

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_1Yk0I-PVRN6_tgq-vKdfuw

Monday, April 13, 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, April 13, 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:

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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_1Yk0I-PVRN6_tqg-vKdfuw

- 1. Call to Order and Roll Call**
- 2. Pledge of Allegiance to the Flag**
- 3. Approval of Agenda**
- 4. Approval of Minutes**
 - 4.a. 2026-210 Approval of Minutes**

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

- February 23, 2026

Sponsors: City Administrator

Department: City Clerk

Attachments: Minutes_February 23 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. Presentations (7:40 PM - 8:25 PM)

7.a. 2026-199 Climate Action Plan Presentation

For presentation.

Sponsors: City Administrator

Department: Department of Public Works

Attachments: FINAL Hyattsville CAP Council Presentation

7.b. 2026-213 Vehicle Replacement Plan

For presentation.

Sponsors: City Administrator

Department: City Clerk

Attachments: DRAFT_Vehicle_Replacement Policy_v.0

8. Proclamations

8.a. 2026-205 Arab American Heritage Month Proclamation

I move the Mayor and Council adopt the proclamation designating April as Arab American Heritage Month in the City of Hyattsville.

Sponsors: City Administrator

Department: City Clerk

Attachments: CM 0413 Arab American Heritage Month 2026

9. Appointments

9.a. 2026-208 Appointment to the Race and Equity Task Force

I move the Mayor and Council approve the re-appointment of Nykia Clemonts (Ward 3) to the Race and Equity Task Force for a term of two (2) years to end on April 13, 2028.

Sponsors: Michelle Lee, Councilmember

Department: City Clerk

Attachments: Clemonts Redac Application

9.b. 2026-209 Appointment to the Education Advisory Committee

I move the Mayor and Council approve the re-appointment of Vallorie Watson (Ward 1) to the Education Advisory Committee for a term of two (2) years to end on April 13, 2028.

Sponsors: Edouard Haba, Councilmember

Department: City Clerk

Attachments: Watson Redac Application

9.c. 2026-211 Appointment to the Health, Wellness, and Recreation Advisory Committee

I move the Mayor and Council approve the re-appointment of Peter Stockus (Ward 4) to the Health, Wellness, and Recreation Advisory Committee for a term of two (2) years ending on April 13, 2028.

Sponsors: Gopi Dhokai, Councilmember

Department: City Clerk

Attachments: Stockus Redac Application

9.d. 2026-212 Appointment to the Hyattsville Environment Committee

I move the Mayor and Council approve the re-appointment of Melissa Schweisguth (Ward 5) to the Hyattsville Environment Committee for a term of two (2) years ending on April 13, 2028.

Sponsors: Edouard Haba, Councilmember

Department: City Clerk

Attachments: Schweisguth Redac Application

10. Consent Items (8:25 p.m. - 8:30 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.

10.a. 2026-197 Acceptance of the Maryland DHCD National Capital Strategic Economic Development Program Grant Agreement

I move the Mayor and Council accept the grant award of \$340,000 from the State of Maryland Department of Housing and Community Development to support The Sanctuary 9% Predevelopment project.

Sponsors: Jeff Ulysse, CBED Director

Department: Community, Business, and Economic Development

Attachments: NED-2026-Hyattsville Agreement

10.b. 2026-207 MDOT Bikeways Network Grant Program

I move the Mayor and Council to accept the grant award of \$64,000 from the Maryland Department of Transportation's Kim Lamphier Bikeways Network Program, to support the expansion of bicycle infrastructure.

Sponsors: City Administrator

Department: Community, Business, and Economic Development

Attachments: Memo - MDOT Bikeways Grant, BW26 Hyattsville (Bike Racks) Grant Agreement

10.c. 2026-198 Disbursement of Ward 3 Discretionary Funds

I move the Mayor and Council authorize the disbursement of Ward 3 discretionary funds in the amount of \$169.59 to Council Vice President Kareem Redmond as reimbursement for community outreach materials.

Sponsors: Kareem Redmond, Council Vice President

Department: City Clerk

Attachments: Redmond _ VistaPrint _ Receipt Ward 3 Banner _ Redacted

10.d. 2026-203 Disbursement of Ward 1 Discretionary Funds

I move the Mayor and Council approve the disbursement of \$500 of Ward 1 discretionary funds to the Hyattsville Community Development Corporation (HyCDC) to support Trolley Trail Day engagement activities.

Sponsors: Greg Barnes, Councilmember, Joanne Waszczak, Councilmember

Department: City Clerk

Attachments:

11. Action Items (8:30 p.m. - 8:45 p.m.)**11.a. 2026-200 Installation of Portland Loo at Hyatt Park**

I move that the Mayor and Council authorize an expenditure not to exceed \$195,000 to NZI Construction for the installation of a Portland Loo public restroom at Hyatt Park, pending the extension of the contract between NZI Construction and Prince George's County.

Sponsors: City Administrator

Department: Department of Public Works

Attachments: NZI Proposal Portland Loo Hyatt Park 03-16-2026

12. Council Dialogue (8:45p.m. - 8:55 p.m.)**13. Motion to Adjourn**

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Minutes Regular Meeting

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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 7:02 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 Kelson Nisbett

ABSENT:

Councilmember Michelle Lee

Also Present:

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

2. Pledge of Allegiance to the Flag

3. Approval of Agenda

A motion was made by Council President Solomon, seconded by Councilmember Schaible, that the 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

Nisbett
NAY: None
ABSTAIN: None
ABSENT: Councilmember Lee

4. Approval of Minutes

4.a. 2026-166 Approval of Minutes

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

- January 27, 2026

Sponsors: City Administrator

Department: City Clerk

Attachments: Minutes_January 27 2026

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

- January 27, 2026

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

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 Nisbett
NAY: None
ABSTAIN: None
ABSENT: Councilmember Lee

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

- Charlotte Francoeur asked the council to protect residents who are immigrants. She also stated that she opposes the Flock contract and asked for increased funding for community services to implement programming for at-risk community members and hire a caseworker.
- Tatjana Hrubik-Vulanovic (Ward 5) raised concerns about the budget and additional expenses for pending agenda items, asking that they not be discussed without existing funding allocated. She also expressed concerns about city debt and liabilities.
- Mike Bonds (Ward 3) asked for increased access to information for residents.

- Melissa Schweisguth (Ward 5) thanked those who participated in last week's protest. She also added that she supports sending a letter of support for Senate Bill 868 and requests that the City provide a letter of support for the cross-filed bill in the House of Delegates. Lastly, she asked that the City better predict the legacy costs for programming in future budgets.
- Nicole Laemers (Ward 3) requested additional funding for community services and asked the City to prioritize hiring a case manager to support vulnerable community members.

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

The City Administrator provided updates about the winter storm clean-up, new businesses, City programming and events, and website updates.

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

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

A motion was made by Council President Solomon, seconded by Councilmember Barnes, 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 Nisbett

NAY: None

ABSTAIN: None

ABSENT: Councilmember Lee

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

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

Sponsors: Jeff Ulysse, CBED Director

Department: Community, Business, and Economic Development

Attachments: MFIP-2026-Hyattsville_Commercial Facade Improvement grant agreement

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

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

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

Sponsors: City Administrator

Department: City Clerk

Attachments: sb0868f (1)

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

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

Council President Solomon advised that this letter of support references the cross-filed bill in the Maryland House of Delegates.

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 Nisbett

NAY: None

ABSTAIN: None

ABSENT: Councilmember Lee

8.b. 2026-159 IT Managed Services

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

Sponsors: City Administrator

Department: Finance

Attachments:

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

Treasurer Ron Brooks gave an overview of the current IT services contract and the ongoing need for services.

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 Nisbett

NAY: None

ABSTAIN: None

ABSENT: Councilmember Lee

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

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

For Discussion.

Sponsors: Emily Strab, Councilmember, Greg Barnes, Councilmember

Department: Legislative

Attachments:

Councilmember Emily Strab gave an overview of this budget initiative.

Motion made by Council President Solomon, seconded by Councilmember Barnes that the Mayor and Council include \$840 in the FY27 budget to purchase plaques to recognize Heritage Trees as a part of Hyattsville's 140th Anniversary.

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 Nisbett

NAY: None

ABSTAIN: None

ABSENT: Councilmember Lee

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

For Discussion.

Sponsors: Kareem Redmond, Council Vice President

Department: Legislative

Attachments:

Council Vice President Redmond gave an overview of the budget initiative.

The Council discussed data and information security, the RFP process to contract a company, and annual costs. The Council also discussed whether this software will interfere with the enterprise resource planning software (ERP), and the process for information input and placing queries. The clerk's office will arrange a demo for the Council to observe how the software works.

9.c. 2026-162 Volunteer Shoveling Program

For Discussion.

Sponsors: Gopi Dhokai, Councilmember

Department: Legislative

Attachments:

Councilmember Dhokai gave an overview of the budget initiative.

The Council and staff discussed purchasing additional snowblowers, potential liabilities for this program, and the legacy costs of the equipment life cycle and replacement. The staff will acquire pricing information for the purchase of multiple snowblowers.

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

For Discussion.

Sponsors: Danny Schaible, Councilmember

Department: Legislative

Attachments:

Councilmember Schaible gave an overview of the budget initiative.

The Council and staff discussed funding sources and separating the loan program for

the Hyattsville Police Department into a separate motion. They also discussed terms for loan repayment, program parameters, the effect accessory dwelling units will have on neighboring property values, and ways to implement a comprehensive, affordable housing plan that is equitable for residents.

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

For Discussion.

Sponsors: Greg Barnes, Councilmember

Department: Legislative

Attachments:

Councilmember Greg Barnes gave an overview of the budget initiative.

The Council and staff discussed ways to expand the program and participant recruitment. Councilmember Waszczak asked that the budget initiative be presented to the Youth Advisory Council for review and recommendation.

9.f. 2026-165 Project Manager

For Discussion.

Sponsors: Emily Strab, Councilmember

Department: Legislative

Attachments:

Councilmember Strab provided an overview of the budget initiative.

The Council and staff discussed funding sources for this initiative, expanding the role to more than one staff position, contracting a firm to handle project management, and the anticipated benefits of implementing this position. The Council also discussed utilizing project management software.

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

11. Motion to Adjourn

A motion was made by Councilmember Haba, seconded by Councilmember Barnes, that the meeting be adjourned at 9:38 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

Nisbett
NAY: None
ABSTAIN: None
ABSENT: Councilmember Lee

City Council
April 13, 2026

Submitted by: Dealon Lacroix

Submitting Department: Department of Public Works

Agenda Section: Presentations

Item Title:

Climate Action Plan Presentation

Suggested Action:

For presentation.

Legal Review Required?

N/A

Summary Background:

In 2025, City staff applied for a grant through Prince George's County's Planning Assistance to Municipalities and Communities (PAMC) Program to fund a consultant to develop a Climate Action Plan (CAP). The grant, which covers the entire cost of the consultant, was awarded in June 2025, and staff began working with Stantec. Stantec will be presenting an update on the progress and status of the CAP process.

Next Steps:

Staff and Stantec to complete Climate Action Plan.

Fiscal Impact:

N/A

City Administrator Comments:

For presentation.

Community Engagement:

Public survey was conducted on questions dealing with climate action.

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

Hyattsville Climate Action Plan



April 13, 2026



This project is funded by the M-NCPPC Prince George's County Planning Department's Planning Assistance to Municipalities and Communities Program. M-NCPPC provided images if no source statement included.



Today: Informational Session

- ▶ Plan Background
- ▶ Work Completed To Date
- ▶ Next Steps





Background

M-NCPPC Prince George’s County Planning Department funds and administers the **Planning Assistance to Municipalities and Communities** (PAMC) program for planning-related projects requested from municipalities and community organizations.

In 2025, the **City of Hyattsville** applied for **PAMC** funding for a consultant to develop a **Climate Action Plan** that:

- ▶ Adapts and builds upon the recommendations of 2022 Adopted Prince George’s County Draft Climate Action Plan
- ▶ Set city and community sustainability and climate action goals
- ▶ Organize and prioritize action steps to achieve the goals
- ▶ Unify stakeholders in key sustainability practices

The project was approved by the Planning Board in June 2025.

Project Partners





What Is A Climate Action Plan (CAP)?

A strategic roadmap that identifies how to reduce greenhouse gas emissions and reduce the impacts of climate change on the community.

The impacts could include:

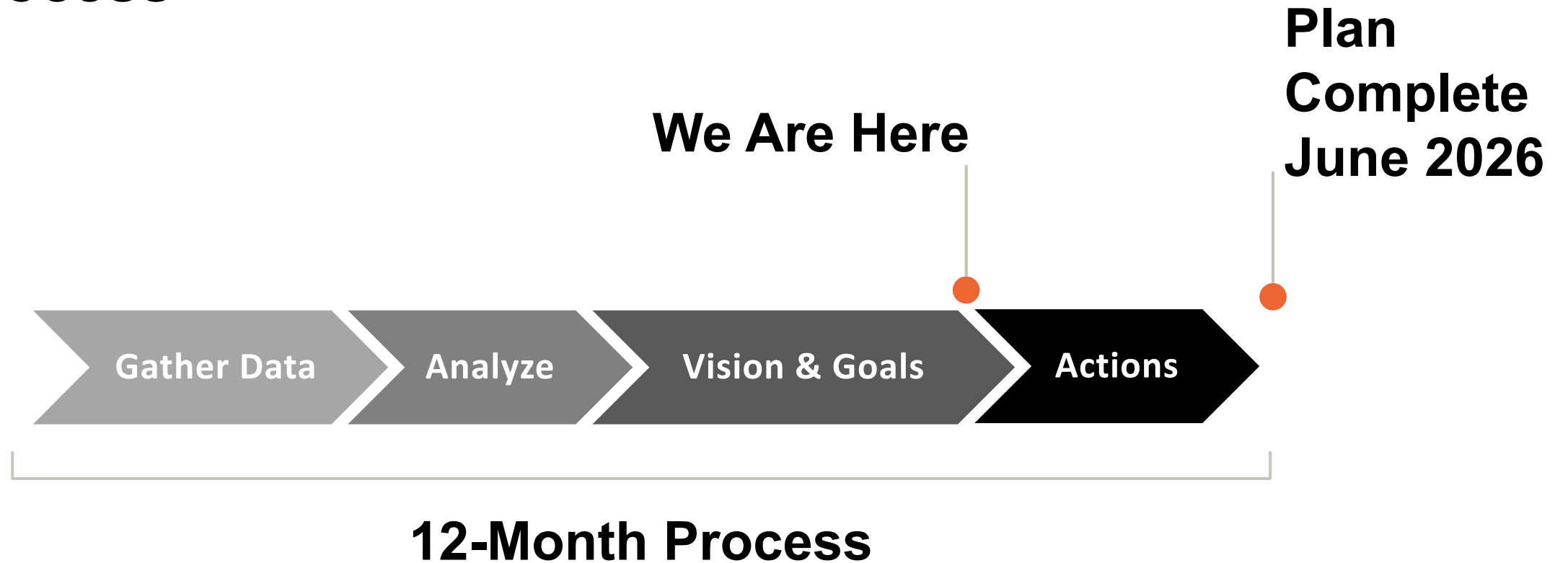
- ▶ **Climate hazards**
(more rain ○ flooding)
- ▶ **Community impacts**
(hotter temperatures ○ increased bills)
- ▶ **Economic impacts**
(rebuilding infrastructure not designed for future conditions)

Hyattsville is already making investments—a CAP identifies future investments that can be made in a strategic way.

Developing an actionable climate action plan helps guide and prioritize investments around policy, programs, and projects.



Process





Gather Data

Reviewed 14 relevant plans to align existing local and regional priorities and goals with this planning process (transportation and stormwater studies, strategic plan, comprehensive plan, parks plan, regional climate action plans, etc.).

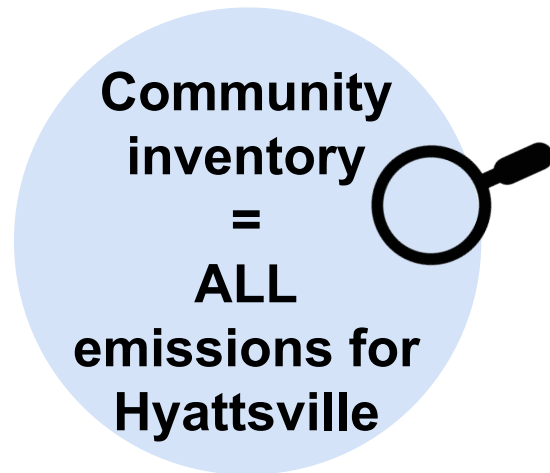
Conducted public survey with the University of Maryland and received 431 responses on questions dealing with climate action (impacts, challenges, opportunities, etc.).

Planning team completed **tour of Hyattsville** to better understand work underway and municipal/community assets.

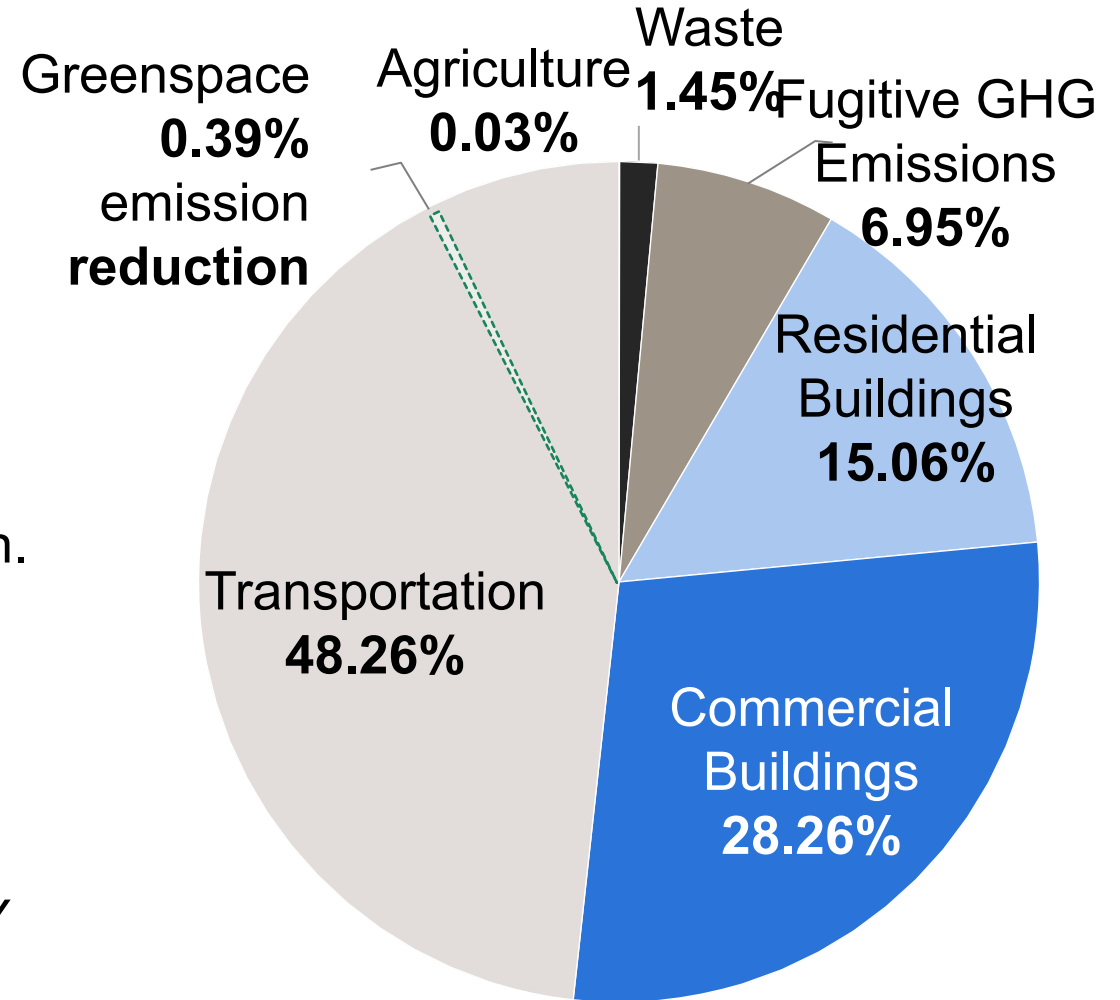
Hyattsville community leaders and residents are informing the goals, actions, and priorities that will help formalize city-wide strategies.

Analyze: Community Inventory

- ▶ An inventory measures the amount of greenhouse gas emissions.
- ▶ Used to prioritize focus areas in the plan.



Municipal inventory **zooms in** to understand what emissions are **ONLY** from municipal operations.

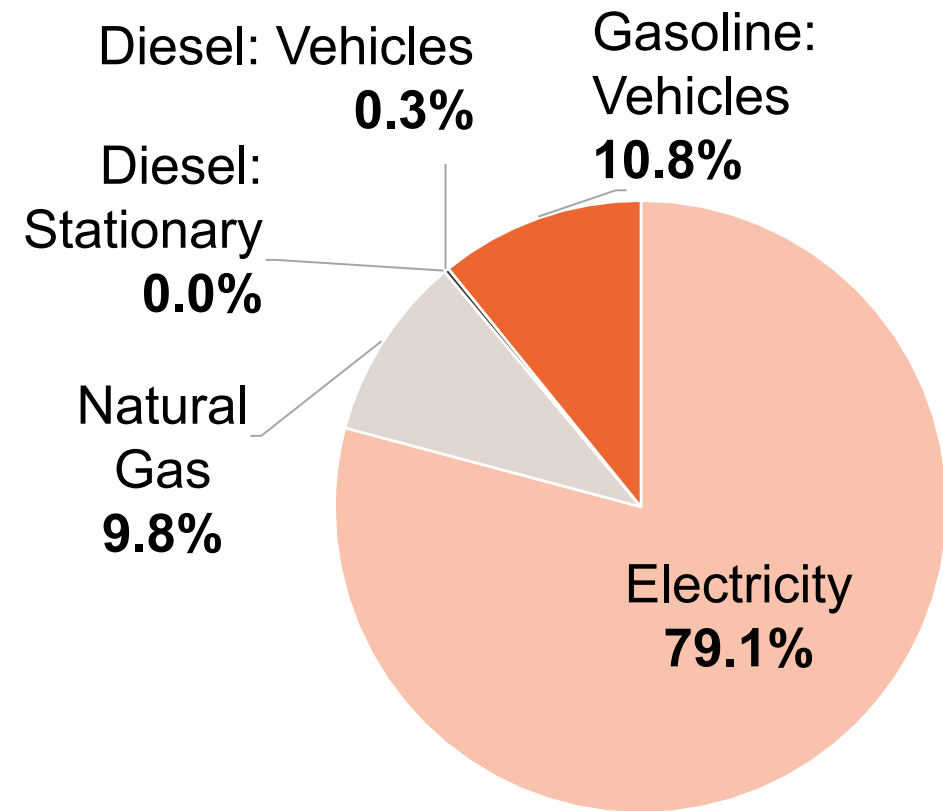


*** Inventory previously completed by Metropolitan Washington Council of Governments for 2005-2023. Baseline year 2023.*



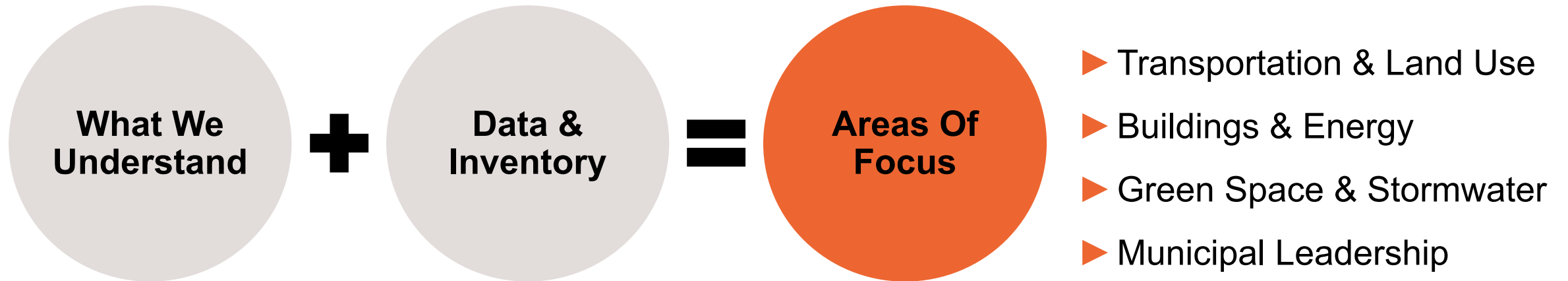
Analyze: Municipal Inventory

Fuel	GHG Emissions (tCO₂e)
Electricity	4,716.5
Natural Gas	582.4
Diesel: Stationary	0.2
Diesel: Vehicles	15.4
Gasoline: Vehicles	644.7
Total	5,959.1





Vision & Goals





Vision & Goals



Two virtual workshops with advisory/community committees and City staff were held to shape a **shared vision and goals for the areas of focus.**

Participants emphasized that the CAP should:

- ▶ Align existing City plans and initiative
- ▶ Empower residents and businesses with clear pathways to act
- ▶ Advance equitable, community-driven climate solutions
- ▶ Support public health, air and water quality, and protection of natural systems



Vision

Hyattsville's Climate Action Plan will serve as a unifying roadmap that aligns City priorities to build a resilient, healthy, and thriving community.

Through coordinated, action-ready solutions, the CAP will strengthen infrastructure reliability, protect public health and natural systems, and support those most vulnerable to climate change impacts.

Grounded in equity, affordability and community leadership, the City will empower residents and businesses with clear pathways to take action for current and future generations.



Goals



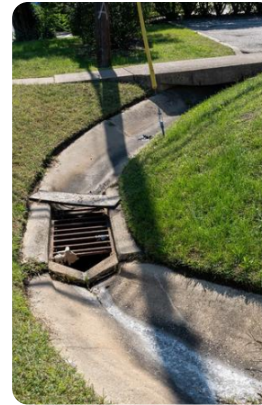
Transportation & Land Use

Reduce transportation emissions and improve public health by expanding safe, connected, and equitable multimodal options, while strengthening coordination and early engagement.



Buildings & Energy

Improve building performance and reduce energy-related emissions by expanding energy efficiency, accelerating renewable energy adoption, and supporting electrification.



Green Space & Stormwater

Strengthen climate resilience and neighborhood livability by protecting and expanding tree canopy and green space, reducing impervious surfaces where feasible, and upgrading stormwater systems.



Municipal Leadership

Position the City as a climate leader by advancing policies, upgrading municipal facilities and operations, and building resident-facing programs and communications.



Next Steps

- ▶ Workshop #2 was held **April 6**
 - Finalize feedback on action prioritization
- ▶ Develop final list of priority climate actions
- ▶ Community input during Hyattsville Anniversary Festival **April 25**
- ▶ Council presentation **May 2026**
- ▶ Plan complete **June 2026**

City of Hyattsville

Dawn Taft

Environmental Programs Manager
dtaft@hyattsville.org

M-NCPPC

Prince George's County Planning Department

Josephine Selvakumar

Supervisor, Neighborhood Revitalization
Section, Community Planning Division
josephine.selvakumar@ppd.mncppc.org

Anu Nair

Project Planner
anusree.nair@ppd.mncppc.org

Thank You

*This project is funded by the M-NCPPC Prince George's County Planning
Department's Planning Assistance to Municipalities and Communities Program.*



City Council
April 13, 2026

Submitted by: City Administrator
Submitting Department: City Clerk
Agenda Section: Presentations

Item Title:
Vehicle Replacement Plan

Suggested Action:
For presentation.

Legal Review Required?
N/A

Summary Background:
The Hyattsville municipal government requires dependable, well-maintained equipment to respond to emergencies, maintain parks, roadways and infrastructure, and serve residents without interruption. The staff has developed a plan to guide the replacement of vehicles primarily in the Hyattsville Police Department and the Department of Public Works. An efficient government also requires vehicles in Code Compliance, Administration, and Parking. The attached plan establishes the basic criteria and performance indicators used to determine when vehicles have reached the end of their useful service life. It also serves as a guide to inform and advise on the maintenance and stability of the City's vehicle fleet. While factors such as fiscal responsibility, repair and replacement costs, staffing levels, downtime, fuel efficiency contribute to the planning process and decision-making, the goal is also to ensure uninterrupted levels of service to the community, as well as public and passenger safety.

Next Steps:

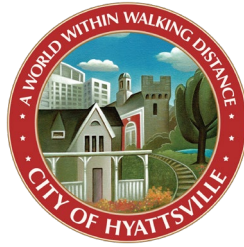
Fiscal Impact:

City Administrator Comments:
For presentation.

Community Engagement:

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

Robert S. Croslin
Mayor



Tracey E. Douglas
City Administrator

Vehicle Replacement Policy

Effective Date: January 1, 2026

1. Purpose

This policy establishes guidelines for the replacement of City-owned vehicles to ensure a reliable, safe, and cost-effective fleet, promoting operational efficiency and compliance with fiscal and environmental goals. It establishes standards for vehicle replacement criteria across all departments.

2. Scope

This policy applies to all City departments and vehicles owned and leased by the City of Hyattsville.

3. Vehicle Lifecycle and Replacement Policy

3.1. Overview

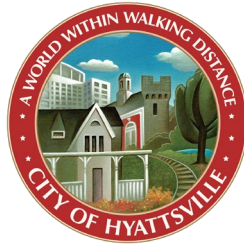
The City of Hyattsville maintains a vehicle replacement policy to ensure a reliable, safe, and cost-effective fleet. Vehicles are evaluated for replacement based on factors outlined below.

3.2. General Replacement Criteria

Vehicles shall be replaced when one or more of the following conditions are met:

- **Age:** The vehicle exceeds the maximum service life
 - Sedans/SUVs/light trucks – 7 years
 - Dump trucks/Trash Trucks/Other Heavy Duty - 10 years
- **Mileage:** The vehicle exceeds the maximum allowable mileage
 - Sedans/SUV/light trucks – 100,000
 - Dump trucks/Trash Trucks/Other Heavy Duty -120,000
- **Hours:** Vehicles equipped with engine hour tracking, and the hours exceed
 - Sedans/SUV/light trucks – 3,000 hours
 - Dump trucks/Trash Trucks/Other Heavy Duty – 15,000 hours

Robert S. Croslin
Mayor



Tracey E. Douglas
City Administrator

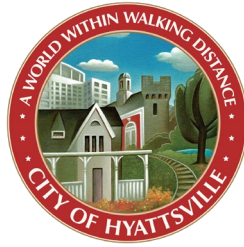
- **Maintenance or Repair Costs:**
 - Maintenance or repair costs meet one of the following criteria:
 - Single repair exceeds 30% of the vehicle's residual value
 - Exceeds \$7,500
 - Is deemed uneconomical by the Department Director.
 - Lifetime maintenance or repair costs exceed 40% of the purchase price.
- **Operational Condition:** The vehicle is unsafe, unreliable, or unable to meet operational needs (e.g., frequent breakdowns, failure to meet emissions standards).
- **Technological Obsolescence:** The vehicle lacks modern safety or efficiency features required for operations (e.g., advanced driver-assistance systems for PD vehicles).
- **Total Loss Replacement**
 - If any City vehicle is declared a total loss by an insurance adjuster, it shall become eligible for immediate replacement.
 - Police Department vehicles declared a total loss shall be replaced as soon as practicable and are not subject to the annual review cycle or prioritization schedules due to their necessity for public safety operations
 - The Department Director will submit a replacement request within 14 business days of receiving the total-loss determination.

3.3. Lease Vehicle Provision (If Applicable)

In the event that the city elects to acquire vehicles through a lease program, the following guidelines shall apply:

- **Lease Compliance:** Vehicles obtained under a lease agreement must follow the mileage, condition and return requirements outlined in the lease contract.
- **Mileage Management:** To avoid mileage charges or increased depreciation, any leased vehicle with a mileage cap shall be scheduled for return or replacement according to the lease terms, this may vary from section 3.2 above.
- **Police Department Operations:** If any police vehicle is leased, the police department shall monitor mileage to ensure vehicles can be returned and replaced.
- **Total Loss of Leased Vehicles:** Police Department vehicle deemed a total loss must be replaced immediately regardless of the lease cycle.

Robert S. Croslin
Mayor



Tracey E. Douglas
City Administrator

- Designees from the Department of Finance, City Administrator Office, and Directors who have city-owned or leased vehicles shall evaluate the financial impact of leasing options annually to determine whether leasing continues to support the City's fiscal and operational needs and goals.

3.4. Replacement Process

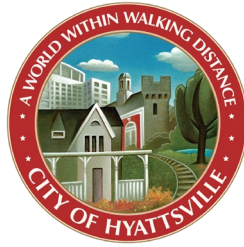
- 3.4.1. **Assessment:** The Department Director, or designee, and Vehicle Committee must conduct an annual review of all vehicles, evaluating age, mileage, maintenance history, and operational needs.
- 3.4.2. **Recommendation:** The Department Director submits a replacement recommendation to the City Administrator, including a cost-benefit analysis comparing repair versus replacement costs.
- 3.4.3. **Approval:** The City Administrator, in collaboration with the Treasurer, reviews and approves replacement requests, ensuring alignment with the City's budget.
- 3.4.4. **Prioritization:** Priority is given to vehicles with the highest maintenance costs, safety concerns, or operational inefficiencies. Any total-loss vehicles bypass prioritization and proceed directly to replacement approval.

3.5 Department-Specific Criteria

3.5.1 DPW Vehicle Replacement

- Heavy-duty vehicles (e.g. trash trucks, dump trucks, sweepers) are prioritized for replacement based on workload demands and repair frequency.
- Vehicles used for critical services (e.g., snow removal, waste collection) may be replaced earlier if downtime impacts service delivery.
- Fuel efficiency and compliance with Maryland emissions standards are key considerations.

Robert S. Croslin
Mayor



Tracey E. Douglas
City Administrator

3.5.2 PD Vehicle Replacement

- Police vehicles are replaced more frequently due to their high-intensity and continuous use. They also serve as take-home units, supporting recruitment and retention efforts, helping HPD remain competitive in attracting qualified officers.
- Vehicles must meet Maryland State Inspection standards and support modern law enforcement technology (e.g., in-car cameras, communication systems).
- Replacement is prioritized for any vehicle meeting or exceeding the 7-year age or 100,000-mile threshold or those showing significant mechanical issues
- Any police vehicle deemed a total loss shall be replaced immediately.

4. Implementation and Oversight

4.1 Roles and Responsibilities

4.1.1 Department Director:

- Oversee a Fleet Manager who will maintain comprehensive vehicle records (age, mileage, maintenance history, and repair logs). Departments that do not have a Fleet Manager will have their vehicles overseen by DPW's Fleet Manager.
- Conduct annual vehicle assessments and submit detailed replacement recommendations with cost-benefit analyses.
- Coordinate vehicle procurement, including vendor selection, bidding processes, and ensuring compliance with City purchasing guidelines.
- Monitor post-replacement performance and report on operational improvements or issues to the City Administrator annually.
- Ensure departmental staff are trained in replacement criteria and reporting procedures.
- Enforce policy compliance through audits of departmental vehicle usage and maintenance.

4.1.2 Treasurer:

- Approve funding allocations for replacements
- Identify and recommend cost-saving opportunities, such as bulk purchasing or alternative financing options.

Robert S. Croslin
Mayor



Tracey E. Douglas
City Administrator

DRAFT

Robert S. Croslin
Mayor



Tracey E. Douglas
City Administrator

4.1.3 City Administrator/Deputy CA:

- Oversee the vehicle replacement program, reviewing costs, compliance, operational necessity, and program effectiveness.
- Approve all replacement recommendations and mediate inter-departmental prioritization conflicts.
- Update policy as needed based on audit findings, regulatory changes, or technological advancements.

Effective Date

This policy is effective **January 1, 2026**, and supersedes all prior vehicle-related policies.

DRAFT

City Council
April 13, 2026

Submitted by: Quianna Taylor, Shakira Louimarre

Submitting Department: City Clerk

Agenda Section: Proclamations

Item Title:

Arab American Heritage Month Proclamation

Suggested Action:

I move the Mayor and Council adopt the proclamation designating April as Arab American Heritage Month in the City of Hyattsville.

Legal Review Required?

N/A

Summary Background:

Arab American Heritage Month has been celebrated nationally in April since 2017. This year's theme is: "Many voices, one community," which reflects the breadth of Arab American identities, while affirming the shared values that unite the community.

Next Steps:

Adopt the proclamation

Fiscal Impact:

N/A

City Administrator Comments:

Recommend support

Community Engagement:

Recognition throughout the City

Strategic Goals:

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

CITY OF HYATTSVILLE

PROCLAMATION

DECLARING APRIL 2026, AS ARAB AMERICAN HERITAGE MONTH IN THE CITY OF HYATTSVILLE

Arab American Heritage Month is an annual, recognition of Arab Americans' culture, heritage, achievements, and contributions to the United States.

WHEREAS, Arab American Heritage Month has been celebrated nationally in April since 2017, this year's theme is: "Many voices, one community," which reflects the breadth of Arab American identities, while affirming the shared values that unite the community.; and

WHEREAS, for over a century, Arab Americans have been making valuable contributions to virtually every aspect of American society: in medicine, law, business, education, technology, government, military service, culture; and

WHEREAS, since migrating to America, men and women of Arab descent have shared their rich culture and traditions with neighbors and friends, while also setting fine examples of model citizens and public servants; and

WHEREAS, they brought with them to America their resilient family values, strong work ethic, dedication to education, and diversity in faith and creed that have added strength to our great democracy; and

WHEREAS, the history of Arab Americans in the US. at times remains neglected or defaced by misconceptions, bigotry, and anti-Arab hate, which must be combated in the forms of education and awareness.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Hyattsville proclaim April 2026, as Arab American Heritage Month to celebrate the contributions Arab Americans have made to the City of Hyattsville and society at-large.

Robert Croslin
Mayor, City of Hyattsville

April 13, 2026



City Council
April 13, 2026

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

Item Title:
Appointment to the Race and Equity Task Force

Suggested Action:
I move the Mayor and Council approve the re-appointment of Nykia Clemonts (Ward 3) to the Race and Equity Task Force for a term of two (2) years to end on April 13, 2028.

Legal Review Required?
N/A

Summary Background:
See the attached application. The committee liaison will reach out about the next scheduled meeting.

Next Steps:
The committee liaison will reach out about the next scheduled meeting.

Fiscal Impact:
N/A

City Administrator Comments:
Recommend support.

Community Engagement:
Committee meetings are open to the public, and all are encouraged to attend. Agendas are posted to the City Website.

Strategic Goals:
Goal 1 – Ensure Transparent and Accessible Governance

City of Hyattsville Board, Committee, and Commission Application

04/07/2026 8:33 PM (EDT)



City of Hyattsville Board, Committee, and Commission Application

Application Date	04/02/2026
First Name	Nykia
Last Name	Clemonts
Preferred Pronouns	She, her, hers

Committee Stipend Program - Members Receive a Stipend of \$40 per Meeting Attended

Upon appointment to a committee, you are automatically enrolled into the stipend program but in order to receive your payment you must complete and submit a W-9 form. The W-9 form will be emailed to committee members upon confirmation of your appointment.

Please enter your address below.

Many, but not all, of our committees require residency within the incorporated City limits of Hyattsville. To check your residency status, please visit the map: [City Residency Map](#)

Committees that accept applications from individuals residing outside of the incorporated City limits are listed below:

- Audit Committee (a majority of the voting committee members must be residents of the City)
- Education Advisory Committee (at least 50% + 1 of sitting committee members must be residents of the City)
- Educational Facilities Task Force (up to one non-City resident appointment)
- Race and Equity Task Force (up to one-non City resident appointment)

What Ward do you live in?	Ward 3
City	Hyattsville
State	MD

Do you currently serve on this committee and are applying for re-appointment?	Yes
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Board/Committee of Interest - First Choice	Race and Equity Task Force
Board/Committee of Interest - Second Choice	Race and Equity Task Force

[Race and Equity Task Force](#)

Please select your ward from the drop down list below.	Ward 3
Referred By:	CM Michelle Lee

Please provide a brief background statement including why you want to serve on the committee/s for which you are applying. This statement may be posted on the City's website.	As Co-Chair of the City of Hyattsville’s Race and Equity Task Force, I am committed to continuing this important work because I believe deeply in its impact on our community. Over the past two years, I have had the privilege of serving alongside dedicated members to advance equity, foster inclusion, and elevate the voices of those who have historically been underrepresented. This work is both meaningful and necessary. I enjoy serving my community and value the opportunity to help shape policies and practices that promote fairness and belonging for all residents. While we have made progress, there is still more to be done. The mission of the Task Force is ongoing, and I am motivated to remain part of that journey—helping to build on our accomplishments and continue moving Hyattsville toward a more equitable future.
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Signature Date	04/07/2026
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City Council
April 13, 2026

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

Item Title:
Appointment to the Education Advisory Committee

Suggested Action:
I move the Mayor and Council approve the re-appointment of Vallorie Watson (Ward 1) to the Education Advisory Committee for a term of two (2) years to end on April 13, 2028.

Legal Review Required?
N/A

Summary Background:
See the attached summary. The committee liaison will reach out about the next scheduled meeting.

Next Steps:
The committee liaison will reach out about the next scheduled meeting.

Fiscal Impact:
N/A

City Administrator Comments:
Recommend support.

Community Engagement:
Committee meetings are open to the public, and all are encouraged to attend. Agendas are posted to the City's website.

Strategic Goals:
Goal 1 – Ensure Transparent and Accessible Governance

City of Hyattsville Board, Committee, and Commission Application

04/03/2026 11:48 AM (EDT)



City of Hyattsville Board, Committee, and Commission Application

Application Date	04/03/2026
First Name	Vallorie
Last Name	Watson
Preferred Pronouns	She, her, hers

Committee Stipend Program - Members Receive a Stipend of \$40 per Meeting Attended

Upon appointment to a committee, you are automatically enrolled into the stipend program but in order to receive your payment you must complete and submit a W-9 form. The W-9 form will be emailed to committee members upon confirmation of your appointment.

Please enter your address below.

Many, but not all, of our committees require residency within the incorporated City limits of Hyattsville. To check your residency status, please visit the map: [City Residency Map](#)

Committees that accept applications from individuals residing outside of the incorporated City limits are listed below:

- Audit Committee (a majority of the voting committee members must be residents of the City)
- Education Advisory Committee (at least 50% + 1 of sitting committee members must be residents of the City)
- Educational Facilities Task Force (up to one non-City resident appointment)
- Race and Equity Task Force (up to one-non City resident appointment)

City	Hyattsville
State	MD

Do you currently serve on this committee and are applying for re-appointment?	Yes
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Board/Committee of Interest - First Choice	Education Advisory Committee
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Board/Committee of Interest - Second Choice	Code Compliance Advisory Committee
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[Code Compliance Advisory Committee](#)

[Education Advisory Committee](#)

Please select your ward from the drop down list below.	Ward 1
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Referred By:	Emily Schab, Councilmember and Education Advisory Committee member
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Please provide a brief background statement including why you want to serve on the committee/s for which you are applying. This statement may be posted on the City's website.	I've worked as a Education support staff within the PG County School system for 14 years. Now retired I continue to volunteer for the PG County Fostergrand parent program wherein 2017 I received the PG County Volunteer of the year award for training Kindergarteners in Chillum Elementary school for online reading and math technology programs. I'm passionate about childhood education and learning skills which is tantamount for childhood future successes.
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Signature Date	04/03/2026
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City Council
April 13, 2026

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

Item Title:
Appointment to the Health, Wellness, and Recreation Advisory Committee

Suggested Action:
I move the Mayor and Council approve the re-appointment of Peter Stockus (Ward 4) to the Health, Wellness, and Recreation Advisory Committee for a term of two (2) years ending on April 13, 2028.

Legal Review Required?
N/A

Summary Background:
See the attached application. The committee liaison will reach out about the next scheduled meeting.

Next Steps:
The committee liaison will reach out about the next scheduled meeting.

Fiscal Impact:
N/A

City Administrator Comments:
Recommend support.

Community Engagement:
Committee meetings are open to the public, and all are encouraged to attend. Agendas are posted to the City's website.

Strategic Goals:
Goal 1 – Ensure Transparent and Accessible Governance



City of Hyattsville Board, Committee, and Commission Application

Application Date	04/09/2026
First Name	Peter
Last Name	Stockus
Preferred Pronouns	He, him, his

Committee Stipend Program - Members Receive a Stipend of \$40 per Meeting Attended

Upon appointment to a committee, you are automatically enrolled into the stipend program but in order to receive your payment you must complete and submit a W-9 form. The W-9 form will be emailed to committee members upon confirmation of your appointment.

Please enter your address below.

Many, but not all, of our committees require residency within the incorporated City limits of Hyattsville. To check your residency status, please visit the map: [City Residency Map](#)

Committees that accept applications from individuals residing outside of the incorporated City limits are listed below:

- Audit Committee (a majority of the voting committee members must be residents of the City)
- Education Advisory Committee (at least 50% + 1 of sitting committee members must be residents of the City)
- Educational Facilities Task Force (up to one non-City resident appointment)
- Race and Equity Task Force (up to one-non City resident appointment)

What Ward do you live in?	Ward 4
City	HYATTSVILLE
State	Maryland

Do you currently serve on this committee and are applying for re-appointment?	Yes
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Board/Committee of Interest - First Choice	Health, Wellness and Recreation Advisory Committee
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[Health, Wellness and Recreation Advisory Committee](#)

Please select your ward from the drop down list below.	Ward 4
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Please provide a brief background statement including why you want to serve on the committee/s for which you are applying. This statement may be posted on the City's website.

Third term on the committee, just going through the reapplication process

Signature Date

04/09/2026

City Council
April 13, 2026

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

Item Title:
Appointment to the Hyattsville Environment Committee

Suggested Action:
I move the Mayor and Council approve the re-appointment of Melissa Schweisguth (Ward 5) to the Hyattsville Environment Committee for a term of two (2) years ending on April 13, 2028.

Legal Review Required?
N/A

Summary Background:
See the attached application. The Committee liaison will reach out about the next scheduled meeting.

Next Steps:
The Committee liaison will reach out about the next scheduled meeting.

Fiscal Impact:
N/A

City Administrator Comments:
Recommend support.

Community Engagement:
N/A

Strategic Goals:
Goal 1 – Ensure Transparent and Accessible Governance

City of Hyattsville Board, Committee, and Commission Application

04/09/2026 7:25 PM (EDT)



City of Hyattsville Board, Committee, and Commission Application

Application Date	04/09/2026
First Name	Melissa
Last Name	Schweisguth
Preferred Pronouns	She, her, hers

Committee Stipend Program - Members Receive a Stipend of \$40 per Meeting Attended

Upon appointment to a committee, you are automatically enrolled into the stipend program but in order to receive your payment you must complete and submit a W-9 form. The W-9 form will be emailed to committee members upon confirmation of your appointment.

Please enter your address below.

Many, but not all, of our committees require residency within the incorporated City limits of Hyattsville. To check your residency status, please visit the map: [City Residency Map](#)

Committees that accept applications from individuals residing outside of the incorporated City limits are listed below:

- Audit Committee (a majority of the voting committee members must be residents of the City)
- Education Advisory Committee (at least 50% + 1 of sitting committee members must be residents of the City)
- Educational Facilities Task Force (up to one non-City resident appointment)
- Race and Equity Task Force (up to one-non City resident appointment)

What Ward do you live in?	Ward 5
City	Hyattsville
State	MD

Do you currently serve on this committee and are applying for re-appointment?	Yes
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Board/Committee of Interest - First Choice	Hyattsville Environment Committee
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[Hyattsville Environment Committee](#)

Please select your ward from the drop down list below.	Ward 5
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Referred By:	N/A - on committee
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Please provide a brief background statement including why you want to serve on the committee/s for which you are applying. This	Longtime engagement and interest in environmental protection and restoration. Strong interest in policy and community service.
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statement may be posted on the
City's website.

Signature Date

04/09/2026

City Council
April 13, 2026

Submitted by: Renee Harris

Submitting Department: Community, Business, and Economic Development

Agenda Section: Consent Items

Item Title:

Acceptance of the Maryland DHCD National Capital Strategic Economic Development Program Grant Agreement

Suggested Action:

I move the Mayor and Council accept the grant award of \$340,000 from the State of Maryland Department of Housing and Community Development to support The Sanctuary 9% Predevelopment project.

Legal Review Required?

Pending

Summary Background:

The primary purpose is to provide strategic investment in local housing and businesses to encourage healthy, sustainable communities with a growing tax base and enhanced quality of life; and focus on areas where modest investment and coordinated strategies will have an appreciable neighborhood revitalization impact.

Next Steps:

Fiscal Impact:

The FY2027 budget will include \$340,000 in funding for the Department of Community, Business, and Economic Development.

City Administrator Comments:

Recommend support

Community Engagement:

The grant will be instrumental in supporting establishing affordable housing for the community.

Strategic Goals:

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

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
NATIONAL CAPITAL STRATEGIC ECONOMIC DEVELOPMENT PROGRAM
GRANT AGREEMENT**

TABLE OF CONTENTS

AWARDEE: City of Hyattsville

AWARD ID#: NED-2026-Hyattsville-00027

PROJECT NAME: The Sanctuary 9% Predevelopment

- ☐ **National Capital Strategic Economic Development Program Grant Agreement**

- ☐ **Exhibit A NED-2026-Hyattsville-00027**
 - **Project Description, Project Address(es), Additional Information, and Special Conditions**

- ☐ **Exhibit B NED-2026-Hyattsville-00027**
 - **Project Budget**

- ☐ **Exhibit C NED-2026-Hyattsville-00027**
 - **Project Schedule**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
NATIONAL CAPITAL STRATEGIC ECONOMIC DEVELOPMENT PROGRAM
GRANT AGREEMENT**

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

RECITALS

- A. This Agreement is issued pursuant to §§6-701 through 6-710 of the Maryland Housing and Community Development Article (the "**Act**") and the regulations promulgated thereunder and set forth in COMAR 05.20.04 (the "**Regulations**"). The Act establishes the National Capital Strategic Economic Development Program (the "**Program**"). Capitalized terms not defined herein have the meanings set forth in the Regulations or the Act.
- B. The purpose of the Program is to:
 - 1. Provide strategic investment in local housing and businesses to encourage healthy, sustainable communities with a growing tax base and enhanced quality of life; and
 - 2. Focus on areas where modest investment and coordinated strategies will have an appreciable neighborhood revitalization impact.
- C. In reliance upon the representations and certifications contained in Grantee's Fiscal Year 2026 and 2027 application (the "**Application**"), the Department has approved an award of funds to Grantee to carry out a Program project, to be expended by Grantee in conformity with the requirements and provisions of the Act, the Regulations, the Department's Program Policy Guide, as amended from time to time (the "**Guide**"), and this Agreement.

AGREEMENT

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

1) National Capital Region Designation.

- a) The Project is located in a geographic area that has been designated by the Act as the National Capital Region (the “**Area**”).
- b) The Project will enhance and support the Grantee's neighborhood revitalization plan that includes community enhancement projects located within a geographic area that has been designated by the Smart Growth Subcabinet (as defined in §9-1406 of the State Government Article) as a Sustainable Community.

2) Grant.

- a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds in the amount of **Three Hundred Forty Thousand Dollars (\$340,000)** (the “**Grant**”) to be used for the purposes of funding the National Capital Strategic Economic Development Funds (NCSEDF) (the “**Project**”) described in Section 1 (the “**Project Description**”) of Exhibit A - NED-2026-Hyattsville-00027 to be carried out at the location(s) set forth in Section 2 (the “**Project Address(es)**”) of Exhibit A - NED-2026-Hyattsville-00027. Upon request by the Grantee, the Department, in its sole discretion, may allow a modification to the Project Description and/or the Project Address(es) by providing prior written notice to Grantee of such modification.
- b) Grantee agrees to use the Grant only for the approved Project and only in the approved Project Addresses within the approved Area. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act, the Regulations, the Guide, and this Agreement.
- c) The Project shall not include or support projects for which the principal use of the Project is one of the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.
- d) The Application may have included projects other than the Project. The approval of the Application, the Project, and the execution of this Agreement, are not to be construed as approval of any other projects described in the Application.
- e) The Grant is subject to and contingent upon the availability and allocation of sufficient State of Maryland (the “**State**”) funds to the Program.
- f) The Department may assess on to the Grantee an agreement processing and servicing fee (the “**APS Fee**”)

3) Expenditure of Grant Funds.

- a) All Grant funds shall be expended on or before the Completion Date (as defined in Section 4(b) of this Agreement).
- b) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit B - NED-2026-Hyattsville-00027 (the "**Project Budget**"). Grantee may transfer up to ten percent (10%) of the Grant funds between Project Budget line items without prior written approval of the Department, so long as (i) the line item to which Grant funds are transferred has already included some amount of the Grant allocated to it prior to such transfer by Grantee; and (ii) Grant funds allocated to the column for capital amounts may not be transferred to an operating expense line item and Grant funds allocated to the column for operating amounts may not be transferred to a capital expenditure line item. The Department, in its sole discretion, may allow additional transfers between Project Budget line items by providing prior written approval to Grantee of such transfers.
- c) Unless otherwise agreed to in writing by the Department, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Project by the first (1st) anniversary of the Effective Date.
- d) All costs incurred by Grantee before the Effective Date and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement.
- e) If, upon completion of the Project, there are cost savings and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.
- f) If Grantee is not a government agency (including a housing authority), Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal or other State agency, if applicable; or (ii) up to fifteen percent (15%) of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services. Notwithstanding the foregoing, Grantee may not use any portion of the Grant funds allocated to capital expenditures for reimbursement of indirect costs.

4) Commencement and Completion of the Project; Inspection during Construction or Rehabilitation; Changes.

- a) Grantee shall commence the Project on or prior to the date (the "**Commencement Date**") set forth in Exhibit C - NED-2026-Hyattsville-00027 (the "**Project Schedule**").
- b) Grantee shall complete the Project on or prior to the date indicated in the Project Schedule (the "**Completion Date**"). The Department, in its sole discretion, may extend the Completion Date by providing Grantee with prior written notice of such extension.

- c) If the Project involves capital construction or improvements, the Department, its agents and its employees shall be allowed to inspect the Project during construction or rehabilitation and upon completion.
 - d) The Department must approve in writing all changes to the Project Description, Project Schedule, Project Budget, or any other term of this Agreement, including modifications to the scope of work of the Project, modifications involving carrying out Project activities in a geographic area other than the Area, and modifications to the Completion Date.
 - e) Grantee shall ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits and licenses.
 - f) On or before the Completion Date, Grantee shall obtain any applicable certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project.
- 5) Conditions Precedent to Disbursement of the Grant.

The Department shall not disburse the Grant until Grantee has complied with the following conditions:

- a) If the Project is subject to review by the Maryland Historical Trust ("**MHT**"), then MHT or the Department's qualified staff has reviewed the Project for impact on historic properties and determined that the Project will have no adverse effect on historic properties. If MHT or the Department's qualified staff determines that the Project will have an adverse effect, the Department may decline to fund the portion of the Project that has been determined to have an adverse effect. If the Department proceeds with funding the portion of the Project that has been determined to have an adverse effect, Grantee agrees to enter into an agreement with MHT and the Department (the "**MHT Agreement**") and fulfill any obligations under the MHT Agreement to minimize or mitigate the adverse effect to the satisfaction of MHT and the Department. If the Department's determination that Grantee has satisfied its obligations to minimize or mitigate the adverse effect is contingent upon the Project meeting particular conditions, Grantee shall complete such conditions to the satisfaction of the Department.
 - b) The Maryland Building Codes Administration has approved any Project plans and specifications if the Department determines such approval is necessary.
 - c) For any Project that includes the acquisition, ownership, lease, rehabilitation, construction, operation, demolition or improvement of real property or improvements thereon (collectively and individually, the "**Property**"), Grantee shall not receive a disbursement of Grant funds until Grantee has submitted evidence acceptable to the Department of appropriate site control over the Property or authorization to proceed with the Project.
 - d) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction, including the satisfaction of any special conditions set forth on Exhibit A - NED-2026-Hyattsville-00027.
- 6) Other Funds.

- a) In addition to the Grant, Grantee may (i) be in the process of obtaining written commitments to receive other funds for the Project; (ii) have written commitments to receive other funds for the Project; or (iii) have already received other funds for the Project (collectively, the "**Other Funds**"). Other Funds shall be described by source, use and amount in the Project Budget.
 - b) Upon request, Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Other Funds. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Other Funds. In the event the Department determines, in its sole discretion, that all or any portion of the Other Funds are not available, are not going to be disbursed to Grantee for any reason, or that the Other Funds received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.
- 7) Disbursement of the Grant.
- a) After the Effective Date, the Department will disburse Grant funds to Grantee on a reimbursement basis as the Project progresses, unless the Department determines, in its sole discretion, that the nature of the Project warrants disbursement in advance for eligible costs anticipated to be incurred. The Department, in its sole discretion, may disburse funds for eligible costs incurred prior to the Effective Date.
 - b) Grantee shall submit a request for payment in a manner and form approved by the Department. A request for payment shall identify in detail all expenses incurred or anticipated to be incurred for which disbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses.
 - c) Requests for payment should be made allowing approximately thirty (30) days to receive the Grant funds. The request for payment shall not exceed the eligible costs incurred and shall be approved in writing by the Department.
 - d) The Department has the right to withhold disbursement of Grant funds if at any time the Department determines, in its sole discretion, that Grantee is not performing or completing the Project in a manner satisfactory to the Department. The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any request for payment.

8) Records, Inspections and Reports.

Section 8 shall survive the term of this Agreement.

a) Records.

- i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee's Board of Directors if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the "**Records**"). The Records shall be in a

form acceptable to the Department. Grantee shall retain the Records for three (3) years following the term of this Agreement.

- ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the term of this Agreement. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as the Department may determine to be necessary, in its sole discretion.
 - iii) Grantee shall cause to be maintained for the Department's inspection the books, accounts, and records of any contractors and subrecipients related to the Project for three (3) years following the term of this Agreement.
- b) Inspections. During the term of this Agreement and for a period of three (3) years following the term of this Agreement, Grantee shall permit the Department to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement.
- c) Reports.
- i) On January 1, April 1, July 1, and October 1 of each year, commencing on the Effective Date and continuing until the Department accepts the Final Report described in Section 8(c)(ii), Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the Department. The interim progress reports shall contain such information as the Department reasonably requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, benchmarks reached, and progress on the development of a community enhancement project. Grantee shall ensure that each interim progress report is received by the Department within ten (10) working days after the due date.
 - ii) Within forty-five (45) days after Grantee completes the Project, Grantee shall submit to the Department a final report (the "**Final Report**"), in a manner and form to be determined by the Department, that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain a disbursement report that lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report.
 - iii) If any portion of the Grant is secured by collateral for the benefit of the Department (the "**Collateral**") or is used to fund a loan to a subrecipient (a "**Loan**") and the Department maintains an interest in such Loan, Grantee shall submit annual reports, in a manner and form to be determined by the Department, for the term of this Agreement.
 - iv) In addition to the requirements set forth above, Grantee shall provide the Department with such additional records, reports, and other documentation as may be required by the Department.

9) Default and Remedies; Termination.

- a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement; (ii) the expenditure of Grant funds for any use other than as provided in the Project Budget or in the Project Description; (iii) the failure to commence or complete the Project by the dates set forth in the Agreement, or otherwise unsatisfactory performance or completion of the Project, in the Department's sole determination; (iv) Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets; (v) the failure to obtain the Other Funds if, in the Department's sole discretion, such failure would significantly impact the Project; (vi) a change in Grantee's staffing capacity that adversely affects Grantee's ability to carry out the Project, in the Department's sole discretion; (vii) failure to maintain good standing with the Maryland State Department of Assessments and Taxation; or (viii) a default by Grantee in any other agreement with the Department that remains uncured beyond any applicable notice and cure provisions therein.
- b) The Department shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Department shall have the right to terminate this Agreement immediately by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, the Department's right to terminate this Agreement shall be immediate without a notice and cure period.
- c) Grantee is responsible for curing any default resulting from fraud or misappropriation of the Grant.
- d) In the event of termination by the Department:
 - i) The Department may withhold disbursement of Grant funds and Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;
 - ii) The Department may demand repayment from Grantee of any portion of the Grant funds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings; and
 - iii) The Department, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings.
- e) In addition to exercising any or all of the rights and remedies contained in this Agreement, the Department at any time may proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.

- f) Grantee agrees to return unexpended Grant funds to the Department upon termination of the Agreement, whether the termination is due to default, completion of the Project, expiration of the Agreement, or for any other reason.

10) Grantee's Certifications.

Grantee certifies that:

- a) Grantee is a government agency, including a housing authority, with jurisdiction in the Area, or a Community Development Organization and has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
- b) This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement, the valid and legally binding act and agreement of Grantee.
- c) Regarding conflicts of interest:
 - i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an “**Interested Person**”), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant.
 - ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, must not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting.
 - iii) Grantee shall establish and follow a written conflict of interest policy (the “**Conflict of Interest Policy**”) that, at a minimum, must include the requirement set forth in Section 10(c)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee’s Conflict of Interest Policy.
- d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.
- e) Prior to commencement of the Project, Grantee has obtained or will obtain all federal, State, and local government approvals, permits, and licenses that may be required to accomplish the Project and the scope of work.
- f) Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities. Grantee shall require the Business to certify that it is not the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.
- g) If Grantee is not a Local Government, Grantee makes the following certifications:

- i) Grantee is in good standing with the Maryland State Department of Assessments and Taxation and shall provide evidence of such status upon request.
- ii) Grantee is in compliance with §19-106 of the Business Regulation Article and COMAR 24.01.07 (together, the “**Corporate Diversity Act**”) and has provided the Department with (1) an affidavit (“**Affidavit**”) attesting that Grantee is not required to submit the corporate diversity addendum (the “**Addendum**”) described by the Corporate Diversity Act; or (2) an Affidavit and Addendum that certifies Grantee meets at least thirty-three percent (33%) of the diversity indicators listed in the Addendum. Grantee shall keep complete and accurate records supporting the facts in the Addendum or the Affidavit, as applicable, for a period of five (5) years from the date of this Agreement. If any representation made by Grantee in the Addendum or the Affidavit is false when made, the Department may cancel the Grant in whole or in part, require repayment of the Grant, or seek any other remedy available by law. Capitalized terms used in this paragraph but not defined in the Agreement shall have the meanings set forth in the Corporate Diversity Act.
- iii) Grantee is in compliance with the Maryland Solicitations Act under Maryland Code, Business Regulation, §6-101, et seq (the “**Solicitations Act**”), including maintaining its registration as a charitable organization with the Office of the Secretary of State if required by the Solicitations Act, and shall provide the Department evidence of such compliance. Grantee understands the repercussion of not complying with this section, and that the Department is not responsible for Grantee’s failure to comply with the Solicitations Act.
- iv) Grantee must certify they are in compliance with all State requirements, they are registered to do business in the State, and if applicable are a nonprofit entity as defined in the Act and Regulation.

11) Environmental Certification and Lead Paint.

In connection with the ownership, lease, rehabilitation, construction, operation or demolition of the Property:

- a) Grantee represents, warrants, and covenants that, other than as disclosed to the Department in writing prior to the Effective Date, there are no known hazardous materials located on the Property, that it will not cause or knowingly allow any hazardous materials to be placed on the Property, that it will carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may be placed on the Property, and that to the best of its knowledge the Property is in compliance with all applicable federal and State environmental laws and regulations. De minimis amounts of household cleaning supplies, office supplies and petroleum-based products used in the ordinary course of operating the Property and which are stored and disposed of in accordance with applicable laws are not considered hazardous materials.
- b) Grantee covenants that it shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of lead paint from the Property.

12) Liability. Grantee releases the Department from, agrees that the Department shall not have

any liability for, and agrees to protect, indemnify, and save harmless the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against the Department, as a result of or in connection with the Project or the Property, except for the gross negligence or willful misconduct of the Department. This Section shall survive the term of this Agreement.

- 13) Indemnification. Grantee agrees that all costs incurred by the Department as a result of the liabilities, suits, actions, claims, demands, losses, expenses, or costs, as described in Section 12 of this Agreement, including reasonable attorneys' fees, shall be immediately and without notice due and payable by Grantee to the Department except for claims arising solely from the Department's willful misconduct or gross negligence. Grantee's obligation to indemnify the Department shall include costs incurred as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify the Department shall survive the term of this Agreement. If Grantee is a government agency, including a housing authority, any indemnification or other obligation to reimburse or compensate the Department provided by the Grantee pursuant to this Agreement exists only to the extent permitted by law and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq; Md. Code Ann. Local Gov't §9-201, 9-202; and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509, all as amended from time to time, and is not to be deemed as a waiver of any immunity that may exist in any action against a local government for its officers, agents, volunteers and employees.

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

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

vii) The Americans with Disabilities Act of 1990, as amended.

15) Non-Sectarian Certifications.

- a) Other than as disclosed to the Department in writing, Grantee certifies that no part of the Grant funds, no part of the Project, and no part of the Property shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.
- b) Grantee certifies that it will provide services of the Project to clients on a nondiscriminatory basis, including (but not limited to) the provision of services without regard to the creed, religion, or religious affiliation of the clients.

16) Insurance.

- a) Grantee shall maintain or shall cause to be maintained property and commercial general liability insurance coverages on the Project and Property both during and after construction or rehabilitation, and if necessary, Grantee shall pay the expense of such insurance.
- b) Grantee shall determine whether the Property is located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development. If the Property is located in a 100-year flood plain, Grantee shall require flood insurance coverage, and if necessary, Grantee shall pay the expense of such insurance.
- c) Grantee shall require, or shall cause any subrecipients to require, the general contractor to provide general contractor's insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the form and amounts satisfactory to the Department.
- d) Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.
- e) To the extent required by the Department, insurance coverage for each Local Project shall be in force prior to the disbursement of the Grant funds for such Local Project and shall contain terms and coverages satisfactory to the Department.
- f) To the extent required by the Department, Grantee shall submit to the Department an ACORD insurance certificate naming the Department and the Grantee as lender's loss payable and additional insured.
- g) To the extent required by the Department, ACORD insurance certificates shall provide for notification to the Department and Grantee prior to Project-related cancellation of any insurance policies.

h) If Grantee is a government agency, including a housing authority, or is otherwise approved by the Department, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program by providing written confirmation of such insurance satisfactory to the Department.

17) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

a) Communications to the Department shall be mailed to:

Department of Housing and Community Development
Division of Neighborhood Revitalization
7800 Harkins Road
Lanham, Maryland 20706
Attention: National Capital Strategic Economic Development Fund

with a copy to:

Office of the Attorney General
7800 Harkins Road
Lanham, Maryland 20706
Attention: Division of Neighborhood Revitalization

b) Communications to Grantee shall be mailed to:

City of Hyattsville
4310 Gallatin Street
Hyattsville, MD 20781
Attention: Jeff Ulysse

18) Amendment. Other than modifications that are explicitly identified in this Agreement as modifications the Department may approve by providing written notice to the Grantee, this Agreement may not be amended except by a written instrument executed by the Department and Grantee.

19) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

20) Electronic Signature. The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, “electronic signature” shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement.

21) Assignment. This Agreement may not be assigned without the prior written approval of the

Department.

- 22) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
- 23) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State without regard to conflict of laws provisions.
- 24) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the Effective Date and shall continue in full force and effect until the later of (a) the Department close out of the Project in accordance with its procedures for closing out projects; (b) the final satisfaction of any Loan proceeds or obligations regarding any Collateral; or (c) the expiration of the period of time the Department requires a particular use of the Property, if any such restriction is set forth on Exhibit A - NED-2026-Hyattsville-00027. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.
- 25) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 26) Delay Does Not Constitute Waiver. No failure or delay of the Department or the Grantee to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department or the Grantee from exercising any right, power or remedy at any later time or times.
- 27) Technical Assistance. If the Project is not being completed or performed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior to the Department declaring a default, the Department may require that Grantee accept technical assistance the Department determines is necessary for the Project to proceed in a manner acceptable to the Department.
- 28) Department's Signs. If required by the Department, Grantee agrees to display one or more signs identifying the Project as a recipient of financial assistance under the Program if the Department furnishes such sign(s). Grantee shall be responsible for the installation of the signs. In the event that a license, permit, or other permission is required from a local jurisdiction in order to display said signs, Grantee agrees to pay all requisite license or permit fees.
- 29) Ceremonies. In the event that Grantee holds any ribbon-cutting, dedication, or ground-breaking ceremonies, or any other similar event to commemorate the Project, Grantee shall send notice of such event to the Department as soon as is practicable in order to allow the Department the option of sending a representative to attend the ceremony.

- 30) Notice Regarding Disclosure of Information Relating to the Project. The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. The Department is also required to disclose information in response to a request for information made pursuant to the Public Information Act, §4-101 et seq. of the General Provisions Article, Annotated Code of Maryland (the “PIA”). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee.

Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure, the location of such information (for example, document name) and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee’s statement when responding to a request made pursuant to the PIA.

- 31) Authority to Sign. Each person signing this Agreement on behalf of the Grantee represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Grantee authorizing such signature.

- 32) **CONFESSION OF JUDGMENT. IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT (THE “HOLDER”), AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON.**

THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR

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

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

THIS SECTION 32 SHALL NOT APPLY TO GOVERNMENT AGENCIES.

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

WITNESS/ATTEST:

CITY OF HYATTSVILLE

By: _____

Name: Robert Croslin

Title: Mayor

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

By: _____

Name: Jacob R. Day

Title: Secretary

Date Executed on behalf of the
Department/Effective Date

Approved for form and
Legal sufficiency

Assistant Attorney General

Exhibits:

Exhibit A - Project Description, Project Address(es), Additional Information, and Special
Conditions

Exhibit B - Project Budget

Exhibit C - Project Schedule

EXHIBIT A – NED-2026-Hyattsville-00027

**PROJECT DESCRIPTION, PROJECT ADDRESS(ES), ADDITIONAL INFORMATION,
AND SPECIAL CONDITIONS**

Project Name:

The Sanctuary 9% Predevelopment

1. Project Description:

Acquisition, architectural and engineering for the predevelopment of 50 apartment homes for low-income households.

2. Project Address(es):

6201 Belcrest Road, Hyattsville, MD 20782.

3. Additional Information:

N/A.

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

Refer to Exhibit B.

5. Special Conditions:

Awarded funds will not be disbursed until site control is obtained and verified by the Department.

EXHIBIT B – NED-2026-Hyattsville-00027**PROJECT BUDGET****Project Name:**

The Sanctuary 9% Predevelopment

	AWARD FUNDS		OTHER SOURCES OF FUNDS			
USE OF FUNDS BY ACTIVITY	Capital Amount	Operating Amount	Applicant's Contribution	Name(s) of Other Source(s)	Other Source Amount	TOTALS BY ACTIVITY
Site Pre-Dev: Acquisition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Arch/Eng Design	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Demolition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Infrastructure	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Stabilization	\$0	\$0	\$0		\$0	\$0
Site Dev: New Construction	\$0	\$0	\$0		\$0	\$0
Site Dev: Rehabilitation/ Renovation	\$0	\$0	\$0		\$0	\$0
Operations: Studies and Planning	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (Cash)	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (In-Kind)	\$0	\$0	\$0		\$0	\$0
Other: Acquisition, A&E	\$340,000	\$0	\$0		\$0	\$340,000
TOTALS:	\$340,000	\$0	\$0		\$0	\$340,000

Total Award: \$340,000**Total Project Cost: \$340,000**

EXHIBIT C – NED-2026-Hyattsville-00027

PROJECT SCHEDULE

Project Name:

The Sanctuary 9% Predevelopment

Activity Start Date	Activity End Date	Description of Activity (100 characters or less)
01/01/2026	04/01/2026	Commencement Date
05/01/2026	05/01/2028	Acquisition, A&E, permitting and construction
06/01/2028	06/30/2028	Completion Date
07/01/2028	08/15/2028	Final Report Due Date (45 Days after Completion)

City Council
April 13, 2026

Submitted by: Chloe Kauffman, Jeff Ulysse

Submitting Department: Community, Business, and Economic Development

Agenda Section: Consent Items

Item Title:

MDOT Bikeways Network Grant Program

Suggested Action:

I move the Mayor and Council to accept the grant award of \$64,000 from the Maryland Department of Transportation's Kim Lamphier Bikeways Network Program, to support the expansion of bicycle infrastructure.

Legal Review Required?

Pending

Summary Background:

The City of Hyattsville was awarded funding through the MDOT Kim Lamphier Bikeways Network Program to support the expansion of bicycle parking infrastructure at strategic locations throughout the City. This project will fund the purchase and installation of bicycle racks at parks, schools, transit corridors, civic destinations, and commercial areas. Prior City analysis found that existing bicycle parking infrastructure is largely concentrated in commercial areas, while several parks and school locations lack adequate bicycle parking access. Execution of the grant agreement is required before the City may incur reimbursable project costs.

Next Steps:

City to enter into the grant agreement.

Fiscal Impact:

The project is funded through a combination of State grant funds and City matching funds.

MDOT Grant Funding: \$64,000

City Matching Funds: \$16,000

Total Project Budget: \$80,000

Grant funds will be reimbursed to the City following submission of eligible expenses and required documentation.

City Administrator Comments:

Recommend support.

Community Engagement:

A community engagement session will be held prior to the finalization of new bike rack sites.

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community



Memorandum

To: Mayor and City Council

From: Daniel Mears, Community Development Specialist

Date: April 7, 2026

Re: Authorization to Execute MDOT Bikeways Grant Agreement — Citywide Bike Rack Expansion Project

Purpose

The purpose of this memorandum is to request authorization from the Mayor and City Council to execute a grant agreement with the Maryland Department of Transportation (MDOT) for the Citywide Bike Rack Expansion for Equitable Multimodal Connectivity project.

A copy of the proposed grant agreement is attached for Council review.

Background

The City of Hyattsville was awarded funding through the MDOT Kim Lamphier Bikeways Network Program to support the expansion of bicycle parking infrastructure at strategic locations throughout the City.

This project will fund the purchase and installation of bicycle racks at parks, schools, transit corridors, civic destinations, and commercial areas. Prior City analysis found that existing bicycle parking infrastructure is largely concentrated in commercial areas, while several parks and school locations lack adequate bicycle parking access.

Execution of the grant agreement is required before the City may incur reimbursable project costs.

Requested Action

Staff requests that the Mayor and City Council authorize the City Administrator to execute the grant agreement between the City of Hyattsville and the Maryland Department of Transportation for the Citywide Bike Rack Expansion.

Fiscal Impact

The project is funded through a combination of State grant funds and City matching funds.

- MDOT Grant Funding: **\$64,000**
- City Matching Funds: **\$16,000**
- **Total Project Budget: \$80,000**

Grant funds will be reimbursed to the City following submission of eligible expenses and required documentation.

Project Timeline

The project will be completed in phases following execution of the grant agreement. Major milestones include:

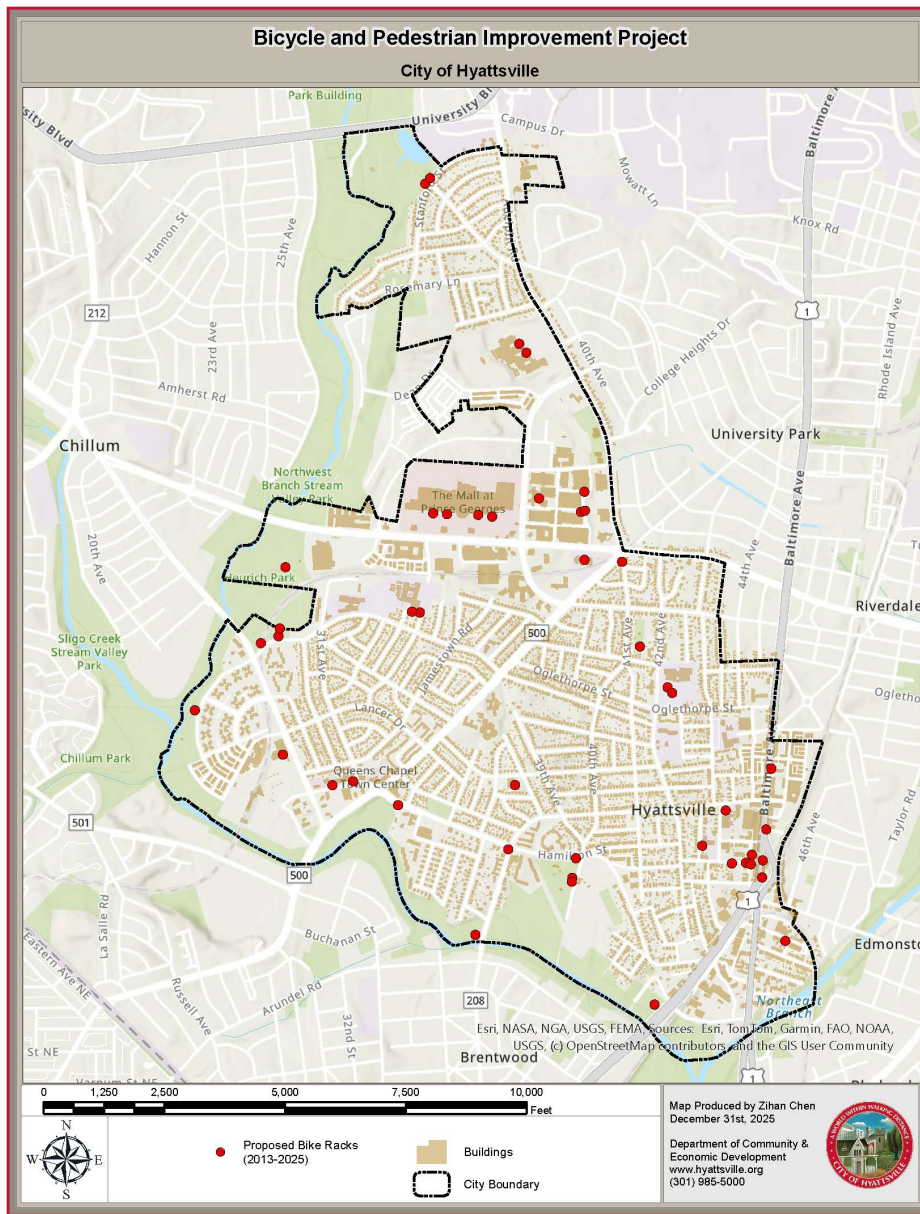
- **Spring–Summer 2026:** Execute grant agreement and initiate project planning
- **Summer–Fall 2026:** Finalize proposed rack locations and conduct community coordination
- **Fall–Winter 2026:** Procure bicycle racks and installation services
- **Winter–Spring 2027:** Install bicycle racks at approved locations
- **Summer 2027–June 2028:** Project closeout and reimbursement

All reimbursable work must be completed prior to the grant termination date of **June 30, 2028**, unless extended by MDOT.

Proposed Installation Locations

Proposed bicycle rack locations have been identified across multiple areas of the City, including parks, schools, transit corridors, civic destinations, and commercial centers. These locations reflect preliminary planning and will be refined through additional coordination and public engagement.

Figure 1 — Proposed Bicycle Rack Locations



The map illustrates proposed rack locations distributed across the City boundary, with emphasis on improving access to parks, schools, and activity centers. Final locations will be confirmed during the project planning phase.

GRANT AGREEMENT

BY AND BETWEEN

THE MARYLAND DEPARTMENT OF TRANSPORTATION

AND

THE CITY OF HYATTSVILLE, MARYLAND

THIS GRANT AGREEMENT executed electronically and entered into this day _____, by and between the Maryland Department of Transportation (“Department” or “MDOT”) and the City of Hyattsville, Maryland (“Grantee”).

WITNESSETH:

WHEREAS, the Department has programmed in the FY 2026-2031 Consolidated Transportation Program-2026 State Report on Transportation a total of Twenty Three Million Six Hundred Forty Nine Thousand Five Hundred and Seventeen Dollars (\$23,649,517) for the Maryland Kim Lamphier Bikeways Network Program (“Program”);

WHEREAS, the Department budgeted within the Program Sixty-Four Thousand Dollars (\$64,000) for the Citywide Bike Rack Expansion for Equitable Multimodal Connectivity, a minor retrofit project described as the purchase and installation of new bike parking at a variety of strategic locations (the “Project”);

WHEREAS, pursuant to Section 2-602 of the Transportation Article of the Annotated Code of Maryland, it is in the public interest for the State of Maryland to include enhanced transportation facilities for pedestrians and bicycle riders as an essential component of the State’s transportation system;

WHEREAS, the Maryland Kim Lamphier Bikeways Network Program was established and approved by the General Assembly to provide state transportation funding to support and expedite projects that improve bicycle transportation in the State;

WHEREAS, the Grantee has committed a matching fund contribution of up to Sixteen Thousand Dollars (\$16,000) (“Matching Fund Contribution”) to the Project;

WHEREAS, the total Project cost estimate (“Estimate”) as set forth in the Grantee’s grant application and accepted by MDOT is Eighty Thousand Dollars (\$80,000)

WHEREAS, the Project will support multimodal transportation goals by enhancing accessible bike parking with high-capacity, durable bike racks at a variety of destinations;

WHEREAS, the Project is consistent with the Approved Sector Plan and SMA for the Prince George’s County Gateway Arts District, Hyattsville Transportation Study, and Speak Up HVL: The 2017 - 2021 Community Sustainability Plan;

WHEREAS, the Grantee will assume all maintenance and operating costs associated with the Project when it is completed;

WHEREAS, the Project is a valuable component of Maryland's transportation system;

WHEREAS, the Department has supported similar projects in various locations in the State;

WHEREAS, the Department and the Grantee agree that the Project will benefit the parties to this Agreement and will promote the safety, health, and general welfare of the citizens of the State of Maryland;

WHEREAS, Section 2-103(i) of the Transportation Article of the Annotated Code of Maryland (2015 Replacement Volume, as amended and supplemented), authorizes the Secretary of Transportation, to the extent permitted by the State budget, to make grants-in-aid to any person, including political subdivisions of the State of Maryland, for any transportation related purpose;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are re-affirmed and incorporated herein by reference.
2. The Department hereby grants to the Grantee a sum not to exceed Sixty-Four Thousand Dollars (\$64,000) ("Grant") to be used by the Grantee for the completion of the Project. The Grantee shall be responsible for all work in connection with the Project, including the following:
 - a. The purchase and installation of high-capacity, durable bike racks at transit stops, commercial corridors, civic buildings, parks, and mixed-use neighborhoods;
 - b. Provide opportunities for community input on recommendations;
 - c. Submit draft 65% plans to MDOT Kim Lamphier Bikeways Network Program for review and comment prior to finalizing plan;
 - d. Preparation of quarterly status reports and a final report, as requested by the Department; and
 - e. Monitoring and supervising the compliance with all provisions in this Agreement.
3. Notwithstanding anything to the contrary herein, the maximum amount payable by the Department under this Grant Agreement shall be the lesser of \$64,000 or 80% of the Project's total cost and the maximum amount of the Matching Fund Contribution payable by the

County under this Grant Agreement shall be the lesser of \$16,000 or 20% of the Project's total cost.

4. The Project shall be consistent with relevant design standards and guidelines, including 2012 American Association of State Highway and Transportation Officials (AASHTO) Bicycle Design Guidelines, the Association of Pedestrian and Bicycle Professionals Bicycle Parking Guidelines, the Maryland Manual of Uniform Traffic Control Devices, and the Access Board Advance Notice of Proposed Rulemaking (ANPRM) on Accessibility Guideline for Shared Use Paths.

5. The Grantee shall engage a professional engineer, registered in the State of Maryland, for design services on the Project. The Grantee shall provide to the Department draft design plans for review and comment and final design plans for the Project record. Notwithstanding anything to the contrary herein, the Grantee shall have final rights of approval.

6. Prior to commencement of work on the Project, the Grantee shall require all contractors and subcontractors to secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland, the following insurance coverages:

- a. commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence, such insurance to name the Grantee, the Department and all respective agencies, officers, official and employees as additional insureds on a primary and non-contributory basis and for ongoing and completed operations;
- b. automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
- c. workers compensation coverage meeting all statutory requirements.

This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The Grantee shall evidence limits of insurability for general liability coverage in an amount of \$800,000 aggregate and \$400,000 each occurrence. The Grantee shall have the right to self-insure. These are the maximum limits of liability for which the Grantee's Self-Insurance Program is responsible, as determined by Section 5-301 *et seq.* of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, also known as the "Local Government Tort Claims Act."

The Department and its agencies, officers, and employees shall be endorsed on the commercial general liability policies, including any excess policies (to the extent applicable), as an additional insured. Coverage will be primary and noncontributory with any other insurance and self-

insurance. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice to the Department. Certificates of insurance shall be provided to the Department upon request. All endorsements shall be provided as soon as practicable. Failure to provide insurance as required in this Agreement is a material breach of contract entitling the Department to terminate this Agreement.

7. The Grant represents the maximum financial liability of the Department under this Agreement subject to, limited by and contingent upon the appropriation and availability of funds, as well as the types of liabilities, damage caps, and notice requirements stated in the Maryland Torts Claims Act (“MTCA”) currently found at the State Government Article, Section 12-101 *et seq.* of the Maryland Annotated Code.

8. The parties agree that the Grantee will utilize the Grant for the Project in conjunction with other funds it has obtained from funding sources other than the Maryland Bikeways Program to complete the Project.

9. The Grantee shall maintain facilities and equipment funded through this Grant for the duration of their useful life, and in any event not less than five years. At the request of the Department, the Grantee shall refund expenditures paid by the Department if Project facilities and equipment are not so maintained.

10. The Grantee may use funds only for costs incurred in connection with the Project. Payment of the Grant by the Department shall be made on a reimbursable basis upon the Grantee’s submission of invoices for such payment, subject to the following conditions.

All invoices for payment shall include:

- (a) actual expenditures incurred by the Grantee in connection with the Project;
- (b) a certification by the Grantee that all costs charged to the Project are in connection therewith and supported by properly executed records, vouchers, invoices or contracts evidencing the nature and propriety of the charges.

Invoices/requests for reimbursement will be submitted not more frequently than once per month (30 days). Invoices/requests for reimbursement will be reviewed by MDOT to determine (a) that the indicated costs are allowable hereunder and (b) that the invoiced work contributes directly to the accomplishment of the Project. Failure to meet these conditions will result in disallowed costs that will be deducted from the authorized appropriated amount. Payment shall be made by the Department to the Grantee within thirty (30) days of the Department’s receipt and approval of the invoice and accompanying certifications. The final invoice may not be paid until documentation of the Matching Fund Contribution and the final report is submitted. No Project costs incurred prior to the execution of this Agreement will be reimbursed.

11. The Grantee shall comply with all applicable Federal, State and local laws in expending Grant funds and in carrying out the Project, including compliance with the Americans

with Disabilities Act of 1990, particularly as it relates to public meetings held in connection with the Project.

12. The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or on **June 30, 2028**, whichever is sooner. All work on the Project that is reimbursable under this Grant must be completed and all invoices/requests for reimbursement must be submitted by the Grantee before the grant termination date. Any invoices/requests for reimbursement submitted after the grant termination date will be identified as a disallowed cost and not processed for payment by MDOT. At its discretion, the Department may elect to extend the term of the Grant by up to six months, upon written notice by MDOT.

13. The Department reserves the right to suspend or terminate all or part of the financial assistance herein provided and to terminate this Agreement, in whole or in part, if:

- (a) the Grantee breaches or fails to fulfill any of the terms of this Agreement;
or
- (b) funds are not appropriated by the General Assembly of Maryland to fund this Grant.

The Grantee acknowledges and agrees that funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the General Assembly and that, except as otherwise provided for herein, the Department shall not be liable for any breach of this Agreement due to the absence of an appropriation. Termination of this Agreement will not invalidate obligations properly incurred by the Grantee prior to the date of termination if such obligations are unable to be canceled. The acceptance of a remittance from the Department of any or all funds, or the closing out of the Department's financial participation under this Agreement, shall not constitute a waiver of any claim that the Department may otherwise have against the Grantee arising out of this Agreement. If, upon termination of this Agreement, it is determined by the Department that funds are due to the Department, the Grantee shall promptly remit such amount to the Department within forty-five (45) days following written notification to the Grantee from the Department. The Grantee's agreement to remit any excess Grant funds to the Department shall survive the termination of this Agreement.

In addition to the Department's remedies under this Section, the Department may proceed to protect and enforce all rights available to it, by suit in equity, action in law or by any other appropriate proceedings, any or all of which may be exercised contemporaneously with each other and all of which rights and remedies shall survive the termination of this Agreement.

14. The Grantee shall maintain separate and complete accounting records that are consistent with generally accepted accounting procedures and accurately reflect all income and expenditures of Grant funds for the Project. Grantee accounting records shall be maintained for a period of three (3) years after the termination of this Agreement. The records of the Grantee must be in sufficient detail to determine the nature of the costs incurred and/or expenditures made by the Grantee for the Project.

15. The Department reserves the right to perform interim and final audits of the Grant provided for under this Agreement. Any final audit shall commence within three (3) years of the expiration or earlier termination of this Agreement. In connection with any audit undertaken hereunder, the Grantee shall provide access to all records with respect to the Project. Following the completion of any audit undertaken hereunder, the Grantee shall refund to the Department within forty-five (45) days following notification by the Department any Grant payments that are found to be unsupported by acceptable accounting records or not expended in accordance with the terms of this Agreement. The Grantee's covenant to repay any excess Grant payments shall survive the expiration or earlier termination of this Agreement.

16. This Agreement may be modified only by written instrument, executed by the Department and the Grantee, except for the Grant extension pursuant to paragraph 12.

17. The Grantee shall, to the extent permitted by law, defend, indemnify, and hold harmless the Department, its officers, agents, and employees, from any and all claims, demands, suits, causes of action, liability, damages, losses, costs and expenses (including reasonable attorneys' fees) of whatsoever nature, including, without limitation, those arising on account of any injury or death of persons or damage to property, caused by, arising out of, or resulting from any and all services and activities performed by the Grantee or its employees, agents, subcontractors, or consultants relating to the Project and this Agreement. The Grantee's indemnification obligations under this paragraph are provided to the extent permitted by and subject to the provisions of the Maryland Local Government Tort Claims Act, Sections 5-301 et seq. of the Courts and Judicial Proceedings Article, Annotated Code of Maryland and subject to the appropriation of funds. The foregoing indemnification is not to be deemed as a waiver of any immunity that may exist in any action against the Grantee or its officers, agents, volunteers and employees.

18. It is understood and agreed that the sole obligation of the Department is the payment to the Grantee the sum of money specified in Section 2 of this Agreement.

19. All payments hereunder by the Department to the Grantee are subject to the budgetary and appropriation requirements of Section 3-216(d)(2) of the Transportation Article of the Annotated Code of Maryland, (2015 Replacement Volume, as amended and supplemented).

20. No right, benefit or advantage inuring to the Grantee under this Agreement may be assigned and no burden imposed on the Grantee hereunder may be delegated or assigned without the prior written approval of the Department.

21. The parties hereby agree that this Agreement shall be construed in accordance with the law of the State of Maryland.

22. As an inducement to the Department to make the Grant, the Grantee hereby certifies to the Department that:

- (a) any resolution, ordinance or other action which may be required by local law has been introduced and adopted, passed, enacted or taken as an official act of the Grantee's governing body, authorizing the execution and

delivery of this Agreement by the Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Grantee;

- (b) no officer or employee of the Grantee, or its designees or agents, no consultants, no member of the Grantee's governing body, and no other public official of the Grantee, who exercises any functions or responsibilities over the Project or the Grant shall have or obtain a personal or financial interest or benefit from any activity in connection with the Project or Grant or have an interest in any contract, subcontract or agreement with respect therewith;
- (c) the Grantee is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

23. The Department and the Grantee certify that they prohibit, and covenant that they will continue to prohibit, discrimination on the basis of:

- (a) age, ancestry, color, creed, marital status, national origin, race or religious or political affiliation, belief or opinion, or sexual orientation;
- (b) sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- (c) the physical or mental disability of a qualified individual with a disability.

Upon the request of the other party, the Department and the Grantee will submit to the other party information relating to its operating policies and procedures with regard to age, ancestry, color, creed, marital status, mental or physical disability, national origin, race, religious or political affiliation, belief or opinion or sex or sexual orientation.

24. The Department and the Grantee shall comply with the State's policy concerning drug and alcohol-free workplaces, as set forth in Executive Order 01.01.1989.18 and COMAR 21.11.08, and must remain in compliance throughout the term of this Agreement.

25. It is specifically agreed between the Department and the Grantee that it is not intended by any of the provisions of this Agreement to create in any public entity, or any member thereof, or in any private entity third party beneficiary status in connection with the performance of the obligations herein.

26. If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction:

- (a) such provision shall be fully severable;

- (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and
- (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

27. This Agreement may be executed in several identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement.

28. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and, to the extent an assignment has been approved pursuant to Section 20 of this Agreement, their assigns.

29. This Agreement may be executed in counterparts; all such counterparts will be deemed one agreement. This agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature will constitute an original for all purposes without delivery of an original signature being thereafter required.

30. Each notice, invoice, demand, request, consent, approval, disapproval, designation or other communications between the parties, to the extent required to be in writing shall be made by United States Postal Mail to the following:

In the case of MDOT:

Kandese Holford, Director
Office of Active Transportation
and Micromobility
7201 Corporate Center Drive
Hanover, MD 21076

In the case of the Grantee:

Jeff Ulysse, Director of Community
Business and Economic Development
City of Hyattsville
4310 Gallatin Street
Hyattsville, MD 20781
julyusse@hyattsville.org
(240) 610-8004

The next page is the signature page

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

MARYLAND DEPARTMENT OF TRANSPORTATION

WITNESS:

_____	By: _____	_____
	Kathryn B. Thomson	Date
	Acting Secretary	

FUNDS AVAILABLE:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____	_____
Octavia Butler, Chief Financial Officer	W. Todd Ensminger, Assistant Attorney General
Office of Finance	Maryland Department of Transportation

CITY OF HYATTSVILLE, MARYLAND

WITNESS:

_____	By: _____	_____
	Name	Date
	Title	

APPROVED FOR SUFFICIENCY OF FUNDS:

_____	_____
-------	-------

APPROVED FOR FORM AND LEGAL SUFFICIENCY

City Council
April 13, 2026

Submitted by: Quianna Taylor
Submitting Department: City Clerk
Agenda Section: Consent Items

Item Title:
Disbursement of Ward 3 Discretionary Funds

Suggested Action:
I move the Mayor and Council authorize the disbursement of Ward 3 discretionary funds in the amount of \$169.59 to Council Vice President Kareem Redmond as reimbursement for community outreach materials.

Legal Review Required?
N/A

Summary Background:
Council Vice President Redmond purchased a reusable vinyl banner to be used at community outreach events by Ward 3 Councilmembers.

Next Steps:
Disbursement of funds

Fiscal Impact:
\$169.59 from Ward 3 discretionary funds

City Administrator Comments:
Recommend support.

Community Engagement:

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

Thank you for your order.

Updates will be sent to elumbreras@hyattsville.org. For updates, visit [order history](#).

Order number: VP_SBZX2NDZ
Order date: March 26th 2026

[Print order details](#)

[Get personalized ideas](#)

 VistaPrint x Yelp Purchase Offer

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Ad



Shipping method	Shipping address	Billing address	Payment method	
Economy Estimated arrival Apr 9th	Kareem Redmond [redacted] Hyattsville, Maryland 20782-2096 United States of America Change	Kareem Redmond [redacted] Hyattsville, Maryland 20782-2096 United States of America [redacted]	 Amex [redacted]	\$169.59

Items



Retractable Banners
Quantity: 1

Order placed

Expected delivery: Thursday, Apr 9

[Check status](#)

Order summary

Subtotal	\$159.99
Savings	-\$0.00
Shipping: Economy	FREE
Tax	\$9.60
Total paid	\$169.59

Selected options

Item total \$159.99



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City Council
April 13, 2026

Submitted by: Quianna Taylor
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 \$500 of Ward 1 discretionary funds to the Hyattsville Community Development Corporation (HyCDC) to support Trolley Trail Day engagement activities.

Legal Review Required?
N/A

Summary Background:
The HyCDC is a host for Trolley Day, which will take place on June 13, 2026. These funds will be used to support the event, which is held annually to encourage residents to travel the Trolley Trail and experience the different communities it connects.

Next Steps:
Approval of Disbursement

Fiscal Impact:
\$500 to be allocated from Ward 1 FY26 Discretionary Funds

City Administrator Comments:
Recommend support.

Community Engagement:
N/A

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

City Council
April 13, 2026

Submitted by: Dealon Lacroix

Submitting Department: Department of Public Works

Agenda Section: Action Items

Item Title:

Installation of Portland Loo at Hyatt Park

Suggested Action:

I move that the Mayor and Council authorize an expenditure not to exceed \$195,000 to NZI Construction for the installation of a Portland Loo public restroom at Hyatt Park, pending the extension of the contract between NZI Construction and Prince George's County.

Legal Review Required?

N/A

Summary Background:

In 2020, as part of the City's efforts to prevent the spread of COVID-19 and other public health hazards, and to provide better amenities for all residents at City parks, Council authorized the purchase of 2 Portland Loo outdoor public restrooms.

In 2023, the City was awarded legislative bond bill funding in the amount of \$350,000 to support the construction of public restrooms in the City, and these funds will be used for the installation of the Portland Loos.

The City of Hyattsville is a rider on the contract between NZI Construction and Prince George's County, which is currently in the process of being extended.

Next Steps:

Issue PO and schedule work.

Fiscal Impact:

NTE \$195,000

City Administrator Comments:

Community Engagement:

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

NZI CONSTRUCTION CORP.

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

Proposal

DATE	OUR JOB No.
3/16/2026	25-20
SHIP TO:	
Hyatt Park Portland Loo Restroom Install	

To: City of Hyattsville
 4310 Gallatin Street
 Hyattsville MD 20781

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

Qty	Description	Unit	Total
1.00 ls	Mobilization (includes transporting Portland Loo from DPW Lot)	\$3,500.00	\$3,500.00
1.00 ls	Layout	\$1,250.00	\$1,250.00
1.00 ls	SEC Controls (SF, Tree Protection, Const. Entrance)	\$3,500.00	\$3,500.00
1.00 ls	Tree Removal (per JMT Plans)	\$1,850.00	\$1,850.00
1.00 ls	Furnish and Install Sewer and Water.	\$115,000.00	\$115,000.00
	Includes:		
	Connection of new sewer to manhole on Jefferson St		
	Furnish and install 4" sewer cleanout		
	Furnish and install grinder pump		
	F&I approx. 200lf of 1 1/4" PSHC per directional boring		
	F&I new water connection		
1 ls	Plumbing-connect restroom to sewer and water rough-in	\$7,500.00	\$7,500.00
1 ls	Electrical (Rough-in and Final connections)	\$27,000.00	\$27,000.00
1 ls	Concrete Slab	\$8,500.00	\$8,500.00
1 ls	Portland Loo Install. (includes crane rental)	\$9,000.00	\$9,000.00
1 ls	Mill and Overlay Jefferson Street restoration	\$11,000.00	\$11,000.00
1 ls	Curb and Gutter Jefferson Street	\$1,000.00	\$1,000.00
1 ls	Sidewalk Restoration	\$800.00	\$800.00
1 ls	Remove and restore red decorative stones from park	\$350.00	\$350.00
1 ls	Remove sediment control measures. Backfill disturbed areas with topsoil, seed and mulch	\$3,500.00	\$3,500.00
	**Price Excludes Permits and as-builts.		
Total Proposed Amount			\$193,750.00

Payment to be made as follows:

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

Signature: Jack Nazario
 Jack Nazario
 NZI Construction Corp.

Acceptance of Proposal

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

Signature: _____

Signature: _____

Date of Acceptance: _____