

City Council of Hyattsville, Maryland

AGENDA

City Council Regular Meeting

Monday, May 16, 2016

7:00 PM



Council Chambers

Hyattsville Municipal Building

4310 Gallatin Street, 3rd Floor

Hyattsville, MD 20781

(301) 985-5000 www.hyattsville.org

CITY COUNCIL

[Mayor Candace B. Hollingsworth](#)

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

[Bart Lawrence, Council Vice President, Ward 1](#)

[Kevin Ward, Ward 1](#)

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

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

[Patrick A. Paschall, Ward 3](#)

[Thomas Wright, Ward 3](#)

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

[Ruth Ann Frazier, Ward 5](#)

[Joseph Solomon, Ward 5](#)

ADMINISTRATION

Tracey E. Nicholson, City Administrator

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

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

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

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

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

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

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

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

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

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

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



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1. Call to Order and Council Roll Call

2. Pledge of Allegiance to the Flag

3. Approval of Agenda

4. Motion to Close (7:10 p.m. - 7:50 p.m.)

4.a) Motion to Close

Motion # 84-05-16

I move that the Mayor and Council close the Council Meeting of May 16, 2016 in order to consult with the City Attorney to obtain legal advice pertaining to contract negotiations and to discuss such contract negotiations.

- At the Request of the City Administrator

This session will be closed under the authority of the Annotated Code of Maryland State Government General Provisions Article Section 3-305 (7) to consult with counsel to obtain legal advice and 3-305 (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.

[84-05-16 Closed Session cover.pdf](#)

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

6. Presentations (8:20 p.m. – 8:35 p.m.)

6.a) FY-2014 - 2015 Audit Update (5 minutes)

[FY-2014 - 2015 Audit Update cover.pdf](#)

6.b) Public Comment Follow Up (5 minutes)

[Public Comment cover.pdf](#)

6.c) Rosa L. Parks Elementary 10-Year Anniversary (5 minutes)

[Rosa Parks Presentation cover.pdf](#)

7. Consent Items (8:35 p.m. – 8:40 p.m.)

7.a) Proclamation for Rosa L. Parks Elementary 10-Year Anniversary

Motion # 76-05-16

I move that the Mayor and Council proclaim today a celebration of the 10-year anniversary of Rosa L. Parks Elementary School.

- At the Request of the City Administrator

[76-05-16 Rosa Parks Proclamation Cover.pdf](#)

[Proclamation Rosa Parks Elementary 10-Year Anniversary.pdf](#)

7.b) Schedule Public Hearing for a Residential Parking Petition on at 7:00 p.m. June 6, 2016

Motion # 77-05-16

I move that the Mayor and Council schedule a Public Hearing for June 6, 2016 at 7:00 p.m. to hear input from residents on a petition submitted in support of establishing a Residential Parking Zone for the 4100 block of Farragut Street and 5100-5102 41st Avenue (Ward 2).

- At the Request of the City Administrator

[77-05-16 Schedule Public Hearing_cover.pdf](#)

[Petition Residential Parking Zone 4100 bk Farragut 41st redacted.pdf](#)

[41st Ave & Farragut St 04152016.pdf](#)

7.c) Emergency Tree Work

Motion # 78-05-16

I move that the Mayor and Council approve funds for emergency tree work provided by Adirondack Tree Experts at a cost not to exceed \$40,000.00.

- At the Request of the City Administrator

[78-05-16 Emergency Tree Work_cover.pdf](#)

7.d) Letter of Support for Vigilante Coffee Company, LLC

Motion # 79-05-16

I move that the Council authorize the Mayor to send a letter to the Prince George's County Board of License Commissioners in support of an application for a Class D, Beer and Wine license submitted by Vigilante Coffee Company, LLC.

- Hollingsworth, Lawrence, Ward

[79-05-16 Letter of Support - Vigilante Coffee Company.pdf](#)

7.e) A Proclamation Declaring June 2nd Gun Violence Awareness Day in Hyattsville

Motion # 80-05-16

I move that the Mayor and Council adopt the attached proclamation declaring June 2nd as Gun Violence Awareness Day in Hyattsville.

- Hollingsworth, Lawrence, Ward, Warner, Frazier, Perry

[80-05-16 Proclamation Gun Violence Awareness Day.pdf](#)

[2016 Gun Violence Awareness Day Proclamation.pdf](#)

7.f) Cancel Special Council Meeting of May 25, 2016

Motion # 81-05-16

I move that the Mayor and Council cancel the Special Council Budget Meeting of May 25, 2016.

- At the Request of the City Administrator

[81-05-16 Cancel Special Meeting_cover.pdf](#)

8. Action Items (8:40 p.m. – 9:00 p.m.)

8.a) Hyattsville Ordinance 2016-01, Fiscal Year 2017 Budget (10 minutes)

Motion # 82-05-16

I move that the Mayor and Council introduce Hyattsville Ordinance, 2016-01, an Ordinance adopting an annual budget for the Fiscal Year of July 1, 2016 through June 30, 2017, for the General Purpose; fixing the tax rates for the Fiscal Year beginning July 1, 2016; authorizing collection of taxes herein levied, and appropriating funds for the Fiscal Year (FIRST READING).

- At the Request of the City Administrator

[82-05-16 Ordinance 2016-01 FY17 Budget Ordinance cover.pdf](#)

[FY2017 Budget Ordinance 5 4 2016.pdf](#)

[Excel FTE FY 2017.pdf](#)

[FY17 CIP.pdf](#)

[FY 2017 University Town Center Special Tax Report \(2016\).pdf](#)

8.b) Prince George's Plaza Branding and Marketing MOU (10 minutes)

Motion # 83-05-16

I move that the Mayor and Council approve the expenditure of \$10,000 and authorize City Administrator to execute a memorandum of understanding with the Prince George's County Economic Development Corporation for the purpose of jointly developing a branding and marketing strategy for the Prince George's Plaza Transit District.

- At the Request of the City Administrator

[83-05-16 PGP Branding Marketing Strategy MOU cover.pdf](#)

[Memo Prince Georges Plaza Branding Marketing Strategy.pdf](#)

9. Discussion Items (9:00 p.m. – 9:45 p.m.)

9.a) Loan approval for the Hyattsville Volunteer Fire Department (10 minutes)

[Fire Department Discussion 350K Loan to HVFD.pdf](#)

9.b) Body Worn Camera Program (20 minutes)

[Cover Page BWC Program.pdf](#)

[Memo Body Worn Camera Program.pdf](#)

[MPTC Model Policy.pdf](#)

[BWC Brekford Quote.pdf](#)

[DRAFT 4.2 MRD Policy.pdf](#)

9.c) 3505 Hamilton Street Environmental Assessment (15 minutes)

[3505 Environmental Assessment cover.pdf](#)

[Memo Purchase Order Request for AMA for Services.pdf](#)

[Asbestos Proposal FandR for 3505 Hamilton Street.pdf](#)

[Asbestos Proposal ECS for 3505 Hamilton Street.pdf](#)

[Asbestos Proposal AMA2 21APR2016 3505 Hamilton Street rev pro.pdf](#)

10. Council Dialogue (9:45 p.m. – 9:55 p.m.)

11. Community Notices and Meetings

11.a) City Calendar: May 17 - June 6, 2016

[Main City Calendar May 17 - June 6.pdf](#)

[May Calendar.pdf](#)

[June Calendar.pdf](#)

12. Motion to Adjourn



CITY OF HYATTSVILLE

4310 Gallatin Street
Hyattsville, Maryland 20781
Phone: (301) 985-5000

CITY COUNCIL AGENDA FORM

TITLE: MOTION TO CLOSE

Motion #:	84-05-16
Council Meeting Date:	5/16/2016
Agenda Section:	Motion to Close
Recommendation:	I move that the Mayor and Council close the Council Meeting of May 16, 2016 in order to consult with the City Attorney to obtain legal advice pertaining to contract negotiations and to discuss such contract negotiations.
Department:	Legislative
Staff Contact:	Laura Reams, City Clerk
Council Sponsor:	At the Request of the City Administrator
Summary Background:	This session will be closed under the authority of the Annotated Code of Maryland State Government General Provisions Article Section 3-305 (7) to consult with counsel to obtain legal advice and 3-305 (14) to discuss, before a contract is awarded or bids are opened, a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.
Next Steps:	n/a
Alternatives:	n/a
Fiscal Impact:	n/a
Community Engagement:	
Strategic Goals:	☐ Goal 1 – Ensure Transparent & Accessible Governance ☐ Goal 2 – Ensure the Long-Term Economic Viability of the City ☐ Goal 3 – Promote a Safe & Vibrant Community ☐ Goal 4 – Foster Excellence in all City Operations ☐ Goal 5 – Strengthen the City's Identity as a Diverse, Creative and Welcoming Community
Legal Review:	Complete
Attachments:	n/a



CITY OF HYATTSVILLE

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CITY COUNCIL AGENDA FORM

TITLE: FY-2014 – 2015 AUDIT UPDATE

Motion #:	
Council Meeting Date:	5/16/2016
Agenda Section:	Presentation
Recommendation:	
Department:	Finance
Staff Contact:	Ron Brooks
Council Sponsor:	City Administrator
Summary Background:	We are working in the first phase of the FY-2015 audit while awaiting the final close-out letters for the FY-2014. This initial phase involves reviewing the inflow of various revenues and associated documentation tied to receivables and external confirmations, and identifying new fixed assets.
Next Steps:	Final close-out letters for FY-2014 audit and continue to work on the assigned sections of the FY-2015 audit.
Alternatives:	
Fiscal Impact:	Late audit filings with the Department of Administrative Services can result in the loss of grants, loss of revenue from the State Highway Fund and limited opportunities to secure funding for current and future capital improvement needs.
Community Engagement:	
Strategic Goals:	X Goal 1 – Ensure Transparent & Accessible Governance ☐ Goal 2 – Ensure the Long-Term Economic Viability of the City ☐ Goal 3 – Promote a Safe & Vibrant Community ☐ Goal 4 – Foster Excellence in all City Operations ☐ Goal 5 – Strengthen the City's Identity as a Diverse, Creative and Welcoming Community
Legal Review:	Choose an item.
Attachments:	



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CITY COUNCIL AGENDA FORM

TITLE: PUBLIC COMMENT FOLLOW UP

Motion #:	N/A
Council Meeting Date:	5/16/2016
Agenda Section:	Presentation
Recommendation:	Presentation
Department:	Administration
Staff Contact:	Tracey E. Nicholson, City Administrator
Council Sponsor:	At the Request of the City Administrator
Summary Background:	The City Administrator will address questions and topics raised during the public comment portion of the May 2, 2016 Council Meeting.
Next Steps:	N/A
Alternatives:	N/A
Fiscal Impact:	N/A
Community Engagement:	N/A
Strategic Goals:	☒ Goal 1 – Ensure Transparent & Accessible Governance ☐ Goal 2 – Ensure the Long-Term Economic Viability of the City ☐ Goal 3 – Promote a Safe & Vibrant Community ☐ Goal 4 – Foster Excellence in all City Operations ☐ Goal 5 – Strengthen the City's Identity as a Diverse, Creative and Welcoming Community
Legal Review:	Not Applicable
Attachments:	N/A



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CITY COUNCIL AGENDA FORM

TITLE: ROSA L. PARKS ELEMENTARY 10-YEAR ANNIVERSARY

Motion #:	
Council Meeting Date:	5/16/2016
Agenda Section:	Presentation
Recommendation:	Present the proclamation to Rosa L. Parks Elementary School Principal, Dr. Tara Minter
Department:	Community Services
Staff Contact:	
Council Sponsor:	
Summary Background:	
Next Steps:	
Alternatives:	
Fiscal Impact:	
Community Engagement:	
Strategic Goals:	☐ Goal 1 – Ensure Transparent & Accessible Governance ☐ Goal 2 – Ensure the Long-Term Economic Viability of the City ☐ Goal 3 – Promote a Safe & Vibrant Community ☐ Goal 4 – Foster Excellence in all City Operations ☒ Goal 5 – Strengthen the City's Identity as a Diverse, Creative and Welcoming Community
Legal Review:	Choose an item.
Attachments:	Proclamation



CITY OF HYATTSVILLE
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CITY COUNCIL AGENDA FORM

TITLE: PROCLAMATION FOR ROSA L. PARKS ELEMENTARY 10-YEAR ANNIVERSARY

Motion #:	76-05-16
Council Meeting Date:	5/16/2016
Agenda Section:	Consent
Recommendation:	I move that the Mayor and Council proclaim today a celebration of the 10-year anniversary of Rosa L. Parks Elementary School.
Department:	Community Services
Staff Contact:	
Council Sponsor:	
Summary Background:	
Next Steps:	
Alternatives:	
Fiscal Impact:	
Community Engagement:	
Strategic Goals:	☐ Goal 1 – Ensure Transparent & Accessible Governance ☐ Goal 2 – Ensure the Long-Term Economic Viability of the City ☐ Goal 3 – Promote a Safe & Vibrant Community ☐ Goal 4 – Foster Excellence in all City Operations ☒ Goal 5 – Strengthen the City's Identity as a Diverse, Creative and Welcoming Community
Legal Review:	Choose an item.
Attachments:	Proclamation



Proclamation of Celebration for Rosa L. Parks Elementary 10-Year Anniversary

Whereas, the City of Hyattsville is fortunate to have numerous strong schools led by excellent administration, teachers and staff; and

Whereas, Rosa L. Parks Elementary is among those providing exceptional education to children who live in our City and the surrounding community; and

Whereas, the City is grateful for all that the school has done to serve our community in the ten years since it was founded, and looks forward to a continuing and long partnership;

Therefore, we proclaim today a celebration of the 10-Year Anniversary of Rosa L. Parks Elementary School.

Candace Hollingsworth, Mayor

May 16, 2016



CITY OF HYATTSVILLE

4310 Gallatin Street
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CITY COUNCIL AGENDA FORM

TITLE: SCHEDULE PUBLIC HEARING FOR A RESIDENTIAL PARKING PETITION ON AT 7:00 P.M. JUNE 6, 2016

Motion #:	77-05-16
Council Meeting Date:	5/16/2016
Agenda Section:	Consent
Recommendation:	I move that the Mayor and Council schedule a Public Hearing for June 6, 2016 at 7:00 p.m. to hear input from residents on a petition submitted in support of establishing a Residential Parking Zone for the 4100 block of Farragut Street and 5100-5012 41 st Avenue (Ward 2).
Department:	Legislative
Staff Contact:	Tracey E. Nicholson, City Administrator
Council Sponsor:	At the Request of the City Administrator
Summary Background:	The City received a petition for the designation of residential parking zones in the following areas. • 5100-5102 41st Avenue • 4100 block of Farragut Street • 4100 block of Gallatin Street The petition has enough signatures to support the request for Farragut Street & a portion of 41st Ave, which is a dead end. The area on Gallatin does not have enough signatures to be considered a valid petition, but could be included in the area per City Code, upon the City Administrator's recommendation after an evaluation by City staff. Per City Code Section 114-29, a Public Hearing will be held to hear input from residents in support or opposition of the petition. City staff will consider resident input, survey the area and submit a written recommendation to the Council within 15 days after the public hearing. Staff will present to Council for possible action during the July 18 meeting.
Next Steps:	Staff evaluation and Public Hearing
Alternatives:	N/A
Fiscal Impact:	N/A
Community Engagement:	Notification of the Public Hearing will be mailed to all residents in the affected area as well as posted on the City's website.
Strategic Goals:	☒ Goal 1 – Ensure Transparent & Accessible Governance ☐ Goal 2 – Ensure the Long-Term Economic Viability of the City ☒ Goal 3 – Promote a Safe & Vibrant Community ☐ Goal 4 – Foster Excellence in all City Operations ☐ Goal 5 – Strengthen the City's Identity as a Diverse, Creative and Welcoming Community
Legal Review:	Not Applicable
Attachments:	Petition, Map of Area

April 11, 2016

DESIGNATION OF RESIDENTIAL PARKING PERMIT AREA PETITION

We, the citizens of 5100 and 5102 41st Avenue and the 4100 block of Farragut and 4100 block of Gallatin streets of the city of Hyattsville, petition the city to designate 5100 and 5102 41st Avenue (from the intersection of Farragut St & 41st Avenue south to the dead end), and the 4100 block of Farragut and 4100 block of Gallatin Streets as Residential Parking Permit Required at All Times.

Due to the overwhelming increase in the number of vehicles accessing the Top of the Park apartment complex, Justice Center visitors and Rte 1 business customers, parking spaces for the homeowners on these streets have been greatly reduced and the amount of litter left behind by such non-residents has increased significantly. Non-resident vehicle operators have been parking on 41st Avenue all the way from Farragut Street to the south end of 41st Ave and fill the street on both sides on a regular basis. It is becoming more difficult for homeowners in 5100 and 5102 block of 41st Avenue, south of the Farragut Street intersection, and their guests, to park in front of their own homes. At certain times of day emergency or regular city service vehicles may not be able to maneuver on this portion of the street. Additionally, performing a 3-point turn is impossible when vehicles are parked on both sides of this area. Vehicles have to back out and this has resulted in some scratching of parked vehicles. Furthermore, the neighborhood is being blighted due to the trash left behind by the non-resident vehicle operators parking in the subject areas. On a regular basis homeowners deal with littered items such as used condoms (a bio-hazard), various fast food bags, motor oil, empty oil and brake fluid bottles, empty beverage cans and bottles, trash bags, used food containers, cigarette ashtray residue, etc.

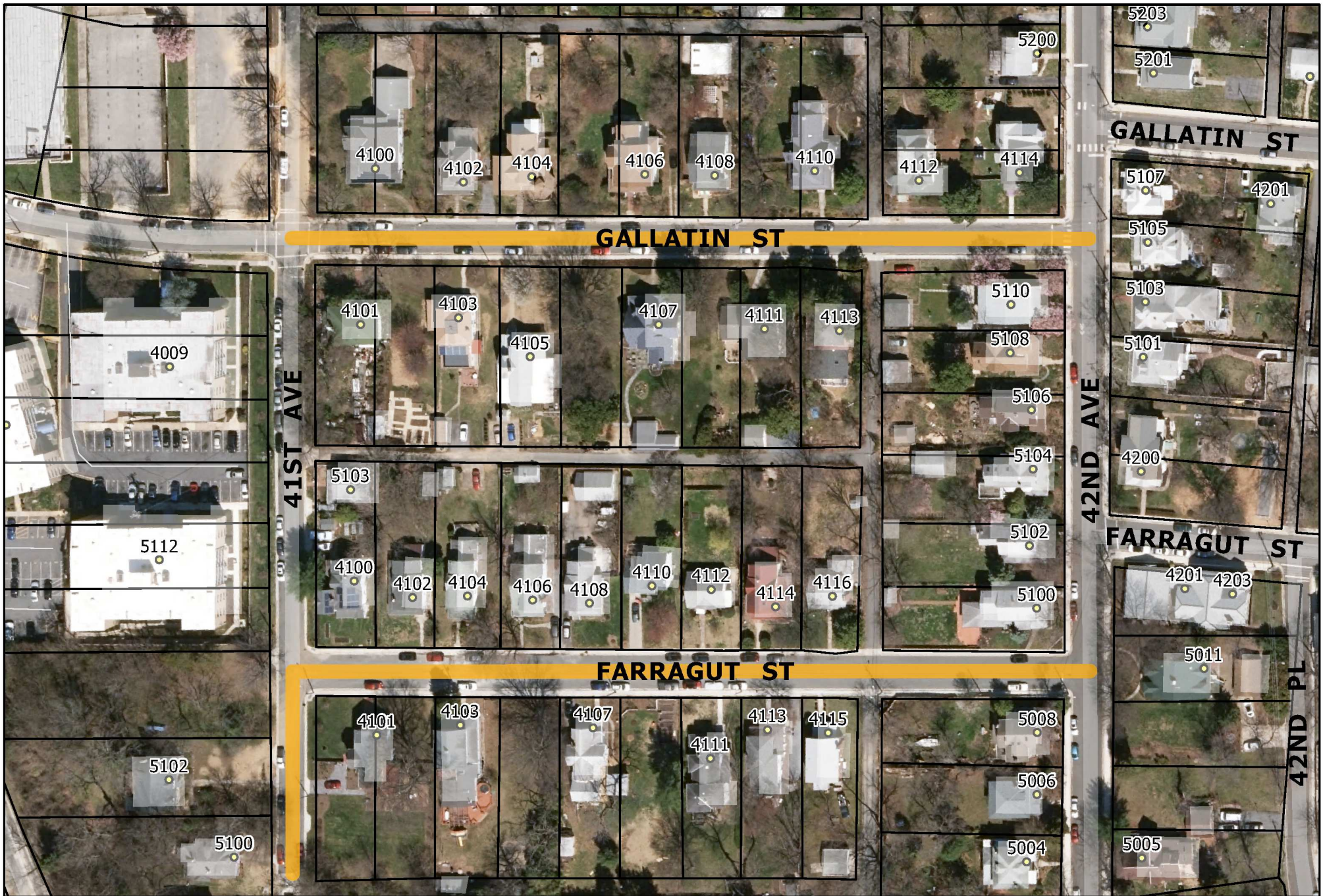
According to Hyattsville Charter and Code Article 114-29, these are sufficient reasons to support our petition. You can view the Hyattsville Charter and Code Article at <http://www.hyattsville.org/DocumentCenter/Home/View/380>.

Received by C. Giunta
4/11/16 via hand delivery
Wh

PROPOSED RESIDENTIAL PARKING PERMIT AREA

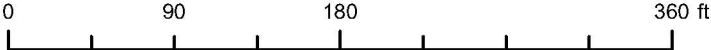


Proposed residential parking areas designated in blue



City of Hyattsville

41st Ave & Farragut St





CITY OF HYATTSVILLE

4310 Gallatin Street
Hyattsville, Maryland 20781
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CITY COUNCIL AGENDA FORM

TITLE: EMERGENCY TREE WORK

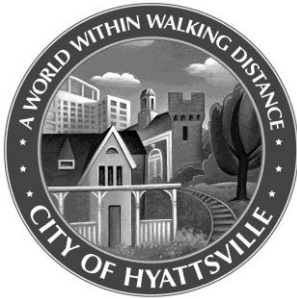
Motion #:	78-05-16
Council Meeting Date:	5/16/2016
Agenda Section:	Consent
Recommendation:	I move that the Mayor and Council approve funds for emergency tree work provided by Adirondack Tree Experts at a cost not to exceed \$40,000.00.
Department:	Public Works
Staff Contact:	Lesley Riddle, Director of Public Works
Council Sponsor:	At the Request of the City Administrator
Summary Background:	On May 2, 2016 the City experienced a heavy storm resulting in significant damage to many of our City trees. The staff contracted out trimming and removal services on an emergency basis to Adirondack Tree Experts. The staff will submit a budget amendment detailing the specific line items for this emergency service.
Next Steps:	Process payment for tree contractors for emergency tree work.
Alternatives:	N/A
Fiscal Impact:	There are available funds within the current total DPW budget; however current appropriations will have to be amended to pay for this emergency repair.
Community Engagement:	N/A
Strategic Goals:	☐ Goal 1 – Ensure Transparent & Accessible Governance ☐ Goal 2 – Ensure the Long-Term Economic Viability of the City ☒ Goal 3 – Promote a Safe & Vibrant Community ☒ Goal 4 – Foster Excellence in all City Operations ☐ Goal 5 – Strengthen the City's Identity as a Diverse, Creative and Welcoming Community
Legal Review:	Not Applicable
Attachments:	N/A



Council Agenda Form

MOTION # 79-05-16		DRAFT #
DATE SUBMITTED: May 12, 2016	DATE TO GO BEFORE COUNCIL: 5/16/16	
SUBMITTED BY: Hollingsworth, Lawrence, Ward		
DEPARTMENT: Legislative		

TITLE OF MOTION: Letter of Support for Vigilante Coffee Company, LLC
RECOMMENDATION: I move that the Council authorize the Mayor to send a letter to the Prince George's County Board of License Commissioners in support of an application for a Class D, Beer and Wine license submitted by Vigilante Coffee Company, LLC.
BACKGROUND: Representatives from Vigilante Coffee Company requested a letter of support for their application, which will be reviewed on May 24, 2016. Vigilante Coffee Company has operated at 4327 Gallatin Street since July 2014 with current hours of operation of 7a-7pm.
ANTICIPATED STAFF RESOURCES REQUIRED TO IMPLEMENT: Staff will prepare a letter for signature and delivery to the appropriate offices.
CITY ADMINISTRATOR / DEPARTMENT DIRECTOR COMMENT: (must be approved by City Administrator): Tracey E. Nicholson, City Administrator
STRATEGIC GOALS AND ACTIONS: Goal 2: Ensure the Long-Term Economic Viability of the City
SUPPORTING DOCUMENTATION:
CURRENT YEAR BUDGET IMPACT: N/A



Council Agenda Form

MOTION # 80-05-16		DRAFT #
DATE SUBMITTED: May 12, 2016	DATE TO GO BEFORE COUNCIL: 5/16/16	
SUBMITTED BY: Hollingsworth, Lawrence, Ward, Warner, Frazier, Perry		
DEPARTMENT: Legislative		

TITLE OF MOTION: A Proclamation Declaring June 2 nd Gun Violence Awareness Day in Hyattsville
RECOMMENDATION: I move that the Mayor and Council adopt the attached proclamation declaring June 2 nd as Gun Violence Awareness Day in Hyattsville.
BACKGROUND: Adoption of this proclamation will align the City with the efforts of Everytown for Gun Safety, a nonprofit advocacy organization to bring awareness to issues of gun safety and violence prevention at the national level. Several Maryland communities are already a part of this coalition including Cheverly, College Park, Laurel, New Carrollton, and Riverdale Park.
ANTICIPATED STAFF RESOURCES REQUIRED TO IMPLEMENT: N/A
CITY ADMINISTRATOR / DEPARTMENT DIRECTOR COMMENT: (must be approved by City Administrator): Tracey E. Nicholson, City Administrator
STRATEGIC GOALS AND ACTIONS: Goal 3: Promote a Safe and Vibrant Community
SUPPORTING DOCUMENTATION: Draft proclamation text is attached.
CURRENT YEAR BUDGET IMPACT: N/A



**PROCLAMATION
DECLARING JUNE 2ND TO BE NATIONAL GUN VIOLENCE AWARENESS DAY**

This proclamation declares June 2 to be National Gun Violence Awareness Day in the City of Hyattsville to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence.

WHEREAS, every day, 91 Americans are killed by gun violence and the lives of countless others are injured; and

WHEREAS, Americans are 25 times more likely to be murdered with guns than people in other developed countries; and

WHEREAS, protecting public safety in the communities they serve is the Mayor and Council's highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from dangerous people; and

WHEREAS, the Mayor, Council, and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, June 2nd, 2016 would have been the 19th birthday of Hadiya Pendleton, a teenager who marched in President Obama's second inaugural parade and was tragically shot and killed just weeks later; and

WHEREAS, to help honor Hadiya – and the 91 Americans whose lives are cut short and the countless survivors who are injured by shootings every day – a national coalition of organizations has designated June 2nd, 2016, as the second annual National Gun Violence Awareness Day; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to Wear Orange on June 2nd to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 2nd, Americans will raise awareness about gun violence and honor the lives and lost human potential of Americans stolen by gun violence; and

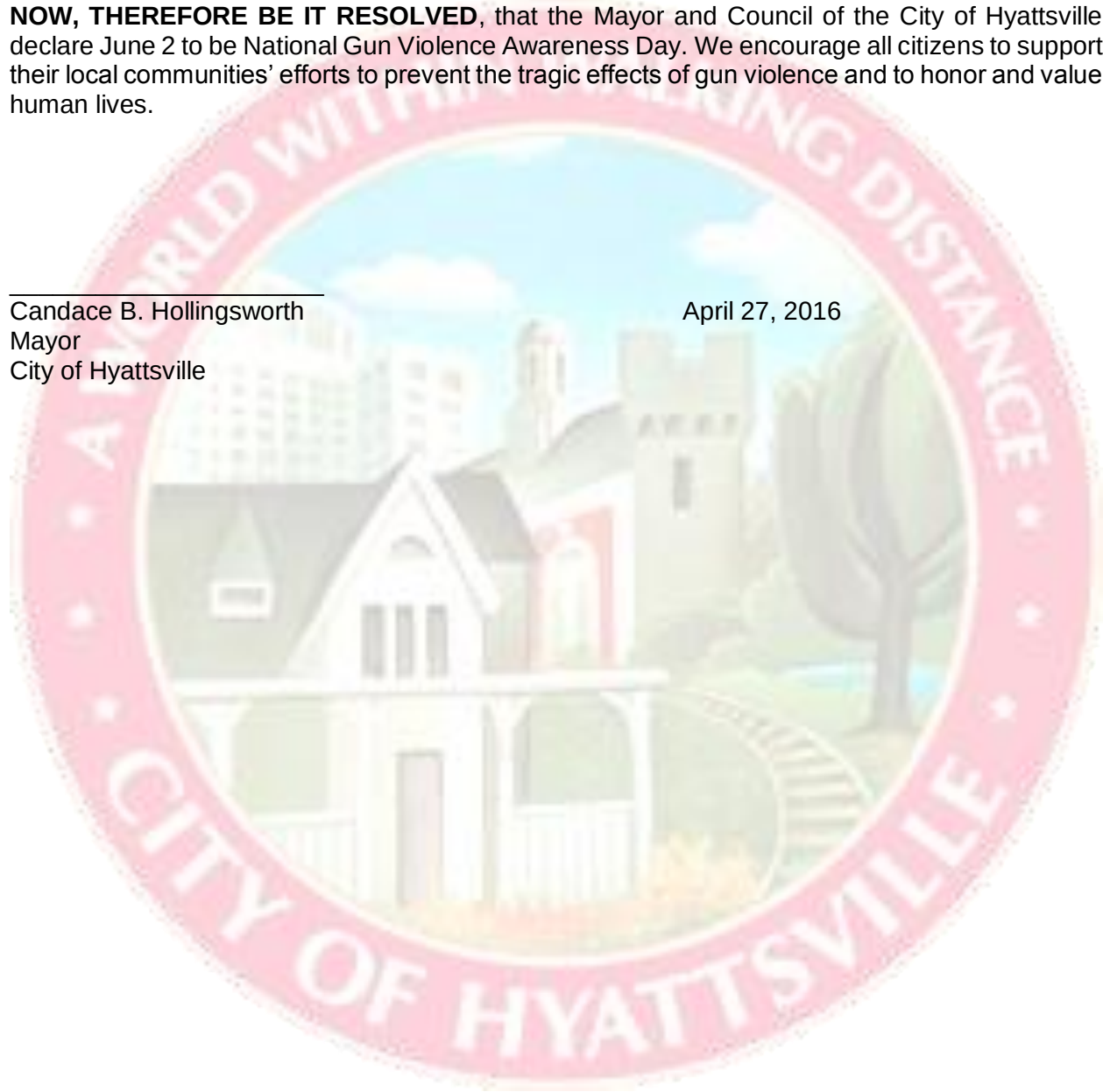


WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Hyattsville declare June 2 to be National Gun Violence Awareness Day. We encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

Candace B. Hollingsworth
Mayor
City of Hyattsville

April 27, 2016





CITY OF HYATTSVILLE

4310 Gallatin Street
Hyattsville, Maryland 20781
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CITY COUNCIL AGENDA FORM

TITLE: CANCEL SPECIAL COUNCIL MEETING OF MAY 25, 2016

Motion #:	81-05-16
Council Meeting Date:	5/16/2016
Agenda Section:	Consent
Recommendation:	I move that the Mayor and Council cancel the Special Council Budget Meeting of May 25, 2016.
Department:	Legislative
Staff Contact:	Tracey E. Nicholson, City Administrator
Council Sponsor:	At the Request of the City Administrator
Summary Background:	The first reading of the FY17 budget will be held during the Council Meeting of May 16, 2016. The second reading and adoption of the FY17 budget will be held during the Council Meeting of June 6, 2016. The Special Budget Meeting of May 25, 2016 for the second reading is not required.
Next Steps:	Schedule the second reading/adoption of the budget for June 6, 2016.
Alternatives:	N/A
Fiscal Impact:	N/A
Community Engagement:	Notification of the meeting cancellation will be posted on the City's website.
Strategic Goals:	☒ Goal 1 – Ensure Transparent & Accessible Governance ☐ Goal 2 – Ensure the Long-Term Economic Viability of the City ☐ Goal 3 – Promote a Safe & Vibrant Community ☐ Goal 4 – Foster Excellence in all City Operations ☐ Goal 5 – Strengthen the City's Identity as a Diverse, Creative and Welcoming Community
Legal Review:	Not Applicable
Attachments:	N/A



CITY OF HYATTSVILLE

4310 Gallatin Street
Hyattsville, Maryland 20781
Phone: (301) 985-5000

CITY COUNCIL AGENDA FORM

TITLE: HYATTSVILLE ORDINANCE 2016-01, FISCAL YEAR 2017 BUDGET

Motion #:	82-05-16
Council Meeting Date:	5/16/2016
Agenda Section:	Action
Recommendation:	I move that the Mayor and Council introduce Hyattsville Ordinance, 2016-01, an Ordinance adopting an annual budget for the Fiscal Year of July 1, 2016 through June 30, 2017, for the General Purpose; fixing the tax rates for the Fiscal Year beginning July 1, 2016; authorizing collection of taxes herein levied, and appropriating funds for the Fiscal Year (FIRST READING).
Department:	Legislative
Staff Contact:	Tracey E. Nicholson, City Administrator
Council Sponsor:	At the Request of the City Administrator
Summary Background:	The FY17 budget process began internally in December 2015 with initial staff meetings to determine budgetary requirements for FY17. The City Administrator's Proposed FY17 budget was presented to the Mayor and Council on February 24, 2016. Departmental Budget Work Sessions were held throughout March and April. Public Hearings on the proposed budget and Real Property Tax Rate were held on March 16, 2016 and April 27, 2016. The draft budget ordinance presented tonight includes amendments approved by the Mayor and Council. The second reading and adoption of the FY17 budget is scheduled for June 6, 2016.
Next Steps:	Second Reading/Adoption of Budget on June 6, 2016 and Legal Publication of the Budget Ordinance
Alternatives:	N/A
Fiscal Impact:	N/A
Community Engagement:	Per City Charter, a fair summary of the budget ordinance will be published twice in a newspaper of general circulation.
Strategic Goals:	☒ Goal 1 – Ensure Transparent & Accessible Governance ☐ Goal 2 – Ensure the Long-Term Economic Viability of the City ☒ Goal 3 – Promote a Safe & Vibrant Community ☐ Goal 4 – Foster Excellence in all City Operations ☐ Goal 5 – Strengthen the City's Identity as a Diverse, Creative and Welcoming Community
Legal Review:	Not Applicable
Attachments:	Budget Ordinance, 2017 FTE Listing, FY17 CIP and Special Tax Report for Special Obligation Bonds, University Town Center Project Series 2004

HYATTSVILLE ORDINANCE 2016-01

AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR JULY 1, 2016 THROUGH JUNE 30, 2017, FOR THE GENERAL PURPOSE; FIXING THE TAX RATES FOR THE FISCAL YEAR BEGINNING JULY 1, 2016; AUTHORIZING COLLECTION OF TAXES HEREIN LEVIED, AND APPROPRIATING FUNDS FOR THE FISCAL YEAR.

BE IT ENACTED AND ORDAINED by the Mayor and City Council for the City of Hyattsville, as follows:

That pursuant to Section C5-6 of the Hyattsville City Charter the annual budget is as follows:

FY 2017 Budget – Final

	General Fund	Capital Projects Fund	Special Revenue Fund	Debt Service Fund	Total All Funds
Revenue & Other Sources:					
Local Taxes:					
Real Property Taxes	\$11,291,444	\$0	\$0	\$0	\$11,291,444
Personal Property Taxes	584,748	0	0	0	584,748
Operating Property	789,000	0	0	0	789,000
Income Tax	1,972,589	0	0	0	1,972,589
Admissions and Amusement Taxes	443,118	0	0	0	443,118
Subtotal – Local Taxes	15,080,899	0	0	0	15,080,899
Other Revenue					
Licenses and Permits	617,183	0	0	0	617,183
Other					
Governments	600,234	150,500	50,300	0	801,034
Service Charges	128,274	0	475,000	0	603,274
Fines and Forfeitures	273,517	0	584,000	0	857,517
Miscellaneous	62,378	0	16,000	0	78,378
Subtotal-Other Revenue	1,681,586	150,500	1,125,300	0	2,957,386
Total Revenue	\$16,762,485	\$150,500	\$1,125,300	\$0	\$18,038,285
Expenditures					
Legislative	383,510	\$0	\$0	\$0	\$383,510
General Government	2,487,042	12,000	16,000	1,808,601	4,323,643
Town Center	100,000	0	0	0	100,000
Public Safety:					
Police	6,928,296	568,500	459,847	0	7,956,643
Fire	50,000	0	0	0	50,000
Parking					
Compliance	0	500,000	444,044	0	944,044
Code Compliance	488,277	27,000	0	0	515,277
Public Safety Subtotal	7,466,573	1,095,500	903,891	0	9,465,964

Public Works	3,878,637	5,870,000	0	0	9,748,637
Comm. Services	638,326	104,100	19,000	0	761,426
Community Development	264,625	57,800	0	0	322,425
Total Expenditures	\$4,781,588	\$6,031,900	\$19,000	\$0	\$10,832,488
Other Sources and Uses:					
Bond Proceeds	0	5,760,000	0	0	5,760,000
Lease Proceeds	0	723,000	0	0	723,000
Transfers In	0	689,600	0	1,808,601	2,498,201
Transfers Out	(1,808,601)	0	0	0	(1,808,601)
Total Other Sources and Uses	(1,808,601)	7,172,600	0	1,808,601	7,172,600
Excess of Revenues Over/(Under) Expenditures	(\$264,829)	\$183,700	\$186,409	\$0	105,280
Beginning GF - Fund Balance	9,312,153				
Unassigned GF - Fund Balance	9,047,324				

Which was the subject of a public hearing on April 27, 2016, after notice thereof was published twice in a newspaper of circulation within the City, is hereby adopted.

The tax rate for all real property, not otherwise exempted, located within the corporate limits of the City shall be as is hereby fixed at sixty-three cents (\$.63) on each one hundred (\$100.00) dollars of assessed value on lands, improvements and fixtures.

The tax rate for all operating property of public utilities and contract carriers, not otherwise exempted, located within the corporate limits of the City shall be as is hereby fixed at one dollar and ninety-eight cents (\$1.98) on each one hundred (\$100.00) dollars of assessed value.

Such taxes on lands and improvements shall be computed on the valuation of said properties in Prince George's County, Maryland, which assessment is hereby adopted and used by the City of Hyattsville as its own valuation assessment of the land and improvements within the corporate limits subject to taxation for property of public utilities and contract carriers, the valuation of said properties as certified to the City of Hyattsville by the Maryland State Department of Assessments and Taxation shall be used as the assessed valuation of properties so certified.

The tax rate for all tangible personal property, not otherwise exempted, located within the corporate limits of the City shall be and is hereby fixed at one dollar and fifteen cents (\$1.15) on each one hundred (\$100.00) dollars of assessed value of all tangible operating personal property, including commercial inventory. In computing and levying such taxes on tangible personal property, the valuation of such property as certified to the City of Hyattsville by the Maryland State Department of Assessments and Taxation shall be used as the assessed valuation of properties so certified.

The City Treasurer, or any other person designated by the City Council to act in his/ her place, is hereby authorized and directed to collect the taxes herein levied by this ordinance.

In accordance with Section C5-6 of the Hyattsville City Charter, the real property taxes provided for in this ordinance shall be due and payable on the first day of July, 2016 and shall be overdue and in arrears when

the County's real property taxes are overdue and in arrears. All real property taxes shall bear monthly interest while in arrears at the rate of two thirds of one percent (.0066) and a monthly penalty of one percent (.01) as provided in Section C5-17 of the City Charter.

Tangible personal property shall bear a fixed penalty of one hundred (\$100.00) dollars for the first month in arrears, which is defined as the period beginning ninety-one (91) days and ending one hundred twenty (120) days following the tax bill date. An additional penalty of one percent (.01) per month shall be due on any taxes in arrears more than one hundred twenty (120) days. All tangible personal property taxes shall bear interest at the rate of two thirds of one percent (.0066) per month while in arrears.

AND BE IT FURTHER ORDAINED, that this budget shall govern the revenue and expenditure of funds by the City during the fiscal year 2017, subject to further budget ordinances enacted by the City pursuant to Article 23A §2(b)(2) of the Maryland Annotated Code;

AND BE IT FURTHER ORDAINED, that the City Council may from time to time during the fiscal year amend this budget by motions made, discussed and carried by a 2/3 vote of the City Council so long as any action regarding this budget is taken at a public meeting after notice and a public discussion;

AND BE IT FURTHER ORDAINED, pursuant to Hyattsville Resolution 2004-03 designating the University Town Center Special Taxing District and Hyattsville Resolution 2004-03 authorizing the imposition, levy and collection of special taxes in the Special Taxing District and pursuant to the Rate and Apportioning terms adopted, the City of Hyattsville adopts and approves the report of the Administrator of the University Town Center Special Taxing District (Exhibit A) and hereby assesses and levies as additional real property taxes on the owners of properties in the University Town Center Special Taxing District this special tax as indicated in Appendix A of Exhibit A for the upcoming fiscal year; in the event any parcel numbers are changed prior to the actual billing of taxes by the county, the Administrator shall revise Appendix A to be consistent with the tax parcel numbers used by the County for billing of taxes and recalculate the special tax to be collected from each parcel in a manner consistent with the method utilized to calculate the special taxes in Exhibit A;

AND BE IT FURTHER ORDAINED, that this budget shall govern the number and type of employment positions to include the number of employees and Full-Time Equivalent (FTE) count for Fiscal Year 2017 and the City of Hyattsville approves and adopts these counts as contained in Exhibit B.

AND BE IT FURTHER ORDAINED, that this ordinance shall become effective on July 1, 2016, as provided in Section C2-9 of the City Charter and a fair summary of this Ordinance shall be published twice in a newspaper having general circulation in the City, subject to the provisions of section C3-2A(6) of the City Charter;

INTRODUCED by the City Council of the City of Hyattsville, Maryland at a public meeting on May 16, 2016;

ADOPTED, by the City Council of the City of Hyattsville, Maryland at a public meeting on June 6, 2016.

Adopted: June 6, 2016

Attest:

Laura Reams
City Clerk

Candace B. Hollingsworth
Mayor

FY-2016 Total - FTE's
Full-Time Equivalent

	FY2014 P/T	FY2014 FTE	FY2015 P/T	FY2015 FTE	FY2016 P/T	FY2016 FTE	FY2017 P/T	FY2017 FTE
City Council								
City Council Members	10	0	10	0	10	0	10	0
City Clerk								
City Clerk	0	1	0	1	0	1	0	1
Part-time Clerk	0	0	0	0	0.5	0	0.5	0
Mayor								
Mayor	1	0	1	0	1	0	1	0
Elections								
Election Board Members	5	0	5	0	5	0	5	0
Finance								
Treasurer	0	1	0	1	0	1	0	1
Accountant	0	1	0	1	0	1	0	2
Superior of Contracts/Grants	0	1	0	1	0	1	0	1
Accounting Clerk	0.5	0	0.5	0	0.5	0	0.5	0
Human Resources								
Human Resource Director	0	1	0	1	0	1	0	1
Administrative Assistant (PT)	0	0	0	0	0	0	0.5	0
City Administrator								
City Administrator	0	1	0	1	0	1	0	1
Admin. Coordinator/Wellness	0	0	0	0	0	1	0	1
Assistant City Administrator	0	0	0	0.25	0	0.25	0	0.25
Administrative Assistant III	0	1	0	1	0	0	0	0
Administrative Assistant II	0	1	0	1	0	0	0	0
Administrative Assistant I	0	1	0	0	0	2	0	0
Information Technology								
Chief Information Officer	0	1	0	0	0	0	0	0
Information Tech. Specialist	0	0	0	0	0	0	0	0
Information Tech. Manager	0	1	0	1	0	1	0	1
Police Command								
Police Chief	0	1	0	1	0	1	0	1
Captain	0	0	0	0	0	0	0	1
Lieutenant	0	3	0	3	0	3	0	3
Sergeant	0	1	0	1	0	1	0	1
Administrative Assistant III	0	1	0	1	0	1	0	1
Criminal Investigations								
Sergeant	0	1	0	1	0	1	0	1
Corporal	0	2	0	2	0	2	0	2
Private 1st Class/Private	0	2	0	2	0	2	0	2
Evidence Technician(Civilian)	0	1	0	1	0	1	0	1
Patrol								
Sergeant	0	6	0	6	0	6	0	6
Corporal	0	7	0	6	0	6	0	6
Acting Corporal	0	0	0	0	0	0	0	0
Private 1st Class/Private	0	19	0	18	0	19.5	0	20

FY-2016 Total - FTE's
Full-Time Equivalent

Records and Comm.

Supervisor	0	1	0	1	0	1	0	1
Public Safety Aide III	0	3	0	3	0	5	0	5
Public Safety Aide II	0	2	0	2	0	2	0	2
Public Safety Aide I	0	3	0	3	0	1	0	1
Records Clerk	0	1	0	1	0	1	0	1
Technician Services Manager	0	0	0	1	0	1	0	1

Public Works Administration

Public Works Director	0	1	0	1	0	1	0	1
Administrative Assistant II	0	1	0	1	0	1	0	1
Manager Projects	0	0	0	0	0	1	0	1

Street Operations

Supervisor	0	1	0	1	0	1	0	1
Driver	0	3	0	3	0	2	0	2
Laborer	0	4	0	3	0	3	0	3
Crew Leader	0	0	0	0	0	1	0	1

Solid Waste Operations

Supervisor	0	1	0	1	0	1	0	1
Crew Leader	0	1	0	1	0	1	0	1
Driver	0	3	0	3	0	3	0	3
Laborer	0	7	0	7	0	7	0	7

Vehicle Maintenance Operations

Supervisor	0	0.5	0	1	0	1	0	1
Mechanic I	0	1	0	1	0	1	0	1
Laborer	0	1	0	0	0	0	0	0

Building and Grounds Maintenance Operations

Facilities Manager	0	0.5	0	1	0	1	0	1
Building Specialist	0	1	0	1	0	1	0	1
Custodian	0	1	0	0	0	0	0	0

Park Operations

Supervisor	0	0	0	1	0	1	0	1
Laborer	0	1	0	1	0	2	0	2

Communications/Public Relations

Communication Manager	0	0	0	0	0	0	0	0
Community Services Director	0	0.35	0	0.35	0	0.35	0	0.35
Administrative Assistant	0	0	0	0	0	0	0	1

Recreation Operations

Community Services Director	0	0.65	0	0.65	0	0.65	0	0.65
Com. Service Supervisor-Rec.	0	0	0	0	0	1	0	1
Recreation Supervisor	0	1	0	1	0	0	0	0
Events Coordinator	0	1	0	1	0	0	0	0
Com. Serv. Coordinator-Youth	0	0	0	0	0	1	0	1
Recreation Coordinator	0	0.4	0	0.2	0	0	0	0

Cable Television

Com. Serv. Coordinator-Cable	0	1	0	1	0	1	0	1
Cable TV Operator	0	0	0	0	0	0	0	0
Intern	0	0	0	0	0.25	0	0.25	0.5

FY-2016 Total - FTE's
Full-Time Equivalent

Volunteer Services

Comm. Serv. Mgr. Services	0	0	0	0	0	1	0	1
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Senior Services

Coordinator-Senior Services	0	0.5	0	0.5	0	1	0	1
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Call-A-Bus

Comm.Serv. Driver-Call-A-Bus	0	0.6	0	0.6	0	1	0	1
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Comm.Serv. Driver-Call-A-Bus	0	0	0	0	0	0	0	0.2
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Community and Economic Development

Comm/Econ Dev Director	0	1	0	1	0	0.75	0	0.75
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Intern	0.5	0	0.5	0	0.5	0	0.5	0
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Planner I	0	0	0	0	0	1	0	1
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Code Compliance

Code Director	0	0	0	0	0	0	0	0
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Code/Parking Manager	0	0.5	0	0.5	0	0.5	0	0.5
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Acting Supervisor	0	0	0	0	0	0	0	0
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Inspector III/II/I	0	3	0	3	0	3	0	3
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Administrative Assistant I	0	0	0	0	0	0	0	0
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Administrative Assistant II	0	0	0	1	0	1	0	1
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G I S

G I S Technician	0	1	0	1	0	1	0	1
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Parking Compliance

Code/Parking Manager	0	0.5	0	0.5	0	0.5	0	0.5
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Pulic Safety Aide I	0	2	0	2	0.5	2	0.5	2
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Speed Camera

Sergeant	0	1	0	1	0	1	0	0.5
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Sergeant	0	0	0	0	0	0	0	1
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Total	17	107.5	17	104.55	18.25	111.5	18.75	113.2
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FY 2017 - 2021 Proposed Capital Improvements Plan

Revised 5/9/2016

Department	2017	2018	2019	2020	2021
General Government					
Administration Equip. & Furniture	2,000	50,000	2,000	2,000	2,000
IT Hardware & Replacements	10,000	10,000	10,000	10,000	10,000
Enterprise Resource Planning	TBD	TBD	TBD	TBD	TBD
Total - GG	12,000	60,000	12,000	12,000	12,000
Police Department					
K-9 Dog & Kennel	-	-	-	15,000	-
IT Server Replacement	10,000	7,000	7,000	7,000	7,000
Vehicle Replacement	423,000	235,000	329,000	329,000	
Mobile Data Terminal (MDT)	23,000	20,000	20,000	20,000	20,000
Body Cameras	25,000	10,000	10,000	10,000	10,000
CCTV - (3 Units)	31,000	31,000	31,000	31,000	31,000
Body Armor	5,000	20,000	13,000	5,500	5,500
Weapons	2,500	25,000	5,000	5,000	5,000
Portable Speed/Message Display	10,000	-	-	-	-
Portable Radios	16,000	-	-	-	-
CID Cellebrite	16,000	-	-	-	-
Total - PD	561,500	348,000	415,000	422,500	78,500
Public Works Department					
Sidewalks	60,000	60,000	60,000	60,000	60,000
Roadway Improvement Gen. Prog.	200,000	200,000	200,000	200,000	200,000
University Hills Street Reconstr.	1,000,000	650,000	300,000	-	-
ADA Improvements - City-wide	20,000	20,000	20,000	20,000	20,000
Public Works Facility	1,300,000	2,000,000	120,000	120,000	120,000
City-Wide Transportation Study	250,000	-	-	-	-
Lighting Improvements	500,000	500,000	500,000	250,000	-
Replacement Vehicles	300,000	250,000	50,000	50,000	25,000
3505 Hamilton Street	1,500,000	2,500,000	-	-	-
Arcade Building	450,000	-	-	-	-
Administration Building	165,000	165,000	165,000	165,000	165,000
Trash Toters	15,000	-	-	-	-
Recycling and Trash Program	110,000	35,000	35,000	35,000	35,000
Magruder Park Improvements	-	-	-	1,200,000	-
Magruder Park Building Sprinkler	-	-	-	60,000	-
Total - PW	5,870,000	6,380,000	1,450,000	2,160,000	625,000
Community Services-PEG Fund					
Electronic Signs & Studio Equipment	104,100	-	-	-	-
Total - PEG	104,100	-	-	-	-
Community Development					
Commercial Corridor Placemaking	50,000	-	50,000	-	-
Vehicle Replacement: Code	27,000	-	-	27,000	-
Parking Improvements	500,000	1,200,000	-	25,000	-
Portable Radios: Parking	7,800	-	-	-	-
Total - CDBG	584,800	1,200,000	50,000	52,000	-
Grand Total - CIP	7,132,400	7,988,000	1,927,000	2,646,500	715,500

**CITY OF HYATTSVILLE
SPECIAL OBLIGATION BONDS
UNIVERSITY TOWN CENTER PROJECT
SERIES 2004**

***FISCAL YEAR 2016-2017
SPECIAL TAX REPORT***



Prepared By:

MUNICAP, INC.

May 5, 2016

**CITY OF HYATTSVILLE
SPECIAL OBLIGATION BONDS
UNIVERSITY TOWN CENTER PROJECT
SERIES 2004**

**Fiscal Year 2016-2017
Special Tax Report**

INTRODUCTION

The City of Hyattsville issued \$18,000,000 of special obligation bonds in August 2004 related to the University Town Center Development District. These bonds are to be repaid from special taxes collected on the taxable property in the University Town Center Special Taxing District, which was created pursuant to Resolution No. 2004-02 adopted by the City Council on February 17, 2004.

A special tax is to be collected each fiscal year in the University Town Center Special Taxing District pursuant to Resolution No. 2004-03, and an Executive Order, dated August 9, 2004, executed by the Mayor. This report has been prepared to explain the methodology used to calculate the special tax rates at which property will be taxed in the University Town Center Special Taxing District for fiscal year 2016-2017.

SPECIAL TAX REQUIREMENT

Special taxes are to be collected in a proportional amount equal to each parcel's equivalent use factors such that the total special taxes collected are equal to the special tax requirement. The special tax requirement is generally equal to (i.) annual debt service, (ii.) administrative expenses, less (iii) interest income on the reserve fund (*upon closure of the improvement fund*) held by the trustee.

Table A provides a summary of the special tax requirement for fiscal year 2016-2017. Special taxes equal to \$1,280,000.00 will have to be collected for fiscal year 2016-2017. Each of these numbers is explained in the following sections.

Debt Service

Debt service includes interest on the bonds payable on January 1, 2017 and July 1, 2017. Each semi-annual interest payment is equal to \$474,572 on the terms bonds shown below.

Term 2017 Bonds of \$316,000 at 5.00%	\$7,900
Term 2024 Bonds of \$3,524,000 at 5.60%	\$98,672
Term 2034 Bonds of \$12,800,000 at 5.75%	\$368,000
Total:	\$474,572

A principal payment of \$316,000 is due on July 1, 2017. As a result, total debt service for fiscal year 2016-2017 is \$1,265,144.

Table A
Special Tax Requirement
Fiscal Year 2016-2017

Debt service:	
Interest on January 1, 2017	\$474,572
Interest on July 1, 2017	\$474,572
Principal on July 1, 2017	\$316,000
<i>Sub-total debt service</i>	<i>\$1,265,144</i>
Administrative expenses	\$29,500
Contingency	\$26,777
<i>Total expenses</i>	<i>\$1,321,421</i>
Reserve fund investment income	\$0
Surplus from prior year	(\$41,421)
<i>Funds available to be applied for FY16-17</i>	<i>(\$41,421)</i>
<i>Special Tax Requirement</i>	<i>\$1,280,000</i>

Administrative Expenses

Administrative expenses include the trustee, the administrator, and the expenses of the city related to the district. The annual charges of the trustee are estimated to be \$7,000. The fees and expenses of the administrator are estimated to be \$12,500. The expenses of the city are estimated to be \$10,000. Accordingly, the total administrative expenses are estimated at \$29,500.

Contingency

A contingency, equal to approximately two percent of annual debt service plus an additional amount to round the special tax requirement to the nearest thousand has been added in case there are unanticipated expenses or tax payment delinquencies.

Reserve Fund Income

As of April 30, 2016, the balance in the reserve fund was \$1,708,194.07, which consists of the reserve requirement of 1,708,192.50 and investment income posted to the account in the amount of \$1.57. The investment income previously posted to the Reserve Fund will be made available to pay debt service on the Series 2004 Bonds on July 1, 2016. The reserve fund proceeds are held in First America Treasury Obligation money market fund earning zero percent per annum. Money market rates have declined over the past years. To be conservative, it is assumed that no investment income will be earned on the balance of the Reserve Fund. Accordingly, no additional investment income is expected to be made available to pay debt service on the Series 2004 Bonds in fiscal year 2016-2017.

Surplus from Prior Year

Table B below outlines the surplus from the prior year that may be applied to pay debt service and administrative expenses for fiscal year 2016-2017. Special taxes in the amount of \$1,260,000.00 were billed for collection in fiscal year 2015-2016. As of April 30, 2016, Prince George's County has reported collecting special taxes in the amount of \$1,263,720.12 (includes interest and penalties and prior year delinquencies) for fiscal year 2015-2016. Special taxes in the

amount of \$811.73 on one condominium unit remain outstanding. This amount represents 0.06 percent of the total special taxes billed for collection during fiscal year 2015-2016. As of April 30, 2016, special taxes in the amount of \$1,262,848.53 billed for collection in fiscal year 2015-2016 have been transferred to the trustee. An additional \$871.59 collected during the month of April will be transferred during the month of May. To be conservative, the outstanding special taxes in the amount of \$811.73 are not included in the calculation for surplus revenues.

A portion of 2015-2016 special tax revenues in the amount \$481,547.00 were used to pay debt service due on the bonds on January 1, 2016. As of April 30, 2016, the balance in the special tax fund and debt service fund were \$818,709.31 and \$4.57, respectively. An additional \$871.59 will be transferred to the special tax fund through the period ending May 31, 2016. As mentioned above, an additional \$1.57 in interest income is also available in the reserve fund. A portion of these funds will be used to pay debt service due on July 1, 2016, which consists of an interest payment and principal payment of \$481,547.00 and \$279,000.00, respectively, as shown on Table B below.

Table B
Surplus from Prior Year

	Series 2003
<u>Available Funds:</u>	
Special tax revenue fund on April 30, 2016	\$818,709.31
Debt service fund on April 30, 2016	\$4.17
Special taxes transferred in May	\$871.59
Reserve fund income on April 30, 2016	\$1.57
<i>Total funds available</i>	<i>\$819,586.64</i>
Interest payment on July 1, 2016	(<i>\$481,547.00</i>)
Principal payment July 1, 2016	(<i>\$279,000.00</i>)
Administrative expenses	(<i>\$17,618.75</i>)
<i>Subtotal expenses</i>	<i>(<i>\$778,165.75</i>)</i>
Surplus from prior year	\$41,420.89

Administrative expenses for fiscal year 2015-2016 were estimated to be \$29,500.00 and were to be funded with special taxes collected in fiscal year 2015-2016. Special taxes in the amount of \$11,881.25 have been transferred from the special tax fund to the administrative expense fund through April 30, 2016. As a result, fiscal year 2015-2016 administrative expenses in the amount of \$17,618.75 (\$29,500.00 – \$11,881.25 = \$17,618.75) remain to be funded with special tax revenues collected in fiscal year 2015-2016. Accordingly, an estimated aggregate surplus of \$41,420.89 will be available to pay debt service and administrative expenses for fiscal year 2016-2017.

Special Tax Collected

The special tax to be collected for the year shall be equal to the special tax requirement. The special tax for each parcel shall be equal to the Equivalent Use Factors of the parcel, divided by the Equivalent Use Factors of all Taxable Property in the District, and the result multiplied by the Special Tax Requirement as shown by the formula below:

$$A = (B \div C) \times D$$

Where the terms have the following meaning:

A = The Special Tax for a Parcel

B = The Equivalent Use Factors of the Parcel

C = The Equivalent Use Factors of all Taxable Property in the District

D = The Special Tax Requirement

Equivalent Use Factors means for any parcel, the number of dwelling units, parking spaces, and building square footage of a parcel by the Land Use Class multiplied by the factor for each Land Use Class as shown in Table C below:

Table C
Land Use Class and Equivalent Use Factors

Land Use Class	Equivalent Use Factors
Office Property	0.70 per 1,000 square feet
Parking Property	0.02 per parking space
Residential Property	1.00 per dwelling unit
Retail Property	1.02 per 1,000 square feet

The equivalent use factors for each taxable parcel classified under office or retail land use classes within the district were computed using building square footages obtained from the State Department of Assessments and Taxation. Schedules from the State Department of Assessments and Taxation showing the building square footage for each parcel, which were used in computing the equivalent use factors for each taxable parcel classified under office or retail land use class within the district, are attached to Appendix B. Schedules for individual condominium units of residential property can be obtained at <http://sdat.resiusa.org/RealProperty/Pages/default.aspx>. The respective land use class and the aggregate building square footage for office and retail property, the aggregate number of dwelling units for residential parcels and the total number of parking spaces for parking property and the corresponding equivalent use factors for each land use class are shown in Table D below.

Table D
Special Tax District Parcels

Land Use Class	Number of Parcels	Building SF/ Dwelling Units / Parking Spaces/	Equivalent Use Factor	Equivalent Use Factors
Office	6	1,474,707	0.70	1032.29
Retail	4	119,119	1.02	121.50
Residential	136	378	1.0	378.00
Parking	2	1,022	0.02	20.44
Total	148			1,552.24

Special taxes are to be collected in a proportional amount equal to each parcel's equivalent use factors such that the total special tax to be collected is equal to the special tax requirement. For fiscal year 2016-2017, the special tax requirement is equal to \$1,280,000.00. The equivalent use factors for all parcels within the district are equal to 1,552.24. As a result, the special tax to be collected per each equivalent use factor is equal to \$824.62 ($\$1,280,000.00 \div 1,552.24 = \824.62).

Table E below shows the aggregate breakdown of special taxes to be collected in the district on the basis of land use class.

Table E
Special Taxes to be Collected
Fiscal Year 2016-2017

Land Use Class	Equivalent Use Factors	Special Tax Per EUF	Special Tax
Office	1,032.29	\$824.62	\$851,247.64
Retail	121.50	\$824.62	\$100,192.07
Residential	378.00	\$824.62	\$311,705.12
Parking	20.44	\$824.62	\$16,855.17
Total	1,552.24		\$1,280,000.00

SPECIAL TAX RATES

Special taxes are to be collected in a proportional amount equal to each parcel's equivalent use factors such that the total special tax collected is equal to the special tax requirement. The total expenses of the district for fiscal year 2016-2017 are estimated to be equal to \$1,321,420.89. Surplus revenues from prior year and interest income available to pay expenses are estimated to be \$41,420.89. Accordingly, the special tax requirement is equal to \$1,280,000.00.

The special taxes to be collected on each parcel for fiscal year 2016-2017 are shown in Appendix A. Appendix B includes schedules from the State Department of Assessments and Taxation showing the building square footage for each parcel, which were used in computing the equivalent use factors for each taxable parcel classified as office and retail land use class within the district.

APPENDIX A

CITY OF HYATTSVILLE UNIVERSITY TOWN CENTER SPECIAL TAX DISTRICT PRINCE GEORGES COUNTY, MARYLAND

SPECIAL TAX ROLL

Parcel Account #	Parcel	Building	Owner	Special Tax FY16-17
356694-0	I	Metro I	NEW TOWN METRO I LLC	\$180,834.00
372073-7	R	Metro II	PG Center II LP	\$248,165.77
372074-5	S	0	ECHO UTC LLC	\$0.00
337808-0	G	Metro IV	PG Metro Center IV, LLC	\$108,530.53
366669-0	L	Metro III	FUCMS 1999 C1 BELCREST RD LLC	\$281,978.84
383475-1	T	Student HS/Garage	MLCFC 2007 8 BELCREST ROAD LLC	\$209,452.65
383474-4	U	Garage/Retail	BE UTC GSA THEATRE LLC	\$16,611.31
366671-6	M	Retail	BE UTC GSA THEATRE LLC	\$10,213.59
366672-4	N	Retail	BE UTC GSA THEATRE LLC	\$9,364.07
372072-9	Q	Retail	BE UTC GSA THEATRE LLC	\$7,088.03
372068-7	P	Office	BE UTC GSA THEATRE LLC	\$31,738.51
372070-3	P	Retail	BE UTC GSA THEATRE LLC	\$65,524.08
393532-7	201	Condo	HUDSON DABNEY S	\$824.62
393533-5	202	Condo	PRIETO LINA M ETAL	\$824.62
393534-3	203	Condo	REPOLE MARIO	\$824.62
393535-0	204	Condo	LAI ANTHONY ETAL	\$824.62
393536-8	205	Condo	MOORE KAREN P	\$824.62
393537-6	206	Condo	MCKAY GORDON A ETA	\$824.62
393538-4	207	Condo	BROOKS SEAN P	\$824.62
393539-2	208	Condo	NIEVES TATIANA	\$824.62
393540-0	209	Condo	WARD MILTON	\$824.62
393541-8	210	Condo	WUSU PROSPER O	\$824.62
393542-6	211	Condo	KUMAZAH INNOCENT K	\$824.62
393543-4	212	Condo	BRADFORD GEORGE &	\$824.62
393544-2	213	Condo	THOMAS LEEAN	\$824.62
393545-9	214	Condo	JONES VINCENT E	\$824.62
393546-7	215	Condo	REPOLE MARIO	\$824.62
393547-5	216	Condo	DOLPHUS MARCUS	\$824.62
393548-3	301	Condo	FERNANDES OSWALD D	\$824.62
393549-1	302	Condo	PERDUE SAMUEL F	\$824.62
393550-9	303	Condo	HILL DAVID W ETAL	\$824.62
393551-7	304	Condo	MANALO ANGELA	\$824.62

APPENDIX A

CITY OF HYATTSVILLE UNIVERSITY TOWN CENTER SPECIAL TAX DISTRICT PRINCE GEORGES COUNTY, MARYLAND

SPECIAL TAX ROLL

Parcel Account #	Parcel	Building	Owner	Special Tax FY16-17
393552-5	305	Condo	BAKER BRIAN	\$824.62
393553-3	306	Condo	SUN LUYU	\$824.62
393554-1	307	Condo	LEE HOYOUNG ETAL	\$824.62
393555-8	308	Condo	BUSTOS-RICKMAN MAR	\$824.62
393556-6	309	Condo	WOJCIK WILLIAM ETA	\$824.62
393557-4	310	Condo	MARFO KOJO A	\$824.62
393558-2	311	Condo	ANTHONY STEVEN ETA	\$824.62
393559-0	312	Condo	KIRUTHI FAMILY TRS D	\$824.62
393560-8	313	Condo	PATTERSON CHARMIANE	\$824.62
393561-6	314	Condo	JOHNSON VERA E	\$824.62
393562-4	315	Condo	BURSE-MONROE BARBARA	\$824.62
393563-2	316	Condo	WHITE MATTIE E & B	\$824.62
393564-0	401	Condo	BANK OF AMERICA N	\$824.62
393565-7	402	Condo	KAPLAN MORIEL E	\$824.62
393566-5	403	Condo	CLEMENTS JOHN H	\$824.62
393567-3	404	Condo	HPB INVESTMENTS LL	\$824.62
393568-1	405	Condo	LUBBEN JOSHUA T ET	\$824.62
393569-9	406	Condo	CRON DAVID A	\$824.62
393570-7	407	Condo	BERHANE SABA	\$824.62
393571-5	408	Condo	POE FAMILY REVOCAB	\$824.62
393572-3	409	Condo	KWON TAE H	\$824.62
393573-1	410	Condo	MENON NISHANT K &	\$824.62
393574-9	411	Condo	EMLAELU ZEWEREDE	\$824.62
393575-6	412	Condo	SAMANTA LISA T	\$824.62
393576-4	413	Condo	KACHEL CHRISTIAN	\$824.62
393577-2	414	Condo	JOHNSON DANIELLE M	\$824.62
393578-0	415	Condo	DAVER ZANEETA E	\$824.62
393579-8	416	Condo	SELLERS CHRISTOPHE	\$824.62
393580-6	501	Condo	SAAD DORY W	\$824.62
393581-4	502	Condo	BAGHDADI LAYA ETAL	\$824.62
393582-2	503	Condo	EMLAELU MUNIT	\$824.62
393583-0	504	Condo	NATHAN BRADLEY J &	\$824.62
393584-8	505	Condo	NZONDJOU PATRICIA	\$824.62
393585-5	506	Condo	LEWIN GREGORY	\$824.62

APPENDIX A**CITY OF HYATTSVILLE
UNIVERSITY TOWN CENTER SPECIAL TAX DISTRICT
PRINCE GEORGES COUNTY, MARYLAND****SPECIAL TAX ROLL**

Parcel Account #	Parcel	Building	Owner	Special Tax FY16-17
393586-3	507	Condo	KUTHYAR SANDEEP	\$824.62
393587-1	508	Condo	WILLIAMS BRIAN A	\$824.62
393588-9	509	Condo	NGUYEN SAM M	\$824.62
393589-7	510	Condo	HPB INVESTMENTS LL	\$824.62
393590-5	511	Condo	BURKE PATRICK C	\$824.62
393591-3	512	Condo	ARELLANO ROCIO M	\$824.62
393592-1	513	Condo	SCOTTON LORI L	\$824.62
393593-9	514	Condo	MCLEAN KYLE	\$824.62
393594-7	515	Condo	KAYA AYDIN	\$824.62
393595-4	516	Condo	FLETCHER FRANCES E	\$824.62
393596-2	601	Condo	JACOB VARGESE ETAL	\$824.62
393597-0	602	Condo	WEINSTEIN DANIEL B	\$824.62
393598-8	603	Condo	ANWUKAH UZOMA T	\$824.62
393599-6	604	Condo	FULLER ALICE	\$824.62
393600-2	605	Condo	BROWN JEFFREY E JR	\$824.62
393601-0	606	Condo	HAFER JEFFREY H ETAL	\$824.62
393602-8	607	Condo	HARTLEY ROCHELLE	\$824.62
393603-6	608	Condo	JUNE HARRY L	\$824.62
393604-4	609	Condo	GONZALES ERIC E ETAL	\$824.62
393605-1	610	Condo	PARKINS JACQUELINE	\$824.62
393606-9	611	Condo	BRAGDON JEREMY S &	\$824.62
393607-7	612	Condo	PANDIT SUNIL K	\$824.62
393608-5	613	Condo	HPB INVESTMENTS LL	\$824.62
393609-3	614	Condo	TOPGM INVESTMENTS	\$824.62
393610-1	615	Condo	BAKER AJA S	\$824.62
393611-9	616	Condo	TRAINOR PATRICK	\$824.62
393612-7	701	Condo	MATTEI ENRICO A	\$824.62
393613-5	702	Condo	ROSADO DOUGLAS	\$824.62
393614-3	703	Condo	AYU HECTOR T	\$824.62
393615-0	704	Condo	GEORGE TONY K & IV	\$824.62
393616-8	705	Condo	CHATO JENNIFER	\$824.62
393617-6	706	Condo	FLORES MARIA A LIV	\$824.62
393618-4	707	Condo	NGUYEN TRANG L T	\$824.62
393619-2	708	Condo	EDENS RICHARD W JR	\$824.62

APPENDIX A

CITY OF HYATTSVILLE UNIVERSITY TOWN CENTER SPECIAL TAX DISTRICT PRINCE GEORGES COUNTY, MARYLAND

SPECIAL TAX ROLL

Parcel Account #	Parcel	Building	Owner	Special Tax FY16-17
393620-0	709	Condo	VOGEL RONALD	\$824.62
393621-8	710	Condo	DUAN CHANGPING	\$824.62
393622-6	711	Condo	CAMPOS WILLIAM	\$824.62
393623-4	712	Condo	WELLS FARGO BANK NA	\$824.62
393624-2	713	Condo	YU HAO	\$824.62
393625-9	714	Condo	CANELA AMIR	\$824.62
393626-7	715	Condo	EDWARD FISHER B	\$824.62
393627-5	716	Condo	DEROSALES JOSEPH C	\$824.62
393628-3	801	Condo	BHAVNANI KISHIN K	\$824.62
393629-1	802	Condo	CASKEY DAVID L ETA	\$824.62
393630-9	803	Condo	CHANG JAY C	\$824.62
393631-7	804	Condo	POWERS JOSEPH C	\$824.62
393632-5	805	Condo	MCCARTHY KATHLEEN	\$824.62
393633-3	806	Condo	YU HAO	\$824.62
393634-1	807	Condo	SMALL STACY N & JU	\$824.62
393635-8	808	Condo	GIPSON TANYA L	\$824.62
393636-6	809	Condo	CHATO JOHN ETAL	\$824.62
393637-4	810	Condo	BOKKISAM RAJESH ET	\$824.62
393638-2	811	Condo	SNOWDEN SAMUEL	\$824.62
393639-0	812	Condo	GENSHEIMER KATHLEE	\$824.62
393640-8	813	Condo	KUNG FAITH	\$824.62
393641-6	814	Condo	SINGH SATINDER ETA	\$824.62
393642-4	815	Condo	CAMERON JOHN	\$824.62
393643-2	816	Condo	ELLISON RAFE R	\$824.62
402119-2	200	Condo	BISHOP THOMAS	\$824.62
402120-0	201	Condo	ASANTE SELINA ETAL	\$824.62
402121-8	202	Condo	ANIKPO MELEI Y	\$824.62
402122-6	203	Condo	AMOS RALPH E JR	\$824.62
402123-4	204	Condo	GOLDBERG SHAINA	\$824.62
402124-2	205	Condo	NORTON EDWARD V	\$824.62
402125-9	206	Condo	BRACHFIELD BLAIRE	\$824.62
402126-7	207	Condo	TALL FRANCINE J	\$824.62
402127-5	208	Condo	EDOROR MICHAEL	\$824.62

APPENDIX A

**CITY OF HYATTSVILLE
UNIVERSITY TOWN CENTER SPECIAL TAX DISTRICT
PRINCE GEORGES COUNTY, MARYLAND**

SPECIAL TAX ROLL

Parcel Account #	Parcel	Building	Owner	Special Tax FY16-17
402128-3	209	Condo	FLEENOR RONALD J	\$824.62
402129-1	210	Condo	KHATIBZADEH MOHAMMAD	\$824.62
402130-9	400	Condo	LIZARRAGA NIKI A	\$824.62
402131-7	401	Condo	GRAHAM LISA	\$824.62
402132-5	402	Condo	HARPER MICHAELA M	\$824.62
402133-3	403	Condo	PANOVSKI NAUM ETAL	\$824.62
402134-1	404	Condo	NGUYEN ALICE C & K	\$824.62
402135-8	405	Condo	RCC PLAZA LOFTS 22	\$824.62
402136-6	406	Condo	MELKONIAN RONALD ETA	\$824.62
402137-4	407	Condo	KOSLOW AMANDA	\$824.62
402138-2	408	Condo	BRIGADOON VALHALLA	\$824.62
402139-0	409	Condo	WONG GORDON Y	\$824.62
402140-8	410	Condo	YU YIFANG	\$824.62
Total				\$1,280,000.00

APPENDIX B

**City of Hyattsville
University Town Center Special Taxing District
State Department of Assessments and Taxation
SDAT Schedules**

Search Result for PRINCE GEORGE'S COUNTY

View Map				View GroundRent Redemption				View GroundRent Registration			
Account Identifier:				District - 17 Account Number - 3566940							
Owner Information											
Owner Name:				NEW TOWN METRO I LLC				Use:		COMMERCIAL	
Mailing Address:				THE BERSTEIN COMPANIES 3299 K ST NW STE 700 WASHINGTON DC 20007-				Principal Residence:		NO	
								Deed Reference:		/34387/ 00304	
Location & Structure Information											
Premises Address:				6505 BELCREST RD HYATTSVILLE 20782-0000				Legal Description:		PARCEL 1	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	198052	
0042	00A2	0000		7016				2016		Plat Ref:	
Special Tax Areas:				Town:				HYATTSVILLE			
				Ad Valorem:							
				Tax Class:				8			
Primary Structure Built			Above Grade Enclosed Area			Finished Basement Area			Property Land Area		County Use
1964			313278						1.7000 AC		005
Stories	Basement	Type		Exterior	Full/Half Bath		Garage	Last Major Renovation			
		OFFICE BUILDING									
Value Information											
			Base Value		Value		Phase-in Assessments				
					As of		As of		As of		
					01/01/2016		07/01/2015		07/01/2016		
Land:			1,110,700		1,401,900						
Improvements			12,889,300		26,829,200						
Total:			14,000,000		28,231,100		14,000,000		18,743,700		
Preferential Land:			0						0		
Transfer Information											
Seller:				Date: 02/08/2013				Price: \$16,000,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /34387/ 00304				Deed2:			
Seller:				Date:				Price: \$0			
Type:				Deed1: /11044/ 00033				Deed2:			
Seller:				Date:				Price:			
Type:				Deed1:				Deed2:			
Exemption Information											
Partial Exempt Assessments:			Class			07/01/2015			07/01/2016		
County:			000			0.00					
State:			000			0.00					
Municipal:			000			0.00 0.00			0.00 0.00		
Tax Exempt:				Special Tax Recapture:							
Exempt Class:				NONE							
Homestead Application Information											
Homestead Application Status: No Application											

Search Result for PRINCE GEORGE'S COUNTY

View Map				View GroundRent Redemption				View GroundRent Registration			
Account Identifier:				District - 17 Account Number - 3720737							
Owner Information											
Owner Name:				PRINCE GEORGE CNTR II LP RE				Use:		COMMERCIAL	
Mailing Address:				SUITE 300 6525 BELCREST RD HYATTSVILLE MD 20782-2003				Principal Residence:		NO	
								Deed Reference:		/23584/ 00680	
Location & Structure Information											
Premises Address:				3700 EAST WEST HWY HYATTSVILLE 20782-0000				Legal Description:		PARCEL R	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	209054	
0042	00A2	0000		7016				2016	Plat Ref:		
Special Tax Areas:				Town:				HYATTSVILLE			
				Ad Valorem:							
				Tax Class:				8			
Primary Structure Built			Above Grade Enclosed Area			Finished Basement Area			Property Land Area		County Use
1968			429924						2.8700 AC		005
Stories	Basement	Type	OFFICE BUILDING			Exterior	Full/Half Bath	Garage	Last Major Renovation		
Value Information											
			Base Value			Value As of 01/01/2016		Phase-in Assessments As of 07/01/2015		As of 07/01/2016	
Land:			1,875,200			1,875,200					
Improvements			56,155,600			43,163,800					
Total:			58,030,800			45,039,000		58,030,800		45,039,000	
Preferential Land:			0							0	
Transfer Information											
Seller: PRINCE GEORGE CNTR II LP				Date: 12/02/2005				Price: \$0			
Type: NON-ARMS LENGTH OTHER				Deed1: /23584/ 00680				Deed2:			
Seller:				Date:				Price: \$0			
Type:				Deed1: /08751/ 00443				Deed2:			
Seller:				Date:				Price:			
Type:				Deed1:				Deed2:			
Exemption Information											
Partial Exempt Assessments:			Class			07/01/2015			07/01/2016		
County:			000			0.00					
State:			000			0.00					
Municipal:			000			0.00 0.00			0.00 0.00		
Tax Exempt:			Special Tax Recapture:								
Exempt Class:			NONE								
Homestead Application Information											
Homestead Application Status: No Application											

Search Result for PRINCE GEORGE'S COUNTY

View Map				View GroundRent Redemption				View GroundRent Registration			
Account Identifier:				District - 17 Account Number - 3720745							
Owner Information											
Owner Name:				ECHO UTC LLC				Use: Principal Residence:		COMMERCIAL NO	
Mailing Address:				701 ALPHA DR PITTSBURGH PA 15238-				Deed Reference:		/35579/ 00001	
Location & Structure Information											
Premises Address:				6401 AMERICA BLVD HYATTSVILLE 20782-0000				Legal Description:		PARCEL S	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	209054	
0042	00A2	0000		7016				2016	Plat Ref:		
Special Tax Areas:				Town: Ad Valorem: Tax Class:				HYATTSVILLE 8			
Primary Structure Built 2016		Above Grade Enclosed Area 199,058 SF		Finished Basement Area		Property Land Area 3.4900 AC		County Use 005			
Stories	Basement	Type MARKET	Exterior	Full/Half Bath		Garage	Last Major Renovation				
Value Information											
			Base Value		Value As of 01/01/2016		Phase-in Assessments As of 07/01/2015		As of 07/01/2016		
Land:			2,280,300		2,280,300						
Improvements			17,179,100		18,601,100						
Total:			19,459,400		20,881,400		19,459,400		19,933,400		
Preferential Land:			0						0		
Transfer Information											
Seller: PRINCE GEORGES CNTR Type: NON-ARMS LENGTH OTHER				Date: 01/29/2014 Deed1: /35579/ 00001				Price: \$2,500,000 Deed2:			
Seller: Type:				Date: Deed1: /08751/ 00443				Price: \$0 Deed2:			
Seller: Type:				Date: Deed1:				Price: Deed2:			
Exemption Information											
Partial Exempt Assessments:		Class		07/01/2015		07/01/2016					
County:		000		0.00		0.00					
State:		000		0.00		0.00					
Municipal:		000		0.00 0.00		0.00 0.00					
Tax Exempt:		Special Tax Recapture:									
Exempt Class:		NONE									
Homestead Application Information											
Homestead Application Status: No Application											

Search Result for PRINCE GEORGE'S COUNTY

View Map			View GroundRent Redemption			View GroundRent Registration					
Account Identifier:			District - 17 Account Number - 3378080								
Owner Information											
Owner Name:			HYATTSVILLE OFFICE 2015 LLC					Use:		COMMERCIAL	
Mailing Address:			675 THIRD AVE SUITE 2400 NEW YORK NY 10017-					Principal Residence:		NO	
								Deed Reference:		/37697/ 00290	
Location & Structure Information											
Premises Address:			3311 TOLEDO RD HYATTSVILLE 20782-0000					Legal Description:		PARCEL G	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	192019	
0042	00A2	0000		7016				2016	Plat Ref:		
Special Tax Areas:				Town:			HYATTSVILLE				
				Ad Valorem:							
				Tax Class:			8				
Primary Structure Built			Above Grade Enclosed Area			Finished Basement Area			Property Land Area		County Use
2003			188019						1.0100 AC		005
Stories	Basement	Type		Exterior	Full/Half Bath		Garage	Last Major Renovation			
		OFFICE BUILDING						2002			
Value Information											
			Base Value		Value		Phase-in Assessments				
					As of		As of		As of		
					01/01/2016		07/01/2015		07/01/2016		
Land:			659,900		659,900						
Improvements			41,516,500		25,114,600						
Total:			42,176,400		25,774,500		42,176,400		25,774,500		
Preferential Land:			0						0		
Transfer Information											
Seller: JPMCC 2003 C1 TOLEDO OFFICE LLC				Date: 12/17/2015				Price: \$7,376,250			
Type: NON-ARMS LENGTH OTHER				Deed1: /37697/ 00290				Deed2:			
Seller: PGMCC IV LLC				Date: 07/08/2014				Price: \$4,875,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /36146/ 00515				Deed2:			
Seller: PRINCE GEORGE CENTER I INC				Date: 11/28/2001				Price: \$400,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /15209/ 00641				Deed2:			
Exemption Information											
Partial Exempt Assessments:			Class			07/01/2015			07/01/2016		
County:			000			0.00					
State:			000			0.00					
Municipal:			000			0.00 0.00			0.00 0.00		
Tax Exempt:			Special Tax Recapture:								
Exempt Class:			NONE								
Homestead Application Information											
Homestead Application Status: No Application											

Search Result for PRINCE GEORGE'S COUNTY

View Map				View GroundRent Redemption				View GroundRent Registration			
Account Identifier:				District - 17 Account Number - 3666690							
Owner Information											
Owner Name:				6525 BELCREST ROAD LLC				Use:		COMMERCIAL	
Mailing Address:				STE 320 33 WEST 19TH ST NEW YORK NY 10011-				Principal Residence:		NO	
								Deed Reference:		/37718/ 00016	
Location & Structure Information											
Premises Address:				6525 BELCREST RD HYATTSVILLE 20782-0000				Legal Description:		PARCEL L	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	205042	
0042	00A2	0000		7016				2016	Plat Ref:		
Special Tax Areas:				Town:				HYATTSVILLE			
				Ad Valorem:							
				Tax Class:				8			
Primary Structure Built			Above Grade Enclosed Area			Finished Basement Area			Property Land Area		County Use
1972			488502						2.7800 AC		005
Stories	Basement	Type		Exterior	Full/Half Bath	Garage	Last Major Renovation				
		OFFICE BUILDING									
Value Information											
				Base Value		Value		Phase-in Assessments			
						As of		As of		As of	
						01/01/2016		07/01/2015		07/01/2016	
Land:				1,966,400		2,219,000					
Improvements				23,033,600		26,483,100					
Total:				25,000,000		28,702,100		25,000,000		26,234,033	
Preferential Land:				0						0	
Transfer Information											
Seller: FUCMS 1999 C1 BELCREST RD LLC						Date: 12/28/2015			Price: \$6,510,001		
Type: NON-ARMS LENGTH OTHER						Deed1: /37718/ 00016			Deed2:		
Seller: PG METRO CENTER III INC						Date: 08/23/2013			Price: \$9,825,000		
Type: NON-ARMS LENGTH OTHER						Deed1: /35120/ 00123			Deed2:		
Seller:						Date:			Price: \$0		
Type:						Deed1: /12085/ 00627			Deed2:		
Exemption Information											
Partial Exempt Assessments:				Class				07/01/2015		07/01/2016	
County:				000				0.00			
State:				000				0.00			
Municipal:				000				0.00 0.00		0.00 0.00	
Tax Exempt:				Special Tax Recapture:							
Exempt Class:				NONE							
Homestead Application Information											
Homestead Application Status: No Application											

Search Result for PRINCE GEORGE'S COUNTY

View Map			View GroundRent Redemption			View GroundRent Registration				
Account Identifier:			District - 17 Account Number - 3834751							
Owner Information										
Owner Name:			MLCFC 2007 8 BELCREST ROAD LLC				Use: Principal Residence:		APARTMENTS NO	
Mailing Address:			C O LNR PARTNERS LLC 1601 WASHINGTON AVE STE 800 MIAMI BEACH FL 33139-				Deed Reference:		/34030/ 00013	
Location & Structure Information										
Premises Address:			6515 BELCREST RD HYATTSVILLE 20782-0000				Legal Description:		PRINCE GEORGE CENTER PARCEL T	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	217014
0042	00A2	0000		7017				2016	Plat Ref:	
Special Tax Areas:				Town:		HYATTSVILLE				
				Ad Valorem:						
				Tax Class:		8				
Primary Structure Built		Above Grade Enclosed Area		Finished Basement Area		Property Land Area		County Use		
2006		389030				1.4300 AC		004		
Stories	Basement	Type		Exterior	Full/Half Bath	Garage	Last Major Renovation			
		APARTMENT								
Value Information										
			Base Value		Value		Phase-in Assessments			
					As of		As of		As of	
					01/01/2016		07/01/2015		07/01/2016	
Land:			934,300		934,300					
Improvements			53,565,700		68,071,800					
Total:			54,500,000		69,006,100		54,500,000		59,335,367	
Preferential Land:			0						0	
Transfer Information										
Seller: UTC HOUSING 1 LLC				Date: 10/17/2012			Price: \$39,150,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /34030/ 00013			Deed2:			
Seller:				Date:			Price: \$0			
Type:				Deed1: /20005/ 00685			Deed2:			
Seller:				Date:			Price:			
Type:				Deed1:			Deed2:			
Exemption Information										
Partial Exempt Assessments:		Class		07/01/2015			07/01/2016			
County:		000		0.00						
State:		000		0.00						
Municipal:		000		0.00 0.00			0.00 0.00			
Tax Exempt:				Special Tax Recapture:						
Exempt Class:				NONE						
Homestead Application Information										
Homestead Application Status: No Application										

Search Result for PRINCE GEORGE'S COUNTY

View Map			View GroundRent Redemption				View GroundRent Registration				
Account Identifier:				District - 17 Account Number - 3834744							
Owner Information											
Owner Name:				BE UTC GSA THEATRE LLC				Use: Principal Residence:		COMMERCIAL NO	
Mailing Address:				BERMAN ENTPR STE 220 5410 EDSON LN ROCKVILLE MD 20852-				Deed Reference:		/36078/ 00001	
Location & Structure Information											
Premises Address:				6500 AMERICA BLVD HYATTSVILLE 20782-0000				Legal Description:		PAR U LOFTS 22 LEV 1 RETAIL&COMM ELE (NPL 09 4021192)	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	217014	
0042	00A2	0000		7017				2016	Plat Ref:		
Special Tax Areas:				Town: Ad Valorem: Tax Class:				HYATTSVILLE 8			
Primary Structure Built			Above Grade Enclosed Area			Finished Basement Area			Property Land Area		County Use
2006			277190						2.5900 AC		005
Stories	Basement	Type	Exterior			Full/Half Bath		Garage	Last Major Renovation		
		PARKING STRUCTURE									
Value Information											
			Base Value			Value As of 01/01/2016		Phase-in Assessments As of 07/01/2015 As of 07/01/2016			
Land:			1,692,300			1,692,300					
Improvements			6,807,700			8,034,200					
Total:			8,500,000			9,726,500		8,500,000		8,908,833	
Preferential Land:			0							0	
Transfer Information											
Seller: HYATTSVILLE PROP HLDNGS LLC				Date: 06/13/2014				Price: \$25,100,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /36078/ 00001				Deed2:			
Seller: HYATTSVILLE PROP HLDNGS LLC				Date: 03/29/2012				Price: \$0			
Type: NON-ARMS LENGTH OTHER				Deed1: /33490/ 00376				Deed2:			
Seller: UTC RETAIL I LLC				Date: 11/18/2011				Price: \$25,100,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /33119/ 00001				Deed2:			
Exemption Information											
Partial Exempt Assessments:			Class			07/01/2015			07/01/2016		
County:			000			0.00					
State:			000			0.00					
Municipal:			000			0.00 0.00			0.00 0.00		
Tax Exempt:				Special Tax Recapture:							
Exempt Class:				NONE							
Homestead Application Information											
Homestead Application Status: No Application											

Search Result for PRINCE GEORGE'S COUNTY

View Map				View GroundRent Redemption				View GroundRent Registration			
Account Identifier:				District - 17 Account Number - 3666716							
Owner Information											
Owner Name:				BE UTC GSA THEATRE LLC				Use:		COMMERCIAL	
Mailing Address:				BERMAN ENTPR STE 220 5410 EDSON LN ROCKVILLE MD 20852-				Principal Residence:		NO	
								Deed Reference:		/36078/ 00001	
Location & Structure Information											
Premises Address:				6450 AMERICA BLVD HYATTSVILLE 20782-0000				Legal Description:		PARCEL M	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	205043	
0042	00A2	0000		7016				2016	Plat Ref:		
Special Tax Areas:				Town:				HYATTSVILLE			
				Ad Valorem:							
				Tax Class:				8			
Primary Structure Built			Above Grade Enclosed Area			Finished Basement Area			Property Land Area		County Use
2007			12143						24,784 SF		005
Stories	Basement	Type	Exterior		Full/Half Bath		Garage	Last Major Renovation			
		RESTAURANT									
Value Information											
			Base Value		Value As of 01/01/2016		Phase-in Assessments As of 07/01/2015		As of 07/01/2016		
Land:			371,700		371,700						
Improvements			1,078,300		1,836,800						
Total:			1,450,000		2,208,500		1,450,000		1,702,833		
Preferential Land:			0						0		
Transfer Information											
Seller: HYATTSVILLE PROP HLDNGS LLC				Date: 06/13/2014				Price: \$25,100,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /36078/ 00001				Deed2:			
Seller: UTC RETAIL II LLC				Date: 11/18/2011				Price: \$25,100,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /33119/ 00001				Deed2:			
Seller:				Date:				Price: \$0			
Type:				Deed1: /20005/ 00700				Deed2:			
Exemption Information											
Partial Exempt Assessments:			Class			07/01/2015			07/01/2016		
County:			000			0.00					
State:			000			0.00					
Municipal:			000			0.00 0.00			0.00 0.00		
Tax Exempt:			Special Tax Recapture:								
Exempt Class:			NONE								
Homestead Application Information											
Homestead Application Status: No Application											

Search Result for PRINCE GEORGE'S COUNTY

View Map				View GroundRent Redemption				View GroundRent Registration			
Account Identifier:				District - 17 Account Number - 3666724							
Owner Information											
Owner Name:				BE UTC PARCEL N LLC				Use:		COMMERCIAL	
Mailing Address:				KEVIN BERMAN BERMAN ENT 5410 EDSON LANE SUITE 220 ROCKVILLE MD 20852-				Principal Residence:		NO	
								Deed Reference:		/36029/ 00586	
Location & Structure Information											
Premises Address:				6400 AMERICA BLVD HYATTSVILLE 20782-0000				Legal Description:		PARCEL N	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	205043	
0042	00A2	0000		7016				2016	Plat Ref:		
Special Tax Areas:				Town:				HYATTSVILLE			
				Ad Valorem:							
				Tax Class:				8			
Primary Structure Built		Above Grade Enclosed Area			Finished Basement Area			Property Land Area		County Use	
								2.4200 AC		005	
Stories	Basement	Type	Exterior	Full/Half Bath		Garage	Last Major Renovation				
Value Information											
			Base Value		Value		Phase-in Assessments				
					As of		As of		As of		
					01/01/2016		07/01/2015		07/01/2016		
Land:			1,438,900		1,438,900						
Improvements			0		0						
Total:			1,438,900		1,438,900		1,438,900		1,438,900		
Preferential Land:			0						0		
Transfer Information											
Seller: HYATTSVILLE PROP HLDNGS LLC				Date: 05/27/2014				Price: \$700,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /36029/ 00586				Deed2:			
Seller: UTC RETAIL III LLC				Date: 11/18/2011				Price: \$25,100,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /33119/ 00001				Deed2:			
Seller:				Date:				Price: \$0			
Type:				Deed1: /20005/ 00700				Deed2:			
Exemption Information											
Partial Exempt Assessments:			Class		07/01/2015		07/01/2016				
County:			000		0.00						
State:			000		0.00						
Municipal:			000		0.00 0.00		0.00 0.00				
Tax Exempt:				Special Tax Recapture:							
Exempt Class:				NONE							
Homestead Application Information											
Homestead Application Status: No Application											

Search Result for PRINCE GEORGE'S COUNTY

View Map			View GroundRent Redemption				View GroundRent Registration				
Account Identifier:				District - 17 Account Number - 3720729							
Owner Information											
Owner Name:				BE UTC GSA THEATRE LLC				Use: Principal Residence:		COMMERCIAL NO	
Mailing Address:				BERMAN ENTPR STE 220 5410 EDSON LN ROCKVILLE MD 20852-				Deed Reference:		/36078/ 00001	
Location & Structure Information											
Premises Address:				6451 AMERICA BLVD HYATTSVILLE 20782-0000				Legal Description:		PARCEL Q	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	209054	
0042	00A2	0000		7016				2016	Plat Ref:		
Special Tax Areas:				Town: Ad Valorem: Tax Class:				HYATTSVILLE 8			
Primary Structure Built			Above Grade Enclosed Area			Finished Basement Area			Property Land Area		County Use
2007			10547						23,522 SF		005
Stories	Basement	Type		Exterior	Full/Half Bath		Garage	Last Major Renovation			
		RETAIL STORE									
Value Information											
			Base Value		Value As of 01/01/2016		Phase-in Assessments As of 07/01/2015 As of 07/01/2016				
Land:			352,800		352,800						
Improvements			747,200		1,489,300						
Total:			1,100,000		1,842,100		1,100,000		1,347,367		
Preferential Land:			0						0		
Transfer Information											
Seller: HYATTSVILLE PROP HLDNGS LLC				Date: 06/13/2014				Price: \$25,100,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /36078/ 00001				Deed2:			
Seller: UTC RETAIL VI LLC				Date: 11/18/2011				Price: \$25,100,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /33119/ 00001				Deed2:			
Seller: PRINCE GEORGE CNTR II LP				Date: 05/02/2006				Price: \$211,600			
Type: ARMS LENGTH VACANT				Deed1: /00000/ 00000				Deed2:			
Exemption Information											
Partial Exempt Assessments:			Class			07/01/2015			07/01/2016		
County:			000			0.00					
State:			000			0.00					
Municipal:			000			0.00 0.00			0.00 0.00		
Tax Exempt:			Special Tax Recapture:								
Exempt Class:			NONE								
Homestead Application Information											
Homestead Application Status: No Application											

Search Result for PRINCE GEORGE'S COUNTY

View Map				View GroundRent Redemption				View GroundRent Registration			
Account Identifier:				District - 17 Account Number - 3720687							
Owner Information											
Owner Name:				BE UTC GSA THEATRE LLC				Use:		COMMERCIAL	
Mailing Address:				BERMAN ENTPR STE 220 5410 EDSON LN ROCKVILLE MD 20852-				Principal Residence: Deed Reference:		NO /36078/ 00001	
Location & Structure Information											
Premises Address:				6501 AMERICA BLVD HYATTSVILLE 20782-0000				Legal Description:		PT PARCEL P	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	209053	
0042	00A2	0000		7016				2016	Plat Ref:		
Special Tax Areas:				Town: Ad Valorem: Tax Class:				HYATTSVILLE 8			
Primary Structure Built 2009			Above Grade Enclosed Area 72576			Finished Basement Area		Property Land Area 1.2400 AC		County Use 005	
Stories	Basement	Type OFFICE BUILDING		Exterior	Full/Half Bath		Garage	Last Major Renovation			
Value Information											
				Base Value		Value As of 01/01/2016		Phase-in Assessments As of 07/01/2015 As of 07/01/2016			
Land:				810,200		810,200					
Improvements				13,689,800		18,489,700					
Total:				14,500,000		19,299,900		14,500,000		16,099,967	
Preferential Land:				0						0	
Transfer Information											
Seller: HYATTSVILLE PROP HLDNGS LLC Type: NON-ARMS LENGTH OTHER				Date: 06/13/2014 Deed1: /36078/ 00001				Price: \$25,100,000 Deed2:			
Seller: UTC RETAIL IV LLC Type: NON-ARMS LENGTH OTHER				Date: 11/18/2011 Deed1: /33119/ 00001				Price: \$25,100,000 Deed2:			
Seller: Type:				Date: Deed1: /20005/ 00705				Price: \$0 Deed2:			
Exemption Information											
Partial Exempt Assessments:			Class			07/01/2015			07/01/2016		
County:			000			0.00					
State:			000			0.00					
Municipal:			000			0.00 0.00			0.00 0.00		
Tax Exempt:			Special Tax Recapture:								
Exempt Class:			NONE								
Homestead Application Information											
Homestead Application Status: No Application											

Search Result for PRINCE GEORGE'S COUNTY

View Map				View GroundRent Redemption				View GroundRent Registration			
Account Identifier:				District - 17 Account Number - 3720703							
Owner Information											
Owner Name:				BE UTC GSA THEATRE LLC				Use:		COMMERCIAL	
Mailing Address:				BERMAN ENTPR STE 220 5410 EDSON LN ROCKVILLE MD 20852-				Principal Residence: Deed Reference:		NO /36078/ 00001	
Location & Structure Information											
Premises Address:				6501 AMERICA BLVD HYATTSVILLE 20782-0000				Legal Description:		PT PARCEL P	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	209053	
0042	00A2	0000		7016				2016	Plat Ref:		
Special Tax Areas:				Town: Ad Valorem: Tax Class:				HYATTSVILLE 8			
Primary Structure Built 2007			Above Grade Enclosed Area 79373			Finished Basement Area			Property Land Area 2.6900 AC		County Use 005
Stories	Basement		Type CINEMA	Exterior	Full/Half Bath		Garage	Last Major Renovation			
Value Information											
				Base Value		Value As of 01/01/2016		Phase-in Assessments As of 07/01/2015 As of 07/01/2016			
Land:				1,757,600		1,757,600					
Improvements				10,642,400		10,786,800					
Total:				12,400,000		12,544,400		12,400,000		12,448,133	
Preferential Land:				0						0	
Transfer Information											
Seller: HYATTSVILLE PROP HLDNGS LLC Type: NON-ARMS LENGTH OTHER				Date: 06/13/2014 Deed1: /36078/ 00001				Price: \$25,100,000 Deed2:			
Seller: UTC RETAIL IV LLC Type: NON-ARMS LENGTH OTHER				Date: 11/18/2011 Deed1: /33119/ 00001				Price: \$25,100,000 Deed2:			
Seller: PRINCE GEORGE CTR II LTD P Type: ARMS LENGTH IMPROVED				Date: 05/02/2006 Deed1: /00000/ 00000				Price: \$1,054,500 Deed2:			
Exemption Information											
Partial Exempt Assessments:				Class				07/01/2015		07/01/2016	
County:				000				0.00			
State:				000				0.00			
Municipal:				000				0.00 0.00		0.00 0.00	
Tax Exempt:				Special Tax Recapture:							
Exempt Class:				NONE							
Homestead Application Information											
Homestead Application Status: No Application											



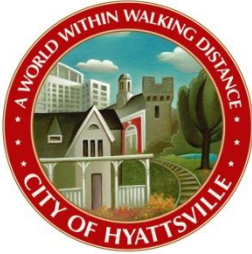
CITY OF HYATTSVILLE

4310 Gallatin Street
Hyattsville, Maryland 20781
Phone: (301) 985-5000

CITY COUNCIL AGENDA FORM

TITLE: PRINCE GEORGE'S PLAZA BRANDING & MARKETING STRATEGY MOU

Motion #:	83-05-16
Council Meeting Date:	5/16/2016
Agenda Section:	Action
Recommendation:	I move that the Mayor and Council approve the expenditure of \$10,000 and authorize City Administrator to execute a memorandum of understanding with the Prince George's County Economic Development Corporation for the purpose of jointly developing a branding and marketing strategy for the Prince George's Plaza Transit District.
Department:	Community & Economic Dev.
Staff Contact:	Jim Chandler
Council Sponsor:	At the request of the City Administrator
Summary Background:	As briefed by City Staff at the Hyattsville City Council meeting on April 18, 2016, the Maryland-National Capital Parking & Planning Commission is finalizing an update to the Prince George's Plaza Transit District Development Plan (TDDP) with the adoption of the plan scheduled for June/July 2016. One of the central actionable recommendations is a branding and marketing effort intended to better reflect the current and future built-environment and vision for the Transit District. The County has committed to funding the majority of costs associated with hiring a firm to develop a brand and marketing strategy. They are requesting the City contribute a portion of the total project costs. A full memorandum and draft MOU are attached and provide additional details regarding this agenda item.
Next Steps:	Staff will proceed with the execution of the agreement and project management assistance as described in the MOU and memorandum.
Alternatives:	Funding for this project by Prince George's County EDC and M-NCPPC is included in each agency's respective FY2016 budgets.
Fiscal Impact:	Funding for this project is included in the FY2017 City budget proposal with expenditure on or after July 1, 2016.
Community Engagement:	A series of community engagement sessions will be scheduled and publicized jointly by participating public agencies and as part of the contracted scope of services.
Strategic Goals:	☐ Goal 1 – Ensure Transparent & Accessible Governance ☒ Goal 2 – Ensure the Long-Term Economic Viability of the City ☐ Goal 3 – Promote a Safe & Vibrant Community ☐ Goal 4 – Foster Excellence in all City Operations Goal 5 – Strengthen the City's Identity as a Diverse, Creative and Welcoming Community
Legal Review:	Complete
Attachments:	Memorandum: April 13, 2016



Memo

To: Mayor and Council

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

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

Date: April 13, 2016

Re: Prince George's Plaza Branding & Marketing Strategy

The purpose of this memorandum is to advise the Mayor and City Council on a proposed joint effort to develop a branding and marketing strategy for the Prince George's Plaza Transit District.

Summary

The Maryland-National Capital Parking & Planning Commission is finalizing an update to the Prince George's Plaza Transit District Development Plan (TDDP) with the adoption of the Plan scheduled for June/July 2016. One of the central actionable recommendations included in the document is a branding and marketing effort intended to better reflect the current and future built-environment and vision for the Transit District. We anticipate the effort to rename the area will be similar to other notably successful efforts including NoMA in DC (North of Massachusetts) and Pike & Rose in North Bethesda. The strategy will serve as the first phase of rebranding the area and include:

- Name development
- Logo
- Signage Concept Development
- Community Stakeholder/Neighborhood Workshops

The second phase of the strategy will focus on the design of physical improvements and signage.

The County is committed to funding the majority of costs for hiring a firm to develop a brand and a marketing strategy at a cost of \$75,000. They are requesting the City contribute \$10,000 to the total project costs. The project funds would be managed by the Prince George's County Economic Development Corporation (EDC) and the project roles and responsibilities would be defined through a joint Memorandum of Understanding with each public agency.

Funding for this effort has been included in the FY2017 Community & Economic Development budget proposal and it is the Director's request that the Council authorize the City's approval of an MOU to participate in this effort. The MOU has not been drafted but will be provided to the City Council when the item is presented for approval. It is my professional opinion that the City's participation in this strategy is critical to fostering the long-term economic success of the City.



CITY OF HYATTSVILLE

4310 Gallatin Street
Hyattsville, Maryland 20781
Phone: (301) 985-5000

CITY COUNCIL AGENDA FORM

TITLE: LOAN APPROVAL FOR HYATTSVILLE VOLUNTEER FIRE DEPARTMENT

Motion #:	
Council Meeting Date:	5/16/2016
Agenda Section:	Discussion
Recommendation:	The administration recommends Council approve a loan to Hyattsville Volunteer Fire Department not to exceed \$350,000 for ten years at a rate of 3.2%. These funds are to be used to refurbish a 2006 Seagrave Marauder Tractor Drawn 100' Aerial Ladder Truck. Upon completion of final terms, review and approval of all financial documents by the City Attorney, all documents will be presented to the City Administrator for signature.
Department:	Finance
Staff Contact:	Ron Brooks
Council Sponsor:	City Administrator
Summary Background:	Currently the Hyattsville Volunteer Fire Department has a loan with the City that was granted in May of 2011 in the amount of \$120,000. This loan was granted for ten years at 3.5% and is scheduled to end in May of 2021. The rate of 3.5% was significantly less than rates offered through traditional lending and provided meaningful savings to the department. The proceeds from this loan were used to finance the balance of a new Engine that was also partially funded by a federal grant. Currently HVFD is paid ahead of schedule by two years and is expected to retire this loan prior to 2021. HVFD is requesting a new loan in the amount of \$350,000 to refurbish a 2006 Seagrave Marauder Tractor Drawn 100' Aerial Ladder Truck. After completing the rehab of this truck the useful life of is expected to be 10 to 15 years. The organization considered other funding sources but the available rate and terms were not as favorable as anticipated. As a result, they are asking the City to provide resources and financial terms that are structured to the useful life of this equipment.
Next Steps:	The City Attorney final review and approval of documents, signature by City Administrator and release of funds to HVFD.
Alternatives:	
Fiscal Impact:	Providing these funds will reduce available cash. However, after completing a review of our current cash position, net of projected wages, pensions, health insurance and other fixed cost for the next eight months, we will still have a strong cash position.
Community Engagement:	
Strategic Goals:	X Goal 1 – Ensure Transparent & Accessible Governance ☐ Goal 2 – Ensure the Long-Term Economic Viability of the City ☐ Goal 3 – Promote a Safe & Vibrant Community ☐ Goal 4 – Foster Excellence in all City Operations ☐ Goal 5 – Strengthen the City's Identity as a Diverse, Creative and Welcoming Community
Legal Review:	Pending
Attachments:	





CITY OF HYATTSVILLE

4310 Gallatin Street
Hyattsville, Maryland 20781
Phone: (301) 985-5000

CITY COUNCIL AGENDA FORM

TITLE: BODY WORN CAMERA PROGRAM

Motion #:	TBD
Council Meeting Date:	5/16/2016
Agenda Section:	Discussion
Recommendation:	I move that the Mayor and Council approve the sole source procurement of Panasonic Arbitrator Body Worn Cameras and additionally authorize the expenditure of \$15,000 from the FY2016 Police Department Capital Improvement Budget for the purchase of Body Worn Camera equipment
Department:	Police
Staff Contact:	Chief Douglas K. Holland
Council Sponsor:	At the request of the City Administrator
Summary Background:	The Hyattsville City Police Department began a pilot Body Worn Camera (BWC) program in August 2013 after public discussion and approval from the Mayor and Council. The program was supported by the Local Government Insurance Trust (LGIT). An evaluation and update of the program was presented to the Mayor and Council in March 2015. The conclusion of the evaluation was that the make and model of camera provided by LGIT was insufficient for police work, but the program had merit and we should invest in a better camera system with more dependability and better security of video images. After a lengthy evaluation, the Police Department is recommending the sole source purchase of the Panasonic Arbitrator Body Worn Camera and authorization to spend \$15,000 from the approved FY2016 Police Department Capital Improvement Budget to purchase Body Worn Camera equipment.
Next Steps:	Procure Body Worn Camera equipment
Alternatives:	N/A
Fiscal Impact:	Expenditure of \$15,000 from the approved FY2016 Police Capital Improvement Budget
Community Engagement:	N/A
Strategic Goals:	X Goal 1 – Ensure Transparent & Accessible Governance ☐ Goal 2 – Ensure the Long-Term Economic Viability of the City X Goal 3 – Promote a Safe & Vibrant Community ☐ Goal 4 – Foster Excellence in all City Operations ☐ Goal 5 – Strengthen the City’s Identity as a Diverse, Creative and Welcoming Community
Legal Review:	Pending
Attachments:	Body Worn Camera Program Memo; MPTC Body Worn Camera Model Policy; Police Draft General Order



Memo

To: Mayor and Council
From: Douglas K. Holland, Chief of Police
CC: Tracey E. Nicholson, City Administrator
Date: May 9, 2016
Re: Body Worn Camera Program

Date: May 9, 2016
To: Mayor Candace Hollingsworth
Members of the City Council
Thru: Tracey Nicholson
City Administrator
From: Douglas K. Holland
Chief of Police
Reference: Body Worn Camera Program

Background:

The Hyattsville City Police Department began a pilot Body Worn Camera (BWC) program in August 2013 after public discussion and approval from the Mayor and Council. The program was supported by the Local Government Insurance Trust (LGIT) who provided at no cost thirty (30) BWCs manufactured by the Veho Corporation and marketed as the model MUVI VEC-003 Digital Video Camera. The Department's first General Order was drafted with input and approval from

the City Attorney and published in March 2013 and later updated in July 2013. An evaluation and update of the program was presented to the Mayor and Council in March 2015. The conclusion of the evaluation was that the make and model of camera provided by LGIT was insufficient for police work, but the program had merit and we should invest in a better camera system with more dependability and better security of video images.

The primary purpose of the BWC pilot program was to evaluate the practicality of using BWCs in everyday police work. Some other benefits we were hoping to see was strengthening and complimenting courtroom testimony in criminal trials, to reduce complaints and provide evidence to assist investigators when complaints were made against police officers, to reduce the agency's liability in civil lawsuits and to build transparency, trust and legitimacy with the community. As of March 9, 2016, the Veho MUVI Cameras had provided approximately 5,724 digital recordings, had been assigned to 21 street patrol officers, and have been in operation for almost 3-1/2 years.

After the first 14 months of "real world" testing, the program had revealed the following "pros:"

1. An officer was promptly cleared of administrative and criminal violations related to a Departmental shooting in late 2013.
2. BWC videos were helpful to investigators in determining guilt or innocence in several internal investigations.
3. The small physical size of the camera makes it easy to carry on the officer's shirt and does not interfere with other items attached to the officer's uniform such as the portable radio's external speaker-microphone.
4. Officers are generally accepting of this new technology and feel it can help defend them from false or exaggerated accusations and will, in many cases, conclude internal investigations faster.
5. There was no cost to the department as the cameras were supplied as part of a pilot program.

At the same time, the following "cons" were discovered:

1. The supplied cameras are a low cost, low-quality product and have proven themselves to be flimsy and unable to survive the rigors of everyday street patrol work.
2. The "run time" of the rechargeable batteries is short, requiring frequent recharge cycles and resulting in reduced operational run time.
3. The camera's small size, while convenient, makes it very hard to operate the tiny on/off switches, especially in stressful situations or when wearing gloves. In other words, they are not "user friendly."
4. The method of transferring video data is cumbersome, unreliable, and does not follow established protocols for evidence chain-of-custody. (Videos can be easily deleted.)

5. The camera manufacturer does not offer any type of “back end” software for maintaining video files, tagging videos to individual officers, or provide a database for easy video retrieval.
6. Officers are often frustrated when the cameras do not work as they are supposed to, the batteries die in the middle of an incident, or when they are unable to download videos at the end of each shift due to continual “data transfer” problems.
7. BWCs are NOT the sole solution to transparency, nor do they tell the whole story of an incident captured on video. What is not known is what has happened prior to the BWC being turned on, or what information is known to the officer on the scene, like prior calls for police service involving violence.

Continuation of the Body Worn Digital Camera Program

Various studies show that the continued use of BWCs will build trust and legitimacy within the community. Being more transparent will greatly benefit both the officers that use them and the members of the public which they are sworn to protect. In order for the program to move forward in a reliable and effective manner some changes will have to be made both in the type of camera that is used and the manner in which the video data files are uploaded and stored.

First, the agency must replace the existing Veho MUVI BWC with a make and model that is of professional quality from an established vendor. For the past twelve months the Technical Services Section has been in contact with several well known BWC manufacturers and arranged for live demonstrations of their products, and/or had their products loaned to the department for field testing.

Secondly, a more permanent, more secure and more reliable method of downloading and storing video files must be established. That method will be influenced by the brand of camera that is eventually purchased, but at this time, it appears that the most cost effective method is to store the data on a local server, preferably with no interaction by the officer using the camera.

The following manufacturer’s products have been reviewed and/or field tested:

1. MUVI Veho: Free from our Local Government Insurance Trust (LGIT). Not very user friendly: tiny start button. It only comes with a belt clip that often breaks. Does not hold firmware data which loses the date / time stamp. Does not have secure download and data storage.
2. Watch Guard Video Systems: Quality product, but only a prototype was available for field testing. Uses local storage of videos with no recurring costs, and has a very wide “field-of-view.” On the other hand, the camera itself was very thick and bulky.
3. Axiom/Taser International: Quality product. High end of the cost spectrum, and requires the use of a cloud-based evidence storage program with recurring payments for service.
4. VieVu Video Products: Did not appear to be a quality product, but was still at the high end of the cost spectrum. No wide angle field-of-view, and very short battery run time.

5. Patrol-Eyes Video Cameras: Somewhat new company. The product was tested and found to be of low quality, with a cumbersome method of transferring videos to the storage server.
6. 10-8 Video Products: Another somewhat new player in the law enforcement BWC field. This camera is unique in that it can *double as a police radio microphone*, but is somewhat awkward when not used in that manner. This unit is at the low end of the cost spectrum, and its durability is questionable. Like the Patrol Eyes camera above, it too requires a cumbersome method of transferring videos to the storage server.
7. Panasonic Arbitrator BWC: Panasonic is a well established company and has been in the mobile police video business for many years. The Arbitrator BWC is essentially an *extension* of the Panasonic mobile video system, which has been used in all of our marked police vehicles since 2009. The BWC itself is small and lightweight and offers a “wireless upload feature” which affords an automatic, secure transfer of data with minimal interaction by the user.

While the majority of the BWCs we tested provided exceptional video clarity in daylight settings, many were less than desirable in low light situations. Additionally, most required some sort of manual connection (i.e. plugging in a mini USB cable to another device) to download the videos, which has proven itself to be cumbersome, time consuming, and often leads to videos not being downloaded in a timely manner. With the exception of the Axiom/Taser brand, all of the manufacturers required the installation and setup of a completely separate back end database to catalog and research stored videos. (Taser requires storing videos in the “cloud,” so their database software is web-based.)

Evaluation Results

After twelve months of field testing and evaluations it has been decided that the best choice for our agency is the Panasonic Arbitrator Body Worn Camera. This BWC has the following important features that make it stand out from the other cameras we tested:

- Small, lightweight, and easy to operate with minimal buttons to push.
- Manufactured to military specifications (MilSpec) for Ruggedness and Durability.
- Has a nominal run time of 8 hours, which can be extended to 12 hours if necessary.
- Has a 130 degree field of vision, as recommended by the National Institute of Justice.
- Video Data is in a proprietary, encrypted format making it practically impossible to be read without the use of specialized software.
- Has a low light rating of .5 Lux, for acceptable videos as night.
- Has internal storage capacity of 32GB.
- Has the ability to “tag” (bookmark) notable incidents for quick recall at a later date.
- Records at the recommended 30 frames per second.
- Has the ability to take still photos in addition to video.
- Has built-in GPS metadata.



- Has a red LED recording indicator.
- Offers a 30 second pre-record feature (Same as the In-Car Video System)
- Has wireless (hands free) video data upload ability.
- Is a companion product to our existing Panasonic Arbitrator In-Car Video Recording System and it shares the same encrypted back office database software and video storage device developed by Panasonic.

The two most important features listed are the body worn camera's ability to perform *wireless video uploads* and its *integration with our existing Arbitrator In-Car Video Camera System Encrypted Software*.

First, the wireless upload feature on the Panasonic Arbitrator BWC means that it will automatically begin uploading video every time the officer is in the parking lot of the police station or inside of the building. This will result in timely uploads (often several times a day), instead of relying on the officer to manually connect the camera and upload the video.

The second prominent feature of Panasonic Arbitrator BWC is that it is a *companion* to the agency's existing Arbitrator In-Car Video System. This system has proven to be a reliable product for the past eight years. The existing Panasonic Arbitrator system already has the ability to wirelessly upload mobile video data, and as such, the two camera systems will share a common wireless data transfer function. They will also share the same encrypted back-office database software application and the video data from both cameras will be stored on the same Network Attached Storage (NAS) drive.

The department recently purchased a larger (16TB) data storage device specifically for the storage of mobile video data, so this setup is not only efficient, but saves the agency from having to purchase separate back office software for cataloging and researching videos, a separate storage device for the body camera video data and/or a separate Wi-Fi network for the wireless uploading of data. (Note: The Arbitrator Mobile Video Wi-Fi Network is different than the City's existing Wi-Fi network infrastructure.) With the Panasonic Arbitrator Digital Video Evidence Collection System we can securely store and effectively manage both In-Car Videos and BWC videos all with Panasonic's single-platform encrypted software.

Best Practices and Standards

Part of the BWC evaluation process was to compare each camera to the Best Practices guidelines and suggested technical standards as recommended by the following:

- Implementing a Body Worn Camera Program Recommendations and Lessons Learned Community Oriented Policing Services (COPS) & Police Executive Research Forum (PERF)
- The Bureau of Justice Body Worn Camera Tool Kit (BJA)
- Body Worn Camera Model Policy Maryland Police Training Commissions (MPTC)
- The Governor's Office of Crime Control and Prevention (GOCCP)

➤ Home Office - Centre for Applied Science & Technology (UK)

The Panasonic Arbitrator BWC meets and exceeds all of the recommended standards in the United States and meets 37 out of 40 of the United Kingdom Technical Guidance Standards.

The three United Kingdom standards that it does not meet are:

1. The ability to manipulate the lens
2. The ability to play video back on the camera itself
3. The ability to indicate audio and video levels visually

All three of these guidance standards are considered “user decision” items, meaning they are neither recommended nor essential.

Commission on Accreditation for Law Enforcement Agencies (CALEA)

There is one mandatory standard, 41.3.8, in the CALEA Standards Manual related to BWCs:

If the agency employs in-car and/or body worn cameras, a written directive includes:

- a. Policy statement on purpose and organization philosophy regarding use;
- b. Requirements and restrictions for activation and deactivation of the device;
- c. Criminal and administrative use of camera captured data;
- d. Data storage and retention requirements;
- e. Equipment and maintenance and inspection procedures;
- f. Training requirements for users and supervisors; and
- g. Requirements for documented review of camera captured data including frequency and quantity

The revised Police Department General Order drafted with input and approval from the City Attorney complies with this standard.

The President’s Task Force on 21st Century Policing

Pillar 3 of the President’s Task Force on 21st Century Policing is titled Technology and Social Media. The process used to publicly discuss and evaluate the Police Department BWC program, the make and model of the BWC selected and the revised Police Department General Order will bring the agency into compliance with the following Recommendations and Action Items.

- 3.1.1 Action Item: Law enforcement agencies should deploy smart technology that is designed to prevent the tampering with or manipulating of evidence in violation of policy.

- 3.2 Recommendation: The implementation of appropriate technology by law enforcement agencies should be designed considering local needs and aligned with national standards.
- 3.2.1 Action Item: Law enforcement agencies should encourage public engagement and collaboration, including the use of community advisory bodies, when developing a policy for use of a new technology.
- 3.2.2 Action Item: Law enforcement agencies should include an evaluation or assessment process to gauge the effectiveness of any new technology, soliciting input from all levels of the agency, from line officer to leadership, as well as assessment from members of the community.
- 3.3.3 Action Item: Law enforcement agencies should review and consider the Bureau of Justice Assistance's (BJA) Body Worn Camera Toolkit to assist in implementing BWCs.

Police Policy, Procedures and Training

Since the Department's original BWC General Order was drafted in March 2013 there have been very significant changes in State law and BWC technology. During the 2015 Maryland legislative session, Senate Bill 482 was passed. This bill created Public Safety Article Section 3-511 establishing the "Commission Regarding the Implementation and Use of Body Cameras by Law Enforcement Officers". This Commission was required to make recommendations to the Maryland Police Training Commission (MPTC) for a BWC Model Policy by October 1, 2015. The MPTC was required in turn to publish, and in fact did publish a Statewide BWC Model Policy in January 2016.

After review of the best practices and standards listed above and the MPTC BWC Model Policy, the Police Department has worked closely with the City Attorney's Office to update the Police General Orders to comply with all established standards. The policy is still in draft format, but close to completion. The final General Order will be made available to the Mayor, Council and public and posted on the Police Department website

All Department personnel issued a BWC and In Car Video System will be trained on our agency policy and the operation of the Mobile Recording Devices prior to use in the field.

Equipment and Vendor

As stated earlier in this report the recommended BWC for use by the Hyattsville City Police is the Panasonic Arbitrator BWC. Because the Arbitrator BWC is essentially an *extension* of the Panasonic mobile video system, which has been used in all of our marked police vehicles since 2009, and since it shares the same encrypted back office database software and video storage

device developed by Panasonic, this product meets all requirements of the City of Hyattsville Department of Finance Procurement Policy, Section 4 for Sole Source Procurement.

The necessary Panasonic Arbitrator BWC hardware will be purchased from and installed by the Brekford Company under existing Maryland State Contract BPO# 060B2490022

Acknowledgements

I would like to publicly acknowledge and commend all members of the Hyattsville City Police Department for their input and acceptance of BWCs, and especially Lt. Chris Purvis, Sergeant Richard Hartnett, Sergeant Patrick O'Hagan and Sgt. Christine Fekete (Retired) for their diligent and thorough efforts in this very important project.

Recommendation:

It is recommended that the Mayor and Council approve the sole source procurement of Panasonic Arbitrator Body Worn Cameras and additionally authorize the expenditure of \$15,000 from the FY2016 Police Department Capital Improvement Budget for the purchase of Body Worn Camera equipment.

Body-worn Camera Policy

These minimum standards have been adopted by the Maryland Police Training Commission (MPTC) in accord with 3-511 of the Public Safety Article which required the MPTC to develop and publish online a policy for the issuance and use of a body-worn camera (BWC) by a law enforcement officer.

In Summary:

1. Agencies must issue a written policy prior to implementing a BWC program, and it must meet or exceed the minimum standards in this document, and
2. Every law enforcement officer using a BWC must make a reasonable effort to comply with these standards.

<i>BWC Policy Minimum Standards</i>	<i>Statutory References</i>
A. TESTING: Prior to beginning each shift, the assigned agency member shall perform a function test of the BWC in accordance with the manufacturer's recommendations and agency policy.	PS §3-511: (1) the testing of body-worn cameras to ensure adequate functioning
B. MALFUNCTIONS: Upon discovering a BWC malfunction, agency members shall promptly report the malfunction to a supervisor or other appropriate authority in accordance with agency policy regarding malfunctions.	PS §3-511: (2) the procedure for the law enforcement officer to follow if the camera fails to properly operate at the beginning of or during the law enforcement officer's shift
C. MANDATORY ACTIVATION: Subject to paragraph three of this recommendation below, officers shall begin recording with their BWCs in the below circumstances unless doing so would be unsafe, impossible, or impractical. If officers are unable to begin recording with the BWC due to circumstances making it unsafe, impossible, or impractical to do so, officers shall begin recording with the BWC at the first reasonable opportunity to do so. 1. At the initiation of a call for service or other activity that is investigative or enforcement in nature, or an encounter between the officer and a member of the public that is investigative or enforcement in nature; and 2. Any encounter that becomes confrontational after the initial contact. 3. When victims, witnesses or other individuals wish to make a statement or share information, but refuse to do so while being recorded, or request that the camera be turned off, officers may turn off the BWC in order to obtain the statement or information. If the encounter begins when the BWC is not actively recording, the law enforcement officer may, but is not required to, temporarily activate the BWC for the sole purpose of documenting the person's refusal to be recorded.	PS §3-511: (3) when recording is mandatory

D. <u>PROHIBITED ACTIVATION:</u> A law enforcement officer shall not activate a camera to record: 1. Agency personnel during routine administrative activities; or 2. Non-work related personal activity.	PS §3–511: (4) when recording is prohibited PS §3–511: (16) specific protections for individuals when there is an expectation of privacy in private or public places
E. <u>ENDING A RECORDING:</u> Once recording with a BWC has been initiated, officers shall not end the recording until: 1. The event or encounter has fully concluded; or 2. The officer leaves the scene and anticipates no further involvement in the event; or 3. A supervisor or agency policy has authorized that a recording may cease because the officer is no longer engaged in a related enforcement or investigative activity; or, 4. When victims, witnesses or other individuals wish to make a statement or share information but refuse to do so while being recorded, or request that the camera be turned off, officers may turn off the BWC in order to obtain the statement or information.	PS §3–511: (7) when a recording may be ended
F. <u>NOTIFICATION:</u> 1. Except as otherwise exempted by law, a law enforcement officer shall notify, as soon as is practicable, the individual that the individual is being recorded, unless it is unsafe, impractical, or impossible to do so. 2. The notice provision is satisfied even if another individual becomes a party to the communication after the initial notice has been provided.	PS §3–511: (8) providing notice of recording PS §3–511: (15) notification requirements when another individual becomes a party to the communication following the initial notification PS §3–511: (6) when recording may require consent of a subject being recorded
G. <u>CONFIDENTIALITY:</u> 1. Leased or purchased BWC equipment and all recordings are the property of the law enforcement agency, and only BWC equipment approved by agency policy shall be worn. 2. Except as authorized by agency policy, copying, releasing, altering, erasing or allowing unauthorized viewing of an agency video recording (or portion thereof) is prohibited and may subject an officer to disciplinary action.	PS §3–511: (9) access to and confidentiality of recordings

H. <u>REQUIRED STORAGE AND MAINTENANCE OF RECORDINGS:</u> 1. All files shall be securely saved and stored in accordance with agency policy. 2. Each agency's written policy shall include standards and procedures that address: a. security and access control, and b. creation of audit trails and access logs. 3. Each agency shall retain an unedited original version of stored body-worn camera footage, and should log anytime the footage is viewed, for what length of time and by whom, as well as any copying or editing.	PS §3-511: (10) the secure storage of data from a body-worn camera
I. <u>REVIEW OF RECORDINGS:</u> 1. Agencies' written policies shall include when members may view BWC recordings. Reasons to view and use recordings may include, but not be limited to: a. Report writing or preparation of other official documents; b. Court preparation; c. Review of prosecution evidence; d. Victim/witness/suspect statements; e. Crime scenes; f. Statement of charges; g. Administrative investigations; h. Training; i. Performance review; j. Incident critique; k. Maryland Public Information Act (MPIA) requests; l. Policy compliance; m. Disclosures required by law. 2. Additional considerations: a. A BWC recording of a constitutionally protected activity may not be used to identify persons present at the activity who are not suspected of being engaged in illegal activity or in need of assistance. b. The stored video and audio data from a body worn camera may not: i. be used to create a database or pool of mug shots; ii. be used as fillers in photo arrays; or iii. be searched using facial or voice recognition software. c. This subsection does not prohibit an agency from using recognition software to analyze the recording of a particular incident when a supervisory law enforcement officer has reason to believe that a specific suspect or person in need of assistance may be subject of a particular recording.	PS § 3 – 511: (11) review and use of recordings

J. <u>RETENTION OF RECORDS:</u> An agency's written policy shall include retention period(s) for BWC recordings.	PS § 3 – 511: (12) retention of recordings
K. <u>DISSEMINATION AND RELEASE OF RECORDINGS:</u> BWC video/audio recordings from body cameras will be released as required by the MPIA or other governing law.	PS § 3 – 511: (13) dissemination and release of recordings
L. <u>TRAINING AND DISCIPLINE:</u> 1. Agencies shall ensure that officers are trained on agency policy and the operation of the BWC equipment prior to use in the field. Training shall also include alternative methods for effective notification of recording to persons with special needs or limited English proficiency. 2. Agencies written policies shall state that violations of the agency policy may result in discipline.	PS § 3 – 511: (14) consequences for violations of the agency's body-worn camera policy
M. <u>DISCRETIONARY ACTIVATION:</u> When not otherwise prohibited by law or agency policy, officers may begin recording with their BWC in circumstances when they determine that doing so would be beneficial to the public interest.	PS § 3 – 511: (5) when recording is discretionary
N. <u>WRITTEN POLICY REQUIRED:</u> Each law enforcement agency shall develop and issue a written policy for using BWCs that is consistent with state law and policy issued by the Maryland Police Training Commission prior to implementing a BWC program.	PS § 3 – 511: (17) any additional issues determined to be relevant in the implementation and use of body-worn cameras by law enforcement officers
O. <u>INCIDENT REPORTS:</u> Incident reports should note any use of BWC.	PS § 3 – 511: (17) any additional issues determined to be relevant in the implementation and use of body-worn cameras by law enforcement officers
P. <u>AGENCY BWC POLICIES:</u> BWC policies of agencies shall be made available to the public.	PS § 3 – 511: (17) any additional issues determined to be relevant in the implementation and use of body-worn cameras by law enforcement officers



Hanover, MD 21076
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73

SALES ESTIMATE

DATE	QUOTE #
3/9/2016	160316Q

FEDERAL ID: 20-4086662

NAME / ADDRESS

Hyattsville City PD
4310 Gallatin Street
Hyattsville, MD 20781

SHIP / DELIVER

Hyattsville City PD
attn: Lt. Chris Purvis
301-985-5041
4310 Gallatin Street
Hyattsville, MD 20781

Acct-REP	TERMS	QUOTE #	QUOTE VERSION	QUOTE VALID THROUGH
SE	Net 30	160316Q		5/20/2016

ITEM	DESCRIPTION	QTY	UNIT COST	TOTAL
	****HARDWARE BWC PROGRAM QTY. 10****			
PANASONIC<	HARDWARE ARB-BWCMAINKIT PANASONIC : Body Worn Camera Kit. Includes, mounting plate, battery, storage card, mounting clips for shirt (Does not include 2nd camera)	10	977.80	9,778.00
PANASONIC<	CF-SVCARBWCAM5 PANASONIC : Wearable Camera License Pack Bundle (Up to 5 Cameras)	2	229.00	458.00
PANASONIC<	CF-SVCARBWCAPC PANASONIC : Per Server Cost - Current Arbitrator Customer - BWC Module Activation	1	748.00	748.00
PANASONIC<	ARB-BWCPENCLIP PANASONIC : Main body worn control unit pen slot mounting clip.	10	23.00	230.00
PANASONIC<	DOCKING/CHARGING BAYS ARB-10BAYUSB PANASONIC : Body Worn Camera 10-Bay USB offload and charge device	1	885.00	885.00
PANASONIC<	ARB-USB8FT PANASONIC : USB 3.0 A-B Male/Male Molded Cable for 10-Bay Charger	1	12.00	12.00
CONTRACTS	MARYLAND State Contracts: DOIT (Two Way Radio Equipment) Maryland State contract# 060B2490022 MD State Hardware and Associated Equipment and Services and Associated Equipment - BPO# 060B2490022 Maryland State DOIT Contract - Desktop, Laptop and Tablet 2015 Master Contract- Blanket Purchase Order (BPO) Number: 060B5400007		0.00	0.00

SIGNATURE (quote approval)

TOTAL

\$12,111.00

Brekford Policy: 3 Year Limited Priority Warranty on Mobile Data
Computers-hardware/labor (excluding: batteries). This warranty does not cover
physically damaged merchandise. Refund is only available on special
circumstances and subjected to 25% restocking fee. No refund will be
considered after 15 days from the date of purchase. For tech support and RMA
service call (443-557-0200).

Hyattsville City Police Department - General Orders

	Title: Mobil Recording Devices (DRAFT-4)		Number: TBD
	Original Issue Date: TBD		Review Date:
	New Amends Rescinds		Effective Date:
Authority Colonel Douglas K. Holland		Accreditation Standards: 41.3.8	Pages: 5

I. Purpose:

The purpose of utilizing audio and video technology to record police interaction with the public is to improve evidence collection; to strengthen officer performance and accountability; to enhance agency transparency and public trust; to document encounters between police and the public and to investigate and resolve complaints and officer involved incidents. The purpose of this policy is to provide all Department personnel with guidance on how and when to utilize audio and video recording devices, as well as providing proper procedures for the care of recordings made by these devices.

Examples of the implementation of the stated purposes of utilizing audio and visual recordings include, but are not limited to:

1. Promoting officer safety by potentially deterring criminal activity and by potentially deterring uncooperative and aggressive behavior during encounters between officers and the public
2. Recording crimes in progress;
3. Recording events and statements taken during the course of an incident/investigation;
4. Promoting law enforcement accountability and improve professionalism, legitimacy and transparency;
5. Providing the Department the ability to document and review statements, actions and evidence for both internal reporting requirements and for courtroom preparation/presentation;
6. Preserving independent visual and audio information for use in current and future investigations;

7. Collecting and preserve evidence, including crime scene details, for use in criminal investigations and prosecutions;
8. Recording the advice of rights to individuals, when applicable;
9. Providing an impartial measurement for self-critique and field evaluation during officer training;
10. Assisting in resolving complaints against agency personnel.
11. Aiding in debriefing critical incidents;
12. Provide realistic training to agency personnel;
13. Reducing the number of false complaints made against officers during the course of their duties;
14. Enabling the timely resolution of complaints against officers when they do occur;
15. Enhancing transparency and public trust.

II. Policy: [PS § 3 – 511: (17)]

It is the policy of the Hyattsville Police Department to utilize Mobil Recording Devices (MRD) to record interactions and to record evidence. Only MRD's owned or approved by the Department will be utilized. MRD's and the data they collect are the property of the Department.

III. Legal Consideration:

1. Pursuant to the "State Wiretap Act" under Sections 10-401, et seq. of the Courts and Judicial Proceedings Article of the Maryland Annotated Code, it is unlawful for any person to willfully intercept, endeavor to intercept, disclose, endeavor to disclose, use, or endeavor to use any oral communications.

2. The State Wiretap Act makes it lawful for a law enforcement officer, in the course of the officer's regular duty, to intercept an oral communication with a body-worn digital recording device capable of recording video and oral communication if:
 - a. The law enforcement officer is in uniform or prominently displaying the officer's badge or other insignia;
 - b. The law enforcement officer is making reasonable efforts to conform to standards in accordance with § 3-511 of the Public Safety Article for the use of digital recording devices;
 - c. The law enforcement officer is a party to the oral communication;
 - d. The law enforcement officer notifies, as soon as is practicable, the individual that the individual is being recorded, unless it is unsafe, impractical, or impossible to do so; and
 - e. The oral interception is being made as part of a videotape or digital recording.
3. The State Wiretap Act also makes it lawful for a law enforcement officer to intercept an oral communication where the officer is party to the communication and where all parties to the communication have given prior consent to the recording.

IV. **Definitions:**

1. **Accidental/Unintentional Recording:**
MRD recording that was inadvertently made and has no evidentiary value or official purpose as specified in this policy and procedure.
2. **Activation:**
Any process that causes a MRD to record, transmit or store video/audio data.
3. **Body-Worn Camera (BWC) system:**
A device, issued by the Department, worn on the person of a law enforcement officer that is capable of recording video and intercepting oral communications.
4. **Data:**
For the purpose of this policy, the word "data" is used to describe any audio-video signal recorded by and digitally stored on a MRD or recorded by a MRD, downloaded to and stored on the agency's MRD storage

system as described in this policy and procedure. "Data" also refers to metadata as defined in this policy.

5. **In-Car Video (ICV) system:**
A system of components, installed in a police vehicle by the Department, capable of making audio and video recordings. This also includes the remote body worn microphone associated with the system.
6. **Metadata:**
Information, generally not visible when an electronic document is printed, describing the history, tracking or management of the electronic document, including information about data in the electronic document that describes how, when and by whom the data is collected, created, accessed, or modified and how the data is formatted; [see GP § 4-205 (a) (1) of the Maryland Annotated Code]
7. **Mobil Recording Device(MRD):**
This term is used when describing both BWC and ICV systems owned by the Department.
8. **Oral communication:**
Any conversation or words spoken to or by any person in private conversation.
9. **Redaction:**
The process by which a MRD recording is "edited," in order to blur/make indistinct or camouflage an individual's image or other image determined by the agency to be sensitive or confidential.
10. **Shift Commander:**
The senior most supervisor, assigned to the Patrol Services Division, assuming direct command and control of police operations during the assigned period of time.
11. **"Tagging" of recordings:**
The process by which the MRD user annotates each MRD recording with information that will categorize the recorded incident for later search/retrieval purposes, prior to downloading the recording to the agency's data storage system to categorize/catalogue a recorded event. The terms *tagging* and *bookmarking* are synonymous.
12. **The Department:**

“The Department” refers to the City of Hyattsville Police Department.

V. Training: [PS § 3 – 511: (14) c]

The Commander of the Administrative Services will ensure that all officers receive training in the use and care of MRDs and agency policy prior to use in the field. At a minimum, the training will include:

1. The general operation and care of issued MRD equipment;
2. Notification requirements, including attempts to communicate notifications to persons with physical, intellectual/developmental disabilities and individuals with limited English proficiency.
3. Proper techniques for performing function tests;
4. Malfunction reporting procedures;
5. Tagging/ bookmarking procedures;
6. Downloading functions;
7. Mandatory MRD activations;
8. Prohibited MRD usage;
9. Discretionary MRD usage;
10. Procedures to obtain a copy of MRD data for court purposes;
11. Other items/ topics as required by law.

The Administrative Services Commander shall ensure that operating instructions and training aids for all MRD systems utilized by the Department are furnished and readily accessible to system operators.

VI. Deployment

It is the intent of the Department to utilize MRDs wherever lawful, practical and useful.

A. ICVs shall be installed and utilized:

1. In all marked patrol vehicles; and
2. In other police vehicles at the written direction of the Chief of Police or designee.

B. BWCs shall be issued and utilized by:

1. All officers assigned to the Patrol Services Division;
2. Officers assigned to the Community Action Team (CAT);
3. School Resource Officers (SRO);
4. Officers assigned to the Emergency Response Team (ERT);
5. Other officers as directed by the Chief of Police or designee in writing.

VII. Functionality

A. Function Test [PS-511 (1)]

At the beginning of each shift, officers shall perform a function test of each MRD system assigned to them in accordance with the manufacturer’s instructions and consistent with their training.

B. Equipment Malfunction Reporting
[PS-511 (2)]

If, during a function test or at any other time, an officer discovers that a MRD is not operating properly or is damaged, the officer shall promptly report the problem in the following manner:

1. Notify the Shift Commander and, if different, the officer’s immediate supervisor. If the immediate supervisor is not working at the time, an email notification will suffice.
2. Complete a MRD repair report (on the HCPD Intranet). The Shift Commander shall ensure that this is completed.
3. If spare MRDs are available, the Shift Commander may issue replacement equipment or make vehicle changes if appropriate.

The officer and the officer’s immediate supervisor have the shared responsibility of following up with the Administrative Services Commander (or his designee) on a long term remedy.

Records of repair requests will be retained by the Technical Services Manager.

VIII. MRD Usage

Activation requirements apply to on-duty personnel and officers working law enforcement secondary employment. However, this is not intended to prohibit the lawful use of MRDs by off-duty officers.

Unless doing so is unsafe, impossible, or impractical, officers will state their name and the purpose of the activation upon activating a MRD. At the conclusion, the officer will state the reason for the deactivation.

1. Mandatory activation: [PS-511 (3)]

Subject to paragraph (c) of this subsection below, officers shall begin recording with their MRDs in the below circumstances unless doing so would be unsafe, impossible, or impractical. If officers are unable to begin recording with the MRD due to circumstances making it unsafe, impossible, or impractical to do so, officers shall begin recording with the MRD at the first reasonable opportunity to do so.

It is the Department's intent to record as much evidence as possible, therefore, MRD activations in this policy, unless specifically noted require both BWC and ICV be activated, whenever possible.

Required activations include:

- a. At the initiation of a call for service or other activity that is investigative or enforcement in nature, or an encounter between the officer and a member of the public that is investigative or enforcement in nature;
- b. Any encounter that becomes confrontational after the initial contact;
- c. Prisoner transports.
- d. **EXCLUSION-** When victims, witnesses or other individuals wish to make a statement or share information, but refuse to do so while being recorded, or request that the camera be turned off, officers may turn off the MRD in order to obtain the statement or information. If the encounter begins when the MRD is not actively recording, the officer may, but is not required to, temporarily activate the MRD for the sole purpose of documenting the person's refusal to be recorded.

2. Prohibited activation: [PS §3-511: (4) and PS §3-511: (16)]

A law enforcement officer shall not knowingly activate a camera to record:

- a. Agency personnel during routine administrative activities;
- b. Non-work related personal activity;
- c. Undercover officers or confidential informants without their consent;
- d. As otherwise prohibited by law.

3. Discretionary Activation: [PS § 3 – 511: (5)]

When not otherwise prohibited by law or agency policy, officers may begin recording with their MRD in circumstances when they

determine that doing so would be beneficial to the public interest.

4. Ending a Recording: [PS §3-511: (7)]

Once recording with a MRD has been initiated, officers shall not end the recording until:

- a. The event or encounter has fully concluded; or
- b. The officer leaves the scene and anticipates no further involvement in the event; or
- c. A supervisor authorizes that a recording may cease because the officer is no longer engaged in a related enforcement or investigative activity; or,
- d. When victims, witnesses or other individuals wish to make a statement or share information but refuse to do so while being recorded, or request that the camera be turned off, officers may turn off the MRD in order to obtain the statement or information.

IX. Notification and Privacy: [PS §3-511: (6)]

- a. Except as otherwise exempted by law, a law enforcement officer shall notify, as soon as is practicable, the individual that the individual is being recorded, unless it is unsafe, impractical, or impossible to do so. [PS §3-511: (8)]
- b. The notice provision is satisfied even if another individual becomes a party to the communication after the initial notice has been provided. [PS §3-511:(15)]
- c. Officers will make reasonable attempts to convey the message that recording is in progress to persons with physical, intellectual/ developmental disabilities and individuals with limited English proficiency.

X. Reporting requirements:

1. Whenever a MRD recording is made of an event that results in a police report being written, the reporting officer must note in the report that the recording exists, if known.
2. Officers will ensure that they are properly logged in to MRDs assigned to them so that proper metadata is recorded. This includes temporary vehicle assignments and loaner BWCs.

XI. Data Storage and Access

1. Data transfer for storage [PS §3–511: (10)]

- a. Officers are responsible for tagging video for cataloging prior to uploading.
- b. Uploading will be conducted in a manner consistent with manufactures' instruction and consistent with departmental training.
- c. Officers are responsible for uploading data to the appropriate server. First line supervisors will ensure uploads are conducted in accordance with this policy. Uploads are required:
 - a. Whenever MRD data storage is full;
 - b. At least daily if the device contains data that is evidence;
 - c. Normally daily, but not to exceed 48 hours from the time of the recording, if the device contains any recording (including non-evidentiary).
 - d. When instructed to do so by a supervisor.

2. Data Security and Confidentiality: [PS §3–511: (9)]

- a. Leased or purchased MRD equipment and all recordings are the property of the Department, and only MRD equipment approved by the Department shall be utilized.
- b. The Department shall maintain an unedited copy of all recordings on the secure server until deletion is performed as outlined in the retention schedule.
- c. Except as authorized by agency policy: copying, releasing, altering, erasing or allowing unauthorized viewing of an agency video recording (or portion thereof) is prohibited.
- d. The use of non-departmentally owned devices to duplicate, copy or transfer data is strictly prohibited.
- e. EXCEPTION: The Shift Commander may authorize an officer(s) to use legitimate, lawful means to transmit an image from a MRD to other officers in the field for the purpose of:
 - i. identifying, locating and/or capturing a fugitive or suspect presently at

large during an ongoing incident; or

- ii. in conjunction with an ongoing, bona fide missing persons investigation.

In such case, the image will be treated as "law enforcement sensitive" and will be deleted from all non-official devices at the conclusion of the incident.

- f. Server access is restricted to the Administrative Services Commander, Technical Services Manager, and individuals authorized by the Chief of police in writing.
- g. Access to the MRD server will be recorded as described below.

3. Review of recordings: [PS § 3 – 511: (11)]

- a. Review of video is permissible but not be limited to:
 - i. Report writing or preparation of other official documents;
 - ii. Court preparation;
 - iii. Review of prosecution evidence;
 - iv. Victim/witness/suspect statements;
 - v. Crime scenes;
 - vi. Statement of charges;
 - vii. Administrative investigations;
 - viii. Training;
 - ix. Performance review;
 - x. Incident critique;
 - xi. Maryland Public Information Act (MPIA) requests;
 - xii. Policy compliance;
 - xiii. Disclosures required by law.
- b. Access to stored data shall be recorded to include: [PS §3–511: (10)]
 - i. The name of the individual conducting the review;
 - ii. The date time, and duration of the review; and
 - iii. Any copying or editing.

4. Administrative review:

Recordings may be reviewed for administrative purposes by management for any legitimate matter, including, but not limited to:

- a. To review evidence.

- b. To participate in an official investigation such as a personnel complaint, administrative inquiry, or a criminal or civil investigation.
- c. To assess training needs.
- d. To assess technical needs with the MRD Program.
- e. To ensure usage and proper activation of MRDs in relation to this policy.

MRD recordings shall not be routinely reviewed for the express purpose of discovering policy violations or as a performance measuring tool.

5. Additional considerations:

- a. A BWC recording of a constitutionally protected activity may not be used to identify persons present at the activity who are not suspected of being engaged in illegal activity or in need of assistance.
- b. The stored video and audio data from a body worn camera may not:
 - i. be used to create a database or pool of mug shots;
 - ii. be used as fillers in photo arrays; or
 - iii. be searched using facial or voice recognition software.
- c. This subsection does not prohibit an agency from using recognition software to analyze the recording of a particular incident when a supervisory law enforcement officer has reason to believe that a specific suspect or person in need of assistance may be subject of a particular recording.

6. Dissemination and release of recordings:

- a. MRD recordings will be released as required by the MPIA or other governing law. Maryland Public Information Act (MPIA) and Freedom of Information Act (FOIA) requests for video shall be directed to the City Clerk.
[Hyattsville MPIA Policy- Oct. 2015]
- b. All other requests for dissemination of MRD recordings will be requested through the Administrative Services Commander. *[PS § 3 – 511: (13)]*

XII. Retention of Recordings *[PS § 3 – 511: (12)]*

TBD

XIII. Violations *[PS § 3 – 511: (14)]*

Officers found in violation of this policy may be subject to discipline as outlined in General Order #402 (Disciplinary Process).

XIV. Transparency *[PS § 3 – 511: (17)]*

This policy shall be made available to the public upon request.

A copy of this policy will be posted on the Hyattsville Police Department website.

XV. Overriding Policy

This policy rescinds and replaces the following previously dated policies:

- 1. GO #320 (In-Car Video) *October 2010*; and
- 2. GO #323 (Body-Worn Cameras) *November 2013*



CITY OF HYATTSVILLE

4310 Gallatin Street
Hyattsville, Maryland 20781
Phone: (301) 985-5000

CITY COUNCIL AGENDA FORM

TITLE: 3505 HAMILTON STREET ENVIRONMENTAL ASSESSMENT

Motion #:	N/A
Council Meeting Date:	5/16/2016
Agenda Section:	Discussion
Recommendation:	Discussion
Department:	Public Works
Staff Contact:	Lesley Riddle, Director of Public Works
Council Sponsor:	At the Request of the City Administrator
Summary Background:	An environmental assessment must be done as part of the renovations of 3505 Hamilton St. This is to identify any hazardous materials that may be present in the building. JMT is providing professional services on this project and has procured several proposals, evaluated the options, and negotiated pricing on behalf of the City. JMT and DPW staff have selected Aerosol Monitoring & Analytics proposal. A detailed plan to remediate any hazardous materials would have to be developed in order to estimate costs and potential schedule impacts as the project moves forward.
Next Steps:	Council approval to appropriate funding not to exceed \$12,450.00 to Aerosol Monitoring & Analytics for a Hazardous Material/Environmental Assessment of 3505 Hamilton St.
Alternatives:	N/A
Fiscal Impact:	Funding for this assessment is included in current DPW Professional Services budget items.
Community Engagement:	N/A
Strategic Goals:	☐ Goal 1 – Ensure Transparent & Accessible Governance ☐ Goal 2 – Ensure the Long-Term Economic Viability of the City ☒ Goal 3 – Promote a Safe & Vibrant Community ☒ Goal 4 – Foster Excellence in all City Operations ☐ Goal 5 – Strengthen the City's Identity as a Diverse, Creative and Welcoming Community
Legal Review:	Pending
Attachments:	



Memo

To: Mayor and Council

From: Lesley Riddle, Director of Public Works

CC: Tracey E. Nicholson, City Administrator; Hal Metzler, Project Manager

Date: May 6, 2016

Re: Issue of Purchase Order to Aerosol Monitoring & Analytics for Hazardous Materials/Environmental Assessment and Remediation Construction Documents of 3505 Hamilton St

The renovation of 3505 Hamilton St. requires an environmental assessment to identify hazardous materials that may be present in the building. The City contracted with Johnson, Mirmiran & Thompson (JMT) to provide consulting and support services on this project and they have been providing professional services to the City for the building renovation for the past several months.

JMT contacted 6 firms and in accordance with our procurement policies and procedures evaluated 3 final proposals for our consideration. Each firm was evaluated for their ability to provide a Hazardous Materials/Environmental Assessment of our facility. JMT solicited additional input from staff and recommended the City accept the proposal from Aerosol Monitoring & Analytics' (AMA). Their recommendation was based on the additional testing that AMA is able to provide and AMAs use of construction documents to solicit required remediation work.

The staff is requesting approval to issue a purchase order AMA for an amount not to exceed \$12,950.00 to conduct the hazardous materials and environmental assessment of the facility.



FROEHLING & ROBERTSON, INC.

Engineering Stability Since 1881

10626 York Road, Suites C-D
York Ridge Center North
Cockeysville, MD 21030
T 410-825-4131 | F 410-321-7384

April 12th, 2016

Mr. Jeffrey Burkhart
Johnson, Mirmiran & Thompson, Inc.
One Massachusetts Avenue, NW Suite 840
Washington, DC 20001

Subject: Proposal for Asbestos Survey- 3505 Hamilton Street

Dear Mr. Burkhart,

Froehling & Robertson, Inc. (F&R) is pleased to submit this Proposal for providing a hazardous materials survey for the above-referenced project.

PROJECT INFORMATION

The following represents our understanding of the project. If there are any errors or omissions in our understanding, please inform us prior to approving the work. F&R will perform sampling of suspect accessible building materials for the potential existence of asbestos.

SCOPE OF SERVICES

TASK I: LIMITED ASBESTOS SURVEY AND REPORTING

An AHERA Certified Asbestos Inspector will conduct a survey of the subject structures for asbestos containing materials (ACMs). The survey will be conducted in general accordance with National Emission Standards for Hazardous Air Pollutants (NESHAP-40 CFR Subpart M) regulations. Samples will be packaged, labeled and shipped to the laboratory for analysis under standard chain-of-custody procedures. Samples of suspect asbestos containing materials will be analyzed by a trained asbestos analyst using polarized light microscopy (PLM) with dispersion staining techniques. This analytical method is defined in 40 CFR; Part 763, Volume 2.210. This proposal is based upon standard laboratory services. The survey will be conducted over a one-day site visit period. The survey report will be available approximately two weeks thereafter. The proposed scope of services is based upon performing non-invasive asbestos sampling in order to provide an evaluation with respect to the presence (or absence) of suspect asbestos containing materials. For this survey, F&R has assumed that the client will provide access to all areas of the building, including anything above eight (8) feet in height.



COST OF SERVICES

F&R will provide the above referenced services on a Time & Materials (T&M) basis at the rates provided below:

Limited Hazardous Materials Surveys (Tasks I):

<u>Description</u>	<u>Rate</u>
Project Manager: for final report of findings & recommendations (~2 hrs)	\$75.00/hour
Asbestos Inspector: for site investigation and sampling (~8 hrs)	\$55.00/hour
Asbestos Analysis: estimated 20-30 samples	\$12.00/sample

Estimated Total Cost Task I: \$950.00

Proposed fees are for the specific services described above. Any additional services beyond those listed will be at the prevailing rates for the required personnel and service, subject to your authorization.

The following services are not included: repairs to damaged materials from sampling, O&M Plans, site health and safety of non-F&R personnel, quantity and detailed cost estimates (unless otherwise specified), project monitoring, attendance at meetings or services not specifically defined herein. These services may be provided as an expansion of our services, if so desired.

TERMS AND CONDITIONS

Invoices are due upon receipt. Invoices not paid within thirty (30) days are subject to a finance charge of 1.5 percent per month (18% annual percentage rate).

Our fees are for the specific services described and include an electronic copy of the report. Additional copies of the report will be provided upon request at a minimum charge of \$25.00. The services described herein will be invoiced based on the lump sum cost provided above. Additional services will be at our prevailing rates for the required personnel and services, subject to your authorization. If this proposal is not accepted within sixty (60) days we reserve the right to renegotiate the cost quoted.



ACKNOWLEDGEMENTS

If you should have any questions concerning this Proposal, please contact 410-825-4131 or bowens@fandr.com. If this agreement is acceptable, please sign the enclosed Agreement of Environmental Consulting Services form and return a copy to us. This will serve as our formal authorization to proceed. We appreciate the opportunity to work with you as your Environmental Consultant and look forward to a cordial working relationship with you on this project.

Sincerely,
FROEHLING & ROBERTSON, INC.

Blaine Owens
Project Manager- Industrial Hygiene



GENERAL CONDITIONS AND LIMITATIONS

Froehling & Robertson, Inc. by virtue of providing the services described in this proposal does not assume the responsibility of the person(s) in charge of the site, or otherwise undertake responsibility for reporting to local, state or federal agencies conditions at the site that may present a potential danger to public health, safety, or the environment. Froehling & Robertson, Inc. will notify the Client of what we understand are the regulatory reporting requirements. The Client agrees to notify the appropriate local, state or federal agencies as required by law, or otherwise to disclose, in a timely manner, information that may be necessary to prevent danger to public health, safety, or the environment. F&R personnel will obtain permissions for Froehling & Robertson to enter onto the site and will notify the owner/operator of his responsibility for waste material disposal as described above.

If, during the conduct of the study, the presence of chemical or toxic/hazardous materials are indicated or if insufficient information is available to render a conclusion, the work scope and associated costs may have to be expanded. We will advise you if additional work and costs are necessary prior to undertaking the additional work. If pollutants are discovered that, in our sole opinion, pose unanticipated risks, it is hereby agreed that the scope of services, schedule and the estimated costs will be reconsidered and that this contract shall immediately become subject to renegotiation or, in the sole discretion of Froehling & Robertson, termination. The Client recognizes that a discovery of hazardous materials or suspected hazardous materials may result in a significant reduction in the site's property value.

These services will consist solely of those described herein and will not be based upon scientific or technical tests or procedures beyond the scope of described services. These services may require decisions that are not based upon pure science but rather upon judgmental considerations. As with all site assessments, the level of information obtained is a function of both time and budgetary constraints.



FROEHLING & ROBERTSON, INC.
Engineering Stability Since 1881

AUTHORIZATION FOR SERVICES

Froehling & Robertson, Inc. (F&R) is pleased to provide the services described below. The purpose of this form is to obtain your authorization for the services requested and to confirm the terms under which these services will be provided as shown below and on page 2.

Compensation for services rendered will be based on the rates outlined below or on our attached fee schedule which are part of this Authorization for Services. If we are required to modify the scope of services at your request or we determine during the performance of the services that a modification of scope is required, we will promptly seek a mutual agreeable revision to the scope of services and associated fees.

PROJECT NAME AND F&R FILE NO. 3505 Hamilton Street JMT

PROJECT LOCATION 3505 HAMILTON St. ; Hyattsville, MD

SERVICES AUTHORIZED BY _____ DATE _____
(Print name and title)

CLIENT: (Firm) J.M.T. (Signature) _____ Attn: JEFF BURKHART
Address ONE MASSACHUSETTS Ave NW Suite 840
City, State WASHINGTON DC Zip Code 20001
Phone: 202-216-1770 Fax: 202-289-8494
Cell Phone: 443-46-9639 E-Mail J.BURKHART@Jmt.com

SCOPE OF SERVICES AUTHORIZED

Asbestos Survey

If you fail to return this signed Authorization to us and F&R provides any of these proposed services to you, the Terms and Conditions set forth on page 2 shall apply to the services provided by F&R.

PREPARED BY [Signature]
Froehling & Robertson, Inc.

Form No. 1022 Rev. 12/2010



TERMS AND CONDITIONS

1. Services to be provided – Froehling & Robertson, Inc. (F&R), agrees to provide Client, for its sole benefit and exclusive use, professional consulting services as described under Scope of Services Authorized. F&R shall not be responsible for providing any services not specifically listed under Scope of Services Authorized.
2. Payment Terms - Client agrees to pay invoices upon receipt. If payment is not received within 30 days from the date of invoice, Client agrees to pay a service charge of 1-1/2% per month plus applicable collection costs.
3. Standard of Care – F&R agrees to perform all services using the degree of care and skill ordinarily exercised by reputable members of F&R's profession practicing in the same or similar locality under similar conditions at that time.
4. Insurance – F&R maintains statutory insurance coverage as defined by the state where the work takes place for Workers Compensation, Employers Liability, and Comprehensive General Liability.
5. Limitation of Liability – Client agrees that F&R's liability to Client or any third party for any reason arising out of or relating to its performance of services under this agreement is limited to \$50,000 or the amount of F&R's fee for services under this agreement, whichever is greater.
6. Site Access – Client agrees to arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations in connection with the agreed service.
7. Supervision of Work – F&R and Client agree that F&R shall have no authority nor responsibility to, nor will it, supervise, direct or have control over any contractor's work, nor shall it have responsibility or liability for the means, methods, techniques, or procedures utilized by any contractor, for safety precautions and programs incident to the work of any contractor, for any failure of any contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to such contractor's work. Accordingly, F&R neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to perform its work in accordance with its contract.
8. Unforeseen Conditions – Unforeseen conditions or hazardous materials may be encountered, which might affect the completion of our services. If this occurs we will promptly notify Client, but will act to protect our personnel based on our sole judgment. Client agrees to indemnify F&R against third party claims for damage or injury because of hazardous materials encountered at the site.
9. **Warranties - THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF PLANS AND SPECIFICATIONS. ALL IMPLIED WARRANTIES ARE DISCLAIMED.**
10. Termination – This agreement may be terminated by either party upon ten (10) days prior written notice to the other party. Client agrees to pay F&R for all services performed and all expenses incurred through the termination date.
11. Construction – This agreement constitutes the entire agreement and understanding between F&R and Client and supersedes any prior proposals, agreements and understandings between F&R and Client with respect to the subject matter thereof. This agreement shall be governed in all respects by the laws of the Commonwealth of Virginia. This agreement shall not be amended unless by writing signed by F&R and Client. In the event any provision of this agreement is found to be unenforceable, the other provisions of this agreement shall remain in full force and effect.
12. **CLIENT AND F&R WAIVE ALL CLAIMS AGAINST ONE ANOTHER FOR ANY AND ALL INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, AND EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY CLAIM FOR LOST PROFITS OR LOSS OF REVENUE.**



ECS MID-ATLANTIC, LLC

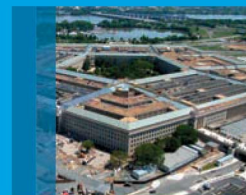
GEOTECHNICAL • CONSTRUCTION MATERIALS • ENVIRONMENTAL • FACILITIES

Proposal for:
Hazardous Materials Survey

3505 Hamilton Street
Hyattsville, Maryland 20782

Proposal No. 47C-0410-EPR

February 24, 2016





February 24, 2016

Mr. John DiMenna
Vice President
JMT
1104 Kenilworth Drive
Suite 500
Towson, Maryland 21204

ECS Proposal No. 47C-0410-EPR

Proposal for: Hazardous Materials Survey
3505 Hamilton Street
Hyattsville, Maryland 20782

Dear Mr. DiMenna:

ECS Mid-Atlantic, LLC (ECS) is pleased to provide JMT with our proposal to perform a Hazardous Materials Survey for the above referenced property. Our proposal contains: a summary of relevant information as we understand it, a project schedule, and the estimated costs for completion of the proposed work.

PROJECT OVERVIEW

ECS understands the existing structure located at 3505 Hamilton Street is planned to be converted to a Police Station and offices. The structure totals 26,520 square feet and was constructed in 1955.

ECS proposes to perform a Hazardous Materials Survey including an asbestos-containing material (ACM) survey and a screening for additional potentially hazardous materials (e.g. fluorescent light tubes, PCB ballasts, mercury switches, etc.).

SCOPE OF SERVICES

Asbestos Survey

The asbestos-containing material (ACM) Survey will be conducted by inspectors with EPA accredited asbestos training to identify asbestos-containing materials in general accordance with EPA Standard 40 CFR 763, Sub Part E, Asbestos Hazard Emergency Response Act (AHERA) and OSHA Standard 29 CFR 1926.1101 Inspection Protocol. The survey includes the collection of bulk samples of friable (easily crumbled under hand pressure) and non-friable materials suspected as containing asbestos for laboratory testing.

Due to the nature of an asbestos assessment and the inability and impracticality of accessing all hidden locations, some areas/materials may still be deemed inaccessible and/or not inspected.

Representative bulk samples will be collected from each suspect material within the inspected areas in general accordance with EPA recommended asbestos survey techniques. In instances where it is apparent that the materials are not of homogenous appearance and texture, individual samples will be collected.

Roofing and exterior samples are included in the survey. It is ECS' understanding that you would like us to repair penetrations made to the roof for sampling purposes. It should be noted that ECS is not a bonded roofing contractor. ECS will not be liable for these repairs as they will not be warrantied. Additionally, this proposal assumes the roof is accessible from a roof-hatch within the structure or exterior affixed ladder. Should ECS not be able to access the roof additional fees associated with lift rental and re-mobilization may apply.

All of the collected samples will be submitted to a laboratory for analysis by polarized light microscopy (PLM) in accordance with EPA testing methods. Samples will be analyzed by EPA method (EPA 600/4-93/116) Determination of Asbestos in Bulk Building Materials or EPA Method (EPA 600M4-82-020) for the Determination of Asbestos in Bulk Insulation Samples. The laboratory is accredited by the U.S. Department of Commerce, National Institute of Standards and Technologies, National Voluntary Laboratory Accreditation Program (NVLAP) for bulk asbestos identification by PLM.

The results of the asbestos bulk sampling will be included in a written survey report detailing pertinent observations made while on-site, estimated quantities of ACMs and recommendations for removal. ECS will also include an estimate for asbestos abatement activities. ECS will rely on your office to facilitate the necessary site access arrangements for the completion of the proposed scope of services.

Additional Materials

In addition, personnel will note the presence of fluorescent fixtures and other items that could require special handling during the demolition/renovation process (mercury, PCBs, lead/acid batteries, refrigerants, etc.). This will not constitute a full screen, but will provide notification to a demolition/renovation contractor that items of this nature are present in the structure. This service is not intended to be comprehensive, and is not a substitute for the obligation of the demolition contractor to identify and properly dispose of these items. Additionally, ECS will comment on work practices associated with potential lead-based paint. No lead-based paint testing/analysis will be performed.

COSTS

Hazardous Materials Survey	Costs
a. Site Survey for Hazardous Materials; lump sum	\$ 2,320.00
b. Asbestos Sample Laboratory Analysis Estimated 225 Samples @ \$10.00 each*	\$ 2,250.00
e. Final Report; lump sum	\$ 950.00
TOTAL ESTIMATE	\$5,520.00

*You will be charged for the number of samples analyzed.

SCHEDULE

Our proposed scope of work can be initiated after we receive formal authorization to proceed. We anticipate that the proposed investigation for the subject site can be completed within three weeks of authorization to proceed.

This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy to us. If you have any questions or comments, please feel free to contact us.

Respectfully,

ECS Mid-Atlantic, LLC



Christopher Madden
Environmental Project Manager



Gregory McIsaac, PG
Environmental Department Manager

Enclosures: Proposal Acceptance Page
General Conditions of Service

PROPOSAL ACCEPTANCE

Proposal No.: 47C-0410-EP
Scope of Work: Hazardous Materials Survey

Location: 3505 Hamilton Street
Hyattsville, Maryland 20782

Client Signature: _____ Date: _____

Please complete and return this page to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project.

BILLING INFORMATION

(Please Print or Type)

Name of Client: _____
Name of Contact Person: _____
Telephone No. of Contact Person: _____
E-mail Address of Contact Person: _____

Party Responsible for Payment: _____
Company Name: _____
Person/Title _____
Department: _____
Billing Address: _____

Telephone Number: _____
Fax Number: _____
E-mail Address: _____

Client Project/Account Number _____
Special Conditions for Invoice _____
Submittal and Approval _____

ECS MID-ATLANTIC, LLC TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS MID-ATLANTIC, LLC ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS

harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of

any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 **CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**

18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$40,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff,

- consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.
- 19.0 INDEMNIFICATION**
- 19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed.

- Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.
- 30.0 TITLES: ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.
- 30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT



Aerosol Monitoring & Analysis, Inc.

Environmental Consultants

April 21, 2016

Mr. Jeffrey Burkhart
Senior Associate
Johnson, Mirmiran & Thompson, Inc.
One Massachusetts Avenue, NW, Suite 840
Washington, DC 20001

RE: Proposal for the hazardous materials assessment and design for the bank and office annex building located at 3505 Hamilton Street in Hyattsville, Maryland; AMA Job # 16255-revised

Dear Mr. Burkhart:

Per your request, Aerosol Monitoring & Analysis, Inc. (AMA) is providing the following scope of work and pricing for the hazardous materials assessment, inspection, report, and design documents for the bank and office annex building project located at 3505 Hamilton Street in Hyattsville, MD. The purpose of the work is to identify asbestos containing materials (ACM), surfaces finished with lead based paint (LBP), and mercury vapor lamps (MVL)/polychlorinated biphenyl (PCB) containing ballasts that may be disturbed by renovation activities within the accessible interior areas.

AMA has made the following assumptions and clarifications in the preparation of this proposal.

- ❑ The investigation process shall begin after a written notice to proceed has been issued by Johnson, Mirmiran & Thompson, Inc. (JMT) to AMA.
- ❑ Access to all areas shall be provided by the Owner, weekdays from 7:00 am to 5:00 pm.
- ❑ Inspection and abatement design work will be conducted in accordance with 40 CFR Part 763 the Asbestos Hazard Emergency Response Act (AHERA), COMAR 26.11.21 (Control of Asbestos), 40 CFR Part 61, Subpart M (NESHAP) and 29 CFR 1926.1101 (Asbestos in Construction Standard).
- ❑ All work will be conducted by EPA accredited and State of Maryland licensed inspectors, as applicable.
- ❑ The areas of work include the main bank building and attached office annex. No other buildings are included under this proposal. No exterior areas or roofs are included.
- ❑ Some areas that exist within the building may only be accessed and evaluated through destructive means such as within enclosed pipe chases and above plaster ceilings. AMA will make assumptions as to their contents based upon similar building conditions. In these cases, AMA cannot be held responsible for unique situations, which could not be identified or anticipated.

- ❑ Valid data from existing surveys will be utilized as a part of the assessment.
- ❑ For the purposes of this project, AMA will only be evaluating the building for ACMs, LBP, MVL, and PCB ballasts. No other environmental parameters will be addressed such as underground storage tanks.
- ❑ AMA will be providing the Client drawings identifying the general locations of the materials for removal and or disposal. AMA must receive the background drawings and title blocks in AutoCAD version 2014 or prior for drawing generation.
- ❑ AMA will be making one electronic submission of the inspection drawings/specifications. All reproductions are the responsibility of JMT.
- ❑ This proposal does not include project monitoring services or testing during the abatement activities. If desired AMA can provide a separate proposal for these activities.

The following information is a brief scope of work to be performed:

1.0 Inspection and Report Generation

AMA will perform an evaluation to identify the ACMs in accessible areas that will be disturbed as part of the renovation/demolition of the building.

AMA's personnel will collect up to 200 bulk samples of suspect ACMs observed at the building, which have not been previously identified as asbestos. ACMs, which have been previously identified, will be visually evaluated. The samples will be analyzed at a certified laboratory by polarized light microscopy (PLM) following the EPA method 600/R-93/116, "Method for the Determination of Asbestos in Bulk Building Materials". Due to the resolution limitations with optical microscopy and/or interference from matrix components, bonded materials, which are reported via PLM as negative for asbestos, could contain a significant quantity of asbestos. AMA will use the additional analytical technique of transmission electron microscopy (TEM) to check for asbestos fibers below the resolution limits of optical microscopy in up to four (4) samples. All inspection work will be conducted by an AHERA accredited asbestos inspector.

All bulk samples will be transported to AMA Analytical Services, Inc. located in Lanham, Maryland. All laboratory analysis is based upon a seventy two-hour weekday turnaround.

In order to determine the lead containing substances at the building, AMA will conduct a screening of the accessible interior surfaces of the building. The screening will be conducted with the use of a RMD LPA-1, X-ray Fluorescence Spectrum Analyzer (XRF). The instrument will be utilized to determine which surfaces at the building are covered with LBP.

AMA will visually evaluate representative fluorescent light fixture ballasts for labeling concerning PCB's. If the fluorescent light ballasts are not labeled "non-PCB's", AMA personnel will quantify the number of ballasts and general location of the lights. No sampling will be performed of the dielectric fluid contained within the fluorescent light ballasts. A quantification of light tubes at the site will also be included in the assessment of light fixtures which have the potential to contain regulated levels of mercury.

Upon completion of the on-site assessment, testing and laboratory analysis, AMA will generate a report of our

findings. The report will include the type, amount, and location of the ACM and LBP identified at the site within the renovation area. AMA will also provide a cost estimate for abatement of materials found within the building.

2.0 Design Phase

AMA will provide a full set of electronic drawings and specifications for removal of hazardous materials identified. AMA will provide specifications with a detailed scope of work for the abatement of the ACMs which will be disturbed by the renovation work at the building. The scope of work shall include the area where abatement is required and the type and quantity of hazardous materials to be abated.

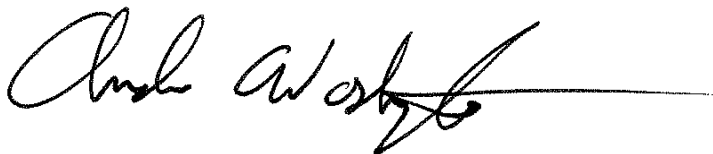
3.0 Contract Pricing

Below is the fee for both the inspection/report and the design documents (drawings and abatement specifications).

Phase	Fee
Inspection and Report	\$ 8450.00
Construction Documents (Specifications and Drawings)	\$ 4000.00
Project Total	\$ 12,450.00

Please provide AMA with a notice to proceed or a purchase order to begin this project. Thank you for using AMA for your environmental consulting needs and we look forward to working with you on this project. If you have any questions please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Washington", followed by a horizontal line.

Andrew Washington, CIH
Project Manager

Main City Calendar: May 17 - June 6, 2016

Weekly Program Offerings

Creative Minds Parent-Child Program

Tuesdays and Thursdays, 10:00 AM @ Magruder Recreation Center

Ageless Grace Senior Exercise Classes

Wednesdays and Fridays, 10:00 AM @ the City Municipal Building

Ageless Grace at the Mall

Thursdays, 9:00 AM - 10:00 AM @ Prince George's Mall - Center Court

Ageless Grace is a seated exercise program for the mind and body set to energetic music. Utilizing the science of neuroplasticity, there are 21 simple chair exercises designed to improve physical skills, brain function and having fun with your neighbors!

ART WORKS Now - Senior Summer Camp

Wednesdays, May 18th – August 17th from 1:00 PM - 3:00 PM @ City Municipal Building

Art Projects include Mosaics, Collage, Painting and Printmaking. Sign up through Beryl Johnson at bjohnson@hyattsville.org

City Calendar: May 17 – June 6, 2016

CANCELLED - Planning Committee Meeting

May 17, 7:30 PM – 9:30 PM @ City Municipal Building

Seniors on the Go!

May 19, 9:00 AM - 7:00 PM @ Harrington Raceway & Casino, Dover, DE

Call 301-985-5058 for Details

Teen Advisory Committee

May 19, 5:00 PM @ Prince George's Plaza Community Center

Citizens Police Academy

May 19, 6:00 PM @ City Municipal Building, 2nd Floor Pranglely Room

Bike to Work Day - Magruder Park Pit Stop

May 20, 6:00 AM - 9:00 AM @ Magruder Park

2016 Summer Jam Series

May 20, 6:30 PM - 8:30 PM @ City of Hyattsville Municipal Building

Movin' With The Mayor - Zumba with Chantal

May 21, 1:00 PM - 2:00 PM @ City Municipal Building, 1st Floor Multipurpose Room

Main City Calendar: May 17 - June 6, 2016

Community Conversation on Islam

May 22, 2:00 PM - 4:00 PM @ City Municipal Building

Shade Tree Board Meeting

May 22, 5:00 PM @ City Municipal Building, 2nd Floor Prangley Room

Call-A-Bus Grocery Trip

May 23, 11:00 AM - 1:00 PM @ Giant Supermarket

Prince George's Plaza Nine Pond Stormwater Feasibility Presentation

May 24th, 7 PM, Hyattsville Branch Library

Residential Parking Zone Committee Meeting

May 24, 7:00 PM - 9:00 PM @ City Administrative Building

Code Compliance Advisory Committee Meeting

May 25, 7:00 PM @ 4310 Gallatin Street @ City Administrative Building

CANCELLED - Special Council Meeting: FY17 Budget

May 25, 8:00 PM - 10:00 PM

Note: The Adoption of the FY17 budget is now scheduled for the Council Meeting of June 6, 2016

"Cooking Matters" Nutritional Tour

May 26, 1:30 PM - 4:00 PM @ Price Rite Grocery

Education Advisory Committee Meeting

May 26, 6:30 PM - 8:00 PM @ City Administrative Building

Police & Public Safety Advisory Committee

June 1, 7:30 – 8:30 PM, Magruder Park Recreation Center

Hyattsville International Festival

June 4, 5:00 PM - 9:00 PM @ Heurich Park

Main City Calendar: May 17 - June 6, 2016

Seniors on the Move - Free Movie Monday

June 6, 9:00 AM - 12:30 PM @ Beltway Plaza, Academy 8 Theaters

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

Public Hearing, Residential Parking Zone Designation, 4100 block, Farragut Street and 5100-5102 41st Avenue (Ward 2)

June 6, 7:00 PM - 7:30 PM @ 3rd Floor, Council Chambers

City Council Meeting

June 6, 7:30 PM - 10:00 PM @ 3rd Floor, Council Chambers

Prev		May ▼	Next	2016 ▼	Expand All Events	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
01	02 Seniors on the Move - Free Movie Monday Free Legal Clinic for Seniors City Council Meeting	03 Creative Minds Call-A-Bus Grocery Trips Board of Supervisors of Elections Meeting	04 Ageless Grace Exercise Classes Police & Public Safety Advisory Committee	05 Creative Minds Call-A-Bus Shopping Trips Teen Advisory Committee	06 Ageless Grace Exercise Class	07 Naturalization Ceremony
08	09 Call-A-Bus Grocery Trips	10	11 Ageless Grace Exercise Classes Senior Dining & Lecture Series	12 Ageless Grace at the Mall Call-A-Bus Shopping Trip Citizens Police Academy	13 Ageless Grace Exercise Class	14 Food Forest Planting
15	16 City Council Meeting	17 Planning Committee	18 Ageless Grace Exercise Classes ART WORKS Now - Senior Summer Camp	19 Ageless Grace at the Mall Seniors on the Go! Teen Advisory Committee	20 Bike to Work Day - Magruder Park Pit Stop Ageless Grace Exercise Class 2016 Summer Jam Series	21 Movin' With The Mayor - Zumba with Chantal
22 Community Conversation on Islam Shade Tree Board Meeting	23 Call-A-Bus Grocery Trip	24 Residential Parking Zone Committee Meeting	25 Ageless Grace Exercise Classes ART WORKS Now - Senior Summer Camp Code Compliance Advisory Committee Meeting	26 Ageless Grace at the Mall "Cooking Matters" Nutritional Tour Education Advisory Committee Meeting	27 Ageless Grace Exercise Class	28
29	30	31	01	02	03	04

Prev	June ▼	Next	2016 ▼	 Expand All Events		
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	31	01 Ageless Grace Exercise Classes ART WORKS Now - Senior Summer Camp Police & Public Safety Advisory Committee	02 Ageless Grace at the Mall	03 Ageless Grace Exercise Class	04 Hyattsville International Festival
05	06 Seniors on the Move - Free Movie Monday City Council Meeting	07 Board of Supervisors of Elections Meeting	08 Ageless Grace Exercise Classes ART WORKS Now - Senior Summer Camp	09 Ageless Grace at the Mall	10 Ageless Grace Exercise Class	11
12	13	14	15 Ageless Grace Exercise Classes ART WORKS Now - Senior Summer Camp Code Compliance Advisory Committee Meeting	16 Ageless Grace at the Mall	17 Ageless Grace Exercise Class 2016 Summer Jam Series	18
19	20	21 Hyattsville Environment Committee Planning Committee	22 Ageless Grace Exercise Classes ART WORKS Now - Senior Summer Camp	23 Ageless Grace at the Mall Education Advisory Committee Meeting	24 Ageless Grace Exercise Class	25
26	27	28 Residential Parking Zone Committee Meeting	29 Ageless Grace Exercise Classes ART WORKS Now - Senior Summer Camp	30 Ageless Grace at the Mall	01	02