of Hyattsville procurement guidelines will be followed***

DRAFT



## Guidelines for Proper Invoicing

Contractors shall submit, generally on a quarterly basis, all invoices and match to the Chesapeake & Coastal Service. The format of the invoice shall mirror the format of the budget in this scope of work to the greatest extent possible. Each invoice shall include a summary sheet that breaks down federal and non-federal expenditures by budget category. The summary sheet should include a salary and fringe breakdown to include grade/step, position, and number of hours worked multiplied by the appropriate hourly pay rate. Also, include all necessary backup documentation that will serve as verification for all expenditures listed on the summary sheet. The contract number will be noted on all invoices.

Each invoice or match documentation provided must include a certification statement in accordance with OMB Circular 2 CFR Part 200.415 – Required Certifications – “By signing this report, I certify to the best of my knowledge and belief that this report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.”

Examples of acceptable documentation for federal and non-federal expenditures are listed below.

<u>Category</u>	<u>Backup Documentation Needed</u>
Salaries	Copies of signed time sheets with project hours noted with proof of payment.
Communication (telephone bills, postage)	Copies of phone bills. Documentation for postage should include copies of receipts.
Travel	Copies of approved expense reports and signed FS18 are adequate. Also, all copies of validated bills, invoices, and receipts that are related to travel must be provided.
Supplies/Equipment	Copies of cancelled checks or check numbers, receiving reports showing that merchandise was received, cash register receipts, or FS18 signed by a fiscal officer.

For corporate card purchases, each cardholder shall provide the standard DNR “Activity Log” bank memo statement and receipts for recording each transaction (purchase and/or credit) made with each corporate purchasing card which must include the following: transaction date, merchant name, description of item purchased

(including quantity), account (PCA code) to be charged if different from that assigned to the card, and amount of purchase.

Contractual Services      Copies of bills or invoices with receipts or FS18 signed by a fiscal officer. Also, copies of cancelled checks or copies of check numbers.

Match      Match, if applicable, shall be labeled as match and shall be documented in the same format as direct charges. Match shall be paid out at the same general rate as the federal share. Match information shall be provided with each invoice for direct charges.

**Note: Time period on invoice shall coincide with time period on backup documentation for both invoices and match information.**

To modify the budget, scope of work, or schedule, please follow these guidelines.

1. Project managers may shift up to ten percent (10%) of their total project funds from one existing line item (e.g. supplies, travel, etc.) to another, as long as it doesn't substantively modify the project's goals, objectives, milestones, or deliverables.
2. Prior approval from the Contract Coordinator is necessary if
  - a) You need to modify your budget by more than ten percent (10%); OR
  - b) You need to add a new line-item to the existing budget (e.g., add equipment or subcontractor to budget); OR
  - c) You need a no-cost extension; OR
  - d) The modification will result in substantive changes to the project's goals, objectives, milestones, or deliverables.

## **Appendix C** ***Administrative Conditions***

### **1. General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-3-2016-or-later>. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <http://www.epa.gov/grants/grant-terms-and-conditions>.

### **2. Indirect Costs**

If the recipient does not have a previously established indirect cost rate, it agrees that it will prepare its indirect cost rate proposal and/or cost allocation plan and in accordance with 2 CFR 200.416 "Cost allocation plans and indirect cost proposals."

If EPA is the cognizant federal agency, the state recipient must send its indirect cost rate proposal within six (6) months after the close of the governmental unit's fiscal year to:

#### **Regular Mail**

Financial Analysis and Rate Negotiation Service Center Office of Acquisition  
Management  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, NW, MC 3802R Washington, DC 20460

#### **Mail Courier (e.g. FedEx, UPS, etc.)**

Financial Analysis and Rate Negotiation Service Center Office of Acquisition Management  
US Environmental Protection Agency  
1300 Pennsylvania Avenue, NW, 6th floor Bid and Proposal Room Number 61107  
Washington, DC 20004

#### **Electronic Submission (e.g. PDF)**

OGD IndirectCost@EPA.GOV

Recipients are entitled to reimbursement of indirect costs, if they have a current rate agreement, or have submitted an indirect cost rate proposal to their cognizant federal agency for review and approval. Recipients are responsible for maintaining an approved indirect cost rate. Recipients with differences between their provisional rates and final rates are not entitled to more than the award amount, without EPA approval.



Recipients must comply with the audit requirements prescribed in 2 CFR 200.501(a).

### **3. Annual Federal Financial Report**

Pursuant to 2 CFR 200.327 and 200.343, the recipient agrees to submit to EPA an annual Federal Financial Report (FFR) (SF-425) when the budget period is longer than one year. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, or 12/31. Interim reports shall be submitted no later than 90 days after the end of each reporting period.

The form is available on the internet at <http://www.epa.gov/financial/forms>. **All FFRs must be submitted to the Las Vegas Finance Center (LVFC) via email LVFC-grants@epa.gov or fax at 702-798-2423.**

### **4. Contingent Funding**

In the event that additional Federal funds are not made available, the recipient agrees that each of the object class amounts in the approved budget shall be prorated by the ratio of the amount of total Federal funds awarded to the amount of total Federal funds contingently approved. If proration of the budget is not acceptable, the recipient must submit an amendment request for a budget revision. This **request** must be submitted to the Grants Management Officer (3PM70) at least 60 days before the expiration of the budget period. Pending approval of the revised budget submission, the grant will be amended to reflect the budget at actual funding level.

### **5. Utilization of Small, Minority, and Women's Business Enterprises**

#### **GENERAL COMPLIANCE, 40 CFR, Part 33**

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

#### **MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E**

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide the EPA Grant Specialist with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually, whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be **signed and emailed to R3 MBE-WBE_Reports@epa.gov as a pdf file, or if that is not possible, mailed to Hana Hyland, Small Business Program Coordinator (3DA10), U.S. EPA- Region III, 1650 Arch Street, Philadelphia, PA 19103-2029 with a courtesy copy to the EPA Grant Specialist.** The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at [http://www.epa.gov/osbp/dbe_reporting .htm](http://www.epa.gov/osbp/dbe_reporting.htm);

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

#### **FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D**

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

#### **Current Fair Share Objective/Goal**

The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The Maryland Department of Natural Resources has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: SUPPLIES 24.0; SERVICES 28.0  
WBE: SUPPLIES 21.0; SERVICES 12.0

### **Negotiating Fair Share Objectives/Goals**

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

### **SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure that DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract to DBEs. For Indian Tribal, State, and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

### **CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

### **BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**



Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

## **6. Federal Employee Costs**

The recipient understands that the funds for this project (including funds contributed by the recipient as their cost share) may not be used to pay for the travel of Federal employees, or for other costs associated with Federal participation in this project unless the Federal agency is performing special technical assistance to the recipient as allowed under the provisions of the Intergovernmental Cooperation Act.

DRAFT

## ***Programmatic Conditions***

### **1. Performance Reports**

In accordance with 2 CFR 200.328, the recipient agrees to submit performance reports that include brief information on each of the following areas; a) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; b) the reasons for slippage if established outputs/outcomes were not met; and c) additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs. In accordance with 2 CFR 200.328, the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

### **2. Performance Reports – Submission Frequency**

The recipient agrees to submit **semi-annual** performance reports to the EPA Project Officer. The reports are due 30 days after the reporting period. Final performance reports are due 90 days after the end of the budget period.

### **3. Quality Assurance Management Plan**

In accordance with 2 CFR 1500.11, the recipient shall continue to implement and adhere to the Quality Management Plan (QMP) submitted to EPA. The QMP should be updated annually or as necessary based on the EPA QA/R-2: EPA Requirements for Quality Management Plans. This quality assurance requirement applies to all grants, cooperative agreements, contracts and interagency agreements that involve the use of environmental data.

### **4. Quality Assurance Project Plan**

In accordance with 2 CFR 1500.11, the recipient must develop and implement quality assurance and quality control procedures, specifications and documentation that are sufficient to produce data of adequate quality to meet project objectives. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance/quality control requirements and technical activities that must be implemented to ensure that project objectives are met. The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans.

The QAPP must be submitted to the EPA Project Officer at least 30 days prior to the initiation of data collection or data compilation.

Prior to environmental data collection or data compilation, the QAPP must be approved by the EPA Project Officer. When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP.

## **5. Pre-Award Costs**

Pre-Award Costs have been approved in accordance with the recipient's application dated 7/01/15.

## **6. Geospatial Data Standards**

All geospatial data created must be consistent with the Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at [www.fgdc.gov](http://www.fgdc.gov).

## **7. Competency Policy**

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at [http://www.epa.gov/fem/lab_comp.htm](http://www.epa.gov/fem/lab_comp.htm) or a copy may also be requested by contacting the EPA project officer for this award.

## **8. Program Guidance**

The recipient agrees to comply with the provisions of the US EPA CBP Grant Guidance (2015). Any future versions of the Guidance will be applicable while the assistance agreement is still active.

## **9. EPASS Security**

In accordance with Homeland Security Presidential Directive-12 (HSPD-12), "Policy for a Common Identification Standard of Federal Employees and Contractors;" Executive Order-13467, "Reforming Processes Related to Suitability for Government Employment, Fitness for Contractor Employees, and Eligibility for Access to Classified National Security Information;" and Executive Order 13488, "Granting Reciprocity on Excepted Service and Federal Contractor Employee Fitness and Reinvestigating Individuals in Positions of Public Trust," the recipient agrees to follow instructions from the EPA project officer to ensure compliance with the EPA Personnel Access and Security System (EPASS).

Prior to beginning work at an EPA facility, the recipient, or its employees or program participants, must complete either:

A. A favorable fingerprint check for recipients (and their employees or program participants) who require six (6) months or less of unescorted physical access to EPA facilities; or



B. A favorable background investigation and fingerprint check for recipients (and their employees or program participants) who require more than six (6) months of unescorted physical access to EPA facilities.

Recipients, their employees, or program participants may not be permitted access to EPA facilities until meeting these requirements. Recipients may initiate the appropriate check through the following link: <http://cdx.epa.gov>.

Failure of a recipient, their employees, or program participants to receive a favorable fingerprint or background check, whichever is applicable, shall result in the termination of the recipient, their employees, or program participants from continued enrollment in the program.

## **10. EPA Involvement**

The work involved in this cooperative agreement will be performed through MD DNR and the CBP Goal Implementation Teams in which EPA also substantially participates as a CBP partner to ensure that the efforts of all members are coordinated and to ensure consistency of recommendations and decisions for all Chesapeake Bay Program partners.

## **11. State Grant Cybersecurity Condition**

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b)(1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission or reporting and/or compliance data.

(b)(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted

the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

## **12. Subaward Policy Reporting Requirement**

The recipient must report on its subaward monitoring activities under 2 CFR 200.331(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.

DRAFT

**Exhibit D**

**MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD**

**Invoice Reporting Period:** _____

**CBIG Contract Number:** _____

**Project Title:** _____

1. Business Enterprise		2. \$ Value of Procurement	3. Date of Procurement MM/DD/YY	4. Type of Product or Services (Enter Code)	5. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Minority	Women				

Product or Service Codes:

1 = Construction

2 = Supplies

3 = Services

4 = Equipment



**For each MBE/WBE procurement during the reporting period, provide the following information:**

1. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts towards its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the “Value of Procurement” reported in column #3.**
2. Dollar value of procurement.
3. Date of procurement, shown as month, day, and year. Date of procurement is defined as the date the contract or procurement was awarded, not the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. **(Where direct purchasing is the procurement method, the date of procurement is the date the purchase was made.)**
4. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g. enter 1 if construction, 2 if supplies, etc.).
5. Name, address, and telephone number of MBE/WBE firm.



## Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019  
Submitted by: Lesley Riddle  
Submitting Department: Public Works  
Item Type: Purchase  
Agenda Section:

### SUBJECT

Replacement of Solid Waste Vehicle SW61

### HCC-29-FY20

#### Recommendation:

I move that the Mayor and Council authorize the expenditure of FY20 Capital Improvement Funds in an amount not to exceed \$220,000 for the purpose of purchasing a Leach 25 Yard 2-R III Demolition Body trash truck from GrandTurk Equipment off of the Sourewell Mobile Collection Vehicle Contract #11214-LEG.

#### Sponsor(s):

At the Request of the City Administrator

#### Co-Sponsor(s):

N/A

### ATTACHMENTS

[City of Hyattsville Leach Quote.pdf](#)

[Sourcewell Acceptance and Award-Labrie-112014.pdf](#)

[Sourcewell Labrie 112014-5th Year Extension.pdf](#)

#### Summary Background:

During our review of the FY19 budget we assessed our current fleet of vehicles at Public Works. We found that overall many of our Solid Waste vehicles are at or beyond the recommended depreciation. Additionally, there is a need to accommodate new City programs and staffing for FY20. The DPW is committed to ensuing moderate, but deliberate replacement schedule of vehicles and equipment to ensure safety and maintain and improve services to our residents.

Solid Waste vehicle SW61 has had multiple service issues over the past several years. Currently, the truck needs an engine replacement at a cost of approximately \$60,000. Last year, the truck was out of service consistently due to repairs on multiple operating systems. Additionally, the current estimate for the engine replacement, does not include a warranty for the engine or parts because of a metal contamination into the existing engine circulatory system. With the Blue Book value of truck at only at approximately \$45,000, staff recommends replacing this vehicle, and not investing any additional funds into SW61. Staff proposes purchasing a 2020 Leach 25 Yard 2-R III Demolition Body trash truck from GrandTurk Equipment off the Sourewell Mobile Collection Vehicle Contract #11204-LEG, cost not to exceed \$220,000.

#### Next Steps:

With the purchase of this truck we will decommission the existing truck in service and replace it with the new vehicle.

**Fiscal Impact:**

NTE \$220,000 from FY20 CIP

**City Administrator Comments:**

Recommend Support.

**Community Engagement:**

None

**Strategic Goals:**

Goal 4 – Foster Excellence in all City Operations

**Legal Review Required?**

Pending



# 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

July 11, 2019

City of Hyattsville  
4310 Gallatin Street  
Hyattsville, MD 20791

Attn: Mr. Aaron Jones

[ajones@hyattsville.org](mailto: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 **Sourcewell member, as per the Mobile Refuse Collection Vehicle Contract #112014-LEG-for your consideration.**

### **One (1) Leach 25 Cu. Yd. 2R-III Heavy Duty Demolition Rear Loader Mounted on 2020 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 on Tailgate  
Zone Defense 7" Color LCD Monitor  
Side Door Ladder  
Broom & Shovel Holders  
Body Side Opening for Hydraulic Tank  
Chromium Overlay Slide Shoes & Guides Upgrade  
Standard White Body Paint  
One (1) Year Standard Warranty

#### Included In Demolition Package:

Body Ramp Liners-1/4"A715 GR80 80,000psi  
Body Roof Liner (Body Rear End)-10ga A1011 80,000psi  
Body Sides Liner (Body Rear End)-10ga A1011 80,000psi  
Full Center Bearings on Packer  
Demolition Type Packer Plate  
Packer Panel Face Liner-1/4"thick GR 50 50,000psi  
Carrier Panel Face Liner-3/16"thick GR 50 50,000psi  
Hopper Floor-1/2"100QT 100,000psi  
Hopper Floor-1/4"thick A514 100,000psi Partial Front Bottom  
Hopper Sides (Lower)-1/2"50W 50,000psi

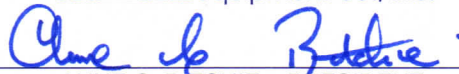
Total Price of Leach 25 Yd. 2R-III Demolition Body.....	\$ 103,100.00
Less Sourcewell 2% Contract Discount.....	<u>\$ - 2,062.00</u>
Sourcewell Price for Leach 25 Yd 2R-III Demolition Body.....	\$ 101,038.00
Freight.....	\$ 5,000.00
Leach Steel Surcharge.....	\$ 1,100.00
Prep, Delivery and Training.....	\$ 2,500.00
Outsource 2020 Freightliner M2 106 Chassis.....	<u>\$ 102,061.00</u>
<b>Total Price for Leach Demolition Body and Chassis.....</b>	<b>\$211,699.00</b>

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.

Contract Award  
RFP 112014 #

**FORM D**



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

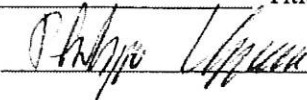
MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES  
In compliance with the Request for Proposal (RFP) for MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar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

Company Name: Labrie Enviroquip Group Date: November 14th 2014

Company Address: 175 Route du Pont

City: St-Nicolas State: QC Country: Canada Zip: G7A 2T3

Contact Person: Philippe L'Espérance Title: Accounting Director

Authorized Signature (ink only):  Philippe L'Espérance  
(Name printed or typed)



## Contract Acceptance and Award

(To be completed only by NJPA)

**NJPA 112014 # MOBILE REFUSE COLLECTION VEHICLES WITH RELATED  
EQUIPMENT, ACCESSORIES, AND SERVICES**

Labrie Enviroquip Group

---

 Proposer's full legal name

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

The effective start date of the Contract will be December 16, 2014 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

NJPA Executive Director

Dr. Chad Coanette

(Name printed or typed)

Awarded this 16th day of December, 2014 NJPA Contract Number 112014-LEG

NJPA Authorized signature:

NJPA Board Member

Scott Veronen

(Name printed or typed)

Executed this 16th day of December, 2014 NJPA Contract Number 112014-LEG

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

Vendor Name

Labrie Enviroquip Group

Vendor Authorized signature:

Philippe L'Espérance

(Name printed or typed)

Title:

Accounting Director

Executed this 18 day of December, 2014 NJPA Contract Number 112014-LEG



## Letter of Agreement To Extend the Contract

Between

**Labrie Enviroquip Group**  
**175 Rte Marie-Victorin**  
**St-Nicolas, Quebec G7A 2T3**

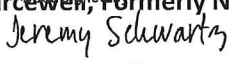
And

**Sourcewell, Formerly National Joint Powers Alliance (NJPA)**  
**202 12th Street NE**  
**Staples, MN 56479**  
**Phone: (218) 894-1930**

The Vendor and Sourcewell have entered into an Agreement (Contract #112014-LEG) for the procurement of Mobile Refuse Collection Vehicles with Related Equipment, Accessories and Services. This Agreement has an expiration date of December 16, 2018, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on December 16, 2019. All other terms and conditions of the Agreement remain in force.

**Sourcewell, Formerly National Joint Powers Alliance (NJPA)**

  
By: _____

78144D620E684E3...

Its: **Director of Operations &  
Procurement/CPO**

Name printed or typed: **Jeremy Schwartz**

10/1/2018 | 8:05 PM CDT

Date _____

**Labrie Enviroquip Group**

By:  _____

Its: **Director of Finance**

Name printed or typed: **Philippe L'Espérance**

Date **11/21/2018**



## Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019

Submitted by: Frank DonBullian

Submitting Department: Police Department

Item Type: Budget

Agenda Section:

### **SUBJECT**

Surplus of Police Bicycles

### **HCC-43-FY20**

#### **Recommendation:**

I move that the Mayor and Council authorize the surplus of five (5) old and outdated Trek SLR mountain bicycles be sold on GovDeals.com.

#### **Sponsor(s):**

At the Request of the City Administrator

#### **Co-Sponsor(s):**

N/A

### **ATTACHMENTS**

#### **Summary Background:**

The police department has updated the fleet of bicycles and would like to auction five older bikes on the online auction site GovDeals.com.

#### **Next Steps:**

Upon approval, the bicycles will be listed on GovDeals.com and sold to the highest bidder.

#### **Fiscal Impact:**

N/A

#### **City Administrator Comments:**

Recommend Support.

#### **Community Engagement:**

N/A

#### **Strategic Goals:**

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

#### **Legal Review Required?**

N/A



## Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019  
Submitted by: Jim Chandler  
Submitting Department: Legislative  
Item Type: Appointment  
Agenda Section:

### SUBJECT

Appointment to ATHA, Inc's Governing Board

### HCC-46-FY20

#### Recommendation:

I move the Council approve the Mayor's appointment of Councilmember Ben Simasek to serve as the City of Hyattsville's representatives to the Governing Board of the Anacostia Trails Heritage Area, Inc. In his absence, Councilmember Robert Croslin will serve as the City's Alternate Representative. Both appointments shall be a term of two-years or until August 1, 2021.

#### Sponsor(s):

Hollingsworth

#### Co-Sponsor(s):

N/A

#### ATTACHMENTS

[ATHA 2019 Letter of confirmation.doc](#)

#### Summary Background:

The Anacostia Trails Heritage Area is one of 13 Heritage Areas certified by the State of Maryland under the Maryland Heritage Areas Authority. Certified in 2001, the region encompasses over 100 square miles of Northern Prince Georges County – bordered by Washington, D.C. to the south, Montgomery County to the West, Howard and Anne Arundel County to the North and encompassing portions of Bowie, Glenn Dale, and Cheverly to the East. This eastern boundary was amended in 2017.

The Heritage Area is managed by Anacostia Trails Heritage Area Inc. ATHA Inc. is dedicated to preserving and promoting the historical, artistic, cultural, and natural resources of the Certified Heritage Area. ATHA Inc. performs its work through partnerships, programs and grantmaking. Our partnerships include Federal partners (Beltsville Agricultural Research Center, Greenbelt National Park, and the Patuxent Wildlife Refuge); State Partners (MHAA, Department of Tourism) Regional Partners (Prince George's Conference and Visitors Bureau, Maryland-National Capital Parks and Planning Commission, Prince George's County); and local partners, sites, and municipalities. Our participating municipalities are Bladensburg, Colmar Manor, Cottage City, Edmonston, Berwyn Heights, Greenbelt, College Park, Mt. Rainier, Hyattsville, Brentwood, North Brentwood, Riverdale Park, University Park, the Beltsville area, Bowie, Cheverly, and unincorporated areas around Glenn Dale.

ATHA Inc. has a governing/advisory board made up of representatives from our partner communities to set goals and a managing board for day-to-day operations. We are a 501(c)3 organization under the IRS code. The organization originally served in an advisory capacity to the Redevelopment Authority of Prince Georges County. In 2010 the organization took full operation of the Heritage Area.



The ATHA Managing Board has requested all municipal partners to provide a letter confirming its ATHA Governing Board representatives.

**Next Steps:**

The City will provide ATHA's Managing Board with a letter confirming the appointments prior to its September Governing Board meeting.

**Fiscal Impact:**

N/A

**City Administrator Comments:**

Council Appointment

**Community Engagement:**

Maryland Milestones, a brand established in 2012 by Anacostia Trails Heritage Area Inc., highlights the first and unique moments which have occurred (or are occurring) in the (Maryland Certified) Anacostia Trails Heritage Area. This program brings information about these “milestones” to the public and makes connections between the history, culture, and nature of the region. Additionally, the Maryland Milestones brand emphasizes the importance travel, trade, and communication have played in the region – through turnpikes, highways, parkways, aviation, streetcars, telegraphs, and train travel. This program involves updating signage, creating information kiosks, building a heritage center, and development of interpretive heritage routes.

**Strategic Goals:**

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

**Legal Review Required?**

N/A

**SAMPLE – PLEASE PUT ON LETTER HEAD**

DATE:

**Confirmation for ATHA, Inc's Governing Board Representation**

To Whom It May Concern:

The Town/City of /Organization_____ has designated the following individuals as our official representatives to the Governing Board of the ATHA (Anacostia Trails Heritage Area), Inc .:

**Primary Representative:**

Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

**Alternate Representative:** _____

Address: _____

Phone: _____ Fax: _____

Email_____

We understand that only the individuals herein designated are accorded the right to vote on behalf of the named municipality or organization in the meetings of ATHA, Inc.'s Governing Board. However, it is further understood that, should the primary representative be unable to attend scheduled meetings, the listed alternate herein named may vote in the representative's absence. On a case-by-case basis, if neither the representative nor the alternate is available, another representative may vote upon presentation of a written request from the Town Council, Mayor and/or appropriate officer of member organization.

Sincerely



## Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019  
Submitted by: Hal Metzler  
Submitting Department: Public Works  
Item Type: Contract  
Agenda Section:

### SUBJECT

Wells Blvd Green Street Design - Soil Borings and Subsurface Analysis

### HCC-47-FY20

#### Recommendation:

I move that the Mayor and Council authorize the City Administrator to contract with DMY Engineering Consultants, Inc. to conduct soil borings and other subsurface analysis for the Wells Blvd Green Street Design, and authorize an expenditure not to exceed \$12,000 for these services.

#### Sponsor(s):

At the Request of the City Administrator

#### Co-Sponsor(s):

N/A

### ATTACHMENTS

[03.04609.01 City of Hyattsville Wells Boulevard 2019-07-19.pdf](#)

#### Summary Background:

In January 2019 the City Council authorized JMT to design the Complete Green Street design for the reconstruction of Wells Blvd/Pkwy. As the design progressed it was determined that soil borings and a subsurface analysis was required to complete the design. The City Staff solicited 3 proposals for the work and the proposal submitted by DMY Engineering Services, Inc was responsive and responsible and provided the best value for the City.

#### Next Steps:

N/A

#### Fiscal Impact:

NTE \$12,000

#### City Administrator Comments:

Recommend Support.

#### Community Engagement:

Numerous community meeting have been held through the planning and design process to date. A final community meeting will be held once the design is complete prior to starting construction.

#### Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

#### Legal Review Required?

Pending





To: Mr. Hal W. Metzler, Jr. EI (City of Hyattsville)  
RE: Wells Boulevard SMW Geotechnical Investigation  
Wells Boulevard  
City of Hyattsville, MD

DMY No. 03.04609.01  
Date: 07/19/2019

Dear Mr. Metzler,

In response to your Request for Proposal for the subject project dated July 11, 2019, DMY Engineering Consultants Inc. (DMY) is pleased to submit the scope of services and cost proposal to provide geotechnical investigation service for the subject project. Below are the break-down cost estimates:

CATEGORY	COST
<b>Direct Labor</b>	
Direct Labor Total	\$ 1,250.00
<b>Direct Non-Labor</b>	
Drilling and Field Testing	\$ 9,471.00
Laboratory Testing	\$ -
Expense	\$ 116.00
<b>ESTIMATED PROJECT TOTAL</b>	<b>\$ 10,837.00</b>

We look forward to your review and approval of this proposal. Should you have any questions or comments, please feel free to contact us.

Respectfully,



Xin Chen, PE., Ph.D., MBA.  
Principal/Geotechnical Practice Leader  
Email: xchen@dmyec.com  
Cell: (865) 898-3920

**Detailed Break-down Cost Estimates**

<b>Drilling &amp; Field Testing Items</b>	<b>Unit</b>	<b>Rate</b>	<b>Qty</b>	<b>Total</b>
Drill Rig Mobilization	each	\$750.00	1	\$750.00
Drill Rig Moving/Difficult Moving/Standby/Cleanup/Site Clearing	crew-hour	\$225.00	2	\$450.00
Public Utility Clearance	site	\$80.00	1	\$80.00
2-1/4" or 3-1/4" HSA SPT Borings (0'-40')	foot	\$15.50	96	\$1,488.00
2-1/4" or 3-1/4" Auger Probe Borings (0'-40') for Infiltration Test	foot	\$11.00	96	\$1,056.00
Hauling Water	day	\$175.00	1	\$175.00
Breaking Through HMA and Patching with Cold Asphalt Mix	each	\$50.00	16	\$800.00
Infiltration Pipe, 5" PVC	foot	\$7.00	96	\$672.00
MOT Plans	hour	\$120.00	0	\$0.00
Traffic Control without TMA (day time) - Flagging Operation	shift	\$1,200.00	0	\$0.00
Infiltration Test	each	\$250.00	16	\$4,000.00
<b>Drilling Subtotal</b>				<b>\$9,471.00</b>
<b>Laboratory Items</b>	<b>Unit</b>	<b>Rate</b>	<b>Qty</b>	<b>Total</b>
Sieve Analysis with Hydrometer Analysis for USDA Soil Classification (Optional)	each	\$150.00	0	\$0.00
<b>Laboratory Subtotal</b>				<b>\$0.00</b>
<b>Engineering Personnel</b>	<b>Unit</b>	<b>Rate</b>	<b>Qty</b>	<b>Subtotal</b>
Project Manager (Project Management)	hour	\$125.00	2	\$250.00
Staff Engineer (Boring Inspection, Boring Log, Geotechnical Report)	hour	\$100.00	10	\$1,000.00
<b>Engineering Personnel Subtotal</b>				<b>\$1,250.00</b>
<b>Expense</b>	<b>Unit</b>	<b>Rate</b>	<b>Qty</b>	<b>Subtotal</b>
Mileage	each	\$0.580	200	\$116.00
<b>Expense Subtotal</b>				<b>\$116.00</b>
<b>Total Project Cost Estimates</b>				<b>\$10,837.00</b>

**DMY's Scope of Work, Assumptions and Limitations:**

Based on our review of information provided by Client, DMY developed the itemized scope of work under this proposal as follows:

1. Per Client's request, DMY will drill sixteen (16) Standard Penetration Test borings to 6 ft below the existing ground or auger refusal, whichever occurs first. DMY will offset drill sixteen (16) auger borings to 6 ft below the existing ground or auger refusal, whichever occurs first. DMY will perform infiltration test per PG County or MDE infiltration test standard.
2. DMY will set up the project in our project management and accounting system. DMY will not proceed with the work until a written Notice-to-Proceed is provided by Client. DMY will review the project information and confirm the scope work.
3. DMY will contact MISS UTILITY to clear public utilities prior to beginning field investigation work.
4. DMY assumes there is not any private underground utilities.
5. DMY assumes Client will obtain and provide DMY with any necessary permissions and permits prior to our field mobilization for DMY to access and perform the field operation.
6. DMY will mobilize one (1) truck mounted Drill Rig for the subject project.
7. DMY assumes all work will be performed during normal business hours (8 am to 5 pm).
8. DMY assumes no Maintenance of Traffic (MOT) is needed for this project. DMY will place traffic cone in our working zone. DMY assumes that Client will provide the residents advance notice to prevent parking on the street.
9. DMY will perform Standard Penetration Test (SPT) at 2-foot intervals to a depth of 6 feet below the existing ground surface and then at 5-foot interval thereafter to the scheduled boring depths or auger refusal, whichever occurs first.
10. DMY assumes that the excess drilling spoils can be spread and left onsite. We assume no seed/straw is needed. Boring drilled in the existing pavement will be backfilled with auger cutting and patched with cold asphalt mixture.
11. DMY will prepare the boring logs using DMY standard template. DMY will prepare a geotechnical report to summarize our field work procedure, field results, and geotechnical recommendations. The final deliverable of the geotechnical report will be in PDF format.





## Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019

Submitted by: Amal Awad

Submitting Department: Police Department

Item Type: Memorandum of Understanding

Agenda Section:

### SUBJECT

MOU with the Metropolitan Washington Council of Governments (AFIS)

### HCC-48-FY20

#### Recommendation:

I move that the Mayor and City Council authorize the City Administrator to sign a Memorandum of Understanding with the Metropolitan Washington Council of Governments on behalf of the City of Hyattsville Police Department to continue as a regional participating jurisdiction with the Regional Automated Fingerprint Identification System (AFIS) and authorize the City to expend an amount not to exceed \$6,239.00 for one fiscal year from July 1, 2019 to June 30, 2020 (FY20).

#### Sponsor(s):

At the Request of the City Administrator

#### Co-Sponsor(s):

N/A

#### ATTACHMENTS

[AFISMOU20190416.pdf](#)

#### Summary Background:

The AFIS allows for rapid search of latent fingerprints from crime scenes developed through the arrest/booking process from multiple agencies in the National Capital Region (NCR). The combined regional sharing of AFIS data has resulted in an arrest database with many records on independent, yet connected, sites available to all approved law enforcement personnel.

The NCR AFIS provides a secure platform to rapidly search and compare latent fingerprints from crime scenes against a criminal database of more than 2 million arrest records that includes fingerprints, palm prints, mugshots, and demographic information. The data saved and retrieved from the AFIS database assists law enforcement personnel in solving crimes by matching latent prints with individuals who have a criminal history. The system also supports terrorism preparedness through data links with the Federal Bureau of Investigation's (FBI) Terrorist Screening Center Watch List.

#### Next Steps:

City Administrator's signature of MOU, submission of MOU to COG, and remittance of funds.

#### Fiscal Impact:

\$6,239.00

#### City Administrator Comments:

Recommend Support.

**Community Engagement:**

N/A

**Strategic Goals:**

Goal 3 – Promote a Safe and Vibrant Community

**Legal Review Required?**

Complete

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CERTAIN METROPOLITAN WASHINGTON REGION JURISDICTIONS  
AND  
THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS  
FOR  
REGIONAL AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM ("AFIS")**

**THIS MEMORANDUM OF UNDERSTANDING ("MOU") FOR REGIONAL AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM ("AFIS")**, made and entered into this 3rd day of April, 2019, by and between Participating Jurisdictions ("Participating Jurisdictions"/"Jurisdictions"), and the METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS ("COG"), collectively "the Parties."

**WHEREAS**, the Participating Jurisdictions have received federal funds from the Urban Area Security Initiative ("UASI") program to enhance regional terrorism preparedness by developing integrated systems for prevention, protection, response, and recovery, and because the critical capabilities which support such preparedness simultaneously support preparedness for other hazards, including natural disasters and other major incidents; and

**WHEREAS**, the National Capital Region ("NCR") Homeland Security Executive Committee ("HSEC"), which administers UASI funds for the NCR, has made the policy determination that UASI funding is not intended to operate, maintain or sustain a program capability, etc., in perpetuity, or invest in something that has an exclusively local value or to supplant a current capability; and

**WHEREAS**, a specific goal of this MOU, in addition to maintaining and further developing a specific public safety capability, is to coordinate and leverage knowledge in and among the Participating Jurisdictions for their mutual benefit and the overall benefit of the region; and

**WHEREAS**, HSEC has determined that the Automated Fingerprint Identification System ("AFIS"/"Program") should be transitioned from UASI funding to a dedicated longer-lasting, stable investment from the region through funding provided by the Participating Jurisdictions and management of the Program by a Lead Jurisdiction(s); and

**WHEREAS**, the COG CAOs Committee concurs with the HSEC determination and agrees to jointly support continued funding to assure implementation of this critical regional capability in FY 2020;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

**SECTION 1. PROGRAM SCOPE**

The AFIS allows for rapid search of latent fingerprints from crime scenes developed through the arrest/booking process from multiple agencies in the NCR. The combined regional sharing of AFIS data has resulted in an arrest database with many records on independent, yet connected, sites available to all approved law enforcement personnel.

The NCR AFIS provides a secure platform to rapidly search and compare latent fingerprints from crime scenes against a criminal database of more than 2 million arrest records that includes fingerprints, palm prints, mugshots, and demographic information. The data saved and retrieved from the AFIS database assists law enforcement personnel in solving crimes by matching latent



prints with individuals who have a criminal history. The system also supports terrorism preparedness through data links with the Federal Bureau of Investigation's (FBI) Terrorist Screening Center Watch List.

Mobile AFIS, employed by officers in the field identifies whether individuals have criminal records in the NCR within moments of contact with officers. Results are returned within 5 seconds of submitting a query. The UASI program has provided the hardware and other equipment that enables data sharing, including:

- 75 LiveScan booking stations
- Four regionally shared mugshot systems, and
- 900 mobile devices that officers carry with them in the field.

The UASI program has funded AFIS equipment and its annual maintenance, but not personnel costs. Law enforcement uses AFIS an average of over 21,000 times per month to identify a suspect or document a crime.

## **SECTION 2. LEAD JURISDICTIONS AND OVERALL RESPONSIBILITY**

- A. The Lead Jurisdictions for the AFIS program, as confirmed by HSEC, are Fairfax County, Virginia, Montgomery County, Maryland, and the District of Columbia. The Lead Jurisdictions are also included in the references to Participating Jurisdictions in this MOU.
- B. The Lead Jurisdictions will manage directly, as well as participate in the Program, in conjunction with other Participating Jurisdictions and/or through contractors, as to be further set forth in the Addendum.
- C. The Lead Jurisdictions will engage in multi-lateral jurisdictional communication with the Participating Jurisdictions and COG regarding the Program, and these communications may be facilitated through subject matter expert committees hosted by COG.

## **SECTION 3. RESPONSIBILITY OF COG**

- A. COG, in conjunction with HSEC and the Participating Jurisdictions, has established the funding levels for the Program as set forth in Section 5.
- B. COG shall act as a pass-through entity and be the depository for the funds provided by the Participating Jurisdictions to support the Program. COG shall reimburse the Lead Jurisdictions for costs associated with the Program pursuant to the agreed to schedule in the Addendum.
- C. No later than May 31, 2019, COG shall agree with the Lead Jurisdictions on the following to be incorporated into an Addendum to this MOU if not otherwise included in this MOU:
  - 1. Specific Program scope and deliverables,
  - 2. Key Program dates,
  - 3. Funding level,
  - 4. Timing of fund transfer and schedule, and
  - 5. Oversight or certification of satisfactory completion of the Program by the Lead Jurisdictions and the Participating Jurisdictions.

#### **SECTION 4. RESPONSIBILITY OF PARTICIPATING JURISDICTIONS**

The Participating Jurisdictions commit to the AFIS Program and agree to fund the Program and cooperatively work with the Lead Jurisdictions and COG in order to facilitate the Program and implement this MOU.

#### **SECTION 5. JURISDICTIONAL FUNDING OF PROGRAM**

- A. The Participating Jurisdictions agree to fund the Program by making their respective payments for one fiscal year period from July 1, 2019 to June 30, 2020 (FY20), in the amounts set forth in Attachment 1 which has been approved by Chief Administrative Officers ("CAO"). The payments are based on a per-capita allocation for the Participating Jurisdictions.
- B. The Parties understand that a failure by a Participating Jurisdiction to provide funding as set forth above will jeopardize the viability of this regional Program. A Participating Jurisdiction which fails to provide the stated funding as scheduled will not be included in and will be removed from the Program.
- C. The Program and this funding may be extended beyond FY20 by Addendum to this MOU indicating agreement of CAOs, the Participating Jurisdictions, and COG.

#### **SECTION 6. PAYMENT PROCESS**

- A. Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1), nothing contained in this Agreement shall be construed as binding on the District of Columbia to expend in any one fiscal year any sum in excess of the appropriations made by Congress for the purposes of this MOU for that fiscal year, or as involving the District of Columbia in any contract or other obligation for the further expenditure of money in excess of such appropriations. Further, nothing in this Agreement shall be construed as binding on the other Participating Jurisdictions to expend in any one fiscal year, any sum in excess of the respective appropriations of their governing bodies.
- B. The Participating Jurisdictions shall remit their required funding to COG by check or direct deposit (ACH) by July 31 of each fiscal year pursuant to invoicing by COG.

#### **SECTION 7. ADDITIONAL PARTICIPANTS**

Other Jurisdictions in the NCR may choose to become a Participating Jurisdiction by executing this MOU and upon approval by the other Participating Jurisdictions. Actual commencement of participation of the joining Jurisdiction may not occur until the following Program year, depending upon the time of joinder. COG and the Lead Jurisdictions shall determine when commencement of participation can occur.

#### **SECTION 8. TERMINATION**

The Participating Jurisdictions agree to provide 60 days advance written notice to the other Participating Jurisdictions if a Jurisdiction decides to terminate its participation in this MOU for the next fiscal year. Notice should be sent to MWCOG which shall advise the other Jurisdictions:

Managing Director, Homeland Security and Public Safety  
MWCOC  
777 North Capitol St NE #300  
Washington, DC 20002

Termination during a fiscal year will not result in a remitting of funds paid or otherwise affect the Program for the then fiscal year.

**This MOU becomes effective once COG and all of the undersigned CAOs sign this MOU on behalf of their Participating Jurisdiction.**

[See next page]



**MOU SIGNATORIES**

**DISTRICT OF COLUMBIA**

_____  
Rashad Young  
City Administrator

_____  
Date

**TOWN OF BLADENSBURG, MD**

_____  
Debi Sandlin  
Town Manager

_____  
Date

**CITY OF BOWIE**

_____  
Alfred Lott  
City Manager

_____  
Date

**CHARLES COUNTY, MD**

_____  
Mark Belton  
County Manager

_____  
Date

**CITY OF COLLEGE PARK, MD**

_____  
Scott Somers  
City Manager

_____  
Date

**CITY OF FREDERICK, MD**

---

Michael O'Connor  
City Manager

---

Date

**FREDERICK COUNTY, MD**

---

Jan H. Gardner  
County Executive

---

Date

**CITY OF GAITHERSBURG, MD**

---

Tony Tomasello  
City Manager

---

Date

**CITY OF GREENBELT, MD**

---

Nicole Ard  
City Manager

---

Date

**CITY OF HYATTSVILLE, MD**

---

Tracey Douglas  
City Manager

---

Date

**CITY OF LAUREL, MD**

---

William Goddard  
City Manager

---

Date

**MONTGOMERY COUNTY, MD**

---

Andrew Kleine  
Chief Administrative Officer

---

Date

**PRINCE GEORGE'S COUNTY, MD**

---

Major F. Riddick  
Chief Administrative Officer

---

Date

**CITY OF ROCKVILLE, MD**

---

Rob DiSpirito  
City Manager

---

Date

**CITY OF TAKOMA PARK, MD**

---

Suzanne Ludlow  
City Manager

---

Date

**CITY OF ALEXANDRIA, VA**

---

Mark Jinks  
City Manager

---

Date

**ARLINGTON COUNTY, VA**

---

Mark Schwartz  
County Manager

---

Date



**CITY OF FAIRFAX, VA**

_____  
Robert Stalzer  
City Manager

_____  
Date

**FAIRFAX COUNTY, VA**

_____  
Bryan Hill  
County Executive

_____  
Date

**CITY OF FALLS CHURCH, VA**

_____  
Wyatt Shields  
City Manager

_____  
Date

**LOUDOUN COUNTY, VA**

_____  
Tim Hemstreet  
Chief Administrative Officer

_____  
Date

**CITY OF MANASSAS, VA**

_____  
William Pate  
City Manager

_____  
Date

**CITY OF MANASSAS PARK, VA**

---

Laszlo Palko  
City Manager

---

Date

**PRINCE WILLIAM COUNTY, VA**

---

Chris Martino  
County Executive

---

Date

**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS**

---

Chuck Bean  
Executive Director

---

Date

**ATTACHMENT 1**

<b><u>Jurisdiction</u></b>	<b><u>Population</u></b>	<b><u>Proposed Allocation</u></b>
----------------------------	--------------------------	-----------------------------------



## **AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM (AFIS)**

### **DAY-TO-DAY IMPACTS**

The National Capital Region (NCR) AFIS provides a secure platform to rapidly search and compare latent fingerprints from crime scenes against a criminal database of more than two million arrest records that includes fingerprints, palm prints, mugshots, and demographic information. The data saved and retrieved from the AFIS database assists law enforcement personnel in solving crimes by matching latent prints with individuals who have a criminal history. The system also supports terrorism preparedness through data links with the Federal Bureau of Investigation's (FBI) Terrorist Screening Center Watch List.

Mobile AFIS, employed by officers in the field, identifies whether individuals have criminal records in the NCR within moments of contact with officers. Results are returned within five seconds of submitting a query. The Urban Areas Security Initiative (UASI) program provides the hardware and other equipment that enables data sharing, including:

- 75 LiveScan booking stations,
- Four regionally shared mugshot systems, and
- 900 mobile devices that officers carry with them in the field.

### **LONG-TERM RETURN ON INVESTMENT**

The UASI program funds AFIS equipment and its annual maintenance, but not personnel costs. Law enforcement uses AFIS an average of over 21,000 times per month to identify a suspect or document a crime.

### **COST**

The NCR invested \$38,721,884 of UASI funds in the AFIS program between 2005 and 2016. The fiscal year (FY) 2018 cost to maintain the AFIS capability is \$2,000,000, which covers the cost of system maintenance, equipment replacement, and training personnel.

### **PROPOSED ALLOCATION FOR JURISDICTIONAL BUDGETS**

The recommended course of action, supported by the CAOs, includes a central fund managed by COG and the development of memoranda of understanding (MOU) between COG and the organizations and localities currently managing the program.

The table below reflects the proposed allocations per jurisdiction to fund this project in local FY 2020. Only those jurisdictions participating in the project are included in the allocation.



Jurisdiction	Population ¹	Proposed Allocation ²
Alexandria, City of	159,000	\$52,209
Arlington County	238,300	\$78,248
Bladensburg, Town of	9,600	\$3,152
Bowie, City of	60,200	\$19,767
Charles County	167,000	\$54,836
College Park, City of	33,000	\$10,836
District of Columbia	724,300	\$237,832
Fairfax, City of	25,600	\$8,406
Fairfax County	1,161,800	\$381,490
Falls Church, City of	14,200	\$4,663
Frederick, City of	72,050	\$23,658
Frederick County	267,800	\$87,935
Gaithersburg, City of	70,700	\$23,215
Greenbelt, City of	23,900	\$7,848
Hyattsville, City of	19,000	\$6,239
Laurel, City of	26,300	\$8,636
Loudoun County	424,000	\$139,225
Manassas, City of	43,800	\$14,382
Manassas Park, City of	16,805	\$5,518
Montgomery County	1,052,000	\$345,436
Prince George's County	923,100	\$303,110
Prince William County	467,900	\$153,640
Rockville, City of	72,200	\$23,708
Takoma Park, City of	18,300	\$6,009
<b>TOTAL</b>	<b>6,090,855</b>	<b>\$2,000,000</b>

¹The population figures are derived from the approved COG FY 2020 Work Program and Budget document which uses data certified by each jurisdiction's chief administrative officer.

²The allocations were calculated on a per capita basis using the FY 2018 UASI amount requested by each program in their FY 2018 solution development worksheet.



## Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019

Submitted by: Amal Awad

Submitting Department: Police Department

Item Type: Memorandum of Understanding

Agenda Section:

### SUBJECT

MOU with the Metropolitan Washington Council of Governments (LPR)

### HCC-49-FY20

#### Recommendation:

I move that the Mayor and City Council authorize the City Administrator to sign a Memorandum of Understanding with the Metropolitan Washington Council of Governments on behalf of the City of Hyattsville Police Department to continue as a regional participating jurisdiction with the Law Enforcement License Plate Readers Program (LPR) and authorize the City to expend an amount not to exceed \$2,979.00 for one fiscal year from July 1, 2019 to June 30, 2020 (FY20).

#### Sponsor(s):

At the Request of the City Administrator

#### Co-Sponsor(s):

N/A

#### ATTACHMENTS

[LPRMOU20190416.pdf](#)

#### Summary Background:

The LPR collects and allows authorized personnel to rapidly access regional LPR data to receive early warnings about potential threats, support investigations, and conduct day-to-day law enforcement activities. Images captured by LPR cameras are converted to data using optical character recognition (OCR) technology and then compared to customizable "hot lists" that can contain information on vehicles related to auto thefts, AMBER alerts, outstanding warrants, emission testing violations, failure to properly register, and other agency-defined information. If an alert or "hit" occurs, the jurisdiction that owns the LPR notifies a regional Terror Screening Center operated by the Federal Bureau of Investigation ("FBI") and responds as needed.

#### Next Steps:

City Administrator's signature of MOU, submission of MOU to COG, and remittance of funds.

#### Fiscal Impact:

\$2,979.00

#### City Administrator Comments:

Recommend Support.

#### Community Engagement:

N/A

#### Strategic Goals:

### Goal 3 – Promote a Safe and Vibrant Community

#### **Legal Review Required?**

Complete

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CERTAIN METROPOLITAN WASHINGTON REGION JURISDICTIONS  
AND  
THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS  
FOR  
LAW ENFORCEMENT LICENSE PLATE READERS ("LPR")**

**THIS MEMORANDUM OF UNDERSTANDING ("MOU") FOR LAW ENFORCEMENT LICENSE PLATE READERS ("LPR")**, made and entered into this 3rd day of April, 2019, by and between Participating Jurisdictions ("Participating Jurisdictions"/"Jurisdictions"), and the METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS ("COG"), collectively "the Parties."

**WHEREAS**, the Participating Jurisdictions have received federal funds from the Urban Area Security Initiative ("UASI") program to enhance regional terrorism preparedness by developing integrated systems for prevention, protection, response, and recovery, and because the critical capabilities which support such preparedness simultaneously support preparedness for other hazards, including natural disasters and other major incidents; and

**WHEREAS**, the National Capital Region ("NCR") Homeland Security Executive Committee ("HSEC"), which administers UASI funds for the NCR, has made the policy determination that UASI funding is not intended to operate, maintain or sustain a program capability, etc., in perpetuity, or invest in something that has an exclusively local value or to supplant a current capability; and

**WHEREAS**, a specific goal of this MOU, in addition to maintaining and further developing a specific public safety capability, is to coordinate and leverage knowledge in and among the Participating Jurisdictions for their mutual benefit and the overall benefit of the region; and

**WHEREAS**, HSEC has determined that the Law Enforcement License Plate Readers Program ("LPR"/"Program") should be transitioned from UASI funding to a dedicated longer-lasting, stable investment from the region through funding provided by the Participating Jurisdictions and management of the Program by a Lead Jurisdiction; and

**WHEREAS**, the COG CAOs Committee concurs with the HSEC determination and agrees to jointly support continued funding to assure implementation of this critical regional capability in FY 2020;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

**SECTION 1. PROGRAM SCOPE**

The LPR collects and allows authorized personnel to rapidly access regional LPR data to receive early warnings about potential threats, support investigations, and conduct day-to-day law enforcement activities. Images captured by LPR cameras are converted to data using optical character recognition (OCR) technology and then compared to customizable "hot lists" that can contain information on vehicles related to auto thefts, AMBER alerts, outstanding warrants, emission testing violations, failure to properly register, and other agency-defined information. If an alert or "hit" occurs, the jurisdiction that owns the LPR notifies a regional Terror Screening Center operated by the Federal Bureau of Investigation ("FBI") and responds as needed.



The LPR Program currently includes 37 fixed cameras and 15 trailers with mobile cameras attached that are available for regional deployment and that share information between more than 24 federal, state, local and regional law enforcement partners. Also certain police vehicles in each jurisdiction have up to 2 mobile cameras on them to monitor vehicles and 4 covert cameras available for use.

Experts report that the LPR project's early warning and investigative capabilities are critical to regional efforts to combat terrorism. Detecting the approach of vehicles connected to a threat can allow for protective measures to be taken, such as closing access points, raising barriers, or deploying additional personnel. For investigations, LPR data permits the reconstruction of events and timelines, and allows for the identification of other vehicles related to terror threats or criminal activity.

LPRs are deployed strategically in busy roadways; help secure vital areas such as airports, ports and transit stations; and are also highly effective tools for recovering stolen vehicles and addressing issues with vehicle registration and emissions testing. LPR systems can observe and record over 1000 license plates per hour, depending on lighting and weather conditions. LPR systems scan over 500,000 license plates each day in Washington, DC alone.

## **SECTION 2. LEAD JURISDICTION AND OVERALL RESPONSIBILITY**

- A. The Lead Jurisdiction(s) for the LPR program, as confirmed by HSEC, is the District of Columbia. The Lead Jurisdiction is also included in the references to Participating Jurisdictions in this MOU.
- B. The Lead Jurisdiction will manage directly, as well as participate in the Program, in conjunction with other Participating Jurisdictions and/or through contractors, as to be further set forth in the Addendum.
- C. The Lead Jurisdiction will engage in multi-lateral jurisdictional communication with the Participating Jurisdictions and COG regarding the Program, and these communications may be facilitated through subject matter expert committees hosted by COG.

## **SECTION 3. RESPONSIBILITY OF COG**

- A. COG, in conjunction with HSEC and the Participating Jurisdictions, has established the funding levels for the Program as set forth in Section 5.
- B. COG shall act as a pass-through entity and be the depository for the funds provided by the Participating Jurisdictions to support the Program. COG shall reimburse the Lead Jurisdiction(s) for costs associated with the Program pursuant to the agreed to schedule in the Addendum.
- C. No later than May 31, 2019, COG shall agree with the Lead Jurisdiction(s) on the following to be incorporated into an Addendum to this MOU if not otherwise included in this MOU:
  - 1. Specific Program scope and deliverables,
  - 2. Key Program dates,
  - 3. Funding level,
  - 4. Timing of fund transfer and schedule, and

5. Oversight or certification of satisfactory completion of the Program by the Lead Jurisdiction and the Participating Jurisdictions.

#### **SECTION 4. RESPONSIBILITY OF PARTICIPATING JURISDICTIONS**

The Participating Jurisdictions commit to the LPR Program and agree to fund the Program and cooperatively work with the Lead Jurisdiction(s) and COG in order to facilitate the Program and implement this MOU.

#### **SECTION 5. JURISDICTIONAL FUNDING OF PROGRAM**

- A. The Participating Jurisdictions agree to fund the Program by making their respective payments for one fiscal year period from July 1, 2019 to June 30, 2020 (FY20), in the amounts set forth in Attachment 1 which has been approved by Chief Administrative Officers ("CAO"). The payments are based on a per-capita allocation for the Participating Jurisdictions.
- B. The Parties understand that a failure by a Participating Jurisdiction to provide funding as set forth above will jeopardize the viability of this regional Program. A Participating Jurisdiction which fails to provide the stated funding as scheduled will not be included in and will be removed from the Program.
- C. The Program and this funding may be extended beyond FY20 by Addendum to this MOU indicating agreement of CAOs, the Participating Jurisdictions, and COG.

#### **SECTION 6. PAYMENT PROCESS**

- A. Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1), nothing contained in this Agreement shall be construed as binding on the District of Columbia to expend in any one fiscal year any sum in excess of the appropriations made by Congress for the purposes of this MOU for that fiscal year, or as involving the District of Columbia in any contract or other obligation for the further expenditure of money in excess of such appropriations. Further, nothing in this Agreement shall be construed as binding on the other Participating Jurisdictions to expend in any one fiscal year, any sum in excess of the respective appropriations of their governing bodies.
- B. The Participating Jurisdictions shall remit their required funding to COG by check or direct deposit (ACH) by July 31 of each fiscal year pursuant to invoicing by COG.

#### **SECTION 7. ADDITIONAL PARTICIPANTS**

Other Jurisdictions in the NCR may choose to become a Participating Jurisdiction by executing this MOU and upon approval by the other Participating Jurisdictions. Actual commencement of participation of the joining Jurisdiction may not occur until the following Program year, depending upon the time of joinder. COG and the Lead Jurisdiction shall determine when commencement of participation can occur.

#### **SECTION 8. TERMINATION**

The Participating Jurisdictions agree to provide 60 days advance written notice to the other Participating Jurisdictions if a Jurisdiction decides to terminate its participation in this MOU for the

next fiscal year. Notice should be sent to MWCOG which shall advise the other Jurisdictions:

Managing Director, Homeland Security and Public Safety  
MWCOG  
777 North Capitol St NE #300  
Washington, DC 20002

Termination during a fiscal year will not result in a remitting of funds paid or otherwise affect the Program for the then fiscal year.

**This MOU becomes effective once COG and all of the undersigned CAOs sign this MOU on behalf of their Participating Jurisdiction.**

[See next page]

**MOU SIGNATORIES**

**DISTRICT OF COLUMBIA**

_____  
Rashad Young  
City Administrator

_____  
Date

**TOWN OF BLADENSBURG, MD**

_____  
Debi Sandlin  
Town Manager

_____  
Date

**CITY OF BOWIE**

_____  
Alfred Lott  
City Manager

_____  
Date

**CHARLES COUNTY, MD**

_____  
Mark Belton  
County Manager

_____  
Date

**CITY OF COLLEGE PARK, MD**

_____  
Scott Somers  
City Manager

_____  
Date



**CITY OF FREDERICK, MD**

_____  
Michael O'Connor  
City Manager

_____  
Date

**FREDERICK COUNTY, MD**

_____  
Jan H. Gardner  
County Executive

_____  
Date

**CITY OF GAITHERSBURG, MD**

_____  
Tony Tomasello  
City Manager

_____  
Date

**CITY OF GREENBELT, MD**

_____  
Nicole Ard  
City Manager

_____  
Date

**CITY OF HYATTSVILLE, MD**

_____  
Tracey Douglas  
City Manager

_____  
Date

**CITY OF LAUREL, MD**

_____  
William Goddard  
City Manager

_____  
Date

**MONTGOMERY COUNTY, MD**

---

Andrew Kleine  
Chief Administrative Officer

---

Date

**PRINCE GEORGE'S COUNTY, MD**

---

Major F. Riddick  
Chief Administrative Officer

---

Date

**CITY OF ROCKVILLE, MD**

---

Rob DiSpirito  
City Manager

---

Date

**CITY OF TAKOMA PARK, MD**

---

Suzanne Ludlow  
City Manager

---

Date

**CITY OF ALEXANDRIA, VA**

---

Mark Jinks  
City Manager

---

Date

**ARLINGTON COUNTY, VA**

_____  
Mark Schwartz  
County Manager

_____  
Date

**CITY OF FAIRFAX, VA**

_____  
Robert Stalzer  
City Manager

_____  
Date

**FAIRFAX COUNTY, VA**

_____  
Bryan Hill  
County Executive

_____  
Date

**CITY OF FALLS CHURCH, VA**

_____  
Wyatt Shields  
City Manager

_____  
Date

**LOUDOUN COUNTY, VA**

_____  
Tim Hemstreet  
Chief Administrative Officer

_____  
Date

**CITY OF MANASSAS, VA**

_____  
William Pate  
City Manager

_____  
Date

**CITY OF MANASSAS PARK, VA**

---

Laszlo Palko  
City Manager

---

Date

**PRINCE WILLIAM COUNTY, VA**

---

Chris Martino  
County Executive

---

Date

**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS**

---

Chuck Bean  
Executive Director

---

Date



**ATTACHMENT 1**

<b><u>Jurisdiction</u></b>	<b><u>Population</u></b>	<b><u>Proposed Allocation</u></b>
----------------------------	--------------------------	-----------------------------------



## **NATIONAL CAPITAL REGION (NCR) LAW ENFORCEMENT LICENSE PLATE READERS (LPR)**

### **DAY-TO-DAY IMPACTS**

The NCR Law Enforcement LPR program collects and allows authorized personnel to rapidly access regional LPR data to receive early warnings about potential threats, support investigations, and conduct day-to-day law enforcement activities. Images captured by LPR cameras are converted to data using optical character recognition (OCR) technology and then compared to customizable "hot lists" that can contain information on vehicles related to auto thefts, AMBER alerts, outstanding warrants, emissions testing violations, failure to properly register, and other agency-defined information. If an alert or "hit" occurs, the jurisdiction that owns the LPR notifies a regional Terror Screening Center operated by the Federal Bureau of Investigation (FBI) and responds as needed.

Developed and maintained by NCR Urban Areas Security Initiative (UASI) funds, the LPR program includes mobile, portable, and fixed cameras that share information between more than two dozen federal, state, local, and regional law enforcement partners. LPRs are deployed strategically on busy roadways; help secure vital areas such as airports, ports, and transit stations; and are also highly effective tools for recovering stolen vehicles and addressing issues with vehicle registration and emissions testing. LPR systems can observe and record over 1,000 license plates an hour, depending on lighting and weather conditions. LPR systems scan over 500,000 license plates each day in Washington, DC alone.

### **LONG-TERM RETURN ON INVESTMENT**

The LPR program includes 37 fixed cameras and 15 trailers with mobile cameras attached that are available for regional deployment. There are also police vehicles in each jurisdiction that have up to two mobile cameras on them to monitor vehicles and four covert cameras available for use. 29 entities within the NCR participate in the LPR program.

Subject-matter experts report that the LPR project's early warning and investigate capabilities are critical to regional efforts to combat terrorism. Detecting the approach of vehicles connected to a threat can allow for protective measures to be taken, such as closing access points, raising barriers, or deploying additional personnel. For investigations, LPR data permits the reconstruction of events and timelines, and allows for the identification of other vehicles related to terror threats or criminal activity.

### **COST**

The NCR invested \$13,126,794 in UASI funds in the LPR program between 2008 and 2016. The fiscal year (FY) 2018 cost to maintain the LPR capability is \$1,850,000, which includes replacing aging computer infrastructure.

## PROPOSED ALLOCATION FOR JURISDICTIONAL BUDGETS

The recommended course of action, supported by the CAOs, includes a central fund managed by COG and the development of memoranda of understanding (MOU) between COG and the organizations and localities currently managing the program.

The table below reflects the proposed allocations per jurisdiction to fund this project in local FY 2020. Only those jurisdictions participating in the project are included in the allocation.

Jurisdiction	Population ¹	Proposed Allocation ²
Alexandria, City of	159,000	\$24,930
Arlington County	238,300	\$37,364
Bladensburg, Town of	9,600	\$1,505
Bowie, City of	60,200	\$9,439
Charles County	167,000	\$26,184
College Park, City of	33,000	\$5,174
District of Columbia	724,300	\$113,565
Fairfax, City of	25,600	\$4,014
Fairfax County	1,161,800	\$182,162
Falls Church, City of	14,200	\$2,226
Frederick, City of	72,050	\$11,297
Frederick County	267,800	\$41,989
Gaithersburg, City of	70,700	\$11,085
Greenbelt, City of	23,900	\$3,747
Hyattsville, City of	19,000	\$2,979
Laurel, City of	26,300	\$4,124
Loudoun County	424,000	\$66,480
Manassas, City of	43,800	\$6,868
Manassas Park, City of	16,805	\$2,635
Montgomery County	1,052,000	\$164,946
Prince George's County	923,100	\$144,735
Prince William County	467,900	\$73,363
Rockville, City of	72,200	\$11,320
Takoma Park, City of	18,300	\$2,869
<b>TOTAL</b>	<b>6,090,855</b>	<b>\$955,002</b>

¹The population figures are derived from the approved COG FY 2020 Work Program and Budget document which uses data certified by each jurisdiction's chief administrative officer.

²The allocations were calculated on a per capita basis using the FY 2018 UASI amount requested by each program in their FY 2018 solution development worksheet.



## Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019  
Submitted by: Laura Reams  
Submitting Department: Legislative  
Item Type: Appointment  
Agenda Section:

### SUBJECT

Appointments to Race and Equity Task Force

### HCC-51-FY20

#### Recommendation:

I move that the Mayor and Council appoint Latoya Robinson (Ward 1), Stacie Whitesides (Ward 1), Hyo Cho (Ward 2), and Joanne Waszczak (Ward 1) to the Race and Equity Task Force for a term of two years to expire on August 5, 2021.

#### Sponsor(s):

Hollingsworth

#### Co-Sponsor(s):

Schaible

### ATTACHMENTS

[RETf Application Robinson_W1_redacted.pdf](#)

[RETf Application Whitesides_W1_redacted.pdf](#)

[RETf Application Cho_W2_redacted.pdf](#)

[RETf Application Waszczak_W1_redacted.pdf](#)

#### Summary Background:

See attached applications.

#### Next Steps:

Upon appointment, the staff liaison will reach out to the appointee to inform them of their appointment. Please note all meetings of the committee are open to the public.

#### Fiscal Impact:

N/A

#### City Administrator Comments:

Recommend support

#### Community Engagement:

Agendas for the Race and Equity Task Force Meetings will be posted on the City's website. Meetings are open to the public and all are encouraged to attend.

#### Strategic Goals:

Goal 1 – Ensure Transparent and Accessible Governance



**Legal Review Required?**

N/A

**Board, Committee and Commission Application**

---

**Profile**

Latoya

First Name

Robinson

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

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

*

☒ Ward 1

Primary Phone

Alternate Phone

**Which Boards would you like to apply for?**

---

Race and Equity Task Force: Submitted

**Referred By:**

---

Rosezella Canty-Letsome

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

---

As a citizen of Hyattsville, I am choosing to serve on the Race & Equity Task Force with the intention to bring forth awareness to the ways in which racism impacts us as citizens on various levels. Based on research evidence, the City of Hyattsville is putting forth effort to evolve from its past of racial apartheid through healing and transformation. In order for true healing and reconciliation to take place, each individual is responsible for their role of dismantling the social construct of racism by learning from history, understanding the system and how it works and being accountable to the actions of undoing racism. I believe that we as human beings strive for the same experience to have peace and love in all areas of our lives. My intention is to share resources that can serve as foundational tools for restoration and transformation. I see this city, as quaint and vibrant as it is, as a place where all people can genuinely feel free and safe to be who they truly are, expressing their culture, beliefs and ideas uninhibitedly. It is important to acknowledge that the system of racism effects the lives of ALL people, yet it can be undone when each of us choose to no longer accept this construct as a way of being. Why not start right here, in our quaint city, being anti-racist citizens shedding light on truth within our own community and beyond.

Profile

Stacie

Whitesides

First Name

Last Name

Email Address

Street Address

Suite or Apt

City

State

Postal Code

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

*

☒ Ward 1

Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Race and Equity Task Force: Submitted

Referred By:

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

---

Stacie Whitesides, MBA, CSM – Lead Technologist Hyattsville Resident: Ward 1 A native of rural western North Carolina, I moved to the city of Hyattsville in 2014. As millennial female who is a part of the underrepresented I have completely fallen in love with the unique culture and diversity that the city of Hyattsville offers. Over the past 5 years, I have witnessed great changes in the city; changes in beautification to landscapes and abandon buildings, new real estate development projects, and retail space have encompassed our five wards. While change is the only constant known to mankind, I would love to see Hyattsville remain true to its culture, diversity, and racial equity. The key principles that helped shape the city into what it is today. For that reason, I am seeking a seat on the Race and Equity Taskforce Committee. One of the important questions is how do we keep Hyattsville open for business, while not forgetting about the underrepresented, our youth, the elderly, the less fortunate, and the other various groups within our diversity sphere? About Me: A member of CrossFit Hyattsville Published Author: She Speaks; From Employee to Employer My quote that I strive to live by: "You may be local, but your impact should be felt globally." This is a statement that I try to live by through my works here in the Washington, DC metropolitan area, and in my home state of North Carolina. Community Impact: 2015: Gift-Me-A-Book-Christmas Book Drive, donated 750 books to her hometown school system of Rutherford County Schools, in Rutherfordton, North Carolina. 2016: Along with her brother and uncle donated over 1k bottles of water to Flint, MI. They rented a U-Haul and were escorted by the Flint police department to neighborhoods and personally gave out cases of water. 2016: Founded Bodied by Vegan, LLC a plant-based vegan meal prep and catering service. Stacie's Health journey started because of her being diagnosed with Endometriosis, she found her resolve and coping mechanisms through cooking plant-based meals. She vowed to Health those like her and those who looked like her to "Body their way to a healthier lifestyle", this birthing Bodied by Vegan, LLC. In 2017, Stacie completed her first book, She Speaks, which heralds her health struggles and how she turned that into a business. Through this book, she hopes to inspire other women to walk in their purpose and to dive into their entrepreneurial pursuits. In 2017, Stacie began the Red Lipstick and Cocktails campaign to bring awareness to heart disease amongst African-American women. This campaign has been a success and is now an annual event. In March of 2018, Stacie received the article of incorporation for Girls Liv'N' Color, Inc. GLC is which is a not-for-profit community organization based in Hyattsville, MD dedicated to cultivating a community of girls and women to continuously bring social awareness to the importance of living and maintaining a health-conscious lifestyle through advocacy, outreach, social campaigns, and community service projects within our nations most impacted neighborhoods and beyond. The goal of GLC is to enrich the lives of our neighbors living in Americans underserved neighborhoods by recreating the health narrative of the people of color. Our first community service project was a Back-to-School Drive which was held August 12th, 2018 at PRMP Beauty Studio. Stacie is also a mentor with That's So Girly! and a reoccurring volunteer with Goodie Girl Bags.



**Board, Committee and Commission Application**

---

**Profile**

Hyo

First Name

Cho

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

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

*

☒ Ward 2

Primary Phone

Alternate Phone

**Which Boards would you like to apply for?**

Code Compliance Advisory Committee: Submitted

Race and Equity Task Force: Submitted

**Referred By:**

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

I am a huge advocate of diversity. As a senior officer in the United States Army and as someone who has a published research study in cross-race mentoring, I am a true believer that all men and women are created equal. We are better as a community and nation when we all come together as a team; however, there are times when a group of individuals are excluded due to politics and/or biases. I believe in hard work and giving opportunities to those that work hard regardless of one's background, gender, race, religion, or sexual orientation. We can only improve when we surround ourselves with those that have different ideas and thoughts from ourselves; this is the power of diversity. We learn from one another and we get better as a team. Since the Race and Equity Task Force is an ad hoc committee, I wanted to give back by volunteering my time for another committee. Although I do not know much about the current Hyattsville city codes, I'd like to learn more about it and provide my recommendations on any Code related issues. I have been living in Hyattsville for over 6 years now and I love how our city has evolved. I believe my knowledge and experience can be helpful towards making our city better.

**Board, Committee and Commission Application**

---

**Profile**

Joanne

First Name

Waszczak

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

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

*

☒ Ward 1

Primary Phone

Alternate Phone

**Which Boards would you like to apply for?**

---

Race and Equity Task Force: Submitted

**Referred By:**

---

Candace Bacchus-Hollingsworth

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

---

During the first year of the Race and Equity Task Force, we developed a draft equity plan for the Mayor and Council, with the intention to prevent gentrification of our diverse and inclusive community. We identified areas in which the City can take action to advance equity through its management of administration, programs, services, and facilities, and community development. We then hosted panels of local experts to help us flesh out specific policies and practices, and presented the draft report to Council. I focused on developing recommendations related to jobs & transportation, and community engagement. As a returning member of the Task Force, I would like to carry forward and expand upon the good work we started.



## Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019  
Submitted by: Laura Reams  
Submitting Department: City Clerk  
Item Type: Legislative  
Agenda Section:

### SUBJECT

Schedule Public Hearing for Traffic Calming Petitions - Jefferson Street and Nicholson Street

### HCC-53-FY20

#### Recommendation:

I move that the City Council schedule a Public Hearing for Monday, October 7, 2019 at 7:00 PM, to consider public testimony regarding Traffic Calming Petitions submitted for 1) the 3900 block of Jefferson Street located in Ward 2 and 2) the 4200 block of Nicholson Street located in Ward 1.

#### Sponsor(s):

At the Request of the City Administrator

#### Co-Sponsor(s):

N/A

#### ATTACHMENTS

[Petition_Traffic Calming_Jefferson Street_062619_Redacted.pdf](#)

[Map_Traffic Calming_JeffersonSt_39th40th07162019.pdf](#)

[Petition_Traffic Calming_Nicholson Street_062619_Redacted.pdf](#)

[TrafficCalming_4200NicholsonSt 07162019.pdf](#)

[114-8 Traffic Calming Devices.pdf](#)

[Traffic Calming Flowchart_073119.pptx](#)

#### Summary Background:

The City recently received two (2) petitions for traffic calming devices. The petition for the 3900 block of Jefferson Street between 39th Avenue and 40th Avenue was received on June 26, 2019. The petition for the 4200 block of Nicholson Street between 42nd Place and 43rd Avenue was also received on June 26, 2019. Both petitions were validated by the City Clerk's office to meet the required 60% signature threshold.

Per Section 114-8 of the Hyattsville Charter and Code, the City has begun traffic studies to determine if a traffic calming device is in the interests of both best traffic engineering practice and public safety.

#### Next Steps:

The City of Hyattsville Mayor & Council will conduct a Public Hearing on Monday, October 7, 2019 at 7:00 p.m. (prior to the City Council Meeting).

The Mayor & Council will announce their decision to approve, approve with modifications, or deny the requested traffic calming device within fifteen (15) days of the close of the hearing, unless, due to extraordinary circumstances, the time limit is extended by a majority vote of the City Council. The petitioners will be notified of the decision of the Mayor and City Council by the City Clerk and the decision will be published in the Hyattsville City Council Meeting Minutes.

**Fiscal Impact:**

N/A

**City Administrator Comments:**

Recommend Support

**Community Engagement:**

N/A

**Strategic Goals:**

Goal 1 – Ensure Transparent and Accessible Governance

**Legal Review Required?**

Complete



# PETITION TO THE CITY OF HYATTSVILLE

## Action Petitioned for:

Traffic Calming device on Jefferson Street between 39th and 40th Avenues.

## Petition Summary & Background information:

The undersigned residents petition the city of Hyattsville to undertake a traffic study for the installation of a traffic calming device on the 3900 block of Jefferson Street. As reflected in residents' comments on the Hyattsville Transportation Plan Wiki ([wikimapping.net/wikimap/hyattsvilleTMP.html](http://wikimapping.net/wikimap/hyattsvilleTMP.html)), Jefferson Street is a cut through for commuters to access Route 1, and it draws many non-residents through the community. Cars travel at high speeds on the sections of Jefferson Street that do not currently have traffic calming measures installed. Parking is permitted on the south side of Jefferson Street, although damage to side-view mirrors and sides swipes is not uncommon due to high speeds and drivers neglecting to wait for oncoming traffic to pass. Drivers unsafely pass cars traveling at slower speeds on this section of Jefferson and fail to stop at the stop signs. There are many families with young children on Jefferson Street, and children from the wider area use Jefferson as a primary route to walk to the elementary and middle schools on the other side of town. The cross streets of 39th and 40th Avenues lead directly to Magruder Park used by community members of all ages. Because of the intersection of vulnerable populations and motor vehicles traveling at high speeds in this area, we respectfully request the consideration of a traffic calming measure(s) at this location.

Contact Person	Address	Phone #	Email Address
Corrie Pond			

#	Date	Printed Name	Signature	Address	Phone #
1	4/14/19	RYAN ORKUS	Ryan Orkus		
2	4/14/19	Laura Pillsbury	Laura Pillsbury		
3	04/16/2019	BENJAMIN LONGE	Benjamin Longe		
4	4/21/19	Janet Nackoney + Denian Ryback	Janet Nackoney + Denian Ryback		
5	4/21/19	JOSEF PRZYGRODA	Josef S. Przegrada		
6	4/21/19	Adrienne Wray	Adrienne Wray		

# PETITION TO THE CITY OF HYATTSVILLE

## Action Petitioned for:

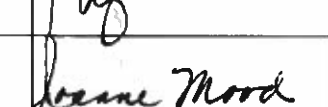
Traffic Calming device on Jefferson Street between 39th and 40th Avenues.

7	4/21/2019	Danny Schaeble	Danny Schaeble
8	4/23/19	Bruce Giegler	Bruce Giegler
9	4/27/19	Matt Higgins	Matt Higgins
10	4/27/19	Cynthia Way	Cynthia Way
11	4/27/19	Jason Ryggs	Jason Ryggs
12	4/30/19	Godson Ezeigbo	Godson Ezeigbo
13	5/4/19	Mark L Mazz	Mark L Mazz
14	May 4, 2019	Neil F Wilz	Neil F Wilz
15	May 4, 2019	James Clark Rebecca Clark	James Clark Rebecca Clark
16	5/4/19	Terri M Coppola	Terri M Coppola
17	5/4/19	Todd Petrus	Todd Petrus
18	6/1/19	Beecher Jackson	Beecher Jackson
19	6/1/19	Michelle Kucera	Michelle Kucera
20	6/2/19	Karen Everhart	Karen Everhart

# PETITION TO THE CITY OF HYATTSVILLE

## Action Petitioned for:

Traffic Calming device on Jefferson Street between 39th and 40th Avenues.

21	06/02		Ceola Loan PETER Loan		
22	6/2/19		BONNIE ADEPRINISTAR		
23	6/18/19		Elizabeth Clemmons		
24	6/19/19		Britt Jung		
25	6/19/19		Kelly Ugwu-Oja		
26	6/22/19		Joannie Mood		
27	6/28/19		Eileen Baird		
28					
29					
30					
31					
32					
33					
34					

Corrie Pond

June 24, 2019

**RE: Traffic study petition for Jefferson Street**

Laura Reams  
City Clerk  
City Building  
4310 Gallatin Street  
Hyattsville, MD 20781

Dear Ms. Reams,

Enclosed, you will find a completed petition from the residents of Jefferson Street between 38th and 41st Avenues. I believe that I have satisfied the 60% requirement for a petition of this kind. For your convenience, I have included a map of the area with the house numbers of each of the households in the impact area as well as their relevant position on the petition.

Please let me know if you have questions or need additional information. I look forward to the city's next step in making our community safer!

With warm regards,



Corrie Pond



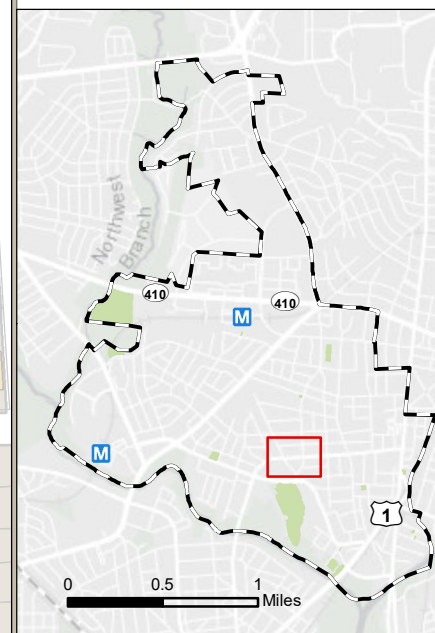
# Traffic Calming Request

## Jefferson St between 39th & 40th Ave

### Legend

-  Properties selection
-  Selected Street
-  City Boundary
-  Buildings
-  Parks
-  Properties
-  Metro Stations

Coordinate System: NAD 1983 StatePlane  
Maryland FIPS 1900 Feet

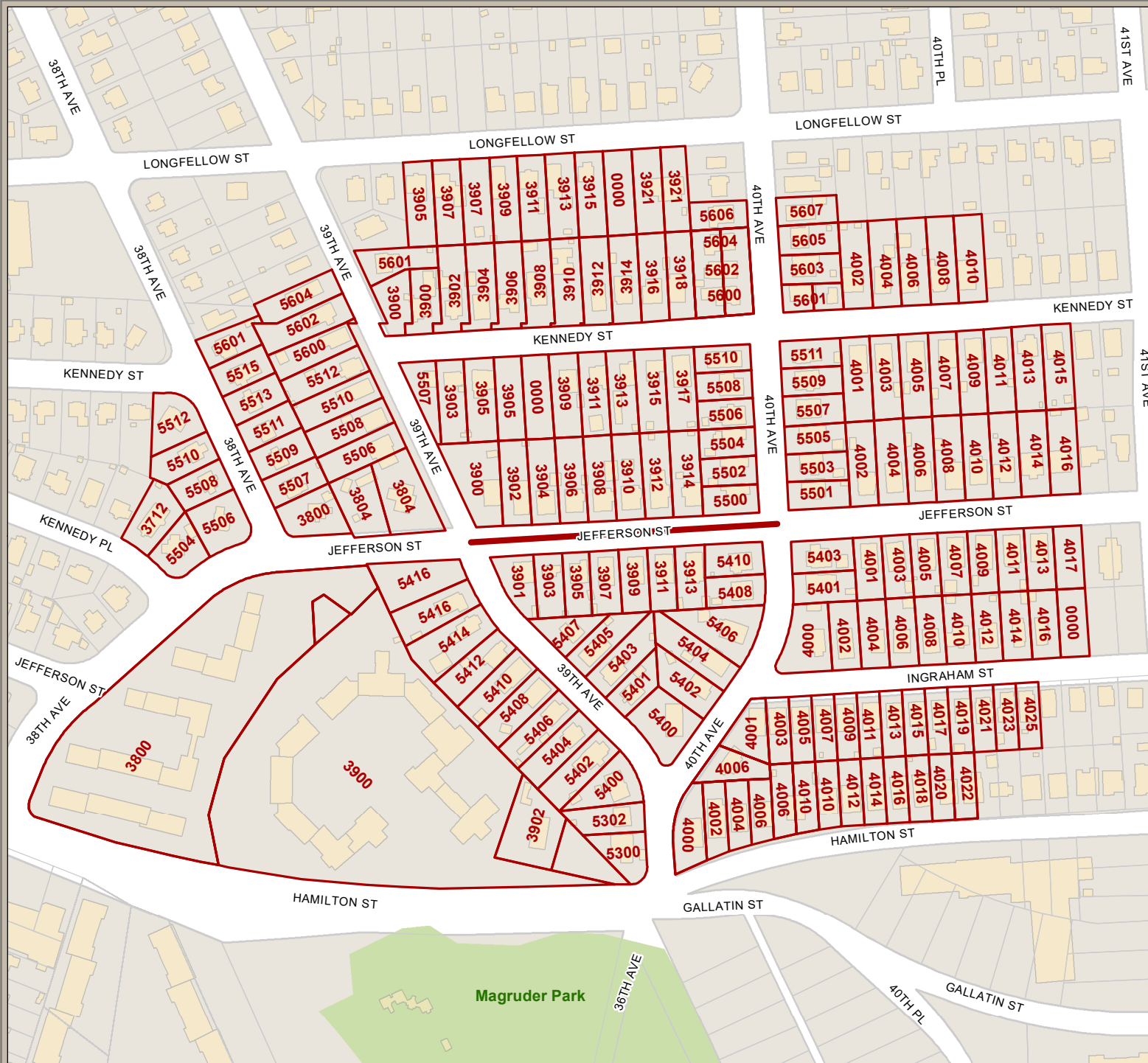


Map Produced by Taylor Robey  
July 10, 2019

Department of Community &  
Economic Development  
www.hyattsville.org  
(301) 985-5000



211



0 1.75 3.5 7 Miles

# PETITION TO THE CITY OF HYATTSVILLE

RECEIVED

JUN 26 2019

City of Hyattsville

## Petition Summary & Background Information:

(Please print, attach additional sheets as needed)

WE RESIDENTS OF THE 4200 BLOCK OF NICHOLSON STREET  
FEEL THAT MOTORISTS FREQUENTLY IGNORE THE  
SPEED LIMIT ON OUR BLOCK. A DOG WAS HIT BY  
SUCH A MOTORIST LAST YEAR, AND WE ARE CONCERNED  
FOR THE SAFETY OF CHILDREN ON THIS BLOCK.  
THERE ARE MORE THAN TEN CHILDREN UNDER 10 YEARS OLD  
ON THIS BLOCK.

## Action petitioned for:

(Please print) THE ACTION PETITIONED FOR MUST BE PRINTED ON EACH SIGNATURE PAGE

WE REQUEST THAT SPEED BUMPS BE INSTALLED  
ON THE 4200 BLOCK OF NICHOLSON STREET.

Contact Person	Address	Phone Number	Email Address
NEAL MORAN			

#	Date	Name (Please Print)	Signature	Address	Phone #
1	6/23/19	NEAL MORAN PEGGY YATES	Neal Moran Peggy Yates		
2	6/23/19	Pam McBae McBae McBae	Pam McBae Chuck McBae		
3	6/23/19	Janis Sloane	Jan Sloane		
4	6/23/19	Dennis Vacante Jeanne Vacante	Dennis Vacante Jeanne Vacante		
5	6/23/19	Stephanie Smyler	Stephanie Smyler		

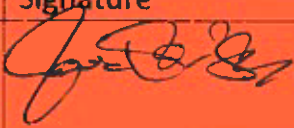
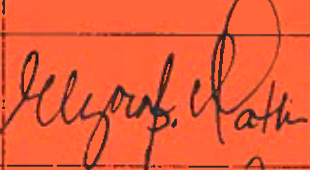
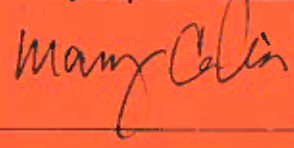
# PETITION TO THE CITY OF HYATTSVILLE

Action petitioned for:

(Please print) **THE ACTION PETITIONED FOR MUST BE PRINTED ON EACH SIGNATURE PAGE**

WE REQUEST THAT SPEED BUMPS BE INSTALLED  
ON THE 4200 BLOCK OF NICHOLSON STREET

RECEIVED  
 JUN 8 2023  
 City of Hyattsville

#	Date	Name (Please Print)	Signature	Address	Phone #
6	6/23	JAMIE Rodriguez			
7	6/23	ALESIA BORK			
8	6/23	David Meyer			
9	6/23	Elzora Watkins			
10	6/23	Mary Collins Stefan Woehlke			
11					
12					
13					
14					
15					
16					



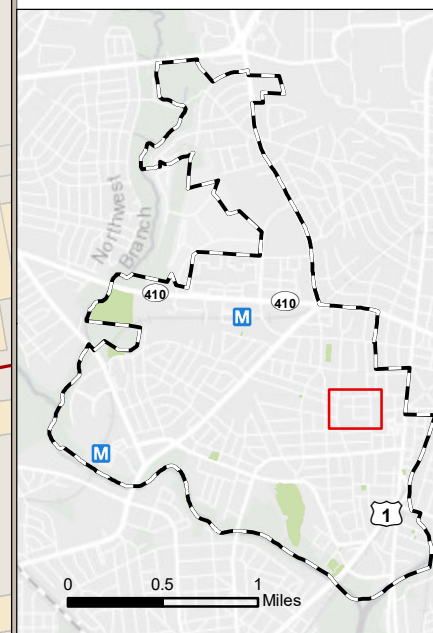
# Traffic Calming Request

Jefferson St (4200 block)

## Legend

-  Selected Properties
-  Selected Street
-  City Boundary
-  Buildings
-  Parks
-  Properties
-  Metro Stations

Coordinate System: NAD 1983 StatePlane  
Maryland FIPS 1900 Feet

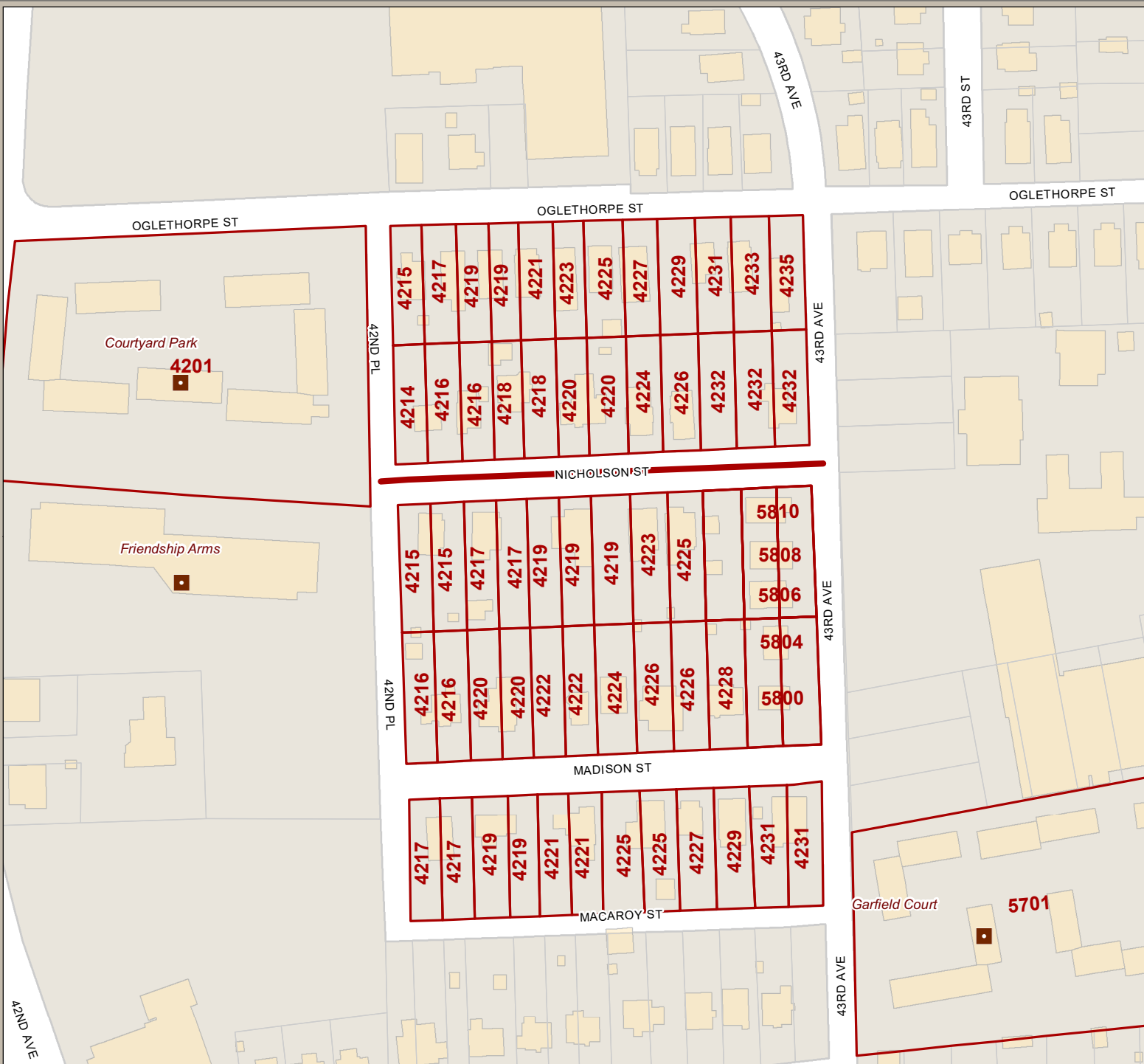


Map Produced by Taylor Robey  
July 16, 2019

Department of Community &  
Economic Development  
[www.hyattsville.org](http://www.hyattsville.org)  
(301) 985-5000



214





**§ 114-8. Traffic calming devices. [Added 8-1-94 by HB No. 8-94, Amended 2-21-95 by HB No. 8-94, 2-21-95 by HB No. 01-95, Amended on 3-27-11 by HO-2011-01]**

A. Definitions: As used in this Ordinance, all terms shall have the definitions and meanings provided in the Maryland Code Annotated, Transportation Article, unless otherwise indicated. The following terms shall have the meanings indicated:

(1) "Traffic calming device" is a physical device used to regulate, guide, slow, and/or control traffic, for the purpose of pedestrian and traffic safety. The term traffic calming device includes but is not limited to the following devices:

(a) Speed zones: an identifiable area of reduced speed, indicated by signage or otherwise.

(b) Speed humps: a raised or manually installed section of asphalt or other construction material constructed on a roadway, with a dip and crown shaped as viewed in cross section, on a base ordinarily twenty-two feet (22'), measured parallel to the curb of the roadway, and with a height not less than three (3) inches nor more than four (4) inches.

(c) Raised intersections: contrasting surfaces such as brick, cobblestones, concrete, or other construction material in place of street surfaces at the intersection of two streets.

(d) Traffic islands, circles and lateral shifts: physical barriers placed in the street to direct traffic in a specific direction including both temporary and permanent structures which do or do not contain landscaping.

(e) Rumble strips: physical devices attached to, or constructed in the road surface to provide contrast to the road surface in order to slow traffic.

(f) Chokers: a portion of the sidewalk extending out approximately six (6) to eight (8) feet into the street.

(2) "Unit block": unit block shall mean a subsection of, or a separate and distinct, but attached portion of a street, of no specific length or width, but which has been numerically designated and identified a part of that street. Each street may consist of numerous unit blocks.

(3) "Dwelling unit": one (1) or more rooms arranged for the use of one (1) or more individuals living together as a single housekeeping unit, with cooking, living, sanitary and sleeping facilities as defined by the Prince George's County Housing Code.

(4) "Eligible signature": the signature of an individual, over the age of eighteen (18), residing in a dwelling unit located on a street:

(A) upon which the installation of a traffic calming device is being considered, or

(B) within one (1) unit block of such streets upon where the installation of a traffic calming device is being considered for only a portion of such street, or

(C) that is only accessible over a street for which the installation of the traffic calming device is being considered and provides the only means of ingress and egress, or

(D) or in an area which the City Clerk pursuant to the discretion granted in subsection B (2) (b) determines should be surveyed.

Only one eligible signature per dwelling unit will be considered for any of the purposes set forth in this Ordinance.

## HYATTSVILLE CHARTER AND CODE

### B. Request for traffic calming device installation:

Requests for the installation of a traffic calming device may be made by petition subject to the following conditions.

(1) Residents of a street may request the installation of a traffic calming device by submitting a petition to the City Administrator containing eligible signatures from at least sixty percent (60%) of dwelling units located on the street, stating that such individuals want a traffic calming device. Such petition need not conform to the requirements in the Charter for petitions.

(2) If the traffic calming device is being requested for only a portion of a street, the petition containing at least sixty percent (60%) of eligible signatures must be circulated to individuals residing in dwelling units located on the unit block on which the traffic calming device will be installed and to individuals residing in dwelling units located within one (1) unit block of the block containing the requested installation site.

(a) If the street upon which the traffic calming device is to be installed provides the only means of ingress and/or egress for other streets, the petition containing at least sixty (60%) of eligible signatures must be circulated to the residents of such other streets.

(b) The City Clerk retains sole discretion to determine if residents of additional streets will be surveyed, based upon circumstances that could impact such residents.

(3) The City Clerk will validate petitions submitted to the City Administrator to determine that said petitions are in compliance with applicable provision of this Article. The City Clerk shall inform the City Council, petitioners, the City Administrator, Director of Public Works and the Police Chief, as to whether the petition complies with this Article. If the petition is in compliance, the department heads will jointly undertake to assess the location of the request and determine if a traffic calming device is in the interests of both best traffic engineering practice and public safety; and the Mayor who will schedule a public hearing in accordance with subsection C, below.

(4) The City Clerk shall develop and distribute a standardized “request for traffic calming device” petition form sufficient for use in accordance with this subsection.

### C. Procedures for public hearings on traffic calming device installations:

(1) Conduct of Public Hearing: the Mayor shall schedule a public hearing after being notified by the City Clerk in accordance with subsection B. (3) that the petition is valid.

(a) Notice of the hearing will be given to all residents of the street upon which the proposed traffic calming device is to be installed; and

(b) If the traffic calming device is being requested for only a portion of the street, notice will be given to residents of dwelling units located on the unit block on which the traffic calming device will be installed and also to individuals residing in dwelling units located within one (1) unit block of the block containing the requested installation site; and

(c) If the traffic calming device is to be installed on a street which provides the only means of ingress and/or egress for other streets, the notice will be given to residents of such other streets, by the following means:

(i) Publication in the Hyattsville Reporter or in a paper having circulation in the City.

(ii) Advertisement on the City of Hyattsville’s cable television channel.

## HYATTSVILLE CHARTER AND CODE

(2) Factors considered: The following factors shall be taken into consideration as guidance in determining whether to install a traffic calming device. The factors listed below shall not be considered exclusive.

(a) Whether the street where installation of a traffic calming device is proposed has a speeding problem, which has been identified through a combination of residents' complaints, police radar surveillance and ticketing practices, accident statistics, electronic traffic counts and/or a history of previous efforts to control speeding which cannot be alleviated in any way other than a traffic calming device. The Department of Public Works shall provide a report of the electronic traffic count data of the proposed street to determine the traffic and speed issues.

(b) Whether the street carries a sufficient volume of non-residential traffic in addition to the general residential traffic, so that the requested traffic calming device is appropriate.

(c) The impact of a traffic calming device on public transportation, police and fire apparatus.

(d) The impact of a traffic calming device on adjacent neighborhoods.

(3) Decision: The Mayor and City Council will announce their decision to approve, approve with modifications, or deny the requested traffic calming device within fifteen (15) days of the close of the hearing unless, due to extraordinary circumstances, the time limit is extended by majority vote of the City Council.

(4) Notification of decision: The petitioners will be notified of the decision of the Mayor and City Council by the City Clerk and the decision will be published in the Hyattsville City Council Meeting Minutes.

### D. Procedures for removing a traffic calming device installation:

(1) A request for removal of a traffic calming device, installed pursuant to subsection C above, may be by petition containing eligible signatures from sixty percent (60%) of the dwelling units located on the street upon which the traffic calming device has been installed or

(2) If the traffic calming device has been installed for only a portion of the street, the petition requesting removal may be signed by eligible signatures from sixty percent (60%) of the dwelling units located on the unit block on which the traffic calming device was installed and dwelling units located within one (1) unit block of the requested removal site; or

(3) If the traffic calming device has been installed on a street that provides the only means of ingress and/or egress for other streets, the petition requesting removal may be signed by eligible signatures from sixty percent (60%) of the dwelling units located on the street and such other streets.

(4) No petition will be considered until six (6) months have elapsed since the initial installation of the traffic calming device.

### E. Miscellaneous:

(1) Placement of traffic calming device near schools, parks and playgrounds: the Mayor and Council may initiate the installation of traffic calming device on streets adjacent to neighborhood parks, playgrounds, and schools or on commercial areas.

(2) Authority of City over traffic calming devices.

## HYATTSVILLE CHARTER AND CODE

(a) Nothing in these guidelines shall be construed as preempting the City, at its initiative, from installing, altering, maintaining or removing a traffic calming device installation. The City Administrator will notify, pursuant to the notice provisions stated in subsection c. above, the appropriate affected residents of the proposed changes regarding a traffic calming device.

### F. Installation and maintenance:

(1) In the regulation and supervision of traffic, the Public Works Director is authorized to construct, install, place, erect, and maintain upon the public highways of the City those traffic calming device installations and proper signage as the Mayor and Council have or may direct at the locations designated by the Mayor and Council.

(2) All speed humps installed pursuant with this Ordinance shall ordinarily:

(A) Consist of one (1) or more speed humps spaced every two hundred (200) to five hundred (500) feet along public street or alley;

(B) Not be placed within two hundred (200) feet of a stop sign unless required by special circumstances as determined by the Director of Public Works; and

(C) Be painted with distinctive markings which should include reflective paint or tape.

(3) Warning signs marked “speed humps” shall be placed on the right hand side of the street at the approach to each speed hump.

### **§ 114-9. Speed monitoring systems. [Rewritten on 3-27-11 by HO-2011-01, Amended 3-18-13 by HO-39-03-13, Amended 8-4-14 by HO 2014-06]**

A. A “speed monitoring system,” as defined in Maryland law, means a device with one or more motor vehicle sensors producing recorded images of motor vehicles traveling at least twelve (12) miles per hour above the posted speed limit.

B. No more than ten (10) school zone speed monitoring systems as outlined in §21-809 of the Transportation Article of the Annotated Code of Maryland are hereby authorized at locations, determined by the Chief of Police or his/her designee after consultation with and agreement of the City Administrator, in school zones within the City, as established under §21-803.1 of the Transportation Article of the Annotated Code of Maryland.

C. Before activating a speed monitoring system in any school zone at any location where such a system had not been previously moved or placed, the City shall:

1. Publish notice of the location(s) of the speed monitoring system(s) on the City website and in a newspaper of general circulation within the City; and

2. Ensure that each sign that designates a school zone has in close proximity to it a sign that indicates that speed monitoring systems are in use in the school zone and that the signage is in accordance with the manual for and that the specifications for a uniform system of traffic control devices adopted by the State Highway Administration.

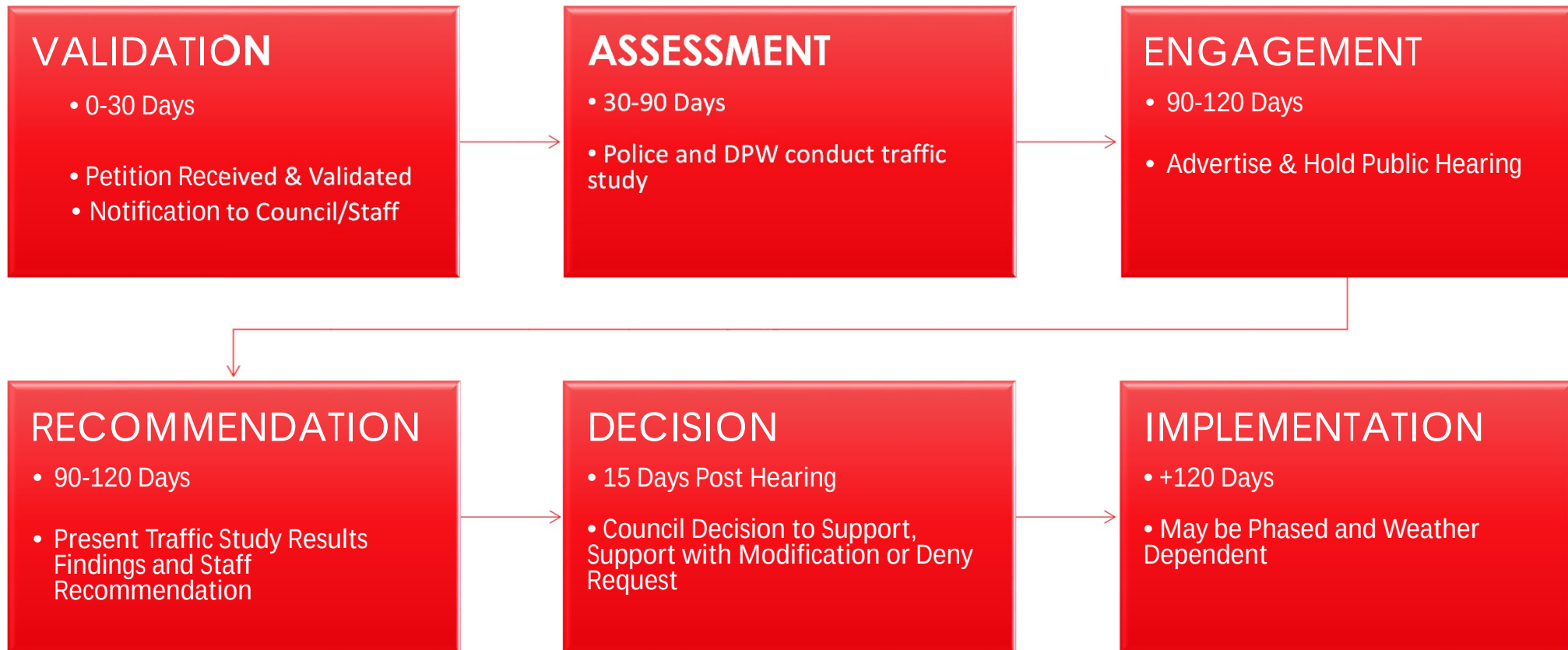
D. The City shall name a City employee as Program Administrator to oversee the contract with the speed monitoring system contractor and shall also name another City employee who has not been involved in monitoring system citations, to investigate and respond to questions or concerns about the City’s speed monitoring systems as outlined in §21-809(b)(1)(ix) of the Transportation Article.

E. Unless otherwise provided by law, the school zone speed monitoring system may operate





# TRAFFIC CALMING PROCEDURES





## Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019  
Submitted by: Hal Metzler  
Submitting Department: Public Works  
Item Type: Budget  
Agenda Section:

### **SUBJECT**

FY20 Special Revenue Funds Budget Amendment and Appropriation of FY18 Unencumbered Grant Fund Balance

### **HCC-7-FY20**

#### **Recommendation:**

I move that the Mayor and Council amend the FY20 Special Revenue Funds budget and appropriate \$15,784 in remaining FY18 unencumbered grant funding for continuation of lower Ward 1 stormwater study.

#### **Sponsor(s):**

At the Request of the City Administrator

#### **Co-Sponsor(s):**

N/A

### **ATTACHMENTS**

#### **Summary Background:**

The City was awarded a Coastmark grant in 2017 and have been granted an extension until Sept 2019 to exhaust the remaining grant balance.

#### **Next Steps:**

Issue a new contract and authorize the expenditure

#### **Fiscal Impact:**

\$15,784

#### **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 5, 2019  
Submitted by: Laura Reams  
Submitting Department: City Clerk  
Item Type: Appointment  
Agenda Section:

### SUBJECT

Appointments to the Hyattsville Environment Committee

**HCC-55-FY20**

### Recommendation:

I move that the Mayor and Council reappoint Megan Haidet (Ward 1) and appoint Patrice Woods (Ward 3) to the Hyattsville Environment Committee for a term of 2 years to expire on March 18, 2021.

### Sponsor(s):

Haba

### Co-Sponsor(s):

Schaible

### ATTACHMENTS

[HEC Application_Gaetaniello_W1_redacted.pdf](#)

[HEC Application_Webster_W4_redacted.pdf](#)

### Summary Background:

Please see attached applications.

### Next Steps:

The staff liaison for HEC Committee will reach out to the appointees to invite them to attend the next meeting.

### Fiscal Impact:

N/A

### City Administrator Comments:

Recommend Support

### Community Engagement:

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

### Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

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

### Legal Review Required?

N/A

**Board, Committee and Commission Application**

---

**Profile**

Armando

First Name

Gaetaniello

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

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

*

☒ Ward 1

Primary Phone

Alternate Phone

**Which Boards would you like to apply for?**

---

Hyattsville Environment Committee: Submitted

**Referred By:**

---

Dawn Taft

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

---

Armando has decided long ago that he couldn't sit idle while watching the climate emergency go unchecked and impact the most vulnerable communities. He has an M.Sc. in Global Environmental Change Management (in Germany) that completes his B.A. in Human Geography (in Italy). In the past he advocated for stronger climate policies and sustainable food systems. He's committed to provide equal opportunities to Marylanders to participate in local clean energy, and he does so through community shared solar. He's excited that solar energy can finally be brought to the scale we need and drastically reduce CO2 emissions. Armando lives in Ward 1 and enjoys gardening and all outdoorsy activities.



**Board, Committee and Commission Application**

---

**Profile**

Eli

First Name

Webster

Last Name

Email Address

Street Address

City

Suite or Apt

State

Postal Code

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

*

☒ Ward 4

Primary Phone

Alternate Phone

**Which Boards would you like to apply for?**

---

Hyattsville Environment Committee: Submitted

**Referred By:**

---

Danny Schaible

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

---

I recently moved to Hyattsville (Ward 4) and am looking for a way to get involved in the community. I work in the environmental field and have been enjoying Hyattsville's bike paths and parks, so joining the environment committee seems like a great fit for me. I'm particularly interested in reducing waste/recycling and increasing compost availability for Hyattsville households.



## Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019  
Submitted by: Laura Reams  
Submitting Department: City Clerk  
Item Type: Charter Amendment  
Agenda Section:

### SUBJECT

Charter Amendment Resolution 2019-02 (5 minutes)

### HCC-45-FY20

#### Recommendation:

I move that the Mayor and Council adopt Charter Amendment Resolution 2019-02, a Resolution Amending the City of Hyattsville's Charter to Address Procedural Difficulties Encountered by the Compensation Review Committee as a Result of Hyattsville's Staggered Elections, while Ensuring that the State Constitutional Requirement Barring an Elected Official from Voting on Any Change to the Official's Salary is Met (INTRODUCTION AND ADOPTION).

#### Sponsor(s):

At the Request of the City Administrator

#### Co-Sponsor(s):

N/A

#### ATTACHMENTS

[Resolution_-_Amending_Charter_-Compensation_Review_Committee_8.1.19.docx](#)

[Memo City Attorney to Mayor and Council - 2019 CRC & Charter Amendment 4.11.19.docx](#)

#### Summary Background:

During the 2019 Compensation Review Process areas were identified in the Charter that needed clarification. The City Attorney drafted an amendment to the City Charter to clarify procedures relating to the Compensation Review Committee and the compensation review process for the Mayor and Council. The City Attorney presented the Resolution at the Council Meeting of April 15. A Public Hearing was held on May 6 and the Council adopted the Resolution on May 6.

Due to a clerical error, the required legal notification for the adoption of the Resolution was not posted, invalidating the Resolution. Per State law the Council must hold another Public Hearing on the proposed Charter Amendment and affirmatively adopt the Charter Amendment Resolution again.

#### Next Steps:

By law, a public hearing is required for all Charter Amendment Resolutions. The Public Hearing will be held prior to the Council meeting on August 5, 2019 at 7:30 p.m. The Council is anticipated to take action on the Resolution at the Council Meeting of August 5, 2019. Charter Amendments are effective 50 days after adoption. The effective date for this Resolution is September 24, 2019.

#### Fiscal Impact:

N/A

#### City Administrator Comments:

For review and approval.

**Community Engagement:**

Notice of the Public Hearing was published on the City's website and in the Hyattsville Reporter 21 calendar days prior to the scheduled hearing as required by State law.

Upon adoption, a fair summary of the Charter Amendment Resolution will be published in the Prince George's Sentinel for four (4) weeks prior to the effective date. The effective date of the resolution is September 24, 2019.

**Strategic Goals:**

Goal 1 – Ensure Transparent and Accessible Governance

**Legal Review Required?**

Complete

CHARTER AMENDMENT RESOLUTION 2019-02

**A Resolution Amending the City of Hyattsville's Charter to Address Procedural Difficulties Encountered by the Compensation Review Committee as a Result of Hyattsville's Staggered Elections, while Ensuring that the State Constitutional Requirement Barring an Elected Official from Voting on Any Change to the Official's Salary is Met.**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HYATTSVILLE, MARYLAND,** adopted pursuant to the authority of Article XI-E of the Constitution of Maryland and Title 4, Subtitle 3 of the Local Government Article of the Annotated Code of Maryland (2013 Edition, as amended), to amend the Charter of the said City, said Charter being a part of the public local laws of Maryland (1963 Edition, as amended), which Article contains in whole or in part the Charter of the City of Hyattsville, Maryland, whereby the Mayor and City Council seek to amend the City Charter to provide clarity and flexibility for the public, the City's Compensation Review Committee, and for the Mayor and Council with respect to the compensation review process.

**WHEREAS,** the Mayor and Council recognize and agree with the prohibition on an elected official voting to alter the elected official's compensation during the official's term of office; and

**WHEREAS,** the Mayor and Council perceive that the City's staggered council elections combined with the above stated prohibition create unintended challenges for the City's Compensation Review Committees; and

**WHEREAS,** the Mayor and Council seek to address this issue by amending the language in the Charter to provide needed flexibility and clarity for the Compensation Review Committee; and

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

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

Section 1: That Section C2-6.1 of the Charter of the City of Hyattsville, Maryland, be amended as follows:

**§ C2-6.1. Compensation Review Committee. [Amended 3-3-08 by HR 2008-07, Amended 2-19-15 by HR 2015-02]**

A. ~~Every four (4) years,~~ At least one hundred and eighty (180) days prior to a every regular mayoral election, the Mayor shall appoint, with Council approval, a seven person compensation review committee whose membership shall be comprised of at least one member from each Ward of the City, to review and make recommendations for the compensation of both the Mayor ~~to be~~ elected in the next municipal election and all City Councilmembers ~~serving during that upcoming~~



1 ~~four-year term~~ who shall serve within the period of recommendation as determined elsewhere in  
2 this section. The ~~Compensation Review~~ ~~Committee~~ shall make its recommendation as to any  
3 compensation increase, decrease, or lack of change, in the existing compensation to the Mayor and  
4 City Council at least ninety (90) days prior to the election. The Mayor and Council shall have no  
5 power to alter or amend the ~~Commission~~ committee's recommendation, but shall either accept or  
6 reject it, by motion, resolution, or ordinance. Regardless of how any recommendation is accepted,  
7 the salaries of the Mayor and Council shall be set by ordinance as required by sections C2-5 and  
8 C2-6 of the City's Charter.

9 B. In order to ensure no elected official is voting to alter his or her own compensation, the  
10 committee shall begin its review with the fiscal year commencing on the first day of July following  
11 each regular mayoral election or on the first day of July following the expiration of the current  
12 compensation period. The length of time covered by the committee's recommendation to the  
13 Mayor and Council shall be no less than (3) three fiscal years and no more than (6) six fiscal years.  
14 The length of the committee's recommendation shall be governed by:

15 (1) the need to avoid having an elected official vote on his or her own salary, being mindful  
16 of the staggered Council terms,

17 (2) the expiration date of any existing period covered by an enactment based upon a  
18 recommendation of a committee, and

19 (3) keeping the period of recommendation as short as possible so as not to undermine the  
20 input of the next committee.

21 Section 2: That the date of the adoption of this Resolution is **August 5, 2019**, and that the  
22 amendment to the Charter of the City of Hyattsville hereby proposed by this enactment shall  
23 become effective on **September 24, 2019**, unless a proper petition for a referendum hereon shall  
24 be filed by **September 14, 2019**, and that an exact copy of this Resolution shall be posted at the  
25 main municipal building and a fair summary of the Amendment shall be published in a newspaper  
26 having general circulation in the City not less than four (4) times at weekly intervals by **September**  
27 **14, 2019**.

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

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

1           **INTRODUCED** by the Mayor and City Council of the City of Hyattsville, Maryland, at a  
2 Regular Meeting on **August 5, 2019**, at which meeting copies were available to the public for  
3 inspection, and at which time a public hearing took place.

4           **ADOPTED** by the Mayor and City Council of the City of Hyattsville, Maryland, at a  
5 Regular Meeting on **August 5, 2019**, at which meeting copies were available to the public for  
6 inspection.¹

Adopted: _____

Attest: _____  
Laura Reams, City Clerk

_____  
Candace B. Hollingsworth, Mayor

7  
8  
9   [-] indicate deletions

10 Underline/**bold**/**CAPS** indicate additions/amendments to additions

11  
12  
  

---

¹ The Mayor and Council previously adopted a similar version of this Resolution in May, 2019. Subsequent to that adoption, the statutorily mandated posting requirement was not met. The City Attorney determined that the amendment process which began in May was defective and that the process must begin anew.

**From:** City Attorney, City of Hyattsville

**To:** Mayor and Council, City of Hyattsville

**Date:** April 11, 2019

**Subj:** Compensation Review Committee Charter Change

**MEMO**

The Chairperson for the 2019 Compensation Review Committee raised a number of questions related to the language in § C2-6.1 of the Charter, which establishes the CRC and outlines the nature of its review. The questions raised concerned the scope of the CRC's review and the length (in terms of fiscal years) of its recommendation. Underlying the concerns are the prohibition on elected officials voting on their own salary increases and the nature of the staggered terms in Hyattsville.

In my view, there is potential for these questions to arise every four years unless the language of the Charter is amended to account for the impact of the staggered terms on the period of review undertaken by the CRC. The proposed Charter Amendment seeks to take that into account by building flexibility into the process. I also took the opportunity to clean-up language in § C2-6.1 and make it consistent with the two proceeding sections which require your salaries to be enacted by ordinance.



## Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019  
Submitted by: Jim Chandler  
Submitting Department:  
Item Type: Planning & Development  
Agenda Section:

### SUBJECT

Zoning Variance Request V-70-19 – 3423 Rutgers Street, Hyattsville (10 minutes)

### HCC-50-FY20

#### Recommendation:

I move the City Council authorize the Mayor to provide letter to the Prince George's County Board of Zoning Appeals, in support of a zoning variance, for the subject property at 3423 Rutgers Street, Hyattsville, permitting: (1) variance of 5-foot front building line width and (2) the applicant's request waiver of the parking area location requirement with the condition that the applicant shall submit to the Board of Zoning Appeals a revised site plan which incorporates pervious surface materials and a total front yard impervious surface lot coverage that shall not exceed 30%. If the applicant is unable to comply with the conditions of the City's support, the City shall either oppose the variance or request the Board of Zoning Appeals hold the record open until the applicant can prepare and submit a revised site plan.

#### Sponsor(s):

At the Request of the City Administrator

#### Co-Sponsor(s):

N/A

#### ATTACHMENTS

[Memo - V-70-19 FINAL.docx](#)

[Notice of Hearing V-70-19.pdf](#)

[Application V-70-19.pdf](#)

[Plans.pdf](#)

[ROMERO PORCH.pdf](#)

[IMG_4377.jpeg](#)

#### Summary Background:

The applicants, Jose and Esmeralda Romero, have applied to the Prince George's County Board of Zoning Appeals for a zoning variance with regards to a proposed 10' x 26' driveway extension in the front yard of their property as well as the construction of a 6' x 26' covered front porch. Specific violations of the Zoning Ordinance are outlined below:

- Section 27-442(e)(Table IV) states each lot shall have a front yard at least 25 feet in depth.
- Section 27-120.01(c) prescribes that no parking space, parking area, or parking structure other than a driveway no wider than its associated garage, carport, or other parking structure may be built in the front yard of a dwelling in the area between the front street line and the sides of the dwelling.



A variance of 5 feet front yard depth and waiver of the parking area location requirement are being requested.

The property is zoned R-55 Property Zone within the University Hills Neighborhood and is located within Residential Parking Zone 12. The subject property is a one-story brick dwelling located on Rutgers Street. The property has an approximate 10' x 26' existing driveway, which the applicant hopes to double in size with an additional 10' x 26'.

The applicant's front yard is approximately 1,707.42 square feet and includes a 260 square foot impervious surface driveway, representing 15.23% of the front yard area. The applicant's request for an additional 260 square foot addition to the existing driveway and the construction of a 156 square foot front porch will increase the impervious surface area of the front yard to approximately 39.59%, exceeding the City's restriction of 25%.

The property owner has provided the City with a statement of justification narrative the proposed changes. Consistent with the City's Variance Policy, staff concludes that a front yard lot coverage greater than 30% is not warranted.

**Next Steps:**

The variance is scheduled for Board of Zoning Appeals review on Wednesday, August 7, 2019.

**Fiscal Impact:**

N/A

**City Administrator Comments:**

Staff is concerned with the scale of the proposed impervious surface to the front yard, the applicant shall provide a revised site plan which incorporates pervious surface materials into the driveway/driveway expansion and includes the addition of a French drain or other stormwater mitigation measure. The total front yard impervious surface lot coverage shall not exceed 30% and shall include any existing front yard impervious surfaces. The applicant is subject to a City of Hyattsville driveway construction permit prior to making these proposed improvements.

Staff recommends the City Council support the applicant's variance request of 5-foot front building line width and the applicant's request waiver of the parking area location requirement, provided the applicant revises its site plan to reflect the conditions adopted by the City Council. If the applicant is unable to incorporate revisions to its site plan to align with the City's variance policy, Staff recommends the City Council not support V-70-19.

**Community Engagement:**

The property was posted, as is required by the Board of Zoning Appeals.

**Strategic Goals:**

Goal 3 – Promote a Safe and Vibrant Community

**Legal Review Required?**

N/A



# Memo

To: Jim Chandler, Assistant City Administrator and Director, Community & Economic Development

From: Kate Powers, City Planner

CC: Tracey Nicholson, City Administrator

Date: July 31, 2019

Re: Zoning Variance Request V-70-19 – 3423 Rutgers Street, Hyattsville

Attachments: Application for Variance (Appeal No. V-70-19)  
City of Hyattsville Variance Policy

---

The purpose of this memorandum is to provide the Director of Community & Economic Development with a briefing on the Zoning Variance request V-70-19, for the property located at 3423 Rutgers Street, Hyattsville, MD, 20782.

## Summary of Variance Conditions:

The applicants, Jose and Esmeralda Romero, have applied to the Prince George's County Board of Zoning Appeals for a zoning variance with regards to a proposed 10' x 22' driveway extension in the front yard of their property as well as the construction of a 6' x 26' covered front porch. Specific violations of the Zoning Ordinance are outlined below:

- Section 27-442(e)(Table IV) states each lot shall have a front yard at least 25 feet in depth.
- Section 27-120.01(c) prescribes that no parking space, parking area, or parking structure other than a driveway no wider than its associated garage, carport, or other parking structure may be built in the front yard of a dwelling in the area between the front street line and the sides of the dwelling.

A variance of 5 feet front yard depth and waiver of the parking area location requirement are being requested.

The property is zoned R-55 Property Zone within the University Hills Neighborhood and is located within Residential Parking Zone 12. The subject property is a one-story brick dwelling located on Rutgers Street. The property has an approximate 10' x 26' existing driveway, which the applicant hopes to increase in size with an additional 10' x 22'.

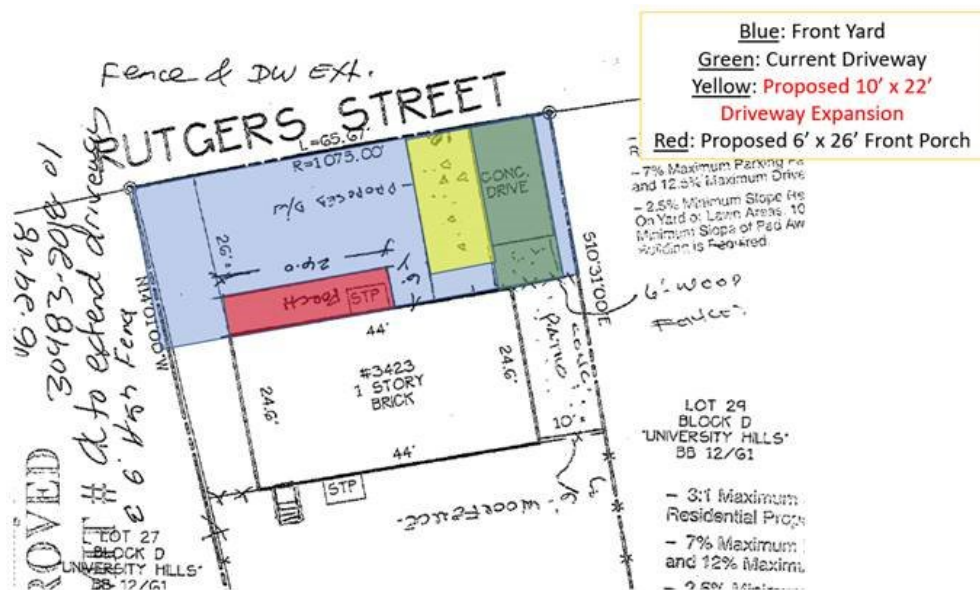
Per §68-8 of the City Code – Impervious surfaces on residential properties: A. Notwithstanding the Prince George’s County Code provisions related to impervious surface coverage, the impervious surface area of the front yard of any residential property in the City of Hyattsville shall not exceed twenty-five percent (25%) of the total area of the front yard.

**Definitions:**

“Front yard” shall mean in addition to the definition in this Chapter, that for buildings on corner lots where the building faces an intersection rather than either of the streets, the front yard shall be the triangular area between the paved streets and a line drawn across that side of the building nearest the street and facing the intersection.

“Impervious surface” shall include, but not be limited to, concrete, asphalt, pavers, brick and gravel, and all paved and prepared drivable surfaces pursuant to §114-72.1 of this Code. Non-drivable surfaces, including a sidewalk no wider than 42”, shall not be counted as impervious surface for purposes of this subsection.

The applicant’s front yard is approximately 1,707.42 square feet and includes a 260 square foot impervious surface driveway, representing 15.23% of the front yard area. The applicant’s request for an additional 220 square foot addition to the existing driveway and the construction of a 156 square foot front porch will increase the impervious surface area of the front yard to approximately 37.25%, exceeding the City’s restriction of 25%.



Element	Length (ft)	Width (ft)	Area (sq ft)
Front Yard (Total)	65.67	26	1707.42
Porch	26	6	156
Driveway (old)	10	26	260
Driveway (new)	10	22	220

The property owner has provided the City with a statement of justification narrative the proposed changes. Consistent with the City's Variance Policy, staff concludes that a front yard lot coverage greater than 30% is not warranted.

Recommendation:

Staff is concerned with the scale of the proposed impervious surface to the front yard, the applicant shall provide a revised site plan which incorporates pervious surface materials into the driveway/driveway expansion and includes the addition of a French drain or other stormwater mitigation measure. The total front yard impervious surface lot coverage shall not exceed 30% and shall include any existing front yard impervious surfaces. The applicant is subject to a City of Hyattsville driveway construction permit prior to making these proposed improvements.

Staff recommends the City Council support the applicant's variance request of 5-foot front building line width and the applicant's request waiver of the parking area location requirement, provided the applicant revises its site plan to reflect the conditions adopted by the City Council. If the applicant is unable to incorporate revisions to its site plan to align with the City's variance policy, Staff recommends the City Council not support V-70-19.





# THE PRINCE GEORGE'S COUNTY GOVERNMENT

235

BOARD OF ZONING APPEALS

BOARD OF ADMINISTRATIVE APPEALS

COUNTY ADMINISTRATION BUILDING, UPPER MARLBORO, MARYLAND 20772  
TELEPHONE (301) 952-3220

## NOTICE OF HEARING

Date: July 23, 2019

Petitioners: Jose and Esmeralda Romero

Appeal No.: V-70-19

Hearing Date: WEDNESDAY, AUGUST 7, 2019, AT 6:00 P.M. **EVENING**

Place: Zoning Hearing Room #L205  
County Administration Building, Upper Marlboro, Md.

Appeal has been made to this Board for permission to construct a covered porch and extend the driveway on R-55 Zoned (One-Family Detached Residential) property known as Lot 28, Block D, University Hills Subdivision, 3423 Rutgers Street, Hyattsville, Prince George's County, Maryland, contrary to the requirements of the Zoning Ordinance.

The specific violation resides in the fact that Zoning Ordinance Section 27-442(e)(Table IV) prescribes that each lot shall have a front yard at least 25 feet in depth. Section 27-120.01(c) prescribes that no parking space, parking area, or parking structure other than a driveway no wider than its associated garage, carport, or other parking structure may be built in the front yard of a dwelling in the area between the front street line and the sides of the dwelling. A variance of 5 feet front yard depth and waiver of the parking area location requirement are requested.

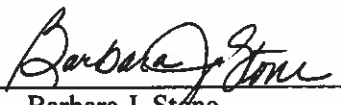
Public hearing on this Appeal is set for the time and place above stated. **Petitioner, or counsel representing Petitioner, should be present at the hearing. A Petitioner which is a corporation, limited liability company, or other business entity MUST be represented by counsel, licensed to practice in the State of Maryland, at any hearing before the Board. Any non-attorney representative present at the hearing on behalf of the Petitioner (or any other person or entity) shall not be permitted to advocate.**

Adjoining property owners, who are owners of premises either contiguous to or opposite the property involved, are notified of this hearing in order that they may express their views if they so desire. However, their presence is not required unless they have testimony to offer the Board.

If inclement weather exists on hearing date, please contact the office to ascertain if hearing is still scheduled.

BOARD OF ZONING APPEALS

By:

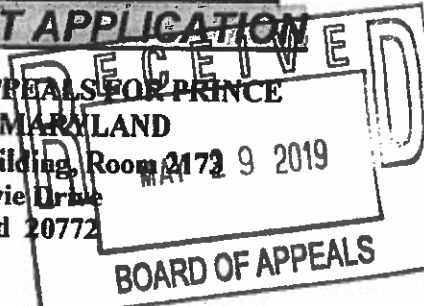
  
Barbara J. Stone  
Administrator

cc: Petitioners  
Adjoining Property Owners  
Park and Planning Commission  
City of Hyattsville

**(USE BLACK INK ONLY)**

**PLEASE READ ALL INSTRUCTIONS  
BEFORE FILLING OUT APPLICATION**

**TO: BOARD OF ZONING APPEALS FOR PRINCE  
GEORGE'S COUNTY, MARYLAND**  
County Administration Building, Room 2172 9 2019  
14741 Governor Oden Bowie Drive  
Upper Marlboro, Maryland 20772  
(301) 952-3220



Filing Fee Paid: \$ 200.00  
CK/M.O. # 25614088291  
By: Jose Romero  
5806 10th Place  
Hyattsville MD 20782  
Sign Posting Fee Paid: \$ 30.00  
CK/M.O. # 25614088402  
By: Same  
APPEAL NO. V-7D-19  
(OFFICE USE ONLY)

**APPLICATION FOR A VARIANCE  
FROM STRICT APPLICATION OF THE ZONING ORDINANCE**

*(If variance is being applied for due to receipt of a Violation Notice, a copy of the notice is required.)*

Owner(s) of Property Jose A. Romero, Esmeralda C. Romero, Wendy J. Romero  
(AS SHOWN ON DEED)

Address of Owner(s) 3423 Rutgers ST.

City Hyattsville State MD Zip Code 20783

Telephone Number (home) 240 688 0306 (cell) 240-535-8699 (work) _____

E-mail address: romero.wendy16@gmail.com

Attorney/engineer/contractor name address and telephone number (applicant if different from above): (circle one)

Jose A. Romero  
3423 Rutgers ST. Hyattsville MD 20783 240 535 8699

For assistance in completing questions below, see corresponding paragraphs on *Instructions to Applicants*, which is designed to help you fill out this form. **SUBMITTED SITE PLANS/PLATS MUST BE DRAWN TO SCALE BY A CERTIFIED ENGINEER, SURVEYOR OR ARCHITECT (WITH OFFICIAL SEAL OR STATE OF MARYLAND REGISTRATION NUMBER SHOWN ON THE SITE PLAN/PLAT) AND MUST SHOW ALL STRUCTURES (TO INCLUDE ALL DIMENSIONS AND NUMBER OF STORIES) AS WELL AS OFF-STREET PARKING AND ANY PROPOSED CONSTRUCTION ON THE PROPERTY. THE PLAN MUST NOTE THE SCALE, THE LOT SIZE, THE LEGAL DESCRIPTION AND A NORTH ARROW.**

Location of Property involved: a) Street Address 3423 Rutgers ST.

City Hyattsville

b) Lot(s) 28 Block D Parcel _____

Subdivision Name University Hills

c) Association Name(s) & Address(es) (Homeowners/Citizens/Civic and/or Community):

N/A

d) Municipality (Incorporated City/Town) Name Hyattsville

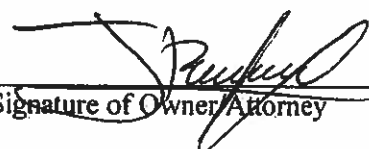
What will be/has been constructed on the property? (Variance(s) Required) 6' x 26' Front

Porch 10' x 26' Driveway Extension Proposed

Do you need the services of a foreign language interpreter at your hearing? (Additional \$30 fee required)

Yes ☐ No ☒

Foreign Language: _____

  
Signature of Owner/Attorney

Jose A. Romero  
Printed Name

**IMPORTANT:** Failure to provide complete and accurate information on this application may delay or jeopardize consideration of the request. Applications on which all required information is not furnished will be returned for completion before processing. Filing fees must be made payable to Prince George's County and sign posting fees must be made payable to M-NCPPC. Approval of a variance is not a guarantee that further review will not be necessary by other governmental authorities. For further information regarding Board of Zoning Appeals policies and procedures, see Sections 27-229 through 27-234 of the County Zoning Ordinance and/or the Board's website at <http://pgccouncil.us/>.

## FOR COUNTY USE ONLY

Property Zone: R-55 Overlay Zone: _____

Has the property in question ever been subject to previous Board, County Council or Zoning Hearing Examiner action? _____ If so, give Case No.(s)/Decision Date(s) _____

Is the property subject to any action by the Planning Board? _____

If so, what type of action? _____

Variance(s) requested: _____

**FOR A LIST OF ALL NAMES AND MAILING ADDRESSES OF ADJOINING PROPERTY OWNERS AND OTHER PARTIES, PLEASE SEE THE PERSONS OF RECORD LIST**

PREPARED FOR:

# SMS Title & Escrow

703.941.1036

Approved for Soils, Grading  
and Drainage

By: *[Signature]*

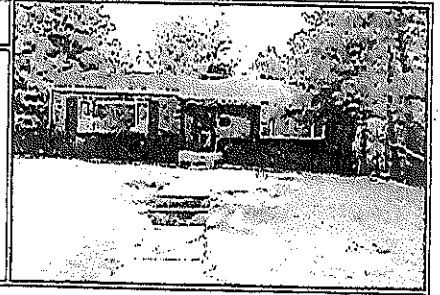
Date

Permit #:

*6/29/18*  
*30483-2018-01*  
*Fence & DW EXT.*

SHEET 1 OF 2

This is a two page  
document and is not  
valid without both  
pages. See page two  
(or reverse) for  
Survey Notes.



*Sub*  
*6-29-18*  
*30483-2018-01*  
*8-15-18*  
*10-10-18*  
*11-15-18*  
*12-15-18*  
*1-15-19*  
*2-15-19*  
*3-15-19*  
*4-15-19*  
*5-15-19*  
*6-15-19*  
*7-15-19*  
*8-15-19*  
*9-15-19*  
*10-15-19*  
*11-15-19*  
*12-15-19*  
*1-15-20*  
*2-15-20*  
*3-15-20*  
*4-15-20*  
*5-15-20*  
*6-15-20*  
*7-15-20*  
*8-15-20*  
*9-15-20*  
*10-15-20*  
*11-15-20*  
*12-15-20*  
*1-15-21*  
*2-15-21*  
*3-15-21*  
*4-15-21*  
*5-15-21*  
*6-15-21*  
*7-15-21*  
*8-15-21*  
*9-15-21*  
*10-15-21*  
*11-15-21*  
*12-15-21*  
*1-15-22*  
*2-15-22*  
*3-15-22*  
*4-15-22*  
*5-15-22*  
*6-15-22*  
*7-15-22*  
*8-15-22*  
*9-15-22*  
*10-15-22*  
*11-15-22*  
*12-15-22*  
*1-15-23*  
*2-15-23*  
*3-15-23*  
*4-15-23*  
*5-15-23*  
*6-15-23*  
*7-15-23*  
*8-15-23*  
*9-15-23*  
*10-15-23*  
*11-15-23*  
*12-15-23*  
*1-15-24*  
*2-15-24*  
*3-15-24*  
*4-15-24*  
*5-15-24*  
*6-15-24*  
*7-15-24*  
*8-15-24*  
*9-15-24*  
*10-15-24*  
*11-15-24*  
*12-15-24*  
*1-15-25*  
*2-15-25*  
*3-15-25*  
*4-15-25*  
*5-15-25*  
*6-15-25*  
*7-15-25*  
*8-15-25*  
*9-15-25*  
*10-15-25*  
*11-15-25*  
*12-15-25*  
*1-15-26*  
*2-15-26*  
*3-15-26*  
*4-15-26*  
*5-15-26*  
*6-15-26*  
*7-15-26*  
*8-15-26*  
*9-15-26*  
*10-15-26*  
*11-15-26*  
*12-15-26*  
*1-15-27*  
*2-15-27*  
*3-15-27*  
*4-15-27*  
*5-15-27*  
*6-15-27*  
*7-15-27*  
*8-15-27*  
*9-15-27*  
*10-15-27*  
*11-15-27*  
*12-15-27*  
*1-15-28*  
*2-15-28*  
*3-15-28*  
*4-15-28*  
*5-15-28*  
*6-15-28*  
*7-15-28*  
*8-15-28*  
*9-15-28*  
*10-15-28*  
*11-15-28*  
*12-15-28*  
*1-15-29*  
*2-15-29*  
*3-15-29*  
*4-15-29*  
*5-15-29*  
*6-15-29*  
*7-15-29*  
*8-15-29*  
*9-15-29*  
*10-15-29*  
*11-15-29*  
*12-15-29*  
*1-15-30*  
*2-15-30*  
*3-15-30*  
*4-15-30*  
*5-15-30*  
*6-15-30*  
*7-15-30*  
*8-15-30*  
*9-15-30*  
*10-15-30*  
*11-15-30*  
*12-15-30*  
*1-15-31*  
*2-15-31*  
*3-15-31*  
*4-15-31*  
*5-15-31*  
*6-15-31*  
*7-15-31*  
*8-15-31*  
*9-15-31*  
*10-15-31*  
*11-15-31*  
*12-15-31*  
*1-15-32*  
*2-15-32*  
*3-15-32*  
*4-15-32*  
*5-15-32*  
*6-15-32*  
*7-15-32*  
*8-15-32*  
*9-15-32*  
*10-15-32*  
*11-15-32*  
*12-15-32*  
*1-15-33*  
*2-15-33*  
*3-15-33*  
*4-15-33*  
*5-15-33*  
*6-15-33*  
*7-15-33*  
*8-15-33*  
*9-15-33*  
*10-15-33*  
*11-15-33*  
*12-15-33*  
*1-15-34*  
*2-15-34*  
*3-15-34*  
*4-15-34*  
*5-15-34*  
*6-15-34*  
*7-15-34*  
*8-15-34*  
*9-15-34*  
*10-15-34*  
*11-15-34*  
*12-15-34*  
*1-15-35*  
*2-15-35*  
*3-15-35*  
*4-15-35*  
*5-15-35*  
*6-15-35*  
*7-15-35*  
*8-15-35*  
*9-15-35*  
*10-15-35*  
*11-15-35*  
*12-15-35*  
*1-15-36*  
*2-15-36*  
*3-15-36*  
*4-15-36*  
*5-15-36*  
*6-15-36*  
*7-15-36*  
*8-15-36*  
*9-15-36*  
*10-15-36*  
*11-15-36*  
*12-15-36*  
*1-15-37*  
*2-15-37*  
*3-15-37*  
*4-15-37*  
*5-15-37*  
*6-15-37*  
*7-15-37*  
*8-15-37*  
*9-15-37*  
*10-15-37*  
*11-15-37*  
*12-15-37*  
*1-15-38*  
*2-15-38*  
*3-15-38*  
*4-15-38*  
*5-15-38*  
*6-15-38*  
*7-15-38*  
*8-15-38*  
*9-15-38*  
*10-15-38*  
*11-15-38*  
*12-15-38*  
*1-15-39*  
*2-15-39*  
*3-15-39*  
*4-15-39*  
*5-15-39*  
*6-15-39*  
*7-15-39*  
*8-15-39*  
*9-15-39*  
*10-15-39*  
*11-15-39*  
*12-15-39*  
*1-15-40*  
*2-15-40*  
*3-15-40*  
*4-15-40*  
*5-15-40*  
*6-15-40*  
*7-15-40*  
*8-15-40*  
*9-15-40*  
*10-15-40*  
*11-15-40*  
*12-15-40*  
*1-15-41*  
*2-15-41*  
*3-15-41*  
*4-15-41*  
*5-15-41*  
*6-15-41*  
*7-15-41*  
*8-15-41*  
*9-15-41*  
*10-15-41*  
*11-15-41*  
*12-15-41*  
*1-15-42*  
*2-15-42*  
*3-15-42*  
*4-15-42*  
*5-15-42*  
*6-15-42*  
*7-15-42*  
*8-15-42*  
*9-15-42*  
*10-15-42*  
*11-15-42*  
*12-15-42*  
*1-15-43*  
*2-15-43*  
*3-15-43*  
*4-15-43*  
*5-15-43*  
*6-15-43*  
*7-15-43*  
*8-15-43*  
*9-15-43*  
*10-15-43*  
*11-15-43*  
*12-15-43*  
*1-15-44*  
*2-15-44*  
*3-15-44*  
*4-15-44*  
*5-15-44*  
*6-15-44*  
*7-15-44*  
*8-15-44*  
*9-15-44*  
*10-15-44*  
*11-15-44*  
*12-15-44*  
*1-15-45*  
*2-15-45*  
*3-15-45*  
*4-15-45*  
*5-15-45*  
*6-15-45*  
*7-15-45*  
*8-15-45*  
*9-15-45*  
*10-15-45*  
*11-15-45*  
*12-15-45*  
*1-15-46*  
*2-15-46*  
*3-15-46*  
*4-15-46*  
*5-15-46*  
*6-15-46*  
*7-15-46*  
*8-15-46*  
*9-15-46*  
*10-15-46*  
*11-15-46*  
*12-15-46*  
*1-15-47*  
*2-15-47*  
*3-15-47*  
*4-15-47*  
*5-15-47*  
*6-15-47*  
*7-15-47*  
*8-15-47*  
*9-15-47*  
*10-15-47*  
*11-15-47*  
*12-15-47*  
*1-15-48*  
*2-15-48*  
*3-15-48*  
*4-15-48*  
*5-15-48*  
*6-15-48*  
*7-15-48*  
*8-15-48*  
*9-15-48*  
*10-15-48*  
*11-15-48*  
*12-15-48*  
*1-15-49*  
*2-15-49*  
*3-15-49*  
*4-15-49*  
*5-15-49*  
*6-15-49*  
*7-15-49*  
*8-15-49*  
*9-15-49*  
*10-15-49*  
*11-15-49*  
*12-15-49*  
*1-15-50*  
*2-15-50*  
*3-15-50*  
*4-15-50*  
*5-15-50*  
*6-15-50*  
*7-15-50*  
*8-15-50*  
*9-15-50*  
*10-15-50*  
*11-15-50*  
*12-15-50*  
*1-15-51*  
*2-15-51*  
*3-15-51*  
*4-15-51*  
*5-15-51*  
*6-15-51*  
*7-15-51*  
*8-15-51*  
*9-15-51*  
*10-15-51*  
*11-15-51*  
*12-15-51*  
*1-15-52*  
*2-15-52*  
*3-15-52*  
*4-15-52*  
*5-15-52*  
*6-15-52*  
*7-15-52*  
*8-15-52*  
*9-15-52*  
*10-15-52*  
*11-15-52*  
*12-15-52*  
*1-15-53*  
*2-15-53*  
*3-15-53*  
*4-15-53*  
*5-15-53*  
*6-15-53*  
*7-15-53*  
*8-15-53*  
*9-15-53*  
*10-15-53*  
*11-15-53*  
*12-15-53*  
*1-15-54*  
*2-15-54*  
*3-15-54*  
*4-15-54*  
*5-15-54*  
*6-15-54*  
*7-15-54*  
*8-15-54*  
*9-15-54*  
*10-15-54*  
*11-15-54*  
*12-15-54*  
*1-15-55*  
*2-15-55*  
*3-15-55*  
*4-15-55*  
*5-15-55*  
*6-15-55*  
*7-15-55*  
*8-15-55*  
*9-15-55*  
*10-15-55*  
*11-15-55*  
*12-15-55*  
*1-15-56*  
*2-15-56*  
*3-15-56*  
*4-15-56*  
*5-15-56*  
*6-15-56*  
*7-15-56*  
*8-15-56*  
*9-15-56*  
*10-15-56*  
*11-15-56*  
*12-15-56*  
*1-15-57*  
*2-15-57*  
*3-15-57*  
*4-15-57*  
*5-15-57*  
*6-15-57*  
*7-15-57*  
*8-15-57*  
*9-15-57*  
*10-15-57*  
*11-15-57*  
*12-15-57*  
*1-15-58*  
*2-15-58*  
*3-15-58*  
*4-15-58*  
*5-15-58*  
*6-15-58*  
*7-15-58*  
*8-15-58*  
*9-15-58*  
*10-15-58*  
*11-15-58*  
*12-15-58*  
*1-15-59*  
*2-15-59*  
*3-15-59*  
*4-15-59*  
*5-15-59*  
*6-15-59*  
*7-15-59*  
*8-15-59*  
*9-15-59*  
*10-15-59*  
*11-15-59*  
*12-15-59*  
*1-15-60*  
*2-15-60*  
*3-15-60*  
*4-15-60*  
*5-15-60*  
*6-15-60*  
*7-15-60*  
*8-15-60*  
*9-15-60*  
*10-15-60*  
*11-15-60*  
*12-15-60*  
*1-15-61*  
*2-15-61*  
*3-15-61*  
*4-15-61*  
*5-15-61*  
*6-15-61*  
*7-15-61*  
*8-15-61*  
*9-15-61*  
*10-15-61*  
*11-15-61*  
*12-15-61*  
*1-15-62*  
*2-15-62*  
*3-15-62*  
*4-15-62*  
*5-15-62*  
*6-15-62*  
*7-15-62*  
*8-15-62*  
*9-15-62*  
*10-15-62*  
*11-15-62*  
*12-15-62*  
*1-15-63*  
*2-15-63*  
*3-15-63*  
*4-15-63*  
*5-15-63*  
*6-15-63*  
*7-15-63*  
*8-15-63*  
*9-15-63*  
*10-15-63*  
*11-15-63*  
*12-15-63*  
*1-15-64*  
*2-15-64*  
*3-15-64*  
*4-15-64*  
*5-15-64*  
*6-15-64*  
*7-15-64*  
*8-15-64*  
*9-15-64*  
*10-15-64*  
*11-15-64*  
*12-15-64*  
*1-15-65*  
*2-15-65*  
*3-15-65*  
*4-15-65*  
*5-15-65*  
*6-15-65*  
*7-15-65*  
*8-15-65*  
*9-15-65*  
*10-15-65*  
*11-15-65*  
*12-15-65*  
*1-15-66*  
*2-15-66*  
*3-15-66*  
*4-15-66*  
*5-15-66*  
*6-15-66*  
*7-15-66*  
*8-15-66*  
*9-15-66*  
*10-15-66*  
*11-15-66*  
*12-15-66*  
*1-15-67*  
*2-15-67*  
*3-15-67*  
*4-15-67*  
*5-15-67*  
*6-15-67*  
*7-15-67*  
*8-15-67*  
*9-15-67*  
*10-15-67*  
*11-15-67*  
*12-15-67*  
*1-15-68*  
*2-15-68*  
*3-15-68*  
*4-15-68*  
*5-15-68*  
*6-15-68*  
*7-15-68*  
*8-15-68*  
*9-15-68*  
*10-15-68*  
*11-15-68*  
*12-15-68*  
*1-15-69*  
*2-15-69*  
*3-15-69*  
*4-15-69*  
*5-15-69*  
*6-15-69*  
*7-15-69*  
*8-15-69*  
*9-15-69*  
*10-15-69*  
*11-15-69*  
*12-15-69*  
*1-15-70*  
*2-15-70*  
*3-15-70*  
*4-15-70*  
*5-15-70*  
*6-15-70*  
*7-15-70*  
*8-15-70*  
*9-15-70*  
*10-15-70*  
*11-15-70*  
*12-15-70*  
*1-15-71*  
*2-15-71*  
*3-15-71*  
*4-15-71*  
*5-15-71*  
*6-15-71*  
*7-15-71*  
*8-15-71*  
*9-15-71*  
*10-15-71*  
*11-15-71*  
*12-15-71*  
*1-15-72*  
*2-15-72*  
*3-15-72*  
*4-15-72*  
*5-15-72*  
*6-15-72*  
*7-15-72*  
*8-15-72*  
*9-15-72*  
*10-15-72*  
*11-15-72*  
*12-15-72*  
*1-15-73*  
*2-15-73*  
*3-15-73*  
*4-15-73*  
*5-15-73*  
*6-15-73*  
*7-15-73*  
*8-15-73*  
*9-15-73*  
*10-15-73*  
*11-15-73*  
*12-15-73*  
*1-15-74*  
*2-15-74*  
*3-15-74*  
*4-15-74*  
*5-15-74*  
*6-15-74*  
*7-15-74*  
*8-15-74*  
*9-15-74*  
*10-15-74*  
*11-15-74*  
*12-15-74*  
*1-15-75*  
*2-15-75*  
*3-15-75*  
*4-15-75*  
*5-15-75*  
*6-15-75*  
*7-15-75*  
*8-15-75*  
*9-15-75*  
*10-15-75*  
*11-15-75*  
*12-15-75*  
*1-15-76*  
*2-15-76*  
*3-15-76*  
*4-15-76*  
*5-15-76*  
*6-15-76*  
*7-15-76*  
*8-15-76*  
*9-15-76*  
*10-15-76*  
*11-15-76*  
*12-15-76*  
*1-15-77*  
*2-15-77*  
*3-15-77*  
*4-15-77*  
*5-15-77*  
*6-15-77*  
*7-15-77*  
*8-15-77*  
*9-15-77*  
*10-15-77*  
*11-15-77*  
*12-15-77*  
*1-15-78*  
*2-15-78*  
*3-15-78*  
*4-15-78*  
*5-15-78*  
*6-15-78*  
*7-15-78*  
*8-15-78*  
*9-15-78*  
*10-15-78*  
*11-15-78*  
*12-15-78*  
*1-15-79*  
*2-15-79*  
*3-15-79*  
*4-15-79*  
*5-15-79*  
*6-15-79*  
*7-15-79*  
*8-15-79*  
*9-15-79*  
*10-15-79*  
*11-15-79*  
*12-15-79*  
*1-15-80*  
*2-15-80*  
*3-15-80*  
*4-15-80*  
*5-15-80*  
*6-15-80*  
*7-15-80*  
*8-15-80*  
*9-15-80*  
*10-15-80*  
*11-15-80*  
*12-15-80*  
*1-15-81*  
*2-15-81*  
*3-15-81*  
*4-15-81*  
*5-15-81*  
*6-15-81*  
*7-15-81*  
*8-15-81*  
*9-15-81*  
*10-15-81*  
*11-15-81*  
*12-15-81*  
*1-15-82*  
*2-15-82*  
*3-15-82*  
*4-15-82*  
*5-15-82*  
*6-15-82*  
*7-15-82*  
*8-15-82*  
*9-15-82*  
*10-15-82*  
*11-15-82*  
*12-15-82*  
*1-15-83*  
*2-15-83*  
*3-15-83*  
*4-15-83*  
*5-15-83*  
*6-15-83*  
*7-15-83*  
*8-15-83*  
*9-15-83*  
*10-15-83*  
*11-15-83*  
*12-15-83*  
*1-15-84*  
*2-15-84*  
*3-15-84*  
*4-15-84*  
*5-15-84*  
*6-15-84*  
*7-15-84*  
*8-15-84*  
*9-15-84*  
*10-15-84*  
*11-15-84*  
*12-15-84*  
*1-15-85*  
*2-15-85*  
*3-15-85*  
*4-15-85*  
*5-15-85*  
*6-15-85*  
*7-15-85*  
*8-15-85*  
*9-15-85*  
*10-15-85*  
*11-15-85*  
*12-15-85*  
*1-15-86*  
*2-15-86*  
*3-15-86*  
*4-15-86*  
*5-15-86*  
*6-15-86*  
*7-15-86*  
*8-15-86*  
*9-15-86*  
*10-15-86*  
*11-15-86*  
*12-15-86*  
*1-15-87*  
*2-15-87*  
*3-15-87*  
*4-15-87*  
*5-15-87*  
*6-15-87*  
*7-15-87*  
*8-15-87*  
*9-15-87*  
*10-1*



PREPARED FOR:

# SMS Title & Escrow

703.941.1036

Approved for Soils, Grading  
and Drainage

By: *[Signature]*

Date

Permit #: 30483-2018-01

Fence & DW EXT.

SHEET 1 OF 2

This is a two page  
document and is not  
valid without both  
pages. See page two  
(or reverse) for  
Survey Notes.



RUTGERS STREET

L=65.67'  
R=1075.00'

CONC.  
DRIVE

- 3:1 Maximum Slope Allowed On Residential Property
- 7% Maximum Parking Pad Slope and 12.5% Maximum Driveway Slope
- 2.5% Minimum Slope Required On Yard or Lawn Areas, 10' in 10' Minimum Slope of Pad Away From Building Is Required

6'-WOOD  
FENCE

LOT 29  
BLOCK D  
'UNIVERSITY HILLS'  
BB 12/61

- 3:1 Maximum Slope Allowed On Residential Property
- 7% Maximum Parking Pad Slope and 12% Maximum Driveway Slope
- 2.5% Minimum Slope Required On Yard or Lawn Areas, 10' in 10' Minimum Slope of Pad Away From Building Is Required

LOT 28

Approved for Soils, Grading,  
and Drainage.

By: *[Signature]*

Date

Permit #: 30483-2018-01

LOT 4  
BLOCK D  
'UNIVERSITY HILLS'  
BB 12/61

LOT 5  
BLOCK D  
'UNIVERSITY HILLS'  
BB 12/61

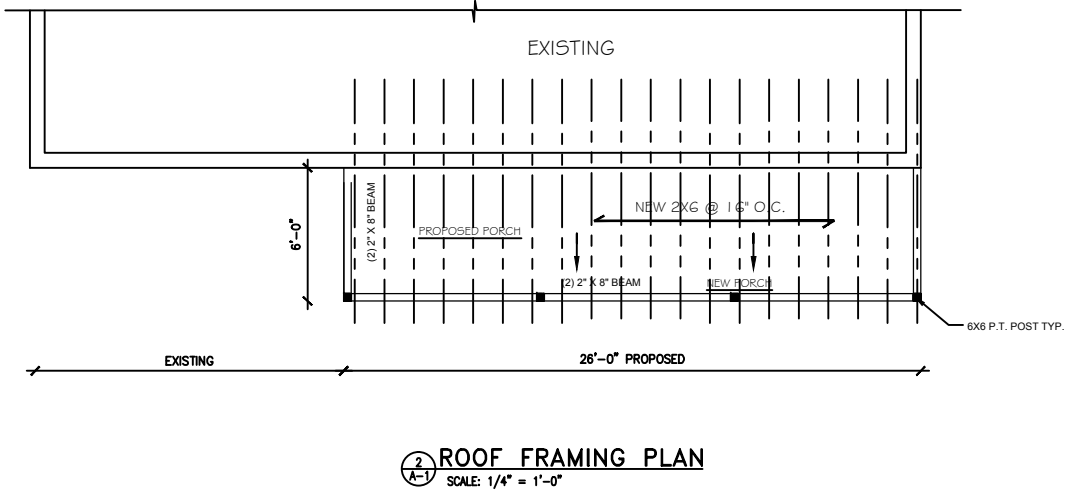
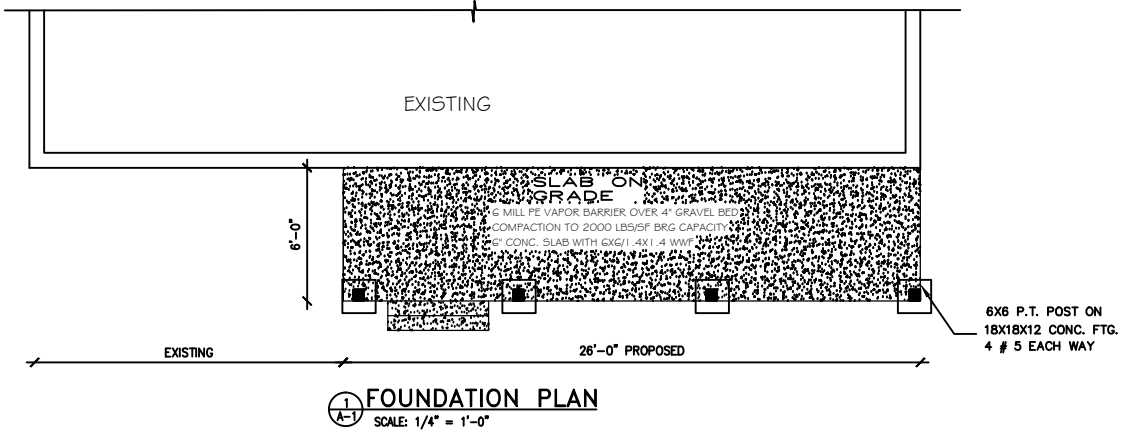
LOT 6  
BLOCK D  
'UNIVERSITY HILLS'  
BB 12/61

The Maryland-National Capital  
Park and Planning Commission

APPROVED

30483-2018-01

I hereby certify that the improvements shown  
hereon, to the best of my professional knowledge  
and ability, have been located by a transit, tape  
or total station.

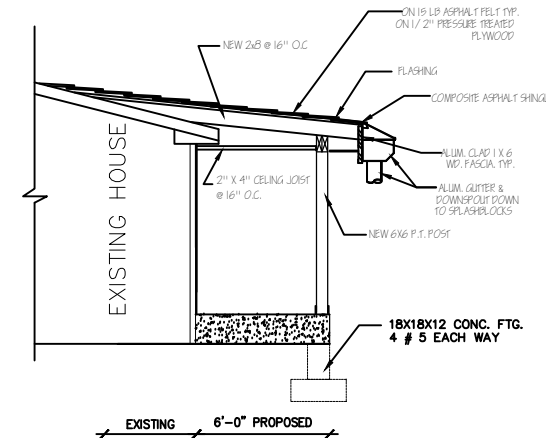
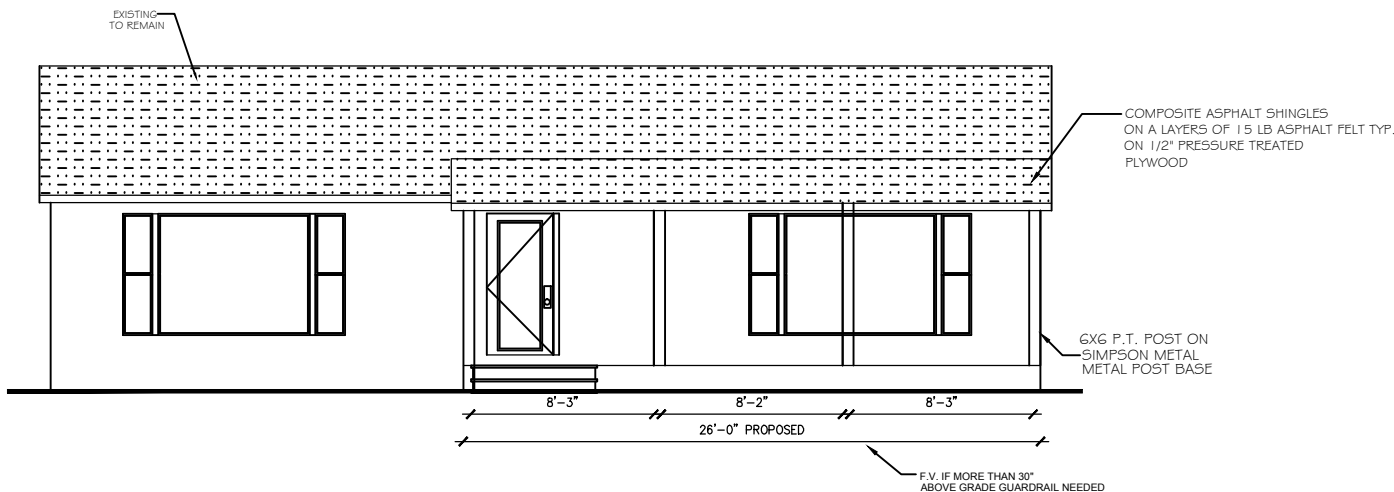
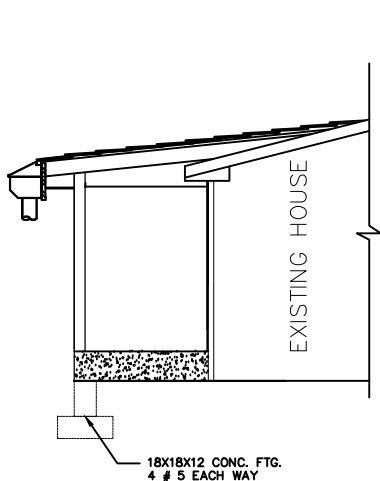
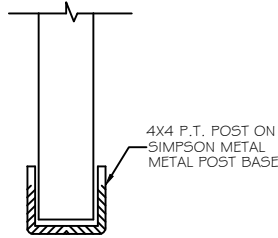
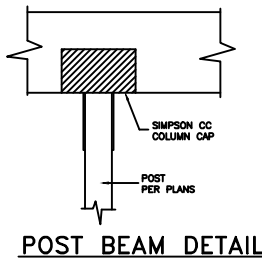
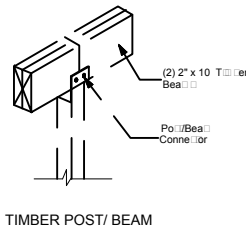
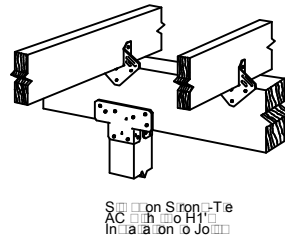
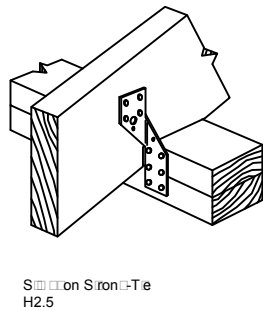
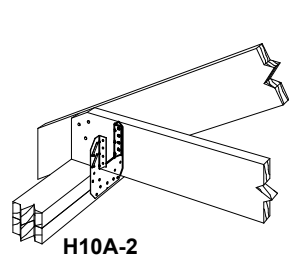


#### RESIDENTIAL CODE NOTES

1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE INTERNATIONAL RESIDENTIAL CODES (IRC) 2015 EDITION, AS AMENDED BY PRINCE GEORGE'S COUNTY ALL CHAPTER, TABLES, SECTIONS FIGURES AND APPENDICES REFERENCED HERE WITHIN ARE FROM IRC. THIS DOCUMENT CONTAINS ITEMS OFTEN WRITTEN ON APPROVED PLANS AND IS PROVIDED FOR CONVENIENCE ONLY. IT IS NOT INTENDED AS A SUBSTITUTE FOR THE CODE OR ITS PROVISIONS.

#### MAXIMUM ALLOWABLE SPANS -DFL #2

MEMBER SIZE	O.C. SPACING	FLOOR JOISTS	CEILING JOISTS	RAFTERS J12 & GREATER	LESS THAN 3:12	COMBINED CEILING JUST/RAFTER
2 X 4	12"	9'-10"	9'-0"	9'-0"		
	16"	8'-9"	8'-9"	7'-10"		
	24"	7'-2"	7'-2"	6'-5"		
2 X 6	12"	10'-9"	14'-10"	15'-5"	14'-4"	13'-9"
	16"	9'-9"	12'-10"	13'-4"	12'-9"	11'-11"
	24"	8'-1"	10'-6"	10'-11"	10'-5"	9'-9"
2 X 8	12"	14'-2"	18'-3"	19'-6"	18'-3"	17'-5"
	16"	12'-7"	16'-3"	16'-11"	16'-2"	15'-1"
	24"	10'-3"	13'-3"	13'-9"	13'-2"	12'-4"
2 X 10	12"	16'-9"	19'-10"	20'-8"	19'-9"	18'-5"
	16"	14'-7"	16'-3"	16'-10"	16'-1"	15'-1"
	24"	12'-7"	14'-7"	14'-7"	14'-5"	13'-5"
2 X 12	12"	17'-9"	23'-11"	23'-11"	22'-10"	21'-5"
	16"	14'-7"	19'-6"	19'-6"	18'-8"	17'-6"



# CONSTRUCTION PLANS

## Porch Plan

3423 Rutgers St.- Hyattsville, MD 20783

**ARCHITECTURAL DRAWINGS**  
"House Plans For All Budgets, All Tastes, All Sites."  
1616 W. KERSEY LN  
POTOMAC MD  
GILBERT E. 301 613 1139

JOB NO. 4482		
REVISION #	DATE	DESCRIPTION
1		
2		
3		
4		
5		
SCALE: 1/4" = 1'-0"		
DRAWN BY: GILBERT E.		
DATE: 07-12-18		





## Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019

Submitted by: Lesley Riddle

Submitting Department: Public Works

Item Type: Contract

Agenda Section:

### SUBJECT

Heurich Park Playground Renovation (10 minutes)

### HCC-33-FY20

#### Recommendation:

I move that the Mayor and Council authorize the City Administrator to enter into a contract with Playground Specialists, utilizing the HGAC purchasing cooperative, for the purpose of renovating Heurich Park playground, in an amount not to exceed \$400,000, upon the review and approval by the City Attorney for legal sufficiency.

#### Sponsor(s):

At the Request of the City Administrator

#### Co-Sponsor(s):

N/A

### ATTACHMENTS

[Heurich Park Inclusive Play Highlights.pdf](#)

[Heurich Park Opt 5B Proposal _20251A.pdf](#)

[Heurich Park Option 5 drawings 06-13.pdf](#)

[Heurich Park Option 5-Site Plan.pdf](#)

#### Summary Background:

In 2010 Heurich Park playground was updated to provide a mobility type playground for children of differing abilities. Due to the methods that were used to update the playground the existing playground elements no longer fit the needs of all children utilizing the play space. Additionally, the playground surface is in very poor shape and needs to be replaced.

The recent resident survey that was conducted City wide indicated that there is a need for more accessible play and playgrounds that consider children with differing abilities. With the current state of the Heurich Park playground, DPW staff concluded that Heurich Park could provide an appropriate space for an accessible /inclusive play space.

Staff contacted several playground specialists to confer on the appropriate surfacing and equipment that could provide a great play space for children of differing abilities. Staff requested a playground that could provide access to children with differing mobility and developmental differences.

Staff received two proposals, one from West Recreation and one from Playground Specialists. The proposal from Playground Specialists was the most comprehensive proposal and detailed the City's requests to provide an inclusive and diverse play space. Additionally, Playground Specialists is a member of the collective purchasing group HGAC 242 Utilizing this purchasing cooperative allows the City better access to specialized equipment and a cost saving a 10 to



20% off list pricing on playground equipment. Additionally, the City will apply for Community Parks and Playground grant funds from the Maryland Department of Natural Resources to support the initiative.

**Next Steps:**

With Council approval staff will facilitate the contract with Playground Specialists and schedule the renovation of the playground at Heurich Park.

**Fiscal Impact:**

NTE \$400,000 from FY20 CIP

**City Administrator Comments:**

Recommend Support.

**Community Engagement:**

Staff will schedule community outreach meetings in September.

**Strategic Goals:**

Goal 3 – Promote a Safe and Vibrant Community

**Legal Review Required?**

Pending

# HEURICH PARK

Inclusive Play Highlights

playground  
Specialists Inc.





# INCLUSIVE PLAY DESIGN

“It’s not just about people with disabilities...  
it’s about everyone enjoying and sharing in the  
holistic benefits of PLAY:  
**physical**, **sensory**, and **social**.”



# INCLUSION CHECKLIST

What is an inclusive playground?

An inclusive playground address the needs of all people including those who have autism, intellectual disabilities, hearing impairments, cerebral palsy, spina bifida, and other disabilities. An inclusive playground accommodates everyone and challenges them at their own developmental level.

The goal for each playground is to provide a rich playspace where children can grow and learn through physical, sensory and social experiences

Your playground offers children graduated levels of challenge to ensure that children of all ages are actively engaged on the playground

*Continue for some of your playground's Play Richness Intents.....*





# PLAY RICHNESS INTENTS

## Cozy Cocoon

- Great for all children
- Specially designed for those with autism spectrum disorder
- Enclosed space for one child to escape the playground when s/he becomes over stimulated
- Interior textures & molded-in features for tactile exploration
- Windows on both sides for adult visibility.
- Helpful grips provide easier entrance/exits for child.



Cozy  
Space

Spinning

Tactile  
Sensory Experience



# PLAY RICHNESS INTENTS

---

## Cruise Line

The Cruise Line provides all three types of play richness; a physical rocking motion experience that accommodates children of all abilities, social interaction and cooperative play, and a tactile encounter with molded features. Challenge level varies by a child's ability to sit, stand or lay.



# PLAY RICHNESS INTENTS

---

## Climbing Squares

- o Designed specially for little hands and feet
- o Climbing Squares encourage children ages 2 through 5 to test their limits and challenge their imagination as they climb, jump, perch, balance and hide
- o Ledges around cube edges and treads on top ensure safer, confident play for beginning climbers
- o Physical- Climbing Level 1 and 2
- o Physical- Balancing Level 2
- o Sensory- Tactile

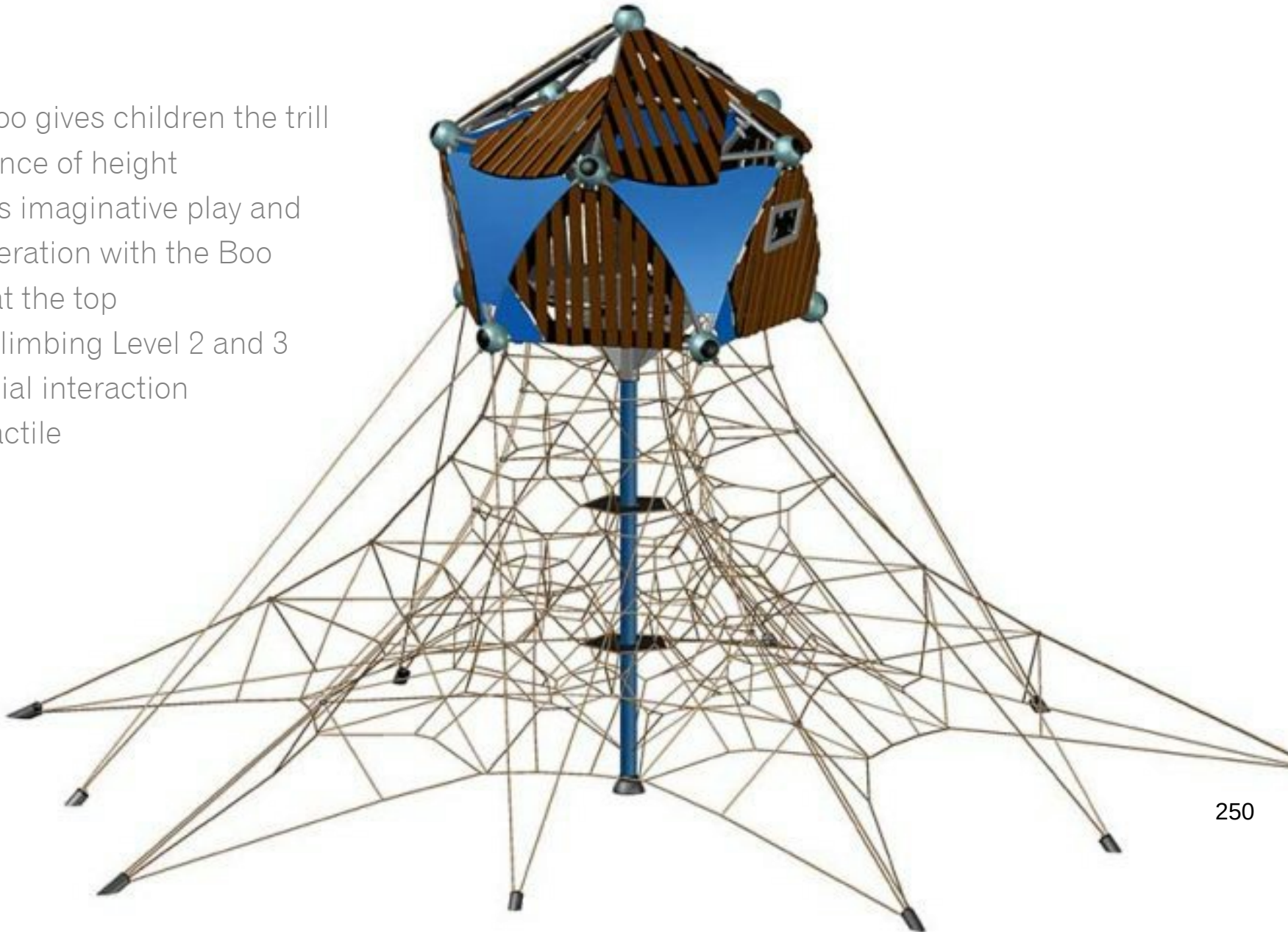


# PLAY RICHNESS INTENTS

---

## Pentaboo

- o The Pentaboo gives children the thrill and experience of height
- o Encourages imaginative play and social cooperation with the Boo playhouse at the top
- o Physical- Climbing Level 2 and 3
- o Social- Social interaction
- o Sensory- Tactile

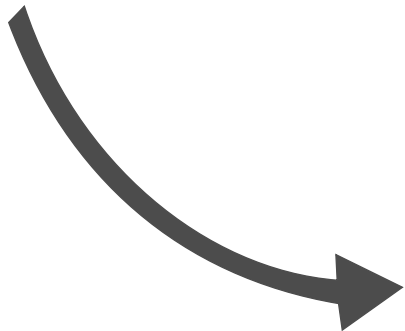




# PLAY RICHNESS INTENTS

## Percussion Play

- A diverse group of outdoor instruments which make perfect additions to an abundance of settings
- Percussion Play Instruments bring the fun and ease of playing music into the outside world
- Weather tested, these instruments are built to be outside- all year long



# Heurich Park Option Five

A 3D rendering of a proposed playground design for Heurich Park, labeled 'Option Five'. The playground is situated on a grassy field with a paved path leading to it. It features a large, multi-colored play structure with a green and orange tower, a green and yellow slide, and a green and yellow climbing structure. The ground is covered in brown mulch. There are several trees in the background and a blue sky with clouds. A black road is visible in the foreground.



# Heurich Park Option Five



playground  
Specialists Inc.

MD | DC | VA | WV  
800.385.0075 | [www.playspec.com](http://www.playspec.com)

Equipment Manufacturer:  
PLAYWORLD

Berliner

FRG BEI LIM 253



# Heurich Park Option Five



**playground**  
Specialists Inc.

MD | DC | VA | WV  
800.385.0075 | [www.playspec.com](http://www.playspec.com)

Equipment Manufacturer:  
**PLAYWORLD**

**Berliner**

FRG BEI LIM 254



# Heurich Park Option Five



playground  
Specialists Inc.

MD | DC | VA | WV  
800.385.0075 | [www.playspec.com](http://www.playspec.com)

Equipment Manufacturer:  
**PLAYWORLD**

**Berliner**

FRG BEI LIM 255



# Heurich Park Option Five



playground  
Specialists Inc.

MD | DC | VA | WV  
800.385.0075 | [www.playspec.com](http://www.playspec.com)

Equipment Manufacturer:  
PLAYWORLD

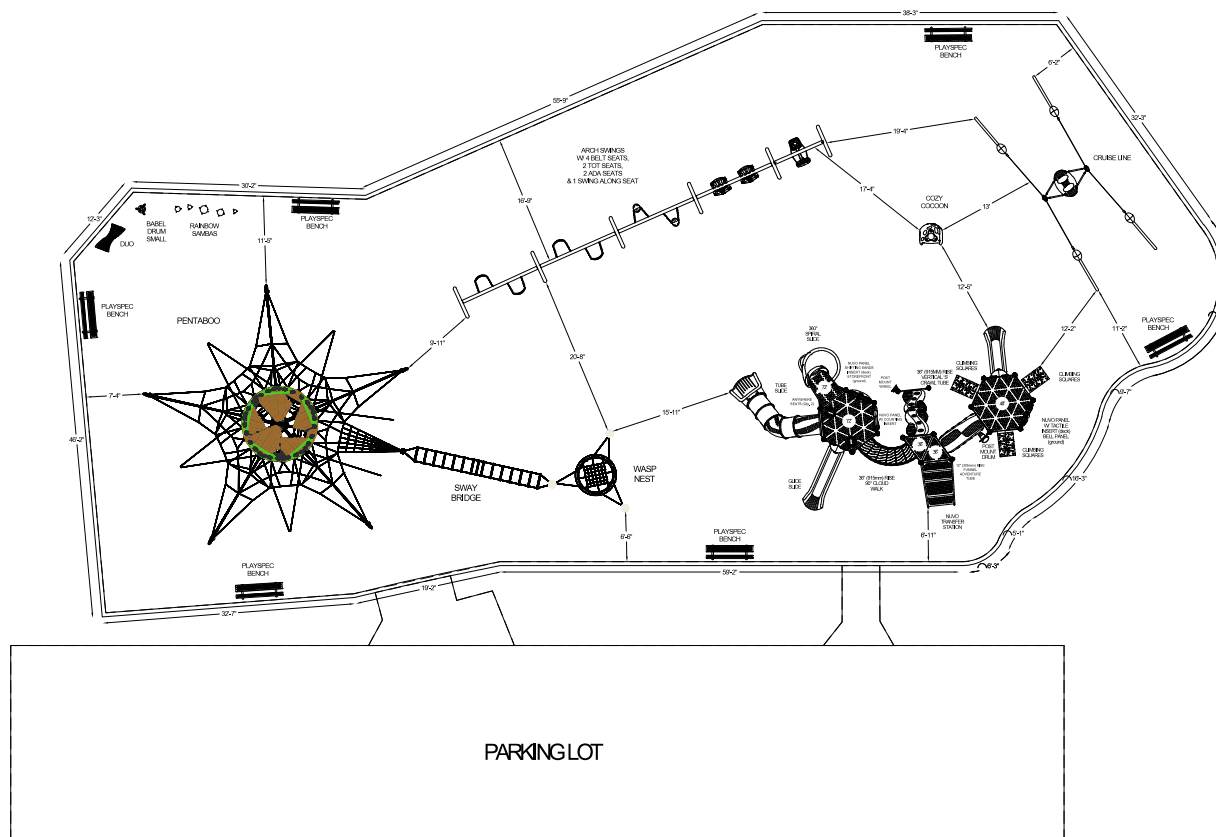
Berliner

FRG BEI LIM 256



# Heurich Park Option Five





PLAYGROUND SPECIALISTS INC.  
29 APPLES CHURCH ROAD  
THURMONT, MD 21788

X' x Y' x Z'

X' x Y'

8064 SqFt.

383 Ft.

9 Ft.

150+

2-12

ADA SCHEDULE	X		
	X		
	X	X	X
	X	X	X



P120618-1E

1/16"=1'-0"

SSHEE-HY

Paper Size

07-JUN-19

**B**

*PLAYGROUND SUPERVISION REQUIRED

**Heurich Park**  
Option 5





800.385.0075 | [www.playspec.com](http://www.playspec.com)



29 Apples Church Road  
Thurmont, MD 21788  
(800) 385-0075  
www.playspec.com

**ADDRESS**

CITY OF HYATTSVILLE  
ATTN: LESLEY RIDDLE  
4310 GALLATIN STREET  
HYATTSVILLE, MD 20781

**SHIP TO**

HEURICH PARK  
OPTION #5B  
C/O PLAYGROUND  
SPECIALISTS

**PROPOSAL 20251A****DATE** 06/13/2019**SALES REP**

DAVE SMITH

TYPE	QTY	RATE	AMOUNT
<b>NOTE</b> H-GAC CONTRACT #PR11-18			
<b>REMOVAL</b> REMOVE AND DISPOSE OF EXISTING POURED-IN-PLACE RUBBER, MULCH, STONE SUB-BASE, WOOD TIMBERS, AND PLAY EQUIPMENT - INCLUDES DUMPSTER CHARGES	1	15,000.00	15,000.00
<b>GRADING</b> GRADE AREA TO 8" BELOW FINAL GRADE	1	1,800.00	1,800.00
<b>PLAYWORLD EQUIPMENT</b> CUSTOM PLAYGROUND DESIGN INCLUDING ALL PLAYWORLD EQUIPMENT SHOWN ON DRAWING #P120618-1E	1	85,875.00	85,875.00
<b>DISCOUNT</b> H-GAC CONTRACT DISCOUNT - 10% OFF LIST PRICE ABOVE	1	-8,587.50	-8,587.50
<b>DISCOUNT</b> ADDITIONAL CITY OF HYATTSVILLE DISCOUNT	1	-13,740.00	-13,740.00
<b>BERLINER</b> PENTABOO.M/TERRANOS COMBI - INCLUDES TWISTED NET, SWAY BRIDGE, AND WASP NEST	1	107,718.00	107,718.00
<b>DISCOUNT</b> H-GAC CONTRACT DISCOUNT - 6% OFF BERLINER LIST PRICE ABOVE	1	-6,463.08	-6,463.08
<b>PSI-10</b> MYTCOAT 6' BENCH W/ BACK - INGROUND - PUNCHED STEEL - ADVANTAGE COATING	5	470.10	2,350.50
<b>DISCOUNT</b> H-GAC CONTRACT DISCOUNT - 6% OFF MYTCOAT LIST PRICE ABOVE	1	-141.03	-141.03
<b>PERCUSSION PLAY</b> RAINBOW SAMBAS (SET OF 5)	1	2,678.00	2,678.00
<b>PERCUSSION PLAY</b> BABEL DRUM SMALL	1	2,016.00	2,016.00

TYPE	QTY	RATE	AMOUNT
<b>PERCUSSION PLAY</b> DUO HD	1	4,447.00	4,447.00
<b>INSTALLATION</b> CERTIFIED INSTALLATION OF ALL EQUIPMENT ABOVE	1	60,800.00	60,800.00
<b>CONCRETE</b> INSTALL 210 LINEAR FEET CONCRETE EDGING - TO MATCH EXISTING CONCRETE CURBS	210	35.00	7,350.00
<b>PLAYSPEC RAINBOW</b> INSTALL 8,064 SQ FT 2" PLAYSPEC RAINBOW BONDED RUBBER SAFETY SURFACING PLUS 1.5" PAD	8,064	14.00	112,896.00
<b>STONE</b> INSTALL 8,064 SQ FT 4" COMPACTED STONE BASE FOR PLAYSPEC RAINBOW	1	19,150.00	19,150.00

*3% surcharge on Visa/MasterCard	SUBTOTAL	393,148.89
*Valid for 30 days unless otherwise noted	TAX (0%)	0.00
*50% deposit or PO. Balance due Net 30	SHIPPING	6,850.00
Sign and return with approved colors for order placement		

TOTAL	<b>\$399,998.89</b>
-------	---------------------

Accepted By

Accepted Date



# Heurich Park

## Option Five





# Heurich Park Option Five





# Heurich Park Option Five





# Heurich Park Option Five





# Heurich Park Option Five

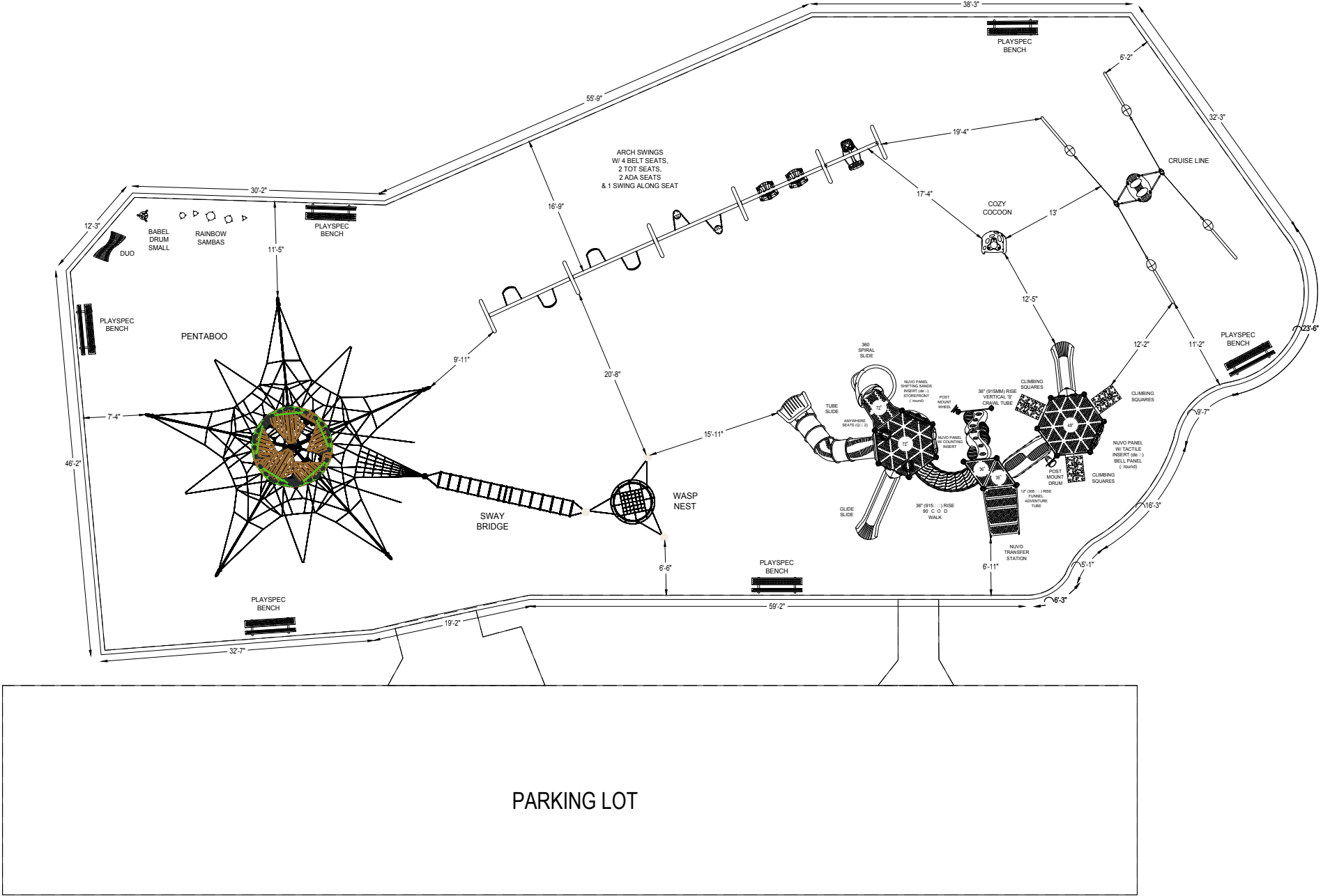




# Heurich Park Option Five







*PLAYGROUND SUPERVISION REQUIRED



PLAYGROUND SPECIALISTS INC.  
29 APPLES CHURCH ROAD  
THURMONT, MD 21788

EQUIPMENT SIZE:  
**X' x Y' x Z'**

USE ONE:  
**X' x Y'**

AREA: **8064 SqFt.** PERIMETER: **383 Ft.**

FALL HEIGHT:  
**9 Ft.**

USER CAPACITY: **150+** AGE GROUP: **2-12**

ADA SCHEDULE	To be Installed: <input checked="" type="checkbox"/>		
	To be Installed: <input checked="" type="checkbox"/>		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Tables
Required	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Provided	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

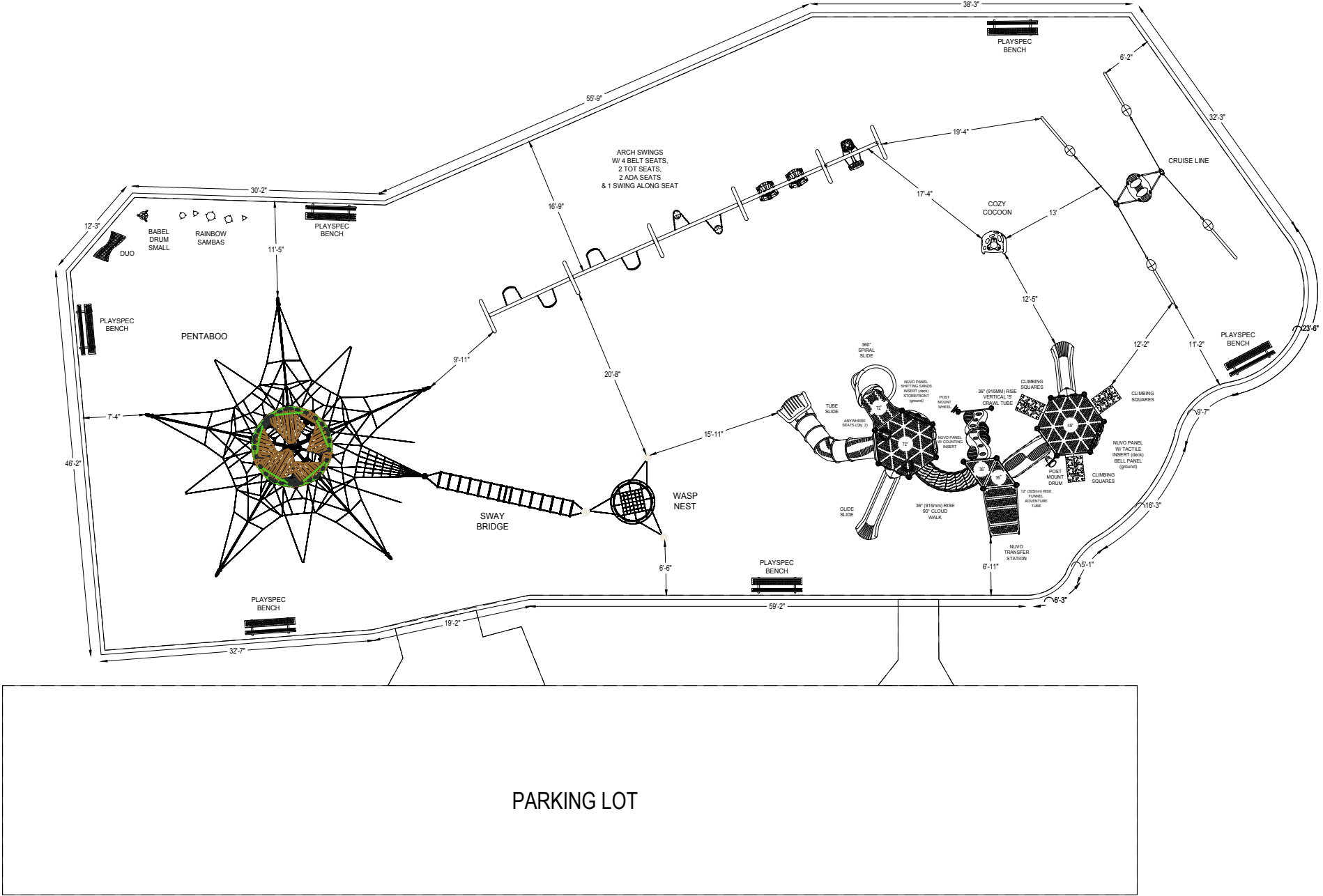
- ✓ ASTM F1849-18
- ✓ CPSC 2021



PROJECT NO: <b>P120618-1E</b>	SCALE: <b>1/16"=1'-0"</b>
DRAWN BY: <b>SSHEEHY</b>	Project Site <b>B</b>
DATE: <b>07-JUN-19</b>	

Heurich Park

Option 5



PARKING LOT



PLAYGROUND SPECIALISTS INC.  
29 APPLES CHURCH ROAD  
THURMONT, MD 21788

EQUIPMENT SIZE:  
**X' x Y' x Z'**

USE ZONE:  
**X' x Y'**

AREA: **8064 SqFt.** PERIMETER: **383 Ft.**

FALL HEIGHT:  
**9 Ft.**

USER CAPACITY: **150+** AGE GROUP: **2-12**

ADA SCHEDULE	Total Elevated Play Activities: <b>X</b>		
	Total Ground-Level Play Activities: <b>X</b>		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	<b>X</b>	<b>X</b>	<b>X</b>
Provided	<b>X</b>	<b>X</b>	<b>X</b>

- ✓ ASTM F1487-17  
✓ CPSC #325



PROJECT NO:  
**P120618-1E**

SCALE:  
**1/16"=1'-0"**

DRAWN BY:  
**SSHEEHY**

Paper Size

DATE:  
**07-JUN-19**

**B**

# Heurich Park

Option 5





## Hyattsville City Council Agenda Item Report

Meeting Date: August 5, 2019  
Submitted by: Laura Reams  
Submitting Department: City Clerk  
Item Type: Community Notices  
Agenda Section:

### **SUBJECT**

Main City Calendar: July 16 - August 5, 2019

### **HCC-52-FY20**

### **Recommendation:**

### **Sponsor(s):**

At the Request of the City Administrator

### **Co-Sponsor(s):**

N/A

### **ATTACHMENTS**

[Main City Calendar_ Aug 6 - Sept 16 2019.docx](#)

### **Summary Background:**

N/A

### **Next Steps:**

N/A

### **Fiscal Impact:**

None

### **City Administrator Comments:**

N/A

### **Community Engagement:**

N/A

### **Strategic Goals:**

Goal 1 – Ensure Transparent and Accessible Governance

### **Legal Review Required?**

N/A

## Main City Calendar: August 6 – September 16, 2019

### Weekly Program Offerings

#### Ageless Grace Senior Exercise Classes

Wednesdays and Fridays, 10:00 AM @ City Municipal Building

#### Teen Center

Through Friday, August 23 - Every Friday, 6:30 PM – 9:00 PM @ Magruder Park

The Teen Center will be Closed from Monday, August 26 through Friday, September 6

Beginning Monday, September 9, Center Hours: Monday-Thursday 3:30 PM - 7:00 PM;

Fridays 3:30 PM - 10 PM

#### Community Yoga

Sundays, 5:00 PM - 6:00 PM @ Second Floor Prangley Room of the City Building

#### Movin' with the Mayor

Wednesdays through August 28, 2019, 5:00 PM - 6:00 PM @ City Building

### City Calendar: Aug 5 – Sept 16, 2019

#### National Night Out Against Crime

August 6, 6:00 PM - 9:00 PM @ Heurich Park

#### Clean & Safe Team Information Sessions

August 7 and 14, 6:00 PM - 7:30 PM @ The City Building (Prangley Room)

#### Hyattsville Environment Committee Meeting

August 8, 7:00 PM @ The City Building (Prangley Room)

#### Coffee with a Cop

August 13, 8:00 AM - 10:00 AM @ Starbucks

#### Police and Public Safety Advisory Committee Meeting

August 14, 7:30 PM @ The City Building (Mayor's Office)

#### Park(ing) Day Open House

August 16, 10:00 AM @ The City Building (Prangley Room)

On Friday, September 20, the City of Hyattsville will host its fourth annual Park(ing) Day – a day that parking spaces across town are turned into pop-up parks! Each parking space can be hosted by a local business, group, or organization. Anyone interested in learning more about Park(ing) Day can join us for an Open House on Friday, August 16, at 10 a.m.

#### Summer Jam

August 16, 6:30 PM - 8:30 PM @ The City Building

#### Code Compliance Advisory Committee Meeting

August 21, 7:00 PM @ The City Building (Prangley Room)

#### Health, Wellness, and Recreation Advisory Committee (HWRAC) Meeting

August 22, 7:00 PM @ The City Building (Mayor's Office)

#### Sunset Movie Series – How to Train Your Dragon: The Hidden World

Main City Calendar: August 6 – September 16, 2019

August 23, 8:30 PM @ Heurich Park

Board of Supervisors of Elections Meeting

September 3, 4:00 PM @ The City Building (Mayor's Office)

Teen Center Open House for Students, Parents & Tutors

September 5, 6:30 PM - 8:00 PM @ Magruder Park

Volunteer as a tutor and mentor at the City of Hyattsville's Teen Center! We're currently seeking role models for the upcoming school year who can help with homework for local students in grades 6 – 12.

Ethics Commission Meeting

September 5, 7:00 PM @ The City Building (Mayor's Office)

Hyattsville Environment Committee Meeting

September 10, 7:00 PM @ The City Building (Mayor's Office)

Police and Public Safety Advisory Committee Meeting

September 11, 7:30 PM @ The City Building (Pranglely Room)

Ethics Commission Meeting

September 12, 7:00 PM @ the City Building (Mayor's Office)

Teen Center – Teen Back 2 School Night Party

Tuesday, September 10, 5:00 PM - 7:00 PM @ Magruder Park

Electric Vehicle Car Show

September 15, 11:00 AM - 4:00 PM @ The City Building

Council Meeting

September 16, 8:00 PM @ City Building, 3rd Floor Council Chambers