

City Council of Hyattsville, Maryland

AGENDA

City Council Regular Meeting

Monday, June 5, 2017

7:30 PM



Council Chambers

Hyattsville Municipal Building

4310 Gallatin Street, 3rd Floor

Hyattsville, MD 20781

(301) 985-5000 www.hyattsville.org

CITY COUNCIL

[Mayor Candace B. Hollingsworth](#)

[Edouard Haba, Council President, Ward 4](#)

[Thomas Wright, Council Vice President, Ward 3](#)

[Bart Lawrence, Ward 1](#)

[Kevin Ward, Ward 1](#)

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

[Shani N. Warner, Ward 2](#)

[Carrianna Suiter, Ward 3](#)

[Paula J. Perry, Ward 4](#)

[Joseph Solomon, Ward 5](#)

[Erica Spell, Ward 5](#)

ADMINISTRATION

Tracey E. Nicholson, City Administrator

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

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

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

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

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

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

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

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

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

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



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1. Call to Order and Council Roll Call

2. Pledge of Allegiance to the Flag

3. Approval of Agenda

4. Motion to Close (7:30 p.m.)

4.a) Motion to Close

I move that the Mayor and Council close the Council Meeting of June 5, 2017 in order to discuss contract negotiations and to consider the investment of public funds.

This session will be closed under the authority of the Annotated Code of Maryland State Government General Provisions Article Section 3-305(b) (5) to consider the investment of public funds, and (14) to discuss, before a contract is awarded or bids are opened, a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.

Motion #: 193-06-FY17

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

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

6. Presentations (8:20 p.m. - 8:45 p.m.)

6.a) FY-2015 Audit Update (5 minutes)

Motion #: Presentation Only

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

6.b) Mall at Prince George's Façade Improvements, Expansion & Pad Site DSP (10 minutes)

Motion #: Presentation Only

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

[Memo - Mall at Prince George's Renovations.docx](#)

[MPG Hyattsville City Council Presentation 6.5.17.ppt](#)

6.c) AARP Network of Age Friendly Cities (10 minutes)

Motion #: Presentation Only

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

7. Consent Items (8:45 p.m. - 8:50 p.m.)

7.a) FY17 Budget Appropriation: Farmers Market Grant

I move that the Mayor and Council accept and appropriation into the FY17 budget a grant in the amount of \$1,000 from the Southern Maryland Agricultural Development Corporation to support the Hyattsville Farmers Market.

Motion #: 194-06-FY17

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

7.b) LGBT Pride Month Proclamation

I move that the Mayor and Council Proclaim June LGBT Pride Month in Hyattsville.

Motion #: 195-06-FY17

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

[LGBT Pride Month 2017.docx](#)

7.c) Caribbean American Heritage Month Proclamation

I move that the Mayor and Council proclaim June as Caribbean American Heritage Month in Hyattsville

Motion #: 196-06-FY17

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

[Caribbean American Heritage Month 2017.docx](#)

7.d) Ward 2 Council Discretionary Funds to Support Art Works Now Transportation

I move that the Mayor and Council approve the appropriation of \$250.00 from the Ward 2 Council Discretionary Fund to offset transportation costs for Art Works Now's Social Justice and Service Camp this summer.

Motion #: 197-06-FY17

Sponsor(s): Warner, Croslin

7.e) FY17 Budget Amendment: School Resource Officer Agreement with Prince George's County Police Department, the Board of Education of Prince George's County and the City of Hyattsville

I move that the Mayor and Council authorize the City Administrator to sign an agreement with the Prince George's County Police Department, and the Board of Education of Prince George's County to fund a School Resource Officer to be stationed at Northwestern High School, and that the Mayor and Council authorize an FY17 budget appropriation and expenditure of \$80,000 to fund the agreement.

Motion #: 198-06-FY17

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

[SRO Agreement 2017 packet.pdf](#)

7.f) Lease Finance and Purchase of Police Vehicles and a Truck for DPW Including Related Equipment Approved in the FY-2017 Capital Improvement Plan

I move that the Mayor and Council authorize the City Administrator to execute a lease finance agreement with Tax-Exempt Leasing Corp in an amount not to exceed \$523,000 at a rate of 2.94% for five years to finance the lease purchase of ten police vehicles and a truck for DPW including related equipment approved in the FY-2017 Capital Improvement Plan and upon legal review and approval by the City Attorney.

Motion #: 199-06-FY17

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

[RB Police and DPW Replacement Cars and Equipment 2017 Lease Finance.docx](#)

7.g) Acceptance of Resignation, Council Vice President (5 minutes)

I move that the Mayor and Council accept the resignation of Councilmember Thomas Wright from the position of Council Vice President.

Motion #: 200-06-FY17

Sponsor(s): Wright

7.h) FY18 Budget Appropriation: Maryland Smart Energy Communities (MSEC) Grant Award

I move that the Mayor and Council accept and appropriate into the FY18 budget a grant from Maryland Smart Energy Communities (MSEC) in the amount of \$62,800 for the purchase of one Chevrolet Bolt electric vehicle, one Zero DPS Electric Police Motorcycle, two electronic charging stations and labor to install the stations.

Motion #: 201-06-FY17

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

[Md. Energy Administration Grant Award Memo.docx](#)

[Md. Smart Energy Communities.pdf](#)

7.i) FY18 Budget Appropriation: Maryland Department of Natural Resources Community Resiliency Grant

I move that the Mayor and Council accept and appropriate the FY18 grant funds from the Maryland Department of Natural Resources, Community Resiliency Grant not to exceed \$100,000.00, upon review and approval by the City Attorney for legal sufficiency.

Motion #: 202-06-FY17

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

7.j) Purchase of High Density Shelving for Police Evidence Storage (10 minutes)

I move that the Mayor and Council approve the purchase of high density storage for Police evidence from Douron Incorporated, not to exceed \$33,000.00, upon review and approval by the City Attorney for legal sufficiency.

Motion #: 203-06-FY17

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

[Metzler - High Density Storage - LR edits.docx](#)

[Mobile System for Evidence Storage Rm%2c Updated May 10.pdf](#)

7.k) CCTV System Server Replacement (10 minutes)

I move that the Mayor and Council authorize the sole source purchase of a replacement server for the City's CCTV System from J&M Security Solutions at a cost not to exceed \$23,928.50.

Motion #: 204-06-FY17

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

[CCTV Server Memo with Supporting Docs 5 2 2017 \(1\).pdf](#)

7.l) Purchase of a Portable Message Board

I move that the Mayor and Council approve and authorize the purchase of a mobile message board from National Capital Industries, Inc. at a cost not to exceed \$15,398.00

Motion #: 205-06-FY17

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

8. Action Items (8:50 p.m. - 9:45 p.m.)

8.a) Election of City Council Vice President (10 minutes)

I move that the Mayor and Council elect the following individual to the position of Council Vice President. (Selection to be determined at the meeting)

Motion #: 206-06-FY17

Sponsor(s): Hollingsworth

8.b) Hyattsville Life and Times Contract (10 minutes)

I move that the Mayor and Council approve the FY18 contract for advertising in the Hyattsville Life and Times at a cost not to exceed \$28,680.

Motion #: 207-06-FY17

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

8.c) Video Equipment Purchase - Castus Corporation (10 minutes)

I move that the Mayor and Council authorize the FY18 purchase of a One Channel Video Server from Castus Corporation, using FY18 appropriated funds, at a cost not to exceed \$10,000.

Motion #: 208-06-FY17

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

8.d) Video Equipment Purchase - National Capitol Contracting (10 minutes)

I move that the Mayor and Council authorize the FY18 purchase of a video control dashboard and supporting accessories from National Capitol Contracting, using FY18 appropriated funds, at a cost not to exceed \$80,000.

Motion #: 209-06-FY17

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

8.e) DSP-17005 3700 East-West (UTC Metro II) (15 minutes)

I move that the Council authorize the Mayor send correspondence to the Planning Board of the Maryland-National Capital Park & Planning Commission, in support of DSP-17005 3700 East-West (Metro II), subject to the following conditions:

- The applicant should consider a building name other than East-West Highway or modify the building street address to America Boulevard;
- Additional exterior lighting and signage denoting the building's primary pedestrian entrance at America Boulevard;
- The applicant shall incorporate additional way-finding parking signage for both private parking and public parking locations;
- Consistent with current operations within University Town Center, all at-grade parking/surface parking will be metered and administered by the City of Hyattsville.

Motion #: 210-06-FY17

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

[Memo - Metro II DSP 17005.docx](#)

[UTC Metro II Presentation - April 2017.ppt](#)

[Metro II Map 05312017.pdf](#)

[SOJ-DSP-17005.pdf](#)

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

9. Discussion Items (9:45 p.m. - 10:35 p.m.)

9.a) Montgomery Housing Partnership: Parkview Manor Apartments 15-Year Financial Analysis (15 minutes)

I move the City Council direct the City Attorney to draft an ordinance for the purpose of approving a 15-year City of Hyattsville tax abatement, not to exceed \$225,000, for the purpose of providing financial assistance for the renovation of 53-affordable housing units at Parkview Manor Apartments, 5034 38th Avenue, Hyattsville.

Motion #: Discussion, Scheduled for Action on 7/17

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

[Memo - MHP Financial Analysis 5.8.2017.docx](#)

[MHP 15 Year Tax Credit Request.pdf](#)

[PM - County Executive Signed Letter of Support \(2\).pdf](#)

[City of Hyattsville Presentation.ppt](#)

9.b) Memorandum of Understanding between the City of Hyattsville and City of College Park for mBike Partnership (15 minutes)

Motion #: Discussion, Scheduled for Action on 7/17

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

[Memo - Bikeshare Network - Final.doc](#)

[Amended bikeshare mou 1-9-2017 SMF.docx](#)

[Bikeshare Agreement and MOU.pdf](#)

[College Park mBike Pricing Discounted.pdf](#)

9.c) Charter Amendment - Selection of Officers (10 minutes)

I move that the Mayor and Council modify § C2-3 of the Hyattsville Charter and Code as follows to provide for the selection of President and Vice President of the Council no later than the third Monday of July in each election year.

Motion #: Discussion, Scheduled for Action on 7/17

Sponsor(s): Hollingsworth

[Draft Charter Amendment C2-3 5.17.17 cbh.docx](#)

9.d) Amendment to Rules of Procedure - Selection of Officers (10 minutes)

Subject to the adoption of Resolution No. ___, I move that the Mayor and Council modify the Council Rules of Procedures (Resolution 2017-___) as follows to set general guidelines governing the process for election of Council officers.

Motion #: Discussion, Scheduled for Action on 7/17

Sponsor(s): Hollingsworth

10. **Council Dialogue**
11. **Community Notices and Meetings**
 - 11.a) **City Calendar: June 6 - 17, 2017**
Motion #: N/A
Sponsor(s): At the Request of the City Administrator
[Main City Calendar June 6-July 17 2017.pdf](#)
12. **Motion to Adjourn**



Hyattsville City Council Agenda Item Report

Meeting Date: June 5, 2017

Submitted by: Jim Chandler

Submitting Department: Community & Economic Development

Item Type: Legislative

Agenda Section: Motion to Close (7:30 p.m.)

SUBJECT

Motion to Close

Motion #

193-06-FY17

Recommendation:

I move that the Mayor and Council close the Council Meeting of June 5, 2017 in order to discuss contract negotiations and to consider the investment of public funds.

This session will be closed under the authority of the Annotated Code of Maryland State Government General Provisions Article Section 3-305(b) (5) to consider the investment of public funds, and (14) to discuss, before a contract is awarded or bids are opened, a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

Summary Background:

N/A

Next Steps:

N/A

Fiscal Impact:

N/A

City Administrator Comments:

N/A

Community Engagement:

N/A

Strategic Goals:

N/A

Legal Review Required?

Complete.



Hyattsville City Council Agenda Item Report

Meeting Date: June 5, 2017

Submitted by: Ron Brooks

Submitting Department: Finance

Item Type: Audit

Agenda Section: Presentations (8:20 p.m. - 8:45 p.m.)

SUBJECT

FY-2015 Audit Update (5 minutes)

Motion #

Presentation Only

Recommendation:

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

Summary Background:

The closing documents for FY-2015 will be presented to the administration within a week. After providing an administration response to the closing documents, Councils documents will be presented to the Clerk for final distribution. Review activities for the FY-2016 audit started 60 days ago

Next Steps:

Provide closeout documents and final reports to Council.

Fiscal Impact:

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

City Administrator Comments:

See summary background above.

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: June 5, 2017

Submitted by: Jim Chandler

Submitting Department: Community & Economic Development

Item Type: Presentation

Agenda Section: Presentations (8:20 p.m. - 8:45 p.m.)

SUBJECT

Mall at Prince George's Façade Improvements, Expansion & Pad Site DSP (10 minutes)

Motion

Presentation Only

Recommendation:

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

[Memo - Mall at Prince George's Renovations.docx](#)

[MPG Hyattsville City Council Presentation 6.5.17.ppt](#)

Summary Background:

On Monday, June 5, 2017, representatives from the Pennsylvania Real Estate Investment Trust (PREIT), owners of the Mall at Prince George's, will present the City Council with details of \$25 million renovation that includes new tenant H&M and additional tenants including an 11,000-square foot ULTA Beauty store, and a 16,000-square foot Designer Store Warehouse (DSW) store. The presentation will also highlight the following:

- Façade and signage improvements to the south facing exterior of the Mall;
- 8,568-sq.ft. new 'Five Below' retail store located in a 'new construction' addition to the west of TJ Maxx;
- Development of a pad site on the southwest corner of the Mall property along East-West Highway. At this time PREIT is filing an infrastructure only Detailed Site Plan (DSP) and will follow-up with an architectural and signage package DSP. The infrastructure DSP will allow the applicant to proceed with public utility work necessary to accommodate the pad site, while the details of the architectural design is still being modified. The site will be developed for a sit-down restaurant use, however PREIT is still negotiating a lease agreement with the tenant, therefore the name of the tenant will be withheld until the agreement is executed by both parties.

Next Steps:

The applicant is scheduled to present to the Hyattsville Planning Committee on Tuesday, June 20, 2017.

Fiscal Impact:

N/A

City Administrator Comments:

NA

Community Engagement:

The applicant is scheduled to present to the Hyattsville Planning Committee on Tuesday, June 20, 2017.

Strategic Goals:

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

Action 2.4 – Provide economic development programming and projects to support and facilitate infill, revitalization, redevelopment and transit-oriented investment.

Legal Review Required?

N/A



Memo

To: Mayor and Council

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

From: Jim Chandler, Assistant City Administrator, Director, Com. & Econ. Development

Date: May 18, 2017

Re: Mall at Prince George's Façade Improvements, Expansion & Pad Site DSP

On Monday, June 5, 2017, representatives from the Pennsylvania Real Estate Investment Trust (PREIT), owners of the Mall at Prince George's, will present the City Council with details of \$25 million renovation that includes new tenant H&M and additional tenants including an 11,000-square foot ULTA Beauty store, and a 16,000-square foot Designer Store Warehouse (DSW) store. The presentation will also highlight the following:

- Façade and signage improvements to the south facing exterior of the Mall;
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- Development of a pad site on the southwest corner of the Mall property along East-West Highway. At this time PREIT is filing an infrastructure only Detailed Site Plan (DSP) and will follow-up with an architectural and signage package DSP. The infrastructure DSP will allow the applicant to proceed with public utility work necessary to accommodate the pad site, while the details of the architectural design is still being modified. The site will be developed for a sit-down restaurant use, however PREIT is still negotiating a lease agreement with the tenant, therefore the name of the tenant will be withheld until the agreement is executed by both parties.

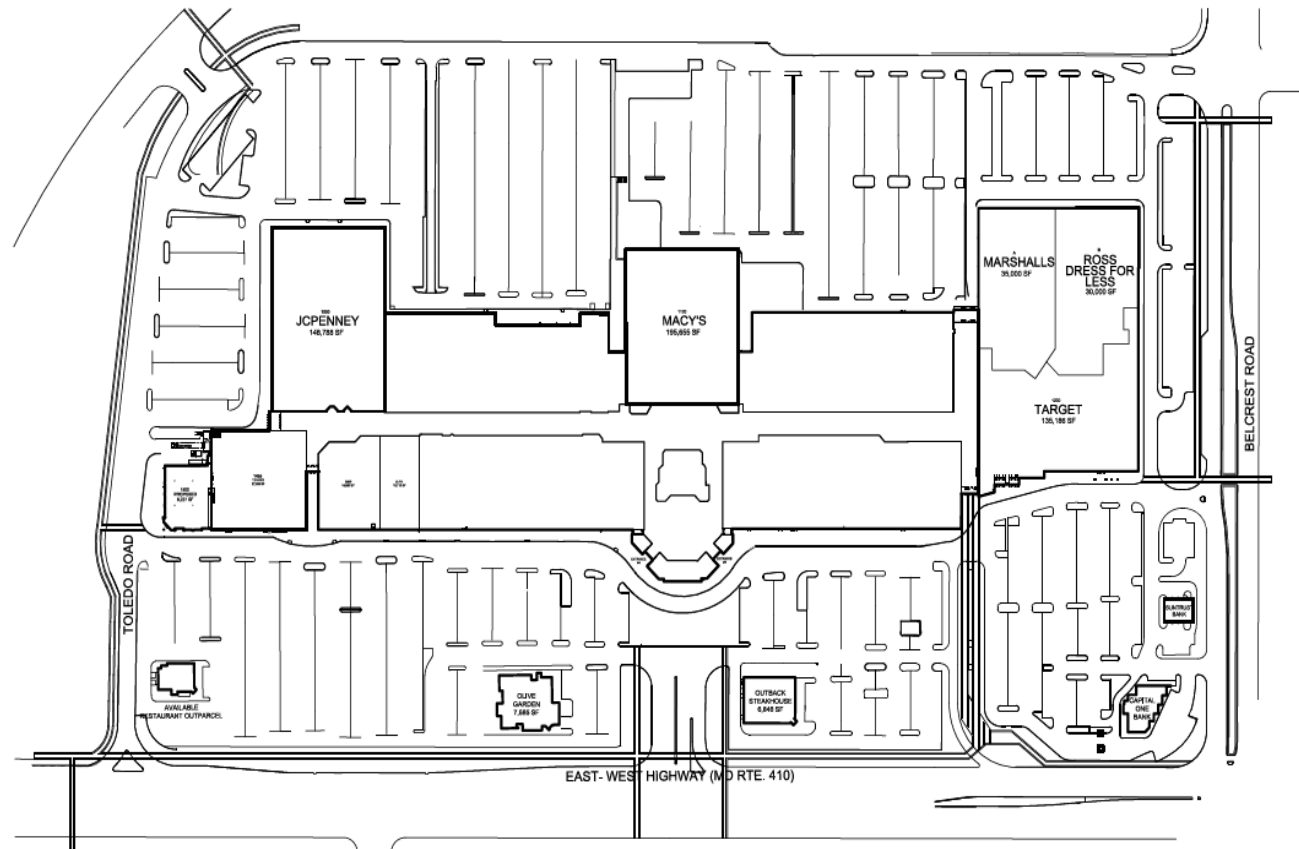
THE MALL AT PRINCE GEORGES

CapitolAerials©
Hyattsville MD20131219-153821

PREIT®

The Mall at Prince Georges

Site Plan



THE MALL AT PRINCE GEORGES

Hyattsville, MD
April 10, 2017

PREIT®

The Mall at
Prince
Georges

Southeast
Facade
Existing



PREIT®

The Mall at
Prince
Georges

Southwest
Facade
Existing



PREIT®

The Mall at
Prince
Georges

Southeast
Quadrant
Proposed



PREIT®

The Mall at
Prince
Georges

Southwest
Quadrant
Proposed



PREIT®

The Mall at
Prince
Georges

South
Facade



PREIT[®]

The Mall at Prince Georges

DSW and Ulta



PREIT®

The Mall at
Prince
Georges

Five Below



PREIT®

The Mall at
Prince
Georges

Food Court
Changes



PREIT®

The Mall at
Prince
Georges

Concourse
Furnishings
Changes



PREIT®

The Mall at
Prince
Georges

Proposed
Modified
Monument
Sign



PREIT®

The Mall at
Prince
Georges

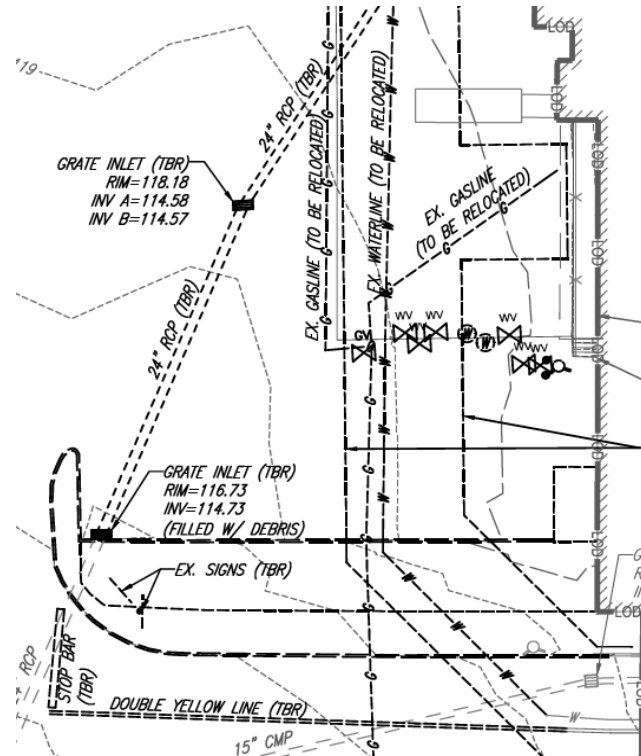
Main
Entrance
Sign



PREIT®

The Mall at Prince Georges

Five Below Pad Utility Relocations



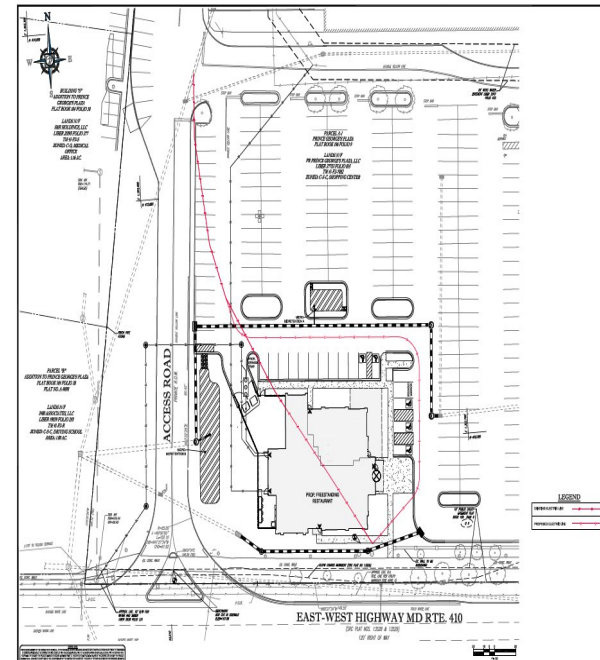
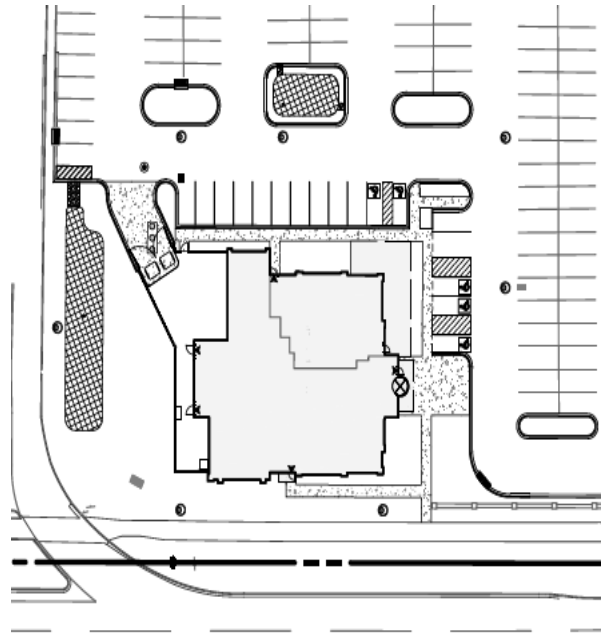
THE MALL AT PRINCE GEORGES

Outparcel

CapitolAerials©
Hyattsville MD 20131219-153821

PREIT®

The Mall at
Prince
Georges
Outparcel
Utility
Relocation





Hyattsville City Council Agenda Item Report

Meeting Date: June 5, 2017

Submitted by: Jake Rollow

Submitting Department: Community Services

Item Type: Presentation

Agenda Section: Presentations (8:20 p.m. - 8:45 p.m.)

SUBJECT

AARP Network of Age Friendly Cities (10 minutes)

Motion #

Presentation Only

Recommendation:

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

Summary Background:

The Council passed a resolution in support of joining the AARP Network of Age-Friendly Communities on Dec. 7, 2015.

The City was recently admitted into the AARP Network of Age-Friendly Communities an affiliate of the World Health Organization Network of Age-Friendly Cities. As a network member, the City, within two years must create a community-driven plan for how it will be age-friendly. During that time, the City will have access to technical assistance provided in the form of counsel from AARP staff, webinars and connections to and materials from other network members.

As a first step in this process, the Mayor and City staff will host a lunch meeting on Tuesday, July 18, at 12 p.m., in the City Building. The staff will send invitations to government and non-governmental service providers that serve seniors and people with disabilities in Hyattsville and the surrounding area. Additionally, the event will be widely publicized and open to the public.

The luncheon will provide an opportunity for the staff to present findings from our community feedback instruments. This will include relevant, age friendly information from the City Satisfaction and Quality of Life Survey (2015), the Senior and Disability Services Survey (2016), and the Sustainability Plan (2017). Participants will be able to provide input on gaps and barriers in services, as well as learn of assets and services to build upon. Attendees will also have an opportunity to brainstorm possible next steps and volunteer to join an age-friendly community steering committee. This committee will then be tasked with charting a path forward to create a community driven age-friendly action plan.

Next Steps:

Participate in the July 18 Luncheon.

Fiscal Impact:

NA

City Administrator Comments:

Recommend Support

Community Engagement:

This is a community engagement initiative.

Strategic Goals:

SG5 - Strengthen the City's Identity as a Diverse, Creative and Welcoming Community.

Legal Review Required?

NA



Hyattsville City Council Agenda Item Report

Meeting Date: June 5, 2017

Submitted by: Jake Rollow

Submitting Department: Community Services

Item Type: Legislative

Agenda Section: Consent Items (8:45 p.m. - 8:50 p.m.)

SUBJECT

FY17 Budget Appropriation: Farmers Market Grant

Motion #

194-06-FY17

Recommendation:

I move that the Mayor and Council accept and appropriation into the FY17 budget a grant in the amount of \$1,000 from the Southern Maryland Agricultural Development Corporation to support the Hyattsville Farmers Market.

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

Summary Background:

The Southern Maryland Agricultural Development Corporation awarded this grant to the City to support advertising and marketing of the Hyattsville Farmers Market.

Next Steps:

Accept the grant.

Fiscal Impact:

\$1,000

City Administrator Comments:

Recommend Approval

Community Engagement:

NA

Strategic Goals:

SG2 - Ensure the long-term economic viability of the City.

Legal Review Required?

NA



Hyattsville City Council Agenda Item Report

Meeting Date: June 5, 2017

Submitted by: Jake Rollow

Submitting Department: Community Services

Item Type: Proclamation

Agenda Section: Consent Items (8:45 p.m. - 8:50 p.m.)

SUBJECT

LGBT Pride Month Proclamation

Motion #

195-06-FY17

Recommendation:

I move that the Mayor and Council Proclaim June LGBT Pride Month in Hyattsville.

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

[LGBT Pride Month 2017.docx](#)

Summary Background:

June is LGBT Pride Month

Next Steps:

Proclaim June LGBT Pride Month in Hyattsville

Fiscal Impact:

0

City Administrator Comments:

Recommend Approval

Community Engagement:

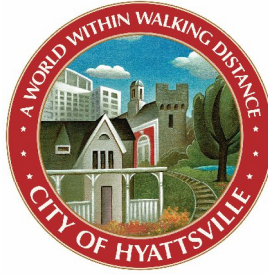
Proclamation

Strategic Goals:

SG5 - Strengthen the City's identity as a diverse, creative and welcoming community

Legal Review Required?

NA



**PROCLAMATION CELEBRATING JUNE 2017
AS LESBIAN, GAY, BISEXUAL, AND TRANSGENDER PRIDE MONTH
IN THE CITY OF HYATTSVILLE**

To celebrate the wide array of contributions that lesbian, gay, bisexual, and transgender (LGBT) residents make to our community every day, this proclamation recognizes LGBT residents as integral to the City of Hyattsville. This proclamation also reaffirms the City's commitment to remaining a safe and welcoming place where LGBT residents and their loved ones can thrive.

WHEREAS, the City of Hyattsville is fortunate to be the home of many LGBT residents, as well as residents who identify as asexual, intersex, non-binary, queer, and as part of other diverse communities; and

WHEREAS, the City has been home to more than twice the national average of same-sex households for many years; and

WHEREAS, residents of all sexual orientations and gender identities continue to participate in and enrich City programs and community events, often in addition to working across many different sectors in Hyattsville and other communities; and

WHEREAS, June is National LGBT Pride Month to commemorate a riot in 1969 at the Stonewall Inn in Manhattan that is thought to be the beginning of the gay liberation movement in the United States; and

WHEREAS, the City recognizes that while LGBT+ rights have been advanced since the beginning of the gay liberation movement in the United States, a great amount of work remains to be done so that all are included and protected in their communities by local, state, and federal law.

NOW, THEREFORE BE IT RESOLVED, that the City of Hyattsville celebrate Lesbian, Gay, Bisexual and Transgender Pride Month during June of 2017.

Candace B. Hollingsworth
Mayor
City of Hyattsville

June 5, 2017



Hyattsville City Council Agenda Item Report

Meeting Date: June 5, 2017

Submitted by: Jake Rollow

Submitting Department: Community Services

Item Type: Proclamation

Agenda Section: Consent Items (8:45 p.m. - 8:50 p.m.)

SUBJECT

Caribbean American Heritage Month Proclamation

Motion #

196-06-FY17

Recommendation:

I move that the Mayor and Council proclaim June as Caribbean American Heritage Month in Hyattsville

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

[Caribbean American Heritage Month 2017.docx](#)

Summary Background:

June is Caribbean American Heritage Month

Next Steps:

Proclaim June Caribbean American Heritage Month

Fiscal Impact:

0

City Administrator Comments:

Recommend Approval

Community Engagement:

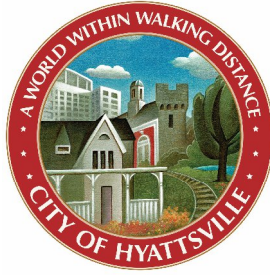
Proclamation

Strategic Goals:

SG5 - Strengthen the City's identity as a diverse, creative and welcoming community.

Legal Review Required?

NA



**PROCLAMATION CELEBRATING JUNE 2017
AS CARIBBEAN-AMERICAN HERITAGE MONTH
IN THE CITY OF HYATTSVILLE**

To celebrate the contributions that residents of Caribbean-American heritage continually make to the City of Hyattsville, this proclamation recognizes Caribbean-American residents as a vibrant and important part of our community.

WHEREAS, the City of Hyattsville is fortunate to be a diverse community, including residents who have roots across the many nations and cultures of the Caribbean; and

WHEREAS, 2017 marks the 11th anniversary of Caribbean-American Heritage Month nationally; and

WHEREAS, the City is proud to celebrate Caribbean-American heritage in coordination with immigrants, families, and communities across the country.

NOW, THEREFORE BE IT RESOLVED, that we acknowledge the role Caribbean-Americans continue to play in improving our community as we celebrate June of 2017 as Caribbean-American Heritage Month in the City of Hyattsville.

Candace B. Hollingsworth
Mayor
City of Hyattsville

June 5, 2017



Hyattsville City Council Agenda Item Report

Meeting Date: June 5, 2017

Submitted by: Shani Warner, W2

Submitting Department: Legislative

Item Type: Legislative

Agenda Section: Consent Items (8:45 p.m. - 8:50 p.m.)

SUBJECT

Ward 2 Council Discretionary Funds to Support Art Works Now Transportation

Motion #

197-06-FY17

Recommendation:

I move that the Mayor and Council approve the appropriation of \$250.00 from the Ward 2 Council Discretionary Fund to offset transportation costs for Art Works Now's Social Justice and Service Camp this summer.

Sponsor(s):

Warner, Croslin

ATTACHMENTS

Summary Background:

Established in Mount Rainier, Maryland in 2011, Art Works Now has recently moved to Hyattsville. This organization's mission is to create stronger community through the arts. Art Works provides affordable, content rich-art classes and projects, with a focus on social justice. Art Works is committed to reducing economic barriers to art education and nurturing long-term, accountable community relationships. Art Works is committed to providing quality programming to area residents and demonstrating how "art works" on both the individual and community levels.

This summer, from June 26th to June 30th, Art Works will be hosting a week of Social Justice & Service Camp for rising 6th-9th graders, led by longtime Ward 2 resident Rebecca Gitter. As part of this program, the campers will go out into the community and provide service to local non-profits, including the Anacostia Watershed Society and Eco-City Farms, along with partnering with Hyattsville's Senior Services. The campers will be offered the opportunity to serve later in the summer as counselors in training at Art Works Now's summer camp. The campers will travel off-site 3-4 days a week. Art Works has contracted with the City to use our passenger van to transport a small group of campers and staff for this program.

Next Steps:

City staff will use a portion of Ward 2's discretionary funds to offset \$250.00 of Art Works' transportation costs.

Fiscal Impact:

250

City Administrator Comments:

TBD

Community Engagement:

Staff will work with Art Works Now to coordinate a community engagement strategy.

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

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

Legal Review Required?

N/A



Hyattsville City Council Agenda Item Report

Meeting Date: June 5, 2017

Submitted by: Douglas Holland

Submitting Department: Police Department

Item Type: Budget

Agenda Section: Consent Items (8:45 p.m. - 8:50 p.m.)

SUBJECT

FY17 Budget Amendment: School Resource Officer Agreement with Prince George's County Police Department, the Board of Education of Prince George's County and the City of Hyattsville

Motion #

198-06-FY17

Recommendation:

I move that the Mayor and Council authorize the City Administrator to sign an agreement with the Prince George's County Police Department, and the Board of Education of Prince George's County to fund a School Resource Officer to be stationed at Northwestern High School, and that the Mayor and Council authorize an FY17 budget appropriation and expenditure of \$80,000 to fund the agreement.

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

[SRO_Agreement_2017_packet.pdf](#)

Summary Background:

The City of Hyattsville City Police Department assigns a full time School Resource Officer at Northwestern High School. The Prince George's County Government reimburses the City \$80,000 per fiscal year for providing this service. The formal agreement requires the signature of the City Administrator. The contract is for the 2017 school year.

The revenue from this agreement was not included in the FY2017 budget. Mayor and Council authorization for a supplemental appropriation and expenditure of \$80,000 is required.

Next Steps:

The City Administrator will sign the agreement and copies will be returned to Prince George's County.

Fiscal Impact:

An additional appropriation and expenditure of \$80,000

City Administrator Comments:

Recommend Approval

Community Engagement:

N/A

Strategic Goals:

Goal 3 – Enhance a safe and pleasant community

Legal Review Required?

Pending

AGREEMENT

THIS AGREEMENT ("Agreement") entered into this ____ day of _____, 2016 by and among Prince George's County, Maryland, a body corporate and politic (hereinafter referred to as "the County"), on behalf of the Prince George's County Police Department (hereinafter referred to as "the Department"), the Board of Education of Prince George's County (hereinafter referred to as "BOE") and the City of Hyattsville, Maryland (hereinafter referred to as "City of Hyattsville"), a Maryland municipal corporation.

WHEREAS, the County's Budget Ordinance for Fiscal Year 2017 has appropriated Eighty Thousand Dollars (\$80,000) to fund a School Resource Officer to be stationed at a school within the City of Hyattsville limits, and

WHEREAS, in accordance with the County's Budget, the Department, the Board of Education and the City of Hyattsville agreed upon the assignment of one (1) City of Hyattsville police officer to serve as a School Resource Officer at Northwestern High School on a full time basis; and

NOW, THEREFORE, in consideration of the mutual covenants herein stated and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby, agree as follows:

1. COMPENSATION TO THE CITY OF HYATTSVILLE

The County shall pay to the City of Hyattsville the amount of Eighty Thousand Dollars (\$80,000.00) in consideration of the City of Hyattsville's assignment of one (1) School Resource Officer at Northwestern High School on a full time basis during the Fall and Spring Semesters of the 2016-2017 school year. The County shall pay the City of Hyattsville for services rendered not less than thirty (30) days after receipt of a proper invoice containing the signature of an

authorized representative of the BOE confirming receipt of the services invoiced. The maximum payable to the City of Hyattsville under this Agreement shall not exceed Eighty Thousand Dollars (\$80,000.00).

2. TIME OF PERFORMANCE

This Agreement is effective as of July 1, 2016 and expires on June 30, 2017, subject to the availability of funding.

3. SCOPE OF SERVICES

This Agreement is intended to establish a law enforcement presence at Northwestern High School. The duties of said Officer must be performed in a manner that assures and enhances the public's trust and confidence. The incumbents in these positions are authorized to carry out their duties and responsibilities in accordance with the established performance standards, policies, procedures, regulations of their employing agency and federal, State and local laws. The assigned School Resource Officer shall:

- a. Security: Provide a visible security presence in the assigned school for the purposes of improving security measures within the school grounds;
- b. Mentoring: Provide professional advice to students with problematic issues;
- c. Liaison Activities: Cooperate with the Prince George's County Police Department components of patrol, investigative and COPS units;
- d. Investigations: Conduct complete and professional investigations of criminal activity and provide thorough written reports in the format required by the parties;
- e. Communication: Work in partnership with citizens to assist in finding resolutions to immediate community problems;
- f. Other duties: Perform other job-related duties as assigned.

4. INDEMNIFICATION

The parties shall mutually indemnify, defend and hold harmless one another, and their agents, representatives, officials, officers, and employees from any liability for injury to persons including death or personal property or otherwise arising out of the negligent act or failure to act of the indemnifying party or its agents, officers, or employees with respect to any actions performed in connection with this Agreement. The indemnifying party shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the indemnified party in any such action, the indemnifying party shall, at its own expense, satisfy and discharge same.

5. RIGHT TO TERMINATION

This Agreement may be terminated at any time and for any reason by any party by giving thirty (30) days prior written notice to other party. In the event of such termination and if the City of Hyattsville is entitled to compensation of services already rendered to the BOE, the City of Hyattsville shall be compensated upon submission of an invoice in accordance with Section 1 hereof. The City of Hyattsville shall not be entitled to anticipatory profits.

6. NOTICE PROVISIONS

Notices shall be deemed sufficient when given by certified mail, return receipt requested to the following addresses, which may be revised by the parties by written notice:

For the County: Chief of Police
7600 Barlowe Road
Palmer Park, MD 20785

With copies to: County Attorney
Office of Law, Room 5121
14741 Governor Oden Bowie Drive
Upper Marlboro, MD 20772

For the City of Hyattsville: City Administrator
 4310 Gallatin Street
 Hyattsville, MD 20781

For the Board of Education: Dr. Kevin M. Maxwell
 Superintendent of Schools for Prince George's County
 14201 School Lane
 Upper Marlboro, MD 20772

7. DISCRIMINATION CLAUSE

The City of Hyattsville, BOE, the County, and the Department shall not discriminate in employment against any person based on religion, race, color, sex, national origin, disability or sexual orientation.

8. GOVERNING LAW

The laws of the State of Maryland and Prince George's County, Maryland shall govern this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first set forth above.

PRINCE GEORGE'S COUNTY, MARYLAND

BY: _____
 Nicholas A. Majett
 Chief Administrative Officer

 Witness

CITY OF HYATTSVILLE, MARYLAND

BY: _____
 City Administrator

 Witness

BOARD OF EDUCATION
 OF PRINCE GEORGE'S COUNTY

BY: Kevin M. Majewell
 Signature
Chief Executive Officer
 Title

Margaret Thompson
 Witness

REVIEWED AND APPROVAL RECOMMENDED:

BY: _____
 Henry P. Stawinski III, Chief of Police

Reviewed for Legal Sufficiency

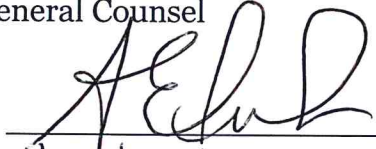
 Office of Law

AGREEMENT
Between
PRINCE GEORGE'S COUNTY, MARYLAND
ON BEHALF OF PRINCE GEORGE'S COUNTY POLICE DEPARTMENT
and
BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY
and
CITY OF HYATTSVILLE, MARYLAND

Re: School Resource Officer at Northwestern High School

PGCPS Approved for Legal Sufficiency

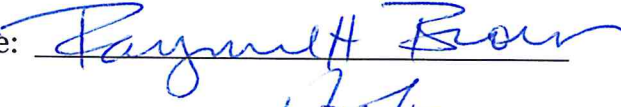
Aaron Price, Esq.
Office of General Counsel

Signature: 

Date: 5/24/15

PGCPS Approved for Financial Adequacy

Raymond Brown
Chief Financial Officer
Office of Business Management Services

Signature: 

Date: 6/25/15



Hyattsville City Council Agenda Item Report

Meeting Date: June 5, 2017

Submitted by: Ron Brooks

Submitting Department: Finance

Item Type: Budget

Agenda Section: Consent Items (8:45 p.m. - 8:50 p.m.)

SUBJECT

Lease Finance and Purchase of Police Vehicles and a Truck for DPW Including Related Equipment Approved in the FY-2017 Capital Improvement Plan

Motion

199-06-FY17

Recommendation:

I move that the Mayor and Council authorize the City Administrator to execute a lease finance agreement with Tax-Exempt Leasing Corp in an amount not to exceed \$523,000 at a rate of 2.94% for five years to finance the lease purchase of ten police vehicles and a truck for DPW including related equipment approved in the FY-2017 Capital Improvement Plan and upon legal review and approval by the City Attorney.

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

[RB Police and DPW Replacement Cars and Equipment 2017 Lease Finance.docx](#)

Summary Background:

The Mayor and Council approved the purchase of replacement vehicles for the Police Department and DPW including related equipment in the FY-2017 Capital Improvements Budget Plan. Funding for these vehicles and equipment will be provided via lease financing and is consistent with last year. Recently we received three proposals that included the rate and terms for lease financing with the lowest rate quote of 2.94% to a high of 3.55% for a term of five years

Next Steps:

Execute the lease agreement.

Fiscal Impact:

Twenty quarterly lease payments of \$27,814 or less.

City Administrator Comments:

See "Summary Background" above.

Community Engagement:

None

Strategic Goals:

Goal 4 - Foster Excellence in all City Operations

Legal Review Required?

Pending

INTEROFFICE MEMORANDUM

TO: Mayor and Council
Tracey Nicholson
FROM: Ron Brooks
DATE: June 1st, 2017
SUBJECT: Lease Finance Recommendation to Purchase Replacement Vehicles for Police & DPW

Background

As part of the FY-2017 Capital Improvements Budget Plan City Council approved \$423,000 for the Police Department and provided \$300,000 for DPW to purchase replacement vehicles including related equipment. Consistent with last year, funding for these vehicles and equipment will be provided via lease financing. Recently we received three proposals that included rate and term quotes for lease financing. Below are quotes received from each company, followed by our recommendation.

<u>Company Name</u>	<u>Interest Rate</u>	<u>Term</u>
First Capital (a)	3.55%	5 Years
Green Campus Partners (a)	3.65%	5 Years
Tax-Exempt Leasing (b)	2.94%	5 Years

- (a) These two organizations provided quotes but final approval was contingent on providing the City audit for FY-2015.
- (b) This organization provided the lowest quote and approval was given with the understanding that the FY-2015 audit could be submitted at a later date.

Recommendation

I recommend that The City accept the proposal from Tax-Exempt Leasing to provide up to \$523,000 in lease financing at a rate of 2.94% for 5 years to purchase replacement vehicles for the Police and Public Works Departments including related equipment and authorize the City Administrator to execute a lease finance agreement with Tax-Exempt Leasing. The City attorney will review the lease agreement as required by the City Charter.

Should you have questions or need more information, please let me know.

Thank You,

Ron Brooks
Treasurer



Hyattsville City Council Agenda Item Report

Meeting Date: June 5, 2017

Submitted by: Laura Reams

Submitting Department: Legislative

Item Type: Legislative

Agenda Section: Consent Items (8:45 p.m. - 8:50 p.m.)

SUBJECT

Acceptance of Resignation, Council Vice President (5 minutes)

Motion #

200-06-FY17

Recommendation:

I move that the Mayor and Council accept the resignation of Councilmember Thomas Wright from the position of Council Vice President.

Sponsor(s):

Wright

ATTACHMENTS

Summary Background:

N/A

Next Steps:

N/A

Fiscal Impact:

N/A

City Administrator Comments:

N/A

Community Engagement:

N/A

Strategic Goals:

N/A

Legal Review Required?

N/A



Hyattsville City Council Agenda Item Report

Meeting Date: June 5, 2017

Submitted by: Laura Reams

Submitting Department: Police Department

Item Type: Grant

Agenda Section: Consent Items (8:45 p.m. - 8:50 p.m.)

SUBJECT

FY18 Budget Appropriation: Maryland Smart Energy Communities (MSEC) Grant Award

Motion

201-06-FY17

Recommendation:

I move that the Mayor and Council accept and appropriate into the FY18 budget a grant from Maryland Smart Energy Communities (MSEC) in the amount of \$62,800 for the purchase of one Chevrolet Bolt electric vehicle, one Zero DPS Electric Police Motorcycle, two electronic charging stations and labor to install the stations.

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

[Md. Energy Administration Grant Award Memo.docx](#)

[Md. Smart Energy Communities.pdf](#)

Summary Background:

In February 2017 the Police Department submitted a grant application to the Maryland Energy Administration for two Chevrolet Bolt electric vehicles, one Zero DPS Electric Police Motorcycle, two electric vehicle charging stations and labor costs to install the charging stations. The total request was for \$133,610. The City committed to contribute (match) up to 20% of the total award.

In May 2017 the City was notified it had been selected to receive up to \$62,280 to support the purchase of one Chevrolet Bolt electric vehicle, one Aero DPS Police electric motorcycle, two electric vehicle charging stations and labor costs to install the stations. The addition and integration of electric police vehicles is consistent with sustainability goals, and will save on gas, maintenance, oil, and have a positive impact on the environment. The electric lightweight motorcycle is designed and primarily used for low speed patrolling of parks, bike paths, pedestrian trails, shopping centers and off-road use. The cost of insurance coverage for the electric vehicle and motorcycle will be equal to, or less than current police vehicle coverage.

This item is time sensitive. The grant agreement must be signed no later than June 9, 2017.

Please see the attached memorandum for more details.

Next Steps:

This grant must be accepted by June 9, 2017.

Fiscal Impact:

TBD

City Administrator Comments:

Recommend Support

Community Engagement:

N/A

Strategic Goals:

Goal 3 Enhance a safe and pleasant community

Legal Review Required?

N/A



Memo

To: Mayor and Council
From: Douglas K. Holland, Chief of Police
CC: Tracey Nicholson, City Administrator
Date: May 31, 2017
Re: Maryland Smart Energy Communities (MSEC) Grant Award

Summary Background

The City of Hyattsville adopted a Petroleum Reduction Plan in 2011 and has been aggressively working to follow the plan's goals and to continue reducing the usage of gasoline and oil by purchasing vehicles that either eliminate petroleum use completely (EVs), reduce the amount of petroleum used (Hybrids), or lower the amount of petroleum and carbon emissions used by supplementing it with e85 ethanol fuel (Flex Fuel Vehicles).

In the area of transportation, the City of Hyattsville is working hard to become an aggressive leader in our goals of promoting clean air, lowering the production of greenhouse gases produced, and reducing our nation's dependency on foreign oil by eliminating the need for petroleum whenever possible, using traditional, unique and innovative ideas. In 2014 the City purchased seven "anti idling" devices that were installed in marked police patrol vehicles. These devices allow the vehicles to operate radios, lights and other emergency equipment with the internal combustion engine turned off, thus reducing petroleum use and carbon emissions. From 2014 -2016 the Police Department purchased six Ford sedans and eight Ford SUVs for patrol and K-9 use. All of these vehicles are flex fuel models. Additionally, the police department

currently has a “marked” electric golf cart, three police model electric Human Transport Vehicles (Segways), and a number of bicycles that are utilized for special events and limited patrols.

In February 2017 the Police Department submitted a “Maryland Smart Energy Communities Grant” application to the Maryland Energy Administration. The grant request was for two Chevrolet Bolt electric vehicles and one Zero DSP Electric Police Motorcycle. Also requested were two Level 2 (240 VAC) Pedestal Mount Charging Stations to be mounted in the parking lot of the City Administration Building. The total amount requested was \$133,610. The City committed to contribute (match) up to 20% of the total award amount.

In May 2017 the City was notified that it had been selected to receive up to \$62,280 towards its petroleum reduction goals. The grant award was to support the acquisition of one Chevrolet Bolt vehicle, one Zero Electric Motorcycle, two charging stations and labor to install the charging stations.

The Chevrolet Bolt vehicle will be a marked vehicle and used for limited patrol, administrative and special event deployments. The electric motorcycle will be used for off road and trail patrols in addition to limited patrol and special event deployments.

The total project cost is \$77,850. The grant award is \$62,280. The city contribution (match) is \$15,570. The City contribution (match) will be taken from approved FY2018 Police and Parking Compliance Capital Expenditure accounts. Liability insurance coverage for the two vehicles is consistent with coverage of all other vehicles.

This item is time sensitive and the grant agreement must be signed by the City Administrator no later than June 9, 2017.

Recommendation

I move that the Mayor and Council authorize the acceptance of the Maryland Smart Energy Communities Grant award in the amount of \$62,280.



Maryland Energy Administration

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor
Mary Beth Tung, Director

Tracy Nicholson
City Administrator
City of Hyattsville
4310 Gallatin Street
Hyattsville, Maryland 20781

Dear Ms. Nicholson:

Subject: Maryland Smart Energy Communities (MSEC) Award Letter 2017

I am pleased to announce that The City of Hyattsville has been selected to receive up to \$62,280.00 towards your petroleum-reduction goals from the Maryland Smart Energy Communities Grant Program. The Program received a number of very competitive applications.

The grant funding described above is conditional upon a signed and executed grant agreement between MEA and The City of Hyattsville demonstrating the Grantee's commitment to meet the goals and requirements of the Maryland Smart Energy Communities Grant Program.

Caitlin Madera at MSEC.MEA@maryland.gov will be serving as the MEA project manager for this grant. She will be in touch with you shortly to formulate your grant agreement.

I congratulate you and your community on the proposal that received this award.

Sincerely,

Chris Rice
Director, Energy Programs
Maryland Energy Administration

**Maryland Energy
Administration
Maryland Smart Energy Communities Grant**

Authorized Representative

(the individual with signature authority for the applicant organization)

Print Name	Title	Phone Number	Email
Tracey Nicholson	City Administrator	301-985-5000	tnicholson@hyattsville.org

Application Point of Contact

(the individual completing the application)

Print Name	Title	Phone Number	Email
Sgt. Richard T. Hartnett	Police IT Manager	301-985-5060	rhartnett@hyattsville.org

Project Manager

(the individual who will be managing the passing of the policies and the development of the energy baselines and action plans on a day-to-day basis)

Print Name	Title	Phone Number	Email
Sgt. Richard T. Hartnett	Police IT Manager	301-985-5060	rhartnett@hyattsville.org

Legal Contact

(the individual who is responsible for legal review)

Print Name	Title	Phone Number	Email
Skip Cornbrooks	City Attorney	410-727-5000	scornbrooks@bkcklaw.com

If chosen for an award, please list the names and titles of the individuals whose signatures are required to enter into a Grant Agreement with MEA for your local government. Additionally please briefly describe the process and expected time frame to obtain those required signatures and return

Signatures Required From:

Candice B. Hollingsworth – Mayor

Tracey Nicholson – City Administrator

Process:

Grant accepted. Required signatures obtained and document returned within one week to MEA.

**Maryland Energy
Administration
Maryland Smart Energy Communities Grant**

D. Progress Toward MSEC Goals and Other Energy Best Practices

Please provide an update on all MSEC goals adopted by your community, including whether or not the goal has been met and the outlook for meeting the goals.

Energy Efficiency Goal (15% reduction in kWh/gross square feet within 5 years of the baseline year)

Renewable Energy Goal (20% of electricity consumed by the community will come from renewable energy sources by 2022)

Transportation Petroleum Reduction Goal (20% reduction in on-road gasoline & diesel consumption within 5 years of baseline year)

The Mayor and Council of Hyattsville have directed the City's Director of Public Works and the members of the Environmental Committee, five total members, amending the City's existing sustainability policy to incorporate a Renewable Energy and Petroleum Reduction by 2013. It is now 2017, and many of those goals in the area of transportation have been accomplished.

As this grant is specific to reducing petroleum in the city police vehicles, Sgt. Richard Hartnett, the Technical Services Manager of the Hyattsville City Police Department will serve as the project manager for this application.

It should be noted that the City of Hyattsville adopted a "Petroleum Reduction Plan" in 2011, and has been aggressively working to follow the plan's goals, and to continue reducing the usage of gasoline and oil by purchasing vehicles that either eliminate petroleum use completely (EVs), reduce the amount of petroleum used (Hybrids), or allow lower the amount of petroleum and carbon emissions used by supplementing it with e85 ethanol fuel (Flex-Fuel vehicles).

For example, in 2011 (baseline year), the City operated 64 vehicles for police, public works, parks & recreation and administration. Those 64 vehicles used a total of 67,543 gallons of gasoline, or an average of **1,055 gallons-per-vehicle**.

In 2016 (last full year), the City operated 96 vehicles for police, public works, parks & recreation and administration. Those 96 vehicles used a total of 77,052 gallons of gasoline, or an average of **803 gallons-per-vehicle**. This resulted in an overall **reduction of 24%** over the last 5 years, which means that not only did the City meet its adopted 2011 Petroleum Consumption Reduction Plan to reduce fuel usage by *at least 20% within 5 years*, but it **exceeded it by 4%**. Meanwhile, the City continues to move forward with unique and innovative projects to reduce petroleum consumption even more, such as the project outlined in this grant application.

Please see the attached Hyattsville Petroleum Consumption Reduction Plan Outline and Total Fuel Usage Reports for detailed information.

Please summarize energy related projects, initiatives, and other related work that has been completed by your community since becoming a Maryland Smart Energy Community, including whether project funding has come from sources other than MEA (e.g., Private Foundations, other Federal/State grants, General Funding).

Maryland Energy Administration Maryland Smart Energy Communities Grant

The Mayor and Council of Hyattsville and its five member Environmental Committee is committed to importance of clean air and the reduction of greenhouse gases by lowering and/or eliminating petroleum consumption through creative solutions, many of which are listed below:

2013 – The City purchased three Polaris GEO ELxD Electric Low-Speed Vehicles to replace three gasoline powered vehicles used by the city's parking and code enforcement departments, which resulted in a **100% reduction in petroleum** for those vehicles. (Funded with MEA grant.)

2014 – The city purchased seven “Anti-Idling” devices which were installed in marked police patrol cars. These devices allow the vehicles to operate their radios, lights and other emergency equipment with the internal combustion engine turned off, thus reducing petroleum use and carbon emissions. Excessive idling is bad for the environment and for the vehicle engine's moving parts. Every 2 minutes of idling burns the same amount of fuel necessary to travel one mile. Because police vehicles are often on the scene of traffic accidents, special events and other locations for an excessive amount of time where the emergency equipment needs to be left on but the vehicle is not moving, the anti-idling devices allow a significant reduction of carbon emissions and fuel consumption by turning the vehicle's motor off while on the scene. (<http://americancityandcounty.com/pubsafe/anti-idling-device-201005>) (See attached pictures taken at the City's Annual Open House, demonstrating the Anti-Idling Devices.) (Purchased with MEA grant.)

2014 – The City purchased one Ford C-Max Hybrid vehicle to replace one older gasoline powered vehicle for use in the Code Enforcement Department. Because hybrid vehicles do not idle, and use electricity (only) when traveling at speeds below 26 mph, they result in a significant reduction of carbon emissions and fuel consumption (Purchased with city funds.)

2015 - The City purchased two Ford C-Max Hybrid vehicles to replace two older gasoline powered vehicles for use in the Code Enforcement Department. Because hybrid vehicles do not idle, and use electricity (only) when traveling at speeds below 26 mph, they result in a significant reduction of carbon emissions and fuel consumption (Funded with MEA grant.)

2014-2016 – The Police Department purchased six Ford Interceptor Sedans for patrol use, and eight Ford Interceptor SUVs for Patrol/K-9 Use. All of the vehicles purchased were “Flex-Fuel” models. Flex-fuel vehicles allow the consumption of e85 gasoline/ethanol mixed fuel, which **reduces emissions of carbon monoxide by as much as 30%**. Whenever possible, those vehicles are fueled with the gasoline/ethanol mix. (Purchased with city funds.)

The Police Department also has an Electric Golf Cart which is marked as a police vehicle with lights, siren, etc., and which is used instead of a gas powered police vehicle at special events, school resource officer patrols, parades, etc. Because it is electric and produces no CO2 or carbon monoxide, it can be driven inside of buildings when necessary, and **eliminates petroleum usage completely**. (Purchased with Local Business Grant.)

Similarly, the Police Department owns three Electric Segway Human Transport Vehicles, which are used extensively at special events, crowd control situations, parades and the general patrol of shopping centers, apartment complexes and back streets, resulting in situations where the officers are able to easily talk to the residents, as they are not confined to the “enclosure” of the police car. In every instance where the Segways are used instead of a regular gasoline powered police vehicle, they help build the trust relationship between officers and residents, and **eliminate petroleum usage completely**. (Purchased with U.S. BJA Grant)

It is important to note the amazing number of people that approach and talk to police officers when they are in the Golf Cart or on the Segways, and how many of those people are interested in how these electric “vehicles” can be as effective as a big, gasoline burning police car. If we are able to purchase the electric police cars and the electric police motorcycle requested in this grant, we expect that same type of curiosity from residents, which gives them a reason to “talk shop” with the officers. This mutual conversation helps to improve the overall police officer/citizen relationship, while reinforcing the importance of **eliminating and/or reducing the need to burn fossil fuels** to protect the environment.

Please describe the system you are currently using to track energy consumption and renewable energy generation and whether or not it is suitable for monitoring progress toward your community's MSEC goals.

**Maryland Energy
Administration
Maryland Smart Energy Communities Grant**

Not Applicable.

Hyattsville's projects to date are all related to the reduction of petroleum use in vehicles.

Please submit an updated energy consumption report in the style of your initial energy consumption, renewable energy, and/or transportation petroleum consumption baseline. For example, if your community selected 2015 as the baseline year for the energy efficiency goal, we expect to see a full year's worth of electricity consumption information for 2016. **Communities that participated in FY 13, 14, 15 or FY 16 under the New Community Track and are seeking additional funding under the Existing Community Track must submit this updated energy report to qualify for additional funding under FY 17.**

For assistance in putting together this updated energy report, technical assistance is available through the University of Maryland Environmental Finance Center email Mike Hunninghake at mikeh75@umd.edu. *Submit as an Appendix to the application (XLS, PDF, DOC format).*

In 2011 (baseline year), the City operated 64 vehicles for police, public works, parks & recreation and administration. Those 64 vehicles used a total of 67,543 gallons of gasoline, or an average of **1,055 gallons-per-vehicle**.

In 2016 (last full year), the City operated 96 vehicles for police, public works, parks & recreation and administration. Those 96 vehicles used a total of 77,052 gallons of gasoline, or an average of **803 gallons-per-vehicle**. This resulted in an overall **reduction of 24%** over the last 5 years, or an equivalent of **24,194** gallons of fuel saved.

As such, the City has met its meet it's adopted 2011 Petroleum Consumption Reduction Plan to reduce fuel consumption by *at least 20% within 5 years*, in fact it **exceeded it by 4%**.

Please see the attached Hyattsville Petroleum Consumption Reduction Plan Outline and Total Fuel Usage Reports for detailed information.

* Note: The City of Hyattsville changed the method it uses to track fuel consumption from a manually entered system in 2011, to an automated system provided by the fuel supplier in later years. As such, the fuel report for 2011 looks substantially different than the succeeding years, even though they both provide the necessary consumption totals. Additionally, because our fuel supplier (Wex Fuel) ends its billing cycles on the 8th of each month, the 2016 report only runs until December 8. However, to help show the City's consistency in its efforts to reduce fuel consumption, three recent yearly reports (2014, 2015 & 2016) are included along with the original 2011 report.

**Maryland Energy
Administration
Maryland Smart Energy Communities Grant**

Energy Codes:

What year of the International Energy Conservation Code (IECC) is being enforced by your community? Please provide a weblink or a copy of the authorizing resolution or ordinance.

The City of Hyattsville does not review or approve building permits. All permits are issued by the Prince George's County Department of Permitting, Inspections and Enforcement. However the City does comply with the enforcement of the IECC Code for 2015.

Provide any other pertinent information that the MEA evaluation team should know about your community's pursuit of the MSEC energy goals.

Maryland Energy Administration Maryland Smart Energy Communities Grant

The City's Sustainability Policy, adopted in 2010 by the Mayor and Council, states the City's commitment to responsible environmental stewardship through the consideration of the environment in its departmental operations and all facets of managing the City of Hyattsville's resources. This commitment is manifested by incorporating principles of sustainability and energy efficiency into all of its capital improvement projects, operations and resource use. The City affirms its commitment to departmental operations and project implementation including the design, construction, operation, maintenance, and rehabilitation of buildings in ways that conserve natural resources and reduce pollution.

The City of Hyattsville's goal is to have the principles of sustainability and energy efficiency reflected in all aspects of City operations. The City of Hyattsville will demonstrate environmental leadership by consistently adopting local regulations which meet and strive to exceed established environmental targets, standards, and requirements of the State of Maryland and Prince Georges County. The City also will implement best practices regarding issues including renewable energy and green house gas emissions, pollution prevention, reuse/recycling and Brownfield remediation, storm water management, and water quality.

The City of Hyattsville was one of the first Sustainable Communities designated by the Maryland Department of Housing and Community Development and the adopted 2011 – 2015 City of Hyattsville Community Sustainability Plan serves as the best practices model for municipalities throughout the State of Maryland.

The City of Hyattsville is a participant in the Small Town Energy Program (STEP) is funded through a three-year grant from the U.S. Department of Energy in 2010, and is exclusively for residents of College Heights Estates, Hyattsville, Riverdale Park and University Park, Maryland. STEP includes energy evaluations for residents, preferred home performance contractors, follow-up testing to ensure residents receive services that satisfy industry standards, rebates, low-interest loans and other financial incentives, and on-going support from a local Energy Coach.

In the area of transportation, the City of Hyattsville is working hard to become an aggressive leader in our goals of promoting clean air, lowering the production of greenhouse gases produced, and reducing our nation's dependency on foreign oil by eliminating the need for petroleum whenever possible, using traditional, unique and innovative ideas.

From 2013 to 2016 the City has replaced several gas powered city vehicles with 3 all-electric models, 3 hybrid models, and 14 "Flex Fuel" models. Moving forward, our goal is continue to replace petroleum powered vehicles with either all-electric or other fuel efficient models. The Police Department specifically, also uses an all-electric, fully marked Police Golf Cart, and three all-electric "Police Model" Segway Human Transport Vehicles for special events and everyday patrol in certain areas of the city. Each time one of the Segways or the Golf Cart is used in place of a gasoline powered police car, *the use of petroleum is eliminated completely.*

The City has also began hosting an annual public "Green Day" event (the first one was last year), which showcases the City's commitment to our MSEC energy goals, but also provides the attendees with a variety of vendors and/or public advocacy groups, that demonstrate ways to save both the environment and money alike, by utilizing renewal energy, rain barrels, solar powered water heaters, energy efficient appliances, LED lighting, and by driving electric vehicles. Not only were the City's own fully-electric vehicles on display, but personally-owned vehicles from members of EVA-DC (The Electric Vehicle Association of Washington, DC) were on hand to help explain the virtues of driving electric.

Purchasing and utilizing these all-electric, hybrid and Flex-Fuel vehicles has allowed the City to reduce it's the use of petroleum by **24%**, and by promoting our energy/petroleum reduction goals to the public; we encourage others to do the same.

Maryland Energy Administration Maryland Smart Energy Communities Grant

MEA's funding must be used for energy efficiency, renewable energy, or transportation petroleum reduction projects. The program budget is up to \$1.6 million available for fiscal year 2017. Of this, up to \$725,000 must be used for energy efficiency projects and up to \$855,000 must be used for renewable energy and/or transportation petroleum reduction projects.

Please Note:

Beginning in FY17, the MSEC Grant Program will no longer consider Low-to-Moderate Income Projects. Communities with eligible projects must submit a separate application to the Clean Energy Communities Low-to-Moderate Income Grant Program. Please visit this page for more information: <http://energy.maryland.gov/govt/Pages/CleanEnergyLMI.aspx>

E. Project Proposal

Please classify your project as one of the following:

- ☒ A project that will reduce petroleum consumption associated with our local government fleet
- ☐ A project that will cost effectively reduce electricity consumption in government-owned buildings
- ☐ A project that will increase renewable energy generation for the local government

State your project name:

Electric Police Vehicles

Describe your project (400 words or less). What energy measures are you proposing to install/implement? On what buildings or facilities are you proposing to install/implement the energy measure(s)?

Maryland Energy Administration Maryland Smart Energy Communities Grant

The Hyattsville City Police Department operates a fleet of 64 gasoline-powered patrol vehicles, both marked and unmarked. While seven of those vehicles are equipped with “Anti-Idling” devices to reduce petroleum consumption, most of the remaining vehicles have no means of curbing carbon emissions or fuel usage when running, and as a result, consume a considerable amount of gasoline and oil. As such, the city seeks to replace three of those gasoline powered marked police patrol vehicles with two fully electric SUVs and an all-electric motorcycle, all of which will be used as police patrol vehicles.

All-electric police SUVs and a police motorcycle will **reduce the consumption of gasoline and oil by 100%**, and will eliminate the output of carbon emissions **completely** on those vehicles.

The City of Hyattsville seeks to use this project to not simply replace gasoline powered vehicles with electric models, but to provide yet another example of our goal to reduce overall petroleum consumption in city government vehicles by 20% *and more*.

Although there are many different types of gasoline powered vehicles that could be replaced with an electric counterpart, the nature of a fully marked electric police vehicle/motorcycle provides *high visibility* to the general public, which “advertises” that the City of Hyattsville has a firm commitment to clean air through the reduction and/or elimination of petroleum, a decreased dependency on foreign oil, and a fiscal responsibility to reduce the overall cost of tax dollars necessary to operate its motor fleet, as it is been proven that a byproduct of owning electric vehicles is their extremely low operational and maintenance costs.

For this project, the unique and ground breaking Chevrolet Bolt All-Electric SUV was chosen for its “mini-utility” design, and because the Bolt has an EPA estimated range of **238 miles per charge**, which is higher than any other electric vehicle on the market in its low-end pricing class. In addition, the “Zero” Electric Police Motorcycle was selected due to its range of **176 miles per charge**, and its ability to patrol areas not easily accommodated by a full sized vehicle.

To complete this project, the City also seeks to purchase and install four Level 2 (240V/40A) Electric Vehicle Charging Stations, which would be used to charge the all-electric police vehicles and motorcycle, **and would be available for use by the general public as well**.

Describe why your project might be considered innovative:

As of this date, we know of no other police department in the State of Maryland using an **all-electric vehicle as a marked police patrol car**, and the “buzz” that will be created by the operation of electric police vehicles will proclaim to the residents of Maryland and the State’s other local government agencies that electric vehicles are a solid and viable replacement for petroleum-based vehicles, as well as *having a viable place in police work*.

It is important to note that currently the use of electric vehicles is police work is an anomaly. As such, there is a curiosity factor that naturally comes with “deviating from the norm,” which causes members of the public to show interest and ask questions. When citizens approach police officers to ask about the “electric police car” (or motorcycle), it helps to tear down the invisible wall that often divides law enforcers from civilians, and gives them a common subject to talk about. With the current state of strained relations between police officers and the public, both in Maryland and throughout the entire country, the unintended side effect of getting citizens and police officers talking positively to each other cannot be overlooked, and is refreshingly welcome. In that respect, these electric police vehicles do more than just eliminate the use of petroleum and save money in maintenance, but also provide a unique and innovative opportunity to act as an important and much needed public relations tool.

The City of Hyattsville wants to be a leader in promoting clean air, and in the overall reduction or elimination of the need to burn fossil fuels for transportation. As such, these electric police vehicles will not just be driven as everyday patrol vehicles, but will be used extensively in government and public educational programs and displays to promote the use of electric vehicles in general. It will not be unusual to see these vehicles appear at various “Green Day,” “Earth Day,” “Government Open House,” and other related type events both locally and across the state, with police officers handing out materials explaining the health benefits of reducing carbon emissions, and the cost effectiveness of driving electric vehicles.

Maryland Energy Administration Maryland Smart Energy Communities Grant

Please describe how the financial benefits of the proposed project will positively impact the town/city/county (e.g. lower operating costs). Will the proposed project have any impact on local businesses (e.g. job activity through the installation of the solar panels)?

Financial Benefits:

Aside from the primary “clean air” benefits of operating all-electric vehicles, a key by-product is the very low operational and maintenance costs. The SUV vehicles chosen for this project is the all new, all-electric Chevrolet Bolt, which has an EPA estimated range of 238 miles per charge. It utilizes a 60 kWh lithium-ion rechargeable battery, and at the current rate of electricity in Maryland, the cost is approximately \$8.10 to “fill up.” (13.5c/kWh x 60). The typical gasoline powered police vehicle in the City’s fleet averages 14 mpg. To travel 238 miles, a police vehicle consumes 17 gallons of gasoline. Based on the current average price of \$2.35 per gallon, the cost to fuel the gasoline powered police vehicle is \$39.95, or \$31.85 *higher* than the cost to fuel the electric police vehicle. As such, the cost of “fuel” for an electric police vehicle is considerably less than its gasoline powered counterpart. Additionally, the gasoline powered police vehicle requires an oil change every 3000 miles, and based on an annual average of 15,000 miles driven, 5 oil changes are required at approximately \$35 each. Currently the gasoline powered police car uses approximately 22 gallons of gasoline per week, at an annual cost of \$2688.40, plus the 5 oil changes at an annual cost of \$175.00, for a grand total of \$2863.40 per vehicle. The annual cost to charge (“fuel”) the all-electric SUV is \$510.30, or a **savings of \$2353.10** annually over the gasoline powered police vehicles.

The other vehicle selected for this project is the Zero DSRP Electric Police Motorcycle. The DSRP has an estimated range (city driving) of 176 miles. It utilizes a 14.3 kWh lithium-ion rechargeable battery pack, and at the current rate of electricity, the cost is approximately \$1.89 to “fill up.” (13.5c/kWh x 14.3). The typical gasoline powered police vehicle in the City’s fleet averages 14 mpg. To travel 176 miles, a police vehicle consumes 13 gallons of gasoline. Based on the current average price of \$2.35 per gallon, the cost to fuel the gasoline powered police vehicle is \$30.55, or \$28.66 *higher* than the cost to fuel the electric police vehicle. As such, the cost of “fuel” for an electric police motorcycle is considerably less than the gasoline powered sedan it would be replacing. Additionally, the gasoline powered police vehicle requires an oil change every 3000 miles, and based on an annual average of 15,000 miles driven, 5 oil changes are required at approximately \$35 each. Currently the gasoline powered police car uses approximately 22 gallons of gasoline per week, at an annual cost of \$2688.40, plus the 5 oil changes at an annual cost of \$175.00, for a grand total of \$2863.40. The annual cost to charge (“fuel”) the all-electric Motorcycle is \$160.65, or a **savings of \$2702.75** annually over a gasoline powered police vehicle.

Furthermore, there are other noticeable cost benefits to replacing a petroleum based vehicle with an electric. For one, electric vehicles do not have an internal combustion engine, so they do not require or burn oil, thus eliminating the need for oil changes, as noted above. (Oil being petroleum based product as well.) Second, electric vehicles have no transmission, no exhaust system, no muffler, no pistons, no crankcase, no timing belts, no fan belts, no spark plugs, no air or oil filter, or any of the other multitudes of moving parts used in a gasoline engine, and because electric vehicles do not emit CO₂, they do not require bi-yearly emissions testing. As such, the overall maintenance cost for electric vehicles is extremely low.

Conclusively, the diminished cost to fuel and maintain electric vs. a gasoline powered vehicles has a positive impact on the financial health of the City, by reducing the amount of tax dollars necessary to keep the vehicles in operation.

Impact on Local Businesses:

The Chevrolet Bolt Electric Vehicles would be purchased from a local GM dealership in Prince George’s County, and the Level 2 EV Charging Stations would be purchased from SemaConnect, an EVSE manufacturer located in Bowie, Maryland. As such, the purchase of these two vehicles and four charging stations would put money back into local businesses in Prince George’s County.

The Zero DSRP Electric Motorcycle is manufactured in California, but is available from a dealership in Annapolis, Maryland. Accordingly, the purchase of this vehicle would put money back into the neighboring county of Anne Arundel.

Ultimately the money spend of these electric vehicles and charging stations stays within, and benefits the residents of Maryland by putting money back into the local economy.

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Provide a detailed timeline for how you plan to complete the energy project by May 15, 2018 (MEA expects to distribute all Grant Agreements for signature in April 2017)

The 2017 Chevrolet Bolt became available for sale in the United States on December 13, 2016 in limited markets, and is slated to be available to Maryland dealers by March of 2017. If grant funding is approved, the vehicles would most likely be purchased by July of 2017, scheduled for installation of the necessary aftermarket police lighting, markings, etc., and placed in to operation by no later than the fourth quarter of 2017.

The Zero DSP Electric Police Motorcycle is available now, and if funding is approved, would most likely be purchased by July of 2017, and placed into operation after necessary equipment is installed.

Additionally, an electrical contractor would be hired install the necessary Level 2 Outdoor EV Charging Stations and have them in operation by no later than the fourth quarter of 2017 as well.

Timeline:

- 1 – 05/01/2017 – Secure cost proposals from Chevrolet dealerships in Prince George's County for the two Bolt Electric Vehicles.
- 2 – 07/01/2017 – Execution of contracts for purchase of vehicle, motorcycle and EV charging station equipment.
- 3 – 08/01/2017 – Installation of aftermarket vehicle equipment and installation of EV charging stations.
- 4 – 09/01/2017 – Vehicles placed into patrol operation, EV charging stations operable for both the purchased vehicles and the general public.
- 5 – 10/01/2017 – Project close-out.

Maryland Energy Administration

Maryland Smart Energy Communities Grant

Please provide an estimate of your project's energy impact addressing all relevant categories:

- **Energy efficiency:** please estimate anticipated annual electricity savings (kWh).
- **Transportation:** please estimate annual gallons of gasoline equivalent (GGE) reduced.
- **Renewable energy:** please estimate annual electricity generation (kWh) and the type of technology deployed
- **Other relevant energy savings** such as building fuel reductions (e.g., Therms).

Please explain all calculations and include sources. Please be sure to include the price that your community is paying for electricity (\$/kWh), natural gas, and gasoline (\$/gallon), as this information will be used to calculate cost effectiveness.

For energy efficiency projects, MEA recommends that local governments leverage an energy audit or use the formulas contained in the Northeast Energy Efficiency Partnership (NEEP) Technical Resource Manual.

Note: All energy efficiency projects must be found to be cost effective, in aggregate or on an individual basis, with a simple payback at least equal to the expected life of the equipment. Justify your energy and cost savings estimates with words AND calculations. MEA must be able to follow your calculations to accept the application. If calculations are provided in another document, then provide those calculation sheets into the application package. MEA must be able to identify the current energy use of the system and the future use of the system. If accurate data is not available, then clearly state assumptions (and reason for assumption if not a commonly accepted best practice). **Failure to provide current and future information/calculations will disqualify the application.**

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The gasoline powered police vehicles that the electric vehicles will be replacing are each driven approximately 300 miles per week, or 15,000 miles per year. At an average fuel consumption of 14 miles-per-gallon, they burn approximately 22 gallons of gasoline per week. 22 gallons per week x 52 weeks = 1144 gallons-per-year, x 3 vehicles = 3432 gallons of gasoline. At the current average cost for gasoline of \$2.35 per gallon, the cost to fuel each vehicle is \$2688.40 per year. The police vehicles also require an oil change every 3000 miles, or 5 times per year, at a cost of \$35.00 each, for an additional yearly cost of \$525.00. As such, the total fuel/petroleum cost for the three gasoline powered police vehicles is **\$8590.20 per year**.

The three police vehicles together also produce approximately 20 pounds of carbon dioxide into the atmosphere for each gallon of gasoline burned, for a total of **68,640** pounds of carbon dioxide per year. (Source: U.S. Energy Administration, <http://www.eia.gov/tools/faqs/>)

The Chevrolet Bolt SUV requested in the grant project is completely electric. It uses a 60 kWh rechargeable battery and is capable of an EPA estimated 238 miles-per-charge. Based on Maryland's current rate of 13.5c per kWh, the total cost to fully charge ("fuel") the electric vehicle is \$8.10. 15,000 miles per year divided by 238 miles per charge = 63. 63 x \$8.10 = \$510.30 per year. Because it has no internal combustion engine, it does not use oil so it *requires no oil changes*. As such, the total "fuel" cost for the two electric police vehicles is **\$1020.60 per year**.

The Zero DSRP Motorcycle requested in the grant project is completely electric. It uses a 14.3 kWh rechargeable battery and is capable of an estimated 176 miles-per-charge. Based on Maryland's current rate of 13.5c per kWh, the total cost to fully charge ("fuel") the electric motorcycle is \$1.89. 15,000 miles per year divided by 176 miles per charge = 85. 85 x \$1.89 = \$160.65 per year. Because it has no internal combustion engine, it does not use oil so it *requires no oil changes*. As such, the total "fuel" cost for the electric police motorcycle is **\$160.65 per year**.

Totals (Replacing 3 Gasoline Powered Police Cars):

Gasoline Powered Police Vehicles Annual Petroleum Used = 3432 Gallons

Electric Powered Police Vehicles Annual Petroleum Used = 0 Gallons

Annual Reduction of Petroleum Used = 100%

Gasoline Powered Police Vehicles Annual Fuel Cost = \$8590.20

Electric Powered Police Vehicles Annual Fuel Cost = \$1181.25

Annual Savings of Electric vs. Gasoline = \$7408.95

Gasoline Powered Police Vehicles Annual CO2 Produced = 68,640 Pounds

Electric Powered Police Vehicles Annual CO2 Produced = 0 Pounds

Annual Reduction of Carbon Dioxide (CO2) = 100%

* It should also be noted that since the electric SUVs have no internal combustion engine, and come with an 8-year, 100,000 mile warranty on the rechargeable batteries, there are little-to-no maintenance costs, resulting in longer lasting vehicles with less impact on tax dollars.

Maryland Energy Administration Maryland Smart Energy Communities Grant

Please complete the estimated project budget table below. A minimum of 70% of the funds must go towards direct costs associated with an energy project. Up to 30% of funds will be allowed for pre-project expenses, 10% of which may be used for administrative costs (e.g., staff time). Pre-project expenses include expenses for project design, feasibility studies, and energy audits. Leveraged funds are encouraged and may be required for funding of some proposed projects. If your community is proposing multiple projects, please remember to submit a separate Project Proposal Form for each project. The following chart should only summarize funding details for the specific project for which that Project Proposal Form describes.

	Requested MSEC Contribution	Community Contribution	Other Contribution or Incentives	Total Category Cost
Administrative and Indirect Costs <i>(Maximum of 30% of MSEC funds)</i>				
Direct Project Costs <i>(Includes direct labor, material and capital costs – Minimum of 70% of MSEC funds)</i>	\$133,610	Hyattsville is committed to contribute up to 20% based on the amount of the award.		\$133,610
Total Contribution/ Total Project Cost	\$133,610	Hyattsville is committed to contribute up to 20% based on the amount of the award.		\$133,610

Please describe any other relevant information related to the project or community that should be taken into consideration by the MEA evaluation team.

The price of the two electric police sedans is \$43,760 each, for a total of \$87,520. The electric police motorcycle is \$22,090. The four Level 2 Pedestal-Mount EV Charging Stations (installed) are \$6,000 each, for a total of \$24,000. The total cost of all vehicles and charging stations is \$133,610.

The Level 2 (240 VAC) Pedestal-Mount Charging Stations would not only be used to charge the vehicles requested in the grant, but would be available to the general public as they attended various meetings in the Hyattsville City Municipal Building, or while their owners patronize the nearby shops, stores and restaurants, which puts money back into the community.

Additionally, the neighboring Town of Edmonston purchased an all-electric Nissan Leaf for use by their Code Enforcement Department in 2014, also on an MEA grant. They do not have Level 2 Charging capability at their Town Hall, only Level 1 (110 VAC). Level 1 is a very slow method of charging that takes about 20 hours if the battery is completely drained. However, they would be welcome to charge their vehicle at one of Hyattsville's nearby Level 2 EV Charging Stations at no cost to them, which would effectively "fuel" their electric vehicle to full capacity in 3.5 hours.

Also, as mentioned earlier in this application, the City of Hyattsville strives to be an aggressive leader in promoting clean air, and in the overall reduction of petroleum use. As such, these electric police vehicles will not just be driven as everyday patrol vehicles, but will be used extensively in government and public educational programs and displays to promote the use of electric vehicles. It will not be unusual to see these vehicles appear at various "Green Day," "Earth Day," "Government Open House" and other related type events both locally and across the state, with police officers handing out materials explaining the health benefits of reducing carbon emissions, the importance of reducing



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petroleum use, and the cost effectiveness of driving electric vehicles.

**Maryland Energy
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Please fill out form electronically or manually, print, sign and return to MEA.

A. Name of Local Government

City of Hyattsville

B. Intent

☒ If awarded funding, we intend to complete the proposed project below by May 15, 2018

☐ **Optional:**

We intend to adopt a third MSEC energy policy goal and complete a baseline as action plan associated with meeting that policy goal by November 15, 2017.

Our third policy goal is (Please Circle One):

Renewable Energy Policy

Energy Efficiency Policy

Transportation Policy


Signature of Authorized Representative

15 Feb 17
Date

C. Applicant Information

Application Submittal Date

02/15/2017

MM/DD/YYYY

Mailing Address

4310 Gallatin Street

Street

Suite/Apt/Bld

Hyattsville

City

MD

State

20781

Zip

Prince George's

County

**Maryland Energy
Administration
Maryland Smart Energy Communities Grant**



Signature of Authorized Representative



Date

**MARYLAND SMART ENERGY COMMUNITIES
GRANT AGREEMENT**
(Existing Maryland Smart Energy Communities)

**STATE OF MARYLAND
MARYLAND ENERGY ADMINISTRATION
1800 Washington Blvd, Suite 755
Baltimore, MD 21230**

hereinafter “MEA”

and

**Fiscal Year 2017 Existing Maryland Smart Energy Community:
City of Hyattsville
4310 Gallatin Street, Hyattsville, MD 20781**

hereinafter “Grantee”

PREMISES

The Maryland Energy Administration (“MEA”) administers the Strategic Energy Investment Program set forth in Md. Code Ann., State Government §§ 9-20B-01 et seq. (“SEIF Statute”) as a component of its overall mission to reduce energy demand and increase energy efficiency and the use of renewable energy resources. MEA has established the 2017 Maryland Smart Energy Communities (MSEC) Grant Program (the “Program”) pursuant to the authority provided in in the SEIF statute. The MSEC Grant Program is funded through the Strategic Energy Investment Fund (SEIF). The purpose of the Program is to encourage local Maryland governments, including counties and municipalities, to voluntarily adopt formal policies promoting energy efficiency, renewable energy development, and/or reduction of reliance on petroleum as a transportation fuel, and to implement projects to achieve the objectives of such policies.

To implement this purpose, the Program has two separate but related funding components, policy development and project development. Under the policy development component, the local jurisdiction is responsible for developing and formally adopting written policies (e.g., promulgation of a local law, regulation, ordinance, resolution, and executive order) that promote at least two of the following: energy efficiency and conservation, the development of renewable energy resources, or the reduction of dependency on petroleum as a transportation fuel. Also, the Grantee must

take certain steps demonstrating the Grantee's formal commitment by designing and implementing at least one project approved by MEA that effectuates at least one of the policy goals adopted as part of the Program. Grantee has complied with the requirements for a New MSEC, which includes the development and formal adoption of policies and has received funding under an MSEC FY13 Program grant to replace one Code Compliance Vehicle with a GEM electric vehicle. Additional funding was awarded in FY14 to purchase and install eight anti-idling kits on City Police Vehicles.

MEA issued a notice of opportunity for funding for Existing MSECs on October 18, 2016 and, upon evaluating Grantee's application of a project concept to carry out transportation projects, MEA has determined that Grantee is eligible for an award in FY 2017 as an Existing MSEC and has selected the Grantee to receive a grant award, as defined herein, subject to Grantee complying with all requirements, terms and conditions of this Agreement and the Grant Program.

NOW, THEREFORE, the parties hereby agree as follows:

1. Purpose of Grant

The purpose of this Maryland Smart Energy Communities Grant (the "Grant") to an Existing MSEC is to provide technical assistance and funding as part of the Program to assist Grantee in the development of the project to replace two gas powered marked police patrol vehicles with one all-electric 2017 Chevy Bolt, as specified by the applicant in their MSEC grant application, and an all-electric motorcycle. Grantee will also purchase two level-2 EV chargers ("the Project"). MEA will approve the final project scope using the MEA MSEC Project Approval Form (Attachment BA).

2. Project Description and Costs Eligible for Reimbursement

A. Project Description Consistent with the requirements set forth in this section, Grantee shall develop and submit to MEA for approval a detailed proposal for each proposed project for which it requests funds under this Agreement.

(i) Attachment A Submission

(a) By December 15, 2017, Grantee shall submit to MEA a completed Attachment A "MSEC Project Development Form" and any necessary supporting documentation requested by MEA, as specified herein, unless a request for an Attachment A deadline extension is submitted to MEA by December 1, 2017 and approved in writing by the MEA Program Manager.

(b) Detailed Project information, including but not limited to actual vendor pricing and detailed project savings estimates, is necessary to determine if the final Project scope meets all Program requirements.

(c) Unless a modification is approved in writing prior to submittal, MEA will not approve a project if the information submitted in Attachment A is inconsistent with either the Project described in Grantee's application or the allowable uses of the Program. MEA Project approval is dependent on an MEA determination that the Project, as set forth by Grantee in Attachment A, meets all Program requirements. If Grantee anticipates any deviation from the original project described in Grantee's application, Grantee must consult with the MEA Project Manager prior to December 15, 2017.

(ii) MEA Approval

(a) After MEA reviews and determines that the proposed Project described in Attachment A meets all Program requirements, MEA will provide Grantee with a completed "Project Approval Form" (Attachment B) describing the MEA approved project eligible for funding ("the Approved Project").

(b) Project funding is available only after MEA has completed its review and provided Grantee with a Project Approval Form.

(c) Once MEA has issued a Project Approval Form (Attachment B), additional measures not specifically included in Project Approval Form are *not* eligible for funding under this Agreement.

(d) The completed Project Approval Form shall be incorporated into this Agreement as Attachment B. Attachment B (Approved Project) shall not contain any terms or conditions other than a Project Description and Project Completion timeline. If Attachment B (Approved Project) contains any terms and conditions other than a Project Description and Project Completion timeline, such terms and conditions are not incorporated into this agreement, and are not agreed to by MEA. In the event of any conflicts between Attachment B (Approved Project) and this Agreement, the terms of this Agreement shall control.

(iii) When applicable, prior to beginning any feasibility study, the Grantee shall first gain approval by MEA. The Grantee shall show how each measure can be installed within 5 years of the baseline year and the need for the feasibility study before embarking on a project.

(B) Project Requirements

- (i) To be funded as an MSEC petroleum reduction project, an Approved Project shall be cost effective, which is defined as having a simple payback time that is less than the useful life of the Project.
- (ii) For an MSEC Petroleum Reduction project, it also shall provide substantial Gasoline Gallon Equivalent (GGE) savings so that Grantee may make significant progress in meeting its petroleum reduction goal
- (iii) MEA shall have the complete and sole discretion to determine if a proposed project or an Approved Project meets the Program requirements.

(C) Reimbursable Costs Only those costs or expenditures specified below are eligible for reimbursement under this Grant.

- (i) Direct Project Costs –At least 70% of the Grant Award shall be for reimbursement of approved expenditures associated with the Approved Project such as labor, equipment, and material.
- (ii) Project Preparation Costs - Only up to 30% of the Grant Award may be used to reimburse the local jurisdiction for approved expenditures associated with: the development and adoption of policies, plans or baselines, project design and development, feasibility studies, energy audits, reasonable administrative costs, and staff time or consultant fees.
- (iii) Administrative Costs – Additionally, within the Project Preparation Costs, administrative costs are capped at no more than 10% of the total amount of the Grant. Reasonable administrative costs may include staff time or non-energy auditing consultant's fees needed to implement MSEC programmatic activities. If Grantee uses less than 10 percent of the total amount of the grant for Administrative Costs, Grantee may use the remaining portion for other Policy and Project Preparation Costs, consistent with this section.

(D) Program Timing and Deadlines Grantee shall comply with the following deadlines unless an extension is given in writing by the Program Manager, consistent with this Agreement.

- (i) By December 15, 2017 - Grantee shall submit to MEA a completed Attachment A "MSEC Project Development Form".
- (ii) By December 15, 2018 - Grantee shall complete the Project(s) approved by MEA and specified on the completed Project Approval Form.

(iii) By January 15, 2019 – Grantee shall submit to MEA all Reports and final invoices requesting Program cost reimbursements consistent with Section 4 (B).

(iv) Extensions may be requested in writing in advance of a deadline, but are not guaranteed. Extensions shall only be permitted for good cause shown, such as circumstances outside of Grantee's control, as determined solely by MEA in writing. Extensions shall not be granted for any energy measures not listed in Section 1 of this Agreement.

(E) Program Requirements and Restrictions

(i) No Project may begin until after each of the following occurs:

(a) Grantee submits to MEA a completed MSEC Project Development Form, attached hereto as Attachment A;

(b) MEA's historic preservation specialist determines that the Project will have no adverse effect on historic properties;

(c) Grantee receives the MSEC Project Approval Form, attached hereto as Attachment B, signed by MEA; and,

(d) Grantee has obtained all required local, State and federal licenses, permits, and other authorizations.

(ii) A project proposed for facilities or property owned by the Grantee shall be given priority. A project proposed for facilities or property not owned by the Grantee may be considered for approval by MEA, but funding for such projects is not guaranteed.

(iii) Failure to formally adopt the Policies or complete the Project by the deadlines set forth herein may result in Grantee having to reimburse Grant funds to MEA, unless such delay is caused by factors outside of Grantee's control, as determined by MEA.

(iv) MEA does not intend to fund energy efficiency projects that involve fuel switching. The decision to fund a project shall be at the sole discretion of MEA.

(v) If at any time MEA determines that Grantee has not demonstrated sufficient progress toward meeting the Policy and Project deadlines set forth above, MEA may terminate this Agreement and may require that Grantee reimburse Grant funds to MEA, unless such delay is caused by factors outside of Grantee's control.

(vi) Expenditures on policy or project development, plans or baselines that have not been pre-approved in writing by MEA may not be reimbursed with Grant funds.

(vii) Reports and invoices with appropriate documentation received by MEA after any applicable deadline may not be eligible for reimbursement with Grant funds, as determined by MEA.

(viii) All Projects must be constructed, installed and operated in compliance with all applicable local, State and federal laws, regulations, ordinances, licenses, permits, standards, and other requirements.

(ix) Grantee must comply with any procurement requirements that may apply to it with regard to Grant Program activities for which reimbursement is sought.

(x) Grantee shall cooperate with MEA and MEA's technical contractor(s) to identify and develop the most appropriate "Project" scope of work for this Program.

(a) The primary purpose of a proposed energy efficiency project must be to reduce electricity consumption, as determined solely by MEA.

(b) The primary purpose of a proposed renewable energy project must be to increase the consumption of renewable electricity, as determined solely by MEA.

(c) The primary purpose of a proposed transportation energy project must be to decrease the consumption of traditional transportation petroleum, as determined solely by MEA.

(d) Grantee shall work diligently to develop credible project-specific data estimates on project costs and energy savings through a project bid and/or energy audit, or other appropriate means approved in writing by MEA.

(e) Grant funds may not be used for a project where the primary purpose of which is "maintenance", as determined solely by MEA.

(xi) Any rebates and incentives obtained through the Grantee's electric utility shall be applied to Grant Program costs before use of Grant funds.

(xii) All new construction must occur in a Priority Funding Area. A map of Priority Funding Areas, including a search by address feature, can be found on the Maryland Department of Planning website:
<http://www.mdp.state.md.us/OurProducts/pfamap.shtml>. Priority Funding Areas

are existing communities and places where local governments want State investment to support future growth. The following areas qualify as Priority Funding Areas:

- (a) Every municipality, as they existed in 1997;
- (b) Areas inside the Washington Beltway and the Baltimore Beltway; or
- (c) Areas already designated as enterprise zones, neighborhood revitalization areas, heritage areas and existing industrial land.

3. Amount and Duration

(A) Amount of Grant Award

(i) The Total Grant Award shall be **up to Sixty-Two Thousand Two Hundred Eighty Dollars (\$62,280)** to be used for cost-effective renewable energy projects under the grant 2017-09-520S1. As of the Effective Date of the Agreement as defined below, Grantee may also use up to 30 % of the Grant Award for Policy and Project Preparation Costs that are pre-approved by MEA in writing and consistent with Section 2. Policy and Project Preparation Costs that are not pre-approved by MEA in writing shall not be reimbursed by MEA.

(ii) The total amount of the Grant shall be used for the Approved Project.

(B) This Agreement must be signed by the Grantee and received by MEA no later than June 9, 2017. If this properly signed Grant Agreement is not received by MEA on or before June 9, 2017, the Grant Award shall automatically be revoked, and this Agreement is void unless an extension is given in writing by the MEA Program Manager.

(C) The Effective Date of this Agreement is the date that the properly executed Agreement is received by MEA, as determined by the official MEA date stamp on the first page of the Agreement.

(D) Unless an extension is permitted as described below, all activities must be completed by no later than **December 15, 2018** with all required documentation under Section 4 (B) completed and submitted to MEA by no later than **January 15, 2019**. Extensions may be requested in writing in advance of a deadline, but are not guaranteed. Extensions shall only be permitted for good cause shown, such as circumstances outside of Grantee's control, as determined solely by MEA in writing.

4. Reporting and Reimbursement

(A) The Grantee shall retain bills of sale or other satisfactory evidence of the acquisition of any real or personal property, as well as reports, activity logs, timelines, estimated and actual energy savings and/or generated, supporting documentation for any other expenses that are covered in whole or in part by any Grant Funds, and any other information related to Grant activities for at least three years from the date that the Grantee receives final reimbursement from MEA. MEA, MEA's agents, the Department of Budget and Management, the State Comptroller, the Legislative Auditor, or any of them, may examine and audit this evidence on request, at any reasonable time within the retention period. In addition, the Grantee shall also make the worksite available to MEA, or its agents, upon request at any reasonable time for at least three years from the date that the Grantee receives final reimbursement from MEA.

(B) Program Reporting and Invoicing.

(i) Separate Expenditure Categories. When a Grant Award is divided into separate expenditure categories (energy efficiency, renewable development, or petroleum reduction), Grantee shall maintain records separately for each distinct category. In addition, Grantee shall account for and invoice MEA separately for each distinct category.

(ii) Reporting. Grantee shall submit MSEC reports ("Reports") to MEA on a monthly basis. Reports and Invoices are due to MEA by the 20th day of the month following the previous month's reporting period. The first monthly Report shall be submitted for the first full month following the Effective Date, as defined above, and for each month thereafter.

(a) For any month that Grantee submits an invoice to MEA, Grantee shall also provide a completed report using Attachment C (Maryland Smart Energy Communities Grant Program Invoice Report). For any month that Grantee does not submit an invoice to MEA, Grantee shall submit a brief written summary of MSEC progress during the last month.

(b) Reporting shall continue until the Project described in Section 1(A) is complete, Grant funds have been completely expended, or the Grantee has notified MEA in writing that no additional funding will be requested under the Grant.

(iii) Invoicing and Reporting.

(a) To be reimbursed, Grantee shall provide invoices, a completed Maryland Smart Energy Communities Grant Program Invoice Report (Attachment C) and relevant documentation.

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(b) MEA may only provide Grant funds for reimbursement after receipt of appropriate invoices and reports with sufficient documentation of expenditures, as determined by MEA and consistent with Section 2(B). Such documentation may include but is not limited to, contractor and/or vendor invoices, receipts, detailed timekeeping records including at a minimum, hourly rate, time, and task, and detailed mileage logs.

(c) All invoices shall be submitted on Grantee letterhead. All invoices shall contain the MEA Grant number, Grantee contact information, and a detailed description of the equipment, material, and/or labor or other expenses being invoiced. No personally identifiable information (PII) shall be submitted to MEA as part of the invoicing documentation.

(d) MEA will reimburse Grantee for approved costs only after any incentives provided by Grantee's utility have been applied to the total cost of the Project. Grant Award is to be used for net costs, after application of utility rebates and incentives.

(C) Grantee may submit reports, invoices and other documents electronically to MSEC.MEA@maryland.gov after obtaining authorization in writing from MEA. If authorization has not been obtained, Grantee shall mail reports, Invoices and other documents to MEA at the following address:

Maryland Energy Administration
Attn: Maryland Smart Energy Communities Program
1800 Washington Blvd, Suite 755
Baltimore, MD 21230

After review of the reports, invoices and any supporting documents or information requested by MEA, MEA shall make a final determination of whether the Grantee has met all Program requirements, terms and conditions: MEA shall process the grant award for payment as promptly as possible if warranted. Grant funds shall not be provided for work that has yet to be performed, costs that have yet to be incurred or are not sufficiently documented, or are inconsistent with the purpose, terms, and conditions of the Grant.

(D) For monitoring and evaluation purposes, the Grantee shall make available to MEA, or its agents, all reports, activities logs, work sites, timelines, estimated and actual energy savings and/or generated, or other information related to the Grant activities during regular business hours. Reporting metrics (electricity consumption data) shall be made available by the grantee to MEA for a period of five years after the project for which grant funding is received.

- (E) No grant monies will be funded for costs or obligations incurred, or work performed, prior to the Effective Date of this Agreement.
- (F) Prior to execution of this Agreement, Grant funds are subject to change in amount and existence based on funding availability.
- (G) Multiple renewable projects on contiguous parcels of property will be considered one Project for purposes of MEA funding.
- (H) An Approved Project may not receive more than one Maryland Smart Energy Communities grant from MEA.
- (I) Projects must be located within the State of Maryland.

5. General Conditions

(A) Any expenditure of Grant funds that is not consistent with the purposes of the grant award, or that violates any requirement, term or condition of the Grant Program, or this Agreement, may, in the sole judgment of MEA, be disallowed. Should any expenditure be disallowed, the State may require repayment to MEA for reimbursement of the Strategic Energy Investment Fund, an offset from any State grant to the Grantee in the current or succeeding fiscal year, or other appropriate action. The Grantee shall immediately repay to the State any part of the Grant that is not used for the purposes of the Program.

(B) Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other characteristic forbidden as a basis for discrimination by applicable laws, and certifies that its Constitution or by-laws contains a non-discrimination clause consistent with the Governor's Code of Fair Practices.

(C) Grantee shall ensure that all work performed pursuant to the Grant and this Agreement is completed by contractors and/or staff holding all necessary certifications and licenses. Grantee shall ensure that any business or non-profit organization operating in Maryland with which Grantee contracts or partners to carry out the purposes of the Grant is registered and in good standing with the Maryland State Department of Assessments and Taxation, if applicable. Additionally, all work performed pursuant to the Grant shall comply with all applicable local, state, and federal building codes and other applicable laws and regulations.

(D) The person executing this Agreement on behalf of the Grantee certifies, to the best of that person's knowledge and belief, that:

- (i) The person is authorized to sign this Agreement on behalf of the Grantee and to commit the Grantee to the obligations set forth herein.
- (ii) Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the United States.;
- (iii) Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee has engaged in any practice with regard to this Grant that is inconsistent with Md. Code Ann., State Finance and Procurement § 13-212.1.
- (iv) Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the Grant or this Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement.
- (v) Grantee, if a business or non-profit organization, is incorporated or is registered to do business in the State, and is in good standing with the Maryland State Department of Assessments and Taxation.
- (vi) Grantee, if a health or social welfare organization as defined by Md. Code Ann., State Finance and Procurement § 7-403, shall keep financial records in accordance with uniform accounting standards, as more fully described in § 7-403.
- (vii) Neither the Grantee, nor any of its officers or directors, nor any person substantially involved in the contracting or fund-raising activities of the Grantee, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21.08.04.04 of the Code of Maryland Regulations; and
- (viii) The Grantee is not in default on any financial obligation to the State or MEA.

6. False Statement

A person may not knowingly make or cause to be made any false statement or report in any document required to be furnished by MEA in relation to the Grant Program. For a SEIF-funded Grant, any violation of this provision is a misdemeanor and on conviction is subject to a fine not exceeding \$50,000.00 or imprisonment not exceeding 1 year or both (Md. Code Ann., State Government § 9-20B-11).

7. Historic Preservation Review

For each project being funded in whole or in part through this Agreement, a historic preservation review must first be completed by the Maryland Historical Trust (MHT) or MEA's historical preservation expert. This review ensures that no historical property is "adversely affected" through this Program. Prior to starting construction, Grantee shall assure that MEA has received documentation from MHT or MEA's historical preservation expert indicating that the Project will have no adverse effect on a historical property.

8. Maryland Saved Harmless

To the extent allowed by Maryland law, the Grantee agrees to defend, indemnify and hold MEA harmless from and against any and all damages, claims, lawsuits, actions, and reasonable out-of-pocket costs and expenses, in whatever form, arising from or related to the Grant. MEA expressly reserves the right of any immunity MEA or its employees may possess under State or federal law. If the Grantee is a Maryland State agency or local government, then each party shall be responsible for its own liability associated with the Grant, and neither party waives any applicable immunities.

9. Environmental Standards and Liability

The Grantee shall ascertain and abide by all applicable environmental standards set by federal, state or local laws, rules, or regulations related to the performance of the obligations pursuant to the Agreement ("Environmental Standards"). The Grantee shall monitor its compliance with Environmental Standards and immediately halt and correct any incident of non-compliance.

In the event of any incident of non-compliance with Environmental Standards, the Grantee shall:

- (A) Give MEA immediate notice of the incident to the MEA Representative named in Section 16 of the Grant Agreement, or designee, providing as much detail as possible;
- (B) If requested by MEA, submit a written report to MEA, identifying the source or cause of the non-compliance and the method or action required to correct the problem; and
- (C) Cooperate with MEA or its designated agents or contractors with respect to the investigation of such problem.

To the limits allowed by Maryland law (and without waiving any local or State government immunities that may apply if Grantee is a Maryland State or local government), the Grantee shall be liable for (i) all environmental losses, including but not limited to, costs, expenses, losses, damages, actions, claims, penalties, fines and remedial or cleanup obligations arising from its failure to comply with Environmental Standards; and (ii) any hazardous material located or placed in the Project and any requirements imposed by any governmental authority with respect to hazardous materials, arising in connection with the Grant or the Project.

10. Liability Insurance

(A) For all work performed by the Grantee that is to be funded in whole or in part with Grant funds provided by MEA, Grantee shall purchase and maintain comprehensive third-party legal liability insurance or its equivalent, with minimum coverage of \$1,000,000 per occurrence. Grantee shall also maintain other such insurance as is appropriate for the work to be performed. For a Maryland State or local government entity that is self-insured, a document detailing the statutory basis for self-insurance may be accepted by MEA as an equivalent form of insurance under this paragraph.

(B) All insurance must name MEA as an additional insured. The insurance provided shall include, but not be limited to, insurance protecting MEA from bodily injury and property damage, including, but not limited to all workers' compensation insurance, and errors and omissions. Grantee shall maintain insurance documentation in a Grantee-owned facility and shall provide to MEA, upon demand, a certificate or other documentation deemed appropriate by MEA, evidencing MEA's status as an additional insured.

(C) Insurance requirements may be waived or modified by MEA in writing, for good cause shown. Any such written waiver or modification shall be signed by the parties, and attached hereto and incorporated herein as part of this Agreement.

(D) Grantee shall include in all of its contracts for work that is to be funded in whole or in part with Grant funds provided by MEA a provision or provisions requiring all contractors to purchase and maintain comprehensive third-party legal liability insurance and other such insurance as is appropriate for the work to be performed, with minimum coverage of \$1,000,000 per occurrence. All insurance provided by the contractor must name MEA as an additional insured. The insurance provided shall include, but not be limited to, insurance protecting MEA from bodily injury and property damage, including, but not limited to all workers' compensation insurance, and errors and omissions.

(E) Grantee shall maintain insurance documentation in a Grantee-owned facility and shall provide to MEA, upon demand, a certificate or other documentation deemed appropriate by MEA, evidencing MEA's status as an additional insured. Insurance requirements may be waived by MEA in writing, for good cause shown. Any such

written waiver or modification shall be signed by the parties, and attached hereto and incorporated herein as part of this Agreement.

11. MEA Access to Project Site and Ability to Use Project Information

(A) Grantee shall allow MEA employees or representatives access to the relevant building and structures so that MEA may perform monitoring visits to provide technical assistance and to ensure that project requirements are fully satisfied. Grantee shall also allow MEA employees or representatives access to the relevant project site in order to take photographs or video of the project for MEA use. Grantee shall participate in MEA-organized press events and shall host State government officials for visits and tours as requested by MEA. MEA shall provide reasonable notice to Grantee prior to scheduling a press event or official visit.

(B) The Grantee understands and agrees that MEA may use information about the project for reporting and marketing purposes, including but not limited to the project description, building type, energy measures, project costs, leveraged funds, energy and financial savings, and pictures and videos of the premises. MEA shall provide the Grantee an opportunity to review and consult with MEA to assure that a written case study, photo or video taken of its facility will not disclose confidential personal and/or business information.

(C) If the Project's location is owned or controlled by a third party at any time during the Grant period, the Grantee shall be responsible for obtaining written permission from the third party to allow MEA access to the property for all of the purposes described in this Agreement. MEA shall not provide any further reimbursement of funds under the Agreement until Grantee provides the relevant written permission.

12. Maryland Law Prevails

The internal laws of Maryland shall govern the interpretation and enforcement of this Agreement, except for any choice of law provisions utilized by Maryland.

13. Agreement Binding on Successors and Assigns

This Agreement shall bind the respective successors and assigns of the parties.

14. Assignment or Transfer

The Grantee may not sell, transfer, or assign any of its obligations under this Agreement, or its rights, title, or interest in this Agreement, without further prior written consent of MEA.

15. Amendments to the Grant

No amendment to this Agreement is binding unless it is in writing and signed by both parties.

16. Party Representatives

The following individuals shall have the authority to act under this Agreement for their respective parties, subject to all necessary approvals:

Caitlin Madera, MSEC Program Manager
Maryland Energy Administration
(410) 537-4074

(Or any other such person as may be designated in writing by the Director of MEA.)

Sgt. Richard T. Hartnett, Police IT Manager
City of Hyattsville
(301) 985-5060

(Or any other person as may be designated in writing by the Grantee's City Administrator)

17. Merger

This Agreement and any terms and conditions expressly incorporated by reference herein embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated herein by reference.

18. Non-waiver of Rights; Remedies

No failure on the part of the State or MEA to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude the State or MEA from further exercising that or any other right. The remedies provided under this Agreement are cumulative and not exclusive of any remedies provided by law.

THIS GRANT AGREEMENT HAS BEEN APPROVED BY THE ATTORNEY GENERAL'S OFFICE AT MEA. NO CHANGES, MODIFICATIONS, ADDITIONS OR DELETIONS TO THIS AGREEMENT ARE AUTHORIZED ABSENT SPECIFIC WRITTEN AGREEMENT BY THE PARTIES AND APPROVAL BY THE ATTORNEY

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GENERAL'S OFFICE AT MEA. ANY UNAUTHORIZED CHANGES, MODIFICATIONS, OR DELETIONS TO THIS FORM AGREEMENT WILL RENDER MEA'S OBLIGATIONS UNDER THIS AGREEMENT VOIDABLE AT MEA'S ELECTION.

IN TESTIMONY WHEREOF, WITNESS the hands and seals of the parties.

CITY OF HYATTSVILLE

By: _____

Date: _____

Candice B. Hollingsworth
Mayor

By: _____

Date: _____

Tracey Nicholson
City Administrator

MARYLAND ENERGY ADMINISTRATION

By: Mary Beth Tung

Date: May 22, 2017

Mary Beth Tung
Director

Approved for Form and Legal Sufficiency

this 17th day of May, 2017

Michelle Horne
Assistant Attorney General

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*Attachment A***MSEC Project Development Form (FY17)***(This form denotes the information necessary to approve an MSEC funded project.)*

1. Name of Grantee	
City of Hyattsville	
2. Policies Passed:	
☐ Energy Efficiency ☐ Renewable Energy ☒ Transportation Petroleum Reduction	
3. Grant Amount \$62,280	
Total FY17 Grant Amount: \$62,280	
a. <u>Direct Project Costs</u> : At a Minimum , at least 70% of the total grant amount needs to go towards direct project costs	\$62,280
b. <u>Policy and Project Preparation Costs</u> : Maximum of 30% of total grant amount	\$0.00
4. Project Address (or addresses, for multiple locations)	
4310 Gallatin Street Hyattsville, Maryland 20781	
5. Project Type	
☐ A project focusing solely on energy efficiency (i.e., a lighting upgrade, adding insulation, etc.) ☒ A project focusing solely on renewable energy/clean transportation (i.e., adding solar panels to your roof) ☐ A project which combines energy efficiency and renewable energy/clean transportation	
6. Amount of Grant Funds Requested Per Project and Per Funding Track (e.g. energy efficiency, renewable energy, or transportation petroleum reduction).	
*For each project, please provide a breakdown of costs (e.g. equipment, material, labor, etc.) based on actual pricing obtained through your community's procurement process.	
<u>Materials</u> Vehicle #1 (2017 Chevrolet Bolt) - \$43,760 Vehicle #2 (2017 Zero EV Motorcycle) - \$22,090 Level 2 EV Charging Stations (2 ea.) - \$6,000 Total Materials - \$71,850	<u>Labor</u> Labor to install the 2 EV Charging Stations - \$6000 Total Labor - \$6000 Total cost for the entire project - \$77,850
7. Project Narrative (For multiple projects, please include one narrative per project):	

See attached sheet for this item.

8. Total Project Cost, Other Sources of Funding (e.g. Jurisdiction Match, Rebates, Other Grants, etc.). For multiple projects, please provide complete information for question 8 on a project-by-project basis.

Total Project Cost - \$77,850

Less City Match - \$15,570

Total Grant Cost - \$62,280

9. Annual Energy Benefits Calculation/Estimate (e.g. kWh reduced, kw installed, gallons reduced) and Source of Energy Estimates

*Before approving any project, MEA must have a detailed estimate of projected energy savings that shows all assumptions, calculations, etc. If relying on an audit for projected energy savings, the audit should be submitted with this form. Calculations can be shown below or attached in a separate spreadsheet. Any project with incomplete or unsubstantiated energy savings estimates will not be approved. Energy efficiency projects are required to be cost effective, with a simple payback (section #11) being less than the anticipated equipment life (section #10).

See attached sheet for this item.

10. Expected Life of the Installed Equipment

10+ Years

11. Simple Payback of the Measures (e.g. Total project cost/annual anticipated energy savings)

N/A (Petroleum Reduction Project)

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12. Electricity/Fuel Cost Information	
Electric utility provider and cost of electricity, \$/kWh	PEPCO / 13.5c per kWh
Building fuel oil cost (\$/gallon)	
Natural gas utility provider and cost of natural gas (\$/MMcf)	
Propane cost (\$/gallon)	
Gasoline cost (\$/gallon)	Average current cost is \$2.35 per gallon
Diesel cost (\$/gallon)	
Other fuels not listed above (please specify):	
13. Utility Rebates (if applicable):	
N/A	
14. Documentation of Maryland Historic Trust Review (if applicable)	
N/A	

Attachment B**(To be completed by MEA and provided to the Grantee, once the project has been approved)****Maryland Energy Administration**
Maryland Smart Energy Communities Program**MEA MSEC Project Approval (FY17)**

The _____ has been approved to commence with the Maryland Smart Energy Communities project Proposed in Attachment A, as modified by MEA, if necessary, in the Scope of Work section, below. The project has been determined to comply with the following requirements of the Maryland Smart Energy Communities program (all requirements must be met before proceeding):

- ☐ Reviewed to confirm that the proposed project is eligible to receive MSEC funds based on the terms of the Agreement.
- ☐ Reviewed to verify that the project will cost effectively reduce electricity consumption and/or generate clean energy and/or reduce petroleum consumption.
- ☐ Reviewed and determined that the proposed project will have “no adverse effect” on any historic property.
- ☐ Reviewed to confirm that the Grantee has in place baselines and plans for the two policies they chose to pursue, and has adopted formal, written policies through their legislative or governing body committing the local government to the policies specified in the Policy Guidance Documents

DETAILED SCOPE OF WORK (Project address(es), detailed description of energy measure(s) to include system efficiency information (e.g., SEER rating, motor efficiency, etc.), if applicable):

Project Reporting Metrics:**EXPECTED USEFUL LIFE (YEARS):** _____**PAYBACK (YEARS, attach calculations as appropriate):** _____**Approved by:**_____
Maryland Energy Administration_____
Signature_____
Date

Revised 1/26/17

*Attachment C***Maryland Smart Energy Communities Grant Program Invoice Report (FY17)**

Instructions: Please complete and forward the MSEC Invoice Report to MEA along with the corresponding invoice requesting MSEC reimbursement.

1. Local Government Name and Address:	2. Name/ Title/Phone Number of Report Submitter:	
3. Congressional District:	4. Address of Project (if different than the address shown above)	
5. Reporting Period Month: _____ Year: _____ Is this the final MSEC Invoicing report? ☐ Yes ☐ No	6. MEA Grant Number:	
7. Local Government Invoice Number (if invoices are being submitted to MEA for payment)		
8. MSEC Grant Expenditures Please indicate the amount of MSEC grant funds spent during a. the reporting period and b. over the course of the project to date. Please note that if you are receiving funding from multiple funding categories, as specified in Section III of the Grant Agreement, you must track, invoice, and report this funding stream separately.		
a. MSEC Grant Dollars Spent during this <u>Reporting Period</u> (\$)	Direct Project Costs (minimum 70% of total Grant amount):	
	Policy and Project Preparation Costs (maximum 30% of total Grant amount):	
	Total grant funds requested, this reporting period (this number should match the invoiced amount):	

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b. MSEC Grant Dollars <u>Spent to date</u> (\$)	Direct Project Costs (minimum 70% of total Grant amount):	
	Non-Project Costs (maximum 30% of total Grant amount):	
	Total grant funds requested, spent to date (this number should match the invoiced amount):	
9. Non-MSEC Grant Expenditures		
a. Utility Rebates, by energy measure (\$) (if applicable)	b. Other Project Expenditures (\$) Please include description and the \$ amount (e.g., community matching funds)	
10. Policy Status Update		
a. Provide a brief narrative of the status of the baselines, plans, and policies required under this program.	Energy Efficiency:	
	Renewable Energy:	
	Transportation Petroleum:	
11. Project Status Update		
a. Provide a brief narrative of project milestones and/or accomplishments achieved during the reporting period.		
b. Were any obstacles encountered during the reporting period? If so, please explain.		
12. Is this your final report? ☐ Yes ☐ No		

13. Reporting Metrics: The required project reporting metrics are listed below.	
A. Jobs created (Hours worked) <i>Required</i> Please report the total number of hours worked (and paid for using Grant funds) by Grantee staff, contractors, and vendors	
B. Energy Cost Savings (\$ saved per year due to project) <i>Required</i>	
C. Building Energy Savings <i>Required for all energy efficiency projects</i>	
i. Reduction in annual electricity consumption (MWh)	
ii. Reduction in annual fuel oil consumption (gal)	
iii. Reduction in annual natural gas consumption (MMcf)	
iv. Reduction in annual propane consumption (gal)	
v. [Insert other measure]	
vi. [Insert other measure]	
D. Renewable Energy Capacity and Generation <i>Required for all renewable energy projects</i>	
i. Amount of electricity generated by photovoltaic systems (MWh) annually	
ii. Amount of electricity generated by wind systems (MWh) annually	

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iii.	Amount of electricity generated by other renewable systems (MWh) annually	
iv.	Installed photovoltaic system capacity (MW)	
v.	Installed wind capacity (MW)	
vi.	Installed capacity of all other renewable systems (MW)	
vii.	[Insert other measure]	
E. Transportation-Related Energy Savings <i>Required for all transportation petroleum reduction projects</i>		
i.	Reduction in annual gasoline consumption (gal)	
ii.	Reduction in annual diesel consumption (gal)	
iii.	[Insert other measure]	
iv.	[Insert other measure]	
F. Building Retrofits (number of buildings) – Required		

Grant #2017-09-520A1 / Attachment A / Continuation

7. Project Narrative:

The purpose of this project is to reduce petroleum consumption by replacing two older, fuel inefficient, gasoline powered police vehicles, with one Chevrolet Bolt sedan and one Zero Electric Police Motorcycle, which will eliminate petroleum usage in these two vehicles **completely**. This will also eliminate the need for periodic oil changes (also petroleum use), and keep repair costs to a minimum, since electric vehicles require very little routine maintenance. This project will promote clean air by eliminating the output of carbon dioxide and the use of petroleum fuel products by 100%, and will in demonstrating to the general public, the advantages of driving electric vehicles, by explaining their lower operational costs and their positive impact on the environment.

Additionally, since electricity is much more cost effective than gasoline, this project will also promote fiscal responsibility on the part of the City of Hyattsville, since the cost to operate electric vehicles is about 1/4 (or less) of the cost to operate gasoline powered vehicles.

Lastly, the project includes installing two Outdoor Level 2 EV Charging Stations, which will not only be used to recharge the grant funded vehicles, but will be available *free of charge* to the public. This will show Hyattsville's commitment to clean transportation, and help to bring visitors to the city and the surrounding commercial districts by offering free charging of their electric vehicles while patronizing local businesses.

It should be noted that this project is a continuation of Hyattsville's plan to reduce petroleum use in city vehicles by 20% within 5 years, a goal which has already been accomplished and surpassed.

9. Annual Energy Benefits Calculation/Estimate:

(e.g. kWh reduced, kw installed, gallons reduced) and Source of Energy Estimates

Totals (Replacing 2 Gasoline Powered Police Cars):

Gasoline Powered Police Vehicles Annual Petroleum Used = 2288 Gallons

Electric Powered Police Vehicles Annual Petroleum Used = 0 Gallons

Annual Reduction of Petroleum Used = 100%

Gasoline Powered Police Vehicles Annual Fuel/Oil Cost = \$5376.80¹

Electric Powered Police Vehicles Annual Fuel Cost = \$670.95²

Annual Savings of Electric vs. Gasoline = \$5055.85

Gasoline Powered Police Vehicles Annual CO2 Produced = 45,760 Pounds³

Electric Powered Police Vehicles Annual CO2 Produced = 0 Pounds

Annual Reduction of Carbon Dioxide (CO2) = 100%

¹ Based on the current/average cost of gasoline at \$2.35/gal + average 5 oil changes cost at \$35 each

² Source: Maryland's current electricity rate of 13.5c per kWh

³ Source: U.S. Energy Administration, <http://www.eia.gov/tools/faqs/>

Maryland Energy Administration Maryland Smart Energy Communities Grant

Important Information and Deadlines:

Instructions: Please read the application thoroughly and complete all sections. Since accurate information is important in ranking your application, please submit with required supplemental documents to explain your project. The MEA strongly recommends that you read the **Notice of Grant Availability** before completing this application for program eligibility, requirements, and evaluation criteria.

This application should only be used by communities already accepted into the Maryland Energy Administration's Maryland Smart Energy Communities (MSEC) program who are now seeking additional MSEC funding (i.e., accepted in the MSEC Program in FY 13, FY 14, FY15 or FY 16) . Communities not currently in the MSEC program who are interested in joining should complete the Maryland Smart Energy Communities application, New Communities Track available online at <http://energy.maryland.gov/govt/Pages/smartenergycommunities.aspx>.

The full application (this document) is **due no later than 11:59 p.m. Eastern Time, February 16, 2017** and requires sign-off from the individual with signatory authority for the Smart Energy Community (i.e., local government) indicating that the Community intends to complete the project(s) proposed in the application. MEA can provide technical assistance through the University of Maryland Environmental Finance Center to help participants complete the application, if necessary. **Applications must be submitted to MSEC.MEA@maryland.gov.**

Questions about the application or MSEC program may be directed to both:

Caitlin Madera, E: MSEC.MEA@maryland.gov, T: 410-537-4074

Mike Hunninghake, E: mikeh75@umd.edu, T: 301-405-7956

Guidelines for Submission

Follow these steps for successful application submission:

- When you have completed your application, go to the File menu and select "Save As" and then "PDF."
 - Rename your file using the following naming convention: "FY17MSEC_Community Name_MMDDYY". For example, an application submitted by Baltimore County on November 16, 2016 would look like this:
"FY17MSEC_BaltimoreCounty_111616."
 - Once the file has been saved and renamed, email it as an attachment to MSEC.MEA@maryland.gov using the subject line "FY17 MSEC Grant Application_CommunityName."
 - Email transmissions are limited to 20 MB each. If your files are too large for a single transmission, please number your transmissions consecutively on the subject line (e.g., "FY17 <MSEC Grant Application_CommunityName - Part 1").
- You should receive a confirmation e-mail within two business days of your submission. If you do not receive a confirmation email within 24 hours, please call MEA at (410) 537-4000 .



**Maryland Energy
Administration**

Maryland Smart Energy Communities Grant

Troubleshooting:

If your files are too large for transmission in 2 or 3 emails, contact MSEC.MEA@maryland.gov

**Maryland Energy
Administration
Maryland Smart Energy Communities Grant**

If an existing MSEC community would like to submit more than one project for consideration, complete the

Application in the following manner:

1. Complete a Project Proposal Form (Section E) for each project,
- and,
2. Complete and submit one copy of Sections A-D.

Also, please provide a supplemental letter that ranks the multiple projects proposed based on community preference. Please include the estimated project cost and estimated energy benefits for each proposed project on a project-by-project basis, as well as the source of that information (e.g. energy audit, vendor quote, engineering estimate).

**Application Terms &
Conditions:**

The following Terms & Conditions must be signed by an authorized representative for this application to be considered for funding. Please note these are not the only Terms & Conditions for the program, there will be additional conditions included in the Grant Agreement between MEA and each grantee.

1. Applications are accepted and grants are awarded on a competitive basis, with applications to be **submitted no later than 11:59 p.m. Eastern Time, February 16, 2017.**
2. Submission of this application does not guarantee that the Applicant will be awarded a grant for the proposed energy project(s).
3. **The equipment for the proposed project(s) shall not be purchased or installed prior to execution of a Grant Agreement with MEA and receipt of project approval from MEA.**
4. If this project is approved, the Applicant will provide MEA with a complete IRS W-9 Form. All Applicant information on the
W-9 Form must match the information provided on this Application.
5. Authorized representatives of MEA may access the project location in order to conduct site inspections or measurement &
verification activities for the program.
6. The Maryland Energy Administration (MEA) and its representative(s) may use photos and video of the project(s) for marketing, publicity, and advertising purposes. MEA and its representatives, subject to Maryland Public Information Act and any other applicable law will not divulge any confidential information or trade secrets. Grantees may review and approve any photos and videos taken.
7. The program Terms & Conditions are subject to change.



Hyattsville City Council Agenda Item Report

Meeting Date: June 5, 2017

Submitted by: Lesley Riddle

Submitting Department: Public Works

Item Type: Grant

Agenda Section: Consent Items (8:45 p.m. - 8:50 p.m.)

SUBJECT

FY18 Budget Appropriation: Maryland Department of Natural Resources Community Resiliency Grant

Motion #

202-06-FY17

Recommendation:

I move that the Mayor and Council accept and appropriate the FY18 grant funds from the Maryland Department of Natural Resources, Community Resiliency Grant not to exceed \$100,000.00, upon review and approval by the City Attorney for legal sufficiency.

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

Summary Background:

The City applied for, and was awarded \$100,000.00 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 Route 1A 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. Phase 1 will engage the consulting firm Ramboll in performing an existing conditions assessment to evaluate the community's stormwater infrastructure and determine what shortfalls may exist 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 residents, business owners, and other stakeholders in planning and acting to improve local water quality and quantity and will yield results that will be transferable throughout the City as well as elsewhere in Maryland.

Next Steps:

With Council approval Phase 1 of the project scope can begin.

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



Hyattsville City Council Agenda Item Report

Meeting Date: June 5, 2017

Submitted by: Lesley Riddle

Submitting Department: Public Works

Item Type: Purchase

Agenda Section: Consent Items (8:45 p.m. - 8:50 p.m.)

SUBJECT

Purchase of High Density Shelving for Police Evidence Storage (10 minutes)

Motion

203-06-FY17

Recommendation:

I move that the Mayor and Council approve the purchase of high density storage for Police evidence from Douron Incorporated, not to exceed \$33,000.00, upon review and approval by the City Attorney for legal sufficiency.

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

[Metzler - High Density Storage - LR edits.docx](#)

[Mobile System for Evidence Storage Rm%2c Updated May 10.pdf](#)

Summary Background:

On May 1st, 2017, the City Council approved motion number 181-05-FY17 authorizing the city to proceed with the procurement of services for enabling the adaptive reuse of 3505 Hamilton St.

One of the first steps in the adaptive reuse process is the relocation of evidence storage from 3505 Hamilton Street to another appropriate storage facility. The Project Manager, in conjunction with Police Department staff, DPW staff, and JMT evaluated several options for evidence storage. The following was determined:

- Many options/suggestions were eliminated because either the appropriate level of security and chain of custody could not be maintained, and would create or cause an increase in processing and transportation time.

The most feasible and best option is the reuse of the old evidence storage room at 4310 Gallatin St. To reuse the space a high-density storage option is required to meet the current and anticipated evidence storage needs until 3505 Hamilton Street is ready for use.

Douron, a firm specializing in adaptive storage and furniture was contacted. Douron performed a site visit to determine the best option to maximize our storage space to meet the requirements of the Police Department. The storage system is designed to be able to be reused in 3505 Hamilton St once the new facility is ready for occupancy. Douron furnished a proposal to the City to accommodate the Police Departments existing evidence needs.

The City is a member of the Washington Council of Governments (COG) and COG is a member of the Mid Atlantic Purchasing Team (MAPT). Douron has a current contract with MAPT, which is available to all members for use, to provide furniture, filing, and other products at a competitively bid rate. It is requested that the Council approve the purchase of the high-density storage not to exceed \$34,000.00.

Next Steps:

With Council approval staff will purchase the high density storage units and assist the Police Department with moving all Police related evidence.

Fiscal Impact:

This purchase will be funded from the Capital Improvement Projects budget for 4310 Gallatin Street.

City Administrator Comments:

Recommend Approval

Community Engagement:

None needed

Strategic Goals:

Ensure the Long-Term Economic Viability of the City

Legal Review Required?

Pending



City of Hyattsville

Memo

To: Tracey Nicholson, City Administrator
From: Hal Metzler, Project Manager
CC: Lesley Riddle, Director of Public Works
Date: May 26, 2017
Re: High Density Storage

On May 1st, 2017, the City Council approved motion number 181-05-FY17 authorizing the city to proceed with the procurement of services for enabling the adaptive reuse of 3505 Hamilton St.

One of the first steps in the adaptive reuse process is the relocation of evidence storage from 3505 Hamilton Street to another appropriate storage facility. The Project Manager, in conjunction with Police Department staff, DPW staff, and JMT evaluated several options for evidence storage. The following was determined:

- Many options/suggestions were eliminated because either the appropriate level of security and chain of custody could not be maintained, and would create or cause an increase in processing and transportation time;
- The cost was not something the city could recoup once the new station was complete.

The only feasible option remaining was the reuse of the old evidence storage room at 4310 Gallatin St. To reuse the space a high-density storage option was required to meet the current and anticipated evidence storage needs until 3505 Hamilton Street is ready for use.

Douron, a firm specializing in adaptive storage and furniture was contacted. Douron performed a site visit to determine the best option to maximize our storage space to meet the requirements of the Police Department. The storage system is designed to be able to be reused in 3505 Hamilton St once the new facility is ready for occupancy. Douron furnished a proposal to the City to accommodate the Police Departments existing evidence needs.

The City is a member of the Washington Council of Governments (COG) and COG is a member of the Mid Atlantic Purchasing Team (MAPT). Douron has a current contract with MAPT, which is available to all members for use, to provide furniture, filing, and other products at a competitively bid rate. It is requested that the Council approve the purchase of the high-density storage not to exceed \$34,000.00.

Quote Good for 30 Days

Customer:

City of Hyattsville
 Hal Metzler Jr.
 4633 Arundel Place
 Hyattsville MD 20781

301.985.5032

Qty	Part Number	Part Description	Sell	Ext Sell
TAG:				
1	MT160010	High Density Mobile Storage System. 16"d Shelving for Box Storage and 12"d Open Shelving and Drawers for Smaller Storage.	\$ 32,080.00	\$ 32,080.00
		Total 16"d Capacity: 336 File Boxes 16"d x 12"w x 10"h		
		Total 12"d Open Capacity: 640 LFI		
		Total 12"d x 6"h Drawers: 20 - 36"w, 5 - 30"w		
	C13.104.006P	Finish: Pearl Gray		
		Delivery/Install	\$ 0.00	\$ 0.00
Grand Total:			\$ 32,080.00	

Prices are per the MAPT contract # 2015-42, which includes delivery and installation unless otherwise noted.

Product is shipped direct from the manufacturer and is non-returnable. Please review the quote and address any concerns before placing an order.

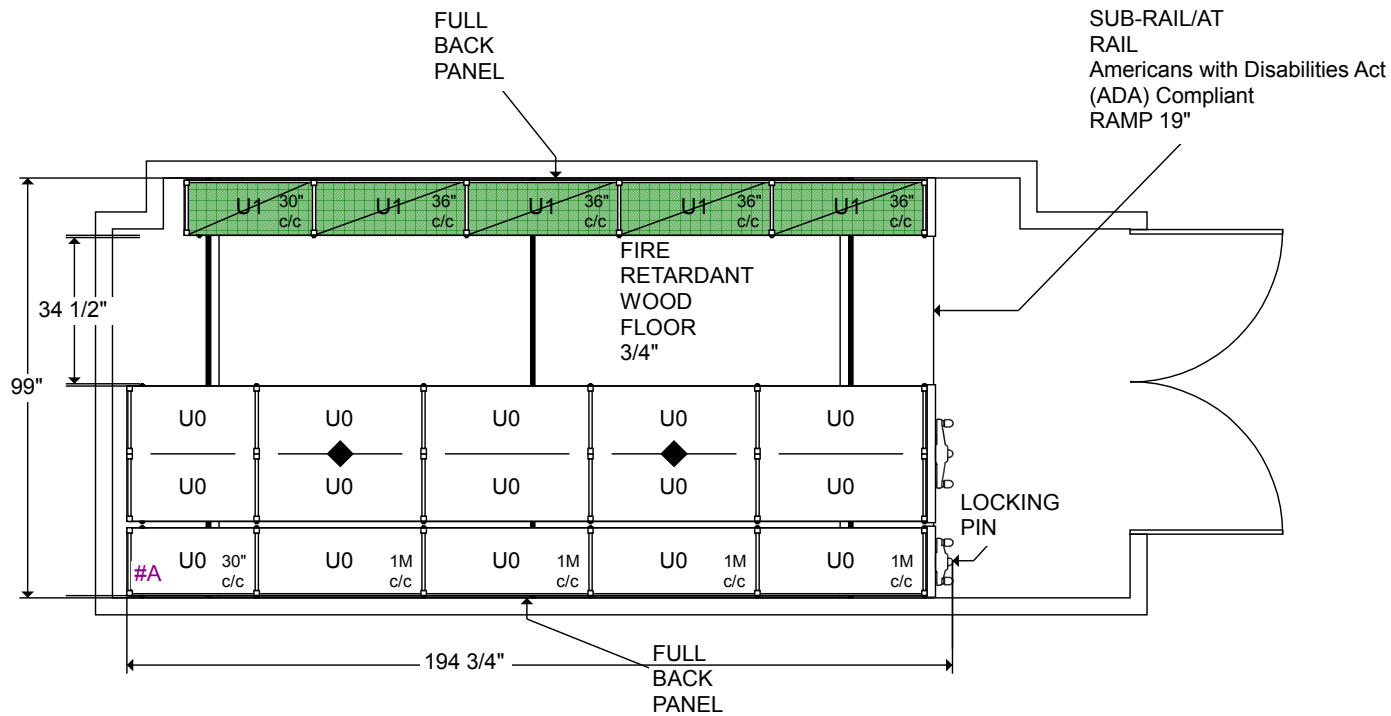
Installation is based on standard business hours delivery and install, access to elevator and clear path to and within work area. In the event that these criteria are not met, additional charges may be incurred.

All product would be assembled and installed with the removal of all cartoning.

The purchaser(s) is responsible for all electrical and cabling connections unless noted otherwise. Power products housed within systems furniture, tables or desking that is provided by Douron would be installed by Douron. All connections and electrical whips would be handled by the purchasers licensed electrician and all routing of all cabling would also fall under the purchasers scope of responsibility.

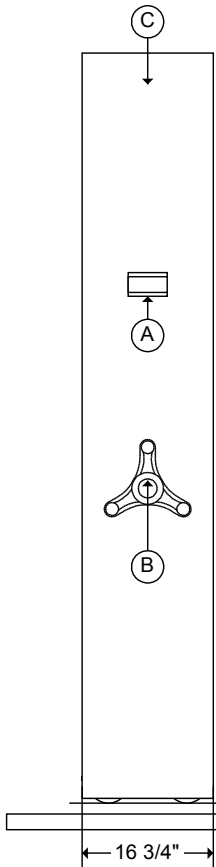
Thank you for your request.

Steve Gaertner

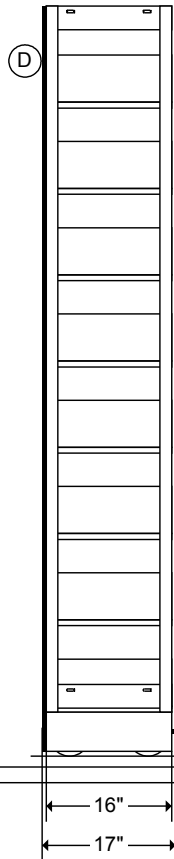


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	City of Hyattsville, Police Dept Storage Unit Evidence Rm.				Distributor :		DOURON INC						
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					DOURON inspiration at work		MoDraw User :		MTomlin				
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							Last Modified :		2016-11-10				
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FRONT VIEW
WITH PANEL

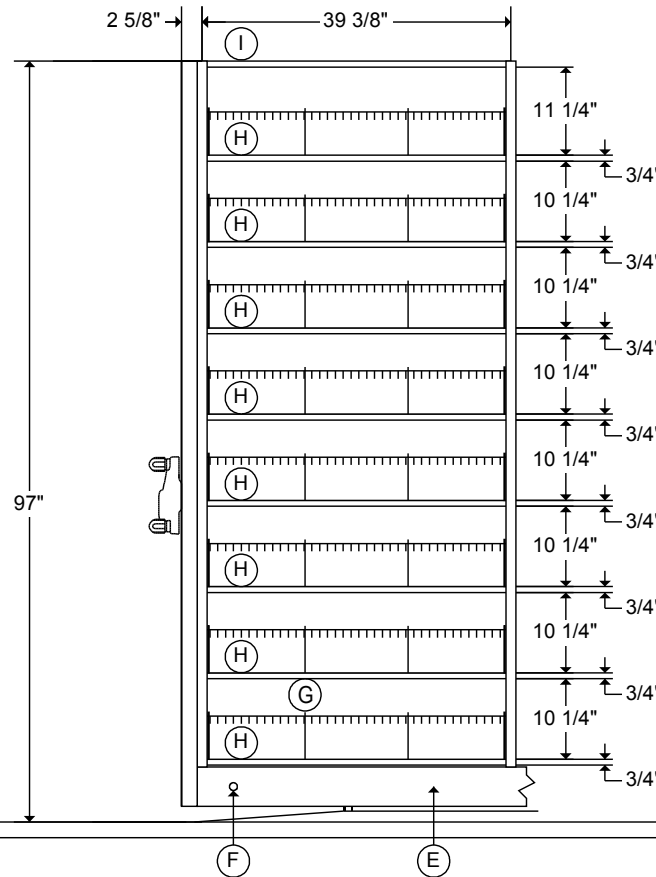


FRONT VIEW
WITHOUT PANEL



RIGHT SIDE VIEW (U0)

□ U0



Legend

- A CARD HOLDER
- B AISLE SAFETY PUSH-BUTTON LOCK
- C PANEL
- D FULL BACK PANEL 1/2"
- E CARRIAGE
- F BUMPER 1/2"
- G DIVIDER
- H QSC3916SHA SLOTTED BOX SHELF
- I QST3916SHA TOP SHELF

LEGEND

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- ☐ DOUBLE FACE FULLBACK
- ◆ SWAY BRACE
- ⌋ HANDLE (FOR MECHANICAL SYSTEM)

Project Description :

City of Hyattsville, Police Dept
Storage Unit Evidence Rm.

Address :

Approved By :

Date :

Project Name : MT160010

Distributor : DOURON INC

View : ELEVATION VIEW

Room : #1

* Comments : SYSTEM #A - SFM - 39 3/8" - U0 (BACK TO BACK HOOKED)



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Printed :

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Last Modified :

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Expiration :

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MoDraw Version :

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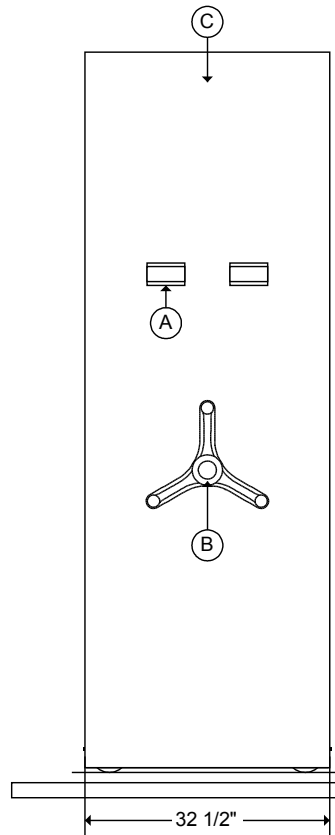
RIGHT SIDE VIEW (U0)



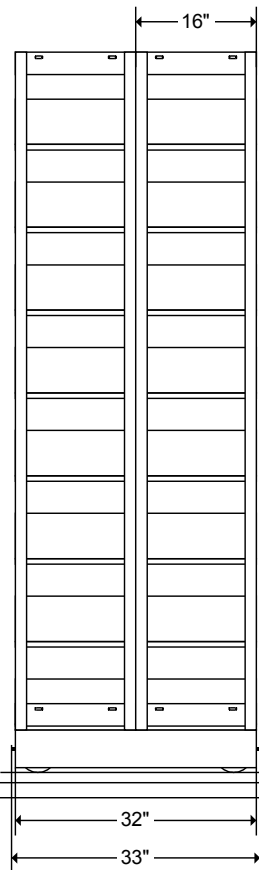
- A FULL BACK PANEL 1/2"
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FRONT VIEW
WITH PANEL

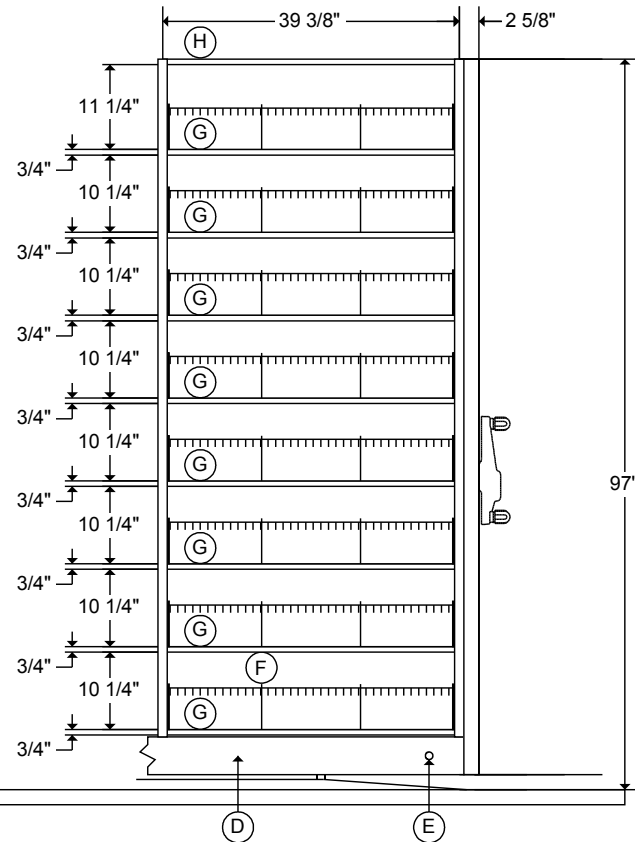


FRONT VIEW
WITHOUT PANEL



LEFT SIDE VIEW (U0)

□ U0



Legend

- A CARD HOLDER
- B AISLE SAFETY
PUSH-BUTTON LOCK
- C PANEL
- D CARRIAGE
- E BUMPER 1/2"
- F DIVIDER
- G QSC3916SHA
SLOTTED BOX SHELF
- H QST3916SHA
TOP SHELF

LEGEND

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- ⌋ HANDLE (FOR MECHANICAL SYSTEM)

Project Description :

City of Hyattsville, Police Dept
Storage Unit Evidence Rm.

Address :

Project Name : MT160010

Distributor : DOURON INC

View : ELEVATION VIEW

Room : #1

* Comments : SYSTEM #A - DFM - 39 3/8" - U0-U0 (BACK TO BACK HOOKED)



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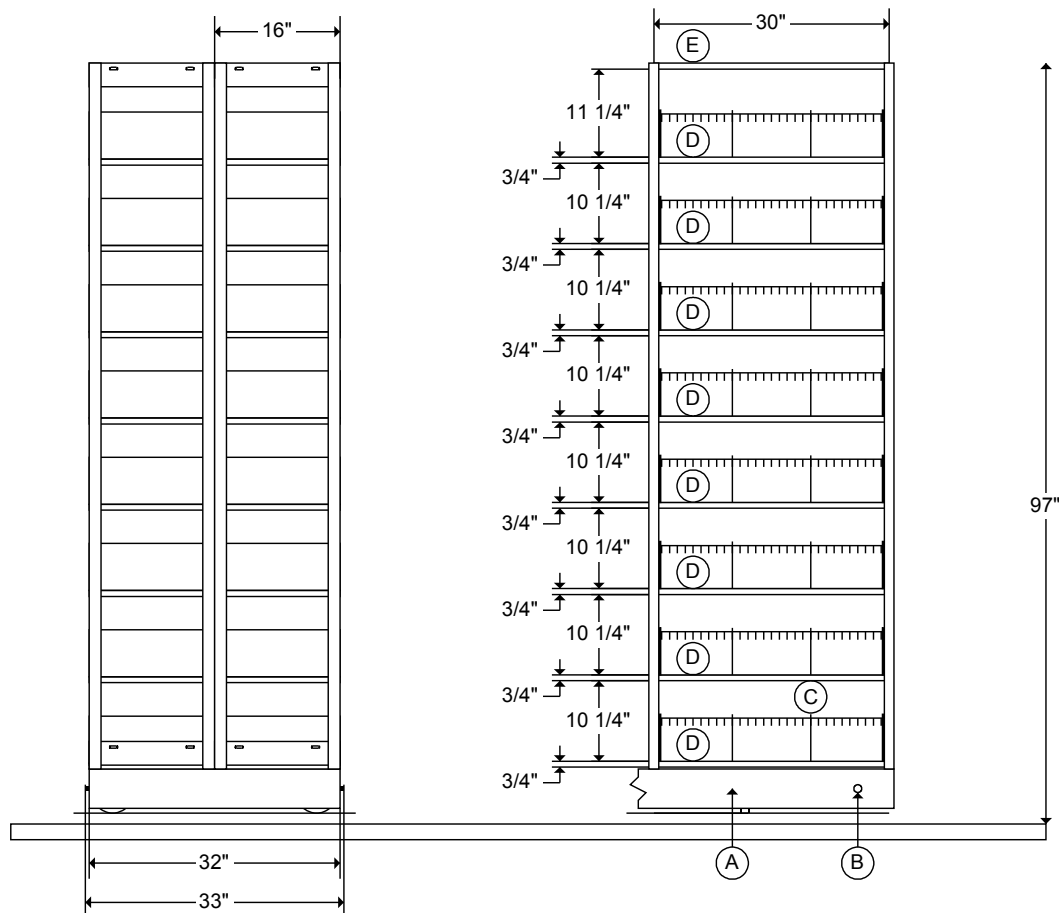
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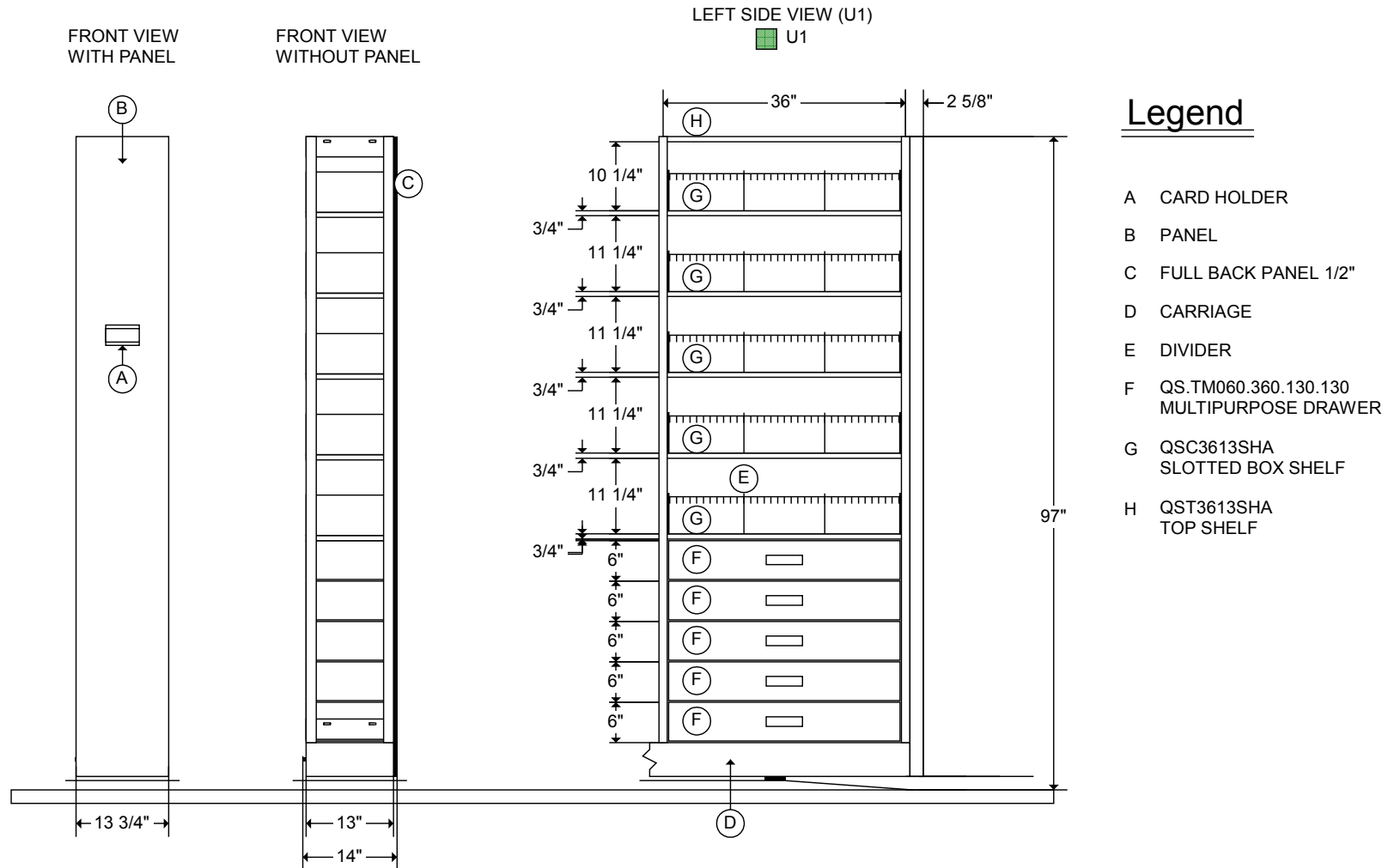
RIGHT SIDE VIEW (U0)



Legend

- A CARRIAGE
- B BUMPER 1/2"
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- D QSC3016SHA
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TOP SHELF

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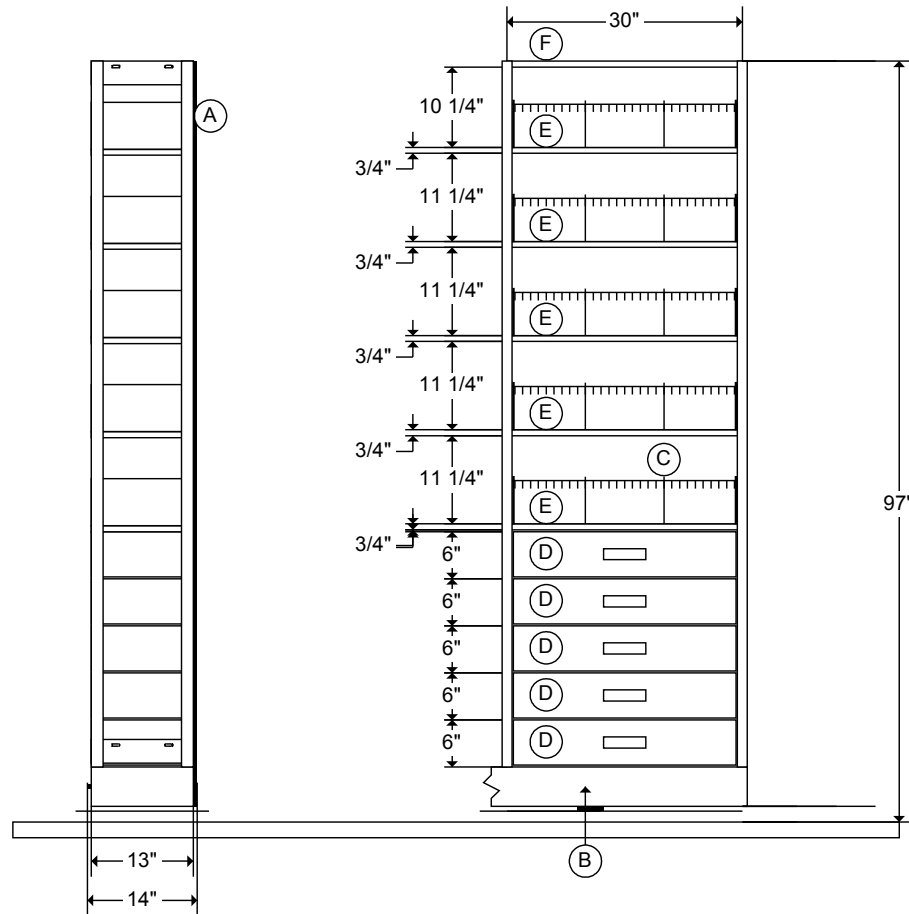


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BACK VIEW
WITHOUT PANEL

RIGHT SIDE VIEW (U1)

U1



Legend

- A FULL BACK PANEL 1/2"
- B CARRIAGE
- C DIVIDER
- D QS.TM060.300.130.130
MULTIPURPOSE DRAWER
- E QSC3013SHA
SLOTTED BOX SHELF
- F QST3013SHA
TOP SHELF

LEGEND

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Project Description :

City of Hyattsville, Police Dept
Storage Unit Evidence Rm.

Address :

Approved By :

Date :

Project Name : MT160010

Distributor : DOURON INC

View : ELEVATION VIEW

Room : #1

* Comments : SYSTEM #A - SFF - 30" - U1 (BACK TO BACK HOOKED)

DOURON
inspiration at work

MoDraw User : MTomlin

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Last Modified : 2016-11-10

Expiration : 2016-12-10

MoDraw Version : 4.3.2

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Load Computation

Distributor : MTomlin
 # Project : MT160010
 # System : #A

Total System Width :	99"	Total Linear Storage :	5930"
Rail Length :	97"	Storage Surface :	625 square feet
Bearing Length :	62 1/2"	Total Shelves :	170
		Total Sections :	15
Typical Max Load :	35 lb/square foot	Load per Square Foot of Floor :	205 lb

Dead Load : 5,565 lb
 Live Load : 21,884 lb
 Total Load : 27,449 lb

Rail #	Pos.	Bearing Width	% System Weight	Bearing Rail Length	Load (lb)	Linear (lb/foot)
1	18"	55 1/2"	29.7%	62 1/2"	8,147 lb	1,564 lb/foot
2	75"	75 1/2"	40.4%	62 1/2"	11,082 lb	2,128 lb/foot
3	76"	56"	29.9%	62 1/2"	8,220 lb	1,578 lb/foot

Max Linear Load : 2,128 lb/foot

Weight information are estimated by Montel and may not correspond exactly to the final system. Please use them only as guidelines.



Hyattsville City Council Agenda Item Report

Meeting Date: June 5, 2017

Submitted by: Douglas Holland

Submitting Department: Police Department

Item Type: Purchase

Agenda Section: Consent Items (8:45 p.m. - 8:50 p.m.)

SUBJECT

CCTV System Server Replacement (10 minutes)

Motion #

204-06-FY17

Recommendation:

I move that the Mayor and Council authorize the sole source purchase of a replacement server for the City's CCTV System from J&M Security Solutions at a cost not to exceed \$23,928.50.

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

[CCTV Server Memo with Supporting Docs 5 2 2017 \(1\).pdf](#)

Summary Background:

In 2012, the city entered into a contract with J & M Security Solutions to provide maintenance for our CCTV program. As part of the contract, J & M installed a new CCTV Video Management Systems server to control our video environment. The server was designed to handle our then current cameras and measured growth.

Since 2012, we have added 12 new CCTV cameras to our system for a total of 21 cameras. In addition, we upgraded our older legacy pan, tilt, zoom cameras (500 kb per camera) to panoramic 360 degree devices with five (5) megapixels per camera. These cameras record 24 hours a day, 365 days a year.

Around January 2017, we noticed that our CCTV video retention was not holding recordings as set-up in the system for 30 days. We also started noticing that our videos were not fluid; for example, when reviewing videos, the video stream appeared to stutter, skip and ghost. Some cameras would go out of service and then re-appear a short time later. The CCTV system became unreliable.

We notified our vendor, J & M Security Solutions, of these problems and requested an over-view of our system. This was urgent as our detectives were searching for videos for cases only to find out the cameras were not working, or the videos were not viewable as they were stuttering.

An analysis of our total CCTV environment revealed that our current video management system server, installed five years ago, was not capable of processing the amount of new video coming into the system. The 2012 processor was running at 100 percent and could not process the video data coming into the server; the system was overloading. This is what caused the videos to stutter, skip and ghost. Sometimes the cameras would shut down. The amount of video coming into the storage drives has maxed out and will not retain video the required 30 days.

Solution

The President of J & M Security Solutions, worked with Seneca Data to custom build a server that could handle the 114 high-definition cameras that our CCTV program uses. He contacted Salient Systems, the company that provides

software to run the Samsung 360 cameras that we currently use, and installed their 'CompleteView' software on the server. This was done to 'beta-test' the server and software in an environment identical to our CCTV infrastructure to ensure it would run efficiently and effectively. The test was a success and Jason Nagy, President of J & M Security Solutions, has sent a letter to certify that the proposed new propriety server, custom built for the City of Hyattsville, will work with our current and future CCTV infrastructure. (Attachment 1)

The custom built server, the software to manage the CCTV system and installation will cost \$23,928.50. (Attachment 2)

Recommendation

Working with J & M Security Solutions, we anticipate building out this server for the new police department building at 3505 Hamilton Street and incorporating it into the IT cost when the CCTV equipment would be transferred from the current city building to the new police department. Unfortunately, our current server is failing and we need to upgrade our server immediately.

This server failure is unanticipated and therefore was not budgeted for FY2017. It is recommended that an additional appropriation of \$23,928.50 be made to the FY 2017 budget and the funding source be the Special Revenue Funds from the Speed Camera Program.

Next Steps:

Purchase and install the server

Fiscal Impact:

Expenditure of \$23,928.50

City Administrator Comments:

Recommend Approval

Community Engagement:

N/A

Strategic Goals:

Goal 3 – Enhance a safe and pleasant community

Legal Review Required?

N/A



Hyattsville City Police Department

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



116

Candice Hollingsworth
Mayor

Douglas K. Holland
Chief of Police

Tracey Nicholson
City Administrator

Date: May 2, 2017

To: Captain A. Awad
Operations Commander

From: Lieutenant Chris Purvis
Administrative Service Division

Subject: New CCTV Server

Background

In 2012, the city entered into a contract with J & M Security Solutions to provide maintenance for our CCTV program. As part of the contract, J & M installed a new CCTV Video Management Systems server to control our video environment. The server was designed to handle our then current cameras and measured growth.

Since 2012, we have added 12 new CCTV cameras to our system for a total of 21 cameras. On top of that, we have upgraded our older legacy pan, tilt, zoom cameras (500 kb per camera) to panoramic 360 degree devices with five (5) megapixels per camera. These cameras record 24 hours a day, 365 days a year.

Around January 2017, we started noticing that our CCTV video retention was not holding recordings as set-up in the system for 30 days. We also started noticing that our videos were not fluid; for example, when reviewing videos, the video stream appeared to stutter, skip and ghost. Some cameras would go out of service and then re-appear a short time later. The CCTV system became unreliable.

We notified our vendor, J & M Security Solutions, of these problems and requested an over-view of our system. This was urgent as our detectives were searching for videos for cases only to find out the cameras were not working, or the videos were not viewable as they were stuttering.

An analysis of our total CCTV environment was done and it was discovered our current video management system server, installed five years ago, was not capable of processing the amount of new video coming into the system. The 2012 processor was running at 100 percent and could not process the video data coming into the server; the system was overloading. This is what caused the videos to stutter, skip and ghost. Sometimes the cameras would shut down. The amount of video coming into the storage drives has maxed out and will not retain video the required 30 days.

Solution

Jason Nagy, President of J & M Security Solutions, worked with Seneca Data to custom build a server that could handle the high-definition cameras that our CCTV program uses. He contacted Salient Systems, the company that provides software to run the Samsung 360 cameras that we currently use, and installed their 'CompleteView' software on the server. This was done to 'beta-test' the server and software in an environment identical to our CCTV infrastructure to ensure it would run efficiently and effectively. The test was a success and Jason Nagy, President of J & M Security Solutions, has sent a letter to us certifying that the proposed new propriety server, custom built for the City of Hyattsville, will work with our current and future CCTV infrastructure.

The custom built server, the software to manage the CCTV system and installation will cost \$23,928.50.

Recommendation

Working with J & M Security Solutions, we anticipated building out this server for the new police department and incorporating into the IT cost when the CCTV equipment would be transferred from the current city building to the new police department. Unfortunately, our current server is failing and we need move on this project now.

I recommend we purchase this new server from J & M Security Solutions to replace the older, struggling server installed in 2012. The new server is configured and built specifically for the City of Hyattsville's high performance video surveillance system. The software and configuration is propriety to the server hardware configuration. The new server will be certified by J & M Security Solutions; they will warranty the server under our current maintenance contract.

Funding

The new server can be funded through revenue generated by the Safe Speed Camera program. These funds are slated for 'Public Safety' only. Shortly after annexation of the Mall at Prince Georges, the City of Hyattsville partnered with Target Corporation on a 'Safe City' project that emphasized community safety through collaboration, communications and technology solutions. One of the main components of the technology solution was the development and implementation of a city wide CCTV system.





J & M Security Solutions

Lt. Chris Purvis
Hyattsville City Police Department
4310 Gallatin St
Hyattsville, MD 20781

Jason Nagy
President
J & M Security Solutions
452 Hocutt Farm Dr.
Clayton, NC 27527

RE: Server upgrade for city-wide video surveillance system

Lt. Purvis,

This letter serves to describe your current Video Management System (VMS) server environment and the justification to upgrade this environment to support your system today and into the future.

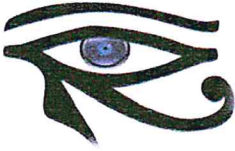
Your existing VMS server was originally built and installed in 2012. This server was sized to handle your then current camera environment of nine Pan/Tilt/Zoom cameras and allow for measured growth. The legacy PTZ cameras in your network were originally installed in 2009 and thus were subject to the latest technology available at the time. In the years since, camera technology has grown tremendously as well as the need for more sophisticated and higher powered devices to view and control them.

Your current VMS server specifications include the following:

- A single 4 Core Intel i7 processor
- 8 GB of Ram memory
- 9TB of video storage capacity

In the past few years we have been steadily upgrading your cameras to high definition, panoramic, 360 degree devices throughout the city. The cameras are 5 megapixel and support multiple streams of video and viewing capabilities. Currently you have 21 of these cameras on your network. With the addition of these cameras, the current server specifications are not sufficient enough to handle the increased bandwidth and processing requirements. Issues that are occurring because of these deficiencies include ghosting of live video images, gaps in recorded video, and poor live video performance. In addition, your requirement to store video for 30 days is not being met because the higher definition cameras require more storage space than your current server can handle.

What J&M proposes for the city is to replace the existing VMS server with an upgraded architecture that is purpose built and proprietary specifically for the City of Hyattsville's Video Surveillance System. This proprietary server for the city was specifically designed for high definition, high performance, video surveillance systems. Working together with our partners, Seneca Data and Salient Systems, we built an identical environment to what is currently running in Hyattsville. In the lab, we installed the Samsung 360 degree cameras, the network and the CompleteView software configuration to perform a real-world test.



The test was a success. Thru this certification testing we can guarantee that the solution is viable and prove that this new server configuration will support the City of Hyattsville's current and future deployments.

J & M Security Solutions supports this certification and will provide all maintenance, warranty and support for this new solution. Our proposal is to provide a new server that has the following:

- Two Intel 10 core Xeon processors designed specifically for the rigors of high definition video processing
- 32GB of RAM memory
- 96TB of storage purpose built and proprietary for the high demand of read/write cycles for video surveillance technology
- Two standalone 240GB SATA drives built specifically for Video Management Software OS.

With this new server solution, the Xeon processors will be able to handle the increased computing requirements of the high definition cameras. With a total of 20 cores of processing power, this solution will also provide for future growth and camera technology upgrades for years to come. Using the current cameras, the city has chosen today, this solution would allow for the addition of 40 more cameras to this one server design alone.

If you have any questions or need further clarification, please feel free to contact me at your convenience. We look forward to serving your needs!

Thank you.

Sincerely,

Jason Nagy
President
J & M Security Solutions



J & M Security Solutions

452 Hocutt Farm Dr
Clayton, NC 27527

Quote

Date	Quote #
4/24/2017	14646

Name / Address
City of Hyattsville 4310 Gallatin St. Hyattsville, MD 20781

Rep	Project
	HQ Server Upgrade

Description	Qty	Total
Seneca XNVR400 Server Includes: -MS Windows Server 2012 Standard R2 x64 2 Proc -Server Red Depot Parts Warranty -Asus C612 Dual Xeon DDR4 2133Mhz SATA PCI-Express ATX -4U Rackmount 975w RPS 12G 24x Hotswap Trays -Seneca Chrome Logo 2 3/8" x 1 1/8" .018" Bright Stainless -xConnect Software Desktop Installer Only -Designed for Intel Xeon Processor (2015), Size 1, Micro -Intel 8 Core Xeon E5 2620v4 2.10GHz S2011 -4GB DDR4 2400MHz ECC Registered -240GB S3520 Series SSD SATA -Configure To RAID Level 1 For SATA -6TB SATA 7200rpm 3.5 Inch 128MB x 16 -Mylar, BK, 0.1mm for 3.5" HDD TRAY, 9 holes HDD Tray -Configure To RAID Level 6 For SATA -12G HD Mini-SAS Female SFF-8644 to SFF8643 Standard PCI -LSI 9361-4i MegaRAID 4 Port 12Gb/s PCI-Express 3.0 x8 -LSI Cachevault Accessory Kit for 9300 Series -GeForce GT730 1GB PCI-E x16 -Intel I350-T2 Server Network Adapter PCI-Express 2.0 x2 -Microsoft USB Wired Keyboard -Microsoft USB Optical Mouse	1	23,678.50
Shipping & Handling & Insurance *** NOTE: Server is configured and built specifically for the city of Hyattsville's high performance video surveillance system. Software and configuration is proprietary to this hardware configuration and is certified by both Seneca Data and Salient Systems. J & M Security Solutions supports this hardware and certifications exclusively. ***	1	250.00
Pricing in this quotation is valid for a period of 30 days from the date of this proposal.		Total \$23,928.50

Phone #	Fax #	E-mail	Web Site
888-819-3045	919-553-3683	mnagy@jandmsecuritysolutions.com	www.jandmsecuritysolutions.com



Hyattsville City Council Agenda Item Report

Meeting Date: June 5, 2017

Submitted by: Douglas Holland

Submitting Department: Police Department

Item Type: Purchase

Agenda Section: Consent Items (8:45 p.m. - 8:50 p.m.)

SUBJECT

Purchase of a Portable Message Board

Motion #

205-06-FY17

Recommendation:

I move that the Mayor and Council approve and authorize the purchase of a mobile message board from National Capital Industries, Inc. at a cost not to exceed \$15,398.00

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

Summary Background:

Portable message boards are an efficient way of quickly and effectively conveying information to the public in both emergency and non emergency situations. Message boards can be used as a means to notify and invite residents to public events such as National Night Out, community and neighborhood watch meetings, summer jams, road and bike races. They can also be used to request assistance in high profile criminal investigations, give notice of blocked roadways and temporary detours, as well as to recruit and hire police officers. The City is experiencing and scheduling an increased number of public events where the use of mobile message boards are needed.

After review of three estimates it is recommended the purchase of the message board be made from National Capital Industries, Inc.. Although their price is not the lowest, it does include an optional radar unit that would allow the board to also be deployed as a traffic safety tool to deter speeding motorists along the major roadways. Also, since National Capital Industries is located in Bladensburg, Maryland there are no additional shipping expenses incurred.

The funding source for this item is FY2017 Capital Outlay line item # 70-202-001-5662 with a remaining balance of approximately \$20,239.00

Next Steps:

Purchase the message board

Fiscal Impact:

Capital expenditure purchase of \$15,398.00

City Administrator Comments:

TBD

Community Engagement:

N/A

Strategic Goals:

Goal 3 – Enhance a safe and pleasant community

Legal Review Required?

N/A



Hyattsville City Council Agenda Item Report

Meeting Date: June 5, 2017

Submitted by: Laura Reams

Submitting Department: City Clerk

Item Type: Legislative

Agenda Section: Action Items (8:50 p.m. - 10:10 p.m.)

SUBJECT

Election of City Council Vice President (10 minutes)

Motion #

206-06-FY17

Recommendation:

I move that the Mayor and Council elect the following individual to the position of Council Vice President. (Selection to be determined at the meeting)

Sponsor(s):

Hollingsworth

ATTACHMENTS

Summary Background:

Upon the resignation of the Council elected Vice President, a new Councilmember shall be elected to the position.

Next Steps:

N/A

Fiscal Impact:

N/A

City Administrator Comments:

N/A

Community Engagement:

N/A

Strategic Goals:

N/A

Legal Review Required?

N/A



Hyattsville City Council Agenda Item Report

Meeting Date: June 5, 2017

Submitted by: Jake Rollow

Submitting Department: Community Services

Item Type: Legislative

Agenda Section: Action Items (8:50 p.m. - 10:10 p.m.)

SUBJECT

Hyattsville Life and Times Contract (10 minutes)

Motion #

207-06-FY17

Recommendation:

I move that the Mayor and Council approve the FY18 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

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 2017 contract. There has been no change in the ad purchase or the purchase price, which remains at market rate.

The ad purchase includes:

The 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?

Pending



Hyattsville City Council Agenda Item Report

Meeting Date: June 5, 2017

Submitted by: Jake Rollow

Submitting Department: Community Services

Item Type: Legislative

Agenda Section: Action Items (8:50 p.m. - 10:10 p.m.)

SUBJECT

Video Equipment Purchase - Castus Corporation (10 minutes)

Motion #

208-06-FY17

Recommendation:

I move that the Mayor and Council authorize the FY18 purchase of a One Channel Video Server from Castus Corporation, using FY18 appropriated funds, at a cost not to exceed \$10,000.

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

Summary Background:

This equipment is part of the FY18 lifecycle replacement and upgrade of video equipment. Staff is seeking Council approval for this specific item purchase because the lead time needed for the manufacturer to customize and ship the product in time for the City to install it during the break between the August and September Council meetings.

Most of the components of the City's video system - used primarily to record and broadcast Council meetings - have reached the end of their life-cycle. Many components are more than five years old, and some are more than 10 years old. This has caused occasional technical issues in the last year.

The FY18 budget includes \$200,000 for capital outlay for video equipment life-cycle replacement and upgrade. This money comes from the City's PEG fund, which is paid to the City by Verizon, and can be used only to support our cable/video system. Therefore, no tax dollars will be spent on replacement.

The new equipment that the City plans to purchase will also enable us to record in high definition, and simplifying our recording processes behind the scenes. Additionally, funds will be used to improve the audio and lighting of Council Chambers, which will greatly improve the quality of our broadcast to residents.

Next Steps:

Authorize purchase to take place in FY18, on or after July 1, 2017.

Fiscal Impact:

\$10,000 (non-taxpayer-dollars)

City Administrator Comments:

Recommend Support

Community Engagement:

The video system is an integral part of community engagement.

Strategic Goals:

SG1 - Ensure transparent and accessible governance.

SG2 - Ensure the long-term economic viability of the City.

Legal Review Required?

NA



Hyattsville City Council Agenda Item Report

Meeting Date: June 5, 2017

Submitted by: Jake Rollow

Submitting Department: Community Services

Item Type: Legislative

Agenda Section: Action Items (8:50 p.m. - 10:10 p.m.)

SUBJECT

Video Equipment Purchase - National Capitol Contracting (10 minutes)

Motion #

209-06-FY17

Recommendation:

I move that the Mayor and Council authorize the FY18 purchase of a video control dashboard and supporting accessories from National Capitol Contracting, using FY18 appropriated funds, at a cost not to exceed \$80,000.

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

Summary Background:

This purchase request is part of the lifecycle replacement and upgrade of video equipment that the City will be doing in FY18. Staff is seeking Council approval during this Council meeting to account for the excessive lead time needed for the manufacturer to customize and ship the product in time for construction and installation during the break between the August and September Council meetings.

Most of the components of the City's video system - used primarily to record and broadcast Council meetings, have reached the end of their life-cycle. Many components are more than five years old, and some are more than 10 years old. This has caused occasional technical issues in the last year.

The FY18 budget includes \$200,000 for capital outlay for video equipment life-cycle replacement and upgrade. This money comes from the City's PEG fund, which is paid to the City by Verizon, and can be used only to support our cable/video system. Therefore, no tax dollars will be spent on replacement.

The new equipment will upgrade our system, enabling us to record in high definition, and simplify our recording processes behind the scenes. Additionally, funds will be used to improve the audio and lighting of Council Chambers, in order to improve the quality of our broadcasts.

Next Steps:

Authorize purchase to take place on or after July 1, 2017.

Fiscal Impact:

\$80,000 (non-taxpayer-dollars)

City Administrator Comments:

Recommend Approval

Community Engagement:

The video system is an integral part of community engagement.

Strategic Goals:

SG1 - Ensure transparent and accessible governance.

SG2 - Ensure the long-term economic viability of the City.

Legal Review Required?

NA



Hyattsville City Council Agenda Item Report

Meeting Date: June 5, 2017

Submitted by: Jim Chandler

Submitting Department: Community & Economic Development

Item Type: Planning & Development

Agenda Section: Action Items (8:50 p.m. - 10:10 p.m.)

SUBJECT

DSP-17005 3700 East-West (UTC Metro II) (15 minutes)

Motion

210-06-FY17

Recommendation:

I move that the Council authorize the Mayor send correspondence to the Planning Board of the Maryland-National Capital Park & Planning Commission, in support of DSP-17005 3700 East-West (Metro II), subject to the following conditions:

- The applicant should consider a building name other than East-West Highway or modify the building street address to America Boulevard;
- Additional exterior lighting and signage denoting the building's primary pedestrian entrance at America Boulevard;
- The applicant shall incorporate additional way-finding parking signage for both private parking and public parking locations;
- Consistent with current operations within University Town Center, all at-grade parking/surface parking will be metered and administered by the City of Hyattsville.

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

[Memo_-_Metro_II_DSP_17005.docx](#)

[UTC Metro II Presentation - April 2017.ppt](#)

[Metro II Map_05312017.pdf](#)

[SOJ-DSP-17005.pdf](#)

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

Summary Background:

The subject property is located at 3700 East-West Highway, within the University Town Center development. The address is somewhat misleading, as the property does not directly abut East-West Highway. A better description of the location is the intersection of America Boulevard and Liberty Lane, adjacent to the Safeway development.

The Metro II building is currently used exclusively as commercial office space. Based on diminishing market demand for commercial office space and a high vacancy rate, the property owner is seeking to convert the building into a residential building consisting of 311-multifamily residential dwelling units. The tentative unit mix is 21 one-bedrooms, 90 2-bedrooms and 2 3-bedroom units, however the mix is subject to change.

The property is zoned M-X-T and falls within the Prince George's Plaza Transit District Development Plan (TDDP) and Transit District Overlay Zone (TDOZ). The proposed use is consistent with both the base zoning and the TDDP.

Due to its location within the Prince George's Plaza TDDP, this application requires a detailed site plan, even though there are no changes to the surface area of the building and minimal changes to the façade.

Next Steps:

The applicant's Planning Board hearing date has not yet been scheduled, but Staff anticipates a late-July hearing date, prior to the Planning Board's August recess.

Fiscal Impact:

N/A

City Administrator Comments:

Recommending support with conditions.

Community Engagement:

On April 18, 2017, the applicant met with the Hyattsville Planning Committee to present and discuss the subject property. Planning Committee members were supportive of the development, specifically lauding retention of the building façade and using this project to revitalize one of the City's more urban centers. Committee members were also excited about the proposed amenities and the possibility of this development as a catalyst for activating UTC into a more dynamic area. The minutes from that meeting are attached to this memo.

Strategic Goals:

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

Action 2.4 – Provide economic development programming and projects to support and facilitate infill, revitalization, redevelopment and transit-oriented investment.

Legal Review Required?

N/A



Memo

To: Mayor and Council
CC: Tracey Nicholson, City Administrator
From: Jim Chandler, Director, Community and Economic Development
Katie Gerbes, Community Planner
Date: May 31, 2017
Re: DSP-17005: Metro II Adaptive Reuse
Attachments: SOJ DSP-17005
April Planning Committee Minutes

The purpose of this memorandum is to provide the City Council with information regarding DSP-17005, a detailed site plan to adaptively reuse the Metro II building as rental apartments.

Project Details

The subject property is located at 3700 East-West Highway, within the University Town Center development. The address is somewhat misleading, as the property does not directly abut East-West Highway. A better description of the location is the intersection of America Boulevard and Liberty Lane, adjacent to the Safeway development.

The Metro II building is currently used exclusively as commercial office space. Based on diminishing market demand for commercial office space and a high vacancy rate, the property owner is seeking to convert the building into a residential building consisting of 311-multifamily residential dwelling units. The tentative unit mix is 219 one-bedrooms, 90 two-bedrooms and 2 three-bedroom units, however the mix is subject to change.

The property is zoned M-X-T and falls within the Prince George's Plaza Transit District Development Plan (TDDP) and Transit District Overlay Zone (TDOZ). The proposed use is consistent with both the base zoning and the TDDP.

Due to its location within the Prince George's Plaza TDDP, this application requires a detailed site plan, even though there are no changes to the surface area of the building and minimal changes to the façade. Since it is an existing building with minimal exterior modifications, the applicant is also exempt from some

elements we typically see in a development, such as a Preliminary Plan of Subdivision, stormwater analysis or traffic analysis. Additionally, this application qualifies for an Expedited Transit-Oriented Development (ETOD) review, as it is located within a transit district. This process speeds up the approval timeline, as a way of incentivizing developers to build within the County's TOD hubs.

The existing building is ten-stories high and was built in 1968. Though not formally listed on a Historic Register, the building is colloquially considered "historic" by many, as it was designed in the same style and by the same architect as the Kennedy Center for the Performing Arts. The applicant proposes to retain the façade of the building with two exceptions: the removal of a vestibule along Liberty Lane and the creation of an opening along Freedom Way for vehicles to enter the parking structure. The interior of the building would be completely renovated, allowing for 311-units along with amenities such as bike storage, a leasing and management office, a gym, a mailroom, a laundry room and various club rooms and lounges.

Parking is planned to be addressed through the conversion on the basement floor of the building into an underground parking garage. The applicant is proposing a total of 95-parkingspaces, 80 of which will be located underground and the remaining 15 are existing surface parking spaces located along the building's periphery. The applicant has also indicated the possibility of having spillover parking available to residents and guests at one of the other existing garages owned by the same owner and within UTC. The Prince George's Plaza TDOZ places a cap on the number of parking spaces in the area, due to its proximity to Metro. With the inclusion of these 90 units, the TDOZ area is still under the maximum number of parking spaces permitted.

Variance Requests

The applicant is not seeking any variances at this time.

Planning Committee Review

On April 18, 2017, the applicant met with the Hyattsville Planning Committee to present and discuss the subject property. Planning Committee members were supportive of the development, specifically lauding retention of the building façade and using this project to revitalize one of the City's more urban centers. Committee members were also excited about the proposed amenities and the possibility of this development as a catalyst for activating UTC into a more dynamic area. The minutes from that meeting are attached to this memo.

Staff Review and Recommendations

Staff have thoroughly reviewed the proposed development recommend support of the project. From a technical perspective, the proposed development meets all zoning and design standards set forth by Prince George's County. If done successfully, the transition should have little to no negative effects on the City or its residents. Staff is recommending the City Council's support for DSP-17005, with the following conditions:

- The applicant should consider a building name other than East-West Highway or modify the building street address to America Boulevard;
- Additional exterior lighting and signage denoting the building's primary pedestrian entrance at America Boulevard;
- The applicant shall incorporate additional way-finding parking signage for both private parking and public parking locations;
- Consistent with current operations within University Town Center, all at-grade parking/surface parking will be metered and administered by the City of Hyattsville.

The project is a creative reuse of a notable building that many recognize as being synonymous with Hyattsville. The proposed development takes into consideration the shift in the market away from commercial office space and replaces it with a more market driven solution. Staff is optimistic that the addition of several hundred residents into University Town Center will create positive demand for the existing and future businesses within UTC.

Next Steps

The proposed development is on the action agenda for the June 5, 2017 City Council meeting. Pending the decision of the Council, Staff will write a letter to M-NCPPC conveying the Council's position. The application will come before the Planning Board in late July, before the board recesses for the summer.

THE BERNSTEIN COMPANIES

EAST WEST HIGHWAY

UNITS | 3700 EAST WEST HIGHWAY | HYATTSVILLE MD

VARENHORST

230 North 21st Street
Philadelphia, PA 19103
215.940.0855
www.varenhorst.com

PRINCE GEORGE COUNTY PLANNING

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BELCREST

ADELPHI

PARKING DECK
OWNED BY THE
BERNSTEIN
COMPANY
2500 CARS

3700 EAST WEST
HIGHWAY

HIGHWAY 410

HIGHWAY 410

METRO STOP **M** 5 MILES FROM
3700 E-W HWY

BELCREST ROAD

QUEENS CHAPEL ROAD

135



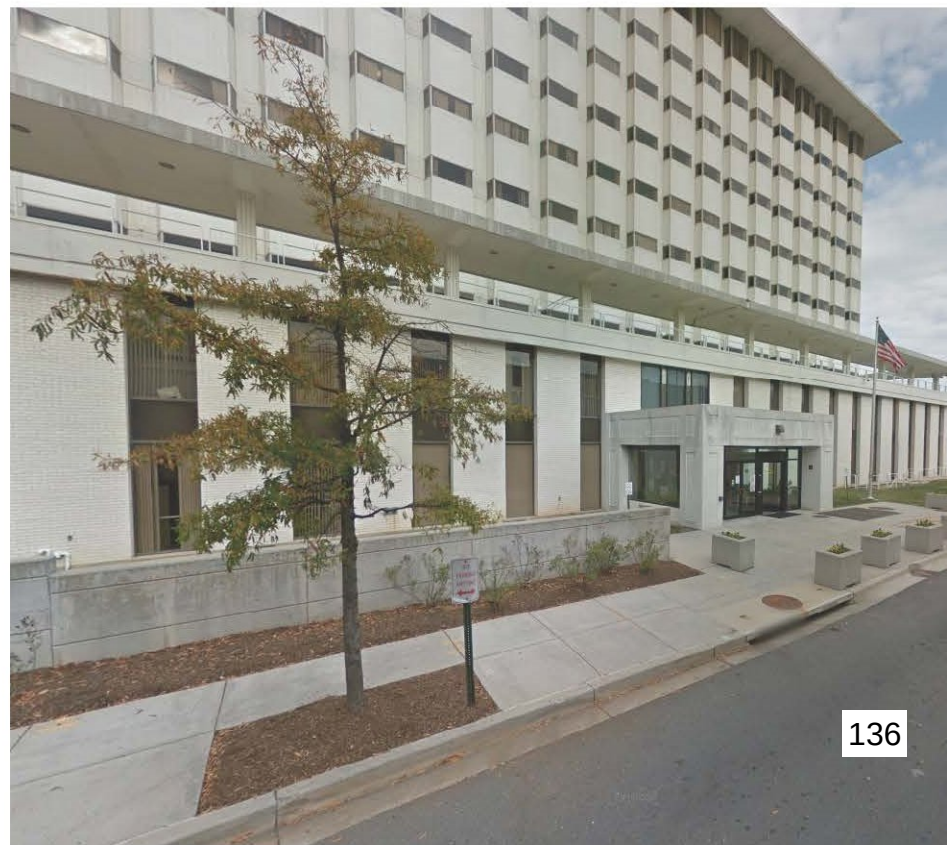
EAST FACADE | TO REMAIN



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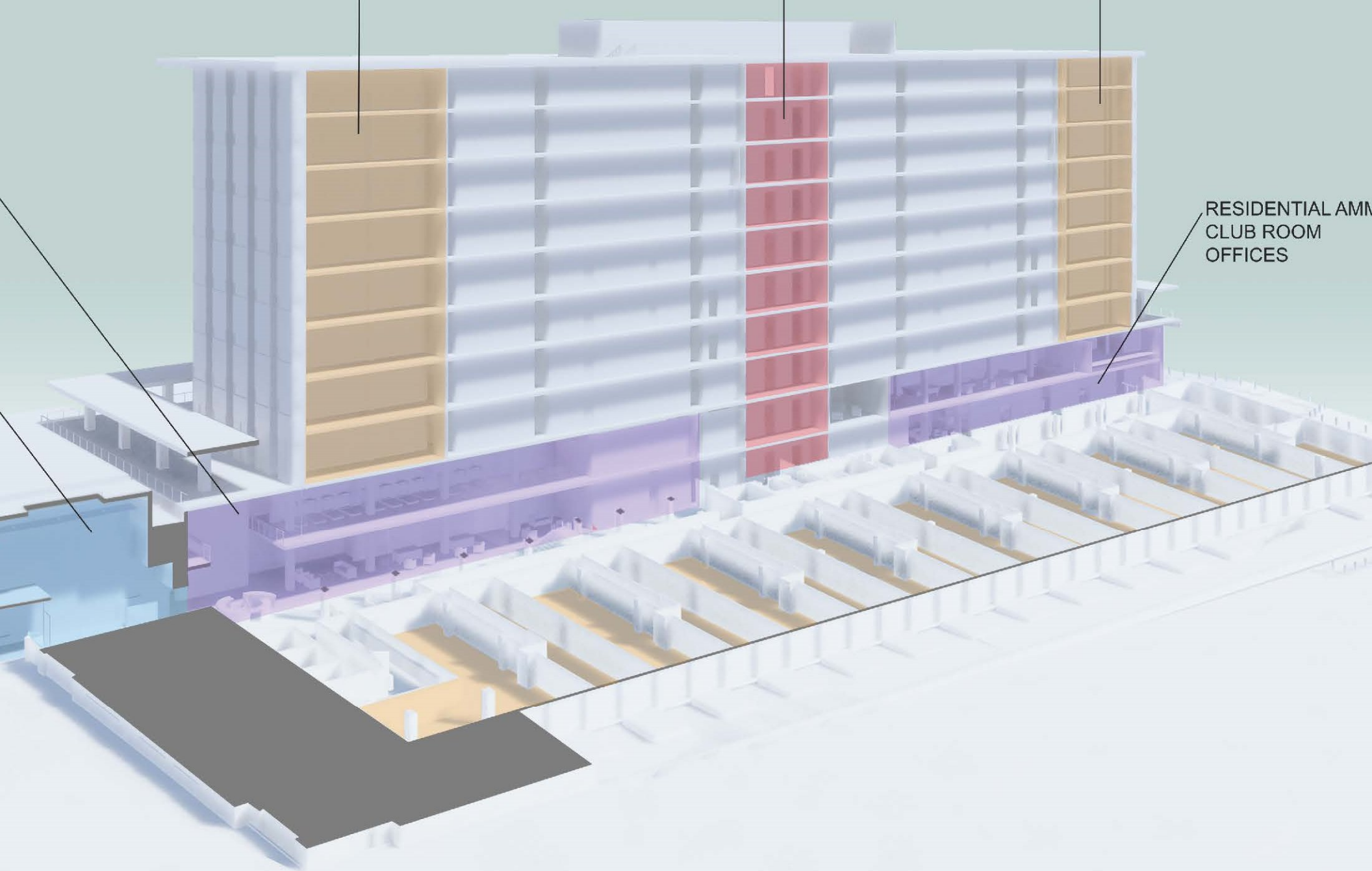


NORTH FACADE | ENTRY TO LOWER LEVEL PARKING



SOUTH FACADE | ENTRY VESTIBULE TO BE REMOVED





RESIDENTIAL AMM
CLUB ROOM
OFFICES

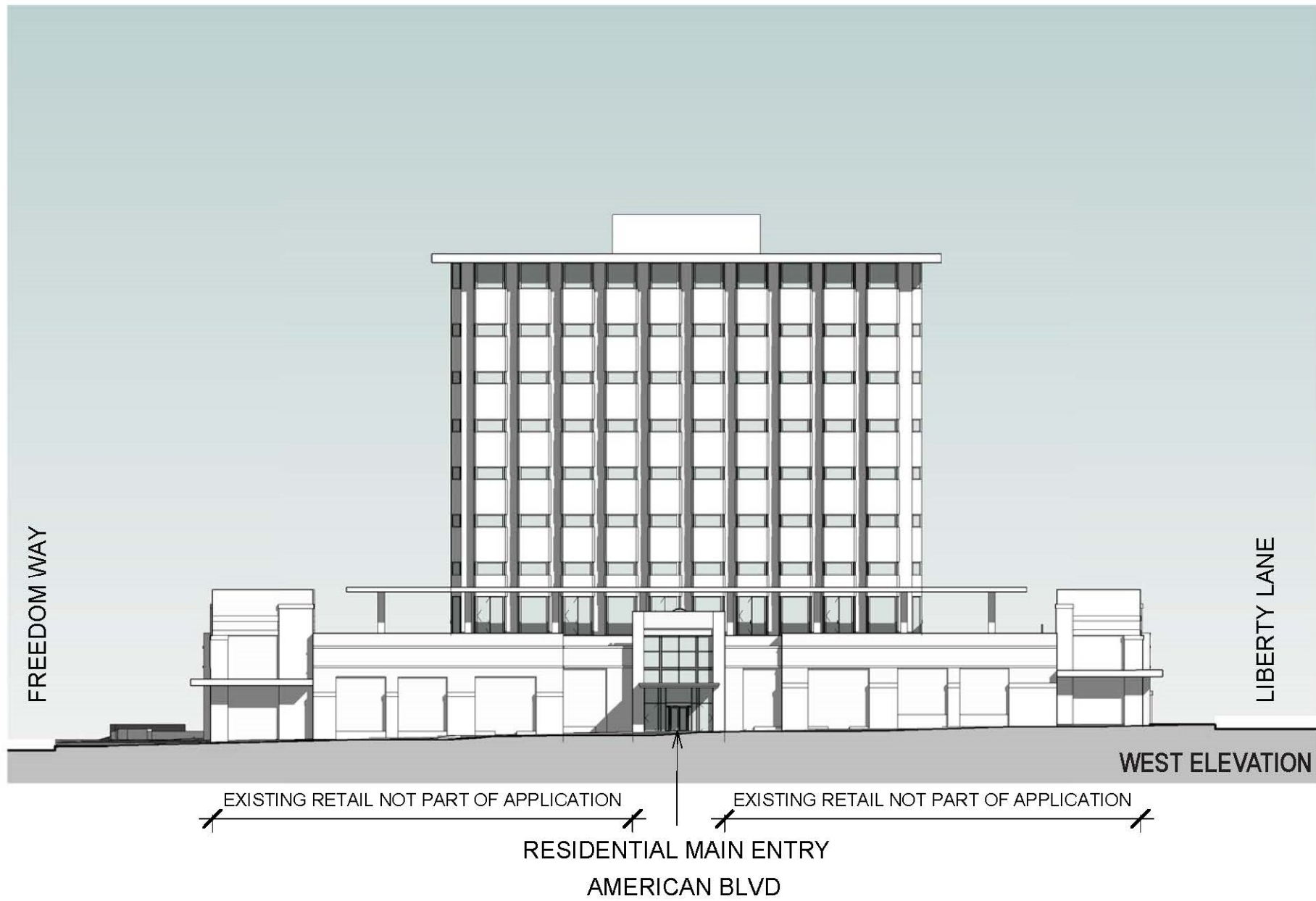


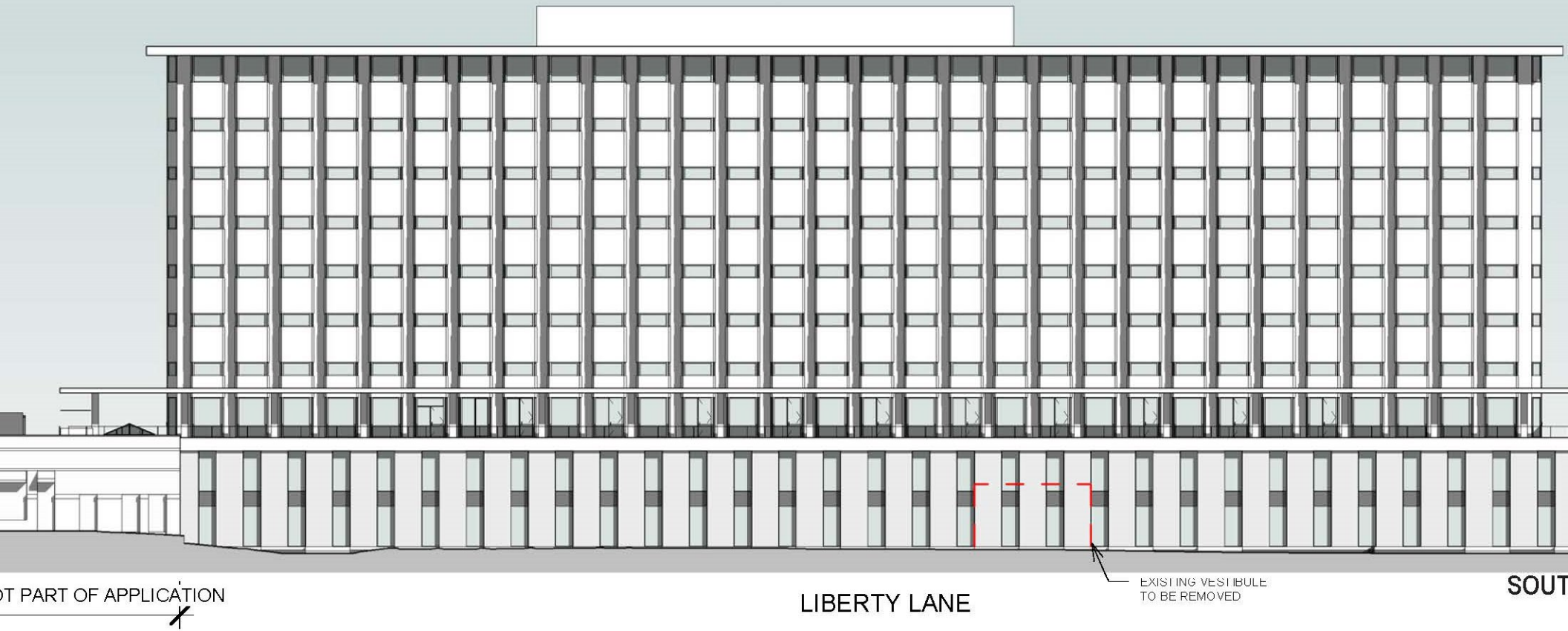
APARTMENT UNITS

PARKING

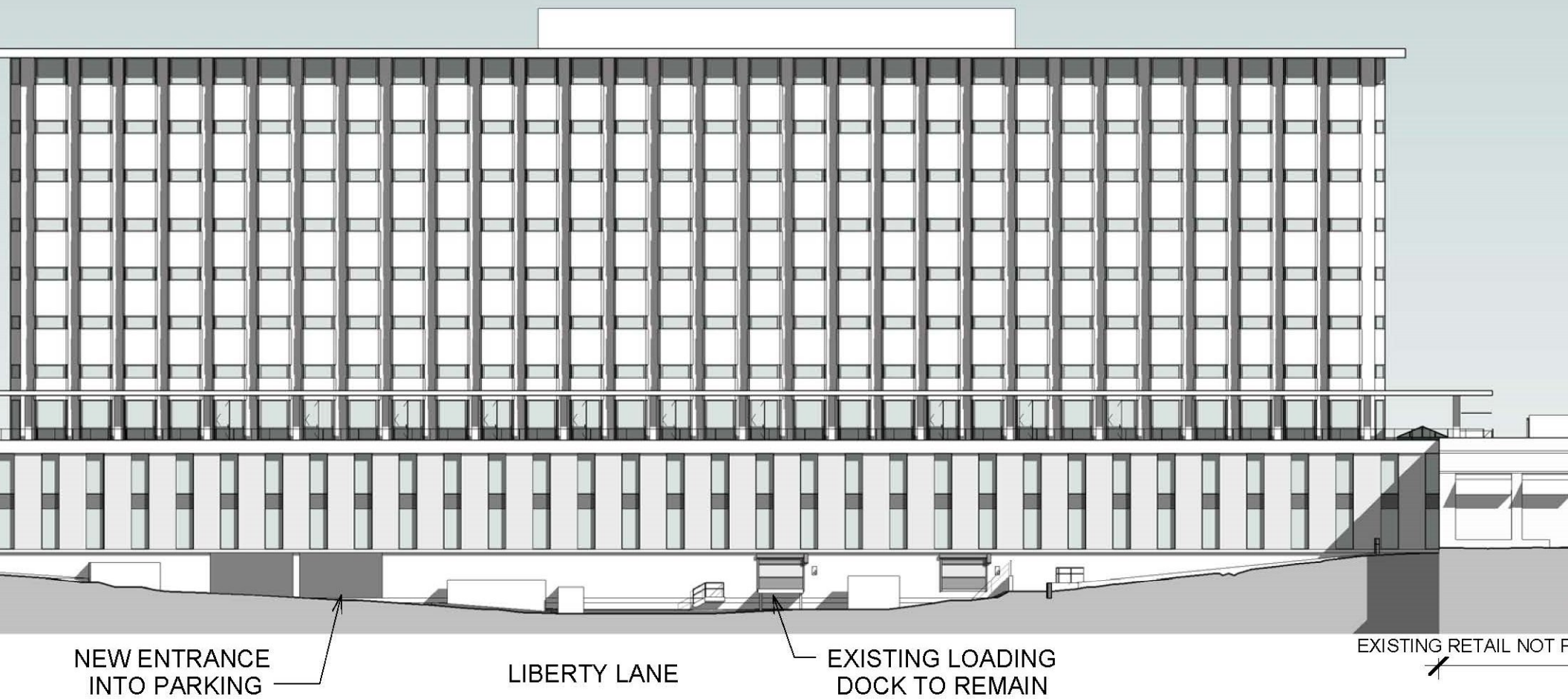
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23	7	0	30
23	7	0	30
23	7	0	30
23	7	0	30
23	7	0	30
23	7	0	30
23	7	0	30
18	17	1	36
16	17	1	34
218	90	2	310

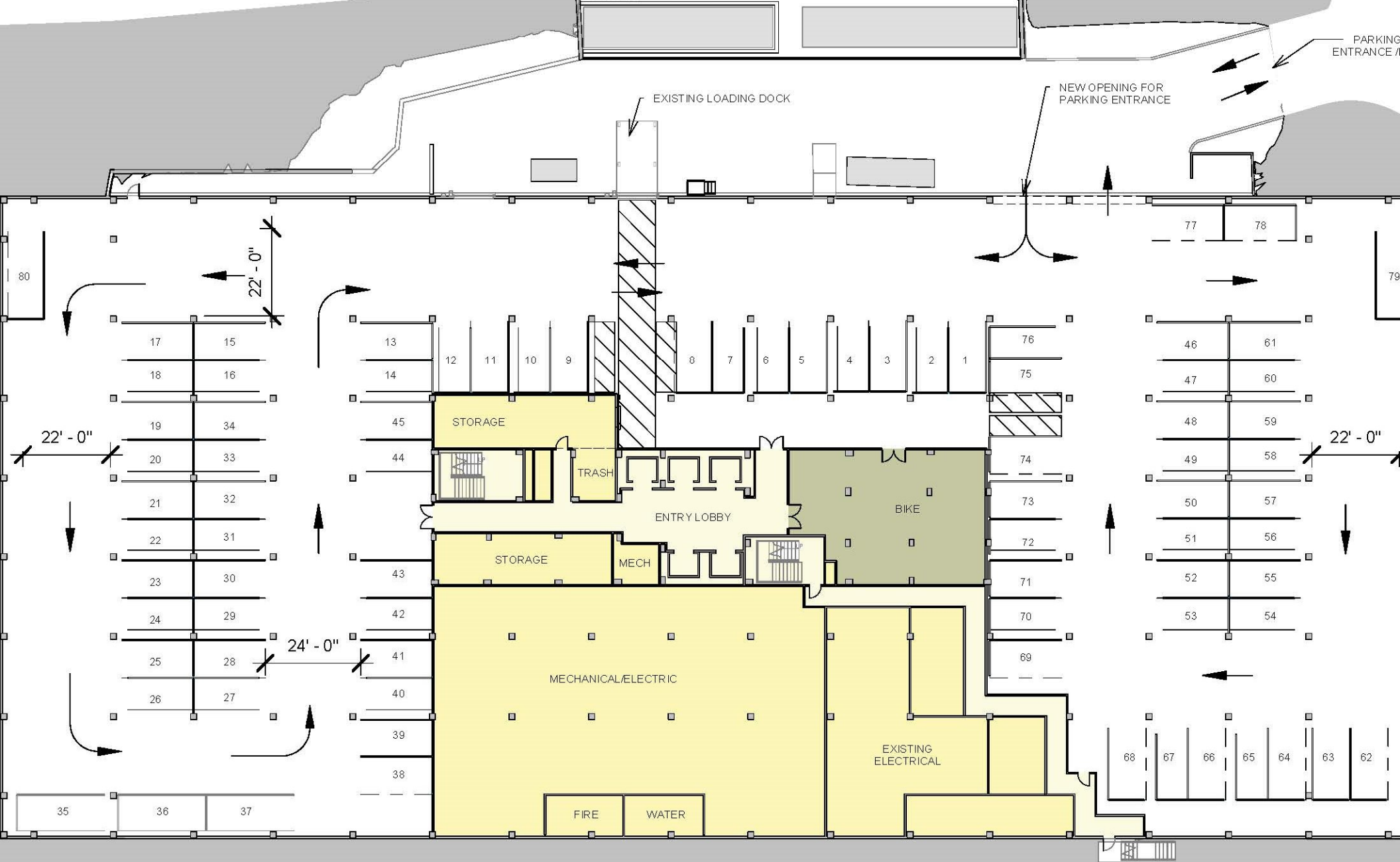
COMPACT	STANDARD
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33	
TOTAL	











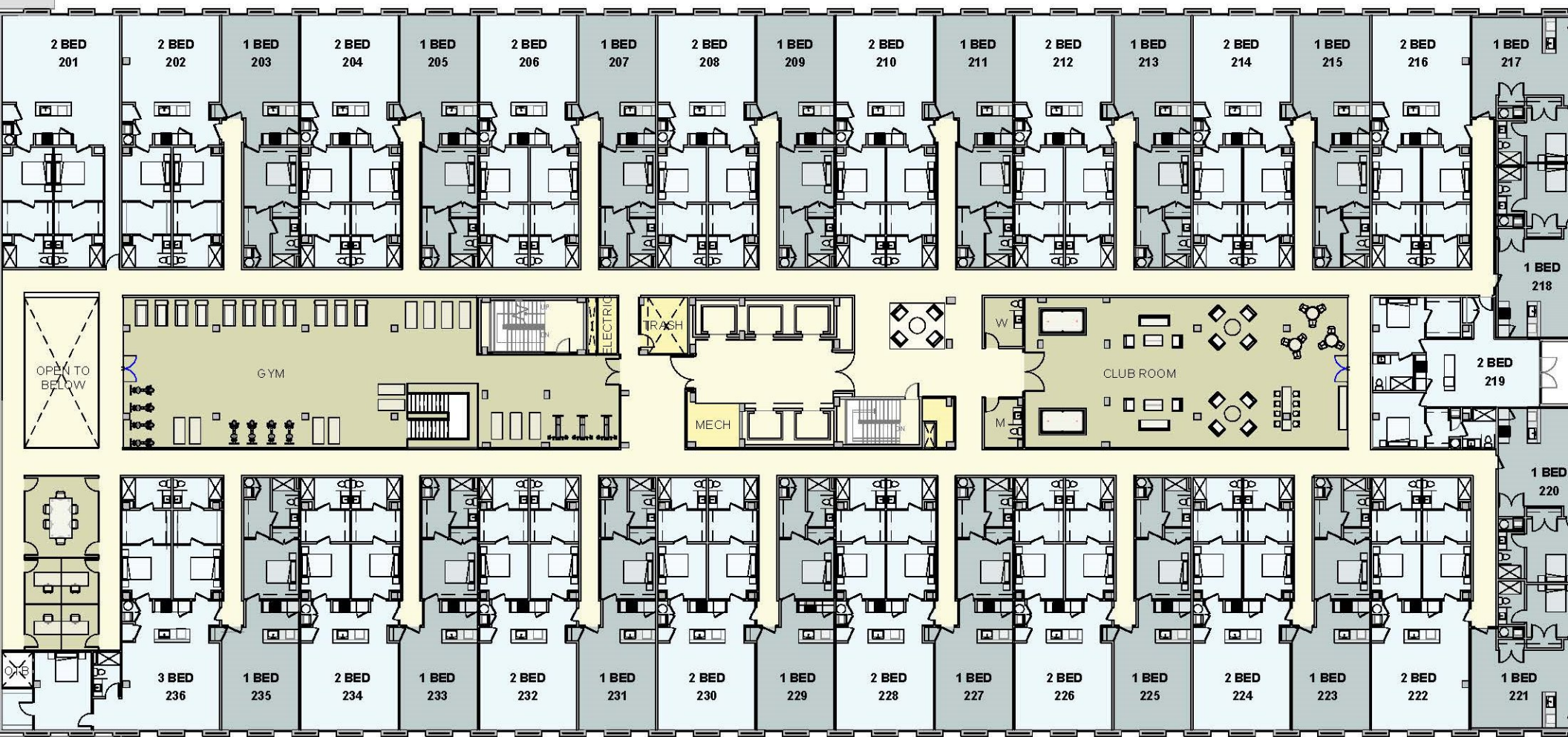
← PARKING

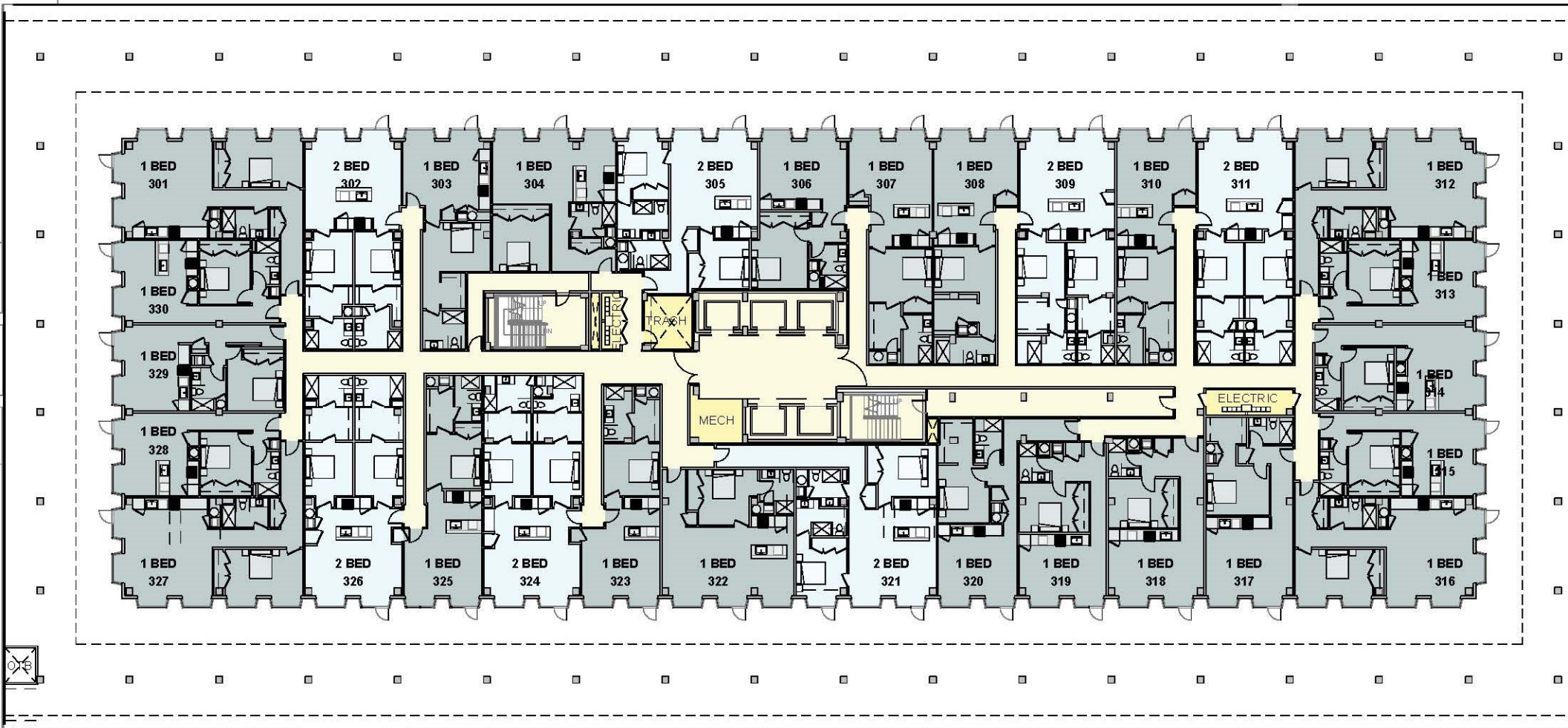


EXISTING VESTIBULE
TO BE REMOVED

LIBERTY LANE EAST

146







STATEMENT OF JUSTIFICATION
DSP-17005
Expedited Transit-Oriented Development
3700 East West

APPLICANT:	3700 Eastwest, LLC 3299 K Street NW Washington, DC 20007
OWNER:	Prince George Center II LP 6525 Belcrest Road, Suite 300 Hyattsville, MD 20782
ATTORNEY/ CORRESPONDENT:	Matthew C. Tedesco, Esq. McNamee, Hosea, Jernigan, Kim, Greenan & Lynch, P.A. 6411 Ivy Lane, Suite 200 Greenbelt, Maryland 20770 (301) 441-2420 Voice (301) 982-9450 Fax
CIVIL ENGINEER:	Bohler Engineering 16701 Melford Boulevard, Suite 310 Bowie, MD 20715 (301) 809-4500 Voice
REQUEST	Detailed Site Plan pursuant to Section 27-290.01, 27-290.02, and Part 3, Division 9, Subdivision 3 of the Zoning Ordinance to accommodate the conversion of an existing office building to multifamily residential apartments.

I. DESCRIPTION OF PROPERTY

1. Address – 3700 East West Highway, Hyattsville, MD 20782
2. Proposed Use – 311 Multifamily Residential Dwellings
3. Election District – 17
4. Parcel – Parcel R
5. Total Area – 2.87 acres

6. Record Plat - REP 209-54
7. Tax Map & Grid – 42/A-2
8. Location – Located on the north side of East West Highway, approximately 500 feet west of its intersection with Adelphi Road. More specifically, Parcel R is located in the northeast quadrant of the intersection of America Boulevard and Liberty Lane, within the University Town Center Development.
9. Zone – M-X-T/T-D-O.
10. WSSC 200 Sheet – 208 NE 03.
11. Archived 2002 General Plan Tier – Developed
12. Sustainable Growth Act, *Plan Prince George's 2035* – Tier 1

II. NATURE OF REQUEST

The applicant is requesting the approval of DSP-17005 to convert an existing office building built in 1968 to 311 multifamily residential apartments with structured parking.

Design Features

The existing building to be renovated is ten (10) stories high. Parking will be provided in the existing structured parking with additional available parking within the existing parking garage to the north of Parcel R. The proposed residential renovations are illustrated on the included Architectural Set (*see* Sheets 4 through 6 of 15).

The exterior of the existing building will be preserved as is, with the exception of two very minor modifications. The minor modifications to the building include the removal of an entry vestibule along the southern façade on Liberty Lane and creating an opening to the proposed parking structure on the north elevation (*see* Architecture Set, Sheet 3 of 22).

In addition, the applicant is proposing to introduce the following green building techniques, which will upgrade the buildings function and further reduce its carbon footprint:

- Adaptive reuse of the existing building;
- Bike Storage (Approximately 125 bikes);
- LED Lighting: Site and Building lighting will be replaced with LED fixtures;
- Variable Refrigerant Flow (VRF) Mechanical Systems: VRF systems have the lowest life cycle costs of any system on the market today;
- Materials and finishes will meet the LEED Certification criteria;
- Replacing single glazed windows with double glazed windows; and
- Adding insulation to roof.

The Applicant is also proposing an amenities package that includes the following:

- Bike Storage: Accessibly to only residence of the building, the secure bike storage room will hold approximately 125 bikes;
- Library: A quiet place for residents to work, socialize, or study. The Library will include comfortable furniture and work tables;
- Office: Rentable work space for the tenants living in the building, including four individual offices and a large conference room;
- Management Office: Onsite, 24 hour management located by the main residential entry;
- Leasing Office: An in-house leasing office provides potential tenants a place to meet with leasing agents and rent apartments;
- Mailroom: Each tenant will have a personal mailbox, and the building will have a digital package system, allowing tenants to pick up packages without needing a receptionist;
- Entry Lounge: The entry lounge is located by the main entry for tenants to use as they come and go from the building;
- Gym: The spacious gym for tenants to use will include cardio and weight equipment;
- Clubroom: The clubroom will be a comfortable, casual place for tenants to socialize. It will include, pool tables, televisions, and comfortable seating; and
- Laundry room (with commercial sized laundry machines): Laundry machines will be located on the second floor, in addition to the individual laundry machines provided in each apartment.

III. COMMUNITY

The subject property is located in Planning Area 68, and Councilmanic District 2. More specifically, the site is located on the north side of East West Highway, approximately 500 feet west of its intersection with Adelphi Road. The property is currently located in the Mixed Use-Transportation Oriented (M-X-T) Zone.

The subject property is surrounded by the following uses:

North: Commercial retail uses in the M-X-T/T-D-O Zone.

South: Liberty Lane and development on Parcel S that includes commercial/retail and medical uses in the M-X-T/T-D-O Zone, and beyond East West Highway.

East: Existing church in the R-55/T-D-O Zone.

West: Existing commercial, residential and office uses in the M-X-T/T-D-O and M-U-I/T-D-O Zones.

IV. SECTOR PLAN RECOMMENDATION

DSP-17005 is within the boundaries of the Prince George's Plaza Transit District Development Plan and Proposed Transit District Overlay Zoning Map Amendment (September 2015), and was placed in the Plan's Transit District Overlay Zone. However, due to the

development proposal meeting one of the specific exemptions listed, specifically E11 Alteration and Rehabilitation (Page 200), DSP-17005 is exempt from the Transit District Development Standards because the project does not increase the GFA by more than 15 percent or 5,000 square feet. Nevertheless, this detailed site plan is submitted to fulfill the requirements of development proposed in the M-X-T Zone within the University Town Center development.

V. CONFORMANCE WITH THE PURPOSES OF THE M-X-T-ZONE:

Section 27-542 provides the purposes of the M-X-T Zone.

(a) **The purposes of the M-X-T Zone are:**

- 1. To promote the orderly development and redevelopment of land in the vicinity of major interchanges, major intersection, and major transit stops, so that these areas will enhance the economic status of the County and provide an expanding source of desirable employment and living opportunities for its citizens;**
- 2. To conserve the value of land and buildings by maximizing the public and private development potential inherent in the location of the zone, which might otherwise become scattered throughout and outside the County, to its detriment;**
- 3. To promote the effective and optimum use of transit and other major transportation systems;**
- 4. To facilitate and encourage a twenty-four (24) hour environment to ensure continuing functioning of the project after workday hours through a maximum of activity, and the interaction between the uses and those who live, work in, or visit the area;**
- 5. To encourage diverse land uses which blend together harmoniously;**
- 6. To create dynamic, functional relationships among individual uses within a distinctive visual character and identity;**
- 7. To promote optimum land planning with greater efficiency through the use of economics of scale and savings in energy beyond the scope of single-purpose projects;**
- 8. To permit a flexible response to the market; and**
- 9. To allow freedom of architectural design in order to provide an opportunity and incentive to the developer to achieve excellence in physical, social, and economic planning.**

COMMENT: The applicant provides the following regarding the location of the site and its conformance with the purposes of the M-X-T Zone:

1. DSP-17005 is not only located in the M-X-T zone, it is within the Transit District Overlay (T-D-O) Zone. The Prince George's Plaza TDDP/TDOZMA states that "the purpose of the Transit District Standards is to shape the character of the built environment and fulfill the recommendations of the Prince George's Plaza Transit District Development Plan to create a walkable, mixed-use downtown." (Page 192). The subject property is located within the TDDP's Downtown Core Character Area, which is described as "the Transit District's central activity hub, with a mix of residential, retail, and office development framing lively walkable streets." (Page 67). The Prince George's Plaza Metro Station is located southwest of the property, across East West Highway. The intersection of three arterials (East West Highway, Adelphi Road and Queens Chapel Road) is located approximately 475 feet to the east of the property. The adaptive reuse of the existing building will enhance the economic status of the City and the County, and will generate tax revenue to support the regions' commercial and retail centers. Moreover, the adaptive reuse of a soon to be vacant office building into apartments will provide housing for the employment centers within this regional area that include NASA, USDA and the University of Maryland. Finally, the close proximity to Metro will attract residents who work in Washington, DC.
2. The adaptive reuse of Metro II as a residential building will conserve the value of the overall University Town Center community by converting the existing office building (which is or will be vacant) to multifamily residential dwellings, while maximizing the development potential of the subject property by blending diverse land uses together in a harmonious manner.
3. The proposed community will promote optimum uses of transit by providing additional residential uses within close proximity to the Prince George's Plaza Metro Station, and adjacent to other commercial/retail/employment/office and residential developments; thus, promoting the effective use of transit and other major transportation systems (i.e., East West Highway, Adelphi Road and Queens Chapel Road).
4. The proposed redevelopment to multifamily residential will facilitate a 24 hour environment because of the project's direct integration into the abutting developments. In addition, the applicant contends that the subject property's close proximity to other commercial/retail and office uses will encourage a 24 hour environment. Residential units will be appropriately sized for the Mixed-Use zoned properties.
5. The redevelopment of the subject property to multifamily residential will facilitate the concentration of development and mix of uses, which will reduce sprawl. Connections will be designed to facilitate access around and through the building, and connecting the abutting M-X-T development.
6. The visual character and identity of the project will be preserved through the minimal exterior alterations to the architecture of the existing building, entrance features, and integration into the surrounding Downtown Core development.

7. The number of proposed residential units will allow for economies of scale in the construction process and for the municipal services required to serve the residents. The total mixture of uses proposed within the overall University Town Center and vicinity will provide a mixture of residential options, commercial as well as employment opportunities and help reduce travel time due to the close proximity to mass transit and major intersections.

8. The project is and will be responsive to the existing and future market needs of county residents and to the goals of the county.

9. Although the applicant is proposing minimal exterior revisions to the existing office building, the adaptive reuse of the building into multifamily dwellings provides the project the opportunity to be compatible with an integral part of future and existing Downtown Core Character Area developments. It will also ensure that the aesthetic historic character of this building, which was designed by Edward Durrell Stone, is preserved. It is anticipated that the proposed use will increase the use of transit, minimize dependence upon automobile usage, and increase pedestrian and bicycle mobility. The reuse of the vacant office building will seek to achieve excellence in planning and design to ensure that the health, safety, and welfare of workers and residents in the region are improved. Finally, this application will continue to advance the goal to revitalize University Town Center into a vibrant and successful development.

VI. PRIOR APPROVALS

The existing office building was built in 1968. The conceptual site plan, CSP-00024 was adopted by the Planning Board on November 9, 2000 with 17 conditions of approval. A revision to CSP-00024 was adopted on December 6, 2001 with 2 conditions of approval. Preliminary Plan of Subdivision was adopted on April 25, 2002 with 11 conditions of approval. Throughout the prior approvals, the existing office building that is the subject of DSP-17005 was referred to as Metro II, and counted as 427,000 square feet of existing office. The following are the conditions of approval of the prior cases that are applicable for review with DSP-17005.

CONFORMANCE WITH CSP-00024

8. A Phase II Noise Study shall be submitted at time of Detailed Site Plan for any residential components to address noise mitigation in accordance with standards established in the TDDP.

COMMENT: The existing record plat for the subject property, REP 209-54, reflects a 65 dBA noise contour line. The location of this contour is well outside of the existing building envelope. Therefore, a Phase II Noise Study is not applicable to the review of DSP-17005.

14. All Detailed Site Plans shall be in conformance with TP-00002 or as amended in the future.

COMMENT: DSP-17005 is within the boundaries of the Prince George's Plaza Transit District Development Plan and Proposed Transit District Overlay Zoning Map Amendment (September 2015), and was placed in the Plan's Transit District Overlay Zone. However, due to the

development proposal meeting one of the specific exemptions listed, specifically E11 Alteration and Rehabilitation (Page 200), DSP-17005 is exempt from the Transit District Development Standards because the project does not increase the GFA by more than 15 percent or 5,000 square feet. This condition is not applicable to the review of DSP-17005.

15. For each Detailed Site Plan, the applicant, his heirs, successors, and/or assigns shall submit a parking demand analysis which reflects appropriate reduction for shared parking between the existing and proposed uses.
16. At the time of review of the first Detailed Site Plan, the applicant, his heirs, successors, and/or assigns shall submit a detailed on-site transportation study for the entire site of this Conceptual Site Plan, which shall include traffic projections for all access points and along major internal roadways.

COMMENT: DSP-17005 included a parking analysis entitled "University Town Center – Parcel R Parking Analysis" and a "Site Circulation Exhibit" both conducted by Lenhart Traffic Consulting, Inc. Conditions 15 and 16 have been addressed.

CONFORMANCE WITH CSP-00024-01

1. The alternative lighting fixture shall be allowed in Subareas 2 and 3 within the interior of the site which includes the Boulevard, Toledo Road, and any secondary roads within the boundaries of Belcrest Road, East-West Highway and Adelphi Road.

COMMENT: DSP-17005 does not propose any lighting fixtures. Therefore, this condition is not applicable.

2. All previous conditions approved by the District Council decision dated January 8, 2001, shall remain in full force and effect.

COMMENT: DSP-17005 is in conformance with all previous conditions approved by the District Council.

CONFORMANCE WITH 4-01092

6. Any redevelopment or new development on any parcel that is created as part of approval of this preliminary plan of subdivision shall be in accordance with the approved conceptual site plan (CSP-00024, or any revisions thereto) and its development scheme. Any development that exceeds the maximum surface parking allowed by the approved detailed site plans shall require submission of a new preliminary plan of subdivision and adequacy determination for the entire area by the Prince George's County Planning Board. With each detailed site plan, the applicant shall submit a parking schedule which demonstrates conformance with the approved total parking quantities indicated by the conceptual site plan.

COMMENT: As demonstrated in the parking analysis provided with this submittal package, the conversion from office to residential will result in the surplus parking supply of more than 1,000 spaces during the peak parking demand hours. Therefore, DSP-17005 proposed parking quantities are in conformance with the conceptual site plan.

VII. CONCLUSION

The applicant is requesting to convert the existing office building to multifamily residential apartments. Based on the foregoing, as well as the detailed site plan package filed in conjunction with this application, and all evidence that has or will be submitted into the record, the applicant respectfully requests the approval of DSP-17005. This application and the requests herein are responsive to Section 27-542 of the Zoning Ordinance and, as such, should be approved.

Respectfully submitted,

McNamee Hosea

By: 
Matthew C. Tedesco, Esq.

Date: May 18, 2017

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: June 5, 2017

Submitted by: Jim Chandler

Submitting Department: Community & Economic Development

Item Type: Planning & Development

Agenda Section: Discussion Items (10:10 p.m. - 11:10 p.m.)

SUBJECT

Montgomery Housing Partnership: Parkview Manor Apartments 15-Year Financial Analysis (15 minutes)

Motion

Discussion, Scheduled for Action on 7/17

Recommendation:

I move the City Council direct the City Attorney to draft an ordinance for the purpose of approving a 15-year City of Hyattsville tax abatement, not to exceed \$225,000, for the purpose of providing financial assistance for the renovation of 53-affordable housing units at Parkview Manor Apartments, 5034 38th Avenue, Hyattsville.

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

[Memo - MHP Financial Analysis 5.8.2017.docx](#)

[MHP 15 Year Tax Credit Request.pdf](#)

[PM - County Executive Signed Letter of Support \(2\).pdf](#)

[City of Hyattsville Presentation.ppt](#)

Summary Background:

Parkview Manor is a 53-unit apartment complex located in Ward 5 at 5040 38th Avenue. Montgomery Housing Partnership (MHP), an affordable housing developer based out of Montgomery County, is the owner of the property.

The current assessed value on the property is \$2.29 million, which equates to roughly \$14,427 in City property taxes annually.

MHP has requested the City Council consider a 15-year City tax credit to assist with the renovation of the residential property. MHP has requested a term of at least 15-years in order to coincide with the 15-year minimum term for affordability restrictions. It is MHP's intent to extend the affordability term for additional 25-years, for a total term of 40-years.

Based on the assumption detailed above and contained within the attached spreadsheet, Staff is projecting a cumulative tax revenue value of \$268,013 - \$342,787, which will generate a net cumulative value of \$43,013 - \$117,787, should the City Council elect to approve a 15-year tax credit term to not exceed \$225,000.

Next Steps:

The City Attorney will draft an ordinance for the City Council's consideration.

Fiscal Impact:

The City will consider a tax abatement of \$225,000 over a 15-year term.

City Administrator Comments:

TBD

Community Engagement:

The drafted ordinance will require the approval and adoption of the City Council.

Strategic Goals:

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

Action 2.4 – Provide economic development programming and projects to support and facilitate infill, revitalization, redevelopment and transit-oriented investment.

Legal Review Required?

Pending



Memo

To: Mayor and City Council

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

CC: Tracey Nicholson, City Administrator
Ron Brooks, City Treasurer

Date: May 8, 2017

Re: Parkview Manor PILOT

Attachments: Parkview Manor 15-Year Financial Analysis

The purpose of this memorandum is to provide the Mayor and Council with information regarding a request made by Montgomery Housing Partnership (MHP) for a payment in lieu of taxes (PILOT) to help finance the renovation of Parkview Manor Apartments. Parkview Manor is one of two low-income housing tax credit (LIHTC) properties within the City of Hyattsville; the other LIHTC property is Renaissance Square Artist Housing.

- Parkview Manor is a 53-unit apartment complex located in Ward 5 at 5040 38th Avenue. Montgomery Housing Partnership (MHP), an affordable housing developer based out of Montgomery County, is the owner of the property.
- The current assessed value on the property is \$2.29 million, which equates to roughly \$14,427 in City property taxes annually.
- MHP has requested the City Council consider a 15-year City tax credit to assist with the renovation of the residential property. MHP has requested a term of at least 15-years in order to coincide with the 15-year minimum term for affordability restrictions. It is MHP's intent to extend the affordability term for additional 25-years, for a total term of 40-years.
- Based on the assumption detailed above and contained within the attached spreadsheet, Staff is projecting a cumulative tax revenue value of \$268,013 - \$342,787, which will generate a net cumulative value of \$43,013 - \$117,787, should the City Council elect to approve a 15-year tax credit term to not exceed \$225,000.

About Affordable Housing

Low-Income Housing Tax Credits (LIHTC) is one of the primary tools used to finance regulated affordable housing. It is important to note the difference between regulated affordable housing and the broad term “affordable housing”. The commonly used term “affordable housing” is typically subjective and is market and quality of housing based. For non-regulated affordable housing, there is no Federal or State mandated regulation, as it simply describes housing perceived to be affordable. Housing could be deemed affordable due to a number of factors, including its size, conditions, neighborhood quality or its affordability in comparison to another area. For example, many of the homes and apartments in Hyattsville would be considered “affordable” by many, especially those accustomed to the rising housing prices in Washington DC and Montgomery County, however there is no mechanism in place that makes these units “affordable”- it is market driven and usually relative to a more expensive area.

Regulated affordable housing, on the other hand, has protections in place that mandates that prices stay within a predetermined range. The most common type of regulated affordable housing is low-income housing tax credits. These tax credits help finance the development or rehabilitation of an affordable housing community by offering tax breaks to companies that utilize them. With LIHTC properties, a percentage of units must be rent restricted and rented to tenants making a fraction of the area's median income (AMI). The number of rent restricted units, as well as the income limit will vary from development to development based on the type of tax credit and state and/or local regulations. If a developer provides more than the minimum number of affordable units, they will in turn receive a higher tax credit. LIHTC properties must stay regulated for a minimum of 15-years, with some retaining the requirements up to 30-years. LIHTC are administered at the federal level by the Department of Housing and Urban Development (HUD). Often there are additional state or local restrictions.

LIHTC affordable units can only be rented to households earning a percentage of the area median income. That percentage will vary from project to project, based on the type of tax credit being sought. Area median income indicates the average family income for an area, factoring in variables like the cost of living. AMI varies depending upon household size and what part of the city, state, or country, one is living in. For example, the AMI for Prince George's County is currently \$108,000. This is largely based on the quantity of high paying jobs and high cost of living associated with being the Washington DC area. Therefore, if a unit is restricted to someone making 50% AMI they would need to make less than \$54,000 per year in order to qualify. By contrast, AMI for Wicomico County, on the eastern shore of Maryland, is only \$59,000 per year. 50% AMI there would be \$29,500 annually.

Parkview Manor

Parkview Manor is a 53-unit apartment complex located in Ward 5 at 5040 38th Avenue. Montgomery Housing Partnership (MHP), an affordable housing developer based out of Montgomery County, is the owner of the property. Montgomery Housing Partnership currently operates 29 affordable housing communities in Montgomery and Prince George's counties.

The apartment complex is in need of significant renovations. Major changes necessary include: conversion of two units to meet Americans with Disabilities Act requirements; replacement of the plumbing system; repairs to the electrical wiring; new windows; new flooring; new bathroom appliances and fixtures; new kitchen cabinets and counters; replacement of kitchen appliances; new washers and dryers; and exterior repairs to the building and parking lots. The cost of these renovations is estimated to be just over \$67,000 per unit, for a total investment of over \$3.5 million into the complex. MHP has provided a full list of the necessary renovations, which is attached to this memo.

Units in Parkview Manor are structured so that 6 are set aside for residents making less than 30% AMI (\$32,400), 40 reserved for residents making less than 50% AMI (\$54,000) and 7 for residents making less than 60% AMI (\$64,800). After the renovation is complete, rents for residents qualifying with 60% AMI will be \$875/month for a one-bedroom unit, \$950/month for a two-bedroom unit and \$1,040/month for a two-bedroom townhouse. Rents for the 30% and 50% AMI groups would be lower to account for their lower income.

Payment in Lieu of Taxes

MHP has secured a significant portion of financing needed to renovate the apartment from State and County sources; however there is still a gap in their financing. MHP has approached the City, requesting a payment in lieu of taxes (PILOT) program to help close the gap.

Contrary to what the name implies, a payment in lieu of taxes program does not always involve an actual payment from one body to another. In this case, the agreement would be structured where the City could either reimburse paid taxes or forgive a percentage of the City taxes on the property so that the owner can use the funds that would have been used on taxes to reinvest back into the property.

The current assessed value on the property is \$2.46 million, which equates to roughly \$15,498 in City property taxes annually. MHP has requested a term of at least 15-years in order to coincide with the 15-year minimum term for affordability restrictions. It is MHP's intent to extend the affordability term for an additional 25-year, for a total term of 40-years.

Prince George's County

Prince George's County has committed to a 40-year Payment In Lieu of Taxes (PILOT) valued at approximately \$687,544. The PILOT is based on a 'County Tax Burden per Affordable Unit average. The current unit average assessment is \$364.77 and the PILOT applied is \$150/unit, which creates a Year 1 PILOT of \$11,383 with an annual projected increase of 2%. In addition to the PILOT, Prince George's County will be revising the terms of two existing County loans on the project. The capitalized interest for a \$596,500 HOME loan will be forgiven and deferred accrued interest for a \$234,700 County LIFT loan will be forgiven.

The final terms and conditions of the County's incentives will be subject to underwriting by the Prince George's County Department of Housing & Community Development and the approval of the Prince George's County Council.

Staff Analysis

Staff has provided a 15-year projection of City tax revenue based on a current assessed value of \$2,460,000. Staff has assumed a 2% annual increase in assessed value, based both on the County's projection and the performance of similar projects completed by Montgomery Housing Partnership. Staff has also included a second projection which assumes a minor 3.5% increase for three years immediately following sustentative project completion.

Based on the assumption detailed above and contained within the attached spreadsheet, Staff is projecting a cumulative tax revenue value of \$268,013 - \$342,787, which will generate a net cumulative value of \$43,013 - \$117,787, should the City Council elect to approve a 15-year tax credit term to not exceed \$225,000.

15-Year Value Projection				15-Year Value Projection			
Year	Assessed Value	Annual Property Tax Revenue	Cumulative Property Tax Revenue	Year	Assessed Value	Annual Property Tax Revenue	Cumulative Property Tax Revenue
1	2,460,000	15,498	15,498	1	2,460,000	15,498	15,498
2	2,509,200	15,808	31,306	2	2,509,200	15,808	31,306
3	2,559,384	16,124	47,430	3	2,597,022	16,361	47,667
4	2,610,572	16,447	63,877	4	2,687,918	16,934	64,601
5	2,662,783	16,776	80,652	5	3,628,689	22,861	87,462
6	2,716,039	17,111	97,763	6	3,701,263	23,318	110,780
7	2,770,360	17,453	115,217	7	3,775,288	23,784	134,564
8	2,825,767	17,802	133,019	8	3,850,794	24,260	158,824
9	2,882,282	18,158	151,177	9	3,927,810	24,745	183,569
10	2,939,928	18,522	169,699	10	4,006,366	25,240	208,809
11	2,998,726	18,892	188,591	11	4,086,493	25,745	234,554
12	3,058,701	19,270	207,861	12	4,168,223	26,260	260,814
13	3,119,875	19,655	227,516	13	4,251,587	26,785	287,599
14	3,182,272	20,048	247,564	14	4,336,619	27,321	314,920
15	3,245,918	20,449	268,013	15	4,423,352	27,867	342,787
Total			268,013	Total			342,787
Tax Credit Request			225,000	Tax Credit Request			225,000
Total Net Tax Revenue			43,013	Total Net Tax Revenue			117,787
2% based on County projected appraised value increase				2% based on County projected appraised value increase			
\$2,460,000 based on current assessed value				\$2,460,000 based on current assessed value			
				3.5% increase in Year 3, 4 & 5			



Rushern L. Baker, III
County Executive

PRINCE GEORGE'S COUNTY GOVERNMENT

OFFICE OF THE COUNTY EXECUTIVE

March 6, 2017

Ms. Stephanie Roodman
Montgomery Housing Partnership, Inc.
12200 Tech Road, Suite 250
Silver Spring, Maryland 20904

RE: Parkview Manor
Multi-family Residential Community
Hyattsville, Maryland

Dear Ms. Roodman:

Thank you for providing Prince George's County with information regarding Montgomery Housing Partnership, Inc. ("MHP") proposal to renovate the existing Parkview Manor Apartments, a 53 unit low to moderate income rental housing development (the "Property") located at 5034 38th Avenue, Hyattsville, MD. The subject property is a valuable asset to the affordable housing community in Prince George's County. As such, the County is supportive of the renovation of Parkview Manor, which will provide 100% of its units to residents at or below 60% of the Area Median Income ("AMI").

The County is excited about the economic opportunities offered to businesses and their employees as they continue to relocate to Prince George's County and recognize that now, more than ever, we must ensure the preservation of housing for families and individuals with incomes at or below 60% of AMI. I have been advised that the proposed development site is within a State Priority Funding Area and contributes to the development of affordable housing, as identified in the County's Consolidated Plan for Housing and Community Development (the "Consolidated Plan").

It is my understanding Parkview Manor is seeking a Payment in Lieu of Taxes ("PILOT") Agreement. The PILOT will require mandatory payments of approximately \$150 per unit, increasing by 2% each year. The PILOT will remain in effect for as long as the proposed project has an affordability regulatory agreement in place, which is anticipated to be at least 40 years.

Without the PILOT agreement, the estimated County property tax would be approximately \$364.77 per unit which adds up to \$19,332.86 for the entire community. When considering the financial effects of the PILOT, assuming a \$150 per unit payment for the 53 units as required under the PILOT, Prince George's County will be providing operational

Ms. Stephanie Roodman
Page 2
March 6, 2017

support in a beginning annual amount of \$214.77 per unit which totals \$11,382.86 each year. As shown in the attached schedule, it is anticipated that with a 2% increase in the tax burden each year, this equates to \$687,544 in deferred payment over the course of the estimated 40-year affordability period.

The County previously made two loans to the owner of the Property. These two loans will remain with the project. The loans are as follows: (i) Prince George's County HOME loan in the approximate amount of \$596,500 and (ii) Prince George's County LIFT loan in the approximate amount of \$234,700. The mortgages that secure these loans will be re-subordinated to the new first mortgage loan. In addition, the capitalized interest for the County HOME loan and deferred accrued interest for the County LIFT loan will be forgiven.

The County will consider your combined request for a PILOT and the waiver of HOME loan capitalized interest and LIFT loan deferred interest to be our local contribution to the project. Please note that final terms and conditions of an agreement will be subject to review and underwriting by the Prince George's County Department of Housing and Community Development and final approval by the Prince George's County Council.

This letter of support and agreement to provide a local contribution as described above is indicative of our support for this project and the great importance we place on providing quality, affordable housing for our citizens. We look forward to working with you as you move forward on this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rushern L. Baker, III', written in a cursive style.

Rushern L. Baker, III
County Executive

Enclosure

**PARKVIEW MANOR
PILOT CALCULATIONS
2% ESCALATING FACTOR**

Year	County Tax Burden per Affordable Unit (avg)	County Tax Burden for all Affordable Units	County PILOT per affordable unit	County PILOT for all Affordable Units	Annual Value of Deferred Tax	Cumulative Value of Deferred Tax
1	364.77	19,333	150.00	7,950	(11,383)	(11,383)
2	372.07	19,719	153.00	8,109	(11,610)	(22,993)
3	379.51	20,114	156.06	8,271	(11,843)	(34,836)
4	387.10	20,516	159.18	8,437	(12,080)	(46,915)
5	394.84	20,926	162.36	8,605	(12,321)	(59,237)
6	402.74	21,345	165.61	8,777	(12,568)	(71,804)
7	410.79	21,772	168.92	8,953	(12,819)	(84,623)
8	419.01	22,207	172.30	9,132	(13,075)	(97,698)
9	427.39	22,651	175.75	9,315	(13,337)	(111,035)
10	435.93	23,104	179.26	9,501	(13,604)	(124,639)
11	444.65	23,567	182.85	9,691	(13,876)	(138,514)
12	453.55	24,038	186.51	9,885	(14,153)	(152,667)
13	462.62	24,519	190.24	10,083	(14,436)	(167,103)
14	471.87	25,009	194.04	10,284	(14,725)	(181,828)
15	481.31	25,509	197.92	10,490	(15,019)	(196,848)
16	490.93	26,019	201.88	10,700	(15,320)	(212,167)
17	500.75	26,540	205.92	10,914	(15,626)	(227,794)
18	510.77	27,071	210.04	11,132	(15,939)	(243,732)
19	520.98	27,612	214.24	11,355	(16,257)	(259,990)
20	531.40	28,164	218.52	11,582	(16,583)	(276,572)
21	542.03	28,728	222.89	11,813	(16,914)	(293,487)
22	552.87	29,302	227.35	12,050	(17,253)	(310,739)
23	563.93	29,888	231.90	12,291	(17,598)	(328,337)
24	575.21	30,486	236.53	12,536	(17,950)	(346,286)
25	586.71	31,096	241.27	12,787	(18,309)	(364,595)
26	598.44	31,718	246.09	13,043	(18,675)	(383,270)
27	610.41	32,352	251.01	13,304	(19,048)	(402,318)
28	622.62	32,999	256.03	13,570	(19,429)	(421,747)
29	635.07	33,659	261.15	13,841	(19,818)	(441,565)
30	647.77	34,332	266.38	14,118	(20,214)	(461,779)
31	660.73	35,019	271.70	14,400	(20,618)	(482,397)
32	673.94	35,719	277.14	14,688	(21,031)	(503,428)
33	687.42	36,433	282.68	14,982	(21,451)	(524,879)
34	701.17	37,162	288.33	15,282	(21,880)	(546,760)
35	715.20	37,905	294.10	15,587	(22,318)	(569,078)
36	729.50	38,663	299.98	15,899	(22,764)	(591,842)
37	744.09	39,437	305.98	16,217	(23,220)	(615,062)
38	758.97	40,225	312.10	16,541	(23,684)	(638,746)
39	774.15	41,030	318.34	16,872	(24,158)	(662,903)
40	789.63	41,851	324.71	17,210	(24,641)	(687,544)
TOTAL		1,167,740		480,196		(687,544)



Our mission is to preserve and expand quality affordable housing.

We accomplish our mission through a holistic approach:

- **HOUSING PEOPLE.** MHP has more than 1,700 homes.
- **EMPOWERING FAMILIES.** We serve over 300 children and their families.
- **STRENGTHENING NEIGHBORHOODS.** Working to revitalize neighborhoods.



7610 MAPLE



- Acquired in 2008
- 8-Story Brick Building. Vacant and Abandoned 3 years
- Located in Takoma Park
- \$5.75 million Green Renovation
- 36 apartments, community center
- Reopened in October 2011
- Created 72 jobs

THE BONIFANT

- Mixed-income high-rise for seniors 62+
- 149 apartments next door to the new Silver Spring Library
- Retail on the 1st floor
- Walking distance to metro, grocery stores, shops, etc.
- Public-private partnership between MHP, The Donohoe Companies, and Montgomery County
- Financed with 4% LIHTCs, short term taxable bonds and a HUD insured loan as the takeout, tax credit equity, state and County funds, and a County PILOT



HALPINE HAMLET

- Mixed-income, 67 unit garden style walkup in Rockville with one and two bedrooms units on a 2.5 acre site
- \$3.5 million renovations included new high-efficiency HVAC units, bathrooms, kitchens, floors, (\$13.5 million TDC)
- Walking distance to Twinbrook metro, grocery stores, shops, theatres
- Financed with 4% LIHTCs and long term tax exempt bonds, tax credit equity, state and County funds, and a County PILOT

BEFORE



AFTER



Additional Halpine Hamlet Photos



"Play & Learn" Preschool

- 3-5 Year olds
- 3-4 days a week for 2 hours, am and pm



Homework Clubs

- Computer Labs
- Reading Specialists



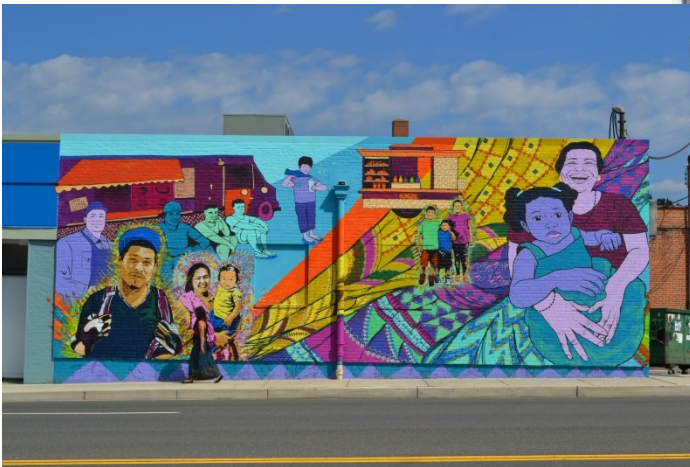
Summer Enrichment Program

- Field trips
- Literacy program
- Arts & crafts
- Health & Wellness
- Backpack Drive



Green Club

- Cleanups, Community Gardening and environmental Education



- Makes **physical improvements** to neighborhood property and infrastructure
- Conducts **outreach and organizing** to build community and develop leadership within neighborhoods
- Helps residents **identify issues, establish goals, and solve problems**
- Supports and organizes **local businesses** to increase their involvement and success in neighborhoods
- Provides **analysis and research** to inform the actions and strategies taken by neighborhood stakeholders.

VOLUNTEER ENGAGEMENT

MONTGOMERY HOUSING PARTNERSHIP
Housing People * Empowering Families * Strengthening Neighborhoods



Parkview Manor – Facts and Figures

- MHP took over the ownership in 2007
- PROPOSED SUBSTANTIAL RENOVATION TO INCLUDE
 - Enterprise Green Communities level of renovation
 - Energy star appliances, energy efficient lighting
 - \$3.5 million renovation
 - All new kitchens and baths, new HVAC systems
 - New electrical systems, plumbing, windows, and roof
 - Substantial façade renovation and landscaping
 - New handicap accessible community room and management office
 - New handicap accessible units
- FINANCING
 - All financing committed from State of Maryland including 4% tax credits and Rental Housing Works funds; tax credit syndicator committed; Waiting to hear about Federal Home Loan Bank funds at the beginning of May;
 - PILOT from Prince George's County approved by the County's DHCA and the County Executive; to go in front of the County Council at the end of May

- Parkview Manor – Facts and Figures (Continued)
- PROPOSED MENU OF RESIDENT SERVICES:
 - (i) Creation of a Resident Services Council run by tenants; (ii) Support Groups for Single Parent Households (currently 16); (iii) Counseling Services run by a non-profit; (iv) Free financial literacy and money management classes; (v) ESOL and leadership classes.
- TIMELINE FOR DEVELOPMENT:
 - Construction Start Fall 2017. Construction completion summer 2018.
 - Renovations to occur on a tiered basis. Tenants to move within building and into hotels for short 6 week stays
- WHY ARE WE HERE?
 - Request of the City Council: Tax relief from the City of Hyattsville taxes of \$15,000 per year for 15 years totaling approximately \$225,000

How will the proposed renovation positively effect the Parkview Manor tenants?

1. Green Renovation creates healthier homes. Less chance for mold in the bathrooms and kitchens. Introduction of fresh air.
2. Energy star appliances and lighting create lower energy bills for tenants leaving more money for food and other necessities
3. New bathrooms and more open kitchens creates better living environments
4. Resident services for tenants in general, and in particular single parents, means a more stable community
5. Community room and resident services help create strong networks within the building. People can rely more on each other and less on local resources. E.g. childcare
6. Two barrier free units and a new handicap accessible community center and management office create a useable facility for mobility impaired tenants

How will the proposed renovation positively effect the City of Hyattsville in general?

1. Affordable units, social services and informal relationships established through community programs will bolster family relationships helping people to stay in their homes and not in shelters.
2. After a renovation people take more pride in their home creating a more stable community
3. Keeping people in Parkview Manor means less movement of families and more predictability for children which is less of a drain on local resources
4. Resident services could be opened up to community members.
5. The community room could be a place for networking with other neighbors to talk about common issues such as trash, safety, and community building
6. Façade and landscaping improvements often spur renovation in other neighboring properties.
7. As the neighborhood gentrifies and rents rise, low and moderate income tenants must maintain a place in the community which will be Parkview Manor



Contact:

Artie Harris, Vice President of Real Estate
aharris@mhpartners.org; 301-812-4112

Stephanie Roodman, Senior Project Manager
sroodman@mhpartners.org; 301-812-4132

Website
www.MHPartners.org



Hyattsville City Council Agenda Item Report

Meeting Date: June 5, 2017

Submitted by: Jim Chandler

Submitting Department: Community & Economic Development

Item Type: Memorandum of Understanding

Agenda Section: Discussion Items (10:10 p.m. - 11:10 p.m.)

SUBJECT

Memorandum of Understanding between the City of Hyattsville and City of College Park for mBike Partnership (15 minutes)

Motion #

Discussion, Scheduled for Action on 7/17

Recommendation:

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

[Memo - Bikeshare Network - Final.doc](#)

[Amended bikeshare mou 1-9-2017 SMF.docx](#)

[Bikeshare_Agreement_and_MOU.pdf](#)

[College Park mBike Pricing Discounted.pdf](#)

Summary Background:

The City Council discussed the feasibility of implementing a bikeshare system during the February 2017 Council meeting. The two specific systems included Capital Bikeshare (CaBi) and mBike, which is an existing system based in the City of College Park. The memorandum from that discussion is included with this item.

Funding for both CaBi and mBike are included in the approved FY2018 City of Hyattsville Budget. The purpose of this discussion item is to specifically address mBike and determine whether the City Council would like to enter into a Memorandum of Understanding with the City of College Park to "piggy-back" on its existing agreement with Zagster, the operator of the mBike system. • The total cost for the system mBike is \$167,202 for 24-months with four stations & 40-bikes. College Park has verbally committed to providing the City of Hyattsville with \$92,000; the balance of the costs for the 24-month term is \$75,202 in capital costs. At the conclusion of the 24-month term, the City of Hyattsville can either extend with Zagster (the bike system operator) for an additional 36-month term at an estimated cost of \$207,000 or eliminate the program and transfer the vehicles, liability and maintenance to the University of Maryland.

Next Steps:

Provided this item is moved and approved on either June 5th or July 17th, Staff anticipates having the system operational by September 2017.

Fiscal Impact:

\$75,202 from the FY18 CIP

City Administrator Comments:

Funding has been included in the FY18 budget should the Council support moving forward.

Community Engagement:

The implementation of a bike share program within the City of Hyattsville, connecting major destinations and transportation links was one of the priority actions identified in the recently adopted 2017-2021, Community Sustainability Plan.

Strategic Goals:

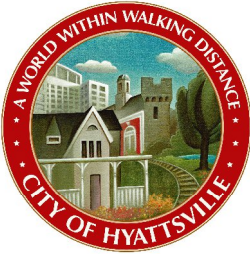
Goal 2: Ensure the Long-Term Economic Viability of the City

Action 2.2 – Invest and manage City infrastructure including streets, sidewalks and public facilities

Action 2.3 – Promote and invest in opportunities for alternative transportation methods to support multi-modal connectivity throughout the City.

Legal Review Required?

Pending



Memo

To: Mayor and City Council
CC: Tracey Nicholson, City Administrator
From: Jim Chandler, Assistant City Administrator
Date: January 26, 2017
Re: FY2018 Council Priority – Bikeshare Network

The purpose of this memorandum is to provide the City Council with Staff feedback regarding the FY2018 Budget Priority Bikeshare, systems within the City of Hyattsville, submitted by Mayor Candace Hollingsworth and discussed at the January 18, 2017.

In addition to the City Council's adopted 2016 Legislative Priority, the request was submitted by Mayor Hollingsworth as a FY2018 Council Budget Priority. It is the intent of this memorandum to respond to both the Legislative Priority and Budget request with substantive information for the City Council to consider.

Background Summary

The City's adopted 2016 Legislative Priorities included the implementation of a Bikeshare system, a network of shared bicycles that are docked within an established geographic network. Over the past several months, City staff has evaluated opportunities to join an established Bikeshare network system and the purpose of this memorandum is to brief the City Council on the timing, scope, costs and options for implementing Bikeshare in the community.

In July 2016, a Bikeshare report was published as a joint effort commissioned by ATHA, the City of Greenbelt and M-NCPPC, the purpose of which was to identify the feasibility of implementing a Bikeshare system in Prince George's County. The study scope included Capital Bikeshare and

mBike, both of which are current systems/operating models located within the region, identification of a preferred system, topography, market conditions, phasing and costs. The report concluded with a recommendation for the County to expand upon the existing Capital Bikeshare (CaBi) system and provided revenue, costs, phasing and other related information. The report recommendations propose Hyattsville be included in the first phase of system roll out, with 8-stations in Hyattsville, resulting in stations being located approximately ½ mile from each other.

Capital Bikeshare

Established in 2010, Capital Bikeshare (CaBi) is a public-private bicycle sharing system comprised of 429 stations that services Washington DC, Arlington County, the City of Alexandria, Fairfax County, VA. and Montgomery County, MD. The system is the second largest bicycle sharing system in the United States, second only to New York City's CitiBike system, which launched in 2013.

The CaBi system experienced a temporary setback in 2014, as the bicycle manufacturer, Montreal-based Public Bike System Co., went bankrupt and was later purchased by a new firm. In 2015 the CaBi system resumed expansion with its 400th station and more recently included an expansion into Reston and Tysons Corner, Virginia.

The CaBi system permits customers to join via a monthly/annual membership or the ability to pay for a rental with a credit card at the docking station. Riders are provided with a complimentary 30-minutes and then incur a fee for each additional 30-minute session, which ranges from \$1.50 - \$8.00 based on market demand. The system is a shared asset among the participating government entities with capital and operational costs financed through a combination of membership fees, user fees and sponsorship from participating government agencies.

mBike (Zagster)

In 2012, the City of College Park received a \$375,000 grant from the Maryland Department of Transportation to cover most of the costs for eight Capital Bikeshare stations in the City, which were scheduled to be operational by 2013. The City also received \$250,000 in grant funds from Prince George's County to assist with the cost of the system. As the City was scheduled to launch its program, CaBi's bicycle manufacturer went bankrupt, making it necessary for the City to pursue another bikesharing system.

In 2015, the City of College Park committed to a 36-month agreement with bikesharing firm Zagster, a system that unlike CaBi, is not reliant on docking stations, with the technology built into the bike. Members can use the technology on the bike to lock it up anywhere, meaning they don't necessarily need to return the bike to a station. Zagster is predominantly focused within university campus settings, though it is also now being utilized in communities including Fort Wayne (IN), Albuquerque (NM) and Lakeland (FL).

The system was branded as mBike and launched in Summer 2016. According to the City of College Park, with exception to some minor adjustments to the maintenance/rebalancing, the system has operated smoothly and is well utilized with 260 memberships, 1,000 daily memberships and a total of 16,500 trips. The City of College Park has approved the "piggy-back" agreement for municipal partners to expand the system. Unlike CaBi, the Zagster system is purchased and an owned asset. The life-cycle of the bikes is 36-months and are replaced at the end of the 36-month schedule. The City of College Park and University of Maryland (UMD) have an agreement whereby should the City of College Park not renew its agreement with Zagster, the system would be donated to, and operated by, UMD.

Factors for Consideration

Capital Bikeshare (CaBi)

- Prince George's County DPW&T is including in its FY2018 Capital Budget requests funds to complete Phase I & IA of the Capital Bikeshare system in Spring 2018, with station locations being selected as soon as Summer 2017.
- CaBi annual operating and maintenance (O&M) costs will vary depending on station size so for preliminary budgeting purposes, we will use a 15-dock station (an average between 11 dock and 19 dock). Annual O&M costs for a 15-dock station = \$17,310.60.
- The study proposes 8-stations in Hyattsville, resulting in stations being located approximately ½ mile of each other.
- Annual O&M CaBi stations in Hyattsville are estimated to cost approximately \$138,484.80. The financial model is likely to require some municipal partnering financing at covering a percentage of the annual O&M. I anticipate the Municipal O&M contribution to be between 15% - 20% of local operating costs, which for the City of Hyattsville would be approximately \$27,696.80.
- Should the Budget Priority be adopted by the City Council, the Director is recommending funding through the FY2018 Operating Budget, with consideration to fund from the Special Revenue – Parking Fund. Department of Community & Economic Development staff will be assigned as the municipal project lead to coordinate implementation with County DPW&T for FY2018.

mBike (Zagster)

- The total cost for the system is \$167,202 for a turn-key system, based on a term of 24-months with four stations & 40-bikes.
- The City of College Park has verbally committed to providing the City of Hyattsville with \$92,000; the balance of the costs for the 24-month term is \$75,202 in capital costs.
- At the conclusion of the 24-month term, the City of Hyattsville would have the opportunity to either extended with Zagster (the bike system operator) for an additional

36-month term at an estimated cost of \$207,000 or eliminate the program and transfer the vehicles, liability and maintenance to the University of Maryland.

- Should the Budget Priority be adopted by the City Council, the Director is recommending funding through the FY2018 – FY2022 Capital Improvement Plan.
- Department of Community & Economic Development staff will be assigned as the project lead to coordinate implementation for FY2018.

Recommendation

The Department of Community & Economic Development has the staffing capacity to support the planning and implementation of both Capital Bikeshare (CaBi) and mBike systems during FY2018. If the City Council chooses to move forward with participating in mBike as an additional supplement or gap approach to the County funded Capital Bikeshare system, it will be necessary to assess the utilization and feasibility of funding a two-system Bikesharing network as the 24-month mBike system concludes and decisions are made by the University of Maryland and the City of College Park as to whether they will retain or abandon the mBike system.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), is effective this _____ day of _____, 2017, between the University of Maryland, (hereinafter the “University”) and the City of College Park (hereinafter the “City”), and _____ (hereinafter “Participant”) referred to herein collectively as “the Parties”.

WHEREAS, the City and the University each applied for and were granted Bikeshare program funding from the State of Maryland Department of Transportation (“Department”); and

WHEREAS, the City and the University each endorsed a Bikesharing Grant Project Agreement with the Department; and

WHEREAS, the funding received by the Parties, plus other sources, allowed the City and University to enter into a contract (“Contract”) with Zagster, Inc. (“Contractor”) on February 3, 2016, to install a bikeshare system (hereinafter “mBike System”) with seven (7) University bikeshare station locations and seven City (7) bikeshare station locations, together with 125 associated bicycles and maintenance and operations services (“Initial Launch”) for a period of three years; and

WHEREAS, the University and City recognized it was desirable to include an option for station locations and bicycles in addition to those included in the Initial Launch, subject to funding for installation and operation; and

WHEREAS, the Participant has requested that an additional station be added to the mBike System under the Contract, with the cost of installation and maintenance to be paid by Participant; and

WHEREAS, the City and the University have determined that, to maximize the benefits of their respective grants and to achieve their respective bikeshare program goals, it is appropriate to expand the mBike System to include the station requested by Participant and to reach agreement with respect to the terms and conditions of such expansion; and

WHEREAS, the Parties have reached an agreement with respect to the requested expansion, as set out in this MOU.

NOW, THEREFORE, the Parties in consideration of the promises exchanged herein, the receipt and sufficiency of which are mutually acknowledged, agree as follows;

1. The recitals set forth above as well as the foregoing “NOW, THEREFORE,” are incorporated herein as operative provisions of the MOU.
2. The initial term of this MOU commences on the Effective Date and, unless terminated earlier in accordance herewith, shall continue until May 3, 2019, three (3) years from the mBike Initial Launch Date of May 4, 2016 (“Contract Term”). The Initial Launch Date is the date on which the City/University Bikeshare System fourteen locations and 125 associated bicycles were installed and operational.
3. The Parties agree that this MOU applies to the bikeshare stations included in the Initial Launch and associated bicycles and maintenance and operations services, and in addition to any additional bikeshare stations (“Additional Locations”) and bicycles (“Additional Bicycles”) added by the Parties and other participants that may join the mBike System with consent of the City and the University. The Additional Location and Additional Bicycles to be

added by Participant are more particularly described on attached Exhibit A.

Additional Locations and Additional Bicycles may be added to the Project by the University or the City, or with their consent, by Participant, subject to funding by the party of installation and operations.

4. The City and the University have agreed with the Contractor to install the Initial Launch, and maintain the said bikeshare station locations and bicycles through May 3, 2019, together with any Additional Locations and Additional Bicycles included during that period. The Participant shall bear the cost of the one-time fee for any Additional Locations and Additional Bicycles installed at its request, which shall be payable to the Contractor based on the per unit pricing stated in the Contract. Once installed and operational, any Additional Locations and Additional Bicycles become part of the mBike System, to be administered by the City and the University and maintained under the terms of the Contract. The costs to be charged to a Participant for Additional Locations and Bicycles, and for membership and other fees, shall be the same as those charged under the Contract to the City and the University.
5. Participant shall participate in the mBike System through its Additional Location and Additional Bicycles for the entire period between the effective date of this MOU and the end of the Contract Term. Any such station or bicycles shall become a part of, and be owned by, the City and University, operating as the mBike System.

**Additional wording for local governments participating through grant funding:

Provided, however, that any local government Participant funding the Additional Location and/or Additional Bicycles through a grant may retain ownership of the Additional Locations and Additional Bicycles at the end of the Contract Term if the grant terms so require.

6. The City and University have developed a joint project name, logo, color scheme and other branding specifications for use with the mBike System. Any Additional Locations and Addition Bicycles shall conform to the branding specifications as adopted and amended by the City and University. With consent of the City and the University, a local government may install of a municipal logo on the Additional Locations and Bicycles that it provides for use in the mBike System, so long as this installation does not interfere or conflict with other brand specifications.
7. The Participant agrees to comply with the applicable terms of the Contract, which are incorporated herein by reference, and with the administrative requirements of the City and University in the maintenance and operation of the mBike System.
8. The City and University shall administer the mBike System on behalf of the Participant.
9. The Parties anticipate that the Project will generate revenues from subscription and user fees and from advertising and sponsorship fees. Subscription fees are those fees paid by subscribers to the mBike System. Usage fees are the fees attributable to bicycles rented, or trips initiated from stations, in the mBike System. Sponsorship fees are the fees attributable to

payments by sponsors for the opportunity to add their logo to a bikeshare station location signage and/or to the basket on each sponsored bicycle. The Parties agree that any subscription and user fees, and any revenue from advertising, regardless of the source, will be retained by the City and University for the Contract Term, in consideration of the administration of the mBike System by the City and University.

10. The Parties agree to cooperate in publicizing the Program.
11. Subject to and without waiving common law and other governmental immunities and the provisions §5-301 et seq., Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, each Party agrees to indemnify, save harmless and defend the other parties from and against any and all claims, demands, suits, liabilities, losses, damages, judgments, and payments including attorney fees claimed or made by persons not party to this MOU which may in any way accrue against the other parties as a result of the negligent or intentional acts of a Party, its agents, servants, officials and employees.
12. The terms and conditions of this MOU shall be governed by the laws of the State of Maryland and Prince George's County, Maryland, without regard to any conflict of laws provisions.
13. The Parties shall not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, physical or mental disability, marital status, sex, sexual orientation, gender identity, genetic information,

political affiliation, physical characteristic or other unlawful basis of discrimination.

14. Failure of either party to enforce any provision or terms of this MOU shall not be deemed a waiver of said provision and terms.
15. No changes, modifications or amendments shall be effective for any purpose without prior written approval of the Parties.
16. Notwithstanding anything to the contrary herein, this MOU may be terminated upon the breach by either party of any of the terms of this MOU. In such event, the non-breaching party may terminate this MOU immediately. This provision shall not limit either party in exercising any other rights or remedies it may have.
17. In the event that any provision of this MOU shall be held invalid or not enforceable by any Court of competent jurisdiction, such provision shall not invalidate or render unenforceable any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST: CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Scott Somers, City Manager

WITNESS: UNIVERSITY OF MARYLAND, COLLEGE PARK

_____ By: _____

Name:

Title:

WITNESS:

PARTICIPANT

_____ By: _____

Name:

Title:

APPROVED AS TO LEGAL SUFFICIENCY:

Suellen M. Ferguson
City Attorney



Bikeshare System Agreement

This Bikeshare System Agreement, including all schedules, exhibits and attachments hereto (this "Agreement"), is made as of the 3rd day of February, 2016 (the "Execution Date"), by and between the City of College Park ("City"), 4500 Knox Road, College Park, MD 20740 and Zagster, Inc. situated at 24 Thorndike Street, Suite 2, Cambridge, MA 02141 ("Zagster").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Right to Purchase Zagster Bicycles; Zagster Services; Relationship of the Parties.

a. Right to purchase Zagster Bicycles. During the Term, Zagster will sell to City the number of bicycles ("Zagster Bicycles") ordered by the City and set forth in an Order Form, which Zagster Bicycles will be installed by Zagster at the Locations set forth in the Launch Notification Form on payment of the One Time Fees and Total Unit Price described in Schedule A, in order to create a bikeshare system. The City is responsible at its cost for providing the concrete pads necessary for installation, and any electrical connections installed under Schedule B, Section 1(c). The City may purchase additional Zagster Bicycles and Station set-up and parking spaces, for the unit price and one time fees, respectively, as described in Schedule A, during the term by placing an additional order via an Order Form mutually agreed to by the parties. Payment terms are described in Section 2 below and in Schedule A. Title to the Zagster Bicycles will transfer to City upon delivery to the Locations; provided, that Zagster retains a purchase money security interest in the Zagster Bicycles until full payment of the purchase price has been received by Zagster. Further, City will allow Zagster to install the Zagster Bicycles at the Locations to enable Zagster to provide the Zagster Services.

b. Zagster Services. Subject to the terms and conditions of this Agreement, (i) Zagster, in consideration for the Total One Time Fees, and Total Unit Price as described in Schedule A, agrees to provide to City the Zagster Services (as defined and set forth in Schedule A) and (ii) City agrees to purchase the Zagster Services from Zagster. In addition to the Zagster Services to be provided by Zagster in accordance with this Agreement, if requested by City, and to the extent that City and Zagster may mutually agree, Zagster shall provide additional services to City ("Additional Services"). The scope of any such Additional Services, as well as the costs and other terms and conditions applicable to such Additional Services, shall be mutually agreed by City and Zagster and shall be reflected in amendments or additions to the Schedules. It is understood and agreed that any decision to procure any such Additional Services shall be made by City in its sole discretion.

c. Relationship. The relationship of the parties to this Agreement is solely that of independent contractors. Neither party shall have any authority to contract with third parties on behalf of the other party or to expressly or impliedly represent that it has any such authority, to any person. All individuals employed by Zagster who provide personal services to City are not public employees.

d. Effective date. The parties recognize that the City and the University of Maryland, College Park ("University") are working in concert to create the bikeshare system, and that Locations will be situated on University property and on City public property or private property for which the City has obtained consent. Rights and obligations with respect to the bikeshare system are to be shared by the City and University in conformance with a Memorandum of Understanding, which is attached hereto as Schedule C and incorporated herein by reference. This Agreement will not take effect unless and until Zagster

reaches agreement with the University of Maryland for provision of Zagster Bicycles and Services, the date by which both agreements are signed is referred to as the "Effective Date".

2. Payment Terms.

a. The One Time Fees and Total Unit Price (as defined and set forth in Schedule A), which include, without limitation, all installations and costs and expenses incurred by Zagster for employees, equipment, facilities and other items in connection with the performance of the Zagster Services, shall be due and payable in accordance with Schedule A. Any other fees, including for additional Zagster Bicycles, stations or parking spaces, payable to Zagster hereunder are due within thirty (30) days from the receipt by City of Zagster's invoice(s). The parties recognize that the responsibility for payment of the One Time Fees and Total Unit Price referenced in Schedule A is divided equally between the City and the University. Each invoice issued will reflect this division. If City fails to pay an invoice in a timely manner, Zagster shall give City written notice. If City fails to make payment within ten (10) business days of the receipt of Zagster's written notice, then Zagster shall have the right to enter City's property after Zagster notifies City of its intention to remove its goods and effects identifiable to the unpaid invoice during normal business hours and remove the Zagster Bicycles (as defined in Schedule A), Zagster stations, Zagster Signage (as defined in Schedule A) and any other Zagster materials identifiable to the unpaid invoice. This provision shall survive the termination of this Agreement.

b. City hereby represents and warrants that it is exempt from paying sales taxes.

3. Insurance.

A. General Requirements:

1. All insurance required to protect Zagster, the City and University from liability and all insurance required in accordance with applicable laws and regulations is addressed herein.
2. The amount(s) of insurance coverage specified herein shall be the minimum amount(s) of insurance available to satisfy claims. Zagster and its subcontractors (as applicable) shall purchase and maintain such insurance with limits of liability as specified herein; or as specified by the Procurement Officer for the project; or as required by law; whichever is greater.
3. A policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.
4. All insurance required shall be purchased and maintained with a company or companies lawfully authorized to do business in the State of Maryland and shall name the City of College Park and the University of Maryland, College Park as "Additional Insureds". Insurance companies providing coverage herein shall have an AM Best rating of not less than A-VII or better.
5. Zagster shall be responsible for the maintenance of this insurance, whether the work is performed directly by Zagster; by any subcontractor; by any person employed by Zagster or any subcontractor; or by anyone for whose acts Zagster may be liable.
6. All required insurance policies shall be endorsed to provide sixty (60) days (ten (10) days if cancelled due to non-payment) prior written notice by certified mail of any material change, cancellation or non-renewal to:

University of Maryland Department of Procurement and Strategic Sourcing 2113-R Chesapeake Building College Park, MD 20742	City of College Park Finance Department 4500 Knox Rd College Park, MD 20740
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7. Proof of the required insurance and endorsements shall be made by submission to the City and University. Prior to commencement of the work, The Contractor shall name the Town as an additional insured on said policies of insurance, except for Workers Compensation, and shall provide Certificates of Insurance and additional insured endorsements before starting work on the Project. Certificates of insurance and endorsements satisfactory to the City and University shall be submitted. Zagster shall promptly furnish copies of required policies upon receipt of a request from the Procurement Officer.

8. All required coverage shall be for the term of this Agreement.

9. The Zagster shall defend, indemnify and save harmless the City of College Park, the University System of Maryland and the University of Maryland College Park and their respective officers, employees and agents from any and all

claims, liability, losses and causes of action which may arise out of the performance by the Zagster, its' employees or agents, of the work covered by this contract. Zagster shall name the City and University as additional insureds on said policies of insurance, except for Workers Compensation, and shall provide Certificates of Insurance and additional insured endorsements before starting work under this Agreement.

B. Coverage Required:

1. Insurance coverage shall include:

a. General Liability: Coverage for general liability claims arising from operations of Zagster, subcontractors and suppliers with such coverage, including, but not limited to: personal injury, completed operations ISO CG 20 10 and CG 20 37 or its equivalents. Waiver of Subrogation in favor of the City and University is required. The minimum limits of such coverage shall be:

- a) \$2,000,000 Per Occurrence Limit
- b) \$4,000,000 General Aggregate Limit
- c) \$4,000,000 Products/Completed Operations Limit

No exclusion for third party action over claims.

No exclusion for punitive damages.

b. Automobile Liability: Coverage for third party legal liability claims arising from bodily injury and/or damage to the property of others from the ownership, maintenance or use of any motor vehicle, both on-site and off-site. Coverage shall include all owned, hired and non-owned vehicles for claims arising out of their use or operation. Waiver of Subrogation in favor of the City and University is required. The minimum limits of such coverage be:

- a) \$1,000,000 Combined Single Limit

b. Workers' Compensation: Coverage for claims arising from Workers' Compensation statutes or other Employers Liability or third party legal liability claims arising from bodily injury, disease, or death of Zagster's employees. Zagster shall provide Workers' Compensation coverage for all employees and require their subcontractors to provide Workers' Compensation in accordance with statutory requirements of the jurisdiction in which the work is being performed. Waiver of Subrogation in favor of the City and University is required for Part B: Employers Liability. The minimum limits of such coverage shall be:

- a) Part A: Statutory
- b) Part B: Employers Liability
 - * \$1,000,000 Each Accident
 - * \$1,000,000 Disease, Each Employee
 - * \$1,000,000 Disease, Policy Limit

Provision of any insurance required herein does not relieve Zagster of any of the responsibilities or obligations assumed by Zagster in the contract awarded, or for which the Zagster may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

4. Publicity; Use of Marks.

a. Except as required by law or regulation, no party shall issue a press release or make a public announcement related to the subject matter of this Agreement without the prior consent of the other party, which shall not be unreasonably withheld. Unless otherwise expressly permitted in this Agreement, neither party shall use the other party's name, logos, trademarks, service marks or trade names ("Marks") for any reason or in any manner, other than in connection with statements and public relations relating to this Agreement, without the other party's prior written consent.

b. Each party consenting to use of its Marks hereunder shall remain the sole and exclusive owner of and retain all right, title and interest in and to its Marks and the goodwill associated therewith. Nothing contained in this Agreement shall be construed as conferring upon any party, by implication, operation of law or otherwise, any other rights. Upon termination of this Agreement, any use of the other party's Marks shall immediately cease.

5. Indemnification.

Notwithstanding the limitations on liability below and any other provision in this Agreement, Zagster agrees to defend, indemnify and hold harmless City, its trustees, officers, officials, directors, employees, agents and consultants from and against any third party claims (including reasonable attorneys' fees) brought against City (collectively, "Claims"), and shall pay all damages finally awarded by a court of competent jurisdiction or agreed to by Zagster in settlement, arising directly from: (i) the negligence or fault of Zagster, its employees and/or contractors in connection with the provision of the Zagster Services or Zagster Work (as defined in Schedule A hereunder; and/or (ii) infringement by the Zagster Software) or Zagster Marks of a third party's intellectual property rights. Zagster's obligations to indemnify City are subject to City providing Zagster with reasonable assistance in the defense and settlement of any Claims at Zagster's sole expense. City may, at its own cost, engage its own counsel to participate in the defense and settlement of any third party claims. Zagster's indemnification obligations in (ii) above shall not apply if (a) the Software or Zagster Marks are modified or combined with any third party materials, hardware or software, to the extent the infringement would not have arisen but for such modification or combination by City or its contractors, (b) use of the Software or Zagster Marks is not in accordance with this Agreement and any instructions provided by Zagster to City in writing, or (c) the infringement arises due to Zagster's compliance with City's specifications or designs. This Section 5 states Zagster's sole liability and City's sole remedy for any infringement of intellectual property rights.

Zagster shall include in the user agreement a provision to hold the City harmless for any and all damages due to a negligent act or omission of a Member.

6. Warranties; Disclaimer of Warranties.

- a. Each party represents and warrants that: (i) this Agreement has been duly approved by all necessary action of such party; (ii) it has full power and authority to enter into and execute this Agreement; (iii) this Agreement is valid, binding and enforceable in accordance with its terms; and (iv) the execution, delivery and performance of this Agreement does not result in a violation or breach of and does not contravene, violate or conflict with any provision of applicable law, regulations or obligations to which it is a party.
- b. Zagster warrants that the Zagster Bicycles will be free from defects in materials and workmanship for three years from the date of delivery of the Zagster Bicycles to a Location. As Company's sole and exclusive remedy for a breach of the foregoing warranty, Zagster will repair or replace the Zagster Bicycles.
- c. Zagster represents and warrants that during the term of this Agreement all services performed by Zagster will be performed in all material respects in accordance with Schedule A and in a good and workmanlike manner consistent with industry practices. As City's sole remedy for a breach of the foregoing warranty, Zagster shall promptly re-perform the nonconforming service such that the service conforms to the foregoing warranty, or, if Zagster is unable to re-perform the nonconforming service within a commercially reasonable period of time from receipt of City's written notice, Zagster will refund the proportionate amount paid by City for such nonconforming service.
- d. EXCEPT AS SET FORTH IN THIS SECTION 6, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ZAGSTER MAKES NO WARRANTIES WITH RESPECT TO THE ZAGSTER SERVICE OR THE SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY AND ZAGSTER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL CONTRACT DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING LOST PROFITS, LOSS OF DATA OR INTERRUPTION OF BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT WITH RESPECT TO (i) EACH PARTY'S PAYMENT OBLIGATIONS TO THE OTHER PARTY, (ii) ZAGSTER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 5 OF THIS AGREEMENT, AND (iii) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS, NEITHER PARTY'S LIABILITY HEREUNDER WILL EXCEED THE FEES PAID BY CITY UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION REPRESENT A REASONABLE ALLOCATION OF RISK THAT IS REFLECTED IN THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY IS NOT INTENDED TO LIMIT EITHER PARTY'S LIABILITY FOR NEGLIGENCE OR WILLFUL MISCONDUCT.

8. Confidentiality; Suggestions.

- a. Each party acknowledges that during the Term of this Agreement the other party may disclose information, whether orally, visually, or in tangible form, that is proprietary and confidential to the disclosing party and is marked as proprietary or confidential (hereafter, "Confidential Information") and that the unauthorized disclosure of Confidential Information may cause irreparable harm to the disclosing party. Except as required by applicable law, each party shall only use Confidential Information to perform its obligations hereunder and shall take all reasonable measures to safeguard and prevent the unauthorized disclosure of Confidential Information, but no less than the measures it takes to safeguard its own Confidential Information, including without limitation disclosing Confidential Information only to those of its employees with a need to know such information to perform their obligations hereunder and which have been advised of the confidential nature of the information and have agreed to protect Confidential Information to the same extent.

The parties acknowledge that it shall be impossible to measure the damages that would be suffered by one party if the other party fails to comply with the provisions of this Section 8 and that in the event of any such failure, such party shall not have an adequate remedy at law and shall, therefore, be entitled, in addition to any other rights and remedies, to seek specific performance of the receiving party's obligations and to seek immediate injunctive relief with respect thereto.

- b. Notwithstanding the foregoing, Zagster acknowledges and agrees that City has a statutory obligation to provide all public records upon request, unless such records are specifically exempted from disclosure. In the event that City receives a request to disclose Zagster's Confidential Information as part of an open records request, City shall promptly notify Zagster. The City may disclose Contractor's confidential information to the extent required by the Maryland Public Information Act or other applicable law. Contractor shall mark any information that it wishes to remain "confidential" or "proprietary" before providing the information to the City. In the event that, pursuant to the Maryland Public Information Act or other process, the City receives a request for information that has been so marked by Contractor, and the City agrees that the information may be exempt from disclosure under Maryland law, then the City will not disclose the information and will notify the Contractor of the request. Zagster shall be solely responsible for protection of its own Confidential Information. City agrees to provide assistance as reasonably requested by Zagster in support of Zagster's efforts and keep Zagster advised as of the status of any such public records requests. Each party shall be responsible for any expenses it incurs in an effort to limit or prevent the disclosure of its Confidential Information.
- c. City may, from time to time, provide suggestions, techniques, know-how, comments, feedback or other input to Zagster with respect to the Zagster Services (collectively, "Suggestions"). Both parties agree that each Suggestion is and shall be given entirely voluntarily. Each Suggestion, even if designated as confidential by City shall not, absent a signed, written agreement with Zagster, create an obligation of confidentiality for Zagster. City hereby assigns all right, title and interest in and to Suggestions to Zagster including without limitation all intellectual property rights therein, and shall take any and all actions reasonably requested by Zagster to effect such assignment.

9. Term; Dates of Work; Termination.

- a. Term. The initial term of this Agreement shall commence on the Effective Date and, unless terminated earlier in accordance herewith, shall continue for a period of three (3) years ("Initial Term") from the Initial Launch Date (as defined in Schedule A).
- b. Termination.
- (i) This Agreement may be terminated at any time by mutual written agreement of the parties.
 - (ii) If either party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of that breach from the non-breaching party (setting forth in detail the nature of the breach), then the non-breaching party has the option of terminating this Agreement effective as of the end of that period.
 - (iii) This Agreement shall be immediately and automatically terminated by operation of law, without any further notice or action by a party, in the event that a party: (1) becomes subject to voluntary or involuntary bankruptcy, insolvency, receivership, conservatorship or like proceeding pursuant to applicable laws; or (2) ceases to conduct its normal and customary business operations.

(iv) No termination for cause shall be deemed a waiver of any claim for damages by the terminating party. A non-breaching party shall have any and all remedies available to the non-breaching party at law or in equity in the event of a breach, notwithstanding the termination of this Agreement.

(v) The performance of work under this Agreement may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best interest. The City will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination and in no event will the City be liable for loss of profit on services not performed.

c. **Effect of Termination.** Upon the termination of this Agreement, each party shall promptly destroy or, on the other party's request, return all of the other party's Confidential Information, including all copies thereof.

d. **Survival.** Payment provisions in this Agreement shall survive any termination or expiration of this Agreement with respect to any unpaid fees or payments due and owing hereunder. Sections 5 (Indemnification), 6 (Warranties; Disclaimer of Warranties), 7 (Limitation of Liability), 8 (Confidentiality; Suggestions), 13 (Other Payments; Expenses; Taxes) and 14 (Miscellaneous) of this Agreement shall survive any termination or expiration of this Agreement. Termination or expiration of this Agreement shall not affect any rights that any party may have with respect to any breach of this Agreement occurring prior to or following such termination.

10. **Reporting; Rights in Documents and Work.**

a. By the Launch Date, Zagster shall ensure that City has access to use and the ability to view data in real time and/or produce reports in a Microsoft Excel file format and/or other format agreed upon by the parties, which contain the following information:

Category	Type of Information
System Availability	- Last-known availability of Zagster Bicycles - Last-known distribution of Zagster Bicycles and capacity at each Location, including location and category of ADA accessible bicycles
Membership	- Total number of Users during reporting period - Number of active Users during reporting period, classified by type of membership (i.e. employees, students, members of the public) and User category (i.e. currently annual, daily) - Number of new Users enrolled during reporting period classified by type of membership (i.e. employees, students, members of the public) and User category (i.e. currently annual, daily)
Utilization	- Usage data by Location and Zagster Bicycles - Usage data by User(s) - Hours of Zagster Bicycle usage - Estimated miles of Zagster Bicycle usage - Aggregate usage on a specified date or time period - Average number of checkouts for each type of membership

	• Average number of checkouts for each Zagster Bicycle type • Average duration of checkout time
Operations	• Number of Zagster Bicycles and Locations in operation during reporting period

- b. Zagster shall provide City with quarterly reports by no later than ten (10) days after the end of a calendar quarter in Microsoft Excel file format and/or other format agreed upon by the parties, which contain the following information:

Category	Type of Information
Financial	• User revenue collected, with a breakdown by membership fees, membership type, usage fees, etc.
Operations	• Theft incidents • Damage, crash and Vandalism incidents • Maintenance records for the Zagster Bicycles, including number and date(s) of maintenance reports submitted by Users, and Locations • Information board listing data regarding maintenance performed • Comments summary: total number of calls/e-mails received and breakdown of complaints and compliments, including date(s) and count of response(s) provided

- c. Zagster shall provide City with: (i) a report on any crash incident involving an injury and/or documented with a police report within twenty four (24) hours of receipt of notification by Zagster of such incident; and (ii) access to raw data, upon request by City solely for research purposes as outlined in this Agreement.
- d. As mutually agreed upon, Zagster shall survey and collect User feedback and satisfaction ratings and provide City with a copy of the results of such surveys and ratings promptly upon completion.
11. **Third Party Vendors.** If Zagster retains a third party vendor to perform any of its obligations under this Agreement, Zagster shall remain responsible for ensuring that its obligations are performed and satisfied. Any actions taken by a third party vendor as a result of, or arising, directly or indirectly, from or in connection with this Agreement shall be deemed to have been taken by Zagster and Zagster shall be responsible to City for all such actions (or inactions).
12. **System, Network and Data Security.** Zagster agrees at all times to maintain commercially reasonable network security that complies with applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
13. **Other Payments; Expenses; Taxes.** The City will not be responsible for any cost or expenses of operation of any kind associated with Zagster's provision of services pursuant to this Agreement, except as set out herein. Zagster shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of Zagster in connection with the performance of his obligations under this Agreement except as set out herein.
- It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Zagster, as an independent contractor of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments

unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Zagster is deemed not to be an independent contractor by any local, state or federal governmental agency, Zagster agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including, but not limited to, attorneys' fees incurred thereby. The City is a non-taxable entity.

14. **Materials and Standards of Work.** All work performed, and material provided, pursuant to this contract shall be in conformance with standards adopted by the State of Maryland and Prince George's County and will be appropriate for existing conditions. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by Zagster at Zagster's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of Zagster.

15. **Accurate Information.** Zagster certifies that all information provided in response to the invitation to bid or in response to other requests for information is to Zagster's knowledge true and correct. Any false or misleading information is grounds for the City to reject the bid and to terminate this Agreement with ten days' notice to Zagster.

16. **Periodic And Final Inspection** The City will make periodic inspections of the Zagster Bicycles through the Project Manager or other City representative. A final inspection of the Zagster Bicycles shall be made by a representative of the City and Zagster at the Locations prior to the Initial Launch Date and any Additional Launch Date to ensure that all requirements have been met.

17. **Retainage** The City will pay the contract price, less 5% retainage, to Zagster upon completion of the contract work, and correction of any deficiencies discovered as a result of final inspection. The remaining 5% retainage shall be paid to Zagster within ninety (90) days following the end of all work, and correction of any deficiencies. The said retainage is held as security for performance and not as liquidated damages and the forfeiture of the retainage shall not release Zagster from any liability in excess of the retainage.

18. **Restoration of Property.** Upon any termination or expiration of this Agreement, Zagster will, at its own expense, repair any property damage at the Locations, reasonable wear and tear excepted, caused by Zagster or its installation of the Zagster Bicycles; provided, however, that the City understands and agrees that, with respect to fixed bicycle stations, Zagster shall only be required to ensure that all metal inserts in the pavement are cut flush with the pavement.

19. **Federal Surface Transportation Act funds, administered through the Transportation Enhancement Program at the state level by the Maryland Department of Transportation and at the Federal level by the United States Department of Transportation - Federal Highway Administration.** This contract is subject to and conditioned upon receipt of the grant funding/reimbursement. Applicable grant requirements are attached to the RFP as attachment 9. Grant mandated record keeping and pre-approval requirements are part of the RFP and this contract.

20. **Contract Documents:**

This Agreement and the following enumerated documents form the agreement between the parties and they are fully a part of this Agreement as if attached hereto:

Request for Proposals CP-15-06 dated April 15, 2015 and all attachments

Bid or Proposal Forms, attachments and Affidavits submitted by Zagster in its proposal of May, 2015

Addenda #1 dated April 29, 2015

Addenda #2 dated May 18, 2015

Certificate of Insurance and additional insured endorsement

Memorandum of Understanding Between the City of College Park and the University of Maryland, attached as Schedule C

Schedule of Work

In the event of inconsistency among the documents comprising this Agreement, precedence shall be given to this Agreement, with the exception of the requirements of the Federal Surface Transportation Act grant.

21. **Miscellaneous.**

- a. **Entire Agreement; Priority; Amendment.** This Agreement, including all of the Schedules, Attachments and Exhibits hereto, set forth the entire understanding between the parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous agreements and understandings, oral and written, between the parties with respect to the subject matter hereof. Additional or different terms in any purchase order or similar document shall not modify or add to the terms of this Agreement, unless mutually agreed in writing by the parties. This Agreement may be modified or amended only by a written agreement between the parties. Any modification or amendment shall not require additional consideration to be effective.
- b. **Non-Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused, unless the waiver or consent is in writing and signed by the party against whom it is asserted. Any consent by any party to, or waiver of, a breach of the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach of this Agreement by such party.
- c. **Assignment; Binding Effect.** This Agreement and the rights granted under it may not be assigned or transferred by either party without the prior written consent of the other party; provided, however, either party will have the right to assign this Agreement to its successor in the event of a merger, acquisition, or other consolidation, including without limitation the sale of all or substantially all of its assets or stock or business to which this Agreement relates. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties to this Agreement and their successors and permitted assigns.
- d. **Severability.** In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be deemed modified to the minimum extent necessary to render the provision enforceable in a manner that most closely represents the original intent of the parties and the remaining terms and conditions of this Agreement shall remain in full force and effect.
- e. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to conflicts of law provisions thereof. The parties agree that the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Prince George's County, MD, and consent to the exclusive jurisdiction of such courts.
- f. **Headings.** The paragraph headings contained in this Agreement are for convenience only and are not intended to be used nor may they be used in the interpretation of this Agreement.
- g. **Construction.** The parties agree that this Agreement is the result of careful negotiations between the parties and thus any principle of construction or rule of law that provides an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.
- h. **Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts beyond its control during the continuance of such Force Majeure. The applicable party shall, however, use reasonable efforts to remedy the cause(s) preventing it from carrying out its obligations under this Agreement. For purposes of this Agreement, "Force Majeure" includes but is not limited to acts of God, labor conflicts, acts of war or civil disruption, governmental regulations imposed after the fact, public utility outage failures, industry wide shortages of labor or material, or natural disasters that interfere with either party's ability to perform its obligations under this Agreement when due.
- i. **Notices.** Except as otherwise provided in this Agreement, all notices, requests and demands, and other communications required or permitted under this Agreement shall be in writing and sent to the addresses noted below or to such changes of address of which one party notifies the other in accordance with this provision. A notice shall be deemed effective: (i) upon delivery, if delivered personally by hand to a party; (ii) one (1) business day after deposit, if delivered to a nationally recognized courier service offering guaranteed overnight delivery; or (iii) five (5) business days after having been deposited in the United States mail, certified mail, postage prepaid, return receipt requested.

If to City:

City Manager

City of College Park
4500 Knox Road
College Park, MD 20740

With a copy to:

Suellen M. Ferguson
Council Baradel
125 West Street, 4th Floor
Annapolis, MD 21404

If to Zagster:

Zagster, Inc.
24 Thorndike Street, Suite 2
Cambridge, MA 02141
Attention: CEO

- j. Counterparts. This Agreement may be executed in one or more counterparts, each counterpart of which will be deemed to be an original and which together will constitute one and the same instrument. The signature of any of the parties may be evidenced by a facsimile copy of this Agreement bearing such signature, and such signature will be valid and binding as if an original executed copy of the Agreement has been delivered.

[Signature page to follow]

In Witness Whereof, a duly authorized representative of each party has executed this Agreement as of the date set forth below.

Zagster, Inc.

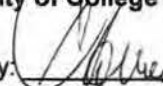
By:  _____

Printed Name: Timothy Ericson

Title: CEO

Date: 2/17, 2016

City of College Park

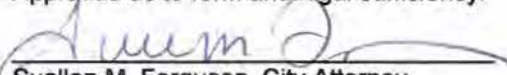
By:  _____

Printed Name: Scott Somers

Title: City Manager

Date: 2/3, 2016

Approved as to form and legal sufficiency:


Suellen M. Ferguson, City Attorney

Schedule A

Zagster Services and Fees

1. **Description of Zagster Services.** During the Term of this Agreement, Zagster hereby does or shall provide to City the following rights and services, as applicable (collectively, the "**Zagster Services**"):
 - a. The right for Users (as defined below) to own, access and use the Zagster Bicycles as described in Section 9 below. All standard Zagster Bicycles and Zagster ADA Adaptive Bicycles shall materially conform to the specifications outlined in Attachment E to this Schedule A. Notwithstanding the foregoing, the parties acknowledge that the specifications set forth in Attachment E may change from time to time; provided that, any such change(s) involve changes to bicycles that are comparable or superior to the specifications of bicycles then in the Zagster Bicycle fleet and Zagster will provide City with written notice at least thirty (30) days prior to such change.
 - b. A Site Survey (as defined below) to determine the Locations (as defined below) and the installation dates. The parties shall attach a copy of the Site Survey upon completion as Attachment A to this Schedule A. The parties shall maintain a current list of all Locations and applicable Launch Dates at all times, to be updated with each delivery of Additional Location Form in accordance with Section 2.c. below.
 - c. A royalty-free, non-exclusive license and right to use Zagster's proprietary bicycle rental management software (the "Zagster Software") and accompanying user information (the "Documentation") subject to Section 7 below.
 - d. Maintenance Services as described in more detail in Section 8 below.
 - e. Automated locks and bicycle stations to be used with the Zagster Bicycles, subject to payment of the One Time Fee as described in Section 3 below. A Geo-fence system will be in place and operational from Initial Launch and functional throughout the Term of the Contract. When available, Zagster will provide software or application with the ability to locate ADA adaptive bicycles in real time.
 - f. Zagster customer services to City and Membership Services to all Users and the public at large, as they are generally commercially available, including without limitation as described in Section 9 below. Zagster customer representatives shall have sufficient knowledge to answer questions and provide information concerning, among other things, subscription process, subscription prices, billing, crashes, comments, complaints, malfunction problems and the Locations.
 - g. Checkout times for the Zagster Bicycles shall be initially set to one (1) hour during weekdays and three (3) hours on weekends ("**Checkout Time**"). The parties shall mutually agree to any adjustments in checkout times.
 - h. Zagster shall ensure that at least ninety percent (90%) of the Zagster Bicycle fleet under this Agreement shall be available for Users and safely operable at all times. Zagster Bicycles requiring maintenance and/or repair shall be immediately disabled and blocked from use by Users. The repair process for any Zagster Bicycles requiring maintenance and/or repair shall be initiated by Zagster within seventy-two (72) hours of becoming aware of the issue. Zagster Bicycles that are no longer functional shall be repaired or replaced by Zagster within one week.
 - i. Zagster shall assign to City an account manager.

2. Site Survey; Locations; Launch Date

- a. (i) Initial Launch. At its sole cost and expense, Zagster shall perform a survey of the sites where City desires that the Zagster Bicycles be installed (the "**Site Survey**") promptly after the Effective Date. Zagster agrees to deliver the completed Site Survey to City in any event by no later than the thirtieth (30th) day after the Effective Date. Upon delivery of the Site Survey to City, the parties shall act in good faith and mutually agree on the initial locations of installation ("**Initial Locations**") of the Zagster Bicycles and stations, which Initial Locations shall be included as part of the Initial Launch Date. Within ten days of the survey, Zagster shall provide the City with an Initial Launch Notification

Form, substantially in the form attached hereto as Attachment C to this Schedule A, which shall memorialize the Initial Location(s) and the Initial Launch Date mutually agreed to by the parties. For purposes hereof, the "Initial Launch Date" means the date on which the Zagster Services are fully implemented, such that all Zagster Bicycles and stations at the Initial Locations are installed and operational. The parties will work together to ensure that the Initial Launch Date is no later than 60 days following the date the City notifies Zagster it has received the Notice to Proceed; provided, however, that the parties acknowledge and agree that the launch of the Zagster Services on the Initial Launch Date is subject to both City and Zagster (x) determining that the product and service specifications have been met to their satisfaction and (y) fulfilling all of their respective obligations under this Agreement which are required to be fulfilled to enable Zagster to launch the Zagster Services, including without limitation, the payment of the One Time Fee by City as set forth in Section 3 of this Schedule A. The Initial Launch date is set for April 1, 2016.

(ii) Additional Locations. For each Additional Location where City desires that the Zagster Bicycles be installed, at its sole cost and expense, Zagster shall perform Site Survey promptly after the parties mutually agree to the Additional Locations via the Additional Location Form described in Section 2.b. below. Zagster agrees to deliver the completed Site Survey to City in any event by no later than the thirtieth (30th) day after the date of the Additional Location Form. For purposes hereof, the "Additional Launch Date" means the date on which the Zagster Services are fully implemented for an Additional Location, such that all Zagster bicycles and stations are installed and operational, for City at the Additional Location.

- b. Additional Locations or Zagster Bicycles shall be added from time to time by mutual written agreement of the parties using the Additional Location Form, substantially in the form attached hereto as Attachment D to this Schedule A, which shall memorialize the Additional Location(s) and the Additional Launch Dates mutually agreed to by the parties. The parties agree that the costs incurred in connection with the preparation of Initial Locations or Additional Locations pursuant to this Section 2.b. of Schedule A, including provision of any required pad, electrical service and/or permission for location, shall be borne by City. Zagster shall be responsible for the costs of set-up, installation, and transportation of Zagster Bicycles for such Initial Locations and/or Additional Locations. The parties acknowledge that the Initial Locations and/or Additional Locations may change by mutual agreement of the parties based upon visibility, usage rates, safety and other factors ("Replacement Location"). The parties agree that the costs incurred in connection with the moving, removal and installation of such Replacement Locations, including without limitation, all removal costs of the prior Zagster station and in connection with the Licensed Property, moving fees of the Zagster Bicycles and installation costs of the new Zagster station shall be borne by Zagster for the first two (2) Replacement Locations annually and thereafter such costs for any additional Replacement Location(s) for the then current year shall be borne by City for each annual period of this Agreement.

3. One Time Fee.

City shall pay to Zagster the non-refundable one-time fee in the aggregate amount described below (the "One Time Fee") to set-up and install the Zagster Bicycles at the Initial Locations set forth in the Initial Launch Notification Form, with the remaining one-half to be paid by the University, and the full fee for any Additional Locations and Zagster Bicycles requested by the City and mutually agreed to after the Initial Launch Date as well as for such other materials as may be mutually agreed to by the parties and set forth in the description below. City shall pay its portion of the One Time Fee to Zagster on or before the Initial Launch Date. Pursuant to Section 1.a. of this Agreement, (i) City may request that additional Locations, and Zagster Bicycles be added during the Term of this Agreement and such Additional Locations, and Zagster Bicycles will be added upon mutual written agreement and payment by City of the additional fees at the unit prices set forth in the table below; and (ii) City may, at its sole option, request that Zagster provide additional services under this Agreement subject to City's payment of Zagster's fees for such additional services.

Quantity	Item	Description	Unit Price	Total One Time Fee

14	Zagster Station Set-up		\$2,000.00	\$28,000.00
250	Zagster Parking Spaces		\$150.00	\$37,500.00
			One Time Fee Total	\$65,500.00

4. Zagster Bicycles.

- a. During the Term of this Agreement, City may order Zagster Bicycles from Zagster for installation at the Initial and Additional Locations set forth in the Launch Notification Form and in consideration for the payment of the unit prices set forth in the table below:

Quantity	Item	Description	Unit Price	Total Unit Price
125	Zagster Bicycle		\$4,680.00	\$585,000.00
			Total Unit Price	\$585,000.00

The parties recognize that the Unit Price for the standard specification Zagster Bicycles is \$4,680.00. The University of Maryland has indicated its intention to order, as part of the Initial Launch of 125 Zagster Bicycles, five ADA Adaptive Bicycles, including one hand cycle, two side by side tandem tricycles and two personal activity tricycles, in lieu of five standard Zagster Bicycles, at the prices stated in Attachment E to Schedule A. The total number of bicycles ordered for the Initial Launch will remain at 125. Any increase in the Total Unit Price occasioned by inclusion of the five ADA Adaptive Bicycles will be paid by the University of Maryland.

The City may order Zagster ADA Adaptive Bicycles from Zagster for installation at the Initial and Additional Locations set forth in the Launch Notification Form in consideration for the payment of the unit prices set forth in Attachment E to this Schedule A.

If additional bicycles are purchased during the Initial Term, but after the Initial Launch, the City will receive a credit of \$83.33 per month per additional bicycle for every month after delivery that services for said bicycles are not provided due to the ending of the Initial Term. In any event, the City will own the bicycles at the end of the Initial Term.

5. Zagster Representations, Warranties and Covenants.

- Prior to the Initial Launch Date, Zagster shall provide City's assigned contact with requisite training regarding the Zagster Service and the use of the Zagster Software. Additional training, as required, may be provided on site at City or online at Zagster's discretion.
- Zagster shall provide master membership accounts to be used by City employees and City's bicycle education contractor for purposes of and use in connection with educational and demonstration programming as well as City employees moving Zagster Bicycles in emergency situations as set forth in this Agreement.
- Zagster shall comply with all applicable laws relate to the Zagster Services provided under this Agreement. The City Charter and Code may be found at www.collegeparkmd.gov. Zagster represents and warrants that, as of the Effective Date and during the term of this Agreement, it does and shall possess all licenses, permits and approvals as are necessary for it to perform its obligations under this Agreement.

- d. Zagster certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work. Zagster will, in all advertisements or solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.
- e. Zagster must comply with the applicable provisions of § 69-6 of the City Code in existence as of the date of this Agreement. The Zagster shall provide the City Manager, or his/her designee, access to its records up to once per year for the purpose of audits and/or investigations to ascertain compliance with these provisions, or when necessary in response to a complaint received by the City. Upon request, Zagster shall provide evidence of compliance with the provisions of § 69-6 of the City Code upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe Zagster may not be in compliance with the provisions of this section. The failure of the Zagster to comply with § 69-6 of the City Code will be deemed to be a material breach of this Agreement.

6. Marketing; Sponsorships.

- a. **Zagster Marketing Activities.** City acknowledges that Zagster intends to market the Zagster Services to the City community.
- b. **Zagster's Marketing Plan.** Zagster shall submit to City a written marketing plan (the "Marketing Plan") within ten (10) weeks after the Effective Date. The Marketing Plan shall include:
 - i. development of a brand, image, logo and marketing strategy for the Zagster Services consistent with City's branding guidelines. City shall have the right to review and provide final approval on branding, promotion, sponsorships, and communications involving City logo(s) prior to use;
 - ii. identification of the available advertising options and publication channels intended to be leveraged to market the system to City community and beyond;
 - iii. development of printed materials and collateral for dissemination by Zagster to City community and beyond, including advertisements, brochures, posters, maps, and fliers;
 - iv. subject to limitations set forth in this Agreement, strategic utilization of social media and community-based social marketing concepts to target City community with communications and promotional opportunities;
 - v. based on availability and the customary City rates and terms, identification of the outreach and engagement strategies to be employed by Zagster and an outline of City student-focused events Zagster shall attend throughout the academic year and a list of any accompanying promotional activities; and
 - vi. identification of and assistance in measuring and tracking certain performance and other metrics based on the goals of City's bicycle sharing program and determination of methods to track and measure such metrics.
- c. **Zagster Signage.** Zagster shall place Zagster's standard signage (the "Zagster Signage") at or adjacent to all Locations.
- d. **Sponsored Locations.** Subject to any pre-existing City obligations and availability, City and Zagster may mutually agree to provide a sponsor the opportunity to choose a Location and the rights to add their logo to the Location signage and to the basket on each sponsored Zagster Bicycle; provided, however, that the signage and basket additions shall be limited to a sponsor's name and/or logo and shall not include any comparative or qualitative description of a sponsor's products or services, any message that otherwise endorses a sponsor's products or services or induces one to purchase or use a sponsor's products or services, or any other message that causes such signage or basket to not be treated as qualified sponsorship recognition under Internal Revenue Code Section 513(i) (the "Qualified Sponsorship Requirements").

- e. Zagster Bicycle Basket Sponsorships. Subject to any pre-existing City obligations, Zagster shall make each basket on the Quantity of Zagster Bicycles identified in Section 4.a. of Schedule A available for sponsorships. Such Zagster Bicycles baskets may be used to display sponsor logos, subject to the Qualified Sponsorship Requirements ("Zagster Bicycle Basket Sponsorships"). Zagster shall be responsible for the pass-through cost of any Zagster Bicycle Basket Sponsorships for the Quantity of Zagster Bicycles identified in Section 4.a. of this Schedule A on an annual basis. If City elects to change sponsors of Zagster Bicycle Basket Sponsorships multiple times within a contract year, the pass-through cost of additional basket sponsorships shall be borne by City.
- f. The parties agree that all amounts generated from Zagster Bicycle Basket Sponsorships on the Quantity of Zagster Bicycles identified in Section 4.a. of this Schedule A during the Initial Term of this Agreement shall be paid by sponsors to City and City shall use such amounts as it sees fit. In the event the parties agree to renew this Agreement beyond the Initial Term, the parties agree to commence discussions regarding the nature and scope of sponsorship activities to be conducted pursuant to this Agreement on or about ninety (90) days prior to the expiration of the then current term.
- g. Zagster shall ensure that any and all Zagster Bicycles purchased by City at any time during the Term of this Agreement do not and shall not have sponsorships or promotional materials affixed to or associated with them that have not been previously approved in writing by City. For the avoidance of doubt, City acknowledges and agrees that Zagster bicycles from other locations in the community may be temporarily left by users at the City's bicycle stations and may contain sponsorships or promotional materials.

7. Software License Grant.

Subject to the terms and conditions of this Agreement and payment of the fees payable hereunder, Zagster hereby grants City a non-exclusive, non-transferable license in the United States for the Term of this Agreement to access and use the Zagster Software as hosted by Zagster and the related Documentation solely for City's management of the Zagster Bicycles at the Locations and for purposes of research conducted by City as set forth in Section 11 of this Schedule A. City may not redistribute or permit third parties to access or use the Zagster Software. City shall provide a list of authorized users of the Zagster Software. City agrees to maintain the security and confidentiality of the administrator and all other user names and passwords provided by Zagster to City in connection with City's use of the Zagster Software. Except for the rights granted to City in this Section, all right, title and interest in and to the Zagster Software and the Documentation, including without limitation all intellectual property embodied therein, shall remain exclusively in Zagster. The license granted hereunder includes no rights in or to the source code versions of the Zagster Software or to the object code version of the Zagster Software, other than to the object code version as hosted by Zagster. Neither City nor its employees shall attempt to reproduce, copy, disassemble, alter, decompile or otherwise reverse engineer or modify or create derivative works of the Zagster Software in any way. Neither City nor its employees shall make access to the Zagster Software available to others in connection with a service bureau, application service provider, or similar business, nor permit anyone else to do so.

8. Maintenance Services.

- a. For three years from the Initial Launch Date and, with respect to Additional Zagster Bicycles, for three years following delivery of each subsequent Zagster Bicycle to any of the Locations, Zagster will provide the following maintenance services with respect to the Zagster Bicycle without additional charge: (the "Maintenance Services"):

Frequency/ Response Time	Activity
On a daily basis, as needed	Zagster will monitor the availability of Zagster Bicycles at the Locations on a daily basis and perform rebalancing sessions as needed. The definition of a rebalancing session is distributing Zagster Bicycles among the Locations in the most optimal way based on projected demand and previous usage data. Zagster provides 728 rebalancing sessions each year during the term of this Agreement. On an average month there should be no more than 60 rebalances. The parties will meet on a monthly basis to determine if the number of rebalances exceeds the monthly average. The City can purchase additional

	rebalancing sessions, upon mutual agreement, at \$100 each, which amount will be deducted from the amounts payable to the University and City for Zagster Bicycle usage fees. Zagster shall rebalance Zagster Bicycles to minimize the incidence of Users encountering an empty or a full Location. This shall include commercially reasonable efforts to effect retrieval or replacement of Zagster Bicycles not returned to a Station Location within 24 hours, provided, that City acknowledges Zagster will charge the user for the cost incurred by Zagster to locate the Zagster Bicycle and will be entitled to retain the entire amount paid by the user. All bicycles placed in parking spaces must be in safe operating condition. Rebalancing of the Zagster Bicycles by Zagster shall include walking or using bicycle powered trailers to rebalance each Location, as may be required. If a motorized vehicle is required to rebalance the Zagster Bicycles, Zagster shall provide prior written notice to City of its intention to add a motorized vehicle on City property for redistribution purposes.
Within twenty four (24) hours of event or initial contact, as applicable	If snow accumulation exceeding two (2) inches occurs at any of the Locations in a twenty-four (24) hour period, Zagster shall remove snow from, in and between the Zagster Bicycles and off the stations. Response to escalated issues from Zagster's home office by phone or e-mail. Initial responses to any other issues not specifically addressed, but arising in connection with this Agreement.
Within seventy-two (72) hours of initial report, inspection or discovery, as applicable	Zagster's certified mechanics shall initiate a repair of Zagster Bicycles reported to be damaged, or found to be damaged, or non-operational via normal wear and tear upon inspection at the damaged/non-operational Zagster Bicycles' Location. In the event the damaged/non-operational Zagster Bicycles cannot be repaired by Zagster's certified mechanics at the applicable Location, Zagster shall (i) cause the damaged/non-operational Zagster Bicycle to be removed, (ii) promptly record the removal of damaged/non-operational Zagster Bicycle(s) and (iii) ensure that a replacement Zagster Bicycle is introduced into the fleet within one (1) week of the date the damaged/non-operational Zagster Bicycle was removed from the fleet. In the event a Zagster Bicycle is lost or stolen and not recoverable, Zagster will ensure that a replacement Zagster Bicycle is introduced into the fleet within one (1) week of the date the Zagster Bicycle was reported lost or stolen. City and University acknowledge that Zagster will charge the user for the entire cost incurred by Zagster to replace the Zagster Bicycle and will be entitled to retain the entire amount paid by the user. Zagster must maintain and have available, at all times, a sufficient number of spare parts for the stations, parking spaces, and bicycles to promptly perform all necessary repair, maintenance, and replacement work on such equipment to meet the requirements of this contract. All spare parts will be purchased by the Zagster at its own expense.
A minimum of once every two (2) weeks	Zagster certified mechanics shall visit and inspect each Zagster Bicycle.
A minimum of once every two (2) weeks	Zagster shall clean all stations and associated docks.
A minimum of once every month or more frequently as may be required	Zagster's maintenance personnel visit each Location, inspect the Zagster Bicycles and perform at a minimum the following maintenance services on the Zagster Bicycles: inspect the drive train for proper functioning and lube;

	- inspect the handlebars for proper centering and tightness; - inspect the tires for proper inflation; - inspect the brakes for excessive wear and ensure proper working order; - inspect saddle for proper tightness; - inspect shifter for proper functioning; - inspect lights for proper functioning; - ensure components such as the basket, bell, and sponsorship components are properly attached; and - clean Zagster Bicycles and their components.
On an annual basis and more frequently, if and as-needed	Zagster shall: - remove and clean the drive train; - inspect tension and true wheels; and - inspect tires for excessive wear and replace flat inner tubes.

Fleet and Required Level of Operational Bicycles

Zagster must ensure that, at all times, on the average (by day) at least ninety percent (90%) of the fleet must be in safe operating condition and placed in service in the City and University. If at any time, Zagster knows or expects that, for any month, the required percentages will not be met, then Zagster must immediately deliver to the Contract Administrator Zagster's plans to meet the required percentages of bicycles in service during the following month.

The percentage of operational bicycles must be calculated as follows: the total fleet minus bicycles that are out of service, either in the shop or reported damaged and on a repair truck, minus bicycles stolen. This number must be calculated at the same time each and every day and averaged over each calendar month to calculate the monthly percentage of the fleet that is in service.

9. Zagster Membership Services.

- a. Generally. Each person that has been authenticated by Zagster and is a Zagster member in good standing shall be eligible to use the Zagster Bicycles (a "User") at the usage rates set forth at www.zagster.com and subject to Zagster's then current policies and procedures, including without limitation the terms and conditions of Zagster's member agreement. To become a Zagster member, Zagster shall require a person to complete Zagster's membership application and, if approved for membership by Zagster, enter into Zagster's member agreement in the form set forth at www.zagster.com, as amended or supplemented by Attachment F of this Schedule A. With the exception of the provision set forth in Attachment F of this Schedule A, Zagster may revise the membership application and member agreement, at its sole discretion and from time to time. Notwithstanding the foregoing, any changes to any fees charged to Users for use of the Zagster Bicycles under this Agreement shall be determined mutually by the parties. Zagster owns all right, title and interest in and to any and all information and data submitted to Zagster by Users and prospective users.
- b. Payment of Membership and Usage Fees.
 - (i) The parties acknowledge and agree that Users shall be solely responsible for paying, via credit card or debit card, Zagster's annual membership fee, usage fees, and such additional fees and charges as set forth at www.zagster.com, as may be adjusted by mutual agreement between the parties from time to time.
 - (ii) All fees paid by Users shall be processed by Zagster's third party credit card processor and Zagster shall not receive, process, retain or maintain any credit card data. Zagster shall collect and process or cause its third party vendor to collect and process any and all credit and debit transactions in a manner consistent with applicable laws and regulations. Zagster's third party credit card processor is listed as a Level 1 service provider on Visa's Global Registry and shall remain so certified for the Term of this Agreement. During the Term of this Agreement, Zagster shall notify City in the event it changes its third party credit card processor. Zagster agrees that it shall hold its third party credit card processor(s) responsible for complying with Payment Card Industry Data Security Standard ("PCI

DSS") requirements as then in effect. In the event of any suspected, alleged or confirmed loss, disclosure, theft or compromise of cardholder data or card transaction information relating to the cardholder data services provided to Zagster by its third party credit card processor, Zagster shall promptly notify City and in the manner required by PCI DSS and applicable law.

- (iii) Within four (4) weeks after the Effective Date, Zagster shall deliver a written pricing strategy report to City that shall include preferred User-fee pricing models with City ridership and net revenue projection analysis.
- c. **Net Usage Fees to Fund Operations.** Zagster agrees that 93% of the net usage fees generated within, or arising out of, memberships and usage are payable to the City and University, and shall be divided between them as directed in the Memorandum of Understanding between the City and the University, and are payable on a monthly basis to the City and the University. For clarity, the seven percent (7%) of the fees not included in the Net Usage Fees represent amounts which are paid by Zagster to third party credit processors for services rendered solely in connection with this Agreement.
- d. **Scope of Membership Services.** Zagster shall provide services to Users, including the following (collectively, "Membership Services"):
 - (i) registration and informational website;
 - (ii) website and mobile application, which shall have the capacity to (1) purchase a User membership, (2) enter into a membership agreement, (3) identify available Zagster Bicycles and Locations, (4) report problems with Zagster Bicycles and/or Locations, (5) submit complaints and suggestions for improving the system, (6) convey bicycle safety information, applicable state and local laws and regulations as well as system warnings, and (7) an accessibility statement;
 - (iii) short message service reservation systems, which shall have the capacity to (1) identify available Zagster Bicycles and Locations, (2) report problems with Zagster Bicycles and/or Locations, (3) submit complaints and suggestions for improving the system, and (4) convey bicycle safety information, applicable state and local laws and regulations as well as system warnings;
 - (iv) access to Zagster Bicycles and Locations; and
 - (v) User customer service call center and home office phone support with a toll free number available twenty four (24) hours a day, seven (7) days per week, three hundred and sixty-five (365) days per year staffed by trained professional customer service representatives to inform and resolve questions and issues using a decision tree workflow at the time of a call or, if unresolvable in the workflow, to then escalate the issue or question to Zagster's home office. Zagster must ensure that call center operators are fluent in English, and a Spanish speaker will be available upon request, for all persons who contact the Call Center. Operators at the call center must be fully competent and knowledgeable to answer questions and provide information concerning, among other things, membership process, membership prices, billing, crashes, comments, complaints, malfunction problems, and Locations.

Attachment A to Schedule A
Site Survey

Attachment B to Schedule A

The Zagster Marks



Zagster



Attachment C to Schedule A

Launch Notification Form

Launch Notification Form



The Start Date date in this form is the date on which the Zagster Service is fully implemented for Company at the first launch Location. The initial term of the Agreement will commence on the Start Date.

Customer	
Number of Zagster Bicycles	
Number of Parking Spaces	
Start Date	

For questions, please contact your Account Manager or support@zagster.com.

Attachment D to Schedule A

Additional Location Form



Bike Share Expansion Form

Your Name _____

First _____ Last _____

Your Email _____

Name of your Business or Organization _____

What would you like to expand at your bike share program?

☐ Additional Stations

☐ Additional Bikes

For purposes of this Agreement, such form shall include, without limitation, the following additional information:

Location Being Surrendered as Licensed Property: _____

Effective Date of Surrender: _____

Location Being Added as Licensed Property (as depicted on the following attached page): _____

Effective Date of
Addition: _____

Zagster, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

Janeen S. Miller, CMC, City Clerk

City of College Park

By: _____

Printed Name: Scott Somers

Title: City Manager

Date: _____

Approved as to form and legal sufficiency

Suellen M. Ferguson, City Attorney

Attachment E to Schedule A
Standard Zagster Bicycle Specifications as of the Effective Date

Size	Low-Step: 26 x 19
Color	White
Main Frame	Custom-tapered aluminum, single water bottle mount
Rear Triangle	Custom-tapered aluminum
Fork	Chromoly
Crankset	Aluminum, 38T
Bottom Bracket	FSA 7420 cartridge-style
Pedals	VP, polished aluminum body, chromoly axle
Shifters and Derailleur	Shimano Tourney, 8-speed
Cassette	Sunrace 8-speed, 14-34T
Chain	KMC
Wheelset	Shimano 3W Dynamo front/freewheel rear, 36H hubs, Vera DPM23 aluminum double-wall CNC SSE rims
Tires	Vera CityWide, 26 x 1.75" with puncture protection, reflective strip
Brake Set	Aluminum linear pull, cold-forged, stainless hardware
Brake Levers	Aluminum, 4-finger ergonomic with Kraton grip
Headset	FSA sealed, 1", threaded
Handlebar	North Road Aluminum, 25.4, 26mm rise, 570mm wide, 33° sweep
Stem	Aluminum, 25.4, quill-style
Tape/Grip	Kraton comfort
Saddle	Comfort
Seat Post	Rigid aluminum, 27.2mm
Fenders	Polycarbonate, 50mm, stainless fittings
Headlight	B&M D Toplight Plus, standlight
Rear Carrier	Breezer tubular aluminum with integrated lock holster
Other	Chain guard, kickstand, bell, Kryptonite frame locking hardware

Zagster ADA Adaptive Bicycle Specifications as of the Effective Date

Workman Handy Upright Hand-Cycle

Frame	Aluminum 7005 series Recumbent or Upright
Fork	Cro-mo 4130
Color	Orange / Red
Head Sets	CS-560 1-1/8"
BB Parts	Tien Hsin TH-7420 Shell:68mm

Seat frame	Aluminum 7005 adjustable
Tire	Kenda K-193 20"x1.5"
Rim	Alex AL-DM24 20" 36H
Hub	F: Shimano Nexus 7SP / R:Alloy sealed bearing
Chainwheel	Apex FCS20 38T 170mm
Freewheel	Shimano hub sprocket 18T
Derailleur	Shimano Internal hub gear
Shifter	Twist Shift
Saddle	Cushion seat w/ sliding rail
Pedal	Foot rest w/ Velcro belt
Handlebar	Dual position hand grip pedals
Stem	Nil
Brake	Shimano Coaster brake / Dual pivot caliper brake
Brake Lever	HC-283AQ w/ parking brake function
Accessory	Carrier, flag, seat belt
Optional	Nil
Suspension Unit	Nil
Dimensions	U: 176cm(L) x 68cm(W) / R: 182cm(L) x 79cm(W)
Weight	U: 20.7kg / R:20.4kg

Other ADA Adaptive Bicycles/Tricycles

	SBST: Tandem Tricycle	PAV3 Tricycle	Mover 2626-CB Cargo Tricycle	MG-R Bicycle
Frame	Tandem Semi-Recumbent	Semi-Recumbent	Traditional Upright Tricycle	Cruiser
Color	Gloss White	Gloss White	Gloss White	Gloss White
Main Frame	Steel, Oversized tubing	Steel, Oversized tubing	Steel, Oversized tubing	18", Steel, 1" tubing
Rear Triangle	N/A	N/A	N/A	Steel, tapered
Fork	Steel	Steel	Steel	Steel
Crankset	Two (2) One piece Forged steel	One piece Forged steel	One piece Forged steel	One piece Forged steel
Bottom Bracket	Two (2) American Crusier	American Cruiser	American Cruiser	American Cruiser
Pedals	Neoprene, Boron axle	Neoprene, Boron axle	Neoprene, Boron axle	Neoprene, Boron axle
Shifter	Shimano Nexus	Shimano Nexus	Shimano Nexus	Shimano Nexus
Chain	1/2" x 3/16"	1/2" x 3/16"	1/2" x 3/16"	1/2" x 3/16"
Wheelset	Worksman Clincher, Steel	Worksman Clincher, Steel	Worksman Clincher, Steel	Worksman Clincher, Steel
F	20" x 2.125"	20" x 2.125"	26" x 2.125"	26" x 2.125"
R	24" x 2.125"	24" x 2.125"	26" x 2.125"	26" x 2.125"
Spokes	11 g.	11 g.	11 g.	11g.
Tires	Worksman, Hybrid Tread	Worksman, Hybrid Tread	Worksman, Hybrid Tread	Worksman, Hybrid Tread
Brakes				
F	Drum	Drum	Drum	None (Drum Optional)
R	Shimano E-110 Coaster	Shimano E-110 Coaster	Shimano E-110 Coaster	Shimano E-110 Coaster
Headset	Wald, traditional American	Wald, traditional American	Wald, traditional American	Wald, traditional American
Handlebar	Steel, tiller style	Steel, tiller style	9" junior hi-rise, steel	3" Cruiser, steel
Stem	Unique: steel	Unique: steel	5 1/5" steel quill	5 1/5" steel quill
Grips	Worksman Kralon, siped	Worksman Kralon, siped	Worksman Kralon, siped	Worksman Kralon, siped
Saddle	Two (2) Tractor-style, molded vinyl	Tractor-style, molded vinyl	10" double spring cruiser, vinyl	10" double spring cruiser, vinyl
Seat Post	None (seat rails)	None (seat rails)	Column, steel	Column, steel
Fenders	Steel	Steel	Polycarbonate	Polycarbonate
Chainguard	Polycarbonate	Polycarbonate	Polycarbonate	Polycarbonate
Other	7/8" machined rear axle	7/8" machined rear	7/8" machined rear axle	Knockout front hub

	Adjustable rear bearings	axle Adjustable rear bearings	Adjustable rear bearings 23"x23" x18" steel cabinet- rear	
Height	35"	35	45"	45"
Length	73"	76	57	60"
Width	44.5"	33	33	10"
Weight				
Capacity	600 lbs	350 lbs	500 lbs	350 lbs

Image	Item	Description	Unit Price
	Tricycle	Personal Activity Vehicle PAV3-3CB	\$5,746.66
	Upright Hand Cycle	Handy Upright Hand Cycle HH57	\$6,430
	Heavy Duty	MG-R Unisex Comfort Bike – Heavy Duty	\$5,198.50

	Side-By-Side Tandem	Side-By-Side "Team Dual" Tricycle SBST-3CB	\$6,323.60
	Cargo	Mover Industrial Tricycle M2626-3CB	\$5,758.67

Attachment F to Schedule A

Notice re: Rider's Usage Information

Rider: _____ (the "Rider")

Rider Since: _____

Rider Contract Last Revised: May 9th, 2014

This Contract is a bike-sharing/rental service subscription contract between Zagster, Inc. ("Zagster") and the Rider. All Riders are required to accept and comply with the terms and conditions set forth herein. By accepting the terms and conditions of this Contract and using Zagster's services you accept and agree to comply with the terms and conditions of this Contract, as it may be amended from time to time.

IF YOU DO NOT ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT, THEN YOU ARE NOT AUTHORIZED TO USE ANY ZAGSTER BIKE OR SERVICE.

If you have any questions regarding this Contract, please contact us via email at info@zagster.com or by telephone at 1-202- 99WEZAG.

Zagster reserves the right to change the terms of this Contract, including any associated Schedules, from time to time and shall give notice of such changes to the Rider in a timely manner. Notice to Riders shall be considered given when such notice is indicated and accessible from the first page accessed after the Rider log-on to the Zagster website www.zagster.com or by email to the Rider address provided to Zagster in the Rider's application or most recently provided to Zagster. If you are a Rider, and you so request (via an email to us at the address provided above), we will email you a notice of the amended terms and conditions. You agree that the amended terms and conditions of this Contract shall be effective and binding on you upon the effective date indicated in such notice or on the date posted on Zagster's website.

Certain provisions of this Contract and the Rules related to your use of Zagster bike and services may vary based upon the jurisdiction in which you rent or use a Zagster bike. For example, you may be required by law to wear a helmet in certain cities or jurisdictions (or, if applicable, by province or state) in which you are utilizing the Zagster bike and certain different or additional fees and policies may apply. The Contracts applicable to all jurisdictions in which Zagster bikes may be reserved are available through the Zagster websites.

1. Definitions

In this Contract, the following definitions apply:

- a. "Rider" or "you": The person registered as the Rider.
- b. "Contract": This Ridership Contract and related Schedules, whether made available in print or electronically through Zagster's web sites. The Schedules, if any, are an integral part of this Contract and are incorporated herein by reference.
- c. "Rules": All the rules, guidelines or policies of Zagster related to a Rider's use of the Zagster service, whether set forth in this Contract, appearing elsewhere on Zagster's web sites or otherwise issued from time to time by Zagster, including, specifically and without limitation, those set forth in the Rules for Bike Use.
- d. "Schedules": All the schedules and policies referenced in or incorporated into this Contract.

2. Basic Terms of Use of the Zagster Service

2.1 This Contract is a bike-sharing/rental service subscription contract offered by Zagster but does not in itself confer any right to use any Zagster bike or service. A Rider may only use Zagster's bikes and/or services, to the extent available, in accordance with the terms of this Contract and subject to paying all applicable fees and charges.

2.2 Zagster is the owner of any item it provides to, or puts at, the Rider's disposal during the term of this Contract, including specifically and without limitation, all Zagster bikes, bike racks and locking mechanisms.

3. Eligibility

3.1 To be eligible for our service, the Rider must:

- -Be at least 18 years old;
- Be a valid member/resident/customer/student/guest of the partner community in which Zagster has contracted with; and
- Accurately, truthfully and fully complete the application process with Zagster and deliver all information requested in the application.

3.2 Satisfying the foregoing criteria does not automatically give an applicant the right to become a Zagster Rider. Acceptance of the applicant's Ridership is subject to approval by Zagster and/or its partners in their sole discretion, and, without limiting the foregoing, Ridership may be denied based upon additional criteria established from time to time by Zagster and/or its insurance providers.

3.3 The Rider represents and warrants to Zagster that it has received all reasonable explanations concerning the content of this Contract, including all Schedules currently in force, and that it has carefully reviewed its commitments and obligations hereunder.

4. Fees and Responsibilities of the Rider

4.1 The Rider promises to pay Zagster all applicable application and Ridership fees associated with the Rider's plan as listed in the associated Ridership and Rental Rates Schedule. Application fees are not refundable, regardless of whether or not the application is accepted by Zagster or a Rider's Ridership terminates. A Rider's initial (first year's) Ridership fee is only refundable if a Rider terminates Ridership within the first thirty (30) days of Ridership. To cancel Zagster Ridership, call us at 1-202-99WEZAG.

An application fee will be payable if a new Ridership application is resubmitted more than 90 days after a Rider's account with Zagster is closed.

4.2 The Rider shall pay all fees and costs incurred when due, including application fees, Ridership fees (which are automatically charged annually), usage charges and other costs and fees. Riders are billed for usage fees, costs incurred and for any fees incurred via credit card or other means as established by Zagster. Any Rider account which is delinquent will be suspended. Any credit or debit card provided by the Rider to Zagster for billing which is rejected may result in suspension of the Rider's Ridership. Riders are responsible for providing and maintaining current credit card or debit card information on file with Zagster. Ongoing issues with credit card billings may result in termination of Ridership. Under no circumstances will Zagster be responsible for any overdraft or other fees charged by a Rider's credit card company or bank. For delinquent accounts, Zagster may also change how credit is offered to the Rider and/or terminate the Rider's account. In addition, Zagster may utilize third parties to collect amounts owed to Zagster by a Rider.

4.3 Riders are responsible for providing and maintaining current email, mobile phone, mailing address and other account information. Telephone calls, email correspondence and social media communications with Zagster may be recorded or monitored. By using these communication methods you are consenting to the recording or monitoring of your calls, emails and social media communications

5. Damages

5.1 Damages Generally: A Rider is responsible for the full value of any damages caused to Zagster's property or the property of all third parties during the entire time while the Rider is responsible for a Zagster bike. Without

limiting the foregoing, a Rider is responsible for any and all damage that occurs to a Zagster bike while in the Rider's possession or control (the entire time the bike is reserved under the Rider's account) even if damage is weather-related or arises from similar causes.

6. Insurance

Zagster does not provide any insurance to Riders. The service is provided "as is" and the Rider assumes all risks associated with using the service.

7. Term and Termination

7.1 This Contract shall commence upon the acceptance by Zagster of the Rider's completed Ridership application and the payment of any applicable fees. This contract term shall continue until such time as Ridership is canceled in accordance with this Section 7. A Rider may terminate Ridership upon one day prior notice by calling us at 1-202-99WEZAG. Zagster may terminate this Contract at any time upon no less than thirty (30) days notice to the Rider. With respect to any termination or cancellation of this Contract, the Rider shall remain responsible for any fees, costs or expenses incurred prior to termination of this Contract.

7.2 In addition, Zagster may upon notice to the Rider, immediately terminate this Contract if the Rider (a) fails to pay any sum due under this Contract, (b) fails to comply with any term or condition specified in the Contract or any Rules, (c) engages in any activities or conduct that Zagster, in its reasonable discretion, determines to be inappropriate, abusive or otherwise unacceptable; or (d) is not paying its debts as such debts generally become due, becomes insolvent, files or has filed against it a petition (or other document) under any bankruptcy law or similar law that is unresolved within sixty (60) days of the filing of such petition (or document), proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes a general assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession of any of its property or business. No Ridership or other fees will be refunded in the event of termination pursuant to this Section 7.2.

7.3 Upon termination, all of the Rider's rights to use Zagster's services and bikes shall immediately terminate. The Rider agrees to return immediately to Zagster any bike or any other property of Zagster that the Rider has in the Rider's possession. Additionally, the Rider shall be responsible for and agrees to pay any legal fees, court costs or expenses associated with enforcing the terms of this Contract, whether upon termination or otherwise (including, without limitation, any costs relating to recovering any of the foregoing property or any amounts due and owing to Zagster).

8. Limitations of Liability

8.1 UNDER NO CIRCUMSTANCES WILL ZAGSTER BE LIABLE TO ANY RIDER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS CONTRACT OR USE OF THE ZAGSTER SERVICES. Without limiting the foregoing, Zagster shall have no liability for any loss of, or damage to, any goods on the bike, any loss, damage or injury resulting to third parties from the use of a Zagster bike, or from the use of any bike accessories (bicycle racks, baby seats, etc.), whether supplied by Zagster or by a Rider (the Rider is responsible for the safe installation of such accessories and must check the condition of such accessories before each use).

8.2 THE RIDER ACKNOWLEDGES AND AGREES THAT ZAGSTER'S SERVICES INVOLVE SOME HAZARDS AND DANGERS AND THAT THE RIDER'S USE OF SUCH SERVICES IS ENTIRELY VOLUNTARY. BY USING ZAGSTER'S SERVICES, THE RIDER (A) ASSUMES ALL RISKS OF INJURY, LOSS OF LIFE AND DAMAGE TO PERSON AND PROPERTY THAT MAY OCCUR IN CONNECTION WITH THE SERVICES, (B) WAIVES, RELEASES AND HOLDS HARMLESS ZAGSTER AND ITS AFFILIATED COMPANIES AND THEIR OFFICERS, DIRECTORS, STOCKHOLDERS, RIDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES FROM ANY CLAIMS, DAMAGES, LIABILITIES, RIGHTS AND CAUSES OF ACTION ARISING IN CONNECTION WITH OR RESULTING FROM THE

RIDER'S USE OF THE SERVICES AND (C) AGREES THAT THE RIDER, THE RIDER'S FAMILY RIDERS AND THE RIDER'S SUCCESSORS, ASSIGNS, HEIRS AND LEGAL REPRESENTATIVES WILL NOT MAKE ANY CLAIM AGAINST ZAGSTER AND ITS AFFILIATED COMPANIES AND THEIR OFFICERS, DIRECTORS, STOCKHOLDERS, RIDERS, EMPLOYEES AGENTS AND REPRESENTATIVES WITH RESPECT TO THE CLAIMS, DAMAGES, LIABILITIES, RIGHTS AND CAUSES OF ACTION THE RIDER IS RELEASING AND WAIVING HEREIN. THE RIDER HEREBY REPRESENTS AND WARRANTS THAT THE RIDER HAS READ THIS CONTRACT AND FULLY UNDERSTANDS THAT BY ACCEPTING THIS CONTRACT, OR USING ZAGSTER'S SERVICES, THE RIDER IS GIVING UP LEGAL RIGHTS AND/OR REMEDIES THAT MAY BE AVAILABLE TO THE RIDER.

9. Miscellaneous Provisions

9.1 By completing the registration forms and becoming a Zagster Rider, the Rider represents and warrants to Zagster that the Rider has received all explanations as the Rider may have reasonably requested concerning the content of this Contract, including all Schedules, and that the Rider has carefully reviewed and understands the Rider's commitments and obligations hereunder. The Rider also represents that the Rider has reviewed and understands the Zagster Privacy Policy and acknowledges that any information shared by, or collected from or about, the Rider may be used by Zagster in accordance with the terms of the Privacy Policy as it may be amended from time to time.

9.2 The rights granted to the Rider under this Contract are not assignable or transferable, in whole or in part. Any attempt to transfer this Contract without the written consent of Zagster shall be void and of no force and effect. Zagster may assign this Contract to an affiliate or to another entity in connection with a corporate transaction or otherwise.

9.3 No delay or omission by Zagster to exercise any right or power occurring upon any noncompliance or default by the Rider with respect to any of the terms of this Contract shall impair any such right or power or be construed to be a waiver thereof. Any waiver by Zagster of any covenant, condition, or agreement to be performed by the Rider shall not be deemed to be a waiver of any prior or subsequent breach of the same, or of any other covenant, condition, or agreement hereunder. Unless stated otherwise, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

9.4 If any term, provision, covenant or condition of this Contract is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if this Contract had been executed with the invalid portion eliminated. The parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.

9.5 This Contract is governed by the laws in force in the Commonwealth of Massachusetts and shall be interpreted according to the internal laws of such Commonwealth, without reference to its conflicts of laws or choice of law rules. All disputes hereunder shall be resolved solely in the applicable state or federal courts of Massachusetts. The parties hereby consent to the exclusive jurisdiction of such courts, agree to accept service of process by mail and waive any jurisdictional or venue defenses otherwise available.

9.6 Any notices or communication required or permitted to be given to the Rider shall be in writing and shall be sufficiently given if delivered by email or mailed to the Rider at the email or postage address provided to Zagster in the Rider's completed registration or as updated by the Rider and on file with Zagster. Any notices or communication required or permitted to be given to Zagster shall be in writing and shall be sufficiently given if delivered via email or mailed as follows:

Zagster, Inc.

24 Thorndike St. Suite 2
Cambridge, MA 02141
Email: info@zagster.com

Any notice delivered via email shall be deemed to have been received on the first business day after which it was sent, unless the sending party is notified that the email address is invalid. Any notice sent by letter shall be deemed to have been received on the fourth business day after it was posted.

10. Rules of Bike Use

- A user may not lend, rent or assign his or her bike or lock key, which is the property of Zagster, or use the same for purposes which are contrary to the provisions hereof.
- A user is expressly forbidden from allowing any third party to use the bicycle, which is the property of the Zagster, in any way whatsoever, whether free of charge or not.

10.2 The use of a Zagster bike under the following conditions is prohibited

- a. any speed race or competition
- b. for the primary business purpose of transporting people or operating a taxi service;
- c. by any person who is under the influence of (i) alcohol or (ii) any drug or medication under the effects of which the operation of a bicycle is prohibited or not recommended
- d. in the carrying out of any crime or for any other illegal activity or purpose;
- e. in an imprudent, negligent, or abusive manner or any other abnormal use of a bike;
- f. by any person who has provided Zagster with false information or whose representations are determined to be false (including, without limitation, regarding his/her name, age, or address);
- g. outside of the designated hours of operations

The foregoing examples are not intended to be exhaustive. Any unreasonable or inappropriate use of a Zagster bike, as determined by Zagster in its sole discretion, may be deemed a violation of these Rules. Without limiting the foregoing, Riders must always use Zagster bike in accordance with all applicable laws and regulations. Zagster may report to the authorities any use of a Zagster bike or other activities that are in violation of law.

Zagster may immediately suspend or terminate the use of its service by any Rider for a violation of any of these Rules. Upon suspension or termination, any existing reservations for the Rider may be canceled by Zagster at its sole discretion. In addition, Riders will be responsible for any and all costs, charges, fees and expenses incurred by Zagster as a result of a breach of any of these Rules.

11. Reserving a Zagster Bike

11.1 The minimum period for which a Zagster bike may be rented is one hour. If the Zagster bike is available, a rental may be extended in one hour increments thereafter as provided in Section 11.2 below. Use of a bike for a period of longer than designated rental period may be authorized at Zagster's discretion and must be arranged with a Zagster representative.

11.2 Extending and Ending Rentals

If you wish to extend a rental, you may do so only if (i) the bike is available for use for the extension period (for example, some location have restricted hours of use and require that the bikes are returned prior to the building being locked), (ii) the request to extend is completed prior to the scheduled expiration time of your existing reservation and (iii) you have sufficient credit/funds available on the credit/debit card used to make the reservation to pay for the extension.

You must pick up the selected bike at its designated Zagster bike rack and return it secured and in good working order, to the correct and designated Zagster bike rack by no later than the end time of your reservation. At the end of

your rental period you are required to text the word "end" and the bike number to Zagster. Users who fail to notify Zagster of the end of their rental could be subject to additional fees, as outlined in the Fee Policy (schedule 1).

12. RESPONSIBILITIES AND RECOMMENDATIONS

The Rider is responsible, prior to using the bicycle, to perform a simple check of the principal visible functional components thereof, including (without limitation) to ensure that:

- (i) the seat, pedals and basket are properly attached;
- (ii) the bell, brakes and any lighting, if any, are functioning properly; and
- (iii) the frame and tires are generally in good working condition.

Or any other condition that may render the bicycle unsafe to operate.

The Rider is furthermore advised:

- (i) to adjust braking distance in bad weather;
- (ii) to adjust the height of the seat to the Rider's morphology;
- (iii) to wear a suitable helmet and clothing; and
- (iv) to respect the Highway Safety Code in force at the time the Rider is making use of the Service (e.g.: observing traffic lights and signs, using hand signals and refraining from riding on the sidewalk, etc.).

If Zagster is not notified of a problem at the start of a rental, you will be deemed to be responsible for any problem with the bike discovered or reported after your rental. Failure to report damage may also result in the suspension or termination of your Zagster Ridership.

The key, key fob or other locking device to the bike must be attached to the Zagster bike and/or be returned to its designated position within the lockbox at the conclusion of the rental. The bike must be locked (using your designated pin code and the lock provided) at all times when it is not in use during your rental. You must advise Zagster immediately if you fail to leave the key/fob/locking device attached to the bike and secured in the locked lockbox. You will be charged the hourly rate for the bike until the key/fob/starting device is returned and you will remain responsible for the bike during such period. You may also be charged a fee to replace any of the items missing from the bike.

Stolen bikes must be immediately reported.

13. Incidents.

31.1 In case of an incident involving property damage or any third party, the Rider must fill out an official police report form, and, if possible, provide a jointly agreed-upon statement, complete Zagster's incident report form, and obtain the following information:

- a. Date, time, and place of incident;
- b. The license plate numbers of any other vehicles involved, their make and year, their identification number (serial number), and the insurance certificate's number (with name, address and phone number of the insurance agent);
- c. The names, addresses, and driver's license numbers of the persons involved in the incident;
- d. The name, address, and driver's license number of the owner of the car (if he or she is not the driver);
- e. The name, addresses, and phone number of witnesses, passengers, and any other involved persons;

f.Circumstances of the incident; and

g.A police report is required regardless of liability or fault.

13.2 *Investigation and procedure.* Riders must provide to Zagster and any other claims adjustment service the findings of any report or any notice relating to a claim or a lawsuit against Zagster regarding any incident involving a Zagster bike. Riders agree to cooperate fully with Zagster in the investigation and defense of any such claim or lawsuit. A Rider's account will be suspended until the investigation has been concluded.

The schedules constitute an integral part of this Contract:

Schedule (i): Ridership and Rental Rates Schedule

The yearly Ridership fee is subject to the association you join, (link)

The daily rate for a bike rental is: (like to association rate).

Schedule (ii): Fees

If the bike is not returned by the specified due date and time, there will be applicable fees(link to association)

Schedule B

City Real Estate and Related Use Obligations

1. License to Use City Real Estate.

During the Term of this Agreement:

- a. City shall permit Zagster personnel to access each Location, at mutually agreed dates and times, to: (i) perform the Site Survey, take pictures of the Locations, and otherwise review and inspect the Locations with City personnel to determine the Locations; and (ii) set-up and install the Zagster Bicycles and Zagster Signage at the Locations, including installation of appropriate bicycle docking stations to be provided by Zagster, and to take pictures of the Zagster Bicycles as installed at each Location;
- b. Subject to the terms and conditions contained in this Agreement, City does hereby grant a limited, non-exclusive and non-transferable license to use a mutually agreed to specified square footage area (collectively, "Licensed Property") to enable Zagster to perform its obligations under this Agreement, including without limitation, (i) access by Zagster personnel to the Licensed Property on a 24x7x365 basis to provide the Maintenance Services and install the Zagster Signage, docking stations and Zagster Bicycles, and (ii) as may be agreed to from time to time in writing, provide the necessary additional space for any mutually agreed to increase in the number of Zagster Bicycles and/or docking stations. Notwithstanding the foregoing, access to the Licensed Property shall be subject to force majeure and reasonable restrictions due to re-paving, sidewalk repairs, construction or other work being performed by or on behalf of City, provided such reasonable restrictions last for no longer than thirty (30) days. In the event access to Licensed Property is impeded due to force majeure or construction or work being performed by or on behalf of City for longer than a reasonable period, City shall work with Zagster to facilitate relocation of any impacted Locations. For clarity and as required in Section 1.b. of Schedule A, the parties shall create and maintain a current detailed description of each Licensed Property at all times during the Term of this Agreement. The license granted hereunder is not to be construed as in any way granting to Zagster any leasehold or other real property interest in the Licensed Property; it being intended that this license merely grants a license to enter upon and use the Licensed Property during the term in accordance with the terms and conditions hereof;
- c. City shall provide power at each Licensed Property wherever City reasonably determines in its sole discretion it is reasonably possible to do so, at the cost and expense of City. Zagster, at its sole cost and expense, shall provide alternative power solutions to those stations, subject to the review and approval of City, where City determines that it is not reasonably possible for City to provide power;
- d. City shall maintain the Locations clean and debris-free;
- e. City shall maintain the property in immediate proximity to the Locations in accordance with then current City standards and practices;
- f. City shall permit Zagster to pilot new technology enhancements from time to time with prior written notice to and consent of City, which shall not be unreasonably withheld; and
- g. City shall provide storage space for the Zagster Bicycles, stations and related materials in a secure location until Zagster personnel are able to install same, which such installation by Zagster shall be completed within ten (10) business days following receipt of each shipment. During the storage period, such storage space shall be considered part of the "Licensed Property" for purposes of this Agreement. City shall provide access to and use of City's designated trash facilities in connection with the disposal of shipping materials of such shipments.

Notwithstanding anything to the contrary contained herein, it is hereby expressly understood and agreed by Zagster that:

- (i) it shall have a representative present at City to accept delivery of any such goods and that City shall not take custody of the goods on Zagster's behalf;
- (ii) any inspection or other study or analysis of any goods to be stored in the storage space shall be performed solely by and at Zagster's expense;
- (iii) notwithstanding clauses (i) and (ii) above, a representative of City shall be present while delivery is occurring and inventory is being inspected by Zagster;
- (iv) during the storage period, Zagster shall be granted access to such storage space during City's regular business hours and upon prior reasonable notice to City. During all such access, any and all Zagster representatives shall be accompanied by a City representative; and
- (v) Zagster assumes liability for all of its tools, materials, goods and equipment, including, without limitation, all goods in the storage space described above.

2. Use; Installations.

- a. Zagster hereby agrees that: (i) the Licensed Property shall be used by it solely for purposes of rendering Zagster Services to City pursuant to this Agreement; (ii) its use of the Licensed Property, including without limitation, the performance of the Maintenance Services hereunder, shall be in compliance with all applicable federal, state and local laws and ordinances and City policies and regulations and such other reasonable rules provided by City in writing as directed by City from time to time; (iii) it shall keep the Licensed Property clean and in good order and condition; and (iv) at its sole cost and expense, it shall be responsible for all repairs, restorations and other damage to the Licensed Property caused by its negligence, misfeasance or malfeasance by its use of the Locations. Zagster further acknowledges and agrees that the Licensed Property is being delivered to it and it shall accept the Licensed Property in its "as is" condition. City has not made nor does it make any representations or promises with respect to the Licensed Property.
- b. Any installations, alterations, improvements or work necessary or desirable to make the Licensed Property suitable for Zagster's use and occupancy, including the installation of each Zagster station, signage or any wiring (except any wiring necessary for City power requirements described in Section 1.c. of this Schedule B) shall be performed by Zagster at Zagster's own cost and expense and in a good and workmanlike manner (hereinafter called "Zagster's Work"). Zagster's Work to be performed by Zagster in the Licensed Property shall be subject to the following conditions:
 - (i) Prior to commencing Zagster's Work, all plans and specifications therefor shall be submitted to City for City's prior written review and approval. City's approval of any plans and specifications shall not be deemed a representation that the same are in compliance with applicable legal requirements;
 - (ii) City shall not be responsible for (x) any structural defect, latent or otherwise, in the Licensed Property, resulting from or arising out of alteration, installation, addition or improvement in or to the Licensed Property by or for Zagster, or (y) any damage to the Licensed Property or to any person or goods or things contained or placed thereon, therein or in the vicinity thereof except to the extent caused by City or its employees or contractors; and
 - (iii) All work to be performed by Zagster shall be done in a manner which will not unreasonably interfere with or disturb City or its constituents.
- c. Zagster represents, warrants and covenants that neither it nor its employees, agents or contractors will bring, generate, store, use or dispose of hazardous substances at the Licensed Property in violation of any environmental laws.
- d. Zagster shall use the Licensed Property in a manner that shall not create a nuisance or cause interference with its use by City and its constituents, including vehicle or pedestrian traffic. Zagster shall take all reasonable steps, and shall cause its contractors and employees to take all reasonable steps, to minimize any and all inconvenience, annoyance, noise or discomfort to the City or its constituents. If any damage occurs to the Licensed Property, or if any repairs or replacements need to be made to the Licensed Property as a result of Zagster's acts or omissions, or the acts or

omissions of its employees or contractors, Zagster shall pay City for any such damage, repairs or replacements upon demand by City.

- 3. City Representation and Warranties.** City represents and warrants that: (i) this Agreement has been duly approved by all necessary action of City; (ii) it has full power and authority to enter into and execute this Agreement; and (iii) this Agreement is valid, binding and enforceable in accordance with its terms.

4. Further Assurances.

- a. Information. Following the Effective Date, as an accommodation to Zagster, City shall provide to Zagster the information and written materials which it may have in its possession as reasonably requested by Zagster in order for it to implement the Zagster Services at the Licensed Property, provided that (i) City shall not be obligated to expend any funds in connection with providing same and (ii) City is not representing or warranting to the accuracy or completeness of any information or written materials so provided.
- b. City Contact. City shall assign and maintain an appropriate City contact who shall, among other things, (i) have responsibility for all interactions with Zagster regarding matters covered by this Agreement, and (ii) be reasonably accessible to Zagster during normal City business hours. City shall provide a list of staff members who are authorized to interact with Zagster pursuant to this Section.

5. Zagster Bicycles.

- a. City shall use reasonable efforts to report any maintenance issues relating to Zagster Bicycles or the Zagster stations at any Licensed Property. Such reasonable efforts by City shall be construed only to mean a general visual inspection to look for flat tires, obvious and material cosmetic defects to Zagster Bicycles and/or stations, and graffiti. Without otherwise limiting its obligations under this Agreement, Zagster shall respond to all maintenance issues reported by City in accordance with its obligations set forth in Schedule A and with respect to any other issues arising from this Agreement within seventy-two (72) hours of City reporting such issue to Zagster.
- b. City shall use its reasonable efforts to promptly remove all non-Zagster bicycles from the Zagster stations at the Locations of which it may become aware. City shall have the right but not the obligation to remove Zagster Bicycles which are or are likely to become an immediate threat to safety or pose a substantial nuisance that are inappropriately parked at places other than the Locations, with notice to Zagster.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is effective this 25 day of February, 2016, between the University of Maryland, (hereinafter the "University") and the City of College Park (hereinafter the "City"), referred to herein collectively as "the Parties".

WHEREAS, the City and the University have each applied for and been granted Bikeshare program funding from the State of Maryland Department of Transportation ("Department"); and

WHEREAS, the City and the University have each endorsed a Bikesharing Grant Project Agreement with the Department; and

WHEREAS, the funding received by the Parties, plus other sources of funds received, will allow the University to install seven (7) bikeshare station locations and will allow the City to install seven (7) bikeshare station locations, together with 125 associated bicycles and maintenance and operations services ("Initial Launch"); and

WHEREAS, the Parties recognize that additional station locations and bicycles may be added to the Initial Launch by the University or the City, subject to that party providing the funds for installation and operation; and

WHEREAS, the City and the University have determined that, to maximize the benefits of their respective grants and to achieve their respective bikeshare program goals and the purchase, installation and operation of bikeshare stations and bicycles, it is appropriate to coordinate their efforts and to create a City/University Bikeshare System; and

WHEREAS, the Parties have reached an agreement to coordinate their efforts, as set out in this MOU.

NOW, THEREFORE, the Parties in consideration of the promises exchanged herein, the receipt and sufficiency of which are mutually acknowledged, agree as follows;

1. The recitals set forth above as well as the foregoing “NOW, THEREFORE,” are incorporated herein as operative provisions of the MOU.
2. The initial term of this MOU shall commence on the Effective Date and, unless terminated earlier in accordance herewith, shall continue for a period of three (3) years from the Initial Launch Date. The Initial Launch Date is the date on which the City/University Bikeshare System fourteen locations and 125 associated bicycles are installed and operational.
3. The Parties agree that this MOU applies to the seven (7) bikeshare station locations that the University will install and the seven (7) bikeshare station locations that the City will install, together with 125 associated bicycles and maintenance and operations services, using the funds provided through the Bikesharing Grant Project administered by the Department and funds received from other sources (“Initial Launch”). The bikeshare station locations are more particularly described on attached Exhibit A. The University has obtained Facilities Council approval for the installation of all campus locations. It is recognized by the Parties that the location of the stations reflected in Exhibit A may be changed as appropriate. Additional bikeshare station locations (“Additional Locations”) and additional bicycles (“Additional Bicycles”) may be added to the Project by the University or the City, subject to funding by that party of installation and operations.
4. The City and the University have jointly selected a contractor, Zagster, Inc. (“Contractor”), to install the Initial Launch, and maintain the said bikeshare station locations and bicycles for a term of three years, together with any Additional Locations and Additional Bicycles included during that period. The City and the University of Maryland will each pay one-half of the One-Time Fee of \$650,500.00 for the Initial Launch, to include the fourteen (14) station set-up and parking spaces installation for \$65,500.00, and 125 initial bicycles at a

price of \$585,000.00. The University has indicated its intention to specify five initial bicycles as ADA compliant, and will assume the increase in cost for those bicycles. The party placing the order for installation with the Contractor shall bear the cost of any Additional Locations and Additional Bicycles.

5. The City and University may develop a joint project name, logo, color scheme and any other branding specifications for use with the project.
6. The Parties anticipate that the Project will generate revenues from subscription and user fees and from advertising and sponsorship fees. Subscription fees are those fees paid by subscribers to the City/University Bikeshare System. Usage fees are the fees attributable to bicycles rented in (trips initiated from stations in) the City or on the campus of the University. Sponsorship fees are the fees attributable to payments by sponsors for the opportunity to add their logo to a bikeshare station location signage and/or to the basket on each sponsored bicycle. The City and the University agree to share the net proceeds attributable to the Initial Launch, after deducting all costs of the Program, so that each party receives one-half of the proceeds from the locations and bicycles included in the Initial Launch. The Parties recognize that either party may obtain Additional Locations and/or Additional Bicycles from the Contractor after the Initial Launch. The net proceeds derived from Additional Locations and Additional Bicycles shall be divided between the parties on a pro rata basis based on the number of Additional Bicycles obtained by each party from the Contractor.
7. The City and the University agree to share information and to work jointly to file periodic reports pursuant to the requirements of their respective Bikesharing Grant Project Agreements.

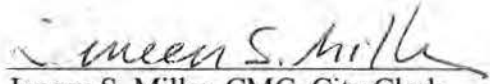
8. The City and the University agree to attend periodic meetings, no less than quarterly, to review performance of the goals of the Program.
9. The Parties agree to cooperate in publicizing the Program.
10. Subject to and without waiving common law and other governmental immunities and the provisions §5-301 et seq., Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, the City agrees to indemnify, save harmless and defend the University from and against any and all claims, demands, suits, liabilities, losses, damages, judgments, and payments including attorney fees claimed or made by persons not party to this Agreement which may in any way accrue against the University as a result of the negligent or intentional acts of the City, its agents, servants and employees. Subject to and without waiving common law and other governmental immunities and the provisions §12-101 et seq., Maryland Tort Claims Act, State Government Article, Annotated Code of Maryland, the University agrees to indemnify, save harmless and defend the City from and against any and all claims, demands, suits, liabilities, losses, damages, judgments, and payments including attorney fees claimed or made by persons not party to this Agreement which may in any way accrue against the City as a result of the negligent or intentional acts of the University, its agents, servants and employees.
11. The terms and conditions of this MOU shall be governed by the laws of the State of Maryland and Prince George's County, Maryland.
12. The Parties shall not discriminate in employment because of religion, race, sex, age, color, occupation, familial status, marital status, political opinion, personal appearance, sexual orientation, physical/mental handicaps or national origin.

13. Failure of either party to enforce any provision or terms of this MOU shall not be deemed a waiver of said provision and terms.
14. No changes, modifications or amendments shall be effective for any purpose without prior written approval of the Parties.
15. Notwithstanding anything to the contrary herein, this MOU may be terminated upon the breach by either party of any of the terms of this MOU. In such event, the non-breaching party may terminate this MOU immediately. This provision shall not limit either party in exercising any other rights or remedies it may have.
16. The performance of work or delivery of services under this MOU may be terminated in whole or in part at any time upon written notice when either party determines that such termination is in its best interest. The terminating party will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination, and for those contract obligations undertaken pursuant to Paragraph 4 of this MOU. The Parties recognize that the Project is part of an effort to construct an area-wide bikeshare system, and that each of the parts of the Project are important to this effort. As a result, in the event of termination for cause or for convenience, the Parties will make reasonable efforts to ensure that each of the viable bikeshare stations continues to operate.
17. In the event that any provision of this MOU shall be held invalid or not enforceable by any Court of competent jurisdiction, such provision shall not invalidate or render unenforceable any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST:

CITY OF COLLEGE PARK


Janeen S. Miller, CMC, City Clerk

By: 
Scott Somers, City Manager

WITNESS:

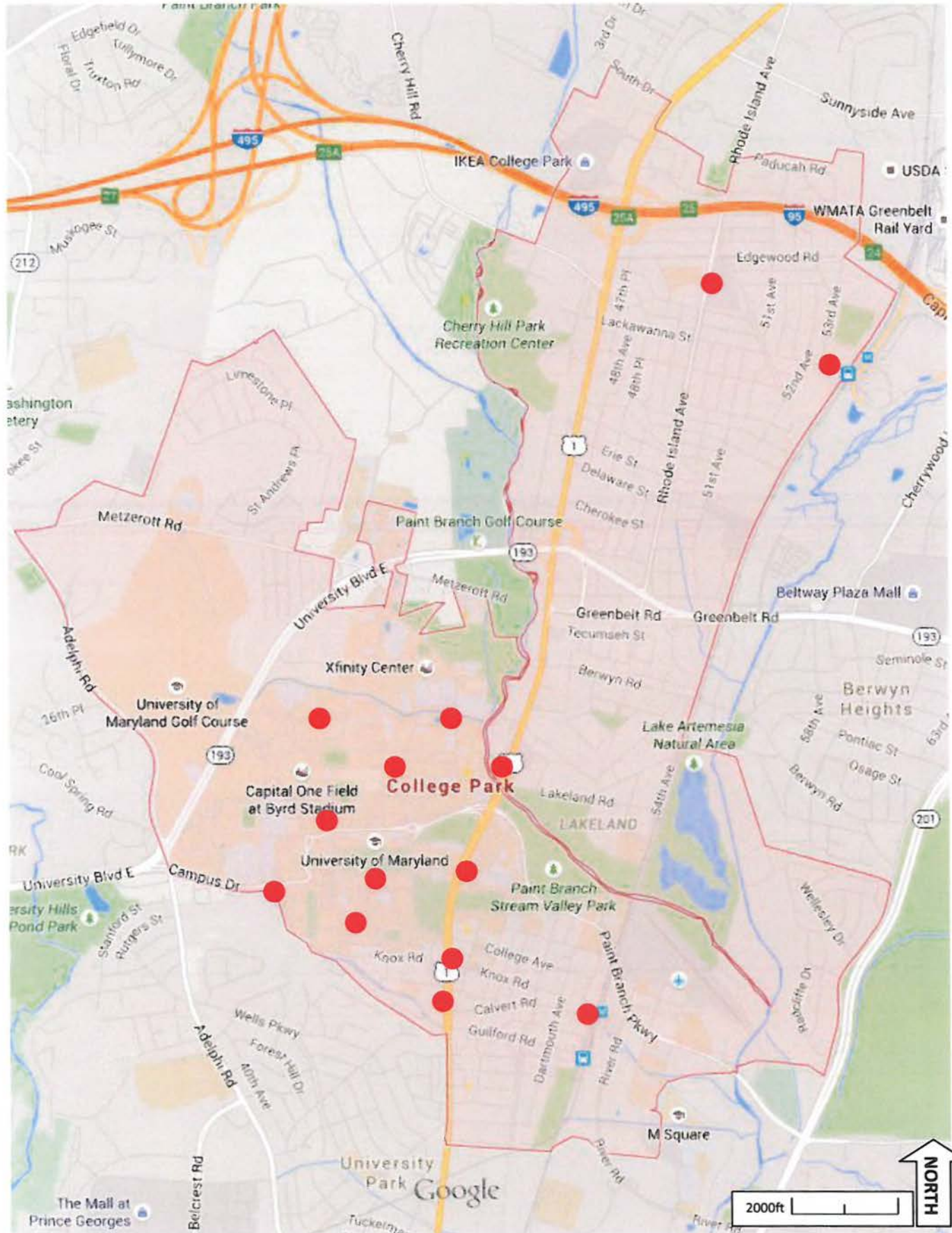
UNIVERSITY OF MARYLAND

By: 
David Allen, Executive Director, Transportation Services

APPROVED AS TO LEGAL SUFFICIENCY:


Suellen M. Ferguson
City Attorney

Proposed Bikeshare Stations - City of College Park and University of Maryland



mBike Proposal

College Park mBike Pricing - 3 year turn-key contract pricing discounted for shorter terms (for illustration purposes only)

Change numbers in yellow boxes and press enter

			Proposed New Term		
			22	Months	
Proposed Equipment	Unit Price	Qty	Cost of Original 36 Month Term	Discount	Total
Bikes (Total across all stations)	4,680	40	187,200	46,665	140,535
Stations (Per-station setup fee)	2,000	4	8,000	0	8,000
Racks (Automatically 2x the Bike Qty)	150	80	12,000	0	12,000
Total			207,200	46,665	160,535
City of College Park (Grant)					92,000
City of Hyattsville (Cash Lease)					68,535
					160,535
Bike price includes rebalancing and maintenance					
Note: Term assumes September 2017 - June 2019 (22 Months)					



Hyattsville City Council Agenda Item Report

Meeting Date: June 5, 2017

Submitted by: Candace Hollingsworth, Mayor

Submitting Department: Legislative

Item Type: Charter Amendment

Agenda Section: Discussion Items (10:10 p.m. - 11:10 p.m.)

SUBJECT

Charter Amendment - Selection of Officers (10 minutes)

Motion #

Discussion, Scheduled for Action on 7/17

Recommendation:

I move that the Mayor and Council modify § C2-3 of the Hyattsville Charter and Code as follows to provide for the selection of President and Vice President of the Council no later than the third Monday of July in each election year.

Sponsor(s):

Hollingsworth

ATTACHMENTS

[Draft Charter Amendment C2-3 5.17.17 cbh.docx](#)

Summary Background:

Each election year, newly sworn council members are assigned the task of selecting a Council President and Council Vice-President almost immediately after being sworn in to council. This charter amendment is proposed in order to allow for more time and opportunity to consider this important selection. It is accompanied by an update to the Council Rules of Procedure to include guidance on the process used to facilitate the selection of officers.

Next Steps:

1) Discussion 2) Public Hearing 3) Adoption

Fiscal Impact:

TBD - Legal review

City Administrator Comments:

NA

Community Engagement:

No community engagement has taken place. As this is a charter amendment, a public hearing is recommended prior to adoption.

Strategic Goals:

Goal 4 – Foster excellence in all City operations

Legal Review Required?

Pending

1 CHARTER AMENDMENT RESOLUTION _____

2 A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF
3 HYATTSVILLE, MARYLAND, adopted pursuant to the authority of Article XI-E of the
4 Constitution of Maryland and Title 4, Subtitle 3 of the Local Government Article of the
5 Annotated Code of Maryland (2013 Edition, as amended), to amend the Charter of the said City,
6 said Charter being a part of the public local laws of Maryland (1963 Edition, as amended), which
7 Article contains in whole or in part the Charter of the City of Hyattsville, Maryland, whereby the
8 Mayor and City Council seek to amend the City Charter to extend the time by which the Council
9 shall organize and elect its President and Vice President in an election year.

10 WHEREAS, the Mayor and City Council deem it appropriate to allow newly elected
11 members to be sworn in and the opportunity to familiarize themselves with the internal workings
12 of the City Council prior to determining which of its members should be President and Vice
13 President; and

14 WHEREAS, the Mayor and City Council deem it appropriate to extend the time by
15 which the City Council shall elect its President and Vice President from the third Monday in
16 May during an election year to the third Monday in July in an election year.

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

19 Section 1: That Section C2-3 of the Charter of the City of Hyattsville, Maryland, be
20 amended as follows:

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

22 A. The Council shall meet on the third Monday in May of each election year herein provided for,
23 when those members just elected shall qualify by taking the oath required by the provisions of §
24 C12-1 of this Charter. ~~and the Council shall proceed to organize by electing two (2) of their~~
25 ~~number President and Vice President of the Council.~~

26 B. The Council shall organize by electing two (2) of their number President and Vice President
27 of the Council. The election of the Council's President and Vice President Shall occur no earlier
28 than the Council's meeting on the third Monday of May of each election year and no later than
29 the third Monday of July of each election year.

30 ~~C. B.~~ (1) If a vacancy is created in the office of Mayor or any Council Member by reason of
31 death, refusal or inability to act, disqualification, resignation or removal beyond the corporate
32 limits of the City, then the remaining Council Members shall notify the board of supervisors of
33 elections to proceed to fill such vacancy by special election which must be held within 75 days
34 of the date the vacancy is created, for the balance of the term of the Mayor or that of a Council
35 Member. [Amended 12-7-98 by HR 98-07]

1 **D. G.** A special election shall not be required, and the vacancy shall remain, if the election is to
2 occur within 150 days of any regularly scheduled election. [Amended 12-7-98 by HR 98-07]

3 **E. D.** In the event that the special election is scheduled for a date when voting machines or other
4 equipment necessary to conduct the election are not available the election may be postponed for
5 no more than thirty (30) days. [Amended 12-7-98 by HR 98-07]

6 **F. E.** In the event of a vacancy in the Mayor's position, the President of the Council shall serve
7 as Mayor until such time as a new Mayor is elected. [Amended 12-7-98 by HR 98-07]

8 **G. F.** The Mayor shall preside at all meetings of the Council and shall have all the privileges of a
9 Councilman in debate and vote. The President of the Council shall, in the absence of the Mayor,
10 preside at all meetings. The Vice President shall, in the absence of the Mayor and President,
11 preside at all meetings.

12 **H. G.** The City Council shall hold two (2) regular monthly meetings on the first and third
13 Mondays of each month at 8:00 p.m.; except during the months of June and August, when there
14 shall be one (1) meeting on the first Monday of the month, and the months of July and
15 September, when there shall be one (1) meeting on the third Monday of the month, unless any of
16 said days is a legal holiday or a quorum should not be present. In such an event, the regular
17 meetings shall be held on the next business day when a quorum can be obtained or at such time
18 as the Mayor may designate, not more than one (1) week from the date that said meeting should
19 have been held. [Amended 9-23-92 by HR No. 3-92]

20 **I. H.** The regular meetings shall be open for the transaction of any business that may come
21 before the City Council for action, subject to such rules and regulations as the City Council may
22 determine.

23 **J. I.** Special meetings of the City Council may be convened by the Mayor or at the request of
24 five (5) members of the Council. Special meetings shall be confined to the business set out in the
25 call for such meetings unless there is unanimous consent of all Councilmen present to the
26 consideration of other matters.

27 **K. J.** The Mayor shall be the executive officer of the City with all the power necessary to secure
28 the enforcement of all City ordinances, resolutions and laws under this Charter.

29 **L. K.** Except as provided in Subsection B C, at all meetings of the City Council the Mayor and
30 five (5) Councilmen or, in the absence of the Mayor, six (6) Councilmen present shall constitute
31 a quorum for the transaction of business. At least six (6) affirmative votes shall be necessary for
32 the passage of all ordinances, resolutions or laws; and they shall take effect from the date of their
33 passage unless otherwise provided therein.

34 Section 2: That the date of the adoption of this Resolution is _____, and that
35 the amendment to the Charter of the City of Hyattsville hereby proposed by this enactment shall
36 be and become effective on [50 days], unless a proper petition for a referendum hereon shall be
37 filed by [40 days], and a fair summary of the Amendment shall be published in a newspaper

1 having general circulation in the City not less than four (4) times at weekly intervals by [40
2 days].

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

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

16 **INTRODUCED** by the Mayor and City Council of the City of Hyattsville, Maryland, at
17 a Regular Meeting on _____, 2017, at which meeting copies were available to
18 the public for inspection.

19 **ADOPTED** by the Mayor and City Council of the City of Hyattsville, Maryland, at a
20 Regular Meeting on _____, 2017, at which meeting copies were available to the
21 public for inspection.

Adopted: _____

Attest: _____
Mayor

22
23
24 {-} indicate deletions

25 Underline/**bold**/CAPS indicate additions/amendments to additions

26



Hyattsville City Council Agenda Item Report

Meeting Date: June 5, 2017

Submitted by: Candace Hollingsworth, Mayor

Submitting Department: Legislative

Item Type: Resolution

Agenda Section: Discussion Items (10:10 p.m. - 11:10 p.m.)

SUBJECT

Amendment to Rules of Procedure - Selection of Officers (10 minutes)

Motion

Discussion, Scheduled for Action on 7/17

Recommendation:

Subject to the adoption of Resolution No. ___, I move that the Mayor and Council modify the Council Rules of Procedures (Resolution 2017-___) as follows to set general guidelines governing the process for election of Council officers.

Sponsor(s):

Hollingsworth

ATTACHMENTS

[Rules of Procedure - Selection of Officers EICIV edits 5.17.17cbh.docx](#)

Summary Background:

Each election year, newly sworn council members are assigned the task of selecting a Council President and Council Vice-President almost immediately after being sworn in to council. This motion proposes an amendment to the Council's adopted rules of procedure to establish general guidelines for the process of selecting officers.

Next Steps:

1) Discussion 2) Action (following approval of Charter Amendment).

Fiscal Impact:

TBD - Legal Review

City Administrator Comments:

N/A

Community Engagement:

N/A

Strategic Goals:

Goal 4 – Foster excellence in all City operations

Legal Review Required?

Pending

Subject to the adoption of Resolution No. ____, I move that the Mayor and Council modify the Council Rules of Procedures (Resolution 2017-__) as follows to set general guidelines governing the process for election of Council officers.

SECTION 7 – ELECTION OF COUNCIL OFFICERS

A. General

The Council shall elect a President and Vice President in accordance with § C2-3 of the Hyattsville Charter and Code.

B. Qualifications

The Council shall determine the qualifications required for service as President and Vice President.

C. Process

The Mayor and Council may schedule no more than three (3) administrative meetings for the Council to consider the qualifications of the Councilmembers to be its officers. The process for selection of officers shall, at minimum, include:

- a. Discussion of qualifications.
- b. Nominations.
- c. Consensus on one (1) selection each for President and Vice President to be referred for formal adoption by the Hyattsville City Council.

No matter other than the selection of Council officers shall be discussed. The Clerk shall be in attendance at each of these meetings to ensure compliance with the Maryland Open Meetings Act.

D. Election

The Council President and Vice President shall be confirmed by a majority vote of the members present in accordance with § C2-3 of the City Charter.

E. Vacancy

In the event of a vacancy resulting from the resignation of the Council President or Vice President, the Council shall select a replacement officer in accordance with the guidelines established herein. A replacement officer must be selected within thirty (30) days of the notice of resignation.

Weekly Program Offerings

Hyattsville Farmer's Market

Tuesdays, 3:00 PM – 7:00 PM @ Parking Lot of Redeemer Lutheran Church

Ageless Grace Senior Exercise Classes

Wednesdays and Fridays, 10:00 AM @ City Municipal Building

Creative Minds

Tuesdays and Thursdays, 10:00 AM @ Magruder Park Recreation Center

Call-A-Bus Grocery Trips

Our Call-a-Bus takes seniors and residents with disabilities to grocery stores located in the City of Hyattsville each week. Call (301) 985-5000 to join a trip or add yourself to our Call-A-Bus calendar mailing list.

City Calendar: June 6 – July 17, 2017

Police and Public Safety Citizens' Advisory Committee Meeting

June 7, 2017, 7:30 PM @ Magruder Park Recreation Center

Dogs for the Arts

June 10, 2017, 9:30 AM – 11:00 AM @ Magruder Park

Summer Jam

June 16, 2017, 6:30 PM – 8:30 PM @ Magruder Park

Ward 3 Community Cleanup Day

June 17, 2017, 11:00 AM – 1:00 PM @ The Duck Pond

Planning Committee Meeting

June 20, 2017, 7:30 PM – 9:30 PM @ City Municipal Building, 2nd Floor Prangley Room

Code Compliance Advisory Committee Meeting

June 21, 2017, 7:00 PM @ City Municipal Building

Hyattsville Environmental Committee Meeting

June 21, 2017, 7:30 PM – 8:30 PM @ City Municipal Building

Education Advisory Committee Meeting

June 22, 2017, 6:30 PM – 8:00 PM @ TBD

Health, Wellness & Recreation Advisory Committee Meeting

June 22, 2017, 7:00 PM – 8:30 PM @ City Municipal Building, 3rd Floor Inner Conference Room

Shakespeare in the Park Presents As You Like It

July 12, 2017, 7:30 PM – 10:00 PM @ TBD

Main City Calendar: June 6 – July 17, 2017

Ward 3 Community Cleanup Day

July 15, 2017, 11:00 AM – 1:00 PM @ The Duck Pond

Council Meeting

July 17, 2017, 8:00 PM – 10:00 PM @ City Municipal Building, 3rd Floor Council Chambers