

City of Hyattsville

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



Agenda Regular Meeting

https://us06web.zoom.us/webinar/register/WN_cMmZJPk-QW6D4av395PHaQ

Monday, March 9, 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

Welcome to the City of Hyattsville City Council Meeting!
Your participation at this public meeting is valued and appreciated.

AGENDA/PACKET: The Agenda/Packet is available for review at the Hyattsville Municipal Building and online at www.hyattsville.org prior 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 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.

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

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

Meeting Notice:

The Hyattsville City Council will hold its meeting on Monday, March 9, 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.

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.

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 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_cMmZJPk-QW6D4av395PHaQ

- 1. Call to Order and Roll Call**
- 2. Pledge of Allegiance to the Flag**
- 3. Approval of Agenda**
- 4. Approval of Minutes**
 - 4.a. 2026-179 Approval of Minutes**

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

- February 9, 2026

Sponsors: City Administrator

Department: City Clerk

Attachments: Minutes_February 9, 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. Proclamations

7.a. 2026-173 Women in Public Office Day

I move the Mayor and Council adopt the proclamation designating March 19, 2026, as Women in Public Office Day in the City of Hyattsville.

Sponsors: City Administrator

Department: City Clerk

Attachments: CM 0309 Women in Public Office Day 2026

7.b. 2026-174 Transgender Day of Visibility

I move the Mayor and Council adopt the proclamation designating March 31, 2026, as Transgender Day of Visibility in the City of Hyattsville.

Sponsors: City Administrator

Department: City Clerk

Attachments: CM 0309 Transgender Day of Visibility Proclamation

7.c. 2026-175 Women's History Month

I move that the Mayor and Council adopt the proclamation designating March 2026 as Women's History Month in the City of Hyattsville.

Sponsors: City Administrator

Department: City Clerk

Attachments: CM 0309 Women's History Month 2026

8. Appointments

8.a. 2026-176 Assignment of Council Liaison to Committee

I move the Mayor and Council appoint Councilmember Kelson Nisbett as liaison to the Race and Equity Task Force.

Sponsors: City Administrator

Department: City Clerk

Attachments:

9. 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.

9.a. 2026-157 Disbursement of FY26 Education Enrichment Grants Awards

I move that the Mayor and Council authorize the expenditure of \$9,500 to support the grant recommendations from the Education Advisory Committee listed in the attached memo for the dissemination of the FY26 Education Enrichment Grants.

Sponsors: City Administrator

Department: Community Services

Attachments: Letter to Council 2025-2026 Enrichment Grants, 2025-2026 EAC Grant Council Spreadsheet, _FY26 Education Enrichment Grant Program (Responses) - Form Responses 1

9.b. 2026-167 FY26 Budget Appropriation: M-NCPPC Project Grant for Recreation Activities

I move that the Mayor and Council amend the FY26 Special Revenue Funds Budget to accept and appropriate the grant award in the amount of \$50,000 from the Maryland-National Capital Park and Planning Commission and authorize the City Administrator to sign the contract, upon the review and approval of the City Attorney for legal sufficiency.

Sponsors: City Administrator

Department: Community Services

Attachments: City of Hyattsville Recreation FY26 Project Charge Contract 2.23.26

9.c. 2026-169 PGC Historic Preservation Non-Capital Grant Program Contract - 2025-004

I move that the Mayor and City Council authorize the City Administrator to enter into the *Non-Capital Grant Program Contract (2025-004)*, to provide funding of \$6,850 for an architectural schematic design package, as described in the Non-Capital Grant Program staff memo dated January 13, 2026, and Historic Preservation Commission approval letter dated

January 23, 2006.

Sponsors: City Administrator

Department: Community, Business, and Economic Development

Attachments: 2025-004 NCGP Contract, Cover Sheet (3)

9.d. 2026-180 Disbursement of Ward 1 Discretionary Funds

I move the Mayor and Council approve the disbursement of \$250 of FY26 Ward 1 discretionary funds to support programming for seniors at Friendship Arms Apartments.

Sponsors: Greg Barnes, Councilmember, Joanne Waszczak, Councilmember

Department: City Clerk

Attachments:

9.e. 2026-181 Disbursement of Ward 5 Discretionary Funds

I move the Mayor and Council approve the disbursement of \$250 of Ward 5 FY26 discretionary funds to support senior activities at Friendship Arms Apartments.

Sponsors: Joseph Solomon, Council President, Kelson Nisbett, Councilmember

Department: City Clerk

Attachments:

10. Action Items (7:45 p.m. - 8:25 p.m.)

10.a. 2026-168 Letter to Maryland-National Capital Park and Planning Commission Regarding Trail Safety and Maintenance

I move that the City Council authorize the Mayor to send correspondence to the Maryland-National Capital Park & Planning Commission regarding the prioritization of maintenance and safety for the City's Northwest Branch and Sligo Creek trail systems.

Sponsors: Joseph Solomon, Council President, Kareem Redmond, Council Vice President, Edouard Haba, Councilmember

Department: Community, Business, and Economic Development

Attachments: 2026-02-17_MNCPPC_Letter_Trails_Safety_.ju

10.b. 2026-170 Contract with Jenoptik Smart Mobility Solutions

I move Mayor and Council to authorize the City Administrator to enter into a contract with Jenoptik Smart Mobility Solutions, LLC for the City's Automated Stop Sign Enforcement

Program, for a period of three (3) years.

Sponsors: City Administrator

Department: Police

Attachments: Jenoptik Draft_11.12.2025_Allison Weikel (5) (eic 2026.2.20) .1 (3) (eic 2026.3.04 .2

11. Discussion Items (8:25 p.m. - 9:35 p.m.)

11.a. 2026-171 Anniversary Festival Drone Show

For Discussion.

Sponsors: Joanne Waszczak, Councilmember

Department: Legislative

Attachments:

11.b. 2026-177 Environmental Committee's Outreach Initiatives

For Discussion.

Sponsors: Edouard Haba, Councilmember, Joseph Solomon, Council President, Kareem Redmond, Council Vice President, Danny Schaible, Councilmember, Emily Strab, Councilmember

Department: Legislative

Attachments:

11.c. 2026-178 Relief Funds for Impacted Immigrant Families

For Discussion.

Sponsors: Edouard Haba, Councilmember, Joseph Solomon, Council President, Danny Schaible, Councilmember

Department: Legislative

Attachments:

11.d. 2026-182 Creation of HOA Advisory Committee

For Discussion.

Sponsors: Kareem Redmond, Council Vice President, Joseph Solomon, Council President, Greg Barnes, Councilmember, Kelson Nisbett, Councilmember, Danny Schaible, Councilmember, Edouard Haba,

Councilmember

Department: Legislative

Attachments: Hyattsville Homeowners Association Advisory Committee_Worksheet
Draft

11.e. 2026-172 Creation of the CERT Committee

For Discussion.

Sponsors: City Administrator

Department: Administration

Attachments: CERT Committee WorksheetDraftt

12. Council Dialogue (9:35 p.m. - 9:45 p.m.)

13. Motion to Adjourn

City of Hyattsville

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Minutes Regular Meeting

https://us06web.zoom.us/webinar/register/WN_pF-avMtJTtsKEGgIKMxyQQ

Monday, February 9, 2026

7:00 PM

Virtual

CITY COUNCIL

Robert S. Croslin, Mayor

Joseph Solomon, Council President, Ward 5

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Michelle Lee, Ward 4

Kelson Nisbett, Ward 5

ADMINISTRATION

Tracey E. Douglas, 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 7:03 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
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
Strategic Advisor Suzanne Ludlow
Community Development Specialist Daniel Mears
City Planner Chloe Kauffman
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. Pledge of Allegiance to the Flag

3. Approval of Agenda

A motion was made by Councilmember Schaible, seconded by Council President

Solomon, to amend the agenda by moving the Tanko contract change order to the action agenda from the consent agenda.

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:

A motion was made by Council President Solomon, seconded by Councilmember Barnes, that the amended 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:

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

- Brian Banks (Ward 2) asked to increase the FY27 budget for community services to support the immigrant community. The additional funds would help prepare at-risk community members and increase case management support.
- Maggie Spicer (Ward 2) also asked for expanded funding for community services. She stated that she enjoys living in a diverse community but recognizes that many community members are fearful and under threat.
- Brenden Sloan (Ward 2) asked for additional funding for community services.
- Charlotte Francoeur (Ward 2) asked for additional support for residents and asked the City Council to ban ICE from Hyattsville facilities. She also inquired about installing concrete pads at bike share facilities to increase micromobility.
- Melissa Schweisguth (Ward 5) stated that the West Hyattsville Phase 2 would be more ecologically sustainable by requesting that the planning board require planting new trees instead of installing planters. She also noted the need for more pedestrian and cycling protections in the strategic plan. Lastly, she asked that the Department of Public Works be more mindful of pedestrians when clearing snow and not block curbs.
- Daniel Broder (Ward 2) stated his support of ranked choice voting and keeping retiree benefits. He raised concerns about the Flock camera system and asked the council to cancel the contract, as it aids the federal government in furthering

fascism, adding that the database is used illegally to attack anti-ICE dissent.

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

The City Administrator provided updates on winter storm cleanup, the annual Point in Time Report update, which tracks the unhoused in Hyattsville, City programming, ADA improvements on Alt Rt 1, and the Tanko streetlight purchase contract.

Chief Towers also provided more information about the Flock license plate reader program. The Mayor and Council discussed the benefits of the system, information and data security, system audits, and means for the federal government to obtain information. The Council also discussed acquiring information from private entities.

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

6.a. 2026-148 2026-2031 City of Hyattsville Strategic Plan: Stepping Forward

For presentation.

Sponsors: City Administrator

Department: Community, Business, and Economic Development

Attachments: Draft_HVL-StrategicPlan-2026-05

Community and Economic Development Director J. Ulysse, City Planner Chloe Kauffman, and Community Development Specialist Danny Mears gave a presentation of the 2026-2031 City of Hyattsville Strategic Plan.

The Council thanked the staff for their hard work in creating the plan.

7. Proclamations

A motion was made by Council Vice President Redmond, seconded by Council President Solomon, 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:

7.a. 2026-152 Proclamation for Black History Month

I move the Mayor and Council adopt the proclamation recognizing the month of

February as Black History Month.

Sponsors: City Administrator

Department: Administration

Attachments: CM 0209 Black History Month 2026

8. 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 request specific items be removed from the Consent agenda for separate action.

A motion was made by Council President Solomon, seconded by Councilmember Haba, 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:

8.a. Contract Award - On-Call Facilities Maintenance

I move that the Mayor and Council authorize the City Administrator to enter into contracts with SFMS, LLC and Unisource Services, LLC for on-call maintenance of the City's facilities. The contracts will each be for one year with four optional renewal years, for an amount not to exceed \$60,000 per year, pending legal review.

Sponsors: City Administrator

Department: Department of Public Works

Attachments: RFP DPW25-009 On-Call Facilities Maint 09-24-2025

8.b. 2026-153 Change Order for Lower Ward 1 Resiliency Projects - Toole, Pennoni, LIDC, SMC

I move that the Mayor and Council authorize the City Administrator to execute a change order to the Toole and Pennoni On-Call Transportation Design and Engineering contracts and to the SMC and Low Impact Design Center On-Call Environmental and Stormwater Design and Engineering contracts to extend the

contracts' expiration dates to December 31, 2026.

Sponsors: City Administrator

Department: Department of Public Works

Attachments:

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

9.a. Change Order - Tanko Contract

I move that the Mayor and Council authorize the City Administrator to issue a change order to the contract with Tanko Streetlighting, LLC to extend the term of the contract to December 31, 2026, and modify the scope of the contract to include research, review, and negotiation for the return of overpayments, pending legal review.

Sponsors: City Administrator

Department: Department of Public Works

Attachments: Tanko Contract DPW-24-104 06-03-2024

I move that the Mayor and Council authorize the City Administrator to issue a change order to the contract with Tanko Streetlighting, LLC to extend the term of the contract to December 31, 2026, and modify the scope of the contract to include research, review, and negotiation for the return of overpayments, pending legal review.

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

The Council and staff discussed the termination date of the original contract, tentative repayment of the items in the contract, and resident informed streetlight customization.

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.b. 2026-149 West Hyattsville Phase 2 Development: Departure from Design Standards (DPT-2025-0003)

I move that the Council authorize the Mayor to submit formal correspondence to

the Maryland-National Capital Park and Planning Commission regarding the Detailed Site Plan titled *West Hyattsville Phase II (DSP-20053-02) and Departure from Design Standards (DPT-2025-0003)*. The correspondence shall convey the City's official position as outlined in the amended staff report dated February 2, 2026.

Sponsors: City Administrator

Department: Community, Business, and Economic Development

Attachments: Council-Memo-DPT-2025-003, Staff_Report_DPT-2025-003_, Staff_Report_DSP-20053-02, City-HVL-Decision_DSP_20053-02, LSLP-PHOP-DPT-2025-0003_v1 (3), A-SOJ-DPT-2025-0003_v1 (3), A-SOJ-Section 4.7-DSP-20053-02, East Property Line Cross Section, A-ACRQ-ACL-DSP-20053-02_v1 (1)

I move that the Council authorize the Mayor to submit formal correspondence to the Maryland-National Capital Park and Planning Commission regarding the Detailed Site Plan titled *West Hyattsville Phase II (DSP-20053-02) and Departure from Design Standards (DPT-2025-0003)*. The correspondence shall convey the City's official position as outlined in the amended staff report dated February 2, 2026.

City Planner Chloe Kauffman gave an overview of the project, highlighting the new elements to the Council.

The Council and staff discussed changes in the staff memo and the traffic study analysis. The Council also discussed whether the developer could be mandated to use the new Queens Chapel Road sector plan as guidance for the project.

A motion was made by Council President Solomon, seconded by Councilmember Haba, to amend the motion to say that the correspondence shall convey the City's official position as outlined in the amended staff report, dated February 2, 2026, and the slide presentation provided on February 9, 2026.

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:

Motion made by Council President Solomon, seconded by Council Vice President Redmond, to approve the amended motion.

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. Discussion Items (8:35 p.m. - 9:05 p.m.)

10.a. 2026-154 Retirement Health Benefits

For discussion.

Sponsors: City Administrator

Department: Human Resources

Attachments: Retiree_Health_Benefits_Presentation

Human Resources Director Jay Joyner gave a presentation overviewing potential changes to the retiree health benefits plan.

The Council and staff discussed the necessity of restructuring the benefits plan, the ramifications of a reduction of benefits for retirees and their families, and employee wage sustainability. The Council also discussed implementing a tiered benefit plan for retirees and a timeline for the implementation of changes to the retiree benefits. This agenda item will be presented to the City Council at a future meeting.

11. Council Dialogue (9:05 p.m. - 9:15 p.m.)

12. Motion to Adjourn

A motion was made by Council President Solomon, seconded by Council Vice President Redmond, that the meeting be adjourned at 10:03 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
March 9, 2026

Submitted by: Quianna Taylor
Submitting Department: City Clerk
Agenda Section: Proclamations

Item Title:
Women in Public Office Day

Suggested Action:
I move the Mayor and Council adopt the proclamation designating March 19, 2026, as Women in Public Office Day in the City of Hyattsville.

Legal Review Required?
N/A

Summary Background:
Since 2017, communities throughout the nation have recognized and celebrated March 19th as Women in Public Office Day.

Next Steps:
Adopt the proclamation declaring March 19, 2026, as Women in Public Office Day.

Fiscal Impact:
N/A

City Administrator Comments:
Recommend adoption.

Community Engagement:
Recognition throughout the City of Hyattsville.

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

CITY OF HYATTSVILLE

PROCLAMATION

**CELEBRATING MARCH 19th, 2026 AS WOMEN IN PUBLIC OFFICE DAY IN THE CITY OF
HYATTSVILLE**

WHEREAS, women in leadership play a critical role in the vitality and diversity of our communities, and are essential to ensuring Hyattsville, Prince George's County, and the State of Maryland are well-represented; and

WHEREAS, annually March 19th is designated as Women in Public Office Day by the National Foundation of Women Legislators in commemoration of the swearing-in of Jeannette Rankin of Montana, into service of the United States Congress in 1917; and

WHEREAS, the twentieth century was a pivotal time of growth for women entering politics, we acknowledge that women today remain underrepresented in male-dominated fields and their interests often remain underrepresented in public policy; thus, providing opportunities to support women in public office is imperative; and

WHEREAS, recognizing women at every level of public office will bring awareness to the fundamental value and necessity of their work and will inspire other young people to serve their communities;

NOW, THEREFORE BE IT RESOLVED, that the City's Mayor and Council proclaim March 19th, 2026 to be Women in Public Office Day and call upon the people of Hyattsville to unite as we support the success of women in public office.

Robert S. Croslin

Mayor, City of Hyattsville

March 9th, 2026



City Council
March 9, 2026

Submitted by: Quianna Taylor
Submitting Department: City Clerk
Agenda Section: Proclamations

Item Title:
Transgender Day of Visibility

Suggested Action:
I move the Mayor and Council adopt the proclamation designating March 31, 2026, as Transgender Day of Visibility in the City of Hyattsville.

Legal Review Required?
N/A

Summary Background:
Transgender Day of Visibility is a day to recognize and center the voices and contributions of the diverse community of transgender, two-spirit, non-binary, and intersex people in our City.

Next Steps:
Adopt the proclamation designating March 31, 2026, as Transgender Day of Visibility in the City of Hyattsville.

Fiscal Impact:
N/A

City Administrator Comments:
Recommend adoption.

Community Engagement:
Recognition throughout the City of Hyattsville.

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

CITY OF HYATTSVILLE

PROCLAMATION

RECOGNIZING MARCH 31, 2026, AS INTERNATIONAL TRANSGENDER DAY OF VISIBILITY IN THE CITY OF HYATTSVILLE

This proclamation declares March 31, 2026, to be Transgender Day of Visibility (TDOV) in the City of Hyattsville. This is a day to recognize and center the voices and contributions of gender the diverse community of transgender, two spirit, non-binary, and intersex people, in our city.

WHEREAS, 1.6 million people in the U.S., ages 13 and older, are transgender; and

WHEREAS, transgender people are persons whose gender identity or expression differs from the norms associated with their biological sex, including trans men and women, persons who are two-spirit, non-binary, genderqueer, gender non-conforming, and bigender; and

WHEREAS, Transgender Day of Visibility is an annual observance intended to recognize and celebrate the lives of transgender and gender expansive people, and to bring awareness to their existence and contributions to society; and

WHEREAS In 2009, Rachell Crandall-Crocker, a psychotherapist and trans activist, founded the day in response to overwhelmingly sad media coverage that focused primarily on violence against members of the transgender community; unlike Transgender Day of Remembrance, (the November observance which honors victims of hate crimes), TDOV is intended to be celebratory; and

WHEREAS transgender, two spirit, non-binary and intersex individuals have worked to overcome gender, race, sexuality and class adversity for generations, there is still more work to be done to ensure we, our family members, friends and neighbors within this community are treated with dignity; and

WHEREAS, every citizen deserves to live without fear of persecution, judgement or discrimination, we are reminded that access to resources and a supportive community can be lifesaving for transgender, two spirit, non-binary and intersex people, especially youth.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council declare March 31, 2026, as Transgender Day of Visibility in the City of Hyattsville, and with this proclamation affirm our commitment to advocating for transgender and gender expansive rights.

Robert Croslin

Mayor, City of Hyattsville

March 9th, 2026



City Council
March 9, 2026

Submitted by: Quianna Taylor
Submitting Department: City Clerk
Agenda Section: Proclamations

Item Title:
Women's History Month

Suggested Action:
I move that the Mayor and Council adopt the proclamation designating March 2026 as Women's History Month in the City of Hyattsville.

Legal Review Required?
N/A

Summary Background:
Communities across the nation are celebrating March 2025 as Women's History Month, with the theme of "Leading the Change: Women Shaping a Sustainable Future," which highlights women who are driving innovation and systemic improvements across environmental, financial, and community resilience, focusing on long-term, sustainable impact for future generations.

Next Steps:
Proclaim March 2026 to be Women's History Month in the City of Hyattsville.

Fiscal Impact:
N/A

City Administrator Comments:
Recommend adoption.

Community Engagement:
Recognition throughout the City of Hyattsville.

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

CITY OF HYATTSVILLE

PROCLAMATION

CELEBRATING MARCH 2026 AS WOMEN'S HISTORY MONTH IN THE CITY OF HYATTSVILLE

WHEREAS, women have made and continue to make monumental contributions to society, our communities, and families; and

WHEREAS, throughout American history, even in the face of exclusion from society and democracy, women have continued to reach new heights in business, government, science, philanthropy, the arts, volunteerism, and military service; and

WHEREAS, communities across the nation are celebrating March 2026 as Women's History Month, with the theme of "Leading the Change: Women Shaping a Sustainable Future", and

WHEREAS, this year's theme highlights the importance of expanding our understanding of women's role in advancing sustainability beyond just environmental concerns; showing that it encompasses financial sustainability, community resilience, leadership succession, and intergenerational equity; and

WHEREAS, we reaffirm our commitment to advancing opportunities for women and girls and acknowledge that despite significant progress, they continue to face systemic barriers to full and equal participation in our society;

NOW, THEREFORE BE IT RESOLVED, that the City's Mayor and Council proclaim March 2026 to be Women's History Month, in recognition and support of women in Hyattsville and everywhere who dare to express themselves and who, in doing so, continue to transform our communities for the better.

Robert S. Croslin

Mayor, City of Hyattsville

March 9th, 2026



City Council
March 9, 2026

Submitted by: Quianna Taylor
Submitting Department: City Clerk
Agenda Section: Appointments

Item Title:
Assignment of Council Liaison to Committee

Suggested Action:
I move the Mayor and Council appoint Councilmember Kelson Nisbett as liaison to the Race and Equity Task Force.

Legal Review Required?
N/A

Summary Background:
Each committee is expected to have at least one Council liaison. Council liaison(s) may bring forth budgetary recommendations of the Committee to the full Council. They are non-voting participants and serve as advisors only.

Next Steps:
The staff liaisons will reach out to the new Council liaison to attend the next scheduled meeting.

Fiscal Impact:
N/A

City Administrator Comments:
Recommend appointment.

Community Engagement:
Agendas for committee meetings are posted on the City website. Meetings are open to the public, and all are encouraged to attend.

Strategic Goals:
Goal 1 – Ensure Transparent and Accessible Governance

City Council
March 9, 2026

Submitted by: Cheri Everhart

Submitting Department: Community Services

Agenda Section: Consent Items

Item Title:

Disbursement of FY26 Education Enrichment Grants Awards

Suggested Action:

I move that the Mayor and Council authorize the expenditure of \$9,500 to support the grant recommendations from the Education Advisory Committee listed in the attached memo for the dissemination of the FY26 Education Enrichment Grants.

Legal Review Required?

N/A

Summary Background:

Please see attached memo.

Next Steps:

Disburse \$9,500 Fiscal Year 2026 Education Enrichment Grant funds according to the recommendations from the City's Education Advisory Committee.

Fiscal Impact:

\$9,500

City Administrator Comments:

Recommend approval.

Community Engagement:

Outreach was conducted to inform grantees of this program. Award applicants will be notified.

Strategic Goals:

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

The City of Hyattsville
ATTN: Hon. Mayor Robert Croslin and Hyattsville City Council
4310 Gallatin Street
Hyattsville, MD 20781

February 20, 2026

Dear Mayor Croslin and Hyattsville City Council,

At the January 27, 2026, February 17, 2026, meetings of the City of Hyattsville's Education Advisory Committee (HEAC), we reviewed Education Enrichment Grant applications for the \$9,500 of funding that the City of Hyattsville allocates annually for groups or individuals within the Hyattsville community. **Please note that the \$9,500 is a change in the Hyattsville budget from 2025, which was previously \$12,000.** After reviewing the applications and discussing the grant criteria, the HEAC voted unanimously to make the following recommendations:

1. Approval of 10 Education Enrichment grants Grant Applications, totaling \$9,500 in funding. A total of \$6,285.93 was originally requested in total.
2. We recommend the Committee disburse 2 grants for \$633, one grant for \$600, one grant for \$620, one grant for \$1170.60, and 5 grants for \$1168.68.

Attached to this letter is a spreadsheet of the individual projects to which we recommend disbursement of \$9,500 dollars. Please let us know if you have any questions or concerns.

Sincerely,

Michael Angeloni
Chair of the City of Hyattsville Education Advisory Committee

Hyattsville Education Advisory Committee Education Enrichment Grant Grants 2025-2026

Organization or Project Title	Requested	Recommended Award	Program
Tuft It Out: A Creative Rug Tufting Workshop for Hyattsville Youth	\$633	\$633	Workshop materials and supplies: yarn, backing fabric,
Hyattsville ES	\$633	\$633	Family Game Night
Hyattsville ES	\$633	\$1,168.68	HES STEAM Program
Ultimate Frisbee Youth Enrichment Clinic	\$620	\$620	Reusable instructional equipment and jerseys
Northwestern HS	\$633	\$1,168.68	Tuners for a Growing Program
Northwestern HS	\$633	\$1,168.68	Make Music with MakeMusic
Northwestern HS	\$634.93	\$1,170.60	Glazing Ceramics
Northwestern HS	\$633	\$1,168.68	Pieces of Percussion Ensemble Music
Northwestern HS	\$633	\$1,168.68	Full Orchestra Literatures
UPES	\$600	\$600	Let's Learn About Differences Together
Total:	\$6,285.93	\$9,500.00	

Applicant First N	Applicant Last	Applicant Position	School Name	School Address	Amount Requested	Check Should Be Payable To (Note, check must be	Project Start Da	Project End Date (N	Title of Project
Josue	Melendez	Parent Engagement Assi	Hyattsville Elementary Sc	7501 Adelphi Rd #B Hyattsville MD 20783	633	Hyattsville Elementary School	2/2/2026	6/12/2026	Family Game Night
Suzanne	Koch	Art Teacher	Northwestern High Scho	7000 Adelphi Road, Hyattsville, MD 20782	634.93	Northwestern High School	2/10/2026	6/10/2026	Glazing Ceramics
Nicholas	Schmitz	Resource Teacher	Hyattsville Elementary Sc	Hyattsville Elementary at St. Mark's, 7501 Adelphi	\$633	Hyattsville Elementary School	2/2/2026	5/29/2026	Hyattsville Elementary School STEAM Program
Rose	Alon	Orchestra Director	Northwestern High Scho	7000 Adelphi Rd	\$633	Northwestern High School	3/1/2026	6/1/2026	NHS Full Orchestra Literature
Christopher	Renberg	Teacher	Northwestern High Scho	7000 Adelphi Rd	633	Northwestern High School	1/26/2026	6/15/2026	Tuners for a Growing Program
Christopher	Renberg	Teacher	Northwestern High Scho	7000 Adelphi Rd	633	Northwestern High School	3/4/2026	6/15/2026	Make Music with MakeMusic
Christopher	Renberg	Teacher	Northwestern High Scho	7000 Adelphi Rd	633	Northwestern High School	1/19/2026	6/15/2026	NHS Percussion Ensemble Literature
Christy	Neff	PE Teacher and Assembl	University Park ES	4315 Underwood Street	\$600	University Park ES PTA	3/10/2026	6/5/2026	Let's Learn About Differences Together
Dominyece	Gregory	Community Member/Bus	Hyattsville Teen Center: f	3911 Hamilton Street	633	Tuft'n Up DC LLC	3/13/2026	3/20/2026	Tuft It Out: A Creative Rug Tufting Workshop for Hyattsville Youth
Jarrod	Bailey	Manager	Hyattsville Ultimate	6011 40th Avenue, Hyattsville, MD 20782	\$620.00	Hyattsville Middle School PTA (subject to change p	3/3/2026	3/17/2026	Ultimate Frisbee Youth Enrichment Clinic

City Council
March 9, 2026

Submitted by: Cheri Everhart

Submitting Department: Community Services

Agenda Section: Consent Items

Item Title:

FY26 Budget Appropriation: M-NCPPC Project Grant for Recreation Activities

Suggested Action:

I move that the Mayor and Council amend the FY26 Special Revenue Funds Budget to accept and appropriate the grant award in the amount of \$50,000 from the Maryland-National Capital Park and Planning Commission and authorize the City Administrator to sign the contract, upon the review and approval of the City Attorney for legal sufficiency.

Legal Review Required?

Pending

Summary Background:

The City receives this award annually from the Maryland-National Capital Park and Planning Commission (M-NCPPC) to support the City's recreation programming. The funds are used to support City of Hyattsville camps, Creative Minds sessions, and other community programming.

Next Steps:

Sign contract with M-NCPPC and accept funds.

Fiscal Impact:

\$50,000 - Budget Amendment

City Administrator Comments:

Recommend support.

Community Engagement:

NA

Strategic Goals:

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

CONTRACT

THIS CONTRACT ("Contract") made as of **July 1, 2025** (the "Effective Date"), by and between The Maryland-National Capital Park and Planning Commission, 6611 Kenilworth Avenue, Riverdale, Maryland 20737, a public body corporate and agency of the State of Maryland hereinafter called the "Commission", and the **City of Hyattsville, a municipality of Prince George's County located at 4310 Gallatin Street, Hyattsville, MD 20781.**

RECITALS

WHEREAS, pursuant to the Land Use Article of the Maryland Annotated Code, the Commission has authority to initiate, conduct, direct, or cause to be conducted or directed under its supervision a comprehensive program of recreation which may include physical, social, mental, and creative opportunities for leisure-time participation as deemed advisable.

WHEREAS, Contractor's mission is **to provide leadership and effective service that enhances the City quality.**

WHEREAS, by action undertaken pursuant to the Land Use Article of the Maryland Annotated Code, the governing body of Prince George's County, Maryland, has appropriated for Contractor certain funds totaling **\$50,000** in Council Resolution **CB-055-2025**.

WHEREAS, the Commission and the Contractor desire to cooperate with each other to **provide recreational programs for the residents of Hyattsville and the surrounding communities. Programs will include special events, programs for older adults and residents with disabilities, children and youth programs and pre-school programs.**

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties do covenant and agree as follows:

1. **Scope of Services; Term.** Commission and Contractor have agreed upon a scope of services, all of which services Contractor is to perform within Prince George's County, Maryland for the benefit of residents of Prince George's County, Maryland, which scope of services is set forth in **Exhibit A** attached hereto and incorporated herein ("Scope of Services"). Contractor shall furnish all labor, materials, and incidental supplies necessary or appropriate to perform the Scope of Services. The term of this Contract shall be July 1, 2025 through June 30, 2026 (the "Term"), and Contractor shall substantially complete the Scope of Services no later than the last day of such Term. Any terms or conditions that are required to be completed after the Term shall survive the expiration of this Contract.

2. **Compensation.** After the completion of the Scope of Services rendered and the submission of proper invoice(s) to the Commission, in consideration for performing the Scope of Services, the Commission shall pay Contractor a sum not to exceed **\$50,000**. The Contractor shall prepare the invoices to the reasonable satisfaction of the Commission's Secretary-Treasurer and shall not submit invoices more frequently than once a month. Said invoice shall include supporting documentation or financial reports for expenses and a narrative report adequately describing the Scope of Services provided and shall contain a separate line item for each of the tasks outlined in **Exhibit A**. Supporting documentation shall also include Contractor's publication(s) demonstrating the required acknowledgement of the Commission as a contributor and Commission logo, as further described in Paragraph 3.5 below. The Contractor shall not be entitled to any remaining portion of the **\$50,000** for any expenses that are incurred after **June 30, 2026**. All invoices should be submitted to the Commission's coordinator for this

Contract: **Jake Chesnutt, Division Chief, 301 Watkins Park Drive, Upper Marlboro, MD 20774, (301-218-6700) or via email: dprawards@pgparks.com ("Commission Coordinator").**

3. Financial Reporting and Other Requirements.

3.1 Contractor designates **Cheri Everhart, Manager of Recreation, Programs & Events** to serve as the liaison to the Commission's Coordinator and to attend a mandatory online training session delivered by Commission.

3.2 Contractor shall submit a current list of its Board of Directors and a copy of its current bylaws to the Commission (if applicable).

3.3 Contractor shall provide the Commission with a mid-year program and financial report for the Term by **December 1, 2025** and a final program and financial report for the Term by **August 1, 2026**.

3.4 On or before **November 1, 2026**, Contractor shall provide the Commission with an audit, review or compilation, as applicable, as required by the following chart:

If Contractor's total annual support and revenue is:	Then Contractor shall provide to Commission:
>\$750,000	Audit by independent Certified Public Accountant ("CPA")
\$100,000 - \$750,000	Review by independent CPA
<\$100,000	Compilation by CPA; if not using a CPA, the compilation must be prepared by an independent qualified accountant.

3.5 Contractor shall recognize and acknowledge the Commission as a contributor in all publications that reference Contractor's programs or whenever acknowledgements are given when performing the Scope of Services under this Contract. This acknowledgement should include the following language: **"Made possible in part through funding provided by the Maryland-National Capital Park and Planning Commission, Department of Parks and Recreation, Prince George's County."** In addition, this language is to be accompanied by a logo provided by the Commission's Contract Coordinator.

3.6 Should Contractor wish to reallocate estimated costs (as such costs are set forth in Exhibit A), or should any change to the estimated cost of a task / item in the Scope of Services exceed more than ten percent (10%) of the cost for such task / item as set forth in Exhibit A, Contractor shall make a written request to the Commission for permission to reallocate costs. Contractor shall not incur expenses unless Commission has approved Contractor's proposed reallocation of costs. Should Contractor incur expenses before obtain the Commission's approval therefor, the Commission may decline to reimburse such expenses.

Contractor shall not seek reimbursement for any expenses related to fundraising.

3.7 **Intentionally Omitted.**

3.8 **Intentionally Omitted.**

3.9 The Contractor acknowledges and agrees that it shall retain its business records for at least three (3) years and that the Commission shall have the right to examine the Contractor's records. Upon request, the Commission's auditor may examine the Contractor's records for verification of any expenses or costs incurred by the Contractor to determine whether the Contractor is in compliance with the terms of this Contract.

3.10 The Commission may withhold reimbursement for services that are publicized without the required acknowledgement.

3.11 Failure to abide by any of the requirements contained in this Paragraph 3 shall be deemed a material breach of this Contract and subject this Contract to immediate termination by the Commission, and may make Contractor ineligible for future contracts with the Commission. Should Contractor fail to submit the mid-year program and financial report by the deadline specified in Paragraph 3.3 above, the Commission may deem Contractor ineligible for reimbursements from that point until the end of the Term.

4. Compliance With Laws, Rules and Regulations; No Discrimination.

4.1 Contractor shall be bound by and comply with (at its sole cost and expense) all federal, state and local laws, ordinances and regulations ("Laws") applicable to the obligations provided under this Contract. Without limiting the generality of the foregoing, Contractor expressly covenants that it shall comply with all applicable Laws pertaining to wages, workers' compensation, and equal employment opportunity, and shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, color, national origin, or disability within the meaning of such Laws.

4.1.2 Also without limiting the generality of the foregoing, Contractor expressly covenants that any of its personnel provided to perform the services herein who will be in direct contact with children ages seventeen (17) and under and/or with vulnerable adults shall apply for a national and State criminal history records check according to the requirements provided under Title 5, Subtitle 5, Part V of the Family Law Article of the Annotated Code of Maryland. Any such personnel provided by Contractor shall complete and submit the application required for this purpose no later than thirty (30) days from the signing of this Contract or, for newly hired personnel, at the time personnel is hired. Further, the Contractor shall return the affidavit to the Commission, attached hereto and incorporated herein as Exhibit C, listing the names of all personnel who have applied for a criminal history records check, the dates of the applications, a warrant and representation that it shall take any appropriate action regarding the information received as a result of the criminal history record checks, and that the reports are subject to inspection by the Commission. The date of application of the criminal history records check must be within the last two (2) years unless Contractor uses Criminal Justice Information Services ("CJIS") for background checks. No payments shall be released to the Contractor until the Commission is in receipt of the affidavit and failure to submit the affidavit shall be considered a material breach of this Contract.

4.2. Contractor shall be bound by and comply with the Commission's Policy Guidelines for Project Charges which are attached hereto as Exhibit D.

5. Termination. This Contract may be terminated by the Commission upon thirty (30) days written notice. In the event of such termination, Contractor shall receive compensation for valid services rendered prior to such termination. Notwithstanding any provision in this Contract, the Commission may immediately terminate this Contract for cause for the following reasons: any non-performance; incomplete service; fraud; any fraudulent representation in any invoice or verification required to obtain payment under this Contract; any derogatory information obtained in connection with the criminal history records checks; or services performed in conflict with the terms and conditions of this Contract.

The occurrence of any of these conditions shall constitute a material breach of this Contract and the Commission may terminate this Contract with written notice to Contractor effective immediately.

6. Indemnification and Hold Harmless. Without waiver, Contractor shall defend, indemnify, and hold harmless the Commission, its commissioners, officers, directors, agents, servants, and employees, and their respective heirs, personal and legal representatives, guardians, successors, and assigns from and against any and all claims, threats, liabilities, taxes, interest, fines, penalties, suits, actions, proceedings, demands, damages, losses, costs, and expenses (including attorneys' and experts' fees and court costs) of every kind and nature arising out of, resulting from, or in connection with:

6.1. Contractor's activities pursuant to this Contract, including, without limitation, any act or omission by Contractor's employees, agents, guests and invitees;

6.2. Any misrepresentation or breach by the Contractor of any representation or warranty contained in this Contract;

6.3. Any non-performance, failure to comply, or breach by Contractor of any covenant, promise, or agreement of Contractor contained in this Contract, except as to any such non-performance, failure, or breach approved in advance by the Commission or caused by the Commission's contributory negligence; or,

6.4. Any debts, obligations, duties and/or liabilities of Contractor not expressly assumed by the Commission pursuant to the provisions contained in this Contract.

7. Miscellaneous Provisions.

7.1. Notices. Except as otherwise herein expressed as to the submission of invoices and required reports, any notice, request, demand, and consent or other communications required or may be given under this Contract shall be given in the following manner:

7.1.1. If to the Commission, by First Class US mail with postage prepaid to:
Jake Chesnutt, Division Chief
Northern recreation and Leisure Services
301 Watkins Park Drive
Upper Marlboro, MD 20774

with copy to:

Executive Director
The Maryland-National Capital Park and Planning Commission
6611 Kenilworth Avenue, Suite 402
Riverdale, MD 20737

General Counsel
The Maryland-National Capital Park and Planning Commission
6611 Kenilworth Avenue, Suite 200
Riverdale, MD 20737

7.1.2 If to Contractor, by First Class US mail with postage prepaid to:
Cheri Everhart, Manager of Recreation, Programs & Events
City of Hyattsville

7.2. Severability; Incorporated Terms; and Order of Precedence. Any provision of this Contract, including this Paragraph 7.2, that is held by a court or tribunal of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Contract. In the event of any conflict between the terms and conditions expressed in this Contract and those expressed in any Exhibit attached hereto, the terms and conditions expressed in this Contract shall be deemed to control.

7.3. Integration; Amendment; Waiver. This Contract contains the entire and integrated agreement made by and between the parties and pertaining to the subject matter hereof. The terms and conditions expressed in this Contract shall supersede all prior negotiations, representations or agreements, either written or oral. No provision of this Contract, including this Paragraph 7.3, may be amended, waived, or otherwise modified without the prior written consent of both of the parties. No action taken pursuant to this Contract, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant, term or agreement contained herein. The waiver by any party of a breach of any term, provision or condition contained in this Contract shall not operate or be construed as a waiver of any subsequent breach or of any other conditions hereof.

7.4. Paragraph Headings. The Paragraph and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

7.5. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

7.6. Applicable Law; Jurisdiction and Venue; Service of Process. This Contract was made in the State of Maryland, and shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Maryland, without regard to its conflict of laws principles. All suits, proceedings and other actions relating to, arising out of or in connection with this Contract shall be submitted to the *in personam* jurisdiction of the courts of the State of Maryland and venue for all such suits, proceedings and other actions shall be in Prince George's County, Maryland. The parties hereby waive any claim against or objection to *in personam* jurisdiction and venue in the courts of Prince George's County, Maryland.

7.7. Interpretation. Whenever used in this Contract, the singular shall include the plural and vice versa, and the use of any gender shall include all genders and the neuter. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Contract.

7.8. Authorization and Validity of Agreements. The signatories hereto, each and respectively, warrant that he or she has the full right, power and authority to execute, acknowledge, seal, and deliver this Contract and to perform the transactions contemplated by this Contract. This Contract has been duly executed, acknowledged, sealed and delivered by the parties as their legal, valid, and binding obligations, enforceable against the parties, respectively, in accordance with its terms.

7.9. No Partnership or Joint Venture. Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture for any purpose whatsoever.

7.10. No Third-Party Beneficiary Status. The parties specifically agree that this Contract does not create in the public, or any member thereof, third-party beneficiary status without the written consent of the Commission.

7.11. Local Government Tort Claims Act. By entering into this Contract, the Commission and its “employees”, as defined in the Local Government Tort Claims Act, §§ 5-301 *et seq.* of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, do not waive sovereign immunity, do not waive any defenses, and do not waive any limitations of liability as may be provided for by law. No provision of this Contract modifies or waives any provision of the Local Government Tort Claims Act.

7.12. Electronic Signatures. The parties acknowledge and agree that this Contract 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 signature. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

7.13. No Assignment, Subcontract, or Subgrant. Without the prior written consent of Commission, Contractor shall not assign, subcontract, or subgrant all or any part of the Scope of Services or the right to receive reimbursement from Commission.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Contract under seal, with the intention of making it a sealed instrument, on the Effective Date.

[CITY OF HYATTSVILLE]

By: _____

Name: Tracey Douglas

Title: City Administrator, Hyattsville

THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

By: _____

William Spencer

Acting Executive Director

APPROVED AS TO LEGAL SUFFICIENCY

M-NCPPC LEGAL DEPARTMENT

Exhibit A

(Scope of Services)

By and Between the Maryland-National Capital Park and Planning Commission and The City of Hyattsville - Recreation Services

Control No. _____

DATE: July 1, 2025-June 30, 2026

The scope of work (the “work”) requires the **City of Hyattsville, Maryland** (“Contractor”) to **provide recreational programs for residents of Hyattsville and the surrounding communities. Programs will include specials events, programs for older adults and residents with disabilities, children and youth programs, and pre-school programs.** Programs will be sponsored by the City of Hyattsville and will be open to residents of Prince George’s County. Events will be held at various sites throughout the City of Hyattsville, including David C. Driskell Community Park, Hyatt Park, Heurich Park and the City Municipal Building. Staff and contractors will be hired and supervised by the Hyattsville Department of Community Services.

Task/Item #	Task/Item Description	Estimated Cost
1	Youth Programs	\$41,500
2	Parent & Child Creative Minds	\$ 3,500
3	Community Events	\$ 5,000
	BUDGET TOTAL	\$50,000

Programs will be operated as enumerated below. However, in no event shall the Commission pay the Contractor more than **\$50,000** of the costs. Without limiting the generality of the foregoing, Contractor shall undertake the following tasks:

Youth Programs – Program Total \$41,500

The City of Hyattsville offers a number of recreational and educational programs for toddlers, children and youth. These programs are planned and executed by City staff including a manager, two full-time program coordinators, two part-time youth developers and several part-time seasonal staff. These programs include seasonal camps for summer, winter and spring breaks, out-of-school day camps and half day camps for PGCPs early dismissal days. The Staycation & Exploration programs for youth in grades 6-12 include educational field trips offered weekly during school breaks, as well as out-of-school and early dismissal days and are provided free of charge. Several of these field trips are intergenerational and include older adults as well. The Hyattsville Children and Youth Camp scholarship program is available for families and individuals who need financial assistance to participate the City's kindergarten - 5th grade camp programs. Scholarships are provided for up to fifteen children to participate in Spring & Summer, half day and mini camps, including extended hours, and Night Owls program

Task/Item #	Task/Item Description	Estimated Cost
1	Salary – Seasonal Camp Staff Part-time Seasonal Staff for Spring, Summer & Winter break camps	320 hours actually worked on this Task @ \$ 16.00 per hour (relevant employee’s unburdened rate) = \$5120 x 3 seasonal staff \$15,000
2	Contracted Services: Field Trips for Youth Camp programs: Youth camp programs include Summer break, out-of-school days & early dismissal days for grades k-12	\$10,000
3	Contracted Services: Camp Scholarship Program: Scholarship program provides camp opportunities to income qualifying families	\$10,000
4	Supplies & Materials: Art & Craft materials, sporting equipment, instructional games, books, snacks	\$6,500

Parent and Child Creative Minds Program –Total \$3,500

The program meets Tuesday and Thursday mornings during the school year and includes cohorts of Spanish immersion programming. Parents or caregivers and their pre-school children play and learn together in child-led creative projects, story time, movement and free play. The program costs \$75 per child per 8-week session. Developmentally appropriate entertainment is brought into the program periodically.

Task/Item #	Task/Item Description	Estimated Cost
1	Contracted Services/Program Performers: Music instruction, art instruction, and age-appropriate performances	\$2,000
2	Supplies & Materials Building blocks, books, mats, art supplies, age-appropriate toys and games	\$1,500

Community Events – Total \$5,000

The City produces events throughout the year, which are held at various sites throughout the City. The City's Annual Anniversary Celebration, held in April, includes family entertainment and a fireworks display. Other events include a Summer Concert Series, which takes place three times from June through September; a Halloween-themed event for elementary school children, a Spring event and Egg Hunt and other family-friendly cultural activities throughout the year. Entertainment is contracted for each of these events. All events are free to attend.

Task/Item #	Task/Item Description	Estimated Cost
1	Contracted Services: Performances/Entertainment Musical performances, DJ entertainment, Rental Equipment	\$5,000

M-NCPPC

PROJECT CHARGE BUDGET PROPOSAL

Note: Programs & Services Listed Must Match What Is Proposed In Approved Scope of Work*

Youth Programs #1 Total Budget	\$41,500.00	Community Events #3 Total Budget	\$5,000.00
Parent and Child Creative Minds #2 Total Budget	\$3,500.00		

Total Budget Request	\$50,000.00
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Program or Service	\$41,500.00	Program or Service	\$3,500.00
<i>Direct Program/Event Personnel</i>		<i>Direct Program/Event Personnel</i>	
Salaries	\$15,000.00	Expense 1	\$0.00
Expense 2	\$0.00	Expense 2	\$0.00
Expense 3	\$0.00	Expense 3	\$0.00
Expense 4	\$0.00	Expense 4	\$0.00
TOTAL	\$15,000.00	TOTAL	\$0.00
<i>Program/Event Supplies & Materials</i>		<i>Program/Event Supplies & Materials</i>	
Supplies	\$3,000.00	Supplies	\$1,500.00
Equipment	\$3,000.00	Expense 2	\$0.00
Snacks	\$500.00	Expense 3	\$0.00
Expense 4	\$0.00	Expense 4	\$0.00
TOTAL	\$6,500.00	TOTAL	\$1,500.00
<i>Program/Event Other Services & Charges</i>		<i>Program/Event Other Services & Charges</i>	
Youth Camp Field Trips	\$10,000.00	Music Instruction	\$700.00
Camp Scholarship Program	\$10,000.00	Art Instruction	\$700.00
Expense 3	\$0.00	Age appropriate performances	\$600.00
Expense 4	\$0.00	Expense 4	\$0.00
TOTAL	\$20,000.00	TOTAL	\$2,000.00
<i>Other Budget Considerations</i>		<i>Other Budget Considerations</i>	
Expense 1	\$0.00	Expense 1	\$0.00
Expense 2	\$0.00	Expense 2	\$0.00
Expense 3	\$0.00	Expense 3	\$0.00
Expense 4	\$0.00	Expense 4	\$0.00
TOTAL	\$0.00	TOTAL	\$0.00

Program or Service	\$5,000.00
<i>Direct Program/Event Personnel</i>	
Example 1	\$0.00
Example 2	\$0.00
Example 3	\$0.00
Example 4	\$0.00
Example 5	\$0.00
TOTAL	\$0.00
<i>Program/Event Supplies & Materials</i>	
Expense 1	\$0.00
Expense 2	\$0.00
Expense 3	\$0.00
Expense 4	\$0.00
TOTAL	\$0.00
<i>Program/Event Other Services & Charges</i>	
Musical Performances	\$2,000.00
DJ Entertainment	\$1,500.00
Rental Equipment	\$1,500.00
Expense 4	\$0.00
TOTAL	\$5,000.00
<i>Other Budget Considerations</i>	
Expense 1	\$0.00
Expense 2	\$0.00
Expense 3	\$0.00
Expense 4	\$0.00
TOTAL	\$0.00

Exhibit C
[Affidavit]
By and Between The Maryland-National Capital Park and Planning Commission and the
City of Hyattsville

AFFIDAVIT

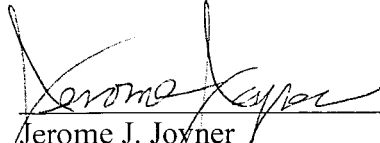
I, Jerome J. Joyner, under the penalties of perjury do solemnly swear:

1. I am Director of Human Resources of City of Hyattsville.
2. As the Director of Human Resources, I have personal knowledge of the facts contained herein and I am authorized to submit this affidavit on behalf of City of Hyattsville.
3. The following personnel will be providing services under the Contract with The Maryland-National Capital Park and Planning Commission (“Commission”), and said personnel, in compliance with Title 5 of the Family Article of the Annotated Code of Maryland, at Subtitle 5, Part VI, have applied for a federal and state criminal history records check on the dates shown below:

Name of Personnel	Date of Application	Application Number
Sandra D. Shephard	2/20/2009	095537004544
Jazmin Shorts	4/18/2023	236724013665
Josabeth Segura	5/25/2023	235724013875
Nia Shaw	3/21/2024	246724015123
Maria Guevara	11/16/2023	236724014376
Ronald Lewis	12/8/2020	205660050621
Roger Reyes	5/9/2023	236724013772
Marci LeFevre	9/30/2019	196724006463
Charles Coleman	04/21/2023	236724013724
Alexa Figueroa	7/16/2025	256724016824
Jose Ayala	3/12/2025	256724017480

4. On behalf of City of Hyattsville, I warrant and represent that any new personnel hired during the term of the Contract with the Commission shall immediately file for a federal and state records check.
5. On behalf of City of Hyattsville, I warrant and represent that any appropriate action shall be taken regarding the information received as a result of the criminal history record checks and the reports shall be subject to inspection by the Commission upon request.

6. On behalf of City of Hyattsville, I warrant and represent that the date of application of the criminal history records check is within the last two (2) years unless City of Hyattsville uses Criminal Justice Information Services (CJIS) for background checks. I do solemnly swear and affirm under the penalties of perjury that the information contained herein is true to the best of my knowledge, information and belief.



Jerome J. Joyner
Director of Human Resources

2-19-2026

Date

Exhibit B

Certificate of good standing issued by the Maryland Department of Assessments and Taxation

N/A

Exhibit D

POLICY GUIDELINES FOR PROJECT CHARGES

Mission of the Prince George's County Department of Parks and Recreation

All project charges and program support placed in our adopted operating budget by the Prince George's County Council shall fully meet the Department of Parks and Recreation, Prince George's County mission and core services in accordance with Maryland Annotated Code, Land Use Article. In order to receive the project charge payments, entities must enter into a contract with the Commission clearly defining the scope of the services to be provided within Prince George's County to residents of Prince George's County and the reimbursement process. The services must also meet the core mission of the Commission as authorized in the Maryland Annotated Code, Land Use Article. Such determinations shall be made by the Department of Parks and Recreation, Legal, and Finance. This determination shall be made prior to a contract being transmitted to the County, municipality or organization. The Department's mission and core services are as follows:

In partnership with County citizens, provide comprehensive park and recreation programs, facilities, and services which respond to changing needs within our communities. Strive to preserve, enhance, and protect open spaces to enrich the quality of life for the present and future generations in a safe and secure environment.

Develop and maintain a comprehensive park system by maintaining all parks, roads, grounds and structures, and protect patron and property safety.

Provide recreation programs and services by providing sports, leagues, clinics, tournaments, camps, recreation and interpretative classes, and leisure/recreation experiences.

Preserve the environment and open space, and conserve natural resources.

Reimbursable Expenses

- The Prince George's County Department of Parks and Recreation shall only reimburse the County, municipalities, and organizations for expenses that are directly related to the mission and core services of the Department that are being provided by the County, municipality or organization.
- The Commission's Secretary-Treasurer shall make the final determinations as to which expenses are allowable and which are not.
- The contract between the Commission and the Contractor shall set forth the scope of services (statement of work) that Contractor will provide within Prince George's County to Prince George's County residents, which scope of services includes a complete budget reflecting reimburseable expenses determined by the Commission's Secretary-Treasurer to be allowable.

- The general types of expenses that are eligible for reimbursement include:
 - Staff costs: Direct staff costs for a Contractor's employee at such employee's unburdened hourly rate (unburdened hourly rate is the flat hourly rate that Contractor pays to its employee that does not include benefits such as holiday, sick, administrative, and annual leave, health insurance, etc.) for hours such employee actually worked to provide the services in the Scope of Services; provided, however, that (1) Contractor shall provide a payroll register or a suitable mechanism to verify payroll expenses; and (2) such costs are proportionate to the entirety of such employee's duties as a whole with Contractor.
(Note that indirect staff costs are not eligible for reimbursement; Commission will not reimburse Contractor for overhead costs (such as rent payments on leased space and utilities) or staff costs for administrator(s), even if such administrator costs are pro-rated so as to be proportionate to the entirety of such administrator's duties as a whole with Contractor.)
(Note further that the Commission will not reimburse Contractor for staff costs or salary payments that Contractor made to its employees via electronic services including but not limited to Cash-App, Zelle, Venmo, etc.)
 - Supplies and materials directly associated with the program or services
 - Contracted services that are directly related to operating and managing the programs or providing the services
- Payment requests must be accompanied by an invoice for actual costs incurred along with supporting documents and/or financial reports with sufficient detail to enable the Commission to verify that the costs were incurred for the programs identified and that the Commission property taxes used as the funding source are being spent on allowable purposes.
- Advance payments are not allowable.
- For non-County government entities, if the costs are for capital improvements or for operating costs in advance of a capital improvement, a use agreement must be executed to enable the Commission to receive fair value for the funding provided.
- For supplies and materials, other services and charges including contracted services, and any capital purchases, the County, municipality or organization shall provide receipts with original signatures verifying that the goods or services were received.
- Contract should describe what documentation will be required.
- All work or services must be fully complete or provided by the end of the fiscal year (June 30) in which the funding was approved by the County Council.
- Commission will terminate the encumbrance and de-obligate the funds one (1) year after the end of the term of the Project Charge; therefore, by such date, Contractor must submit to Commission all requests for reimbursement of expenses incurred during the term.

Vendor Requirements

- Enter into the Project Charge by June 1 of the month in which the term ends
- Statement of Work per the above sections
- By-Laws (for Non-Profits)

- Affidavit
- Certificate of Good Standing from State of Maryland (for Non-Profits)
- Articles of Incorporation

City Council
March 9, 2026

Submitted by: Jeff Ulysse

Submitting Department: Community, Business, and Economic Development

Agenda Section: Consent Items

Item Title:

PGC Historic Preservation Non-Capital Grant Program Contract - 2025-004

Suggested Action:

I move that the Mayor and City Council authorize the City Administrator to enter into the *Non-Capital Grant Program Contract (2025-004)*, to provide funding of \$6,850 for an architectural schematic design package, as described in the Non-Capital Grant Program staff memo dated January 13, 2026, and Historic Preservation Commission approval letter dated January 23, 2006.

Legal Review Required?

Pending

Summary Background:

On August 5th 2025, the Mayor and City Council authorized the City Administrator to prepare an application to the County for grant funds to support the Hamilton Square Partners and provide any needed documentation required.

The Prince George's County Historic Preservation Commission's Non-Capital Grant Program provides grants to support projects that identify, preserve, promote, and protect the historic, cultural, and archeological resources of Prince George's County for the benefit of the public and to encourage the revitalization of communities. These grants are intended to help produce and disseminate information, stimulate public discussion about preservation, make technical expertise accessible, and encourage community partnerships. The Grant Program can be used to pay for the costs of professional services such as preservation and planning consultants, planning studies, design work, and educational, outreach, and conservation projects involving architectural, archeological or cultural resources. The City of Hyattsville applied for this Fund to support the improvements proposed for the properties located at 5219-5309 Baltimore Ave. The property owners, Hamilton Square Partners, sought \$8,700 from this fund to support the planning and design phase of their development project.

Next Steps:

Enter into the contract upon Council approval.

Fiscal Impact:

N/A

City Administrator Comments:

Community Engagement:

N/A

Strategic Goals:

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

NON-CAPITAL GRANT PROGRAM CONTRACT

THIS NON-CAPITAL GRANT PROGRAM CONTRACT (hereinafter the “Contract”) made this _____ day of _____, 20____ (“Effective Date”), by and between City of Hyattsville (hereinafter the “Grantee”) and The Maryland-National Capital Park and Planning Commission, 6611 Kenilworth Avenue, Riverdale, Maryland 20737 (hereinafter the “Commission”).

RECITALS

WHEREAS, the Commission administers a program dedicated to the preservation, enhancement, and protection of historic properties in Prince George’s County pursuant to the Maryland Land Use Article, Sections 26-101 through 26-107, and Subtitle 29 of the Prince George’s County Code; and

WHEREAS, Grants from the Prince George's County Non-Capital Grant Program (“Grant Program”) are designed to preserve, protect and enhance historic properties, encourage others to preserve, protect and enhance historic properties and to promote interest in and the study of historic properties; and

WHEREAS, Grants are subject to the availability of funds; and

WHEREAS, Grants are awarded to support projects that identify, preserve, promote and protect the historic, cultural, and archeological resources of Prince George’s County; and

WHEREAS, the Grantee is a not-for-profit organization that has historic preservation, heritage tourism, genealogy, history, or archeology among its primary missions, and/or is the owner or contract purchaser of a designated Prince George’s County Historic Site, Historic Resource, a contributing resource in a locally designated Historic District, and/or a contributing resource in a National Register Historic District or determined eligible for listing in the National Register by the Maryland Historical Trust; and

WHEREAS, the Grantee and the Commission recognize the architectural, historic, and cultural values (hereinafter “conservation and preservation values”) and significance of the Subject Project, and have the common purpose of conserving and preserving the aforesaid conservation and preservation values and significance of the Project; and

WHEREAS, the terms of this Contract require the Grantee to undertake certain obligations with respect to the Project, and also require the Commission to perform certain administrative and supervisory functions with respect to the Project; and

WHEREAS, the Parties intended to execute this Contract prior to the commencement of the event that was the subject of this Contract but the administrative process to execute this Contract was not completed; and

WHEREAS, the Parties continued to operate under the terms of the grant award from the date of the award on January 20, 2026 to the present; and

WHEREAS, due to necessary and other business considerations, the Parties desire to affirm the Contract.

NOW THEREFORE, the Parties agree as follows:

1. **GRANT AWARD.** The grant shall be **SIX THOUSAND EIGHT HUNDRED FIFTY AND ZERO CENTS (\$25,6,850.00)** (“Grant Award”), payable in cash or certified funds pursuant to the terms of this Contract. Upon acceptance of this Grant Award, the Grantee represents that it has the funds on hand to complete the project or an agreement with a lender to acquire the necessary funds for project completion.

2. **PURPOSE.** The purpose of the Contract is to provide funding an architectural schematic design package, as described in the Non-Capital Grant Program staff memo dated January 13, 2026 and Historic Preservation Commission approval letter dated January 23, 2006 (collectively attached hereto as **Exhibit C**).

3. **ELIGIBLE ACTIVITIES.** Eligible activities are subject to the Commission’s approval, must conform with the *Prince George’s County Historic Preservation Commission Non-Capital Grant Program Policies, Procedures, and Guidelines (Exhibit A)*, and may include, but are not limited to, the following: plans and reports, cultural resource surveys, planning and project development assistance; inventories of historic resources and associated record-keeping; archeological reports; engineering reports; research concerning historic context or the protection of architectural, archeological, or cultural resources; preparation of nomination forms for the National Register in accordance with Maryland Historical Trust standards, guidelines, and documentation requirements; pre-development reports to provide historical, architectural, and archeological context; plans for the design or development of historic districts and properties; community education initiatives related to a historic property or site; public programs that present aspects of Prince George’s County life, history, or culture; original research and scholarly writing regarding Prince George’s County life, history, and culture, leading to publications, public programs, or exhibits; the curation of artifacts, archives, and collections; school programs concerning Prince George’s life, history, and culture that encourages collaboration between teachers and preservation or history organizations, or museums.

4. **INELIGIBLE ACTIVITIES.** While the Commission reserves the right to declare certain activities as ineligible, such activities shall include, but not be limited to, the following: entitlement project requirements or other regulatory obligations; capital expenditures for building construction, “bricks and mortar” rehabilitation, restoration, preservation, stabilization, or the temporary, long-term, or permanent closure of historic buildings; organizational overhead costs, including existing staff salaries, legal fees, charges for deficits or overdrafts; interest expenses or other financing costs; damage judgments arising from construction or equipping a facility, whether determined by judicial process, arbitration, negotiation, or otherwise; projects that have been awarded prior to the date of the award, projects that serve a religious purpose or promote or advance the beliefs or interests of religious creeds or practices; endowments; acquisition of objects for collections; prizes and awards; lobbying-related expenses; projects associated with an organization’s fundraising activities; expenses for entertainment, including food and beverage.

5. **PAYMENT.** Grant Program funds are awarded only as reimbursable payments to the Grantee. Upon execution of this Contract, the Grantee shall submit a detailed scope of work to the Commission’s Historic Preservation Section. Upon approval of the Scope of Work, the Grantee may commence work. At regular intervals throughout the project, the Grantee may request reimbursement by submitting documentation of project progress and project expenditures, as set forth in this Paragraph. Requests for reimbursement shall not be made more than once per month and at least once per quarter, within thirty (30) days of the end of the quarter.

Upon receipt of adequate documentation and the Non-Capital Grant Reimbursement Form (attached hereto as **Exhibit B**), the Commission shall reimburse the Grantee for amounts specified in the reimbursement request. When reimbursement requests are made, the Grantee must document the expenditures made with match dollars as well as those made with grant dollars. The Grantee must provide copies (not originals) of records, documents, and other evidence in support of all costs and expenses. The Commission will retain twenty percent (20%) of the grant funds until the Grantee's final report, final request for reimbursement, and all documentation is approved. All expenditures (grant dollars, cash match, and in-kind matches) must be made after the date of the Grant Award per the Prince George's County Historic Preservation Commission's adopted Non-Capital Grant Program Policies, Procedures, and Guidelines. Expenditures made prior to the date of the Grant Award cannot be reimbursed; nor can they be counted as a match.

6. MATCH REQUIREMENTS. Grantee must provide a fifty percent (50%) cash match for every dollar of Grant funds in excess of \$5,000.00, either in the form of monetary payment, a grant award from other funders, an in-kind match of goods or services, or any combination of these sources. Grantee is not required to have match dollars in hand at the time of execution of this Contract, but the match dollars and/or in-kind match must be available, as appropriate, so that the project can be completed within the two-year performance period.

7. MODIFICATIONS. The Grantee agrees that the Commission reserves all rights to reassess the grant award and approvals and decline grant reimbursement, withdraw conditional grant approval, and/or require additional documentation and/or assurances.

8. FINANCIAL SECURITY. The Commission may require the Grantee to open a separate bank account specifically designated for the Project and to deposit the entire grant and matching funds in said account. The Commission reserves the right to audit the Grantee's accounts relating to the grant funds and payments to contractors. The Commission reserves the right to demand and receive the return of any funds not spent in accordance with the Grant Program's Guidelines (**Exhibit A**) or other stipulations and, by submission of the Application, the Grantee agrees to this provision.

9. INDEMNIFICATION. The Grantee will indemnify, save harmless, and defend the Commission from and against all actions, liability, claims, suits, damages, cost or expense of any kind that may arise, or be alleged to have arisen, out of or in connection with the Grantee's performance of, or failure to perform, any of the obligations under the terms of this Agreement.

10. RECITALS. The Recitals are hereby incorporated into this Contract.

11. FINAL AGREEMENT. This Contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, or representations not expressly contained herein.

12. EXTENT OF CONTRACT. Payments made under this Grant Award are terminated two (2) years from the date this Contract is executed. The Grantee understands that the Commission through its Grant Program will not make payment for costs incurred after the aforesaid termination date. This Contract may be terminated by the Grantee prior to any expenditure of awarded monies; whereupon the Commission shall have no further obligations to the Grantee with respect to this Contract or the underlying Grant Program Application filed by the Grantee.

13. PROFESSIONAL STANDARDS. All Grant Program projects will follow professional standards. The Grantee will follow all applicable federal and state laws, regulations, guidelines, and technical standards. Architectural and archeological research and survey and documentation projects must be

consistent with the Standards and Guidelines for Architectural and Historical Investigations in Maryland or the Standards and Guidelines for Archeological Investigations in Maryland, and the Prince George's County Planning Board's Guidelines for Archeological Review. Those performing architectural and archeological research, and survey and documentation projects must meet the minimum requirements of the Secretary of the Interior's Professional Qualification Standards under 36 CFR 61. Grantees must demonstrate their intention and ability to adhere to these standards, as applicable. Copies of these standards and guidelines shall be provided by the Commission.

14. TIME OF PERFORMANCE. All expenditures of grant funds, cash match, and in-kind matches must occur within the two-year performance period as set forth in the Grant Program Guidelines (**Exhibit A**). The two (2) year performance period begins the date the Grant Award is awarded.

15. FINDING OF NON-COMPLIANCE. If the Commission finds that the Grantee does not meet the requirements of the Grant Program or the terms of this Contract, the Commission may seek remedies for non-compliance including, but not limited to, suspension or return of the Grant Award. The Commission shall be empowered to institute legal or other remedial action governing enforcement procedures. The Commission shall also have available all legal and equitable remedies to enforce the Grantee's obligations hereunder, and in the event the Grantee is found to have violated any of its obligations, the Grantee shall reimburse the Commission for any cost or expenses incurred in connection therewith, including all court costs and attorney's fees. The exercise by the Commission of one remedy hereunder shall not have the effect of waiving or limiting any other remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

16. SUCCESSORS/ASSIGNS. The parties agree that this Contract shall be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

17. DAMAGES. The Grantee will defend, hold and save the Commission, its officers, agents, and employees, and any appointed body or commission and its members harmless from any and all suits, claims, and demands of any nature or kind, including expenses for or on account thereof, for injury to persons or damage to property sustained by a person or persons resulting in whole or in part from the performance or omission of any employee, agent, or representative or contractor or sub-contractor of the Grantee or from any action arising from the performance of work associated with the Grant Application or this Agreement.

18. NOTICES. It is hereby further understood and agreed that all notices to be given shall be deemed received on the date of actual receipt in the case of overnight delivery, or three (3) business days after deposit in the U.S. mail under this Contract and will be given by U.S. certified mail, return receipt requested, or by reputable overnight delivery service as follows:

To the Grantee:
City of Hyattsville
4310 Gallatin Street
Hyattsville, MD 20781

To the Commission:
The Maryland-National Capital Park and Planning Commission
Prince George's County Planning Department
Historic Preservation Section
1616 McCormick Drive
Largo, MD 20774

19. GOVERNING LAW AND SEVERABILITY. This Contract shall be governed by and construed in accordance with the laws of the State of Maryland. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent of such invalidating, illegality or unenforceability without invalidating the remainder of this Contract which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Jurisdiction and venue are hereby agreed among the parties to lie within the State Courts of Prince George's County, Maryland.

20. AMENDMENTS. This Contract shall only be modified or amended in writing, signed by all parties, no less than thirty (30) days prior to the expiration of the Contract.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed and delivered, the day and year first written above.

GRANTEE:

City of Hyattsville

By:

DATE: _____

THE MARYLAND-NATIONAL CAPITAL PARK
AND PLANNING COMMISSION

ATTEST:

THE MARYLAND-NATIONAL CAPITAL PARK
AND PLANNING COMMISSION

Gavin Cohen
Secretary-Treasurer

By: _____
William Spencer
Acting Executive Director

DATE: _____

By: _____
Approved for Legal Sufficiency

Exhibit A

[PRINCE GEORGE'S COUNTY HISTORICAL PRESERVATION COMMISSION NON-CAPITAL GRANT PROGRAM POLICIES, PROCEDURES, AND GUIDELINES]

PRINCE GEORGE'S COUNTY
HISTORIC PRESERVATION COMMISSION
NON-CAPITAL GRANT PROGRAM
POLICIES, PROCEDURES, AND GUIDELINES
Revised April 20, 2021

- I. **Introduction.** The Prince George's County Historic Preservation Commission's Non-Capital Grant Program (Grant Program) provides grants to support projects that identify, preserve, promote, and protect the historic, cultural, and archeological resources of Prince George's County for the benefit of the public and to encourage the revitalization of communities. These grants are intended to help produce and disseminate information, stimulate public discussion about preservation, make technical expertise accessible, and encourage community partnerships. The Grant Program can be used to pay for the costs of professional services such as preservation and planning consultants, planning studies, design work, and educational, outreach, and conservation projects involving architectural, archeological or cultural resources.

The Grant Program provides three categories of grant awards 1) up to \$5,000; 2) between \$5,000 and \$25,000; and 3) up to \$5,000 for maintenance of threatened, "abandoned" historic cemeteries. Grant awards are provided to nonprofits, municipalities, individual owners, or contract purchasers of eligible properties in Prince George's County and for eligible projects identified herein. Grant awards up to \$5,000 are considered Mini-Grants and no match is required; grants above \$5,000 (up to \$25,000) require a 50% match for any amount over \$5,000 in either cash or in-kind contributions (for example, a grant award of \$5,500 will require a match of \$250, 50% of the \$500 value of the award that exceeds \$5,000). At its discretion, the HPC may also provide funding through this program to protect and preserve other historic cemeteries.

The Non-Capital Grant Fund is sponsored by the Prince George's County Government and administered by the County's Historic Preservation Commission (HPC) and The Maryland-National Capital Park and Planning Commission, Countywide Planning Division's Historic Preservation Section (M-NCPPC).

- II. **Program Requirements.** Architectural and archeological research, survey and documentation projects must be consistent with the *Standards and Guidelines for Architectural and Historical Investigations in Maryland* or the *Standards and Guidelines for Archeological Investigations in Maryland* and the Prince George's County Planning Board's *Guidelines for Archeological Review*.

Those performing architectural and archeological research, and survey and documentation projects must meet the minimum requirements of the Secretary of the Interior's *Professional Qualification Standards* under 36 CFR 61.

For projects involving only one historic property (i.e. Historic Structure Reports, preservation/restoration plans, feasibility studies, etc.), the subject resource must be a designated Prince George's County Historic Site, Historic Resource, Historic District or a contributing resource therein or must be listed in the National Register of Historic Places as a contributing resource or must be determined by the Director of the Maryland Historical Trust (MHT) to be eligible for such listing.

For projects focused on the dissemination of information such as a lecture, workshop, conference, tour, or public event, funds cannot be used to defray the cost of attending such an event but rather the production, implementation, and promotion of such an event. Event-related expenses cannot be used to defray food and beverage expenses but can be used for hard costs such as equipment or venue rental and speaker honoraria. For projects with GIS or spatial data development components, the recipient must provide copies of all databases, image files and GIS files developed under the grant to M-NCPPC.

III. **The Application Process.** Applications will be submitted to the HPC and copies of submitted applications will be forwarded to the HPC-appointed Non-Capital Grant Committee ("Grant Committee") to review and evaluate applications and recommend grant awards. The Grant Committee will evaluate each application based on recommendations from HPC staff. The recommendations of the Grant Committee will be forwarded to the HPC, which will vote on the Grant Committee's recommendations at a public meeting. Projects will then be funded based on availability of funds. Some projects may not be funded; some projects may not receive the full amount requested.

IV. **Eligible Applicants.** An organization seeking funds must have historic preservation, heritage tourism, genealogy, history, or archeology among its primary and motivating purposes, and/or must be the owner or contract purchaser of a designated county Historic Site, Historic Resource, a contributing resource in a locally designated Historic District, and/or a contributing resource in a National Register Historic District or determined eligible for listing in the National Register by MHT. Eligible applicants may include:

- A. Municipal governments within Prince George's County;
- B. 501(c)(3) educational institutions within Prince George's County;
- C. 501(c)(3) charitable organizations, as defined by the Internal Revenue Code, whose purposes include preserving the county's history, preservation, or acquisition of historic properties, structures, facilities, sites, areas, or objects for preservation purposes. Charitable organizations submitting applications must include up-to-date documentation of their tax-exempt status. Organizations must be incorporated and operating for at least two consecutive years prior to the submission of the grant application (except for those nonprofit organizations established specifically for the purpose of historic preservation or organized for the benefit of preserving an individual property. Eligible charitable organizations must serve a public educational purpose and have bylaws, membership, elected officers, and conduct regularly scheduled meetings.
- D. Religious organizations organized and incorporated under the laws of the State of Maryland conducting business within Prince George's County. The corporation shall be organized exclusively for religious, charitable, or educational, purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.
- E. Residents of Prince George's County or contract purchasers of eligible property within Prince George's County.

V. **Ineligible Applicants.** Organizations and others that are *not* eligible to apply include:

- A. Museums and historic sites operated by M-NCPPC;
- B. Museums and historic sites operated by county, state or federal government agencies;
- C. For-profit organizations or corporations; and
- D. County, state, or federal governments.

VI. **Ownership of Project Properties.** The applicant must hold the property in fee simple ownership; or if the applicant is not the owner, the applicant must be able to provide evidence of a ratified contract for purchase, or the consent of the owner.

VII. **Eligible Activities.** The following eligible activities are broadly defined and include examples of the kinds of projects that may be considered for funding. Eligible activities generally include, but are not limited to, the following:

- A. Plans and Reports. The preparation of architectural plans, designs, specifications, and cost estimates.
- B. Cultural Resource Surveys. Surveys may be organized by municipal limits, by historic theme, or by property or site types. Grants may be used to prepare documentation associated a determination of eligibility for the National Register and for designation as a Prince George's County Historic Site. Examples of projects include historic sites surveys; architectural surveys; archeological surveys; and thematic surveys.

- C. Planning and Project Development Assistance. Grants are available for support for developing strategies for the preservation, restoration, or rehabilitation of a Historic Site or Resource. Grants are for predevelopment studies and planning for eligible properties. Community, municipal or regional preservation plans are also eligible for funding. Eligible planning activities include, but are not limited to:
- i. Hiring a preservation architect or landscape architect to produce a historic structure report or historic landscape master plan;
 - ii. Hiring a preservation planner to produce historic district design guidelines or community pattern book;
 - iii. Preparation of preservation plans for a municipality or neighborhood;
 - iv. Hiring an organizational development consultant to facilitate a strategic planning retreat for the board of a nonprofit preservation organization;
 - v. Hiring a real estate development consultant to produce an economic feasibility study for the adaptive reuse of a threatened resource;
 - vi. Historic American Buildings Survey/Historic American Engineering Record documentation;
 - vii. Sponsoring a community forum to develop a shared vision for the future of historic preservation in the neighborhood;
 - viii. Preparation of preservation plans for the treatment of archeological sites; and
 - ix. Preparation of plans for adaptive use of historic properties.
- D. Inventory of historic resources and maintenance of comprehensive records of these resources (e.g., database development).
- E. Archeological reports and/or surveys and/or reports that identify potential locations of archeological sites. Projects can take the form of surveys, excavations, and artifact analyses, National Register Nominations, preservation and management plans. Archeological activities may not be associated with county, state or federal compliance projects.
- F. Engineering reports.
- G. Conducting thematic research that supports historic context development for more effective evaluation and protection of architectural, archeological or cultural resources.
- H. Preparation of nomination forms for the National Register in accordance with the MHT standards, guidelines and documentation requirements. Examples of projects include nominations for individual historic properties and districts; multiple property nominations; and nominations for archeological sites.
- A. Pre-development reports to provide the historical, architectural, and archeological research necessary to properly and adequately document both the historic significance and the existing physical condition of the materials and features of a property or site. Pre-development work must be performed to ensure projects are historically appropriate.
- B. Plans for historic districts which may include recommendations for streetscape improvements, landscaping, traffic flow, parking, building use, guidelines for new construction, and gateways.
- I. Development and publication of design guidelines for planning and reviewing changes to locally designated historic properties and new construction in historic districts.
- J. Community education initiatives related to a historic property or site. Funding is available for the development of programs such as lectures, workshops, conferences, tours, and public events along with associated educational materials related to eligible properties or projects in order to actively engage the public.

- K. Public Programs. Funding may be requested for the research, development and execution of public programs that present some aspect of the Prince George's County life, history or culture. Examples of projects include interpretive exhibits; interpretative signs or plaques; special programs and commemorative events; website/web application development; walking and driving tours; wayfinding (the process of using spatial and environmental information to find our way in the built environment); and publications.
- L. Research and Writing. Funding to support original research and scholarly writing on some aspect of county life, history and culture leading to publications, public programs or exhibits. Examples of projects include research and writing and oral and documentary histories.
- M. The curation of artifacts, archives and collections;
- N. School Programs. Funding may be requested for the development or implementation of school-related projects dealing with some aspect of Prince George's County life, history and culture which encourages collaboration between teachers and preservation organizations, history organizations and museums. Examples of eligible education and outreach activities include: sponsoring a workshop related to historic preservation issues in the community; sponsoring workshops related to historic building restoration and rehabilitation work and green technology/energy efficiency issues for owners of historic properties; curriculum projects and teacher's guides relating to historic preservation or community heritage for schoolchildren; scholarly research on neighborhoods to be presented to the public-at-large; and producing heritage education materials directly related to architectural, archeological or cultural resources, ranging from publications to multimedia presentations;
- O. Abandoned Cemetery Maintenance. Funding up to \$5,000 may be requested for non-capital preventative maintenance of cemetery grounds to protect archeological remains, human remains, and burial markers from damage caused by vegetation overgrowth, dead trees, and other hazards. These funds are not be used for larger projects or for the "brick and mortar" maintenance of monuments, fences, or other structures, but can include certain types of cleaning. "Abandoned cemeteries" are defined as cemeteries that, over time, have been separated from their original owner(s) and are cemeteries for which no legally responsible party can be found. These cemeteries can be formerly church-owned or can be located on private property. These grant funds cannot be used to address compliance-related conditions such as those that arise from a development application, a fine, or a lien based on an identifiable lack of maintenance.

VIII. **Ineligible Activities.** The following activities and expenses are *not* eligible for funding under this program:

- A. Non-Capital grant funds cannot be used for entitlement project requirements or other regulatory obligations.
- B. Capital expenditures for building construction, "bricks and mortar" rehabilitation, restoration, preservation, stabilization, or mothballing of historic buildings;
- C. Organizational overhead costs, including existing staff salaries;
- D. Legal fees;
- E. Charges for deficits or overdrafts;
- F. Interest expenses (or other financing costs);
- G. Damage judgments arising from construction or equipping a facility, whether determined by judicial process, arbitration, negotiation, or otherwise;
- H. Projects that have been initiated prior to the date of the award;
- I. Projects that serve a religious purpose or promote or advance the beliefs or interests of religious creeds or practices;
- J. Endowments;
- K. Acquisition of objects for collections;
- L. Prizes and awards;

- M. Lobbying-related expenses;
- N. Projects associated with an organization's capacity-building activities;
- O. Expenses for entertainment, including food and beverage;
- P. Work including research and preparation of plans and reports performed outside the approved project period, including publication of previously completed manuscripts;
- Q. Mitigation activities performed as a condition or precondition for obtaining a county, state or federal permit or license.

- IX. **Grant Management**. An organization or individual seeking funds must demonstrate that they shall:
- A. Monitor the expenditure of project funds to contractors, firms, and other organizations and submit receipts upon completion of the project;
 - B. Report mid-project to the HPC on project progress and verify expenditures to date to the Grant Administrator;
 - C. Prepare a statement showing the amount of cash, in-kind contributions, or combination thereof, comprising the organization's required dollar-for-dollar match;
 - D. Submit vouchers documenting the value of in-kind matching contributions at a rate of \$25 per hour for professional assistance and \$15 for all other persons involved in the project;
 - E. Submit a final project report before the disbursement of the final grant award amount.

- X. **Grant Awards and Matching Requirements**. The actual number and size of grants will depend on available funding and the number and quality of proposals. The Grant Committee reserves the right to reject any and all proposals. Grant-supported project expenditures cannot begin until the successful applicant has received a fully executed Grant Agreement. For Mini-Grants, an initial grant installment payment of no more than 50% of the grant award will be made available upon execution of the Grant Contract.

For grants in excess of \$5,000, a 50% match is required for each dollar over the first \$5,000. This match may consist of cash, a grant award from other funders, an equivalent dollar value of in-kind contributions or a combination of all three. In-kind matches of labor and materials are permitted. The match may consist of cash, donated services, or the use of equipment. All in-kind services must be verified by a letter of support from the identified provider. Match funding may be raised and spent during the grant period. Applicants are encouraged to leverage funding opportunities by the pooling of resources among different funding streams to support cross-agency collaboration.

All eligible organizations and individuals have the option to submit an application at the funding level of their choice. The Mini-Grant is especially designed to provide competitive funding opportunities for smaller organizations and individuals with projects with a more limited scope.

All grant recipients must register as a vendor with the Maryland-National Capital Park and Planning Commission in order to receive any disbursements from grant awards, including the submission of an IRS form W-9. For each tax year in which reimbursement payments are made, M-NCPPC will issue the grant recipient an IRS Form 1099 to provide the total amount of award payments made that calendar year, which may impact your income tax liability. M-NCPPC employees do not provide tax advice, and it is recommended that you consult with your tax professional if you have any questions or concerns regarding possible tax liability.

- XI. **Eligible Costs**. Grant funds must be used for costs *directly* related to research, survey, planning and educational activities involving architectural, archeological or cultural resources. Any costs included in the project budget must be justified in the project narrative. You must support your grant request costs with estimates/bids from professionals. You are encouraged to obtain as many bids as you like to compare price versus value, but you must include at least two bids for each work item with your application, with only one of those selected and reflected in your budget. Eligible costs include:

- A. **Consultant Fees:** Consultant fees are eligible as lump sum contracts; however, the application and budget must detail and justify all work items included under the contract.
- B. **Contractual Services:** Contractual services may include items such as photography, printing and production costs. The budget and project narrative must detail and justify these costs.
- C. **Materials and Supplies:** The project narrative must detail these costs.
- D. **Travel:** Mileage costs must be billed using current IRS Standard Mileage Rates. Other travel costs must be reasonable and appropriate for the geographic region.

XII. **Criteria for Evaluation.** Each grant application will be evaluated by Historic Preservation Section staff and the HPC Grant Committee on the merits of its methods, goals, and products, with careful attention to the budget and demonstrated experience and administrative capability of the applicant in managing grant funds. *Typically, a successful application clearly demonstrates that the project will make a significant contribution to meeting the stated goals of the grant program, the County's Historic Sites and Districts Plan, and the local preservation community, and that the grant will be managed carefully in a professional manner.* All grant applications will be presented to the HPC for approval. Grant applications will be evaluated using the following criteria:

- A. **Project Impact/Educational Outreach Value.** The project stimulates or prompts other historic preservation projects or programs throughout the community, or raises awareness of historical, architectural, archeological, or cultural resources and promotes the preservation of such resources. (20 points)
- B. **Significance.** The architectural, archeological, or cultural significance of the resource (National Register, local designation). (20 points)
- C. **Innovation Value.** The project has potential to be a model and/or produce a unique product. (20 points)
- D. **Urgency.** Resource imminently endangered. (10 points)
- E. **Protective Value.** The project contributes to the long-term preservation, conservation, or documentation of the architectural, archeological, or cultural resources of the County. (20 points)
- F. **Administrative/Professional Capability.** Personnel for the project has the necessary training, education, and experience to carry out specific project goals. The project sponsor and administrative personnel have a record of successfully administering grant monies, meeting project deadlines, and following established procedures. The grant application is filled out clearly and concisely. (10 points)

XIII. **Submittal Deadlines and Review Schedule.** At this time, completed applications will be accepted for review on a rolling basis. The Grant Committee will normally evaluate applications within 30 days in receipt. The Grant Committee shall submit its findings and recommendations to the HPC for review and approval at a regularly scheduled public meeting. The HPC will then make final approval on the grant awards. All applicants are notified of the HPC's decision within fourteen (14) days of final approval. At its discretion, the Historic Preservation Commission may establish more formal application submittal deadlines.

XIV. **Maximum Number of Awards.** Eligible applicants may apply for and may receive one grant at a time. Applicants may apply for an additional grant if a prior project has been success fully completed.

XV. **Conditions for Receiving Grant Funds.** All applicants selected for funding under this program must complete and sign a Grant Contract. The contract stipulates the scope of work and project schedule, as well as schedules for project reports and reimbursement requests. Recipients must agree to fulfill several other conditions relating to the grant program before any funding is disbursed. These include but are not limited to:

- A. **Project Timetable.** It is expected that all work on funded projects will be complete d within 12 months of appropriation of grant funds. If a project has been delayed due to extenuating circumstances, a six-month extension may be granted at the discretion of M-NCPPC.

- B. Accountability. Grant recipients shall have regulations and internal operating procedures in place prior to awarding grants.
- C. Progress Reports. The applicant shall submit to the Grant Administrator an Interim and Final Report, outlining all work completed on the project. The Final Report shall be submitted with the final request for payment, together with appropriate work products.

XVI. **Procedure for Payment.** All grant recipients must register as a vendor with the Maryland-National Capital Park and Planning Commission in order to receive any disbursements from grant awards. To receive reimbursement, the grantee must submit itemized records, including copies of bills and invoices (stamped "paid"), of eligible expenditures to the Grant Administrator. The record submitted must itemize the cost of labor and materials, and describe the work performed. Reimbursement for the qualified itemized costs will be disbursed to the grantee upon review and acceptance by the Grant Administrator.

XVII. **Selection Process.** The selection process is competitive. The Grant Administrator will be available for consultation during the grant preparation/application process. The Grant Administrator will compile the applications to review for completeness. The Grant Committee will make recommendations of awards to the HPC, which will be reviewed and approved by the HPC at a regularly scheduled public meeting.

Exhibit B

[NON-CAPITAL GRANT PROGRAM REIMBURSEMENT FORM]



Progress Report and Reimbursement Request rev. 03/2025

Prince George's County Historic Preservation Non-Capital Grant Program

INVOICES MUST INCLUDE THE FOLLOWING INFORMATION:

- Vendor/Contractor's Address
- Customer Address
- Invoice Date
- Invoice Number
- Due Date
- Contract/project number
- Itemized description of services performed with cost and total cost

In addition, please submit electronic copies of canceled checks or credit card /bank statements showing both sides of the check or the relevant transaction. Grant expenses must reflect the scope of work detailed in the contract and may not include overhead expenses or expenses such as fuel for travel, drinking water and meals. Photographs showing the completed work as applicable must be submitted with this request. You may use the table provided on the following page to list your invoices or submit your own spreadsheet, keeping the same basic format as the provided table. If you have any questions, please contact Daniel Tana at daniel.tana@ppd.mncppc.org or by phone at 301.952.3574. Please email the Progress Report, Reimbursement Request and all attachments to:

Daniel Tana, Planner III
Historic Preservation Section, Countywide Planning Division
Prince George's County Planning Department
THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
1616 McCormick Drive
Largo, MD 20774

For each row on the following page, the values entered should follow this pattern:

Total Cost – Match (Cash and/or In-Kind) = Reimbursement Request

Ex. Total Cost - Match = Reimbursement Request

\$35,000 - \$10,000 = \$25,000

INVOICES AND OTHER REQUIRED PROOF OF PAYMENT MUST BE ATTACHED IN THE ORDER IN WHICH THEY ARE ENTERED BELOW.

50% Match For Any Award Amount Over \$5,000

Invoice Date	Invoice #	Vendor	Description of Work Item	Total Cost	Cash	Value of In-Kind Match and Description, If Any	Reimbursement Request
Totals:							

I certify that all project work has been accomplished in accordance with the appropriate standards, as required by the Non-Capital Grant Program Contract.

I certify that to the best of my knowledge and belief, this report is true in all aspects, is in agreement with official accounting records, and that all disbursements have been made for the purposes of this contract.

Signature of legally authorized representative

Please print name and date

Contract #

Vendor #

Project Name

For M-NCPPC Staff Use Only

CWPD HP Supervisor Approval - Sign and Date

CWPD Division Chief Approval - Sign and Date

Reimbursement Effective Start Date: _____

Reimbursement Effective End Date: _____

Exhibit C

NON-CAPITAL GRANT PROGRAM STAFF MEMO (C-1) and HISTORIC PRESERVATION COMMISSION APPROVAL LETTER (C-2)



NON-CAPITAL GRANT PROGRAM

MEMORANDUM

DATE: January 13, 2026

TO: Historic Preservation Commission

VIA: Thomas Gross, Supervisor, Historic Preservation Section
Kacy Rohn, HPC Liaison, Historic Preservation Section

FROM: Daniel Tana, Planner III, Historic Preservation Section

RE: **Non-Capital Grant Program Application 2025-004**
Hyattsville Facades -Architectural Schematic Design Package

Applicant: City of Hyattsville
4310 Gallatin Street
Hyattsville, MD 20781

Background

The applicant has submitted an application for a non-capital grant in the amount of \$6,850 to fund the creation of an architectural schematic design package focused on rehabilitating and improving the facades and storefronts of six adjacent buildings on Baltimore Avenue in the City of Hyattsville: 5219 Baltimore Avenue through 5309 Baltimore Avenue. All six buildings are contributing resources to the Hyattsville National Register Historic District (68-010) and were built between 1900 and 1952.

Scope of Request

The requested non-capital grant funds would support hiring Triple Line Studio and Design Case to produce a design package, with the applicant working in partnership with the property owners. The subject properties are adjacent to Centennial Park (a City-owned park), and the City has plans to connect this park to The Spot Park (also City-owned), creating a more cohesive public space comprised of the historic streetscape of Baltimore Avenue, through these parks, and back to the Rhode Island Avenue Trolley Trail. The architectural schematic design package will be used for cost estimating and support the owner and city partners in applying for grants, tax incentives, loans, and other sources of funding for these properties and projects.

Recommendations

Based on the information provided by the applicant and the Historic Preservation Commission's adopted Non-Capital Grant Guidelines, staff recommends the approval of a Non-Capital Grant in the amount of **\$6,850**. The application can be found to address the following evaluation criteria:

- (B) **Significance.** The architectural, archeological, or cultural significance of the resource (National Register, local designation).

The subject properties are contributing resources to the Hyattsville National Register Historic District.

- (E) **Protective Value.** The project contributes to the long-term preservation, conservation, or documentation of the architectural, archeological, or cultural resources of the County.

By helping to fund the creation of the architectural schematic design package, this grant will contribute to the preservation and rehabilitation of these contributing resources and to the improvement of the historic district's streetscape as a whole.

- (F) **Administrative/Professional Capability.** Personnel for the project has the necessary training, education, and experience to carry out specific project goals. The project sponsor and administrative personnel have a record of successfully administering grant monies, meeting project deadlines, and following established procedures. The grant application is filled out clearly and concisely.

The applicant's representative is the director of the City of Hyattsville's Office of Community, Business and Economic Development, and the selected architectural consultants have experience working with historic buildings and have consulted on previous Non-Capital Grant-supported projects.

Attachments

2025-004 Non-Capital Grant Program Application

cc: Jeff Ulysse
Director, Community, Business, and Economic Development
City of Hyattsville
4310 Gallatin Street
Hyattsville MD 20781



Figure 1: 5219-5301 Baltimore Avenue, existing conditions.



Figure 2: 5301-5309 Baltimore Avenue, existing conditions, from south.



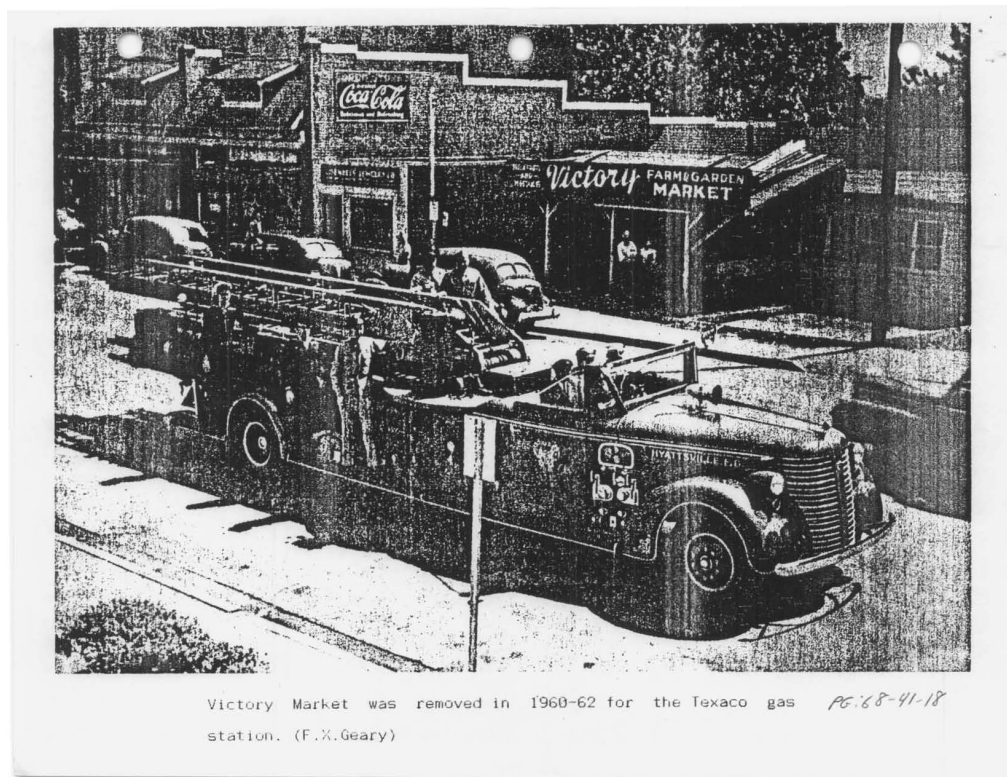
Figure 3: 5301-5309 Baltimore Avenue, existing conditions, from north.



Figure 4: 5219-5309 Baltimore Avenue, existing conditions, from north.



Figure 5: Centennial Park, existing conditions.



Victory Market was removed in 1960-62 for the Texaco gas station. (F.X. Geary) PG. 68-41-18

Figure 6: 5219-5221 Baltimore Avenue historic photo.

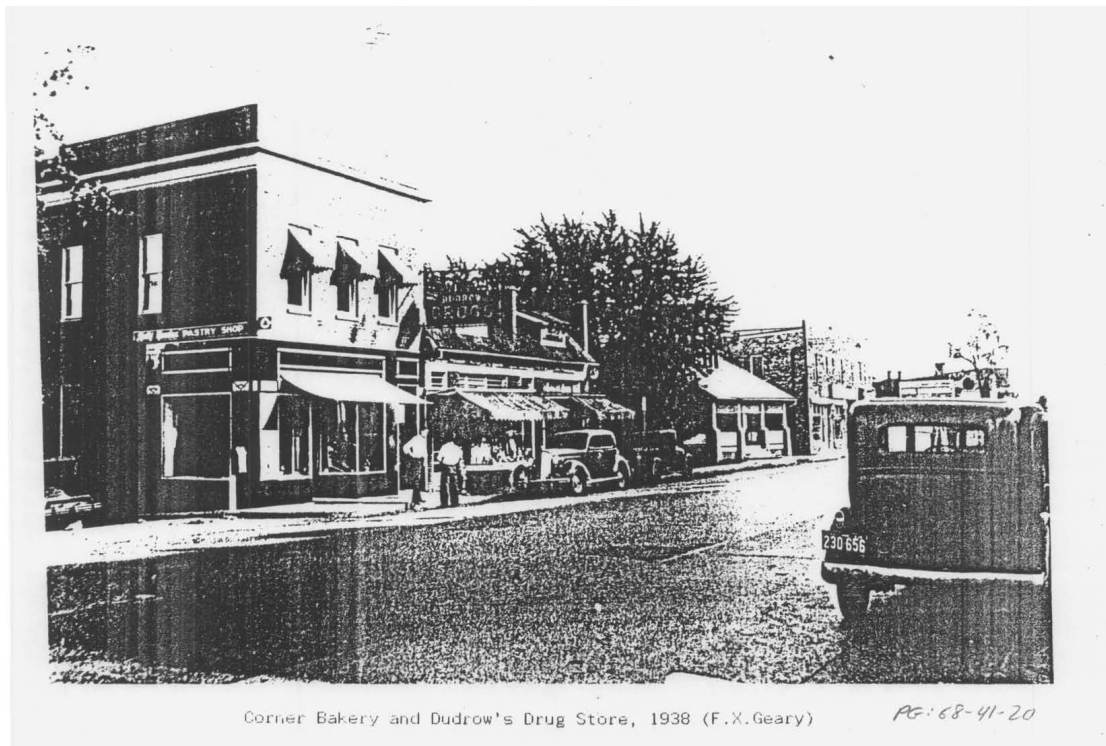


Figure 7: 5223 Baltimore Avenue historic photo.

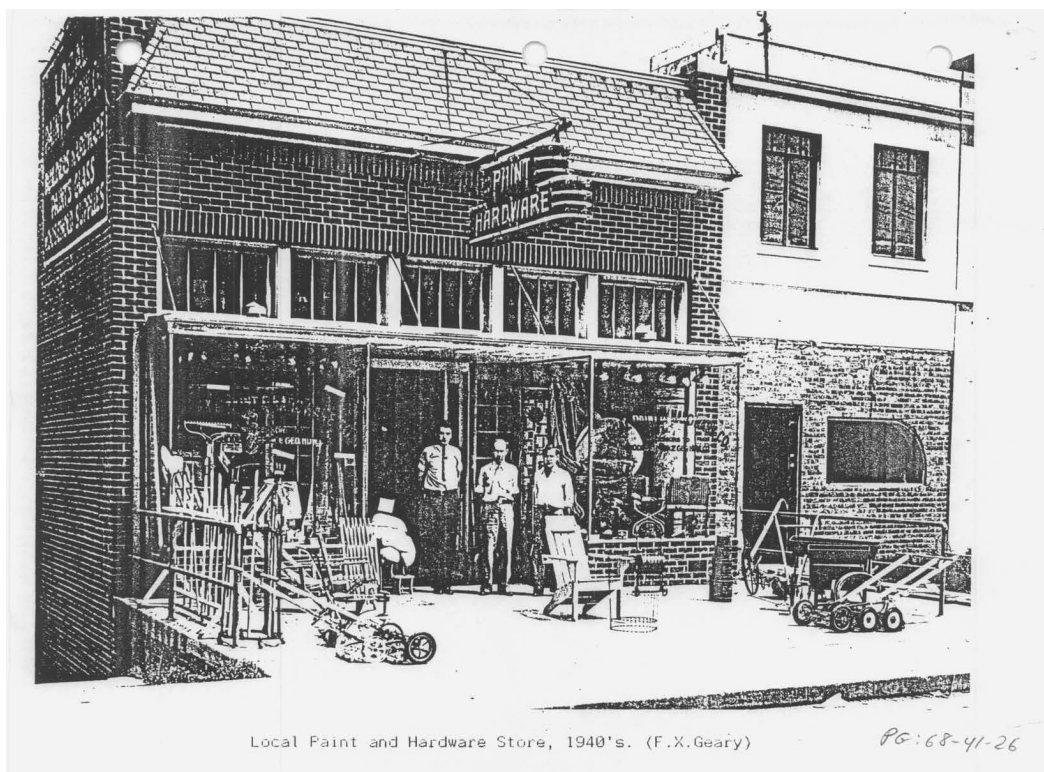


Figure 8: 5307 Baltimore Avenue historic photo.



PRINCE GEORGE'S COUNTY HISTORIC PRESERVATION COMMISSION

1616 McCormick Drive, Largo, Maryland 20774 • pgplan.org/HPC • 301-952-3680 • historicpreservation@ppd.mnccpc.org

January 23, 2026

Jeff Ulysse
Director, Community Business and Economic Development
City of Hyattsville
4310 Gallatin Street
Hyattsville, MD 20781

Dear Mr. Ulysse:

Please be advised that the Prince George's County Historic Preservation Commission approved Non-Capital Grant Application 2025-004 at its meeting on January 20, 2026, to provide \$6,850 in funding for the creation of an architectural schematic design package focused on rehabilitating and improving the facades and storefronts of six adjacent buildings on Baltimore Avenue in the City of Hyattsville. The Historic Preservation Commission congratulates you on your award. Further information, including a grant contract to be completed and signed, will be forthcoming from Historic Preservation Section staff.

Sincerely,

A handwritten signature in black ink that reads "John Peter Thompson". The signature is written in a cursive style and is enclosed within a faint rectangular border.

John Peter Thompson, Chairman
Historic Preservation Commission

City Council
August 4, 2025

Submitted by: Jeff Ulysse

Submitting Department: Community, Business, and Economic Development

Agenda Section: Consent Items

Item Title:

Grant Application to the Prince George's County Historic Preservation Non-Capital Grant Program

Suggested Action:

I move the Mayor and City Council authorize the City Administrator to prepare an application to the County for grant funds to support the Hamilton Square Partners and provide any needed documentation required.

Legal Review Required?

N/A

Summary Background:

The Prince George's County Historic Preservation Commission's Non-Capital Grant Program provides grants to support projects that identify, preserve, promote, and protect the historic, cultural, and archeological resources of Prince George's County for the benefit of the public and to encourage the revitalization of communities. These grants are intended to help produce and disseminate information, stimulate public discussion about preservation, make technical expertise accessible, and encourage community partnerships. The Grant Program can be used to pay for the costs of professional services such as preservation and planning consultants, planning studies, design work, and educational, outreach, and conservation projects involving architectural, archeological or cultural resources. The City of Hyattsville proposes to apply for this Fund to support the improvements proposed for the properties located at 5219-5309 Baltimore Ave. The property owners, Hamilton Square Partners, are seeking \$8,700 from this fund, to support the planning and design phase of their development project.

Next Steps:

If awarded grant funds from the County, the City would then enter into a grant agreement with the Hamilton Square Partners. The agreement would describe the terms and conditions of the City passing through the County grant fund monies to the Hamilton Square Partners design entity. If the County awards grant funds monies to the City, staff would disperse awarded funds in early 2026.

Fiscal Impact:

Up to \$8,700 dollars in grant funding which will be passed through to Hamilton Square Partners.

City Administrator Comments:

Recommend Support.

Community Engagement:

N/A

Strategic Goals:

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

City Council
March 9, 2026

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

Item Title:
Disbursement of Ward 1 Discretionary Funds

Suggested Action:
I move the Mayor and Council approve the disbursement of \$250 of FY26 Ward 1 discretionary funds to support programming for seniors at Friendship Arms Apartments.

Legal Review Required?
N/A

Summary Background:
These funds will be used to support senior programming for residents at Friendship Arms Apartments. Specifically, funds will be used to purchase supplies and sponsor outside workshops that foster the social and emotional well-being of seniors.

Next Steps:
Disbursement of funds.

Fiscal Impact:
\$100 of Ward 1 FY26 Discretionary Funds

City Administrator Comments:
Recommend support.

Community Engagement:

Strategic Goals:
Goal 3 – Promote a Safe and Vibrant Community

City Council
March 9, 2026

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

Item Title:
Disbursement of Ward 5 Discretionary Funds

Suggested Action:
I move the Mayor and Council approve the disbursement of \$250 of Ward 5 FY26 discretionary funds to support senior activities at Friendship Arms Apartments.

Legal Review Required?
N/A

Summary Background:
I move the Mayor and Council approve the disbursement of \$250 of FY26 Ward 1 discretionary funds to support programming for seniors at Friendship Arms Apartments.

Next Steps:
Disbursement of funds.

Fiscal Impact:
\$250 of Ward 5 FY26 Discretionary Funds

City Administrator Comments:
Recommend support.

Community Engagement:

Strategic Goals:
Goal 3 – Promote a Safe and Vibrant Community

City Council
March 9, 2026

Submitted by: Jeff Ulysse

Submitting Department: Community, Business, and Economic Development

Agenda Section: Action Items

Item Title:

Letter to Maryland-National Capital Park and Planning Commission Regarding Trail Safety and Maintenance

Suggested Action:

I move that the City Council authorize the Mayor to send correspondence to the Maryland-National Capital Park & Planning Commission regarding the prioritization of maintenance and safety for the City's Northwest Branch and Sligo Creek trail systems.

Legal Review Required?

N/A

Summary Background:

The City of Hyattsville has requested that MNCPPC prioritize maintenance and safety improvements along the Northwest Branch and Sligo Creek trails, which serve as critical pedestrian and bicycle commuter routes to the West Hyattsville and Hyattsville Crossing Metro stations.

These trail segments are essential components of county-adopted plans for walkable, transit-oriented communities and must remain accessible year-round, especially during severe weather.

The City also identified specific needs, including enhanced lighting, safety mirrors, expanded camera coverage, and additional pet-waste receptacles, to support safety, usability, and public confidence in the trail network.

Next Steps:

Send letter.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend support.

Community Engagement:

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

Robert S. Croslin
Mayor



Tracey E. Douglas
City Administrator

February 27, 2026

Dr. Billy Okoye
Commissioner
Prince George's County Planning Board
Maryland-National Capital Park and Planning Commission
1616 McCormick Dr
Largo, MD 20774

Dear Commissioner,

We are writing to underscore the critical importance of prioritizing maintenance and safety improvements along the Northwest Branch and Sligo Creek trail systems, particularly the segments serving the West Hyattsville and Hyattsville Crossing Metro Stations.

These trails function not only as recreational assets, but as essential **commuter access corridors** for pedestrians and cyclists of multiple surrounding communities, including Chillum, Sligo, Avondale, Mount Rainier, Green Meadows, Lewisdale, the City of Hyattsville, North Brentwood, and Brentwood. During major weather events, when roadway conditions may be constrained, the trail network remains a primary and reliable means of access for many transit riders.

The importance of these trail connections is reinforced across multiple adopted planning documents. The **West Hyattsville Queens Chapel Sector Plan**, the **Prince George's Plaza Transit District Overlay Zone (TDOZ)**, serving as the regulatory framework for the **Hyattsville Crossing planning area**, all of which articulate a shared vision for compact, walkable, and transit-oriented communities. Central to that vision is the expectation that residents can safely and conveniently access Metrorail stations on foot or by bicycle, using connected networks that function year-round.

The trail network serving West Hyattsville and Hyattsville Crossing is a foundational element of this vision, providing safe, direct, and equitable pedestrian and bicycle connections across municipal boundaries. These facilities are not ancillary amenities; they are integral components of the transit-supportive infrastructure envisioned by the aforementioned county plans.

Robert S. Croslin
Mayor



Tracey E. Douglas
City Administrator

Metro service rarely ceases during winter storms or other major weather events. As such, **unimpeded and safely maintained trail access to these stations must be treated as a priority**. When trails are not cleared or become unsafe, the practical effect is limited transit access and restricted walkability, and the sustainability goals embedded in the aforementioned adopted county plans.

In addition to maintenance and clearance, we would like to reiterate longstanding safety concerns at the West Hyattsville Metro Station, under WMATA maintenance and security responsibilities, and the surrounding MNCPPC trail system. Addressing these concerns directly advances the shared goals of the Sector Plan and TDOZ to create safe, comfortable, and intuitive pedestrian environments. We respectfully urge consideration of the following improvements:

- Additional lighting along trail segments serving both Metro stations to improve visibility and perceived safety
- Installation of two-way safety mirrors at the Ager Road underpass to address blind spots and improve sightlines for trail users
- Expanded camera coverage in high-traffic and low-visibility areas to enhance safety and deter unsafe activity. (The City will provide supporting documentation for this recommendation)

Each of these improvements helps build the connected, walkable, and secure community environment that these plans collectively seek to achieve and reinforces public confidence in using the trail system as part of daily travel.

Finally, pet waste management continues to present challenges along these corridors. While pet waste bag dispensers have been installed, the absence of accompanying waste receptacles has resulted in filled bags frequently being left at the base of the stations. This detracts from trail usability and cleanliness. Providing receptacles at these locations would be a simple but effective enhancement consistent with maintaining high-quality public spaces. With the expectation that MNCPPC will provide and maintain this necessary amenity.

Robert S. Croslin
Mayor



Tracey E. Douglas
City Administrator

Collectively, these actions reinforce our shared commitment to designing and sustaining safe, walkable, transit-oriented communities. The trail network is not an accessory to these plans — it is a core component of the community we have worked diligently to design. We appreciate your consideration and look forward to continued collaboration to ensure these facilities function as intended year-round.

Sincerely,

Robert S. Croslin
Mayor

City Council
March 9, 2026

Submitted by: Alison Weikel
Submitting Department: Police
Agenda Section: Action Items

Item Title:
Contract with Jenoptik Smart Mobility Solutions

Suggested Action:
I move Mayor and Council to authorize the City Administrator to enter into a contract with Jenoptik Smart Mobility Solutions, LLC for the City's Automated Stop Sign Enforcement Program, for a period of three (3) years.

Legal Review Required?
Completed

Summary Background:
Jenoptik proposes a comprehensive automated stop sign enforcement camera solution tailored to the City of Hyattsville that will measurably improve safety and quality of life by ensuring drivers come to a complete stop, reducing crashes, and safeguarding pedestrians and bicyclists. The proposed program directly supports the City's request to initially deploy at recommended locations and is designed to scale to additional sites based on program performance and evolving community safety needs.
Jenoptik will supply trailer-mounted units to provide rapid, flexible deployment and optimal siting at selected locations while minimizing infrastructure disruption. Each system is engineered for continuous, reliable operation in all lighting and weather conditions by incorporating infrared illumination or equivalent low-light technology, robust vandal-resistant housings, and weatherproof components to ensure uninterrupted evidence capture and long-term durability. Solar power with battery storage maximizes sustainability and reduces site utility dependencies. Jenoptik will deliver the complete hardware solution and perform professional installation, and will provide the platform and software capabilities the City requires so the agency can manage citation processing, contestation support, reporting, and other citizen-facing services. Jenoptik's technical solution, deployment model, and operational support are aligned with the City's enforcement priorities, delivering a dependable, flexible, and scalable system to reinforce safe driving habits across Hyattsville neighborhoods.

Next Steps:
Execute contract

Fiscal Impact:

City Administrator Comments:
Recommend support of this important traffic and pedestrian safety initiative. These cameras have

been deployed in several municipalities in MD and are helpful in providing consistent, unbiased monitoring without the need for active police presence.

Community Engagement:

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

CITY OF HYATTSVILLE AGREEMENT

JENOPTIK SMART MOBILITY SOLUTIONS, LLC CITY OF HYATTSVILLE, MARYLAND

THIS AGREEMENT, hereinafter referred to as “Agreement,” is made this ____ day of March 2026, by and between the **CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, located at , 4310 Gallatin Street Hyattsville, MD 20781 hereinafter referred to as “the City,” and **JENOPTIK SMART MOBILITY SOLUTIONS, LLC**, a member of the Jenoptik group, and a limited liability company duly organized under the laws of Delaware, 16490 Innovation Drive, Jupiter, Florida 33478, hereinafter referred to as “Contractor,” and both collectively referred to hereinafter as “the Parties.”

RECITALS

WHEREAS, the City desires to implement an Automated Stop Sign Enforcement Program;

WHEREAS, on September 30, 2025, the City issued a Request for Proposals, RFP #HPD2025-001 (the “RFP”), in which it sought proposals regarding the implementation and management of an Automated Stop Sign Enforcement Program;

WHEREAS, on or about October 13, 2025, Contractor submitted a response to the RFP;

WHEREAS, the closing date of the RFP, *i.e.*, October 14, 2025, has passed;

WHEREAS, after careful consideration of all proposals submitted to the City, in response to the RFP, the City has determined that acceptance of Contractor’s proposal is in the City’s best interest;

WHEREAS, the Hyattsville City Council authorized the City Administrator to enter into a contract regarding the implementation and management of a Automated Stop Sign Enforcement Program;

WHEREAS, the Contractor and the City pursuant to that authorization are entering into this Agreement for the above pursuant to a need of an Automated Stop Sign Enforcement Program.

TERMS

NOW, THEREFORE, in consideration of the mutual promises of the Parties, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 This agreement should include all work outlined in the recitals above and Jenoptik's Master Services Agreement, Traffic Enforcement Services Attachment, Additional Terms and Conditions for Installation of Camera Poles (Exhibit A) and Jenoptik's Proposal Dated October 13, 2025.

SECTION 2. PERIOD OF PERFORMANCE

2.1. The effective term for this Agreement shall commence on the Activation Date of the last installed camera system and continue for a period of three (3) years (the "Initial Term").

2.2. Following the expiration of the Initial Term, this Agreement will renew ("Renewal Term") in accordance with the provisions of the City Code and only for one additional year upon the approval of the City Administrator and, thereafter, only for one more additional year upon approval of the City Council. Either party may provide a written notice to terminate not later than sixty (60) days prior to expiration of the then-current Term. Renewal Terms are subject to renewal pricing as noted in the Services Attachment, (Services Fees) Continuation of Contractor's performance under this Agreement beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this Agreement and obtaining the necessary approval from the City Administrator and/or City Council. If funds are not appropriated and encumbered to support continued Contractor's performance in a subsequent fiscal period, Contractor's performance must end, without further cost to the City, upon the receipt of notice from the City. Contractor acknowledges that the City Administrator has no obligation to recommend, and the City Council has no obligation to appropriate, funds for this Agreement in subsequent fiscal years. Furthermore, the City has no obligation to encumber funds to this Agreement in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, Contractor must not undertake any performance under this Agreement until Contractor receives a purchase order or contract amendment from the City that authorizes Contractor to perform work for any subsequent term of this Agreement.

2.3. Contractor agrees to perform all services required by this Agreement, including any modifications agreed to by the Parties, as expeditiously as is consistent with good professional skill and best industry practice.

2.4. Time is of the essence and a critical factor in the successful execution of the terms of this Agreement.

2.5. Contractor must not commence work under this Agreement until all conditions for commencement are met, including execution of this Agreement by the Parties, compliance with insurance requirements, and the issuance of any required notice to proceed.

SECTION 3. FEE FOR SERVICES

3.1. In exchange for these good and valuable services, Contractor will receive fees as set forth in the Traffic Enforcement Services Attachment.

3.2. No payment by the City may be made, or is due, under this Agreement, unless funds for the payment have been appropriated and encumbered by the City.

SECTION 4. PRIORITY OF DOCUMENTS

4.1. The terms and conditions of this Agreement supersede any prior proposals or agreements.

4.2. The following documents are incorporated herein by reference into and made a part of this Agreement and are enumerated herein in the order of their legal precedence in the event of a conflict in their terms: (i) Master Services Agreement; (ii) Business Rules, (iii) Traffic Enforcement Services Attachment; (iv) trailer cameras (Exhibit A) and (v) Jenoptik's Proposal Dated October 13, 2025. In the event of a conflict in language between this Agreement and any of said documents, the terms of this Agreement shall control.

SECTION 5. CHANGES

5.1. Within the general scope of services, the City may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of this Agreement. In such cases, this Agreement will be modified to reflect any time or money adjustment Contractor is entitled to receive. Contractor shall not proceed with these changes (either additions or deletions) without a change order or amendment being signed by both the City and Contractor and an order or amendment stating, as applicable, the change in the work and an estimate of the time and/or cost involved in the change.

5.2. Any claim of Contractor for an adjustment in time or money due to change must be made in writing within thirty (30) days from the date the City notified Contractor of the change, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under Section 11 of this Agreement. Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this Section.

5.3. The amount of any adjustment to this Agreement under this Section shall be a negotiated cost and fee.

5.4. This Agreement may only be amended or modified by a writing signed by the Parties.

SECTION 6. NOTICES

6.1. Any required notices or other communications under this Agreement shall be in writing and personally delivered, mailed, delivered by a reputable overnight delivery service, or emailed. Notice via email may be considered official notice only if the receiving party acknowledges receipt via return email or email read receipt. Notices shall be addressed as follows:

If to Contractor: Finbarr O'Carroll, President
Jenoptik Smart Mobility Solutions
16490 Innovation Dr. Jupiter, FL 33478
Telephone: 561-459-3330
Email: Finbarr.ocarroll@jenoptik.com

If to the City: Tracey Douglas, City Administrator
4310 Gallatin St, Hyattsville, MD 20781
Telephone: 301-985-5040
Email: tdouglas@hyattsville.org

6.2 Either party may change the person or address for notices by written notice to the other party. Notices shall be deemed given when received or three business days after the notice is deposited, properly addressed and postage prepaid, in the United States mail or one business day after the notice is sent by a reputable overnight mail delivery service (such as, but not limited to, FedEx or UPS Next Day Delivery). For notices by email, the notice shall be deemed given on the day the recipient acknowledges receipt of the notice via return email or email read receipt. Rejection or other refusal to accept or inability to deliver because of changed address, of which no Notice has been given, shall constitute receipt of the Notice.

SECTION 7. CONTRACT ADMINISTRATION

7.1. For Contractor. Finbarr O'Carroll, is Contractor's Authorized Representative for this Agreement. Contractor's Authorized Representative shall act on behalf of Contractor on all matters pertaining to this Agreement. All matters and correspondence to Contractor pertaining to this Agreement shall be directed to the attention of Contractor's Authorized Representative. Contractor's Authorized Representative shall not be changed without prior written notice to and the agreement of the City.

7.2. For the City. Chief Jarod Towers, is the City Administrator's designee for purposes of this Agreement and shall act as the Contract Administrator in connection with this Agreement. The City's Contract Administrator may be changed at any time or from time to time by written notice to Contractor. The City's Contract Administrator is not authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in the language of this Agreement, or waive any of the City's rights hereunder. The City's Contract Administrator is authorized to:

7.2.1. Serve as liaison between the City and Contractor;

7.2.2. Give direction to Contractor to ensure satisfactory and complete performance;

7.2.3. Monitor and inspect Contractor's performance to ensure acceptable timeliness and quality;

- 7.2.4. Serve as records custodian for this Agreement;
- 7.2.5. Accept or reject Contractor's performance;
- 7.2.6. Furnish timely written notice of Contractor's performance failures to the City Council, City Administrator, and/or City Attorney, as appropriate;
- 7.2.7. Approve or reject invoices for payment;
- 7.2.8. Recommend modifications or terminations of this Agreement; and
- 7.2.9. Issue notices to proceed and task and purchase orders.

SECTION 8. TERMINATION

8.1. This Agreement may be terminated by the City, in whole or in part, upon written notice to Contractor, when the City determines that such termination is in its best interest. A termination for convenience is effective on the date specified in the City's written notice or, if the notice does not specify an effective date, then five (5) days after notice of termination is given by the City. Termination for convenience may entitle Contractor to payment for reasonable costs allocable to this Agreement for work or costs incurred by Contractor up to the date of termination. Contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under this Agreement.

8.2. In the event of any of the circumstances set forth below, hereinafter referred to as "Default," the City may terminate the Agreement, in whole or in part, and from time to time:

8.2.1. Any fraudulent representation in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of services under this Agreement; and

8.2.2. Non-performance, incomplete service or performance, failure to make satisfactory progress in the prosecution of this Agreement, failure to satisfactorily perform any part of the work required under this Agreement or to comply with any provision of this Agreement, as determined by the City's Contract Administrator in his or her sole discretion, including:

8.2.2.1. Failing to commence work when notified.

8.2.2.2. Abandoning the work. Visual inspection by the City's Contract Administrator will serve as evidence of abandonment.

8.2.2.3. Subcontracting any part of work without the City's prior approval.

8.2.2.4. Receiving two written warnings of unsatisfactory or incomplete work or any other violation of the terms of this Agreement.

8.2.2.5. Failing to adhere to the required specifications for the work required under this Agreement.

8.2.3 Contractor, or any partner, member, principal or officer of Contractor, being criminally charged with an offense involving fraud, dishonesty or moral turpitude.

8.2.4 Contractor being adjudged bankrupt or making a general assignment for the benefit of creditor or if a receiver shall be appointed on account of Contractor's insolvency.

8.2.5 Failure to adhere to the terms of applicable city, county, state, and federal laws, ordinances, regulations, or stated public policy pertaining to the subject matter and performance of this Agreement, including but not limited to the following: the payment of all applicable taxes and withholding, compliance with equal opportunity employment and labor laws, and/or failure to obtain and/or comply with the terms and conditions of any required permits.

8.3. In the event of a Default, the City shall provide Contractor with a written notice to cure the Default. The termination for Default is effective on the date specified in the City's written notice. However, if the City determines that Default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the City may terminate this Agreement immediately upon issuing oral or written notice to Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or this Agreement, Contractor must compensate the City for additional costs that foreseeably would be incurred by the City, whether the costs are actually incurred or not, to obtain substitute performance.

8.4. Notice of any termination must be in writing, state the reason or reasons for the termination, and specify the effective date of the termination.

8.5. In the event of termination under Subsections 8.1 or 8.2, Contractor consents to the City's selection of another contractor of the City's choice to assist the City in any way in completing the Project. Contractor further agrees to cooperate and provide any information requested by the City in connection with the completion of the Project, including assignment of any contracting rights the City may require. Contractor consents to and authorizes the making of any reasonable changes to the design of the Project by the City and such other contractor as the City may desire.

8.6. Any termination of this Agreement for cause that is later deemed to be unjustified shall be deemed a termination for convenience under Subsection 8.1.

SECTION 9. CERTIFICATIONS OF CONSULTANT

9.1. Contractor, and the individual executing this Agreement on Contractor's behalf,

warrants it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on making this Agreement.

9.2. Contractor and the City represent and warrant that: (a) they have the full right and authority to enter into, execute, and perform the obligations required under this Agreement and that no pending or threatened claim or litigation known by them would have a material adverse impact on their ability to perform as required under this Agreement; (b) they have accurately identified themselves and have not provided any inaccurate information about themselves or the Project; and (c) they are entities authorized under the laws of the State of Maryland to do business within the State.

9.3. Contractor warrants and represents: that it is the sole entity, directly or indirectly, interested in compensation for the delivery of the services and work product awarded, and to be performed under this Agreement; that any proposal upon which this Agreement was based was made without any connection with or common interest in the profits with any undisclosed persons or entity; that this Agreement is fair and made without collusion or fraud; that no employee or official of the City is directly or indirectly interested therein; that none of its officers, directors, or partners or employees directly involved in obtaining contracts or performing any part of the work required under this Agreement has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

9.4. Contractor agrees to comply with all applicable City, county, state, and federal laws and regulations regarding employment discrimination. Contractor assures the City that it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, disability, sexual orientation, and gender identity.

9.5. Contractor certifies that all information Contractor has provided or will provide to the City is true and correct and can be relied upon by the City in awarding, modifying, making payments, or taking any other action with respect to this Agreement including resolving claims and disputes. Any false or misleading information is a ground for the City to terminate this Agreement for cause and to pursue any other appropriate remedy. Contractor certifies that Contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with Contractor's budgetary and financial obligations and is sufficient to produce reliable financial information.

SECTION 10. INDEMNIFICATION

10.1. Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) arising out of, incident to, or caused by reason of Contractor's negligence, malfeasance or failure to perform any contractual obligations. Contractor must indemnify and hold the City harmless from any loss, cost, damage, and other expenses, including attorney's fees and litigation expenses, arising out of, incident to, or caused by Contractor's negligence, malfeasance or failure to perform any of its contractual obligations. If

requested by the City, Contractor must defend the City in any action or suit brought against the City arising out of Contractor's negligence, errors, acts or omissions under this Agreement. The negligence or malfeasance of any agent, subcontractor or employee of Contractor is deemed to be the negligence or malfeasance of Contractor. For the purposes of this Subsection, City includes its commissions, departments, agencies, agents, officials, and employees.

10.2. If Contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then Contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the City in any approval, authorization, or license related to its use; and indemnify and hold harmless the City related to Contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, Contractor must protect, indemnify, and hold harmless the City from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the City, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this Agreement or the performance by Contractor of any of its activities or obligations under this Agreement.

10.3. Contractor further agrees to notify the City in writing within ten (10) days of receipt of any claim or notice of any claim made by third parties against Contractor or any subcontractor regarding the services and work provided to the City under this Agreement. Contractor shall provide the City copies of all claims, notices of claims, and all pleadings and motions filed therein as the matter progresses. This Section 10 shall survive termination of this Agreement for a period of three (3) years and six (6) months after the termination date.

SECTION 11. DISPUTES

11.1. Any dispute arising under this Agreement which is not resolved by an agreement between the Parties shall be decided by the City Administrator, after reasonable opportunity is provided for the Parties to provide written documentation supporting their position. Pending final resolution of a dispute, except for a termination of this Agreement by the City, Contractor must proceed diligently with performance under this Agreement. A claim must be in writing, for specific relief, or for a sum certain if the claim is for money, and any requested money or other relief must be fully supported by all relevant calculations, including cost and pricing information, records, and other information.

11.2. A decision by the City Administrator or his or her designee under the dispute procedure set forth in this Section shall be a condition precedent to suit being filed by any party. For purposes of any litigation involving this Agreement, exclusive venue and jurisdiction shall be in the Circuit Court for Prince George's County, Maryland or in the District Court of Maryland sitting in Prince George's County.

SECTION 12. INSURANCE

12.1. Contractor shall obtain and maintain liability insurance coverage at Contractor's own expense. Contractor shall, within thirty (30) days of the execution of this Agreement, file with the City Administrator, the Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the City showing issuance of liability insurance coverage as set forth more fully herein below with a deductible no greater than Twenty Thousand Dollars (\$20,000), except as specified in Subsection 12.1.3. Contractor shall be fully and completely responsible to pay the deductible. Unless waived in writing by the City, the Certificate shall bear and endorsement in words exactly as follows:

The insurance company certifies that the insurance covered by this Certificate has been endorsed as follows: "The insurance company agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) days after notice to: 'City Administrator, City of Hyattsville, 4310 Gallatin Street Hyattsville, MD 20781.'"

Contractor shall, throughout the term of this Agreement, maintain commercial general liability insurance, automobile liability insurance, professional liability insurance, and workers' compensation insurance in the following amounts and shall submit an insurance certificate, as set forth above, as proof of coverage prior to the final approval of this Agreement:

12.1.1. Workers' compensation insurance with coverage limits of at least Five Hundred Thousand Dollars (\$500,000) per bodily injury by accident and coverage for disease of at least Five Hundred Thousand Dollars (\$500,000) per employee and at least Five Hundred Thousand Dollars (\$500,000) in the aggregate.

12.1.2. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non owned or rented of not less than One Million Dollars (\$1,000,000) bodily injury and property damage combined single limit.

12.1.3. Comprehensive general liability with limits not less than One Million Dollars (\$1,000,000) bodily injury and property damage combined single limit.

12.1.4. Umbrella liability with limits not less than Two Million Dollars (\$2,000,000) bodily injury and property damage combined single limit.

12.2. All policies of insurances shall be underwritten by companies licensed to do business in the State of Maryland.

12.3. The City is not responsible for any damage or loss of property or materials stored on or within facilities owned by the City. Contractor shall provide necessary insurance coverage for such losses or shall assume full risk for replacement cost for its own property or materials and that owned by its subcontractors.

12.4. Contractor shall assure that all subcontractors carry identical coverage as required by this Section 12, either individually or as an additional insured on Contractor's policies. Exceptions may be made only with the written approval of the City.

SECTION 13. SET OFF

13.1. In the event that Contractor shall owe an obligation of any type whatsoever to the City at any time during the term of this Agreement, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed to Contractor against any compensation due to Contractor for the provision of goods and services covered by the terms of this Agreement.

SECTION 14. APPLICABLE LAW

14.1. The laws of the State of Maryland, excluding conflicts of law rules, shall govern this Agreement as if this Agreement were made and performed entirely within the State of Maryland. Any suit to enforce the terms hereof or for damages or other relief as a consequence of the breach or alleged breach hereof shall be brought exclusively in the courts of the State of Maryland in Prince George's County, and the Parties expressly consent to the jurisdiction thereof and waive any right that they have or may have to bring such elsewhere.

SECTION 15. RECORD AND AUDIT

15.1. Contractor shall maintain books, records, documents, and other evidence directly pertinent to costs, estimates and performance under this Agreement or required under any federal, state, or local rule or regulation, in accordance with accepted professional practice, appropriate accounting procedures, and practices. The City, or any of its duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. Contractor will provide proper facilities for such access and inspection.

15.2. Records referred to under Subsection 15.1 shall be maintained and made available during performance under this Agreement and until six (6) years from the date of final completion of the Project. In addition, those records that relate to any dispute or litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken shall be maintained and available until six (6) years after the date upon which any such dispute, litigation, claim, or exception is resolved.

15.3. Contractor shall include the provisions of this Section 15 in every subcontract Contractor enters into relating to this Project.

15.4. All proprietary information furnished by Contractor in connection with this Agreement, but not developed as a result of work under this Agreement or under prior agreements between the City and Contractor, shall be held confidential by the City, and returned to Contractor within thirty (30) days of the completion of the services or the conclusion of litigation wherein Contractor's services were provided. All inventions, techniques, and improvements held by Contractor to be proprietary or trade secrets of Contractor prior to any use on behalf of the City, as well as all inventions, techniques, and improvements developed by Contractor, independent of the services rendered to the City under this Agreement, remain the property of Contractor.

SECTION 16. MISCELLANEOUS

16.1. The recitals above are hereby incorporated into this Agreement.

16.2. If any term or provision of this Agreement or applications thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

16.3. This Agreement and any rights or obligations under this Agreement may not be assigned or subcontracted by Contractor without the prior written consent of the City and any attempted assignment or subcontracting without such prior written consent shall be void.

16.4. All representations, warranties, covenants, conditions, and agreements contained herein which either are expressed as surviving the expiration and termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

16.5. This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Notwithstanding any provisions to the contrary in any contract terms or conditions unilaterally supplied by Contractor, the terms of this Agreement supersede Contractor's terms and conditions, in the event of any inconsistency.

16.6. All section and paragraph captions, marginal references, and table of contents in this Agreement are inserted only as a matter of convenience, and in no way amplify, define, limit, construe, or describe the scope or intent of this Agreement nor in any way affect this Agreement.

16.7. Neither the City nor Contractor has made any representations or promises with respect to the Project except as expressly set forth herein.

16.8. The neuter, feminine, or masculine pronoun when used herein shall each include each of the other genders and the use of the singular shall include the plural.

16.9. This Agreement shall not be construed in favor or against either party on the basis that it was drafted by the City.

16.10. The waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach. Any waiver by the City of a requirement of this Agreement, including without limitation, any requirement that a notice be made in writing or that a notice or submission be made within a certain time, shall not operate as a waiver of the same or any other requirement of this Agreement, in any other circumstance or at any other time.

16.11. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

16.12. Contractor agrees to perform its services under this Agreement in such manner and at such times that the City and/or any Contractor who has work to perform, or contracts to execute, can do so without unreasonable delay. Contractor further agrees to coordinate its work under this Agreement with any and all other contractors that may be deemed necessary by the City.

16.13. Contractor shall be considered, for all purposes relating to this Agreement, an independent Contractor. Contractor agrees that it is not an agent of the City and shall have no right or authority to enter into any agreements or otherwise bind the City or create any obligations on behalf of the City with any other parties. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between the City and Contractor.

16.14. This Agreement may be executed electronically and in counterparts. All such counterparts will constitute the same agreement and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and, upon receipt, will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

[The remainder of this page is intentionally left blank—signature page follows.]

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the date first written above.

Witness:

Jenoptik Smart Mobility Solutions, LLC:

By: _____

By: _____

Finbarr O'Carroll Date
President

Witness:

City of Hyattsville

By: _____

Tracey Douglas
City Administrator Date

By _____

City Council
March 9, 2026

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

Item Title:
Anniversary Festival Drone Show

Suggested Action:
For Discussion.

Legal Review Required?
N/A

Summary Background:

Suggested Motion: I move the Mayor and Council include an amount not to exceed \$35,000 in the FY 27 budget to fund a drone show in place of a fireworks show for the City of Hyattsville's 141st Anniversary festival in April 2027, and that the City task its grant writer to apply for sensory-friendly funding, or some other type of grant, to cover some of the cost.

For the past 15 years, the City of Hyattsville's Anniversary Festival has included a fireworks show.

Over the years, many residents have enjoyed the fireworks, while others have voiced their desire to stop launching fireworks based on sensitivity to the noise and vibrations (e.g., dog owners, veterans with PTSD, people with autism or anxiety), concerns about air quality (e.g., people with [asthma and COPD](#) who cannot be exposed to smoke and chemicals), and the risks posed by explosions (e.g., structures and nature can catch fire).

This presents the City with an opportunity to modernize the way we celebrate and dazzle our community on an annual basis. By offering a sensory-friendly drone show, we can preserve a sense of beauty, pride, and fun, be the first municipality in our area to host a drone show, and take action to support residents who have requested a change.

This motion proposes that we replace the traditional fireworks show with a high-tech light show comprised of drones, also known as UAVs (unmanned aerial vehicles). The drones are equipped with LEDs and flown in synchronized formation to create still or moving two- and three-dimensional images. Drones are controlled by a software application on a handheld computer or ground control station.

Drone shows last about the same amount of time as fireworks shows and currently cost 2 to 5 times as much. In addition to the wow factor of this emerging art and design technology, drones are more respectful of residents and pets sensitive to noise, vibrations, smoke and chemicals. Drone shows are also generally more sustainable and earth-friendly than fireworks in that they do not create ashes, pose much less fire risk, do not interfere as much with wildlife, and may rely on renewable energy.

The City will have some control over the cost of its drone show based on several factors.

- A drone company can launch a less expensive pre-designed show that they have flown before, or they can design a brand new, customized show (adds to cost), or combine those approaches.
- The number of drones accounts for the majority of the cost (e.g., 100 to 500 drones). Each drone must be individually calibrated before takeoff.
- Other costs include music (e.g., live performers, DJ), and travel (if the drone contractor is not local).
- The City will need a permit/approval from the FAA (since we are near restricted airspace).
- If we book multiple shows (e.g., consecutive City Anniversary Festivals), we may be able to negotiate a reduced cost per show.
- Working in our favor, the City's anniversary does not coincide with a fireworks-heavy holiday like New Year's Eve or Independence Day. We also have a good launch area (Driskell Park).

It will be important to start the planning process early for the 141st Anniversary Festival (April 2027) since it will be our first, and since drones may require different or additional permits.

Anticipated Staff Resources:

Market research before using an RFP. Evaluation of proposals, recommendation and selection of contractor. Procurement actions to set up contract and review invoices. DPW, PIO, CSD meet with drone show contractor to discuss the purpose, design, logistics and implementation of the show. First year likely to need more staff support than subsequent years.

Next Steps:

Fiscal Impact:

NTE \$30,000

Notes:

A 12-15 min drone show would likely cost between \$30,000-\$40,000, whereas 12-15 min of fireworks costs \$7,500-\$15,000.

Drone shows are becoming more affordable as interest grows and as the technology becomes less expensive.

By transferring the existing \$7,500 we currently spend on fireworks, we likely need to add \$22,500-\$32,500.

City Administrator Comments:

For discussion.

Community Engagement:

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

City Council
March 9, 2026

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

Item Title:
Environmental Committee's Outreach Initiatives

Suggested Action:
For Discussion.

Legal Review Required?
N/A

Summary Background:
Proposed motion: I move the Mayor and Council appropriate \$4,000 in the FY27 Budget to be used by Hyattsville Environmental Committee to support its outreach initiatives. These funds will facilitate the committee's community engagement efforts with the production of educational and promotional materials, as well as community events.

Background
This request came out of the Hyattsville Environmental Committee (HEC) meeting of January 2026. This committee is one of the most active and impactful Council's advisory committees with a group of dedicated and passionate members. They are the force behind many of the city's environmental initiatives, in addition to tabling at different events. These funds will enable them to create, print, and distribute more educational materials, host workshops on sustainable living initiatives, and/or purchase some promotional materials.

Next Steps:

Fiscal Impact:
\$4,000

City Administrator Comments:
For discussion.

Community Engagement:

Strategic Goals:
Goal 3 – Promote a Safe and Vibrant Community

City Council
March 9, 2026

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

Item Title:
Relief Funds for Impacted Immigrant Families

Suggested Action:
For Discussion.

Legal Review Required?
N/A

Summary Background:

Proposed motion: I move the Mayor and Council appropriate \$100,000 in the FY27 Budget to establish a relief fund to support City of Hyattsville's impacted immigrant families. These funds shall be administered to provide direct financial assistance to resident families whose primary breadwinners have been arrested or deported, or are unable to work as a direct result of the ongoing federal immigration enforcement actions. I further move that the city signs a Memorandum of Understanding with one or two local non-profit partners, serving the immigrant community, for the administration of the funds.

a.) Background & Motive

The current escalation in federal immigration enforcement has created a local humanitarian and economic crisis. The following evidence highlights the urgent need for this appropriation:

- **Drastic Income Loss:** Removing a breadwinner from a mixed-status household can reduce median household income by nearly 50% to 62.7%, often plunging families into immediate poverty.
- **Housing & Food Insecurity:** Impacted families face sudden, unexpected rent debt. Recent current immigration enforcement surges have led to increases rent debt as families lose the ability to pay for basic necessities.
- **Economic Ripple Effects:** Immigrant households are significant local consumers. The loss of their spending power reduces local demand, which can lead to job losses for native-born workers in sectors like construction and hospitality.

b.) Proposed Allocation & Oversight

To ensure maximum impact and transparency, the funds should be utilized as follows:

1. **Direct Assistance (90%):** At least 90% of funds shall be disbursed directly to impacted families for housing, utilities, food, and/or legal expenses.
2. **Administration (10%):** A contract shall be established with one to two qualified local non-profits, that already have a track record of working on behalf of the immigrant community, to manage the intake and distribution process.

3. Reporting: The administering partner(s) will provide a quarterly report to the Council detailing the number of families served and the types of assistance provided, while maintaining the privacy of recipients.

Conclusion

Appropriating these funds is both a moral imperative and an act of economic stabilization for our city. We have the moral responsibility to stand with and to do right by our neighbors who have seen their lives turned upside-down. This is also a matter of equity, as most of the impacted families were tax-paying residents. By establishing these funds, we strengthen the human values that we stand for, and we protect the overall vibrancy of our community.

Next Steps:**Fiscal Impact:**

\$100,000

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
March 9, 2026

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

Item Title:
Creation of HOA Advisory Committee

Suggested Action:
For Discussion.

Legal Review Required?
Pending

Summary Background:

At the April 21, 2025 meeting, Council discussed the creation of an HOA Advisory Committee (HCC-309-FY25) to:

- Identify unique challenges faced by HOA communities;
 - Determine whether HOAs wish to explore transferring certain private roads or alleys to the City; and
 - Submit findings and recommendations to the Council within six months of its first meeting. This motion is the result of a broader Council conversation about service delivery, infrastructure responsibility, and equitable engagement across neighborhoods. In that discussion, Council recognized the need for more structured dialogue with Homeowners Associations (HOAs), particularly those with private roads and alleys. As the City evaluates potential updates to Chapter 65 and considers the fiscal and operational implications of private infrastructure, the Committee is intended to provide a collaborative, forum for information-sharing and input to help guide Council's decision-making.
- The draft committee worksheet is attached.

Next Steps:
Upon feedback from Council, the creation of the committee will be brought back to Council for a vote.

Fiscal Impact:
Committee members will be eligible to participate in the committee stipend program.

City Administrator Comments:
If approved, the staff will obtain a legal opinion on the make-up and potential restrictions regarding membership.

Community Engagement:

Strategic Goals:

Goal 4 – Foster Excellence in all City Operations

Hyattsville Homeowners Association Advisory Committee

Standing Committee Proposal

Committee Name

Hyattsville Homeowners Association Advisory Committee

Mission Statement

The Hyattsville Homeowners Association Advisory Committee is established as a standing advisory body to strengthen coordination between the City, Condominium Associations and Homeowners Associations (HOAs) within City limits and to ensure equitable, transparent, and efficient service delivery for residents living in association-governed communities.

Purpose / Policy Rationale

The City of Hyattsville has experienced sustained growth in association-governed communities with additional communities in development.

Residents in these communities often pay both municipal taxes and HOA dues for services that may overlap, including:

- Snow removal
- Trash and recycling collection
- Infrastructure maintenance
- Code enforcement coordination
- Stormwater and environmental upkeep

This dual structure can create real or perceived inequities, fragmented service delivery, and inconsistent communication between the City and HOA leadership.

Establishing a permanent advisory committee provides an ongoing structure for coordination, transparency, and policy alignment.

Scope

1. HOA Engagement & Coordination

- Maintain ongoing dialogue between City leadership and HOA boards
- Create standardized communication channels
- Identify emerging concerns in HOA communities

2. Service Overlap & Equity Review

Evaluate areas where City and HOA responsibilities intersect, including:

- Snow removal coordination
- Trash and recycling service parity
- Street and sidewalk maintenance responsibilities
- Code enforcement roles

3. Infrastructure Alignment

- Identify privately maintained infrastructure that may warrant City partnership or assumption
- Provide input on standards for road or asset acceptance
- Share lifecycle and maintenance insights from HOA communities

4. Governance & Policy Alignment

- Clarify boundaries between HOA governance and municipal authority
- Identify policies that may unintentionally shift costs onto HOA residents
- Share best practices from peer municipalities

5. Resident Experience & Transparency

- Identify areas of confusion for HOA residents
 - Recommend improvements to public-facing guidance and onboarding materials
-

Deliverables

Initial Assessment

The Committee shall provide an initial written assessment to the City Council within six (6) months of its first meeting that includes:

- Inventory of HOAs within City limits
- Summary of overlapping services
- Initial policy considerations and areas for further study

Ongoing Reporting

- Annual written updates to the City Council
- Optional briefings as requested by Council

This ensures momentum without forcing artificial deadlines.

Committee Type

Standing Advisory Committee

The Committee shall continue in perpetuity unless dissolved by Council action.

Composition of Members

- One (1) representative nominated by each HOA within City limits
 - The representative must be a current HOA board member
 - An association may also nominate an alternate (optional)
 - Up to two (2) residents-at-large appointed by Council (optional)
 - Two (2) Council Liaisons (non-voting)
 - At least (1) Staff Liaison (non-voting)
-

Council Liaison

Appointed by the Mayor and Council.

Staff Support

Staff liaison to provide:

- Operational and infrastructure insights
- Service delivery context
- Fiscal and administrative considerations

Meeting Frequency

At least quarterly, with additional meetings as needed.

Committee Member Term of Office

- Members serve two-year terms

Grounds for Removal

- Failure to attend at least 50% of meetings
- Loss of association board membership (for association representatives)
- Ethical or conflict-of-interest violations

Guardrails

To preserve clarity of roles:

The Committee shall not:

- Direct City staff
- Commit City funding
- Negotiate legal agreements
- Override adopted City policies

The Committee serves in an advisory capacity only.

City Council
March 9, 2026

Submitted by: Nate Groenendyk
Submitting Department: Administration
Agenda Section: Discussion Items

Item Title:
Creation of the CERT Committee

Suggested Action:
For Discussion.

Legal Review Required?
N/A

Summary Background:
The Hyattsville-Gateway Community Emergency Response Team (CERT) is requesting to be formalized as a City committee. Currently, the CERT Team exists as a community initiative coordinated with county emergency management and residents. FEMA rules require formal adoption by a qualified entity, which in our case is the City of Hyattsville. Designating the CERT as a formal City committee would satisfy this requirement, qualify the team for deployment under County OEM rules, and provide the structure to establish the team's roles, responsibilities, and connection to local emergency planning. The attached draft committee worksheet provides more details on the mission and scope of the committee.

Next Steps:
Upon feedback from Council, the creation of the committee will be brought back to Council for a vote.

Fiscal Impact:
Committee members will be eligible to participate in the committee stipend program.

City Administrator Comments:
For discussion.

Community Engagement:

Strategic Goals:
Goal 3 – Promote a Safe and Vibrant Community

COMMITTEE WORKSHEET

HYATTSVILLE - GATEWAY COMMUNITY EMERGENCY RESPONSE TEAM (CERT) COMMITTEE

Mission Statement

The Hyattsville-Gateway Community Emergency Response Team (CERT) Committee serves to support the Greater Hyattsville – Gateway community in strengthening community emergency preparedness, resilience, and volunteer engagement. The Committee will promote CERT training and community awareness, assist with coordination between residents and the City’s public safety and emergency management partners, and provide recommendations to the City Council regarding policies, programs, and initiatives that enhance the City’s readiness to respond to emergencies and disasters.

Scope

The duties of the committee shall include:

Community Preparedness: Promote community awareness of emergency preparedness and support the recruitment and training of CERT volunteers within the City.

Training and Education: Assist in coordinating CERT training opportunities, emergency preparedness workshops, and public education initiatives in collaboration with the City and appropriate emergency management partners.

Emergency Support: Provide organized volunteer support to City officials and emergency responders during emergencies when activated through appropriate channels.

Program Development: Provide recommendations to the City Council and staff on policies, procedures, and initiatives related to emergency preparedness, volunteer management, and community resilience.

Community Outreach: Promote preparedness initiatives through community events, neighborhood engagement, and partnerships with local organizations.

Other functions: Perform other CERT-related activities as directed by a majority vote of the City Council.

Deliverables

The committee shall provide periodic reports to the City Council on CERT activities, including training programs, community preparedness initiatives, and recommendations related to emergency readiness. The committee will also provide an annual report summarizing activities, program accomplishments, and future priorities.

Frequency of Meetings

Meetings are scheduled monthly throughout the year to plan program activities, trainings, and preparedness initiatives.

Composition of Members

The Committee will be composed of up to nine (9) members appointed by the City Council for two (2) year terms. It is preferred that membership include a resident from each of the City's 5 wards. Non-residents are eligible for committee membership; however, non-residents shall constitute less than 50% of the committee membership. Members must successfully complete the CERT basic training program before or within 3 months of their appointment to the committee. Committee members ideally include individuals with backgrounds or experience in emergency management, public safety, community organizing, health services, logistics, or related fields.

Committee Leadership

The Committee shall annually elect a Chair (Team Leader in FEMA terms) and a Record Keeper from among its voting members.

Council Liaison

The committee may have up to two (2) Council liaisons appointed by the Mayor and Council. Council liaisons are non-voting members.

City Staff

The committee may have up to two (2) staff liaisons designated by the City Administrator or their designee. Staff liaisons are non-voting members and may include representatives from public safety, emergency management coordination, communications, or other relevant departments.