

# City of Hyattsville

Hyattsville Municipal Building  
4310 Gallatin Street, 3rd Floor  
Hyattsville, MD 20781  
(301) 985-5000  
[www.hyattsville.org](http://www.hyattsville.org)



## Agenda Regular Meeting

[https://us06web.zoom.us/webinar/register/WN\\_XsZUVc6ITACKPdtJhDWaog](https://us06web.zoom.us/webinar/register/WN_XsZUVc6ITACKPdtJhDWaog)

**Monday, February 23, 2026**

**7:00 PM**

**Virtual**

## CITY COUNCIL

**Robert S. Croslin, Mayor**

**Joseph Solomon, Council President, Ward 5**

**Kareem Redmond, Council Vice President, Ward 3**

**Joanne Waszczak, Ward 1**

**Greg Barnes, Ward 1**

**Danny Schaible, Ward 2**

**Emily Strab, Ward 2**

**Gopi Dhokai, Ward 3**

**Edouard Haba, Ward 4**

**Michelle Lee, Ward 4**

**Kelson Nisbett, Ward 5**

## ADMINISTRATION

**Tracey E. Douglas, City Administrator**

**Nate Groenendyk, City Clerk, 301-985-5001, [cityclerk@hyattsville.org](mailto:cityclerk@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](http://www.hyattsville.org) prior to 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 DISABILITY 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.

**PUBLIC INPUT:** If you wish to address the Council during the Public Comment period, please use the "Raise Hand" feature in the virtual meeting interface. Participants may also submit statements electronically via email to [cityclerk@hyattsville.org](mailto:cityclerk@hyattsville.org) no later than two (2) hours prior to the start of the meeting. Submitted electronic statements will be sent to Councilmembers prior to the meeting and will not be read aloud. All participants shall remain respectful in their contributions and associated functions of the virtual meeting interface are not intended for public dialogue or discussion.

**WAYS TO WATCH THE MEETING 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 <https://hyattsvillemd.portal.civicclerk.com>.

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

**CITY INFORMATION:** Sign up to receive text and email notifications about Hyattsville events, government, police and programs at [www.hyattsville.org/list.aspx](http://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.

**Meeting Notice:**

The Hyattsville City Council will hold its meeting on Monday, February 23, 2026 remotely via video conference. The Council meeting will be conducted entirely remotely; there will be no in-person meeting attendance.

The meeting will be broadcast live on cable television channel 71 (Comcast), channel 12 (Verizon), and available via live stream at [www.hyattsville.org/meetings](http://www.hyattsville.org/meetings).

**LANGUAGE TRANSLATION AND CLOSED CAPTIONING:** The City of Hyattsville offers translation and closed captioning in over 50 languages for City Council Meetings via the Wordly platform. Follow the directions below to access the service:

-Go to: <https://attend.wordly.ai/join/RAVY-6886>

-Ensure the Session ID RAVY-6886 is displayed.

-Select Your Choice of Language and click on the "Attend" button.

-You can now read the captions on your device and/or listen to the translation of the City Council meeting.

If you have any questions or concerns, please contact [info@hyattsville.org](mailto:info@hyattsville.org).

**PUBLIC PARTICIPATION:**

If you wish to address the Council during the Public Comment period, please use the "Raise Hand" feature in the virtual meeting interface. Participants may also submit statements electronically via email to [cityclerk@hyattsville.org](mailto:cityclerk@hyattsville.org) no later than two (2) hours prior to the start of the meeting. Submitted electronic statements will be sent to Councilmembers prior to the meeting and included in the official meeting record. Electronically submitted statements will not be read aloud. All participants shall remain respectful in their contributions and associated functions of the virtual meeting interface are not intended for public dialogue or discussion.

Members of the public who wish to comment during the virtual Council meeting must register in advance using the link below.

[https://us06web.zoom.us/webinar/register/WN\\_XsZUVc6ITACKPdtJhDWaog](https://us06web.zoom.us/webinar/register/WN_XsZUVc6ITACKPdtJhDWaog)

- 1. Call to Order and Roll Call**
- 2. Pledge of Allegiance to the Flag**
- 3. Approval of Agenda**
- 4. Approval of Minutes**
  - 4.a. 2026-166 Approval of Minutes**

I move the Mayor and Council approve the minutes of the following meeting:

- January 27, 2026

**Sponsors:** City Administrator

**Department:** City Clerk

**Attachments:** Minutes\_January 27 2026

**5. Public Comment (7:10 PM - 7:20 PM) Limit 2 minutes per speaker**

**6. City Administrator Update (7:20 PM - 7:40 PM)**

**7. Consent Items (7:40 p.m. - 7:45 p.m.)**

Items listed on the Consent Agenda are considered routine in nature, and are approved in one motion. There will be no separate discussion of these items unless the Mayor/Council request specific items be removed from the Consent agenda for separate action.

**7.a. 2026-155 Acceptance of the Maryland DHCD Community Revitalization Funds**

I move the Mayor and Council accept the grant award of \$100,000 from the State of Maryland Department of Housing and Community Development to support the City of Hyattsville's Commercial Facade Improvement Program.

**Sponsors:** Jeff Ulysse, CBED Director

**Department:** Community, Business, and Economic Development

**Attachments:** MFIP-2026-Hyattsville\_Commercial Facade Improvement grant agreement

**8. Action Items (7:45- p.m. - 8:15 p.m.)**

**8.a. 2026-158 Letter of Support for Maryland State Senate Bill 868**

I move that the Mayor and Council authorize the Mayor to transmit a letter to the Maryland Senate Budget and Taxation Committee expressing the City of Hyattsville's support for Senate Bill 868, State Highway Administration-Maryland Route 410 (East-West Highway) Pedestrian Safety Action Plan Expansion.

**Sponsors:** City Administrator

**Department:** City Clerk

**Attachments:** sb0868f (1)

**8.b. 2026-159 IT Managed Services**

I move the Mayor and Council authorize the City Administrator to enter into an IT managed services agreement with Clark Computer Services, Inc., 181 Thomas Johnson Dr, Frederick, MD, 21702, for a term of 12-months and not to exceed \$317,160 and upon legal review and approval.

**Sponsors:** City Administrator

**Department:** Finance

**Attachments:**

**9. Discussion Items (8:15 p.m. - 9:45 p.m.)**

**9.a. 2026-160 Creation of "Heritage Tree" Program**

For Discussion.

**Sponsors:** Emily Strab, Councilmember, Greg Barnes, Councilmember

**Department:** Legislative

**Attachments:**

**9.b. 2026-161 Enhancing Council and Staff Access to Information and Reporting**

For Discussion.

**Sponsors:** Kareem Redmond, Council Vice President

**Department:** Legislative

**Attachments:**

**9.c. 2026-162 Volunteer Shoveling Program**

For Discussion.

**Sponsors:** Gopi Dhokai, Councilmember

**Department:** Legislative

**Attachments:**

**9.d. 2026-163 Create a Revolving Affordable Housing Fund to Incentivize Accessory Dwelling Unit Construction and HPD Local Home Ownership**

For Discussion.

**Sponsors:** Danny Schaible, Councilmember

**Department:** Legislative

**Attachments:**

**9.e. 2026-164 Establishing a "Mayor for a Day" Program in the City of Hyattsville**

For Discussion.

**Sponsors:** Greg Barnes, Councilmember

**Department:** Legislative

**Attachments:**

**9.f. 2026-165 Project Manager**

For Discussion.

**Sponsors:** Emily Strab, Councilmember

**Department:** Legislative

**Attachments:**

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

**11. Motion to Adjourn**

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## Minutes Regular Meeting

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**Tuesday, January 27, 2026**

**7:00 PM**

**Virtual**

## CITY COUNCIL

**Robert S. Croslin, Mayor**

**Joseph Solomon, Council President, Ward 5**

**Kareem Redmond, Council Vice President, Ward 3**

**Joanne Waszczak, Ward 1**

**Greg Barnes, Ward 1**

**Danny Schaible, Ward 2**

**Emily Strab, Ward 2**

**Gopi Dhokai, Ward 3**

**Edouard Haba, Ward 4**

**Michelle Lee, Ward 4**

**Kelson Nisbett, Ward 5**

## ADMINISTRATION

**Tracey E. Douglas, City Administrator**

Laura Reams, Deputy City Administrator  
Nate Groenendyk, City Clerk, 301-985-5001, cityclerk@hyattsville.org

**1. Call to Order and Roll Call**

The meeting was called to order at 7:05 PM.

**PRESENT:**

Mayor Robert S. Croslin  
Council President Joseph Solomon  
Council Vice President Kareem Redmond  
Councilmember Joanne Waszczak  
Councilmember Greg Barnes  
Councilmember Danny Schaible  
Councilmember Emily Strab  
Councilmember Gopi Dhokai  
Councilmember Edouard Haba  
Councilmember Michelle Lee  
Councilmember Kelson Nisbett

**ABSENT:**

**Also Present:**

City Administrator Tracey Douglas  
Deputy City Administrator Laura Reams  
City Treasurer Ron Brooks  
Chief of Police Jarod Towers  
Strategic Advisor Lesley Riddle  
Acting Director of the Department of Public Works Hal Metzler  
Director of Community, Business, and Economic Development Jeff Ulysse  
Director of Community Services Sandra Shephard  
Director of Human Resources Jay Joyner  
City Clerk Nate Groenendyk  
Deputy City Clerk Quianna Taylor  
Emergency Operations Manager Reginald Bagley

**2. Moment of Silence**

**3. Pledge of Allegiance to the Flag**

**4. Approval of Agenda**

The City Clerk offered an amendment to the agenda to add a proclamation honoring



Laura Reams for her years of service. It was approved via unanimous consent.

**5. Approval of Minutes**

**5.a. 2026-144 Approval of Minutes**

I move that the Mayor and Council approve the Council Meeting Minutes of the following meetings:

- December 1, 2025
- December 15, 2025

**Sponsors:** City Administrator

**Department:** City Clerk

**Attachments:** Minutes\_Dec 1 2025, Minutes\_Dec 15 2025

Motion made by Council President Solomon, seconded by Councilmember Barnes.

I move that the Mayor and Council approve the Council Meeting Minutes of the following meetings:

- December 1, 2025
- December 15, 2025

The motion Passed by the following vote:

AYE: Mayor Croslin, Council President Solomon, Council Vice President Redmond, Councilmember Waszczak, Councilmember Barnes, Councilmember Schaible, Councilmember Strab, Councilmember Dhokai, Councilmember Haba, Councilmember Lee, Councilmember Nisbett

NAY: None

ABSTAIN: None

ABSENT:

**6. Public Comment (7:10 PM - 7:20 PM) Limit 2 minutes per speaker**

Erin Hogeboom thanked the Mayor for the moment of silence. She also thanked the staff for their assistance at the Greenwood School to ease traffic during pick-up and drop-off.

Daniel Broder (Ward 2) thanked everyone who attended a recent ranked choice voting event and strongly encouraged the Council to implement ranked choice voting. He also thanked the Department of Public Works for their hard work in clearing the streets during the winter storm and asked that we continue standing against ICE. Lastly, he

thanked Laura Reams for all of her years of service to the City of Hyattsville.

**7. City Administrator Update (7:20 PM - 7:40 PM)**

The City Administrator shared updates on City events, programming, and thanked Laura Reams for her years of service to the City of Hyattsville. She also acknowledged the Department of Public Works for its hard work clearing the streets. Department of Public Works Acting Director Hal Metzler gave an update on their progress and the plan for the continual clearing of the streets. Emergency Operations Manager Reginald Bagley provided updates on Prince George's County efforts to aid residents in the wake of Winter Storm Fern. Race and Equity Officer Shakira Louimarre gave updates on equity programming, including the Black History Month event.

The Council inquired about the essential water use alert implemented by WSSC, resources needed by the Department of Public Works and public safety officers, and the timeline to enforce clearing snow and ice from sidewalks. The Council also thanked Laura Reams for her years of service.

**8. Presentations (7:40 PM - 8:10 PM)**

**8.a. 2026-138 Treasurer Action Plan on Audit Committee Recommendations**

For presentation.

**Sponsors:** City Administrator

**Department:** Finance

**Attachments:** 2026.01.26 Audit Committee Recommendation CAP Presentation

Treasurer Ron Brooks gave a presentation of the Action Plan based on the recommendations from the Audit Committee.

The Council and staff discussed the standards used to create the Audit Committee's recommendations and the next steps to implement the ERP (enterprise resource planning system). Councilmembers thanked the staff and committee for their hard work. Committee Chair Daniel Lange stated that the committee will meet again to draft a response to the action plan as presented by the treasurer.

**9. Appointments**

A motion was made by Council Vice President Redmond, seconded by Councilmember Waszczak, that the appointments be approved.

The motion Passed by the following vote:

AYE: Mayor Croslin, Council President Solomon, Council Vice President Redmond, Councilmember Waszczak, Councilmember Barnes, Councilmember Schaible, Councilmember Strab, Councilmember Dhokai, Councilmember Haba, Councilmember Lee, Councilmember Nisbett

NAY: None

ABSTAIN: None

ABSENT:

**9.a. 2026-139 Council of Government Policy Committee Appointments**

I move the Mayor and Council make the following appointments to the Council of Governments (COG) Policy Committees for the 2026 calendar year.

- Region Forward Coalition: Mayor Robert Croslin, with staff alternate Tracey Douglas
- Human Services and Public Safety Policy Committee: Mayor Robert Croslin, with staff alternate Police Chief Jarod Towers and Sandra Shephard
- Climate Energy and Environment Policy Committee: Mayor Robert Croslin, with staff alternate Hal Metzler
- Chesapeake Bay and Water Resources Policy Committee: Mayor Robert Croslin, with staff alternate Hal Metzler

**Sponsors:** City Administrator

**Department:** City Clerk

**Attachments:** MWCOG\_Policy\_Committees

**9.b. 2026-143 Appointment to the Hyattsville Environment Committee**

I move that the Mayor and Council approve the appointment of Bradley Phelps (Ward 2) and Ross van Dongen (Ward 5) to the Hyattsville Environment Committee for a term of two (2) years, ending on January 26, 2028.

**Sponsors:** Edouard Haba, Councilmember

**Department:** City Clerk

**Attachments:** van Dongen Redac Application (1), Phelps Redac Application (1)

**10. Consent Items (8:10 p.m. - 8:15 p.m.)**

Items listed on the Consent Agenda are considered routine in nature and are approved in one motion. There will be no separate discussion of these items unless the Mayor/Council requests specific items be removed from the Consent agenda for separate action.

A motion was made by Council President Solomon, seconded by Councilmember Strab,

that the consent agenda be approved.

The motion Passed by the following vote:

AYE: Mayor Croslin, Council President Solomon, Council Vice President Redmond, Councilmember Waszczak, Councilmember Barnes, Councilmember Schaible, Councilmember Strab, Councilmember Dhokai, Councilmember Haba, Councilmember Lee, Councilmember Nisbett

NAY: None

ABSTAIN: None

ABSENT:

**10.a. 2026-110 FY26 Budget Amendment: Special Revenues Funds Appropriations of FEMA Reimbursements Grant Funds**

I move that the Mayor and Council amend the FY26 Special Revenues Funds Budget to appropriate the remaining grant funds of \$269,918 to close-out COVID-19 FEMA Reimbursement Grant Funds. These funds cover the remaining close-out costs for vaccines, equipment, and testing sites that are 100% reimbursed by FEMA for the period ending June 30, 2025.

**Sponsors:** City Administrator

**Department:** Finance

**Attachments:**

**10.b. 2026-137 Renewal License Agreement with Friendship Arms, LLC**

I move Mayor and Council authorize the City Administrator to enter into a Renewal License Agreement with Friendship Arms, LLC for the City's use of an office at the Friendship Arms building for the Mental Wellness Check-in Initiative.

**Sponsors:**

**Department:** Police

**Attachments:** License Renewal COH and Friendship Arms (1) eic 12.2.25 .1

**11. Action Items (8:15 p.m. - 8:35 p.m.)**

**11.a. 2026-140 Hyattsville Resolution 2026-01: Adopting the Council Rules of Procedure**

I move the Mayor and Council adopt Hyattsville Resolution 2026-01 adopting the Council Rules of Procedure.

**Sponsors:** Robert S. Croslin, Mayor, Joseph Solomon, Council President, Kareem Redmond, Council Vice President

**Department:** Legislative

**Attachments:** Draft Resolution 2026\_01-Council Rules of Procedure

I move the Mayor and Council adopt Hyattsville Resolution 2026-01 adopting the Council Rules of Procedure. Motion made by Council President Solomon, seconded by Councilmember Strab.

The Council discussed the submission and sharing of agenda items for future meetings, proposed Council work groups, and access to the agenda management system.

The motion by the following vote:

AYE: Mayor Croslin, Council President Solomon, Council Vice President Redmond, Councilmember Waszczak, Councilmember Barnes, Councilmember Schaible, Councilmember Strab, Councilmember Dhokai, Councilmember Haba, Councilmember Lee, Councilmember Nisbett

NAY: None

ABSTAIN: None

ABSENT:

## **12. Discussion Items (8:35 p.m. - 9:10 p.m.)**

### **12.a. 2026-145 Proposed Charter Amendment and Code Update: Approval of Personnel Manual**

For Discussion.

**Sponsors:** City Administrator

**Department:** Administration

**Attachments:** Draft Charter Amendment - Personnel Manual to City staff  
10.24.25 , Ordinance - Repealing Council Approval of Personnel

Manual to City 10.24.25 , Charter and Code  
Amendments\_Personnel Manual

Deputy City Administrator Laura Reams and Human Resource Director Jay Joyner gave a presentation on the updates to the employee manual and accompanying charter/code change. The City's current personnel manual requires City Council approval by Resolution. The current manual has not been updated in many years. Current challenges include keeping pace with labor laws, which can change quickly, legal risks associated with outdated policies, and inconsistent operations. Proposed changes include removing the requirement that the Council approve the personnel manual by resolution, and the administration of the employee manual will be handled by the City Administrator or their designee. The Council will retain compensation approval, the retirement and pension system, employee benefits, and budget appropriations for authorized staffing positions. All personnel policies remain subject to the city charter, city ordinances, and state and federal law.

The Council and staff discussed the current approval process for the employee manual, what the manual will include, and the Council's implications and involvement in shaping the manual. If the Council wishes to move forward, the City Clerk's office will schedule a public hearing.

### **13. Proclamations**

A motion was made by Council President Solomon, seconded by Council Vice President Redmond, that the City Council adopt the proclamations.

The motion Passed by the following vote:

AYE: Mayor Croslin, Council President Solomon, Council Vice President Redmond, Councilmember Waszczak, Councilmember Barnes, Councilmember Schaible, Councilmember Strab, Councilmember Dhokai, Councilmember Haba, Councilmember Lee, Councilmember Nisbett

NAY: None

ABSTAIN: None

ABSENT:

#### **13.a. 2026-147 Proclamation Honoring Laura Reams for her Years of Service to the City of Hyattsville**

I move the Mayor and Council approve the proclamation honoring Laura Reams for her years of service to the City of Hyattsville.

**Sponsors:** City Administrator

**Department:** City Clerk

**Attachments:** Proclamation Honoring Laura Reams

**14. Council Dialogue (9:10 p.m. - 9:20 p.m.)**

**15. Motion to Adjourn**

A motion was made by Councilmember Schaible, seconded by Council Vice President Redmond, that the meeting be adjourned at 9:25 PM.

The motion Passed by the following vote:

AYE: Mayor Croslin, Council President Solomon, Council Vice President Redmond, Councilmember Waszczak, Councilmember Barnes, Councilmember Schaible, Councilmember Strab, Councilmember Dhokai, Councilmember Haba, Councilmember Lee, Councilmember Nisbett

NAY: None

ABSTAIN: None

ABSENT:

**City Council**  
**February 23, 2026**

**Submitted by:** Renee Harris

**Submitting Department:** Community, Business, and Economic Development

**Agenda Section:** Consent Items

**Item Title:**

Acceptance of the Maryland DHCD Community Revitalization Funds

**Suggested Action:**

I move the Mayor and Council accept the grant award of \$100,000 from the State of Maryland Department of Housing and Community Development to support the City of Hyattsville's Commercial Facade Improvement Program.

**Legal Review Required?**

Pending

**Summary Background:**

The city has been awarded \$100,000 to support the City's Commercial Facade Improvement program, which provides participating businesses with a matching grant of up to 75% of exterior improvement costs, including, but not limited to masonry, window and door replacement, exterior lighting, signage and associated accessibility improvements.

Funding will be made available effective July 1, 2026, and the grant requires 50% of funds expended by June 30, 2027, and 100% of funds expended by June 30, 2028.

**Next Steps:**

**Fiscal Impact:**

The FY2027 budget will include \$100,000 in funding for the Department of Community, Business, and Economic Development.

**City Administrator Comments:**

Recommend support.

**Community Engagement:**

The grant will be offered to the Business Community within the three business districts. Details of the grant will be shared via Social Media, on the City website, at the Business Roundtable and in flyers distributed during business visits.

**Strategic Goals:**

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



**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
BUSINESS FAÇADE IMPROVEMENT PROGRAM  
GRANT AGREEMENT**

**TABLE OF CONTENTS**

**AWARDEE:** City of Hyattsville

**AWARD ID#:** MFIP-2026-Hyattsville-00109

**PROJECT NAME:** Hyattsville Commercial Facade Improvement Program

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**Business Façade Improvement Program Grant Agreement**

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**Exhibit A - MFIP-2026-Hyattsville-00109  
Project Description, Project Address(es),  
Additional Information, and Special Conditions**

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**Exhibit B - MFIP-2026-Hyattsville-00109  
Project Budget**

☐

**Exhibit C - MFIP-2026-Hyattsville-00109  
Project Schedule**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
BUSINESS FAÇADE IMPROVEMENT PROGRAM  
GRANT AGREEMENT**

**THIS BUSINESS FAÇADE IMPROVEMENT PROGRAM GRANT AGREEMENT** (this "**Agreement**") by and between the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**, a principal department of the State of Maryland (the "**Department**"), and **CITY OF HYATTSVILLE** (the "**Grantee**") is entered into as of the date it is executed by the Department (the "**Effective Date**").

**RECITALS**

- A. This Agreement is issued pursuant to §§6-1101 through 6-1103 of the Maryland Housing and Community Development Article (the "**Act**") and any regulations promulgated thereunder (the "**Regulations**"). The Act establishes the Business Façade Improvement Program (the "**Program**"). Capitalized terms not defined herein have the meanings set forth in the Regulations or the Act.
- B. The purpose of the Program is to assist businesses located in a geographic area that has been designated as a sustainable community (a "**Sustainable Community**") under §6-205 of the Act with improving the outside appearance of the businesses' buildings and facilities.
- C. In reliance upon the representations and certifications contained in the Grantee's Fiscal Year 2026 - 2027 application (the "**Application**"), the Department has approved an award of funds to Grantee, to be expended by Grantee in conformity with the requirements and provisions of the Act, the Regulations, the Department's Program Policy Guide, as amended from time to time (the "**Guide**"), and this Agreement.

## AGREEMENT

**IN CONSIDERATION** of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Sustainable Community Designation.

- a) Grantee's jurisdiction includes at least one Sustainable Community.
- b) Every Local Project is located in a Sustainable Community.

2) Grant.

- a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds in the amount of **One Hundred Thousand Dollars (\$100,000)** (the "**Grant**") to be used for the purposes of funding the Maryland Business Facade Improvement Program (MFIP) (the "**Project**") described in Section 1 (the "**Project Description**") of Exhibit A - MFIP-2026-Hyattsville-00109 to be carried out at the location(s) set forth in Section 2 (the "**Project Address(es)**") of Exhibit A - MFIP-2026-Hyattsville-00109. Upon request by the Grantee, the Department, in its sole discretion, may allow a modification to the Project Description and/or the Project Address(es) by providing prior written notice to Grantee of such modification.
- b) Grantee agrees to use the Grant only for the approved Project and only in the approved Project Addresses within the approved Area. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act, the Regulations, the Guide, and this Agreement.
- c) The Project shall not include or support Local Projects for which the principal use of the Project is one of the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.
- d) The Application may have included projects other than the Project. The approval of the Application, the Project, and the execution of this Agreement, are not to be construed as approval of any other projects described in the Application.
- e) The Grant is subject to and contingent upon the availability and allocation of sufficient State of Maryland (the "**State**") funds to the Program.
- f) The Department may assess on to the Grantee an agreement processing and servicing fee (the "**APS Fee**").

3) Expenditure of Grant Funds.

- a) All Grant funds shall be expended on or before the Completion Date (as defined in Section 4(b) of this Agreement).

- b) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit B - MFIP-2026-Hyattsville-00109 (the "**Project Budget**"). Grantee may transfer up to ten percent (10%) of the Grant funds between Project Budget line items without prior written approval of the Department, so long as (i) the line item to which Grant funds are transferred has already included some amount of the Grant allocated to it prior to such transfer by Grantee; and (ii) Grant funds allocated to the column for capital amounts may not be transferred to an operating expense line item and Grant funds allocated to the column for operating amounts may not be transferred to a capital expenditure line item. The Department, in its sole discretion, may allow additional transfers between Project Budget line items by providing prior written approval to Grantee of such transfers.
  - c) Unless otherwise agreed to in writing by the Department, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Project by the first (1<sup>st</sup>) anniversary of the Effective Date.
  - d) All costs incurred by Grantee before the Effective Date and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement.
  - e) If, upon completion of the Project, there are cost savings and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.
- 4) Commencement and Completion of the Project; Inspection during Construction or Rehabilitation; Changes; Approvals for Local Projects.
- a) Grantee shall commence the Project on or prior to the date (the "**Commencement Date**") set forth in Exhibit C - MFIP-2026-Hyattsville-00109 (the "**Project Schedule**").
  - b) Grantee shall complete the Project on or prior to the date indicated in the Project Schedule (the "**Completion Date**"). The Department, in its sole discretion, may extend the Completion Date by providing Grantee with prior written notice of such extension.
  - c) If the Project involves capital construction or improvements, the Department, its agents and its employees shall be allowed to inspect the Project during construction or rehabilitation and upon completion.
  - d) The Department must approve in writing all changes to the Project Description, Project Schedule, Project Budget, or any other term of this Agreement, including modifications involving carrying out Project activities in a geographic area other than the area set forth on Exhibit A - MFIP-2026-Hyattsville-00109 and modifications to the Completion Date.
  - e) Grantee shall ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits and licenses.
  - f) On or before the Completion Date, Grantee shall, or shall require the Business to, obtain any applicable certifications, licenses, permits, and approvals necessary to implement the Local Projects, and shall otherwise satisfy all requirements necessary to implement

the Local Projects.

- 5) Conditions Precedent to Disbursement of the Grant. The Department shall not disburse the Grant until Grantee has complied with the following conditions:
- a) If the Project is subject to review by the Maryland Historical Trust ("**MHT**"), then MHT or the Department's qualified staff has reviewed the Project for impact on historic properties and determined that the Project will have no adverse effect on historic properties. If MHT or the Department's qualified staff determines that the Project will have an adverse effect, the Department may decline to fund the portion of the Project that has been determined to have an adverse effect. If the Department proceeds with funding the portion of the Project that has been determined to have an adverse effect, Grantee agrees to enter into an agreement with MHT and the Department (the "**MHT Agreement**") and fulfill any obligations under the MHT Agreement to minimize or mitigate the adverse effect to the satisfaction of MHT and the Department. If the Department's determination that Grantee has satisfied its obligations to minimize or mitigate the adverse effect is contingent upon the Project meeting particular conditions, Grantee shall complete such conditions to the satisfaction of the Department.
  - b) The Maryland Building Codes Administration has approved any Project plans and specifications if the Department determines such approval is necessary.
  - c) Businesses shall not receive a disbursement of Grant funds until Grantee has received acceptable evidence that the Business has site control over the property on which the Local Project will be implemented (the "**Property**") or authorization to proceed with the Local Project. Grantee shall submit evidence of site control for Local Projects if required by the Department.
  - d) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction, including the satisfaction of any special conditions set forth on Exhibit A - MFIP-2026-Hyattsville-00109.
- 6) Other Funds.
- a) In addition to the Grant, Grantee may (i) be in the process of obtaining written commitments to receive other funds for the Project; (ii) have written commitments to receive other funds for the Project; or (iii) have already received other funds for the Project (collectively, the "**Other Funds**"). Other Funds shall be described by source, use and amount in the Project Budget.
  - b) Upon request, Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Other Funds. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Other Funds. In the event the Department determines, in its sole discretion, that all or any portion of the Other Funds are not available, are not going to be disbursed to Grantee for any reason, or that the Other Funds received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.

7) Disbursement of the Grant.

- a) After the Effective Date, the Department will disburse Grant funds to Grantee on a reimbursement basis as the Project progresses, unless the Department determines, in its sole discretion, that the nature of the Project warrants disbursement in advance for eligible costs anticipated to be incurred. The Department, in its sole discretion, may disburse funds for eligible costs incurred prior to the Effective Date.
- b) Grantee shall submit a request for payment in a manner and form approved by the Department. A request for payment shall identify in detail all expenses incurred or anticipated to be incurred for which disbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses.
- c) Requests for payment should be made allowing approximately thirty (30) days to receive the Grant funds. The request for payment shall not exceed the eligible costs incurred and shall be approved in writing by the Department.
- d) The Department has the right to withhold disbursement of Grant funds if at any time the Department determines, in its sole discretion, that Grantee is not performing or completing the Project in a manner satisfactory to the Department. The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any request for payment.

8) Records, Inspections and Reports.

Section 8 shall survive the term of this Agreement.

a) Records.

- i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee's Board of Directors if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the "**Records**"). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the term of this Agreement.
  - ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the term of this Agreement. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as the Department may determine to be necessary, in its sole discretion.
  - iii) Grantee shall cause to be maintained for the Department's inspection the books, accounts, and records of any contractors and Businesses related to the Project for three (3) years following the term of this Agreement.
- b) Inspections. During the term of this Agreement and for a period of three (3) years following the term of this Agreement, Grantee shall permit the Department to monitor the Project to ensure that the Project is being carried out in accordance with the terms of

this Agreement.

c) Reports.

- i) On January 1, April 1, July 1, and October 1 of each year, commencing on the Effective Date and continuing until the Department accepts the Final Report described in Section 8(c)(ii), Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the Department. The interim progress reports shall contain such information as the Department reasonably requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, benchmarks reached, and progress on the development of a community enhancement project. Grantee shall ensure that each interim progress report is received by the Department within ten (10) working days after the due date.
- ii) Within forty-five (45) days after Grantee completes the Project, Grantee shall submit to the Department a final report (the "**Final Report**"), in a manner and form to be determined by the Department, that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain a disbursement report that lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report.
- iii) In addition to the requirements set forth above, Grantee shall provide the Department with such additional records, reports, and other documentation as may be required by the Department.

9) Default and Remedies; Termination.

- a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement; (ii) the expenditure of Grant funds for any use other than as provided in the Project Budget or in the Project Description; (iii) the failure to commence or complete the Project by the dates set forth in the Agreement, or otherwise unsatisfactory performance or completion of the Project, in the Department's sole determination; (iv) Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's assets; (v) the failure to obtain the Other Funds if, in the Department's sole discretion, such failure would significantly impact the Project; (vi) a change in Grantee's staffing capacity that adversely affects Grantee's ability to carry out the Project, in the Department's sole discretion; (vii) failure to maintain good standing with the Maryland State Department of Assessments and Taxation; or (viii) a default by Grantee in any other agreement with the Department that remains uncured beyond any applicable notice and cure provisions therein.
- b) The Department shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Department shall have the right to terminate this Agreement immediately by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business

organization or assets, the Department's right to terminate this Agreement shall be immediate without a notice and cure period.

- c) Grantee is responsible for curing any default resulting from fraud or misappropriation of the Grant.
- d) In the event of termination by the Department:
  - i) The Department may withhold disbursement of Grant funds and Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;
  - ii) The Department may demand repayment from Grantee of any portion of the Grant funds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings; and
  - iii) The Department, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings.
- e) In addition to exercising any or all of the rights and remedies contained in this Agreement, the Department at any time may proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.
- f) Grantee agrees to return unexpended Grant funds to the Department upon termination of the Agreement, whether the termination is due to default, completion of the Project, expiration of the Agreement, or for any other reason.

10) Grantee's Certifications.

Grantee certifies that:

- a) Grantee is a county of the State, Baltimore City, a municipal corporation of the State, or a community development organization that meets the qualifications of Section 6-203 of the Act, and has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
- b) This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement, the valid and legally binding act and agreement of Grantee.
- c) Regarding conflicts of interest:
  - i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an **"Interested Person"**), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant.
  - ii) If the use of any of the Grant funds could lead to a conflict of interest, any



Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, must not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting.

- iii) Grantee shall establish and follow a written conflict of interest policy (the “**Conflict of Interest Policy**”) that, at a minimum, must include the requirement set forth in Section 10(c)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee’s Conflict of Interest Policy.
- d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.
- e) Prior to commencement of the Project, Grantee has obtained or will obtain all federal, State, and local government approvals, permits, and licenses that may be required to accomplish the Project and the scope of work.
- f) Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities. Grantee shall require the Business to certify that it is not the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.
- g) Grantee has developed: (1) a grant application process for qualified businesses seeking to participate in the Program; (2) criteria for rating qualified businesses that apply for grants; and (3) criteria for awarding grants to qualified businesses.
- h) Grantee makes the following certifications:
  - i) Grantee is in good standing with the Maryland State Department of Assessments and Taxation and shall provide evidence of such status upon request.
  - ii) Grantee is in compliance with §19-105 of the Business Regulation Article and COMAR 24.01.07 (together, the “**Corporate Diversity Act**”) and has provided the Department with (1) an affidavit (“**Affidavit**”) attesting that Grantee is not required to submit the corporate diversity addendum (the “**Addendum**”) described by the Corporate Diversity Act; or (2) an Affidavit and Addendum that certifies Grantee meets at least thirty-three percent (33%) of the diversity indicators listed in the Addendum. Grantee shall keep complete and accurate records supporting the facts in the Addendum or the Affidavit, as applicable, for a period of five (5) years from the date of this Agreement. If any representation made by Grantee in the Addendum or the Affidavit is false when made, the Department may cancel the Grant in whole or in part, require repayment of the Grant, or seek any other remedy available by law. Capitalized terms used in this paragraph but not defined in the Agreement shall have the meanings set forth in the Corporate Diversity Act.
  - iii) Grantee is in compliance with the Maryland Solicitations Act under Maryland Code, Business Regulation, §6-101, et seq. (the “**Solicitations Act**”), including

maintaining its registration as a charitable organization with the Office of the Secretary of State if required by the Solicitations Act, and shall provide the Department evidence of such compliance. Grantee understands the repercussion of not complying with this section, and that the Department is not responsible for Grantee's failure to comply with the Solicitations Act.

- iv) Grantee must certify they are in compliance with all State requirements, they are registered to do business in the State, and if applicable are a nonprofit entity as defined in the Act and Regulation.

11) Environmental Certification and Lead Paint.

- a) For each Local Project, Grantee shall cause the Business to represent, warrant, and covenant that, other than as disclosed to the Department in writing prior to the disbursement of Grant funds for the Local Project, (i) there are no known hazardous materials located on the Property; (ii) the Businesses will not cause or knowingly allow any hazardous materials to be placed on the Property; (iii) the Business will carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may be placed on the Property; and (iv) to the best of the Business's knowledge, the Property is in compliance with all applicable federal, State, and local environmental laws and regulations. De minimis amounts of household cleaning supplies, office supplies and petroleum-based products used in the ordinary course of operating the Property and which are stored and disposed of in accordance with applicable laws are not considered hazardous materials.
- b) Grantee covenants that it shall require the Businesses to comply with all federal, State, and local laws and requirements concerning the use of Grant funds for the treatment and removal of lead paint from the Property as part of a Local Project.

12) Liability. Grantee releases the Department from, agrees that the Department shall not have any liability for, and agrees to protect, indemnify, and save harmless the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against the Department, as a result of or in connection with the Project or the Property, except for the gross negligence or willful misconduct of the Department. This Section shall survive the term of this Agreement.

13) Indemnification. Grantee agrees that all costs incurred by the Department as a result of the liabilities, suits, actions, claims, demands, losses, expenses, or costs, as described in Section 12 of this Agreement, including reasonable attorneys' fees, shall be immediately and without notice due and payable by Grantee to the Department, except for claims arising solely from the Department's willful misconduct or gross negligence. Grantee's obligation to indemnify the Department shall include costs incurred as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify the Department shall survive the term of this Agreement. Notwithstanding the foregoing, any indemnification or other obligation to reimburse or compensate the Department provided by the Grantee pursuant to this Agreement exists only to the extent permitted by law and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government

Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq; Md. Code Ann Local Gov't §9-201, 9-202; and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509, all as amended from time to time, and is not to be deemed as a waiver of any immunity that may exist in any action against a local government for its officers, agents, volunteers and employees.

14) Nondiscrimination and Drug and Alcohol Free Workplace; Fair Practices Certification.

- a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, ancestry, creed or national origin, sex, marital status, physical or mental handicap, sexual orientation, or age in any aspect of its projects, programs or activities.
- b) Grantee shall comply with, and shall cause the Business to comply with, applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:
  - i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
  - ii) Title VIII of the Civil Rights Act of 1968, as amended;
  - iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended;
  - iv) The Department's Minority Business Enterprise Program, as amended;
  - v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any Department or State regulations adopted or to be adopted to carry out the requirements of that Order;
  - vi) The Fair Housing Amendments Act of 1988, as amended; and
  - vii) The Americans with Disabilities Act of 1990, as amended.

15) Non-Sectarian Certifications.

- a) Other than as disclosed to the Department in writing prior to the date Grant funds are disbursed, Grantee certifies that no part of the Grant funds, no part of the Local Projects, and no part of any Property shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.
- b) Grantee certifies that it will allocate Grant funds to Businesses on a nondiscriminatory basis.

16) Insurance.

- a) Grantee shall maintain or shall cause to be maintained property and commercial general

liability insurance coverages on the Project and Property both during and after construction or rehabilitation, and if necessary, Grantee shall pay the expense of such insurance.

- b) Grantee shall determine whether the Property is located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development. If the Property is located in a 100-year flood plain, Grantee shall require flood insurance coverage, and if necessary, Grantee shall pay the expense of such insurance.
  - c) Grantee shall require, or shall cause any subrecipients to require, the general contractor to provide general contractor's insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the form and amounts satisfactory to the Department.
  - d) Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.
  - e) To the extent required by the Department, insurance coverage for each Local Project shall be in force prior to the disbursement of the Grant funds for such Local Project and shall contain terms and coverages satisfactory to the Department.
  - f) To the extent required by the Department, Grantee shall submit to the Department an ACORD insurance certificate naming the Department and the Grantee as lender's loss payable and additional insured.
  - g) To the extent required by the Department, ACORD insurance certificates shall provide for notification to the Department and Grantee prior to Project-related cancellation of any insurance policies.
  - h) If Grantee is a government agency, or is otherwise approved by the Department, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program by providing written confirmation of such insurance satisfactory to the Department.
- 17) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a) Communications to the Department shall be mailed to:

Department of Housing and Community Development  
Division of Neighborhood Revitalization  
7800 Harkins Road  
Lanham, Maryland 20706  
Attention: Business Façade Improvement Program

with a copy to:

Office of the Attorney General  
7800 Harkins Road

Lanham, Maryland 20706  
Attention: Division of Neighborhood Revitalization

b) Communications to Grantee shall be mailed to:

City of Hyattsville  
4310 Gallatin Street  
Hyattsville, MD 20781  
Attention: Renee Harris

- 18) Amendment. Other than modifications that are explicitly identified in this Agreement as modifications the Department may approve by providing written notice to the Grantee, this Agreement may not be amended except by a written instrument executed by the Department and Grantee.
- 19) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.
- 20) Electronic Signature. The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, “electronic signature” shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement.
- 21) Assignment. This Agreement may not be assigned without the prior written approval of the Department.
- 22) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
- 23) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State without regard to conflict of laws provisions.
- 24) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the Effective Date and shall continue in full force and effect until the later of (a) the Department close out of the Project in accordance with its procedures for closing out projects; or (b) the final satisfaction of any obligations regarding any collateral that is used to secure any portion of the Grant funds for the benefit of the Department. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.
- 25) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such

further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

- 26) Delay Does Not Constitute Waiver. No failure or delay of the Department or the Grantee to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department or the Grantee from exercising any right, power or remedy at any later time or times.
- 27) Technical Assistance. If the Project is not being completed or performed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior to the Department declaring a default, the Department may require that Grantee accept technical assistance the Department determines is necessary for the Project to proceed in a manner acceptable to the Department.
- 28) Department's Signs. If required by the Department, Grantee agrees to display one or more signs identifying the Project as a recipient of financial assistance under the Program if the Department furnishes such sign(s). Grantee shall be responsible for the installation of the signs. In the event that a license, permit, or other permission is required from a local jurisdiction in order to display said signs, Grantee agrees to pay all requisite license or permit fees.
- 29) Ceremonies. In the event that Grantee holds any ribbon-cutting, dedication, or ground-breaking ceremonies, or any other similar event to commemorate the Project, Grantee shall send notice of such event to the Department as soon as is practicable in order to allow the Department the option of sending a representative to attend the ceremony.
- 30) Notice Regarding Disclosure of Information Relating to the Project. The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. The Department is also required to disclose information in response to a request for information made pursuant to the Public Information Act, §4-101 et seq. of the General Provisions Article, Annotated Code of Maryland (the "PIA"). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee.
- Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure, the location of such information (for example, document name) and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.

- 31) Authority to Sign. Each person signing this Agreement on behalf of the Grantee represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Grantee authorizing such signature.
- 32) **CONFESSION OF JUDGMENT.** IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT (THE "HOLDER"), AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON.

THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF REASONABLE ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.

EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.

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**WITNESS** the hands and seals of the Department and the Grantee, with the specific intention of creating a document under seal.

**WITNESS/ATTEST:**

**CITY OF HYATTSVILLE**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: Robert Croslin  
Title: Mayor

**DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT**, a  
principal department of the State of Maryland

By: \_\_\_\_\_  
Name: Jacob R. Day  
Title: Secretary

\_\_\_\_\_  
Date Executed on behalf of the  
Department/  
Effective Date

Approved for form and  
legal sufficiency

\_\_\_\_\_  
Assistant Attorney General

**Exhibits:**

Exhibit A - Project Description, Project Address(es), Additional Information, and Special  
Conditions  
Exhibit B - Project Budget  
Exhibit C - Project Schedule

**EXHIBIT A – MFIP-2026-Hyattsville-00109**  
**PROJECT DESCRIPTION, PROJECT ADDRESS(ES), ADDITIONAL  
INFORMATION, AND SPECIAL CONDITIONS**

**Project Name:**

Hyattsville Commercial Facade Improvement Program

**1. Project Description:**

Implement minor facade improvements to businesses in the City of Hyattsville, Maryland.

**2. Project Address(es):**

Multiple addresses to be determined within the Sustainable Community of the City of Hyattsville, Maryland.

**3. Additional Information:**

Awarded funds will be used to provide businesses with 4:1 matching grants of up to \$35,000 to upgrade exterior commercial facades.

**4. Additional Financing (Evidence and Use of Funding Sources):**

Refer to Exhibit B.

**5. Special Conditions:**

N/A.

**EXHIBIT B – MFIP-2026-Hyattsville-00109****PROJECT BUDGET****Project Name:**

Hyattsville Commercial Facade Improvement Program

|                                      | <b>AWARD FUNDS</b>    |                         | <b>OTHER SOURCES OF FUNDS</b>   |                                   |                            |                           |
|--------------------------------------|-----------------------|-------------------------|---------------------------------|-----------------------------------|----------------------------|---------------------------|
| <b>USE OF FUNDS BY ACTIVITY</b>      | <b>Capital Amount</b> | <b>Operating Amount</b> | <b>Applicant's Contribution</b> | <b>Name(s) of Other Source(s)</b> | <b>Other Source Amount</b> | <b>TOTALS BY ACTIVITY</b> |
| Site Pre-Dev: Acquisition            | \$0                   | \$0                     | \$0                             |                                   | \$0                        | \$0                       |
| Site Pre-Dev: Arch/Eng Design        | \$0                   | \$0                     | \$0                             |                                   | \$0                        | \$0                       |
| Site Pre-Dev: Demolition             | \$0                   | \$0                     | \$0                             |                                   | \$0                        | \$0                       |
| Site Pre-Dev: Infrastructure         | \$0                   | \$0                     | \$0                             |                                   | \$0                        | \$0                       |
| Site Pre-Dev: Stabilization          | \$0                   | \$0                     | \$0                             |                                   | \$0                        | \$0                       |
| Site Dev: New Construction           | \$0                   | \$0                     | \$0                             |                                   | \$0                        | \$0                       |
| Site Dev: Rehabilitation/ Renovation | \$100,000             | \$0                     | \$0                             |                                   | \$0                        | \$100,000                 |
| Operations: Studies and Planning     | \$0                   | \$0                     | \$0                             |                                   | \$0                        | \$0                       |
| Operations: Proj Admin (Cash)        | \$0                   | \$0                     | \$0                             |                                   | \$0                        | \$0                       |
| Operations: Proj Admin (In-Kind)     | \$0                   | \$0                     | \$0                             |                                   | \$0                        | \$0                       |
| <b>TOTALS:</b>                       | <b>\$100,000</b>      | <b>\$0</b>              | <b>\$0</b>                      |                                   | <b>\$0</b>                 | <b>\$100,000</b>          |

**Total Award: \$100,000****Total Project Cost: \$100,000**

**EXHIBIT C – MFIP-2026-Hyattsville-00109**

**PROJECT SCHEDULE**

**Project Name:**

Hyattsville Commercial Facade Improvement Program

| <b>Activity<br/>Start Date</b> | <b>Activity<br/>End Date</b> | <b>Description of Activity<br/>(100 characters or less)</b>          |
|--------------------------------|------------------------------|----------------------------------------------------------------------|
| 01/01/2026                     | 04/01/2026                   | Commencement Date.                                                   |
| 04/01/2026                     | 09/01/2026                   | CFI applications are reviewed and recommendations are submitted.     |
| 09/01/2026                     | 11/01/2026                   | Escrow funds are collected from applicants and contracts are signed. |
| 11/01/2026                     | 05/01/2028                   | Work completed as MHT approval and permits are obtained.             |
| 06/01/2028                     | 06/30/2028                   | Completion Date.                                                     |
| 07/01/2028                     | 08/15/2028                   | Final Report Due Date (45 Days after Completion).                    |
|                                |                              |                                                                      |

**City Council**  
**February 23, 2026**

**Submitted by:** Nate Groenendyk  
**Submitting Department:** City Clerk  
**Agenda Section:** Action Items

**Item Title:**  
Letter of Support for Maryland State Senate Bill 868

**Suggested Action:**

I move that the Mayor and Council authorize the Mayor to transmit a letter to the Maryland Senate Budget and Taxation Committee expressing the City of Hyattsville's support for Senate Bill 868, State Highway Administration-Maryland Route 410 (East-West Highway) Pedestrian Safety Action Plan Expansion.

**Legal Review Required?**

N/A

**Summary Background:**

Currently, the Maryland Department of Transportation State Highway Administration has initiated a Pedestrian Safety Action Plan to address documented safety needs on a segment of East-West Highway. This plan does not include the portion of East-West Highway between Queens Chapel Road and U.S. Route 1 (Baltimore Avenue). This bill, proposed by Senator Alonzo Washington, would expand the scope of the current Pedestrian Safety Action Plan to include this segment of East-West Highway.

The proposed legislation can be found as an attachment.

**Next Steps:**

Submit letter to the Senate Budget and Taxation Committee.

**Fiscal Impact:**

N/A

**City Administrator Comments:**

Recommend support.

**Community Engagement:**

**Strategic Goals:**

Goal 3 – Promote a Safe and Vibrant Community

# SENATE BILL 868

R1

6lr3028  
CF HB 1130

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By: **Senator A. Washington**

Introduced and read first time: February 6, 2026

Assigned to: Budget and Taxation

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## A BILL ENTITLED

1 AN ACT concerning

2 **State Highway Administration – Maryland Route 410 (East–West Highway)**  
3 **Pedestrian Safety Action Plan – Expansion**

4 FOR the purpose of requiring the State Highway Administration to expand the scope of the  
5 Maryland Route 410 (East–West Highway) Pedestrian Safety Action Plan project to  
6 include a certain additional segment of Maryland Route 410 (East–West Highway);  
7 and generally relating to expansion of the Maryland Route 410 (East–West Highway)  
8 Pedestrian Safety Action Plan.

9 Preamble

10 WHEREAS, The Maryland Department of Transportation State Highway  
11 Administration initiated the Maryland Route 410 (East–West Highway) Pedestrian Safety  
12 Action Plan project (project ID PGA445176) to address documented safety needs within a  
13 segment of the East–West Highway corridor in Prince George’s County; and

14 WHEREAS, The existing scope of the Maryland Route 410 (East–West Highway)  
15 Pedestrian Safety Action Plan project extends from Maryland Route 212 (Riggs Road) to  
16 Maryland Route 500 (Queens Chapel Road), but does not include the segment of East–West  
17 Highway east of Queens Chapel Road toward U.S. Route 1 (Baltimore Avenue); and

18 WHEREAS, East–West Highway functions as a major arterial corridor connecting  
19 residential communities, commercial centers, transit facilities, and educational institutions  
20 and carries significant pedestrian, bicycle, transit, and vehicular traffic along the corridor;  
21 and

22 WHEREAS, Segments of East–West Highway east of Queens Chapel Road toward  
23 Baltimore Avenue have experienced serious pedestrian and vehicular safety challenges,  
24 including severe and fatal crashes, and currently lack continuous, modern, and accessible  
25 pedestrian and multimodal safety infrastructure; and

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 WHEREAS, The effectiveness of corridor-based safety improvements is  
2 substantially diminished when projects terminate mid-corridor, leaving interruptions in  
3 sidewalks, crossings, lighting, and traffic calming that expose road users to inconsistent  
4 and unsafe conditions; and

5 WHEREAS, State and local transportation safety policies, including the State  
6 Highway Administration's Pedestrian Safety Action Plan and Vision Zero principles,  
7 emphasize continuous, context-driven corridor improvements to reduce serious injuries  
8 and fatalities and to ensure equitable access for pedestrians, bicyclists, people with  
9 disabilities, and transit users; now, therefore,

10 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,  
11 That the State Highway Administration shall expand the scope of the existing Maryland  
12 Route 410 (East-West Highway) Pedestrian Safety Action Plan project to include the public  
13 rights-of-way along East-West Highway from the intersection of Maryland Route 500  
14 (Queens Chapel Road) east to U.S. Route 1 (Baltimore Avenue).

15 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July  
16 1, 2026.

**City Council**  
**February 23, 2026**

**Submitted by:** Ron Brooks  
**Submitting Department:** Finance  
**Agenda Section:** Action Items

**Item Title:**  
IT Managed Services

**Suggested Action:**

I move the Mayor and Council authorize the City Administrator to enter into an IT managed services agreement with Clark Computer Services, Inc., 181 Thomas Johnson Dr, Frederick, MD, 21702, for a term of 12-months and not to exceed \$317,160 and upon legal review and approval.

**Legal Review Required?**

Pending

**Summary Background:**

This agreement reduces the current annual costs of contracted IT managed services by 38%. The city issued a request for proposals (RFP) on July 28, 2025, for IT managed services to include but not limited to, Virtual CIO network managed support, security and data assurance, vendor coordination, consultation and strategic planning, website services, system planning and implementation, structured technology moves, remote, mobile, on-call support, IT maintenance, 24/7 help desks services to include the Police Department (sworn and non-sworn), additional dedicated on-site and remote hours to support both Administration and the Police Department operations, and unlimited cloud data storage. The city received 31 proposals, and the IT Committee reviewed, ranked, and selected 11 of these proposals for further consideration. After the final review and ranking, the committee selected Clark Computer Services, Inc., as the best and most responsive proposal.

Since 2018, the City has contracted for information technology resources, including but not limited to, a Virtual CIO, remote dedicated managed support, on-site support, 24/7 help desk and licensing, Cybersecurity assessment, modeling, active monitoring, and incident response, 402 remote managed service (Help Desk Services) to include the Police Department (sworn and non-sworn), additional dedicated on-site and remote hours to support both Administration and the Police Department operations, unlimited cloud data storage and Azure Active Directory, and reduced and limited per hour charges for on-site vendor employees. The current term agreement with Dataprise expired December 31, 2025, and automatically transitioned to a month-to-month service agreement, per the terms of the contract.

Over the last few years, there have been multiple evolving and new upgrades in IT Managed Services technology, and the city is seeking to take advantage of these new upgrades.

The administration is seeking to award a one-year contract w/ consideration of option years to Clark Computer Services, Inc., which will include, but not limited to Virtual CIO network managed support, security and data assurance, vendor coordination, consultation and strategic planning,



website services, system planning and implementation, structured technology moves, remote, mobile, and on-call support, IT maintenance, 24/7 help desk services to include the Police Department (sworn and non-sworn), additional dedicated on-site and remote hours to support both Administration and the Police Department operations, and unlimited cloud data storage.

The City hired a full-time IT Manager to oversee all IT-related activities in-house and to begin the process of transitioning away from a fully integrated Virtual CIO and IT managed services contract to an in-house fully staffed IT Department over the next two years. The City will evaluate needs, level of services, business processes, and costs to determine the best course of action for proactive and scalable support and essential IT services over time.

**Next Steps:**

Upon legal review and approval, the City will execute a signed 12-mos agreement and facilitate the on-boarding the new vendor.

**Fiscal Impact:**

The City will reduce the cost for these services in the first year by approximately \$193K or 38%.

**City Administrator Comments:**

Recommends approval.

**Community Engagement:**

N/A

**Strategic Goals:**

Goal 4 – Foster Excellence in all City Operations

**City Council**  
**February 23, 2026**

**Submitted by:** Nate Groenendyk  
**Submitting Department:** Legislative  
**Agenda Section:** Discussion Items

**Item Title:**  
Creation of "Heritage Tree" Program

**Suggested Action:**  
For Discussion.

**Legal Review Required?**  
N/A

**Summary Background:**  
Proposed motion: I move the Mayor and Council include \$840 in the FY27 Budget to purchase plaques to recognize Heritage Trees as part of Hyattsville's 140<sup>th</sup> Anniversary celebration.

In recognition of the 140th anniversary of Hyattsville, I move that the Mayor and City Council establish a program that invites residents of Hyattsville to identify trees located on their property that were likely growing when Christopher Clark Hyatt began the process of subdividing and incorporating the lots that would go on to become the City of Hyattsville. If approved, this would not be the first time that Hyattsville conducted such a program. In celebration of its 135th anniversary, Hyattsville authorized a similar initiative. The program provided residents with information that they could use to help determine if a "Heritage Tree" resided on their property. Residents who possessed such a tree could, in turn, apply for a commemorative plaque. In 2021, about a dozen or so plaques were awarded. Highlighting such trees will bring attention to the need to protect and restore Hyattsville's tree canopy.

**Next Steps:**

**Fiscal Impact:**  
\$840

**City Administrator Comments:**  
For discussion.

**Community Engagement:**

**Strategic Goals:**

Goal 3 – Promote a Safe and Vibrant Community

**City Council**  
**February 23, 2026**

**Submitted by:** Nate Groenendyk  
**Submitting Department:** Legislative  
**Agenda Section:** Discussion Items

**Item Title:**  
Enhancing Council and Staff Access to Information and Reporting

**Suggested Action:**  
For Discussion.

**Legal Review Required?**  
N/A

**Summary Background:**  
Proposed motion: I move the Mayor and Council include \$30,000 in the FY27 Budget to purchase and implement technology that streamlines access to City data for Councilmembers and City staff. It is recommended that the City implement a technology solution to streamline access to enterprise data, reduce staff bottlenecks, and support timely, informed policy development with minimal additional resource demands. Councilmembers rely on timely and accurate information from multiple departments and advisory bodies to effectively carry out their legislative and oversight responsibilities. Currently, obtaining specific data or historical context often requires staff time and coordination, creating bottlenecks that can delay research and policy development. In addition, councilmembers must review extensive meeting minutes and materials from numerous boards and committees, which can be time-consuming and make it difficult to quickly identify relevant themes, trends, or prior actions. The ability to easily search across records and generate targeted summaries or reports would significantly support councilmembers in researching issues, developing policy positions, and making informed decisions.  
Anticipated Staff Resources: Initial setup would involve coordination by a project lead, such as IT or the City Administrator's designee, to oversee configuration, data access permissions, and vendor onboarding. Departmental participation would primarily consist of identifying relevant data sources, with minimal ongoing staff time required after deployment. Ongoing support would largely align with existing IT and records management functions, rather than requiring new positions.

**Next Steps:**

**Fiscal Impact:**  
\$30,000

**City Administrator Comments:**  
For discussion.

**Community Engagement:**

**Strategic Goals:**

Goal 4 – Foster Excellence in all City Operations

**City Council**  
**February 23, 2026**

**Submitted by:** Nate Groenendyk  
**Submitting Department:** Legislative  
**Agenda Section:** Discussion Items

**Item Title:**  
Volunteer Shoveling Program

**Suggested Action:**  
For Discussion.

**Legal Review Required?**

**Summary Background:**

Proposed motion: I move the Mayor and Council include \$3,000 in the FY27 Budget to support a standing volunteer program to assist residents with snow removal needs.

The current snowstorm we are dealing with has taken a toll on city and county resources and the safety and patience of residents. Other cities (ex: Rockville and Baltimore) have volunteer programs where a teen/adult who is able-bodied shovels for elderly/disabled neighbors.

We can implement a similar program in Hyattsville as a preventive measure for future storms. Our current volunteer services program can grow to accommodate these requests, with a financial need of about \$3,000 to buy shovels for neighbors to use.

Creating a program that matches neighbors AHEAD of time of a storm reduces the liability of the city immensely. If a program is created where neighbors are matched prior to a storm, this allows the volunteer neighbor to adjust their workload (knowing they are shoveling two driveways, for example), and it would allow neighbors to begin shoveling at the beginning of snowfall when it is literally a lighter lift and safer.

This would allow residents who are in need to more easily plan doctor's appointments, grocery trips, and outings that would contribute to better mental health and a stronger sense of community.

Anticipated Staff Resources: Pre-storm matching of neighbors in need with neighbors who can help and shovel. Legal review of waiver for volunteers and neighbors receiving support to waive liability to the city.

**Next Steps:**

**Fiscal Impact:**  
\$3,000

**City Administrator Comments:**  
For discussion.

**Community Engagement:**

**Strategic Goals:**

Goal 3 – Promote a Safe and Vibrant Community

**City Council**  
**February 23, 2026**

**Submitted by:** Nate Groenendyk  
**Submitting Department:** Legislative  
**Agenda Section:** Discussion Items

**Item Title:**

Create a Revolving Affordable Housing Fund to Incentivize Accessory Dwelling Unit Construction and HPD Local Home Ownership

**Suggested Action:**

For Discussion.

**Legal Review Required?**

**Summary Background:**

Proposed motion: I move that the City of Hyattsville include \$25,000 in the FY27 Budget to stand up an ADU loan and HPD local ownership program.

- **Accessory Dwelling Unit (ADU) construction.** The ADU loan program will utilize micro-Tax Increment Financing (TIF) to incentivize ADU construction.
- **Hyattsville Police Department (HPD) local homeownership.** The HPD homeownership program will provide loans for down payment assistance to HPD staff to purchase a home in Hyattsville. In addition, Hyattsville will dedicate future revenue streams to the revolving affordable housing fund, to be managed and administered by the Hyattsville Housing Program Manager, including future revenues from fund sources including:
  - Hyattsville's share of the Hotel and Motel County Tax (including short-term rentals)
  - Hyattsville's share of the Impact Development County Fees
  - Associated origination fees from the ADU loan program (\$750/loan) and HPD loan program (\$250/loan).

A central part of Hyattsville's identity is racial and socio-economic diversity, and a reason many individuals choose to live in Hyattsville, is the relative affordability of our housing in a very expensive metro area. However, we have seen this identity erode over time as we experience the consequences of rising housing costs in Hyattsville. Street homelessness is more visible in our community, a condition attributable to the growing scarcity of affordable housing options. For the first time ever, a 2025 poll by the Washington Post sited housing affordability as the biggest problem in the State of Maryland. Maryland now ranks 43rd in housing affordability in the US, which impacts our capacity to retain and attract new residents and employers. Governor Wes Moore has identified a shortage of 96,000 homes across the state of Maryland and is centering expanding housing options as a primary focus of his administration: "We must go faster on affordable housing. It's not just our people who are hurting. It's Maryland's housing market and economy. If we want to build new bridges to wealth, bring down costs, and supercharge growth, we need to prioritize housing that's affordable and located near jobs and transportation." Furthermore, a recent report by the State Comptroller Brooke Lierman titled Housing and the Economy examines the net migration of families away from Maryland over the last decade and concludes that this is driven largely by housing costs.



While Hyattsville cannot solve the housing crisis on its own, we must do more to expand affordable housing options for current and future Hyattsville residents.

The proposal, described in detail below, will help address the shortage of housing options in Maryland. It will also create a zero-interest loan program that will help HPD staff live and work in Hyattsville. Because the program utilizes TIF and revolving loan funds, it will have minimal direct cost to the City and will actually help grow the City's tax base over time. It will also work in partnership with Hyattsville residents and provide opportunities for them to generate income, grow their household equity, expand options for multi-generation households, and allow residents to age in place in their community of choice. Of particular note, the Hyattsville Action Plan to Increase Age Friendliness (2019) recommends an expansion of ADUs to provide more affordable housing and increased housing opportunities for seniors.

### **Legislative Framework:**

- Prior to any loan disbursement, the revolving affordable will need to accrue funds via identified revenue sources and grants, with a target of \$1M before launch.
  - The Hyattsville Homeowner ADU Loan Program establishes a revolving fund that provides current homeowners with 25% of total design, permitting, and construction costs (up to \$75,000) to construct an ADU.
  - The ADU loan program is open to all Hyattsville residents if they meet the following requirements:
    1. The single-family property where the ADU will be built must be owner occupied;
    2. Neither the single-family house nor ADU can be used as a short-term rental;
    3. The ADU must provide housing for:
      1. A member of the immediate family of the owner-occupied primary dwelling, like a parent, grandparent, child, grandchild, etc;
      2. If the property is to be used as a long-term rental and not for an immediate family member, the rental unit must be priced to be affordable (no more than 30% of gross income) for a household at the 80% Area Median Income in Prince George's County.
  - Upon launch, Hyattsville will open an application window for 3 months. During this time, applicants will apply to the program, and the City will lead workshops on the loan opportunity and conduct community outreach. The City may partner with a consulting agency or housing non-profit to help with the community workshops to provide greater subject matter expertise in the process. Loan eligibility requirements include that the primary residence or ADU be owner occupied, that the primary residence and ADU provide long-term housing (i.e. not short-term housing or office space etc.) and that the property meets minimum requirements to site an ADU (setbacks, lot size, lot coverage etc.).
  - Aggregate round 1 Awards will be limited to no more than the ADU earmarked value within the revolving fund, up to a maximum of \$750K. Awardees will be given an up-front lump sum payment based on the estimated design, permitting and construction costs. This payment, received early in the process, will lower the cost of the ADU development, and can be used to pay for some of the predevelopment

- costs associated with construction, including design, permitting, survey, utility connections, etc. Obtaining the funds early can also help homeowners obtain more favorable rates with a lender, if needed.
- Upon award, ADU loan awardees will be assessed a fee of \$750.00 to help cover loan program administrative expenses. This fee will go into the revolving fund to be used by future participants.
- Awardees will pay back the value of their zero-interest rate loan to the City in two ways: 1) Over time, using the increase in assessed property value to pay back the loan, and 2) At the time of sale or transfer of the primary residence or ADU, any remaining value of the loan balance will be paid back to the City via a lien placed on the property.
- Concurrent with the launch of the ADU loan program, Hyattsville initiates the HPD Local Homeownership Program.
  - The HPD Local Homeownership Program establishes a loan program that will provide HPD staff with a zero-interest loan up to \$25,000 to assist with a downpayment on a primary residence in Municipal Hyattsville.
  - The HPD loan program is open to all current HPD staff that have been employed by HPD for at least one year, uniformed and civilian, for downpayment assistance towards the purchase of a primary residence in Hyattsville.
  - The HPD loan program will be available to all current HPD staff if there is adequate funding in the revolving fund. If there is inadequate funding in the revolving fund, the Housing Program Manager will institute a first-come-first-served queue, and new loans will be given via the HPD loan program as funding becomes available. If there is a queue of HPD staff for the HPD loan program, this will take priority over future ADU loans and no additional ADU loans will be made until the queue of HPD staff have had the opportunity to use this benefit first.
  - Upon award, HPD loan awardees will be assessed a fee of \$250.00 to help cover loan program administrative expenses. This fee will go into the revolving fund to be used by future participants.
  - HPD loan program awardees will pay back the value of their zero-interest rate loan to Hyattsville in two ways: 1) Over time, using the required minimum payment of 1.5% gross pay for current employees, which will be auto-deducted from their paycheck; and 2) At the time of sale or transfer of the primary residence for which the loan was given, any remaining value of the loan balance will be paid back to the City via a lien placed on the property.

### **Hypothetical Case Study to Demonstrate Hyattsville Homeowner ADU Loan Program Mechanics**

1. John and Jane Doe, own and live in a single-family house in Hyattsville
  1. Current assessed value is \$500K.
2. Desire to build an ADU at their primary residence.
  1. Apply to Round 1 of the City of Hyattsville's loan program and are selected.
3. On
  - June 01, 2028, John and Jane Doe submit a cost estimate for 500 square feet, 1 bedroom,1

bath ADU/backyard cottage to the City of Hyattsville with a pre-development cost of \$50K, and a construction cost of

\$225K for a total cost of \$275K.

1. The estimate is accepted by the City of Hyattsville. On July 01, 2028, a Hyattsville Homeowner ADU Loan Program award of \$68,750 ( $\$275,000 \times .25$ ) is awarded to John and Jane Doe. A tax lien of

\$68,750 is placed on the deed of John and Jane Doe's property by the City of Hyattsville.

4. John and Jane Doe use the \$68,750 loan from Hyattsville and an additional \$206,250 (possibly obtained via a loan like Renofi, a HELOC, or a construction loan) to construct the ADU. They begin design in the summer of 2028, obtain permits and complete predevelopment site work in the fall and winter of 2028-29.
5. John and Jane Doe begin construction of their ADU in the Spring of 2029. Construction is completed in Fall of 2029. In the winter of 2029-30, an occupancy permit is given to John and Jane Doe for their constructed ADU.
6. Upon completion of the ADU, John and Jane Doe's property is reassessed in 2030. Post-construction reassessments are required of all awardees.
  1. Beginning in 2031, the new value of the property with the ADU is assessed at \$700K, an increase of

\$200K.

2. The increase in assessed value of \$200K will be used to pay back the loan of \$68,750.
  1. With a municipal property tax of \$0.63/\$100.00 in assessed value, the assessment increase of

\$200K will pay back the revolving fund \$1,260 each year following the reassessment.

9. With an annual repayment of \$1,260, it will take 54.5 years to repay the value of the award based on the increased assessment alone. Note that the initial assessment is likely to increase over time, which would decrease the time required to repay the loan.
7. In 2041, John and Jane Doe sell their property.
  1. At this time, they have paid back \$12,600 of the initial \$68,750 loan to the City of Hyattsville via the increased assessment.

The balance of the loan (\$56,150) is paid back into the revolving fund when the property is sold via the municipal lien that was placed on the property in 2028.

**Hypothetical Case Study to Demonstrate HPD Local Homeownership Loan Program Mechanics**

1. Private Joe Smith, age 25, has worked as an HPD patrol officer for over one year and decides to participate in the HPD Local Homeownership Loan Program.
2. Private Joe Smith is approved for a home mortgage in municipal Hyattsville.
  1. Hyattsville contributes \$25,000 via the HPD Local Homeownership Loan Program towards the downpayment.
3. In 2030, Private Joe Smith closes on the house, utilizing the \$25,000 HPD loan.
4. Upon receiving the zero-interest loan, Private Joe Smith is now responsible for a minimum payment of 1.5% of his salary towards the zero-interest loan, which is auto deducted from his paycheck.
  1. Joe Smith, is an HPD Private 1st Class, with an annual salary of \$77,000. His repayment towards his HPD loan in year 1 will be \$1,155 ( $\$77,000 \times 0.015$ ). If Private Joe Smith is employed by the City of Hyattsville and has an outstanding balance on his loan, he will continue making a payment of 1.5% of his salary towards the loan. NOTE that 1.5% is the minimum payment and Private Joe Smith can elect to pay more than this.
  2. After 10 years of employment with HPD, Joe Smith now a Sargeant and has an annual salary of

\$112,000. His annual minimum payment towards his HPD loan would now be \$1,680 ( $\$112,000 \times 0.015$ ).

5. In 2040, Sargeant Joe Smith sells his property.
  1. At this time, he has paid back \$14,600 of the initial \$25,000 loan, via the 1.5% required payment from his paycheck.
  2. The balance of the loan (\$10,600) is paid back into the revolving fund when the property is sold via the municipal lien that was placed on the property in 2030.

#### NOTES:

- The proposed legislation is contingent on Prince George's County enabling the development of ADUs on properties with single family detached homes, as they are required to do by October 1, 2026 per HB1466/SB891, passed by the Maryland General Assembly in 2025.
- The loan can be used for both attached and detached ADUs, if both types are allowed by the new zoning rules that will be established by Prince George's County by October 1, 2026.
- The Homeowner ADU Loan Program revolving fund provides patient capital intended to diversify housing options for residents while increasing the City's tax base.
- With a targeted initial value of \$1M, (of which \$250K would be earmarked for HPD and \$750K would be earmarked for ADU) the revolving fund would be able to support at least 10 HPD staff with downpayment assistance, and at least 10 homeowners construct ADUs in Round 1. As the Round 1 awards are paid back into the revolving fund, subsequent awards can be made. In addition, the City could consider making additional appropriations into the revolving fund or applying for grants to add value into the fund to grow its capacity. As the

revolving fund grows over time, the City could consider other ways to use the funds to support affordable housing, including lending to affordable housing developers.

- Tax Property 8-104(c) allows for the revaluation of property when completed improvements add at least \$100,000 in value to the property. Revaluations are completed in Prince George's County on a quarterly basis (July 1, October 1, January 1, and April 1).
- Once Hyattsville creates a TIF, the City will notify SDAT of the accounts impacted by the TIF (in this case, the households that participate in the Hyattsville Homeowner ADU Loan Program). The SDAT Supervisor of Assessments will certify the starting value for accounts within the TIF. This certification is saved with SDAT and provided to Hyattsville. Each year, SDAT will track the total starting value and phase in value of the TIF properties. SDAT will use those differences to calculate increases in value each year, so they are not included in
- the constant yield calculations. Hyattsville will be responsible for using the increase in revenue from the starting point of the TIF and applying this revenue to any debt related to the TIF project.
  - To maintain accurate loan balances for the ADU and HPD loan programs, the municipal lien on the property must be updated annually, via a "Certificate of Reduction" with the Prince George's County recorder's office. The Certificate of Reduction will update the current lien value on the property, subtracting any payments that have been made.
  - As the proposed ADU program relates to the Homestead Tax Credit, it is state policy that long- or short-term rentals on an existing property be exempt from the tax benefits afforded by the Homestead Tax Credit, while the portion of the property that is owner-occupied can still benefit from the Homestead Tax Credit. This means that the ADU associated improvements on a property, as they relate to tax assessments, may increase at a faster rate than the owner-occupied improvements of the property would. See the Maryland Assessment Procedure Manual for further details.
  - Hyattsville can provide further support by hosting workshops, answering questions related to the loan application process, answering questions related to ADU zoning regulations in Prince George's County, and provide a list of lenders, architects, and contractors that homeowners could work with.

#### **ANTICIPATED STAFF RESOURCES REQUIRED TO IMPLEMENT:**

Management of this program, including answering resident questions, hosting workshops, management of the revolving fund, reviewing and approving applications etc. will be the responsibility of the Department of Community and Economic Development, and more specifically, the Housing Program Manager. During the initial and potential subsequent rounds of the loan program, the demands of this motion will be significant. Outside of these periods, however, the requirements will be limited.

It is not anticipated that additional staff will need to be hired to implement this motion.

Costs to initiate the loan program will include legal review, development of the loan application process, grant application to grow the affordable housing fund, digital and printed communications, outreach to County partners to obtain overdue disbursements of the Hotel and Motel County Tax and the Impact Development County fees, and ongoing personnel expenses to manage and administer the loan (although no additional staff is anticipated). Anticipated expenses related to standing up the loan program in FY27 are not expected to cost more than \$25,000.00.

**Next Steps:**

**Fiscal Impact:**

\$25,000

**City Administrator Comments:**

For discussion.

**Community Engagement:**

**Strategic Goals:**

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

**City Council**  
**February 23, 2026**

**Submitted by:** Nate Groenendyk  
**Submitting Department:** Legislative  
**Agenda Section:** Discussion Items

**Item Title:**

Establishing a "Mayor for a Day" Program in the City of Hyattsville

**Suggested Action:**

For Discussion.

**Legal Review Required?**

**Summary Background:**

Proposed motion: I move the Mayor and Council include \$700 in the FY27 Budget to support the establishment of a Mayor for a Day program in the City of Hyattsville.

This program would be an annual process in which students in grades 6-12 can apply to and be selected to serve as 'Mayor for a Day' in Hyattsville. Local municipalities across the country have established 'Mayor for a Day' programs and found them to be an effective way to teach civics and spur increased community engagement. Most of these programs consist of three simple components. Namely, 1) an application process whereby students can express their interest in serving as Mayor; 2) the formation of a selection committee to review such applications; and 3) the creation of a day-long schedule of activities for the winning student.

Anticipated Staff Resources: 1. Recruitment and Outreach- (Volunteer Program Coordinator, Youth Center, Clerk's & Communications team) 2. Establish a Selection Committee - (Volunteer Coordinator) 3. Review Applications and Select Winners- (Volunteer Coordinator and Selection Committee) 4. Coordinate Event logistics in collaboration with other departments and the Council - (Volunteer Program Coordinator, Clerk's, and CS team) 5. Establish webpage - (Volunteer Program Coordinator & Communications team) 6. Post -Contest – update webpage and share essay/ videos and pictures - (Volunteer and Communications team)

Funds would be used to purchase awards/certificates, HVL swag, breakfast, lunch, and other program materials.

**Next Steps:**

**Fiscal Impact:**

\$700

**City Administrator Comments:**

For discussion.

**Community Engagement:**

**Strategic Goals:**

Goal 1 – Ensure Transparent and Accessible Governance



**City Council**  
**February 23, 2026**

**Submitted by:** Nate Groenendyk  
**Submitting Department:** Legislative  
**Agenda Section:** Discussion Items

**Item Title:**  
Project Manager

**Suggested Action:**  
For Discussion.

**Legal Review Required?**

**Summary Background:**

Proposed motion: I move the Mayor and Council include \$100,000 in the FY27 Budget to hire a project manager to oversee projects from the Department of Public Works.

Having someone with project management credentials will help keep city projects on time and on budget, saving the city money and increasing public trust. Suggested this be a contract position.

Anticipated Staff Resources:

Hiring committee for the position.

**Next Steps:**

**Fiscal Impact:**  
\$100,000

**City Administrator Comments:**  
For discussion.

**Community Engagement:**

**Strategic Goals:**  
Goal 4 – Foster Excellence in all City Operations