



CITY COUNCIL AGENDA
COUNCIL MEETING WILL BE ONLINE ONLY

Due to the COVID-19 precautions, the Council Meeting will be held online and is planned to be cablecast on Verizon 21, Comcast 71 and 996 and streamed to www.greenbeltmd.gov/municipaltv.

Resident participation:

Join Zoom Meeting

[https://us02web.zoom.us/j/89340136171?](https://us02web.zoom.us/j/89340136171?pwd=NGRxckNhM3NVN0RMcE9xMIBwSzFSQT09)

[pwd=NGRxckNhM3NVN0RMcE9xMIBwSzFSQT09](https://us02web.zoom.us/j/89340136171?pwd=NGRxckNhM3NVN0RMcE9xMIBwSzFSQT09)

OR

Join By phone: (301) 715-8592

Meeting ID: 893 4013 6171

Passcode: 319943

In advance, the hearing impaired is advised to use Video Relay Services (VRS) at 711 to submit your questions/comments or contact the City Clerk at (301) 474-8000 or email banderson@greenbeltmd.gov.

Monday, December 13, 2021

8:00 PM

I. ORGANIZATION

1. Call to Order
2. Roll Call
3. Meditation and Pledge of Allegiance to the Flag
4. Consent Agenda - Approval of Staff Recommendations (Items on the Consent Agenda [marked by *] will be approved as recommended by staff, subject to removal from the Consent Agenda by Council.)

5. Approval of Agenda and Additions

II. COMMUNICATIONS

6. Presentations

- 6a. Recognition former Council Members Leta M. Mach and Edward V. J. Putens
Suggested Action:

Tonight, the City Council will present an award to former Council Members Leta M. Mach and Edward V.J. Putens for their years of service on the City Council. In addition, Tom Reynolds, Director of Education Resources, will be present to acknowledge and present them with a certificate on behalf of the Maryland Municipal League.

Ms. Mach served for 18 years and Mr. Putens served for 40 years.

7. Petitions and Requests

- *8. * Minutes of Council Meetings
Suggested Action:

- * Interview, October 6, 2021
- * Work Session, October 6, 2021
- * Regular Meeting, October 11, 2021
- * Regular Meeting, October 25, 2021
- * Work Session, October 27, 2021
- * Charter Meeting, November 8, 2021
- * Regular Meeting, November 22, 2021

[INT211006.pdf](#)

[WS211006.pdf](#)

[RM211011.pdf](#)

[RM211025.pdf](#)

[CM211108.pdf](#)

[RM211122.pdf](#)

[WS211027.pdf](#)

- 8a. Statement for the Record - Closed Session, August 10, 2021
Suggested Action:

Reference: Statement for the Record, August 10, 2021

Closed Session of August 10, 2021: The following motion is needed: In

accordance with the General Provisions Article, Section 3-06(c)(2) of the Annotated Code of Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council met in closed session on Tuesday, August 10, 2021, at 8:04 p.m. virtual by zoom. Council held this closed meeting in accordance with Section 3-305(b)(1) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland; 1) discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals.

The purpose of this meeting: 1) To discuss the performance evaluation of the City Manager.

Vote to close session:

Ms. Davis - Yes

Mr. Jordan- Yes

Ms. Mach - Yes

Ms. Pope - Yes

Mr. Putens - Absent

Mr. Roberts - Yes

Mayor Byrd- Yes

No staff members were in attendance.

No other individuals were in attendance.

Council took no actions during this session.

[Closed Session Form_08 10 21.pdf](#)

8b. Statement for the Record - Closed Session, August 24, 2021

Suggested Action:

Reference: Statement for the Record, August 24, 2021

Closed Session of August 24, 2021: The following motion is needed: In accordance with the General Provisions Article, Section 3-06(c)(2) of the Annotated Code of Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council met in closed session on Tuesday, August 24, 2021, at 8:10 p.m. virtual by zoom. Council held this closed meeting in accordance with Section 3-305(b)(1) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland; 1) discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public

body has jurisdiction; any other personnel matter that affects one or more specific individuals.

The purpose of this meeting: 1) To discuss the performance evaluation of the City Manager.

Vote to close session:

Ms. Davis - Yes

Mr. Jordan- Yes

Ms. Mach - Yes

Ms. Pope - Yes

Mr. Putens - Absent

Mr. Roberts - Absent

Mayor Byrd- Yes

No staff members were in attendance.

No other individuals were in attendance.

Council took no actions during this session.

[Closed Session Form_08 24 21.pdf](#)

8c. Statement for the Record - Closed Session, November 11, 2021

Suggested Action:

Reference: Statement for the Record, November 11, 2021

Closed Session of November 11, 2021: The following motion is needed: In accordance with the General Provisions Article, Section 3-06(c)(2) of the Annotated Code of Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council met in closed session on Thursday, November 11, 2021, at 7:37 p.m. virtual by zoom. Council held this closed meeting in accordance with Section 3-305(b)(1) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland; 1) discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals.

The purpose of this meeting: 1) To discuss the performance evaluation of the City Manager.

Vote to close session:

Ms. Weaver - Yes

Ms. Davis - Yes
Ms. Pope - Yes
Mr. Gordon - Yes
Mr. Byrd - Yes
Mr. Roberts - Yes
Mayor Jordan - Yes

No staff members were in attendance.

Other individuals were in attendance: Jason Deloach, City Solicitor

Council took no actions during this session.

[Closed Session Form_11.11.21.pdf](#)

8d. Minutes - Closed Session, October 27, 2021

Suggested Action:

Minutes - Closed Session of October 27, 2021:

In order to approve these minutes, the following motion is needed:

I move that the minutes of the closed session of the City Council held Wednesday, October 27, 2021, at 11:04 p.m., virtual by zoom be approved as presented. Council held this closed meeting in accordance with the General Provisions Article, §3-305(b)(1)(7) of the *Annotated Code of Public General Laws of Maryland*, to discuss a personnel matters and legal matters.

9. Administrative Reports

*10. * Committee Reports

10a. Greenbelt Advisory Committee on Environmental Sustainability Report 2021-04
(City of Greenbelt Municipal Greenhouse Gas Emissions Reduction Goals)

Suggested Action:

It is recommended that Council accept this report.

[Green ACES Rec 2021-04 --GHG emissions reduction goals.pdf](#)

10b. Greenbelt Advisory Committee on Environmental Sustainability Report 2021-05
(Greenhouse Gas Reduction Goals Re: Municipal Vehicles and Portable Equipment)

Suggested Action:

It is recommended that Council accept this report.

[Green ACES Rec 2021-05 --EV and portable equipment.pdf](#)

III. LEGISLATION

11. A Resolution to negotiate the purchase and installation of construction services for the Buddy Attick Park Parking Lot Reconstruction Project as outlined in the request for proposals from E&R Services, Inc. at a lump sum cost of \$610,744.11, plus a negotiated rate of \$100.00 per square yard for additional asphalt base repair if deemed needed.

- 2nd Reading, Adoption

Suggested Action:

Reference: Memorandum - T. Hruby, 11-16-2021

Resolution

Buddy Attick Park Parking Lot Reconstruction Project Request for

Proposals (RFP)

Advisory Committee on Trees Input

In May 2017, the City Council approved plans for the Buddy Attick Park Parking Lot Reconstruction Project. The project proposes to redesign the Buddy Attick parking lot to improve function and circulation and to incorporate environmental site design practices that will treat stormwater runoff and engage the public in stormwater issues. The project is partially being funded through the Chesapeake Bay Trust's (CBT) Prince George's County Stormwater Stewardship Grant Program (\$187,700), the Chesapeake & Atlantic Coastal Bays 2010 Trust Fund (\$480,000) and Program Open Space funding (\$221,686 encumbered).

In October 2020, staff issued a request for proposals (RFP) and seven contractors expressed interest and responded to the RFP. Lump sum cost proposals ranged from \$495,194 to \$997,268. Given the time that lapsed between the October RFP process and the securing of additional funding, staff solicited final and best offers from the original seven contractors who submitted an RFP. Four of the seven contractors submitted final and best offers ranging in cost from \$610,744.11 with add alternate for base repair at \$100 per square yard to \$865,768. Through bid analysis, interviews and reference checks staff has identified E&R Services, Inc. as Best Value for the City of Greenbelt. E&R Services proposal was most responsive as well as low bidder.

Staff is recommending that the City negotiate the purchase of construction services with E&R Services, Inc. at a lumps sup cost of \$610,744.11 and with an agreed upon unit cost of \$100 per square yard for base repair to complete the Buddy Attick Park Parking Lot Reconstruction Project.

[Final_Draft_Staff_Memo_Contract_Recommendation.pdf](#)

[Resolution_E_R_Services__Inc.pdf](#)

[Buddy Attick Park Request For Proposals.pdf](#)

[ACT Input on BAP Parking Lot Project.pdf](#)

12. A Resolution to negotiate the purchase of consulting planning and engineering services from Dewberry for the WMATA Trail Project Project at a cost to exceed \$10,000

- 1st Reading

Suggested Action:

Reference: Resolution

Per the terms of NVR MS Cavalier Greenbelt LLC's agreement with the City for the Greenbelt Station South Core Development, NVR MS is obligated to provide \$517,000 towards the completion of a trail that connects the development to the Greenbelt Metro Station (referred to as the WMATA Trail). Since 2014 the developer of the South Core, Woodlawn Development Group, has been managing the design, engineering and permitting of the WMATA Trail and has been utilizing the planning and engineering services of Dewberry located in Lanham, Maryland. Dewberry has been the engineer of record for the WMATA Trail projects since its inception and has been successfully moving through the engineering and permitting process.

To date, NVR MS Cavalier Greenbelt LLC has spent an estimated \$440,000 in soft costs and it is anticipated that NVR MS will reach its funding obligation within the next few months, at which time the City will assume financial responsibility for the project. To ensure continuity of design and engineering services and to avoid project delays in design and permitting and for cost effectiveness staff believe it is in the City's best interest to retain Dewberry as the lead planning and engineering firm on the WMATA Trail project.

While Dewberry has completed a substantial amount of design and engineering work on the project, there is more work to be completed. It is also anticipated that Dewberry will provide engineering support during the construction of the trail. Dewberry has provided a cost estimate for construction stake out and survey work that totals \$12,450 and has provided an hourly rate schedule for additional services such as completing engineering, permitting and construction management assistance. Given the unpredictability of the permitting process staff is not able to provide a cost estimate for this portion of the work or for the amount of construction management that may be needed. However, the amount will exceed \$10,000 so staff has prepared a Resolution of Negotiated Purchase.

Staff is recommending that the City negotiate the purchase of planning and engineering services for the WMATA Trail project from Dewberry at a cost to exceed \$10,000.

[Resolution.pdf](#)

13. Police Reform Procedures for the Greenbelt Police Department
- 1st Reading

Suggested Action:

Reference: Resolution

Police Reform Comparison Chart

Councilmember Byrd Letter - November 15, 2021

This draft resolution on police reform and modification to the Police Department General Orders is the result of Chief Bowers and Assistant City Manager George going through the working document from the November 15, 2021 Council work session and moving those items that received consensus to a written resolution.

Also attached is an updated version of the color-coded table from the November 15, 2021 work session. A reference number was added in each block linking the recommendation in the table to the specific resolution item in the draft. For instance, the recommendation regarding the SRO, #5 under Civil Liberties, is shown as **(R7)** in the table referencing it as Resolution item 7. Items with an “X” are those that were delineated in red by Council for subsequent discussion and are not included in the resolution.

- Text of Councilmember Byrd’s proposed amendment to provision #11
 - Modify the general orders to allow the public to see disciplinary and internal affairs records that are releasable under SB178 (Anton’s Law) of the 2021 General Assembly, including complaints that are determined to be baseless.
- Text of Councilmember Byrd’s amendment on releasing body camera footage
 - Require that the city’s police department fulfill Public Information Act requests for body camera footage within 10 working days of receiving the request.

[Police Reform Comparison Chart](#)

[Councilmember Byrd Letter - November 15, 2021.pdf](#)

[2021-12-01 Police Reform Resolution, Draft Final.pdf](#)

[2021-12-01 Police Reform Resolution - Track Changes.pdf](#)

IV. OTHER BUSINESS

14. Pickleball Amenities - Staff Recommendation

Suggested Action:

Reference: Memo - Pickleball Recommendation

Pickleball Handouts

In response to public demand and the growth of pickleball, Staff recommends adding pickleball lines to four existing tennis courts (Braden Field courts 7/8, and Lakecrest Drive courts). The proposed plan could be incorporated into the tennis court resurfacing project funded in the FY22 budget and increase the City’s pickleball courts from zero to eight.

Andrew Phelan, Acting Assistant Director of Recreation Facilities and Operations will be present to answer questions.

[Memo - Pickleball Recommendation.pdf](#)

[Pickleball Handouts.pdf](#)

15. ARPA Immediate Funding: Additional Rental Assistance

Suggested Action:

Dr. Liz Park will provide Council with an update and request additional funding.

16. Proposed 2022 Legislative Program

Suggested Action:

Reference: Proposed 2022 Legislative Program

Each year, the Council holds a Legislative Dinner with the City's State and County representatives to present and outline the City's top legislative priorities. This dinner meeting will be scheduled for early January at the Greenbelt Crowne Plaza.

Included in Council's packet is a proposed Legislative Program for 2022. Staff is recommending a short list of priorities under two categories to focus the attention and efforts of our legislators.

Five "Top" priorities are proposed. These are:

- Oppose Maryland's takeover and privatization of the B/W Parkway
- Oppose Beltway Widening
- Block the Maglev Train Routes through Greenbelt and Prince George's County
- Greenbelt Road Streetscape Improvements
- Oppose Bureau of Engraving and Printing Facility

There are three "Other Priorities:"

- Food Truck Hub
- School Boundaries
- Greenbelt Metro Station Improvements

Staff suggests that the City's 2022 priorities be limited to a small number because it is better to present a concise, manageable package of initiatives to our State and County representatives. Based on Council's action on this item, staff will develop a booklet describing each item and provide appropriate background materials. Staff

will also email the summary to State and County legislators in advance of the dinner.

Council direction is sought.

[Legislative Program Summary.pdf](#)

17. Council Activities

18. Council Reports

*19. * Employee Special Holiday

Suggested Action:

Since December 1969, the City Council has granted an extra holiday to classified employees during the holiday season. In some years, when Christmas has fallen on a Tuesday or Thursday, Council has assigned the holiday to create a four-day weekend. However, it should be noted that fixing the Special Holiday increases overtime expenditures by approximately \$25,000 that were not approved in the adopted budget. This year, Christmas Day is Saturday, December 25.

Otherwise, the holiday has been granted as a "floating day" that employees may use whenever they wish during the remainder of the fiscal year. Approving the Special Holiday as a floating day does not increase overtime costs.

It is recommended that Council grant the FY 2022 Special Holiday as a floating holiday to employees. A floating holiday allows employees with other faith traditions to use this holiday at other times of the year if desired.

Approval of this item on the consent agenda will indicate Council's approval to grant an extra floating holiday to City employees.

*20. * Appointment of Council Members to Metropolitan Washington Council of Governments Board and Policy Committees

Suggested Action:

Reference: Greenbelt Appointments

The Metropolitan Washington Council of Governments (COG) is soliciting appointments to COG's policy boards and committees for 2022. Attached is a list of the current appointments, COG has requested the appointments to be submitted in January 2022.

Approval of this item on the consent agenda will indicate Council's approval of the

2022 Metropolitan Washington Council of Governments appointments.

[Greenbelt_Appointments_MWCOG_2022.pdf](#)

*21. * Liaison and Board and Committee Assignments

Suggested Action:

Reference: City Council Boards and Committees Liaison Assignments

At the November 17 Work Session, Council discussed boards and committees liaison assignments. Attached is a list of the current liaison assignments.

Approval of this item on the consent agenda will indicate Council's approval of the current liaison assignments.

[Current City Council Boards and Committees Liaison Assignments.pdf](#)

V. MEETINGS

Stakeholders

[Stakeholder Schedule.pdf](#)

Meetings

Suggested Action:

[meetings.pdf](#)

City Council Agenda Item Report

Meeting Date: December 13, 2021

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Presentations

Agenda Section: COMMUNICATIONS

Subject:

Recognition former Council Members Leta M. Mach and Edward V. J. Putens

Suggested Action:

Tonight, the City Council will present an award to former Council Members Leta M. Mach and Edward V.J. Putens for their years of service on the City Council. In addition, Tom Reynolds, Director of Education Resources, will be present to acknowledge and present them with a certificate on behalf of the Maryland Municipal League.

Ms. Mach served for 18 years and Mr. Putens served for 40 years.

Attachments:

City Council Agenda Item Report

Meeting Date: December 13, 2021

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Meeting Minutes

Agenda Section: COMMUNICATIONS

Subject:

* Minutes of Council Meetings

Suggested Action:

- * Interview, October 6, 2021
- * Work Session, October 6, 2021
- * Regular Meeting, October 11, 2021
- * Regular Meeting, October 25, 2021
- * Work Session, October 27, 2021
- * Charter Meeting, November 8, 2021
- * Regular Meeting, November 22, 2021

Attachments:

[INT211006.pdf](#)

[WS211006.pdf](#)

[RM211011.pdf](#)

[RM211025.pdf](#)

[CM211108.pdf](#)

[RM211122.pdf](#)

[WS211027.pdf](#)

WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, October 6, 2021, for the purpose of interviewing a candidate for a City Advisory Group.

The meeting began at 7:41 p.m. The meeting was held virtually via Zoom.

Present were: Councilmembers, Judith F. Davis, Emmet V. Jordan (7:45 p.m.), Leta M. Mach, Silke I. Pope, and Mayor Colin A. Byrd. Councilmember Edward V.J. Putens was absent.

STAFF PRESENT WERE: Shaniya Lashley-Mullen, Assistant to the City Clerk.

Idris Gbadamosi was interviewed for appointment to the Advisory Committee on Education, Advisory Committee on Trees, Advisory Planning Board, Board of Appeals, Board of Elections, Ethics Commission, Forest Preserve Advisory Board, Greenbelt Advisory Committee on Environmental Sustainability, Public Safety Advisory Committee and the Youth Advisory Committee.

The meeting was adjourned at 7:59 p.m.

Respectfully submitted,

*Shaniya Lashley-Mullen
Assistant to the City Clerk*

WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, October 6, 2021, to meet with Verde at Greenbelt Station (stakeholder).

Mayor Byrd started the meeting at 8:02 p.m. The meeting was held virtually via Zoom.

PRESENT WERE: Councilmembers Judith F. Davis, Emmett V. Jordan, Leta M. Mach, Silke I. Pope, Edward V. J. Putens (8:20 p.m.), Rodney M. Roberts, and Mayor Colin A. Byrd.

STAFF PRESENT WERE: Nicole Ard, City Manager; Chief Richard Bowers, Greenbelt Police Department; Terri Hruby, Director of Planning and Community Development; Greg Varda, Director of Recreation; and Shaniya Lashley-Mullen, Assistant to the City Clerk.

ALSO PRESENT WERE: Sean Cheatham, Kristen Weaver, Bill Orleans, Jackie Poole, and others.

Mayor Byrd explained that the work session was scheduled for Council to meet with Verde at Greenbelt Station management, but unfortunately, representatives of the apartment complex didn't attend.

There was a discussion regarding parking issues. Sean Cheatham, a Greenbelt resident, noted that the "no parking" sign has been knocked down and moved to Rock Quarry Avenue. He stated that vehicles park further away from the curb. Chief Bowers explained that he had consulted with the Public Works and Planning staff because Verde at Greenbelt Station is a private roadway. He stated that staff had reached out to Verde management regarding the sign being knocked down and had Verde's tow service enforce the area. Chief Bowers communicated with Verde management to contact the Fire Marshall's office and have the area designated as a fire lane, which would allow the Parking Enforcement Officers authority to cite vehicles and tow. Ms. Hruby agreed with the Chief that the only recourse the City has to cite vehicles or to tow on private property is if Verde management has the Fire Marshall's office designated that parking area as a fire lane.

Mr. Cheatham stated that Verde at Greenbelt Station has a parking garage, and if more residents utilize that garage, it would clear up some of the parking issues in the Greenbelt Station Community.

Based on a question asked by Mr. Roberts, Ms. Hruby answered that the City typically doesn't take ownership of private service roads. She explained that the Greenbelt Station Community Homeowner Association (HOA) has a successful parking permit program that the City can enforce and manage, but the City cannot enforce the Verde at Greenbelt Stations parking garage or the service road. Ms. Hruby stated that the City raised several concerns regarding the service road and conditionally supported the plan.

Mr. Jordan inquired whether there were any restrictions on the types of vehicles allowed on Greenbelt Station Parkway. Chief Bowers answered no, there aren't any restrictions that he was aware of that prohibits commercial vehicles from driving on Greenbelt Station Parkway.

However, on City streets there are parking restrictions for commercial vehicles that state commercial vehicles cannot be parked on the street overnight.

There was a discussion regarding graffiti. Mr. Jordan stated there has been graffiti on the retaining wall between Verde at Greenbelt Station and the Greenbelt Metro Station. Mr. Cheatham advised that he had noticed graffiti on the retaining wall. He inquired why the jersey wall extended to the fence line instead of having a cut section. Ms. Hruby answered that Verde at Greenbelt Station has full responsibility for the service road, and has the right to share the cost of any improvements with the HOA. She explained that the sound barrier wall is the townhome HOA's responsibility and had contacted the Public Works Department in the past regarding graffiti issues. Ms. Hruby advised that if the graffiti is on the sound wall, the City would cite the HOA and require the HOA to remove the graffiti immediately.

Mr. Cheatham inquired if the Greenbelt Station Community owned the green space near the pond. He suggested covering the green space to make a parking lot, which would eliminate a lot of the parking issues.

Based on a question asked by Ms. Davis, Ms. Hruby answered that the City couldn't cite Verde at Greenbelt Station because the City doesn't have any authority. Ms. Davis requested that the City Manager reach out to Verde at Greenbelt Station management and express Council's profound disappointment for not attending tonight's work session.

About Mr. Cheatham's suggestion regarding turning the green space near the pond into a parking lot, Ms. Davis answered that the pond is a stormwater retention area and cannot be paved over to allow parking. She stated that the City needs to work with the HOA to decide what amenities could be built at that location.

Kristen Weaver, a Greenbelt resident, explained the HOA parking permit policy, and there is parking enforcement provided on the private streets by the HOA. About Mr. Cheatham's suggestion, Ms. Weaver stated that she doesn't want the green spaces turned into a parking lot. Ms. Weaver advised that she would like to see the streets around the park be one way streets. Ms. Weaver noted that she had reached out to Verde at Greenbelt Station management a few times to involve them in some Greenbelt Station Community activities.

Bill Orleans, a Greenbelt resident, inquired why Verde at Greenbelt Station didn't attend tonight's work session. He also asked if CARES requested all apartment managers to post a notice regarding the Emergency Rental Assistance and if all the apartment managers complied with the request. Ms. Ard answered that she would follow up with the City Clerk to confirm tonight's work session. In addition, she advised that CARES would provide information on what outreach staff had done.

Based on a question asked by Mr. Cheatham, Ms. Hruby answered that the land and pond were conveyed to Prince George's County as a part of the Stormwater Management Program. In addition, once the WMATA Trail is completed, lighting, a call box, and a video camera will be installed.

Mr. Cheatham expressed his disagreement on the development design with the mixed-use development regarding the concept of the apartment complex and the townhomes/condominiums being so close together.

There was a discussion regarding recreation amenities. Mr. Cheatham stated that he favored having a recreation center or a community pool for the townhomes/condominiums. Ms. Davis noted that the City is working on providing more amenities in the common area depending on what the residents of the Greenbelt Station Community prefer and the City's budget.

Mr. Roberts stated that having a City park at the Prince George's County Scrap Yard is critical to improving life and community.

Jackie Poole, a Greenbelt resident, commented on the parking issues at Rock Quarry Avenue.

Ms. Weaver provided Mr. Cheatham with information regarding an HOA Committee.

Information Items:

Ms. Davis expressed her concern on a news broadcast she watched regarding investment companies.

Ms. Pope stated that there are issues regarding speeding on Springhill Drive in the morning/afternoon. She advised that a student was involved in a hit-and-run accident and requested speed bumps/humps to be installed to prevent this from happening again.

There was a discussion regarding National Walk to School Day. Chief Bowers said that there was a late request from Greenbelt Elementary and the Police Department was able to accommodate this request.

In response to Ms. Pope's request, Chief Bowers noted that the Police Department is conducting speed surveys around the City. He stated he would follow up with the Traffic Officer to provide traffic enforcement in the mornings. Chief Bowers advised that traffic control is being provided to the middle school and high school. In addition, there are speed cameras on Cherrywood Lane. Ms. Hruby stated that the Planning Department is training staff on the new speed counters in several locations. She advised that other traffic calmers could be installed for the short term and work with the Police Department to research other traffic enforcement.

Mayor Byrd expressed that he was grateful that the Police Department could accommodate Greenbelt Elementary's request to attend the National Walk to School Day, but requested that Council be given advance notice to participate in community activities. In addition, he asked for Animal Control to follow up on an incident that occurred on Saturday at 3L Eastway. Chief Bowers stated he will follow up with Animal Control for a disposition.

Ms. Ard thanked the Police Department for participating in the National Walk to School Day and will follow up with the Chief regarding the incident at 3L Eastway. She stated that she would be working with the Clerk's office to address upcoming meetings in November. There might be

some scheduling concerns and communicating the information appropriately with all the candidates. Ms. Ard advised that the community questionnaire and ballot have been sent out to be printed and mailed out.

The meeting ended at 9:16 p.m.

Respectfully submitted,

*Shaniya Lashley-Mullen
Assistant to the City Clerk*

REGULAR MEETING OF THE GREENBELT CITY COUNCIL held October 11, 2021.

Mayor Byrd called the meeting to order at 8:00 p.m.

ROLL CALL was answered by Councilmembers Emmett V. Jordan, Judith F. Davis, Leta M. Mach, Silke I. Pope, Rodney M. Roberts, Edward V. J. Putens, and Mayor Colin A. Byrd.

ALSO PRESENT were Nicole Ard, City Manager, Tim George, Assistant City Manager; Todd Pounds, City Solicitor; Rick Bowers, Police Chief; Bertha Gaymon, City Treasurer, Brian Kim, Public Works Assistant Director; Brian Townsend, Public Works Assistant Director; Terri Hruby, Planning Director; Dawane Martinez, Human Resources Director; Charise Liggins, Economic Development Coordinator; Anne Oudemans, Assistant Director of Recreation-Programs; Scott Crawford, Public Information Producer-Coordinator and Bonita Anderson, City Clerk.

Mayor Byrd asked for a moment of silence in honor of resident Denise Renée Parker, Kursat Sarigol, Louise Swiderski, former residents James (Jimmy) Drake, Marilyn (Masha) Maryn Spiegel.

Mr. Roberts then led the pledge of allegiance to the flag. Resident

CONSENT AGENDA: It was moved by Mr. Jordan and seconded by Ms. Davis the consent agenda be approved. The motion passed 7-0.

Council thereby took the following actions:

COMMITTEE REPORT

Advisory Planning Board Report#2021-04 (7010 Greenbelt Road Zoning Text Amendment”): Council accepted this report.

APPROVAL OF AGENDA: It was moved by Ms. Davis and seconded by Ms. Pope to approve the agenda. The motion passed 7-0.

PRESENTATIONS:

Co-Op Month Proclamation: Mayor Byrd declared October Co-Op Month.

Indigenous People’s Day Proclamation: Mayor Byrd declared October 11 Indigenous People’s Day.

PETITIONS AND REQUESTS:

Lore Rosenthal, 2 Court Gardenway, requested signage near the Indian Creek Trail and the placement of a recycling receptacle at Springhill Lake Recreation.

Bill Orleans, a Greenbelt resident, requests reconsider the enactment moratorium on evictions.

MINUTES OF COUNCIL MEETINGS: None

ADMINISTRATIVE REPORTS:

SPECIAL ORDER: Mr. Roberts moved to special order item # 12 as the next item of business. Ms. Pope seconded. The motion passed 7-0.

LEGISLATION

A Resolution to Negotiate the Purchase and Installation of Architectural Services for the Space Study Projects as Outlined in the Request for Qualification from Frederic Ward and Associates at an Estimated Cost of \$61,000. Mayor Byrd read the agenda comments.

Ms. Mach introduced the resolution for the first reading.

Mr. Roberts moved to list the Armory property to the architectural services for the space study projects and immediately acquired the property with an additional \$20,000. Mayor Byrd seconded.

Ms. Davis moved to divide the question for immediate purchase without inspection. Ms. Mach seconded. The motion passed 5-2. (Mayor Byrd and Mr. Roberts)

Mayor Byrd moved to table until the next meeting. Ms. Davis seconded. The motion passed 5-2. (Ms. Pope and Mr. Roberts)

Ms. Davis moved to table until the next regular meeting and held a work session scheduled for October 18 to discuss the Armory property further. Ms. Mach seconded. The motion passed 5-2. (Mayor Byrd and Mr. Roberts)

Eviction Notice Ordinance. Mayor Byrd read the agenda comments.

Mayor Byrd moved to introduce the ordinance for second reading and adoption. Ms. Davis seconded. There was a discussion about implementing an online form for applicants.

Mr. Jordan moved that the ordinance be emergency to take effect for one year. Ms. Pope seconded. The motion failed 2-5. (Ms. Davis, Ms. Mach, Mr. Putens, Mr. Roberts, and Mayor Byrd)

Mayor Byrd introduced the ordinance for second reading and adoption. Ms. Davis seconded.

ROLL CALL:	Mr. Jordan	– no
	Ms. Davis	– yes
	Ms. Mach	– yes
	Ms. Pope	– no
	Mr. Putens	– no
	Mr. Roberts	– yes
	Mayor Byrd	– yes

The ordinance was declared adopted (Ordinance No. 1382, Book 12).

7010 Greenbelt Road Zoning Text Amendment: Mayor Byrd read the agenda comments.

Ms. Davis moved to support legislation CB-83-2021. Ms. Pope seconded. The motion passed 6-1. (Mr. Roberts)

FY23 Recognition Group Policy Changes: Mayor Byrd read the agenda comments.

Ms. Mach moved to support the proposed changes. Mr. Jordan seconded.

Ms. Davis moved to include the Arts Advisory Board question in the application. Nicole DeWald, Arts Supervisor, noted that the document is the updated policy seeking the Council's input.

The motion passed as amended 7-0.

Police Reform Policy: Mayor Byrd read the agenda comments. Mayor Byrd moved to approve the policy. Mr. Roberts seconded. Ms. Davis noted that there needs to be clear whether the document should be a resolution or an ordinance, and she has ten amendments.

Ms. Pope noted that there were a number of amendments from the Public Safety Advisory Committee.

Ms. Pope moved to tabled and held a work session to further discuss this item. Mr. Putens seconded. The motion passed 4-3. (Ms. Davis, Mr. Roberts, and Mayor Byrd)

Council Activities:

Central Maryland Transportation and Mobility Commission meeting – Ms. Davis
Connecting Across Greenbelt discussion – Mayor Byrd, Mr. Jordan, and Davis
Pooch Plunge – Ms. Davis
Crab Feast, Greenbelt VFD – Mayor Byrd, Mr. Jordan, Ms. Davis, Ms. Pope, Mr. Putens, and Mr. Roberts
Open Studio and Gallery Tour, Community Center – Ms. Davis
Moechella, Beltway Plaza (Byrd, Jordan, Davis)
Greenbelt Fall Business Coffee – Mayor Byrd, Mr. Jordan, and Ms. Davis
MCRT Strategy and Action Meeting – Ms. Davis
Celebration of Life for Joan Rothgeb, University Chapel – Mr. Jordan and Ms. Davis
Help Unite Greenbelt (HUG) Walk – Mayor Byrd, Mr. Jordan, and Ms. Davis
Maryland Municipal League Fall Conference – Mr. Jordan, Ms. Davis, and Mr. Putens

MEETINGS: Council reviewed the meeting schedule.

ADJOURNMENT: A motion to adjourn the meeting was made by Ms. Mach and seconded by Ms. Pope. The motion carried 6-1. (Mayor Byrd). The Mayor adjourned the regular meeting of October 11, 2021, at 11:36 p.m.

Respectfully submitted,

Bonita Anderson
City Clerk

"I hereby certify that the above and foregoing is a true and correct report of the regular meeting of the City Council of Greenbelt, Maryland, held October 11, 2021.

Colin A. Byrd
Mayor

REGULAR MEETING OF THE GREENBELT CITY COUNCIL held October 25th, 2021.

Mayor Byrd called the meeting to order at 8:00 p.m.

ROLL CALL was answered by Councilmembers Emmett V. Jordan, Judith F. Davis, Leta M. Mach, Silke I. Pope, Edward V. J. Putens, Rodney M. Roberts, and Mayor Colin A. Byrd.

ALSO PRESENT were Nicole Ard, City Manager; Tim George, Assistant City Manager; Todd Pounds, City Solicitor; Rick Bowers, Police Chief; Bertha Gaymon, City Treasurer; Brian Kim, Public Works Assistant Director; Brian Townsend, Public Works Assistant Director; Terri Hruby, Planning Director; Dawane Martinez, Human Resources Director; Charise Liggins, Economic Development Coordinator; Anne Oudemans, Assistant Director of Recreation-Programs; Scott Crawford, Public Information Producer-Coordinator; and Bonita Anderson, City Clerk.

Mayor Byrd asked for a moment of silence in honor of resident John F. "Jack" Downs, Jr., Shirley Middleton, Ed Hickey, and David Glenn Rabuck. Ms. Mach then led the pledge of allegiance to the flag.

CONSENT AGENDA: It was moved by Mr. Jordan and seconded by Ms. Davis that the consent agenda be approved. The motion passed 7-0.

Council thereby took the following actions:

COMMITTEE REPORT

Community Relations Advisory Board Report#2021-01 (Council Referral – Petition for “Inclusivity at Annual Festival of Lights”): Council accepted this report.

APPROVAL OF AGENDA:

Ms. Mach requested that an “Ordinance to amend Article I “In General,” Section 13 “Early Voting,” of Chapter 8 “Elections,” of the Greenbelt City Code” be added to the agenda under Legislation after #12.

Mr. Jordan moved to remove item #13, "Community Gardens Shading Plan Phase One." Mayor Byrd seconded. Ms. Davis noted that she requested to make a presentation to the Council. The motion failed. (Ms. Davis, Ms. Mach, Ms. Pope, and Mr. Roberts)

It was moved by Ms. Davis and seconded by Mr. Jordan to approve the agenda as amended. The motion passed 7-0.

PRESENTATIONS:

Family Court Awareness Month Proclamation: Mayor Byrd declared November as Family Court Awareness Month.

Blindness Awareness Month Proclamation: Mayor Byrd declared November as Blindness Awareness Month. Reverend Ray Raysor and Denna Lambert accepted the proclamation, and Aileen Kroll provided an overview of this year's training program.

Economic Development Week: Mayor Byrd declared October 25th through October 29th Maryland's Economic Development Week. Charise Liggins, Economic Development Coordinator, accepted the proclamation and provided an overview of this year's plan.

Maryland Emancipation Day Proclamation: Mayor Byrd declared November 1st as Maryland Emancipation Day. Dr. Lois Rosado accepted the proclamation and expressed gratitude to the City Council's acknowledgment.

LGBTQ+ History Month Proclamation: Mayor Byrd declared October as LGBTQ+ History Month. Adam Campanile accepted the proclamation.

Municipal Government Month Proclamation: Mayor Byrd declared November as Municipal Government Month. Council requests that staff submit the proclamation and a photo of the city's flag to the Maryland Municipal League, a Banner City Program requirement.

PETITIONS AND REQUESTS:

Bob Rand, Ridge Road, requested on behalf of the Greenbelt Racial Equity Alliance (GREa) that the City Council adopt the police reform general orders revisions submitted by Mayor Byrd in August 2021. (2020 or 2021?)

Michael Hartman, Gardenway, requested that the Council discuss CRAB report #2021-01 Council Referral Petition for Inclusivity at the Annual Festival of Lights at the next council meeting.

Peggy Higgins affirmed petitioner Bob Rand's request on behalf of GREa.

Robert Snyder, Hillside Road, opposed petitioner Bob Rands's request on behalf of GREa and requested that the Council postpone the police reform general orders until next year to coincide with the new state policing policies.

Bill Orleans, Greenbelt resident, requested an update regarding the number of renters, homeowners, and business owners who have received emergency funds. He also requested that the Council reconsider the enactment moratorium on evictions.

Ric Gordon expressed his gratitude towards Council members Mach and Putens for their years of service.

MINUTES OF COUNCIL MEETINGS: None

ADMINISTRATIVE REPORTS:

Ms. Ard expressed appreciation for two retiring Public Works employees, David Gross and Ali Sillah. She also thanked the Recreation staff for the Family Fun Week event at Schrom Hills Park for a safe Halloween activity. Ms. Ard also noted that staff would submit the Municipal Government Month proclamation and flag photo to Maryland Municipal League.

Mr. Roberts inquired about the status of the Armory property. City Solicitor Pounds noted that he is awaiting a response from the state.

Ms. Ard noted that the city had received fifteen (15) utility payment requests from ten (10) residents, and seven (7) rental assistance requests.

Ms. Davis noted that the Council needs to begin legislative priorities discussions.

Mr. Jordan requested additional outreach to HOA and COA regarding late and legal fee assistance. In addition, he inquired about the historic preservation of the Mother & Child statue. Mr. Jordan also requested the 2020 CALEA statistical information be added to the city's website.

LEGISLATION

A Resolution to Negotiate the Purchase and Installation of Architectural Services for the Space Study Projects as Outlined in the Request for Qualification from Frederic Ward and Associates at an Estimated Cost of \$61,000. Mayor Byrd read the agenda comments.

Ms. Mach introduced the resolution for second reading and adoption. Mr. Putens seconded.

Mr. Roberts requested that the Armory property be added to the space study with an additional \$20,000.

ROLL CALL:	Mr. Jordan	– no
	Ms. Davis	– yes
	Ms. Mach	– yes
	Ms. Pope	– yes
	Mr. Putens	– no
	Mr. Roberts	– yes
	Mayor Byrd	– yes

The resolution was declared adopted (Resolution No. 2095, Book 8).

A Resolution for Support of an Application to Planning Assistance to Municipalities Communities Program for Wayfinding Plan. Mayor Byrd read the agenda comments.

Mayor Byrd introduced the resolution for first reading and suspension of the rules. Ms. Davis seconded.

ROLL CALL:	Mr. Jordan	– yes
	Ms. Davis	– yes
	Ms. Mach	– yes
	Ms. Pope	– yes

Mr. Putens – yes
Mr. Roberts – yes
Mayor Byrd – yes

Mayor Byrd introduced the resolution for second reading and adoption. Ms. Davis seconded.

ROLL CALL: Mr. Jordan – yes
Ms. Davis – yes
Ms. Mach – yes
Ms. Pope – yes
Mr. Putens – yes
Mr. Roberts – yes
Mayor Byrd – yes

The resolution was declared adopted (Resolution No. 2096, Book 8).

An Ordinance to Amend Article I “In General,” Section 13 “Early Voting,” of Chapter 8 “Elections,” of the Greenbelt City Code. Mayor Byrd read the agenda comments.

Ms. Mach introduced the ordinance for first reading and suspension of the rules. Ms. Davis seconded.

ROLL CALL: Mr. Jordan – yes
Ms. Davis – yes
Ms. Mach – yes
Ms. Pope – yes
Mr. Putens – no
Mr. Roberts – yes
Mayor Byrd – yes

Ms. Mach introduced the ordinance for second reading and adoption. Ms. Davis seconded.

ROLL CALL: Mr. Jordan – yes
Ms. Davis – yes
Ms. Mach – yes
Ms. Pope – yes
Mr. Putens – yes
Mr. Roberts – no
Mayor Byrd – yes

The ordinance was declared adopted (Ordinance No. 1383, Book 12).

Community Gardens Shading Plan Phase One: Mayor Byrd read the agenda comments.

Ms. Davis presented to Council three sites are proposed for Phase I requiring action from both Public Works and volunteers from the Greenbelt Community Garden Club. She indicated that each

site would have different actions and goals. Ms. Davis noted that the two sites did not impact the Forest Preserve and presented the following sites.

Site 1—Area next to the Hamilton Cemetery to the north, former garden space, requested a forest garden. Action: Public Works will clear undergrowth after the Garden Club has provided exact dimensions for the forest garden and Council has approved the proposal.

Site 2—Area to the south of Hamilton Cemetery, abandoned garden plots. Action: Public Works will remove two large trees and two smaller trees in the fall, if possible, or very early spring. Next spring, clear undergrowth.

Site 3—Western end of the southern (smaller) section of garden plots. Action: Public Works will remove one major tree and trim several major limbs.

Ms. Davis moved that the plan be referred to the Forest Preserve Advisory Board, Garden Club, and Public Works Department. The motion passed 4-3. (Mr. Putens, Mr. Roberts, and Mayor Byrd)

Rental Aid: Mayor Byrd read the agenda comments.

Mayor Byrd moved to authorize \$300,000 in American Rescue Plan Act funding to be expended for rental aid and hiring additional staff to process rental aid applications.

Ms. Mach seconded.

Dr. Liz Park, CARES Director, stated that additional staff was hired, and \$97,000 out of the \$500,000 allocated has been distributed to applicants. She indicated that her office received 300 inquiries and 250 applications. The total amount available for each household is \$10,000. However, applicants' requests range from \$2,000 to \$7,000. Dr. Park stated that 35 applicants were funded.

The motion failed 3-4. (Mr. Jordan, Ms. Davis, Ms. Pope, and Mr. Putens)

Prince George's County Boundary Changes for Council Redistricting and Letter: Mayor Byrd read the agenda comments. Ms. Davis moved that the draft letter be sent to the County Council. Mr. Jordan seconded. The motion passed 5-2. (Mr. Robert and Mayor Byrd)

Council Activities:

NLC EENR Policy Committee meeting – Ms. Davis

Prince George's County Commission for Women meeting – Ms. Davis

St. Hugh's 17th Annual Oktoberfest – Mr. Jordan, Ms. Davis, and Ms. Pope

Greenbelt Arts Center Annual Meeting – Ms. Davis

Produce Distribution, Community Center – Ms. Davis

Prince George's County Municipal Association meeting – Mr. Jordan and Ms. Davis

American Legion Shrimp Feast – Mayor Byrd, Ms. Davis, Ms. Pope, and Mr. Putens

Relics Benefit Concert for the Food Pantry, Community Church – Ms. Davis

PGCMA Legislative Committee – Ms. Davis

Sen. Cardin Town Hall, MML – Ms. Davis

Four Cities Meeting – Mayor Byrd, Mr. Jordan, Ms. Davis, Ms. Pope, Mr. Gordon, and Ms. Weaver

MEETINGS: Council reviewed the meeting schedule.

ADJOURNMENT: A motion to adjourn the meeting was made by Ms. Mach and seconded by Mr. Putens. The motion carried 7-0. The Mayor adjourned the regular meeting of October 25th, 2021, at 12:02 a.m.

Respectfully submitted,

Bonita Anderson
City Clerk

"I hereby certify that the above and foregoing is a true and correct report of the regular meeting of the City Council of Greenbelt, Maryland, held October 25th, 2021.

Colin A. Byrd
Mayor

CHARTER MEETING OF THE GREENBELT CITY COUNCIL held Monday, November 8, 2021.

Outgoing Mayor Byrd called the meeting to order at 7:30 p.m.

Present were Council Members Judith F. Davis, Emmett V. Jordan, Silke I. Pope, Rodney M. Roberts, and Mayor Colin A. Byrd.

Also present were Council Members-Elect Brandon Ric Gordon and Kristen L.K. Weaver.

Absent were Council Members Leta M. Mach and Edward V. J. Putens.

Staff present were Nicole Ard, City Manager; Tim George, Assistant City Manager; Todd Pounds, City Solicitor; and Bonita Anderson, City Clerk.

Mayor Byrd asked for a moment of silence in honor of Greenbelt residents who passed since the last council meeting. Mr. Jordan then led the pledge of allegiance to the flag.

CERTIFICATION OF FINAL COUNT: Ms. Anderson reported that in accordance with Section 8-9 of the City Code, she had posted on the bulletin board in the Municipal Building the Certification of Final Count of the Regular Council Election held Tuesday, November 2, 2021, as certified to the City Clerk by the chair and members of the Board of Elections. She stated that a copy of the Board's Certification of Final Count was also provided to all the candidates in the City Council race. In addition, early voting and mail-in ballots were accounted for and tallied by three election clerks in the Council Room of the Municipal Building in the presence of members of the Board of Elections.

The results of November 2, 2021, Regular Election for City Council in order of ballot were:

Brandon Ric Gordon	1,469
Rodney M. Roberts	1,369
Alexander J. Zajac	936
Judith F. Davis	1,711
Matthew A. Inzeo	1,002
Colin A. Byrd	1,445
Silke I. Pope	1,575
William A. Orleans	434
Emmett V. Jordan	2,029
Kristen L.K. Weaver	1,794

There were 2,675 ballots cast. Seven of the ten candidates received a number of votes equal to more than 40% of the total ballots cast. Thus, in accordance with the requirements of Section 31 of the City Charter, the following seven candidates were elected to serve as a member of the Council for a two-year term of office:

Emmett V. Jordan	2,029
Kristen L.K. Weaver	1,794
Judith F. Davis	1,711
Silke I. Pope	1,575
Brandon Ric Gordon	1,469
Colin A. Byrd	1,445
Rodney M. Roberts	1,369

OATH OF OFFICE: Colin A. Byrd, Judith F. Davis, Brandon Ric Gordon, Silke I. Pope, Rodney M. Roberts, and Kristen L.K. Weaver took and subscribed to the oath of office administered by Emmett V. Jordan, Mayor Pro Tem, as prescribed by Section 71 of the City Charter and state law. Copies of the executed oaths of office, attested to by the City Clerk, will be filed in the City Clerk's office.

ELECTION OF TEMPORARY CHAIRPERSON: Ms. Davis nominated Mr. Roberts to serve as temporary chairperson. Mayor Pro Tem Jordan seconded the motion, which carried unanimously.

ELECTION OF MAYOR: In accordance with Section 6 of the City Charter, Mr. Roberts called for nominations for the position of Mayor. Mr. Byrd moved that Mr. Jordan be nominated to serve as Mayor of the City of Greenbelt for the 44th term of Council. Ms. Davis seconded. The motion carried unanimously.

ADMINISTRATION OF OATH OF OFFICE TO MAYOR: Emmett V. Jordan recited and subscribed to the oath of office before Mahasin El Amin, Clerk of the Circuit Court for Prince George's County, as required by Section 71 of the City Charter and state law. Mayor Jordan then assumed the gavel from Mr. Roberts. Congratulations were extended to Mayor Jordan by the rest of the Council.

ELECTION OF MAYOR PRO TEM: Mayor Jordan called for nominations for Mayor Pro Tem. Mayor Jordan moved that Ms. Weaver be nominated to serve as Mayor Pro Tem. Mr. Gordon seconded. The motion carried unanimously. Congratulations were extended to Ms. Weaver by the rest of the Council.

Mayor Jordan recognized Maryland State Delegate Alonzo T. Washington (District 22) and former Council Member Konrad Herling. He thanked everyone in the audience for attending the meeting.

STATEMENTS BY MAYOR PRO TEM AND MEMBERS OF COUNCIL: Mayor Pro Tem Weaver and Council Members Byrd, Davis, Gordon, Pope, and Roberts all made statements thanking the voters, their supporters, all the candidates, the Board of Elections, and City staff.

STATEMENT BY MAYOR: Mayor Jordan expressed his gratitude to all the residents for electing him to serve as Mayor. He also thanked all the candidates who had participated in the election process. Mayor Jordan recited his written speech and noted that he looked forward to

working together with all members of the Council for a successful new term.

OTHER BUSINESS: None

ADJOURNMENT: Ms. Davis made a motion to adjourn. Ms. Pope seconded. The motion passed 6-1. (Mr. Roberts). Mayor Jordan adjourned the Charter Meeting of November 8, 2021, at 8:40 p.m.

Respectfully submitted,

Bonita Anderson
City Clerk

"I hereby certify that the above and foregoing is a true and correct report of the Special Charter Meeting of the City Council of Greenbelt, Maryland, held November 8, 2021."

Emmett V. Jordan
Mayor

REGULAR MEETING OF THE GREENBELT CITY COUNCIL held November 22nd, 2021.

Mayor Jordan called the meeting to order at 8:00 p.m.

ROLL CALL was answered by Councilmembers Colin A. Byrd, Judith F. Davis, Brandon R. Gordon, Silke I. Pope, Rodney M. Roberts, Kristen L.K. Weaver and Mayor Emmett V. Jordan.

ALSO PRESENT were Tim George, Assistant City Manager; Todd Pounds, City Solicitor; Rick Bowers, Police Chief; Dr. Luisa Robles, Sustainability Coordinator; Molly Porter, City Planner; Holly Simmons, City Planner; and Bonita Anderson, City Clerk.

Mayor Jordan asked for a moment of silence in honor of resident Bill Dunn and former resident Lois Rae Funk. Ms. Weaver then led the pledge of allegiance to the flag.

CONSENT AGENDA: It was moved by Ms. Pope and seconded by Ms. Davis that the consent agenda be approved. The motion passed 7-0.

Council thereby took the following actions:

APPOINTMENT TO ADVISORY BOARD: Council appointed Koko Josey as an adult member of the Youth Advisory Committee.

RESIGNATION FROM ADVISORY GROUP:

Council accepted Kristen Weaver's and Brandon Gordon's resignations from the Park and Recreation Advisory Board.

APPROVAL OF AGENDA: Mr. Roberts requested that item #13 Legal Services – Appeal of Bureau of Engraving and Printing Record of Decision be removed from the agenda. It was moved by Mr. Gordon and seconded by Ms. Pope to approve the agenda as amended. The motion passed 7-0.

PRESENTATIONS:

America Recycles Day Proclamation: Mayor Jordan presented the America Recycles Day proclamation. Dr. Luisa Robles accepted the proclamation and provided an overview of this year's America Recycles Month events.

PETITIONS AND REQUESTS: Mayor Jordan read the petitions and requests procedures.

Ms. Lore Rosenthal, 2 Court Gardenway, requested that the space study include a notation or chart to indicate which city facilities are using electric or gas.

Mr. Bill Orleans, Greenbelt resident, asked who called the Special Meeting of November 1st. He noted that the Ethics Commission only reviewed the financial disclosure of the successful candidates and recommended that they review all financial disclosure forms.

Mr. Ed Fallon, Greenbelt resident, inquired about previous legislation that Council passed regarding evictions. He noted that an article was in the Greenbelt News Review about no pending Franklin Park at Greenbelt Station evictions. He asked that the City report the number of evictions and applicants that have been processed.

Mr. Daniel Thies, 24 Ridge Road, requested recognition and resident engagement to establish the reparations committee.

MINUTES OF COUNCIL MEETINGS: None

ADMINISTRATIVE REPORTS:

Mr. George provided Council with an update regarding the Financial System Meeting and Greenbelt Business Alliance Steering Committee established by Charise Liggins, Economic Development Coordinator. Mr. George noted that the Comprehensive Annual Financial Report (CAFR) was finalized and submitted to the auditors. He also mentioned his meeting with Chondria Andrews, Public Information Coordinator, regarding the closed captioning.

Ms. Davis inquired about a Pepco Vegetation Management notice and if they had contacted city staff. Mr. George will follow up with Mr. Sterling, Public Works Director. She also inquired about the status of the Legislative Dinner. Mr. George noted that staff is currently working on scheduling the Legislative Dinner.

Mr. Roberts inquired about the status of the Armory acquisition. City Solicitor Pounds noted that the Attorneys General Office has the documents in preparation of the deed.

Mayor Jordan inquired about the access to the locker rooms at the Greenbelt Aquatic and Fitness Center for patrons. Mr. George will follow up with Mr. Greg Varda, Recreation Director.

LEGISLATION

Resolution to negotiate the purchase and installation of construction services for the Buddy Attick Park Parking Lot Reconstruction Project as outlined in the request for proposals from E&R Services, Inc. at a lump sum cost of \$610,744.11, plus a negotiated rate of \$100.00 per square yard for additional asphalt base repair if deemed needed. Mayor Jordan read the agenda comments.

Ms. Davis introduced the resolution for first reading.

FY 2022 - FY 2027 Draft Consolidated Transportation Program: Mayor Jordan read the agenda comments. Ms. Weaver moved that the staff recommended draft letter be sent to the Maryland Department of Transportation requesting that the MD 193 Greenbelt Road Streetscape Project (MD 193, Phase 1, US 1 to Hanover Parkway) be added the Consolidated Transportation Program.

Ms. Pope seconded.

Ms. Porter provided an update on the November 8th meeting with Secretary Slater and other representatives regarding the addition of new projects, including this project's design funding.

The motion passed 7-0.

Police Reform Procedures for the Greenbelt Police Department: Mayor Jordan read the agenda comments and the resolution for the first reading.

Ms. Davis noted that this item should have been placed under the legislation. She expressed that she would be unable to vote on this resolution because the content was not agreed upon by consensus at the work session. Chief Bowers noted that it was not the intent of staff to modify the wording in the resolution.

Mayor Jordan moved for first reading and suspension of the rules. Ms. Pope seconded.

The motion failed 5-2. (Mr. Byrd and Mr. Roberts)

Peggy Higgins, Public Safety Advisory Committee member, provided the Council with a compilation and comparison chart, which included proposals from Mr. Byrd, Ms. Davis, the Public Safety Advisory Committee, and the Greenbelt Police Department.

Mr. Gordon moved to amend #5 within the resolution regarding the general orders to limit the use of no-knock warrants. Ms. Davis seconded.

The City Council reviewed the compilation and comparison document and decided that due to substantial modifications, another work session would need to be scheduled for further discussion.

The motion to Mr. Gordon's amendment failed 3-4. (Mr. Byrd, Ms. Pope, Mr. Roberts, and Mayor Jordan)

Ms. Weaver moved to table this agenda item and schedule a work session for further discussion. Mr. Byrd seconded.

The motion passed 7-0.

Council Activities:

PGCMA Legislative Committee – Ms. Davis

Prince George's County Commission for Women meeting – Ms. Davis

St. Hugh's Bazaar – Ms. Davis and Ms. Pope

Sustainable Maryland Executive Committee meeting – Ms. Davis

Veterans Day Celebration, Roosevelt Center – Mayor Jordan, Ms. Weaver, Ms. Davis, Ms. Pope, Mr. Gordon, and Mr. Byrd

Beltway Plaza Local Heroes Wall of Fame Induction Reception Honoring Billy Owens Smith, Jr. –

Mayor Jordan, Ms. Weaver, Ms. Davis, Ms. Pope, Mr. Gordon, and Mr. Byrd
Maryland Legislative Agenda for Women conference, “Turning Crisis into Opportunity: Building a Stronger Care Infrastructure” – Ms. Davis
Commission for Women Legislative Committee – Ms. Davis
National League of Cities City Summit – Mayor Jordan, Ms. Weaver, Ms. Davis, Ms. Pope, Mr. Gordon and Mr. Byrd
PGCMA meeting – Mayor Jordan, Ms. Weaver, Ms. Davis
Chesapeake Bay Policy Committee meeting – Ms. Davis
Greenbelt Volunteer Fire Department Ladies Auxiliary Yard Sale, Fire House – Mayor Jordan, Ms. Davis, and Ms. Pope
Franklin Park Dog Park Mural Painting Event – Mayor Jordan, Ms. Davis, Ms. Pope, and Mr. Gordon
Franklin Park food and book distribution – Mayor Jordan, Ms. Weaver, Ms. Davis, Ms. Pope, and Mr. Gordon

MEETINGS: Council reviewed the meeting schedule.

ADJOURNMENT: A motion to adjourn the meeting was made by Ms. Davis and seconded by Mr. Gordon. The motion carried 7-0. The Mayor adjourned the regular meeting of November 22nd, 2021, at 10:13 p.m.

Respectfully submitted,

Bonita Anderson
City Clerk

"I hereby certify that the above and foregoing is a true and correct report of the regular meeting of the City Council of Greenbelt, Maryland, held November 22nd, 2021.

Emmett V. Jordan
Mayor

WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, October 27, 2021, to receive the City Manager's Update.

Mayor Byrd started the meeting at 8:00 p.m. The meeting was held virtually via Zoom.

PRESENT WERE: Councilmembers Judith F. Davis, Emmett V. Jordan, Leta M. Mach, Silke I. Pope, Rodney M. Roberts, and Mayor Colin A. Byrd. Councilmember Edward V.J. Putens was absent.

STAFF PRESENT WERE: Nicole Ard, City Manager; Tim George, Assistant City Manager; Todd Pounds, City Solicitor; Dawane Martinez, Director of Human Resources; Bertha Gaymon, City Treasurer; Chief Rick Bowers, Greenbelt Police Department; Terri Hruby, Director of Planning and Community Development; Jim Sterling, Director of Public Works; Dale Worley, Director of Information Technology; Anne Oudemans, Assistant Director of Recreation; Chondria Andrews, Public Information and Communications Coordinator; and Shaniya Lashley-Mullen, Assistant to the City Clerk.

ALSO PRESENT WERE: Matthew Inzeo, Kristen Weaver, Bill Orleans, and others.

Based on a question asked by Ms. Davis, Mr. Sterling answered that one tree by Greenbelt Elementary was lost due to the wind storm.

Ms. Ard provided a PowerPoint presentation, which updated the Council's goals, accomplishments, and projects.

Ms. Gaymon provided an update on the Financial Report as of September, 2021. She indicated that this was the quarterly report and that there were no significant changes in the revenue stream or the departmental plan expenditures; therefore, the City's financial status is stable and sound. Ms. Gaymon stated she would be submitting a monthly and quarterly report as an economic forecast to Council.

Based on a question asked by Ms. Davis, Ms. Gaymon answered that the City has \$1million set aside for abatements.

Mr. Jordan stated that quarterly updates are significant and asked if trends are in line with previous years. Ms. Gaymon answered that the trends are steady, and she would provide Council with an analysis with pre-pandemic figures to understand if the City is in line.

Based on a question asked by Mr. Jordan, Ms. Gaymon answered that the interest rates are meager and would have to review the Greenbelt Station Tax Increment Financing (TIF) and follow-up with Council. She added that she would add the TIF information to future reports.

Based on a question asked by Mr. Byrd, Ms. Gaymon provided Council with an update on the City's efforts on obtaining a new financial system, including the deadline of the Request for Proposal (RFP), next steps regarding the selection process, and requesting demonstrations from the vendors. She noted that she would like to have that financial system in place by the end of this fiscal year.

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In response to a question asked by Ms. Davis, Ms. Gaymon answered that once the audit is complete, she would provide Council with a yearly report which incorporates the new policies that Council adopted.

Ms. Ard noted that staff is making progress towards the Greenbelt Station Trail and the Greenbelt Corridor Plan, which included staff who has applied for the grant.

Bus Stop Accessibility Study- Ms. Davis inquired if staff researched solar light options at each bus stop shelter. Ms. Hruby answered that Ms. Simmons, Community Planner, has been assigned this project, and it includes piloting one or two changes at different shelters. Mr. Jordan noted that the bus shelter on Hanover Parkway at Hunting Ridge needs a little bit more work, but it looks great. He mentioned that Prince George's County Bus #11 is back in service. Based on a question asked by Ms. Pope, Ms. Hruby answered that the City typically funds two bus shelters a year, but this year bus shelters will be privately funded. She added that the City would need to obtain new ridership information. Ms. Davis suggested surveying and assessing the current bus shelters because some need repair or replacement.

Dog Park Upgrade- Mr. Sterling and Ms. Hruby stated that they would have to defer to the Police Department regarding the locks at the dog park. Mr. Sterling added that getting water to the dog park has been a long-standing issue. He has met with contractors and WSSC to try to resolve the issue. Ms. Pope asked for patrol at the dog park since there are dogs in the dog park in the evening, but they don't have handlers.

Playground Improvements- Ms. Davis asked whether there was a list of ideas that had been discussed. Mr. Sterling answered it was proposed to be a fitness area similar to Schrom Hills Park, but there had been concerns with the Greenbelt Station Homeowners Association (HOA) on location and what amenities the HOA needed for the community. Ms. Hruby added that the HOA had been actively reaching out and pursuing an opportunity with the Neighborhood Design Center to obtain a master plan on recreation facilities and looking for the City's support in this endeavor. Ms. Pope stated that she liked the idea of outdoor fitness at the park and suggested having the outdoor fitness amenity be added to Buddy Attick Park. Based on a question asked by Mr. Jordan, Mr. Sterling answered there was money in the budget to replace the rubberized surfaces in the City playgrounds. He is waiting to hear back from Windsor Green on how they would like to proceed. Mr. Sterling explained that Public Works staff submitted a grant application with Community Parks and Playgrounds (CPP) about making Buddy Attick Park an inclusive playground.

Cleaning/Repairs to the Mother and Child Statue- Ms. Davis commented that the night lighting suggested by the Arts Advisory Board is awe-inspiring. She inquired whether there were any updates regarding the lights controlled by the owner of Roosevelt Center. Ms. Hruby answered that the City is awaiting a court date and will have to follow up with Council for any further updates. Based on a question asked by Mr. Jordan, Ms. Hruby answered that the base of the Mother and Child Statue wasn't a part of the project's scope. She noted that the conservator did clean the base and is in the process of finalizing his report. Mr. Roberts suggested cleaning the base of the Mother and Child Statue and painting the concrete.

Mr. Jordan stated he received a complaint regarding the storm drains on Cherrywood Lane being clogged up and requested Public Works staff to fix the issue.

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Based on a question asked by Mr. Jordan about the Buddy Attick Parking Lot, Ms. Hruby answered that the City was able to extend the grant for the project and just received an additional \$400,000 grant through the Chesapeake Bay Trust Fund. Ms. Hruby stated that the project would start after winter, and it is projected to be a two month long project.

Transportation Land-Use Connections (TLC) Greenbelt Road Corridor Plan-Mr. Jordan thanked Ms. Hruby for her work on the TLC Grant and requested staff update the Task Force. Ms. Hruby noted that the contract was awarded last week and she has been in contact with the City of College Park and the Town of Berwyn Heights.

Based on a question asked by Ms. Mach, Mr. Sterling explained that the outdoor pool sand filter is the filtration system for the outdoor pool.

There was a discussion regarding the three historic cemeteries. Ms. Davis stated there are grants through the State to improve the Hamilton Cemetery, the Turner Cemetery, and the Indian Springs Cemetery. She also suggested having signage at each of the cemeteries. Ms. Hruby stated that staff has been engaged with the Parks and Planning Commission Historic Preservation staff and looking at opportunities to move the project along.

Mr. Jordan stated that GHI installed a bicycle repair kiosk near their building and would like the City to install one at Schrom Hills Park and Buddy Attick Park. Mr. Sterling stated that staff could contact GHI and provide Council with a follow-up report. Ms. Davis suggested installing a kiosk at the Indian Creek Trail.

About the discussion regarding Playground Improvements, Kristen Weaver, a Greenbelt resident, stated that she attended the HOA meeting, and some of the ideas were to have a community garden, fitness center, and community center installed.

Council reviewed the Management Objectives by sections.

Administration

Based on a question asked by Ms. Davis, Mr. George stated that an engagement strategy would be finalized in the next three to four weeks before being presented to Council.

There was a discussion regarding the upcoming Legislative Agenda and Dinner.

Economic Development

Ms. Davis commended Ms. Liggins on the outreach she has done and hopes she gets an intern soon. She asked whether Ms. Liggins had an idea on how to restructure the Economic Development Revolving Loan Fund. Ms. Ard answered that there were some ideas on how to address the loan and expand the revolving loan to other parts of the City.

There was a discussion on the Council Retreat.

Human Resources

Ms. Davis requested a report from Human Resources on the number of retirees, resignations, and transfers, to include the reason if an exit interview was performed.

Mr. Martinez provided Council with a PowerPoint presentation, which included information on the implementation of the Laserfiche Employee Document Management/Filing & Electronic Onboarding, the RFP for the Compensation Study, and the Benefits Brochure/Online Benefits Enrollment.

Based on a question asked by Ms. Pope, Ms. Oudemans explained that the Recreation Department has seasonal staff who have submitted their vaccination cards, and a lot of the seasonal staff don't return the following summer.

Based on a question asked by Mr. Jordan, Mr. Martinez answered that there is a 6% turnover rate for the City of Greenbelt. He will provide the report Ms. Davis requested and compare the information with a nearby municipality.

Information Technology

Based on a question asked by Ms. Davis, Mr. Worley answered that the City hadn't started negotiations with Verizon on the Franchise Agreements. However, he anticipates that it will begin in the coming months. Regarding the negotiations with Comcast, Mr. Worley stated that the City is close to an agreement. He noted that the County and all 27 municipalities are participating in the negotiations with Comcast, but each city would have its own Franchise Agreement with Comcast.

Mr. Worley provided Council with an update in regards to I-Net.

Mr. Jordan asked about a security audit. Mr. Worley explained that he has contacted Homeland Security to perform an audit at no charge, but they have not responded. He stated he is waiting to send out an RFP and advised that he would like the audit completed in the next couple of months to fix any vulnerabilities within the City.

Public Information

Ms. Davis stated that there needed to be a discussion with the new Council and, depending on the technology, start having in-person meetings. Mr. Jordan expressed his concerns regarding in-person/hybrid arrangements. Ms. Ard stated that an upgrade to the equipment is underway.

Ms. Ard introduced Ms. Chondria Andrews, the new Public Information and Communications Coordinator.

Mayor Byrd stated that the system would need closed captioning and a sign language interpreter during the meetings.

Community Development

Ms. Davis suggested adding Short Term Rentals to the priorities to discuss with the County during the legislative dinner. Ms. Hruby stated that staff would reach out to Councilmember

|
Turner's office regarding the County implementing their Short Term License Program in municipalities.

Police

Ms. Davis commended the Police Department on completing all State mandated training, including the Bias and De-escalation Training.

Animal Control

Based on a question asked by Ms. Davis, Chief Bowers answered that he would follow up with Council regarding the status of the installation of the windows at the Animal Shelter.

Ms. Pope thanked Chief Bowers for changing the voicemail message for Animal Control.

Public Works Administration

Based on a question asked by Ms. Davis, Mr. Sterling answered that the solar farm is located at Claggett Farms in Prince George's County. He stated the project had been pushed back to early 2023.

Multi-Purpose Equipment

There was a discussion regarding gas-powered equipment. Mr. Jordan inquired about the percentage of gas-powered equipment. Mr. Sterling explained that small electric equipment had been purchased the last two fiscal years; however there is gas-powered equipment that staff use because of the technology of electric equipment.

Roosevelt Center

Based on a question asked by Mr. Jordan, Mr. Sterling answered that Public Works staff continue to provide cleaning service to the Old Greenbelt Theatre.

Greenbelt Connection

There was a discussion regarding the ridership on the Greenbelt Connection.

Assistance in Living

Ms. Davis asked if the mental health services are being utilized. Ms. Ard answered that she would follow up with Dr. Park, the Director of CARES, and provide Council with an update.

Recreation Administration

Based on a question asked by Ms. Davis, Ms. Oudemans answered that the committee could provide a report to the Council on the conclusion of their review of diversity, equity, and inclusion about the recreation programs and facilities.

Ms. Davis inquired if the Park Ranger's pay had been increased due to the change in their responsibilities. Ms. Oudemans answered that their hourly salary has been increased.

Recreation Center

Based on a question asked by Ms. Davis, Ms. Oudemans answered that there is a new program on Friday nights at the Youth Center, Teen Takeover. There are also new programs, Futsal and Anime Club, at the Springhill Lake Recreation Center.

Mr. Jordan inquired about the recreation programs and the facilities' utilization. Ms. Oudemans explained there was a capacity limit due to the pandemic, and the programs and facilities were only being offered to Greenbelt residents. Now that the capacity limit has increased, programs have been expanded to include non-Greenbelt residents, and the attendance is bouncing back.

Community Center

There was a discussion regarding digital display signage.

Aquatic & Fitness Center

Based on a question asked by Ms. Pope, Mr. Sterling answered that staff is working with Mr. Parks to install flooring that provides traction. In addition, he noted that during the pandemic, the tiles in both of the bathrooms were replaced.

Mr. Jordan inquired if the lockers and whirlpool would be open to the public before the end of the year. Ms. Oudemans stated that she would follow up with Mr. Parks and provide Council with a response tomorrow.

Special Events

Ms. Davis asked for an update on the Food Truck Event. Ms. Oudemans answered that the Recreation Department is working with Ms. Liggins and the Labor Day Festival Committee. The event is tentatively scheduled for Saturday, March 26, 2022, at Schrom Hills Park.

Bill Orleans, Greenbelt resident, stated that there would be over 100 evictions at Franklin Park and asked Council to direct Ms. Ard to direct Dr. Park to contact Franklin Park to not to proceed with the evictions for Thursday and Friday. Ms. Davis explained that the Council had received notification that it was misinformation regarding the evictions. Ms. Ard summarized the email she received, stating Dr. Park and the County housing staff have been in communication. She suggested that Mr. Orleans make direct contact with Franklin Park to obtain corrected information.

Mr. Jordan moved that Council go into Closed Session in accordance with Section 3-305(b)(1)(7) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland; 1) to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, that affects one or more specific individual; 2) to consult with legal counsel regarding outstanding legal matters.

|
Ms. Davis seconded the motion.

ROLL CALL:

<i>Mr. Jordan</i>	<i>-</i>	<i>Yes</i>
<i>Ms. Davis</i>	<i>-</i>	<i>Yes</i>
<i>Ms. Mach</i>	<i>-</i>	<i>(left the meeting at 11:06 p.m., came back and voted</i>

yes)

<i>Ms. Pope</i>	<i>-</i>	<i>Yes</i>
<i>Mr. Putens</i>	<i>-</i>	<i>Absent</i>
<i>Mr. Roberts</i>	<i>-</i>	<i>Yes</i>
<i>Mayor Byrd</i>	<i>-</i>	<i>No</i>

The motion passed 5-1 (Mayor Byrd voted no).

Mr. Jordan announced that Council would not return to open session at the conclusion of the closed session.

The meeting ended at 11:06 p.m.

Respectfully submitted,

*Shaniya Lashley-Mullen
Assistant to the City Clerk*

City Council Agenda Item Report

Meeting Date: December 13, 2021

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: COMMUNICATIONS

Agenda Section: COMMUNICATIONS

Subject:

Statement for the Record - Closed Session, August 10, 2021

Suggested Action:

Reference: Statement for the Record, August 10, 2021

Closed Session of August 10, 2021: The following motion is needed: In accordance with the General Provisions Article, Section 3-06(c)(2) of the Annotated Code of Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council met in closed session on Tuesday, August 10, 2021, at 8:04 p.m. virtual by zoom. Council held this closed meeting in accordance with Section 3-305(b)(1) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland; 1) discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals.

The purpose of this meeting: 1) To discuss the performance evaluation of the City Manager.

Vote to close session:

Ms. Davis - Yes

Mr. Jordan- Yes

Ms. Mach - Yes

Ms. Pope - Yes

Mr. Putens - Absent

Mr. Roberts - Yes

Mayor Byrd- Yes

No staff members were in attendance.

No other individuals were in attendance.

Council took no actions during this session.

Attachments:

[Closed Session Form_08 10 21.pdf](#)

**WRITTEN STATEMENT FOR CLOSING A MEETING
OF THE GREENBELT CITY COUNCIL**

Date: 08/10/2021 Time: 8:04 pm Location: Virtual via Zoom

Motion to close meeting made by: Mr. Jordan Seconded by: Ms. Davis

Members voting to close meeting:

	Yes	No	Abstain	Absent
Mr. Jordan	X			
Ms. Davis	X			
Ms. Mach	X			
Ms. Pope	X			
Mr. Putens				X
Mr. Roberts	X			
Mayor Byrd	X			

**STATUTORY AUTHORITY TO CLOSE SESSION (check all that apply):
This meeting will be closed under General Provisions Article, §3-305(b) only:**

- (1) ☒ To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or any other personnel matter that affects one or more specific individuals;
- (2) ☐ To protect the privacy or reputation of individuals concerning a matter not related to public business;
- (3) ☐ To consider the acquisition of real property for a public purpose and matters directly related thereto;
- (4) ☐ To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;
- (5) ☐ To consider the investment of public funds;
- (6) ☐ To consider the marketing of public securities;
- (7) ☐ To consult with counsel to obtain legal advice on a legal matter;
- (8) ☐ To consult with staff, consultants, or other individuals about pending or potential litigation;
- (9) ☐ To conduct collective bargaining negotiations or consider matters that relate to the negotiations;

- (10) [] To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including:
- (i) the deployment of fire and police services and staff; and
 - (ii) the development and implementation of emergency plans;
- (11) [] To prepare, administer, or grade a scholastic, licensing, or qualifying examination;
- (12) [] To conduct or discuss an investigative proceeding on actual or possible criminal conduct;
- (13) [] To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter;
- (14) [] Before a contract is awarded or bids are opened, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.

FOR EACH CITATION CHECKED ABOVE, THE REASONS FOR CLOSING AND TOPICS TO BE DISCUSSED:

§3-305(b) (1) to discuss the performance evaluation of the City Manager.

§3-305(b) ()

§3-305(b) ()

This statement is made by Colin Byrd
Colin A. Byrd (Signature of Presiding Officer)

**WORKSHEET FOR USE IN CLOSED SESSION (CHECKLIST OF DISCLOSURES TO BE
MADE IN MINUTES OF NEXT REGULAR MEETING-NOT A PART OF THE CLOSING STATEMENT)**

OFFICIALS ATTENDING CLOSED SESSION: [X] BYRD; [X] DAVIS; [X] JORDAN;
[X] MACH; [X] POPE; [] PUTENS; [X] ROBERTS

STAFF/OTHERS PRESENT:

None

TOPICS DISCUSSED:

City Manager Performance Evaluation

ACTION(S) TAKEN (IF ANY) AND RECORDED VOTES: None

TIME CLOSED SESSION adjourned: The time for this meeting to adjourn was not captured.

PLACE OF CLOSED SESSION: Virtual via Zoom

PURPOSE OF CLOSED SESSION: TO DISCUSS THE PERFORMANCE EVALUATION OF THE CITY MANAGER.

STATUTORY AUTHORITY FOR THE CLOSED SESSION: §3-305(b) (1); () ; () 1) To discuss the
appointment, employment, assignment, promotion, discipline, demotion, compensation,
removal, resignation, or performance evaluation of appointees, employees, or officials
over whom this public body has jurisdiction; any other personnel matter that affects
one or more specific individuals.

MEMBERS WHO VOTED TO CLOSE: [X] BYRD; [X] DAVIS; [X] JORDAN; [X] MACH;
[X] POPE; [] PUTENS; [X] ROBERTS

SIGNATURE OF PRESIDING OFFICER: Colin Byrd

Form Revised: 12/4/19

City Council Agenda Item Report

Meeting Date: December 13, 2021

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: COMMUNICATIONS

Agenda Section: COMMUNICATIONS

Subject:

Statement for the Record - Closed Session, August 24, 2021

Suggested Action:

Reference: Statement for the Record, August 24, 2021

Closed Session of August 24, 2021: The following motion is needed: In accordance with the General Provisions Article, Section 3-06(c)(2) of the Annotated Code of Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council met in closed session on Tuesday, August 24, 2021, at 8:10 p.m. virtual by zoom. Council held this closed meeting in accordance with Section 3-305(b)(1) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland; 1) discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals.

The purpose of this meeting: 1) To discuss the performance evaluation of the City Manager.

Vote to close session:

Ms. Davis - Yes

Mr. Jordan- Yes

Ms. Mach - Yes

Ms. Pope - Yes

Mr. Putens - Absent

Mr. Roberts - Absent

Mayor Byrd- Yes

No staff members were in attendance.

No other individuals were in attendance.

Council took no actions during this session.

Attachments:

[Closed Session Form_08 24 21.pdf](#)

**WRITTEN STATEMENT FOR CLOSING A MEETING
OF THE GREENBELT CITY COUNCIL**

Date: 08/24/2021 Time: 8:10 pm Location: Virtual via Zoom

Motion to close meeting made by: Mr. Jordan Seconded by: Ms. Pope

Members voting to close meeting:

	Yes	No	Abstain	Absent
Mr. Jordan	X			
Ms. Davis	X			
Ms. Mach	X			
Ms. Pope	X			
Mr. Putens				X
Mr. Roberts				X
Mayor Byrd	X			

**STATUTORY AUTHORITY TO CLOSE SESSION (check all that apply):
This meeting will be closed under General Provisions Article, §3-305(b) only:**

- (1) ☒ To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or any other personnel matter that affects one or more specific individuals;
- (2) ☐ To protect the privacy or reputation of individuals concerning a matter not related to public business;
- (3) ☐ To consider the acquisition of real property for a public purpose and matters directly related thereto;
- (4) ☐ To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;
- (5) ☐ To consider the investment of public funds;
- (6) ☐ To consider the marketing of public securities;
- (7) ☐ To consult with counsel to obtain legal advice on a legal matter;
- (8) ☐ To consult with staff, consultants, or other individuals about pending or potential litigation;
- (9) ☐ To conduct collective bargaining negotiations or consider matters that relate to the negotiations;

- (10) [] To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including:
- (i) the deployment of fire and police services and staff; and
 - (ii) the development and implementation of emergency plans;
- (11) [] To prepare, administer, or grade a scholastic, licensing, or qualifying examination;
- (12) [] To conduct or discuss an investigative proceeding on actual or possible criminal conduct;
- (13) [] To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter;
- (14) [] Before a contract is awarded or bids are opened, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.

FOR EACH CITATION CHECKED ABOVE, THE REASONS FOR CLOSING AND TOPICS TO BE DISCUSSED:

§3-305(b) (1) _____ to discuss the performance evaluation of the City Manager.

§3-305(b) () _____

§3-305(b) () _____

This statement is made by Colin Byrd
Colin A. Byrd (Signature of Presiding Officer)

**WORKSHEET FOR USE IN CLOSED SESSION (CHECKLIST OF DISCLOSURES TO BE
MADE IN MINUTES OF NEXT REGULAR MEETING-NOT A PART OF THE CLOSING STATEMENT)**

OFFICIALS ATTENDING CLOSED SESSION: [X] BYRD; [X] DAVIS; [X] JORDAN;
[X] MACH; [X] POPE; [] PUTENS; [] ROBERTS

STAFF/OTHERS PRESENT:

None

TOPICS DISCUSSED:

City Manager Performance Evaluation

ACTION(S) TAKEN (IF ANY) AND RECORDED VOTES: None

TIME CLOSED SESSION ADJOURNED: The time for this meeting to adjourn was not captured.

PLACE OF CLOSED SESSION: Virtual via Zoom

PURPOSE OF CLOSED SESSION: to discuss the Performance Evaluation of the City Manager.

STATUTORY AUTHORITY FOR THE CLOSED SESSION: §3-305(b) (1); () ; () 1) To discuss the
appointment, employment, assignment, promotion, discipline, demotion, compensation,
removal, resignation, or performance evaluation of appointees, employees, or officials
over whom this public body has jurisdiction; any other personnel matter that affects
one or more specific individuals.

MEMBERS WHO VOTED TO CLOSE: [X] BYRD; [X] DAVIS; [X] JORDAN; [X] MACH;
[X] POPE; [] PUTENS; [] ROBERTS

SIGNATURE OF PRESIDING OFFICER:

Colin Byrd

Form Revised: 12/4/19

City Council Agenda Item Report

Meeting Date: December 13, 2021

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Meeting Minutes

Agenda Section: COMMUNICATIONS

Subject:

Statement for the Record - Closed Session, November 11, 2021

Suggested Action:

Reference: Statement for the Record, November 11, 2021

Closed Session of November 11, 2021: The following motion is needed: In accordance with the General Provisions Article, Section 3-06(c)(2) of the Annotated Code of Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council met in closed session on Thursday, November 11, 2021, at 7:37 p.m. virtual by zoom. Council held this closed meeting in accordance with Section 3-305(b)(1) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland; 1) discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals.

The purpose of this meeting: 1) To discuss the performance evaluation of the City Manager.

Vote to close session:

Ms. Weaver - Yes

Ms. Davis - Yes

Ms. Pope - Yes

Mr. Gordon - Yes

Mr. Byrd - Yes

Mr. Roberts - Yes

Mayor Jordan - Yes

No staff members were in attendance.

Other individuals were in attendance: Jason Deloach, City Solicitor

Council took no actions during this session.

Attachments:

[Closed Session Form_11.11.21.pdf](#)

**WRITTEN STATEMENT FOR CLOSING A MEETING
OF THE GREENBELT CITY COUNCIL**

Date: 11/11/2021 Time: 7:37 pm Location: Virtual via Zoom

Motion to close meeting made by: Ms. Weaver Seconded by: Ms. Davis

Members voting to close meeting:

	Yes	No	Abstain	Absent
Ms. Weaver	X			
Ms. Davis	X			
Ms. Pope	X			
Mr. Gordon	X			
Mr. Byrd	X			
Mr. Roberts	X			
Mayor Jordan	X			

**STATUTORY AUTHORITY TO CLOSE SESSION (check all that apply):
This meeting will be closed under General Provisions Article, §3-305(b) only:**

- (1) ☒ To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or any other personnel matter that affects one or more specific individuals;
- (2) ☐ To protect the privacy or reputation of individuals concerning a matter not related to public business;
- (3) ☐ To consider the acquisition of real property for a public purpose and matters directly related thereto;
- (4) ☐ To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;
- (5) ☐ To consider the investment of public funds;
- (6) ☐ To consider the marketing of public securities;
- (7) ☐ To consult with counsel to obtain legal advice on a legal matter;
- (8) ☐ To consult with staff, consultants, or other individuals about pending or potential litigation;
- (9) ☐ To conduct collective bargaining negotiations or consider matters that relate to the negotiations;

- (10) [] To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including:
- (i) the deployment of fire and police services and staff; and
 - (ii) the development and implementation of emergency plans;
- (11) [] To prepare, administer, or grade a scholastic, licensing, or qualifying examination;
- (12) [] To conduct or discuss an investigative proceeding on actual or possible criminal conduct;
- (13) [] To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter;
- (14) [] Before a contract is awarded or bids are opened, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.

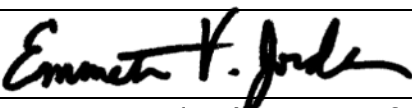
FOR EACH CITATION CHECKED ABOVE, THE REASONS FOR CLOSING AND TOPICS TO BE DISCUSSED:

§3-305(b) (1) Performance evaluation of the City Manager

§3-305(b) ()

§3-305(b) ()

This statement is made by


Emmett V. Jordan (Signature of Presiding Officer)

**WORKSHEET FOR USE IN CLOSED SESSION (CHECKLIST OF DISCLOSURES TO BE
MADE IN MINUTES OF NEXT REGULAR MEETING-NOT A PART OF THE CLOSING STATEMENT)**

OFFICIALS ATTENDING CLOSED SESSION: [X] BYRD; [X] DAVIS; [X] GORDON; [X]
JORDAN; [X] POPE; [X] ROBERTS; [X] WEAVER

STAFF/OTHERS PRESENT:

Jason Deloach, City Solicitor

TOPICS DISCUSSED:

Performance evaluation of the City Manager

ACTION(S) TAKEN (IF ANY) AND RECORDED VOTES: None

TIME CLOSED SESSION ADJOURNED: The time for this meeting to adjourn was not captured.

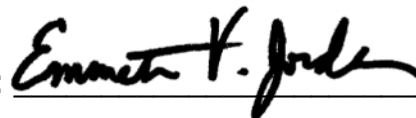
PLACE OF CLOSED SESSION: Virtual via Zoom

PURPOSE OF CLOSED SESSION: Performance evaluation of the City Manager

STATUTORY AUTHORITY FOR THE CLOSED SESSION: §3-305(b) (1); () ; () 1) To discuss the
appointment, employment, assignment, promotion, discipline, demotion, compensation,
removal, resignation, or performance evaluation of appointees, employees, or officials
over whom this public body has jurisdiction; any other personnel matter that affects
one or more specific individuals.

MEMBERS WHO VOTED TO CLOSE: [X] BYRD; [X] DAVIS; [X] GORDON; [X] JORDAN;
[X] POPE; [X] ROBERTS; [X] WEAVER

SIGNATURE OF PRESIDING OFFICER:



Form Revised: 11/11/21

City Council Agenda Item Report

Meeting Date: December 13, 2021

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Meeting Minutes

Agenda Section: COMMUNICATIONS

Subject:

Minutes - Closed Session, October 27, 2021

Suggested Action:

Minutes - Closed Session of October 27, 2021:

In order to approve these minutes, the following motion is needed:

I move that the minutes of the closed session of the City Council held Wednesday, October 27, 2021, at 11:04 p.m., virtual by zoom be approved as presented. Council held this closed meeting in accordance with the General Provisions Article, §3-305(b)(1)(7) of the *Annotated Code of Public General Laws of Maryland*, to discuss a personnel matters and legal matters.

Attachments:

City Council Agenda Item Report

Meeting Date: December 13, 2021

Submitted by: Brian Townsend

Submitting Department: Public Works

Item Type: Board and Committee Reports

Agenda Section: COMMUNICATIONS

Subject:

* Greenbelt Advisory Committee on Environmental Sustainability Report 2021-04 (City of Greenbelt Municipal Greenhouse Gas Emissions Reduction Goals)

Suggested Action:

It is recommended that Council accept this report.

Attachments:

[Green ACES Rec 2021-04 --GHG emissions reduction goals.pdf](#)

**GREENBELT ADVISORY COMMITTEE ON ENVIRONMENTAL SUSTAINABILITY
REPORT TO CITY COUNCIL
December 3, 2021
Recommendation #2021-04**

SUBJECT: City of Greenbelt Municipal Greenhouse Gas Emissions Reduction Goals

BACKGROUND: The United Nations Intergovernmental Panel on Climate Change (IPCC) released their latest report at the beginning of August 2021, stating that climate change is widespread, rapid, and intensifying, and some trends are now irreversible, at least during the present time frame. In the words of the UN Secretary-General António Guterres, this report is nothing less than "A code red for humanity. The alarm bells are deafening, and the evidence is irrefutable".

With this in mind, the City of Greenbelt City Council passed a resolution earlier this year, declaring a Climate Emergency. The City must now step up to the plate to responsibly address this situation.

As illustrated in Figure 1 below, the Metropolitan Washington Council of Governments (COG) adopted greenhouse gas (GHG) emission reduction goals of 20% by 2020, 50% by 2030, and 80% by 2050, compared to 2005 levels,

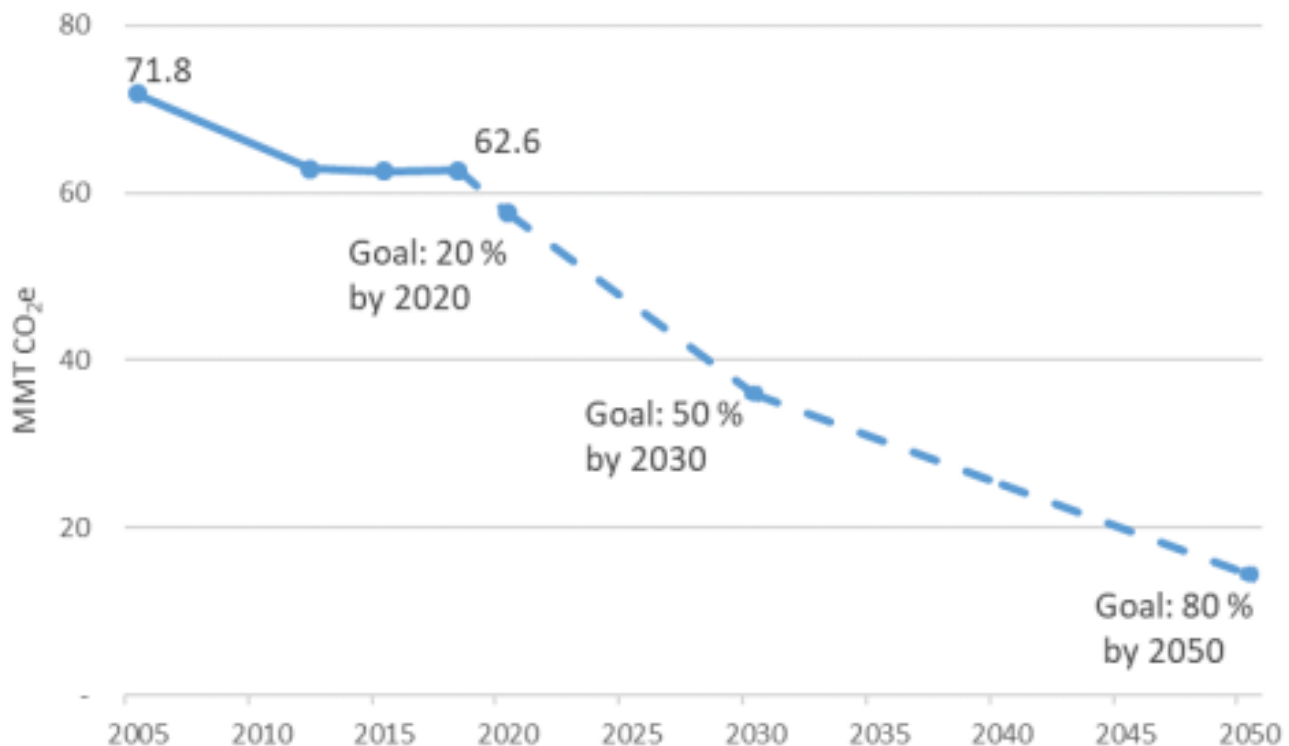


Figure 1. COG GHG emission reduction goals compared to 2005 levels

The City of Greenbelt's municipal GHG reduction goals follow those of COG. However, the City's Sustainability Framework document currently does not incorporate COG's interim 2030 goal of 50% reduction that COG adopted in October, 2020.

Noting that ambitious targets are needed to redress a crisis and that several municipalities in the COG have more stringent goals and that Prince George's County's Climate Action Plan includes all sectors, Green ACES and the Green Team support efforts to engage the Greenbelt community to broaden the GHG reduction efforts and increase the urgency at all levels.

RECOMMENDATIONS: Green ACES and the Greenbelt Green Team recommend that the City of Greenbelt incorporate COG's 2030 interim goal of a 50% reduction compared to 2005 levels. Moreover, due to the urgency and extent of the looming climate crisis, we furthermore recommend that the City go beyond COG's 2050 reduction goal of 80% and achieve carbon neutrality by 2050 (i.e., 100% reduction).

Green ACES and the Greenbelt Green Team further recommend that the city engage a consulting firm to study municipal facilities and vehicles and to provide recommendations on how the City can achieve these 2030 and 2050 GHG emission reduction goals cited above.

City Council Agenda Item Report

Meeting Date: December 13, 2021

Submitted by: Brian Townsend

Submitting Department: Public Works

Item Type: Board and Committee Reports

Agenda Section: COMMUNICATIONS

Subject:

* Greenbelt Advisory Committee on Environmental Sustainability Report 2021-05
(Greenhouse Gas Reduction Goals Re: Municipal Vehicles and Portable Equipment)

Suggested Action:

It is recommended that Council accept this report.

Attachments:

[Green ACES Rec 2021-05 --EV and portable equipment.pdf](#)

**GREENBELT ADVISORY COMMITTEE ON ENVIRONMENTAL SUSTAINABILITY
REPORT TO CITY COUNCIL
December 3, 2021
Recommendation #2021-05**

SUBJECT: Greenhouse Gas Reduction Goals Re: Municipal Vehicles and Portable Equipment

BACKGROUND: Although Greenbelt is on track to meet the stated goal to reduce greenhouse gas (GHG) emissions in our municipal building stock by offsetting approximately 90% of municipal electricity consumption through participation in a large solar energy farm, it remains that a full 60% of the City's GHG emissions results from the vehicle fleet.

In order to meet the City's agreed-upon GHG reduction goals, emissions from the municipality's fleet of vehicles must be dramatically reduced.

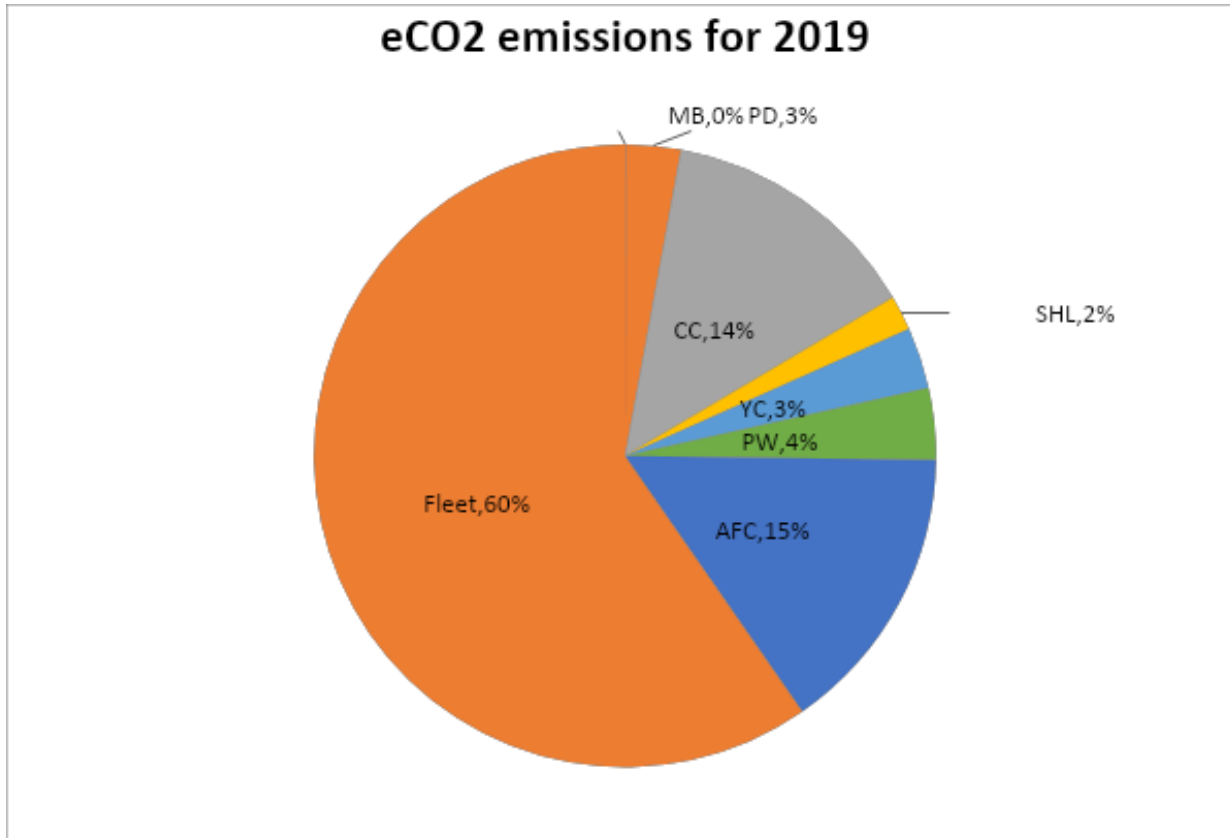


Figure 1. City of Greenbelt Municipal Greenhouse Gas Emissions by Source

In 2019, the City's fleet consumed 84,632 gallons of fuel. Notably, the City's police fleet burned 52,783 gallons of fuel, or 62.4%, accounting for nearly two-thirds of the City's total fuel consumption. In Figure 2 below, the police fleet consumption is represented by the tall blue lines. Clearly, the City of Greenbelt's fleet, especially the police fleet, must do a much better job at reducing its fuel consumption to cut GHG emissions.

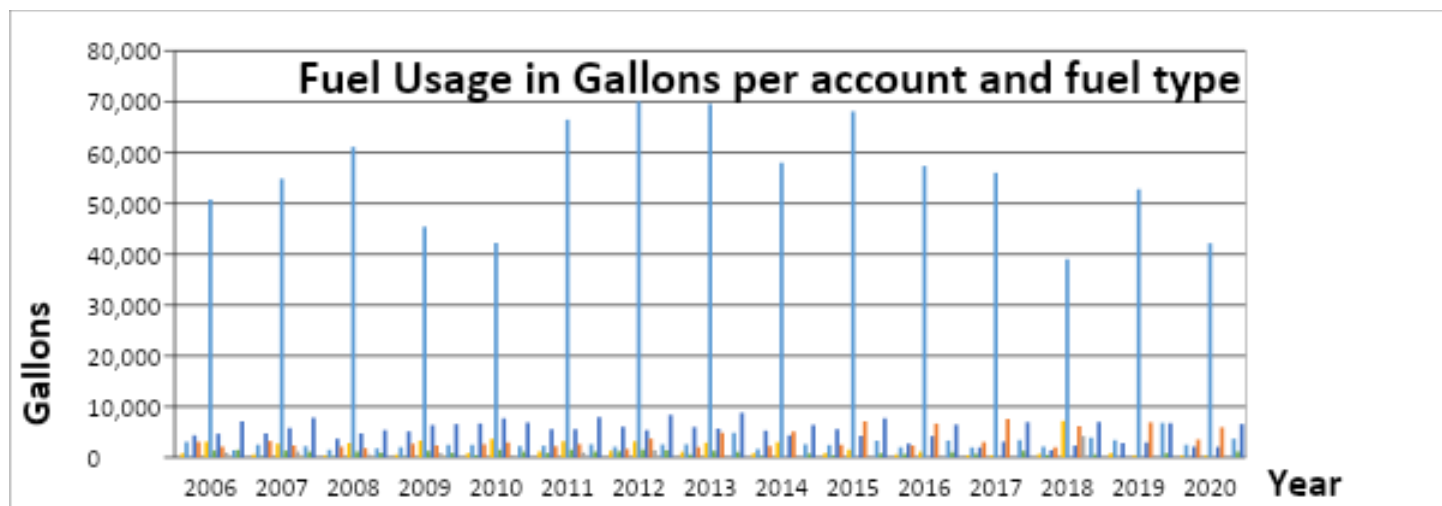


Figure 2. City of Greenbelt Total Fleet Fuel Usage by Government Department

I. RECOMMENDATIONS for VEHICLES: As a result of this analysis, Green ACES and the Greenbelt Green Team recommend that going forward, the City of Greenbelt halt the purchase of fossil-fueled vehicles. New vehicles purchased should be battery electric vehicles (BEV) or fuel cell electric vehicles (FCEV) to replace existing stock. Exceptions to this directive should only be granted by a majority vote of City Council, and should be limited to specialty and heavy vehicles such as the street sweeper and garbage/recycling trucks, which are not commercially available with electric propulsion at this time.

If the City cannot purchase electric vehicles that meet its needs through traditional fleet, county, or other government sales contracts that it currently uses, then we recommend that the City purchase its vehicles from commercial dealers on the open market.

We understand that the municipal police have special requirements for vehicles used in law enforcement; we note that two recent announcements by the Ford Motor Company indicate that appropriate electric vehicles that meet police needs are now or will soon be available for purchase.

- In September, 2021, Ford announced that it provided its Mustang Mach-E battery-electric crossover to the Michigan State Police for testing and evaluation, and that the Mach-E passed the agency's tests, making it the first all-electric vehicle to do so. While the actual test results won't be published until later this year, the agency evaluates vehicle performance in a number of categories, including acceleration, top speed, braking, high-speed pursuit, as well as the sort of handling required by an emergency response vehicle. Every year, the Michigan State Police publishes the results of its annual vehicle testing program for use by other agencies in the U.S.
- Ford also announced in September, 2021, that it will launch an electric version of its Ford Explorer in 2023. Greenbelt's police department currently uses the Ford Explorer as its pursuit vehicle.

We recommend that the City continue using the existing fleet, providing additional maintenance where needed, until either the Ford Mustang Mach-E or Explorer EV equipped for police pursuit, or other suitable EV from another manufacturer, is available to replace aging police cruiser stock.

We further recommend that, concurrent with the transition from fuel-powered to electric-powered municipal vehicles, that the City undertake a program to furnish appropriate vehicle charging stations (officially known as Electric Vehicle Supply Equipment, or EVSE) at City facilities to support the new EV vehicle fleet as it grows.

If City Council so desires, Green ACES and the Green Team can develop and give presentation(s) to staff, including police, on the merits and availability of electric vehicles that will meet City needs.

II. RECOMMENDATIONS FOR PORTABLE EQUIPMENT: Greenbelt's Department of Public Works (DPW) owns and uses equipment that is powered by fossil fuels, including mowers, trimmers, leaf blowers, etc. These machines emit GHG and other pollutants at a rate far exceeding that even of automobiles, because they are not equipped with pollution control devices such as catalytic converters. Especially polluting are the small engines that drive leaf blowers and string trimmers, because these often utilize two-cycle engines that require oil to be burned with the gasoline for proper lubrication.

Therefore, we recommend that the City change its procurement guidelines for the purchase of fossil-fuel portable equipment, replacing it with electric-powered models wherever such equipment is commercially available.

We further recommend that the Greenbelt DPW encourage the landscaping companies that bid and work under contract to maintain municipal green spaces and trees to adopt similar guidelines, utilizing electric-powered rather than fuel-powered equipment in their work. Going forward, it would be appropriate for the City's Requests for Proposal to include language setting out this guideline, and stating a preference to hire contractors who use non-polluting equipment.

City Council Agenda Item Report

Meeting Date: December 13, 2021

Submitted by: Bonita Anderson

Submitting Department: Planning

Item Type: Resolution

Agenda Section: LEGISLATION

Subject:

A Resolution to negotiate the purchase and installation of construction services for the Buddy Attick Park Parking Lot Reconstruction Project as outlined in the request for proposals from E&R Services, Inc. at a lump sum cost of \$610,744.11, plus a negotiated rate of \$100.00 per square yard for additional asphalt base repair if deemed needed.

- 2nd Reading, Adoption

Suggested Action:

Reference: Memorandum - T. Hruby, 11-16-2021

Resolution

Buddy Attick Park Parking Lot Reconstruction Project Request for Proposals

(RFP)

Advisory Committee on Trees Input

In May 2017, the City Council approved plans for the Buddy Attick Park Parking Lot Reconstruction Project. The project proposes to redesign the Buddy Attick parking lot to improve function and circulation and to incorporate environmental site design practices that will treat stormwater runoff and engage the public in stormwater issues. The project is partially being funded through the Chesapeake Bay Trust's (CBT) Prince George's County Stormwater Stewardship Grant Program (\$187,700), the Chesapeake & Atlantic Coastal Bays 2010 Trust Fund (\$480,000) and Program Open Space funding (\$221,686 encumbered).

In October 2020, staff issued a request for proposals (RFP) and seven contractors expressed interest and responded to the RFP. Lump sum cost proposals ranged from \$495,194 to \$997,268. Given the time that lapsed between the October RFP process and the securing of additional funding, staff solicited final and best offers from the original seven contractors who submitted an RFP. Four of the seven contractors submitted final and best offers ranging in cost from \$610,744.11 with add alternate for base repair at \$100 per square yard to \$865,768. Through bid analysis, interviews and reference checks staff has identified E&R Services, Inc. as Best Value for the City of Greenbelt. E&R Services proposal was most responsive as well as low bidder.

Staff is recommending that the City negotiate the purchase of construction services with E&R Services, Inc. at a lumps sup cost of \$610,744.11 and with an agreed upon unit cost of \$100 per square yard for base repair to complete the Buddy Attick Park Parking Lot Reconstruction Project.

Attachments:

[Final_Draft_Staff_Memo_Contract_Recommendation.pdf](#)

[Resolution_E_R_Services__Inc.pdf](#)

[Buddy Attick Park Request For Proposals.pdf](#)

[ACT Input on BAP Parking Lot Project.pdf](#)

Memorandum

TO: Mr. Tim George, Assistant City Manager
FROM: Terri S. Hruby, Director of Planning and Community Development
DATE: November 16, 2021
RE: Buddy Attick Park Parking Lot Reconstruction Project

In May 2017, with input from advisory boards and committees, the City Council approved plans for the Buddy Attick Park Parking Lot Reconstruction Project. The project proposes to redesign the Buddy Attick parking lot to improve function and circulation and to incorporate environmental site design practices that will treat stormwater runoff and engage the public in stormwater issues. The project is partially being funded through the Chesapeake Bay Trust's (CBT) Prince George's County Stormwater Stewardship Grant Program (\$187,700), the Chesapeake & Atlantic Coastal Bays 2010 Trust Fund (\$480,000) and Program Open Space funding (\$221,686 encumbered).

In October 2020, staff issued a request for proposals (RFP) which was advertised on the Greenbelt Website, in the Greenbelt News Review and on Maryland Bids website where emphasis was made to attract minority owned businesses. As a result, seven contractors expressed interest and responded to the RFP. Lump sum cost proposals ranged from \$495,194 to \$997,268. At the time, the City did not have sufficient funding to support the project, so the project was placed on hold while additional grant funding could be secured.

In July 2021, the City was awarded the Chesapeake & Atlantic Coastal Bays 2010 Trust Fund grant noted above that would provide the funding needed to allow the project to move forward to construction. Given the time that lapsed between the October RFP process and the securing of additional funding, staff solicited final and best offers from the original seven contractors who submitted an RFP. Four of the seven contractors submitted final and best offers ranging in cost from \$610,744.11 with add alternate for base repair at \$100 per square yard to \$865,768.

City of Greenbelt**Department of Planning and Community Development**

15 Crescent Road, Suite 200, Greenbelt, Maryland 20770

(301) 345-5417 Fax (301) 345-5418

Planning and Public Works staff conducted interviews with the two contractors who submitted the lowest best offers: E&R Services, Inc. (\$610,744.11 with unit price of \$100 per SY for base repair) and Fort Myer Construction Corporation (\$634,625 with unit price of \$85 per SY for base repair). The interviews supported that both contractors have the qualifications to complete the project. However, during the interview with Fort Myer it was determined that they made an error in preparing their cost estimate, resulting in a substantial increase in their proposed contract amount.

Staff has identified E&R Services, Inc. as Best Value for the City of Greenbelt. E&R Services proposal was most responsive as well as low bidder. E&R has completed similar work including for Prince George's County Department of Public Work and Transportation, City of Rockville, City of Bowie and City of Takoma Park. E&R Services, Inc. references were checked without issue. The company is a Minority Business Enterprise and pays its employees a living wage.

Staff recommends the City contract with E&R Services at a lump sum cost of \$610,744.11 and with an agreed upon unit cost of \$100 per square yard for base repair for construction services to complete the Buddy Attick Park Parking Lot Reconstruction Project. As requested by Council Member Roberts the trees 20 trees along the park entrance that are proposed to be removed have been marked in the field with white paint so those interested persons can review prior to second reading and adoption of the Resolution of Negotiated Purchase. As requested, staff also followed up with the Advisory Committee on Trees regarding the proposed removal of the trees and their feedback is attached for reference.

If funding partners are in support staff anticipates the project starting in early spring at the latest and lasting two months. Staff is in discussions with the contractor to determine if the project can be started in early December if grant programs require. As with other major construction projects, the City will be using Charles P. Johnson and Associates to perform construction management and inspections.

Introduced:
1st Reading:
Passed:
Posted:
Effective:

Resolution Number XXXX

A RESOLUTION TO NEGOTIATE THE PURCHASE AND INSTALLATION OF CONSTRUCTION SERVICES FOR THE BUDDY ATTICK PARK PARKING LOT RECONSTRUCTION PROJECT FROM E&R SERVICES, INC. AT A LUMP SUM COST OF \$610,744.11, PLUS BASE REPAIR AT A UNIT COST OF 100.00 PER SQUARE YARD

WHEREAS, in May 2017 the City Council approved construction plans for the Buddy Attick Park Parking Lot Reconstruction project; and

WHEREAS, the City has secured a Prince George's County Stormwater Stewardship Grant (\$187,700) and a Chesapeake & Atlantic Coastal Bays 2010 Trust Fund grant (\$480,000) towards the construction of the project; and

WHEREAS, the City has encumbered \$221,686 in Program Open Space funds for this project; and

WHEREAS, a Request for Proposals was issued; and

WHEREAS, the proposal from E&R Services, Inc. was determined to be in the City's best interest.
NOW, THEREFORE,

BE IT RESOLVED by the Council of the City of Greenbelt, Maryland, that the City Manager, or designee, be authorized to negotiate the purchase of Contract Services for the construction of the Buddy Attick Park Parking Lot Reconstruction project from E&R Services, Inc. at a lump sum cost of \$610,744.11, plus unspecified base repair at a unit cost of \$100.000 per square yard.

PASSED by the Council of the City of Greenbelt, Maryland, at its Regular Meeting of _____
_____, 2021.

Emmett V. Jordan, Mayor

ATTEST:

Bonita Anderson, City Clerk

REQUEST FOR PROPOSALS (RFP)
BUDDY ATTICK PARK PARKING LOT RECONSTRUCTION
PROJECT
CONTRACT NO. 2020-06-R

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- I. General Information**
- II. Special Provisions**
- III. General Conditions of the Contract for Construction**
- IV. Proposal Forms (SUBMITTALS)**

BUDDY ATTICK PARK PARKING LOT RECONSTRUCTION PROJECT

CONTRACT NO. 2020-06-R

General Information & Requirements

CITY OF GREENBELT, MARYLAND
REQUEST FOR PROPOSALS (RFP)
August 4, 2020

The City of Greenbelt Department of Planning and Community Development will receive sealed proposals for:

Contract No. 2020-06-R

Buddy Attick Park Parking Lot Reconstruction Project

The City of Greenbelt is seeking Proposals from qualified contractors to undertake improvements to the Buddy Attick Park parking lot based on engineered designs for the Reconstruction of the existing parking facilities and the incorporation of walkways and storm water best management practices. The parking lot accommodates public and permitted parking spaces, and provides access to the city's recycling center and Public Works facility. Improvements, as shown on plans titled, Grading and Erosion and Sediment Control Plans prepared by Greening Urban, LLC (FDC # 149-16), dated 5/1/2020; Final Site and Fine Grading Plan prepared by Greening Urban dated 1/20/2018 and Landscape Plan prepared by Bradley Site Design dated 3/20/2020 include but are not limited to: demolition, installation of permeable pavement, installation stormwater management facilities, paving, striping and installation of curb and gutter.

PART 1 – GENERAL INFORMATION

- A. RFP Title:** Buddy Attick Park Parking Lot Reconstruction Project
- B. RFP Number:** 2020-06-R
- C. Brief Description:** The purpose of this Request for Proposals (RFP) is to obtain a qualified contractor to construct improvements, including installation of stormwater management facilities, to the Buddy Attick Park parking lot located a 555 Crescent Road, Greenbelt, MD 20770.
- D. Issuing Officer:** Terri Hruby
Director of Planning and Community Development
Department of Planning and Community Development
15 Crescent Road, Suite 200
Greenbelt, Maryland 20770

301-345-5417
Fax # 301-345-5418
E-mail: thruby@greenbeltmd.gov

E. Response Due Date: Proposals must be delivered to the Issuing Officer no later than 2:00 pm on Friday, September 11, 2020. Proposals received after this deadline may be refused and deemed ineligible for consideration at the City's sole discretion.

A. Proposal Submittal: Proposal responses shall include all proposal forms included in Section IV and submitted in a sealed envelope titled, "Request for Proposals, Buddy Attick Park Parking Lot Reconstruction Project, 2020-06-R".

B. RFP Pre-Proposal Conference: A pre-proposal conference will be held at 555 Crescent Road, Suite 200, Greenbelt, Maryland on, Thursday, August 20 at 10:00 am.

While attendance at the pre-proposal conference is not mandatory, all interested Offerors are encouraged to attend. The information presented may be helpful in the preparation of an acceptable proposal.

PART 2 – GENERAL REQUIREMENTS AND QUALIFICATIONS

A. Professional Requirements and Experience- The Offeror must be a qualified licensed contractor and shall provide documentation that demonstrates extensive experience related to this project. The proposal must include a minimum of three professional references.

B. Insurance Requirements- Maintain General Liability Insurance (\$1,000,000 minimum); Workers Compensation Insurance (\$500,000), business automobile liability (\$1,000,000) and furnish proof of such insurance and Contractor's Pollution Insurance (\$1,000,000 minimum) and furnish proof.

C. Living Wage Requirement: The City has a Living Wage Policy. Any contractor to the City with a contract valued at \$50,000 or more must comply with the City's policy and pay all employees a Living Wage or better. All City contractors are encouraged to pay a living wage. The Living Wage is set July 1 of each year based on the State of Maryland Living Wage which is set by the State's Division of Labor and Industry.

The City of Greenbelt does not discriminate in the admission of, or employment in, its programs,

activities or services. Minority and women owned businesses, as well as Contractors located in Greenbelt or Prince George's County are encouraged to submit proposals.

The City of Greenbelt reserves the right to reject any or all proposals.

CITY OF GREENBELT, MARYLAND

INFORMATION FOR OFFERERS

1. Form of Proposal

All proposals must be made only upon the blank forms provided in Section IV of the contract documents and enclosed in a sealed envelope marked "Request For Proposals, Buddy Attick Park Parking Lot Reconstruction Project, 2020-06-R". All blank spaces must be filled in, in ink and must give the price for each item and the aggregate amount for the work both in words and figures and must be signed and acknowledged by the Offeror.

In the event of discrepancies between the prices quoted in the proposal in words and those quoted in figures, the words shall control. The prices are to include the furnishing of all materials, plant, equipment, tools and all other facilities, and the performance of all labor and services necessary or proper for the completion of the work, except such as may be otherwise expressly provided in the Contract Documents and associated plans.

2. Omissions and Discrepancies

Should an Offeror find discrepancies in, or omissions from the Drawings and/or Contract Documents, or should the Offeror be in doubt as to their meaning, the Offeror should at once notify the City's Project Manager, who may send a written instruction to all Offerors.

No oral interpretation shall be made to any Offeror as to the meaning of any of the Contract Documents. Every request for interpretations shall be in writing to the Owner.

3. Rejection of Proposals

The Owner reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, any proposal which is incomplete, obscure, irregular or unqualified may be rejected; any proposal having erasures or corrections or any proposal in which the unit prices are omitted or obviously unbalanced may be rejected; any proposal accompanied by an irregular or insufficient check/bond may be rejected; any proposal submitted by a Offeror who fails to satisfy the Owner that said Offeror is properly qualified to carry out the obligations of the Contract or to complete the work contemplated therein may be rejected.

4. Determination of Lowest Responsive Offeror

Except where the Owner exercises the right reserved herein to reject any or all proposals and contingent upon the availability of funds, the Contract will be awarded to the lowest, responsive, responsible Offeror as determined by the City on the basis of the follow criteria:

Basis of Award

The purchase shall be awarded to the firm with the lowest, responsive, responsible Offeror as determined by the City. In determining the lowest, responsive, responsible Offeror, the purchasing agent and the City Council shall give consideration to the following:

- a. The ability, capacity and skill of the Offeror to perform the Contract or provide the services required.
- b. Whether the Offeror can perform the Contract or provide the service promptly, or within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience and efficiency of the Offeror.
- d. The quality of performance of previous contract or services of a similar nature.
- e. The previous and existing compliance by the Offeror with the laws and ordinances relating to the contract or service.
- f. The sufficiency of the financial resources and ability of the Offeror to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies, or contractual services to the particular use required.
- h. The ability of the Offeror to provide future maintenance and service of the items to be purchased, if required, and the convenience to the City of the location at which such maintenance or service will be performed.
- i. The number or scope of conditions attached to the proposal.
- j. The estimated life cycle costs of the items to be purchased when it is possible to reasonably estimate such costs.

- k. The cost of delivery of supplies or services to be purchased, or, if the City must obtain delivery of supplies or receive services at a place other than the premises of the City, the convenience of the location at which delivery or receipt is to be made.
- l. Whether or not the Offeror is a person or business located within the corporate limits of the City of Greenbelt or a minority-owned business enterprise that has submitted a proposal which has been adjudged to be equal in all other respects to the proposals received from Offerors which are neither minority-owned or located within the corporate limits of the City.
- m. Whether the prices quoted by the Offeror are balanced.
- n. Such other information which, in the judgment of the City Council, may have a bearing upon the determination of the lowest, responsive, responsible Offeror.

5. Acceptance of Proposals

The contract shall be awarded to the lowest, responsive, responsible Offeror who offers the lowest or best proposal, quality of goods, materials, and work, time of delivery or completion, and responsibility of Offerors being considered.

The acceptance of the proposals will be a notice in writing signed by the Owner and shall bind the successful Offeror to execute the Contract. The Owner, however, reserves the right to postpone the date for presentation and opening proposals and will give notice of any such postponement to each prospective Offeror.

A proposal must not be modified, withdrawn, or canceled by the Offeror for 120 days following the time and date designated for receipt of Proposals, and Offeror so agrees when submitting a proposal

6. Executing Contract, Insurance, Liquidated Damage

Within ten (10) days after receiving a notice of acceptance, the successful Offeror shall obtain both a Performance Bond and a Labor and Material Payment Bond, each equal to 100 percent of the amount of the contract award from a surety company acceptable to the Owner licensed to conduct business in the State of Maryland and shall deliver them to the City and shall execute the Contract. The obligee under these bonds shall be the City of Greenbelt. The premium on these bonds shall be paid by the Contractor. Contracts shall be executed on

a City of Greenbelt standard contract.

All insurance requirements shall apply to both the General Contractor and his subcontractors. The Contractor shall submit a certificate of insurance showing that he satisfies the conditions of the contract prior to the execution of the contract.

The Contractor acknowledges by executing this contract that time is of the essence in the completion of the work, and the Contractor further agrees to substantially complete all work as specified in the contract documents within 60 calendar days strongly preferred, but no more than 90 days from the commencement of work. The Contractor shall agree to begin work within seven days after receiving the notice to proceed. The Contractor agrees that he may be charged damages at a rate of \$500.00 per calendar day for every day beyond the contract time frame for which contract requirements are not completed. Whether construction has actually begun or not, the construction will be considered to have started no later than seven days following the notice to proceed.

7. No Misunderstanding

The attention of persons intending to submit proposals is specifically called to the General Conditions of the Contract for Construction wherein the Offeror agrees that the Offeror has examined the Contract Documents and the site of the work and is fully informed from personal examination of the same regarding the quantities, character and location and other conditions affecting the work to be performed. Particular attention is called to special notes and specifications in the proposal which may contain contract requirements at variance with standard plans and specifications.

8. Revocation of Award

If the Offerors to whom an award is made shall fail to expedite any contract or bonds as may be required by these specifications or otherwise fails to perform in accordance with his proposal, the Contract Documents, or specifications, the award may be annulled and the Contract awarded to the second lowest responsible Offeror and such Offeror shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made, or the City may reject all of the proposals as its interest may require.

9. Plans Provided

Upon execution of the Contract, the Owner will supply at no cost to the Contractor one copy of the plans and specifications for the Contractor and its Subcontractor(s) to complete the work.

**BUDDY ATTICK PARK PARKING LOT RECONSTRUCTION
PROJECT**

CONTRACT NO. 2020-06-R

SPECIAL PROVISIONS

CITY OF GREENBELT

SPECIAL PROVISIONS

A. Scope

The work under this contract includes all labor, materials, equipment and appurtenances required for the complete construction of all items of work necessary or required to make the installation complete and correct in every respect and guaranteed to be substantial, safe, and ready for regular operation and use by the Owner as shown in the plans and specifications. All work is to be completed in accordance with applicable government and other regulatory standards, codes, plans and requirements.

B. General

Only new materials will be acceptable for use on the project.

All materials and workmanship shall be of the best quality and shall be subject to the approval of the Owner. No deviation from the provisions of the detailed specifications and plans shall be made without written approval of the Owner.

Weekly progress meetings are required between the City, their agents and the Contractor. The time and place of the meetings shall be determined at the mutual convenience of all.

C. Laws and Regulations

The Contractor shall comply with all municipal, county, state and federal laws and ordinances and also those of the local utility companies having jurisdiction.

If electrical work is required, the electrical work shall be installed in strict accordance with the requirements of the National Electric Code, the utility company, and all other authorities having jurisdiction at the time of the execution of the electrical work herein required, including all necessary Fire Underwriter's inspections and approvals.

D. Site Investigation

The Contractor acknowledges that he has satisfied himself to the nature and location of the work, the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, tides or similar physical conditions at the

site. Also, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work is the responsibility of the Contractor.

The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and sub-surface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as, from information presented by the drawings and specifications made a part of this contract. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner. The Owner also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this contract, unless (I) such understanding or representations are expressly stated in the contract and (ii) the contract expressly provides that the responsibility therefore is assumed by the Owner. Representations which are not expressly stated in the contract and for which liability is not expressly assumed by the Owner in the Contract Documents shall be deemed only for the information of the Contractor.

E. Or Equal Clause

When any article is specified by proprietary name, trade name, or name of manufacturer, with or without the addition of such expressions as "or equal", it is to be understood that the article named or the equal thereof is intended, subject to the approval of the City of Greenbelt as to the quality thereof; and it is distinctly understood: (1) that the City of Greenbelt is to use his own judgement in determining, from time to time, whether or not any article proposed to be substituted is the equal of any article to be specified; (2) that the decision on all such questions of equality shall be final; (3) that, in the event of any adverse decisions, no claim of any sort shall be made or allowed against the Project Manager or the City of Greenbelt because of such decision; and (4) that no article submitted for approval will be approved which requires re-design of project facilities unless the submittal of said article was requested in writing to the City of Greenbelt.

E. Work Schedule

The Contractor shall at the execution of the Contract, notify the Owner in writing of the names of Subcontractors proposed for the principal parts of the work and for such others as the Owner may direct and shall not employ any that the Owner may, within a reasonable time, object to as incompetent or unfit.

F. Unsatisfactory Progress - Contract Cancellation

The Contractor shall provide sufficient qualified personnel and equipment to maintain a reasonable rate of progress in accordance with the approved schedule until work is complete.

If the Contractor does not properly staff the job with the proper personnel and construction equipment in sufficient number so as to maintain a reasonable construction rate each and every working day until work is complete, the Owner or their agent may so notify the Contractor. Thereafter, if the Contractor still fails to meet the rate of construction requirements or place work in accordance with these specifications, this shall be sufficient cause for the cancellation of this Contract on the date of such default. This decision is the sole discretion of the Owner. Ten (10) days after written notice of contract cancellation shall represent approval for the Owner to contract with another responsible firm to complete the work. All increased costs are to be defrayed by the Contractor, and/or the Contractor's bonding company.

If in the opinion of the Owner the progress is not satisfactory, overtime shall be demanded and instituted to meet the Construction Schedule, at no additional cost to the Owner.

G. Subcontractors

The Contractor shall, at the execution of the contract, provide the Owner, in writing, the names of subcontractors proposed for the principal parts of the work and for such others as the Owner may direct, and shall not employ any that the owner may, within a reasonable period of time, object to as incompetent or unfit, or otherwise be precluded from performing services under the contract.

H. Survey

The Contractor shall perform all stakeout survey work necessary to insure that improvements, building, utilities, site grading, structure locations, elevations, pipe invert elevations, pavement grades, etc., are installed as shown on the plans. The Contractor will be responsible for all layout work.

Where pavement restoration work is required, the Contractor's survey crews shall also provide grade stakes along gutter lines at a maximum interval of 50 feet which will insure the placement of trench pavement at:

1. A constant grade into catch basins; and
2. Minimum cross slope of $\frac{1}{4}$ " per foot from the pavement saw cut line to the gutter line where applicable.

Any ponding or puddling along the new paving will be unacceptable. The cost of all survey work to be performed by the Contractor shall be included in the contract proposal.

I. Fire Hydrants

All hydrants within or adjacent to the construction limits shall be kept and maintained readily accessible to fire apparatus at all times. No obstruction shall be placed within 15 feet of any such hydrant.

J. Necessary Details Not Specifically Mentioned

All work called for in the specifications and not shown on the plans, or shown on the plans and not called for in the specifications, shall be furnished and executed by the Contractor as if designated in both of these ways and should any work or materials be required which is not denoted on the plans and specifications either directly or indirectly, but which is, nevertheless, necessary for the proper carrying out of the intent thereof, it is understood and agreed that the same is implied and required and the Contractor shall perform such work and furnish such materials as fully as if they were completely delineated and described.

K. Inspection of Work

All work shall be subject to continuous inspection by the Owner. The Contractor shall perform any work requested and required for this inspection and shall make all work accessible to the Owner at all times.

The Contractor is responsible for all material testing required. Within ten (10) days after execution of the Contract, the Contractor shall submit to the Owner the name and qualifications of an independent testing and inspection lab employed by the Contractor to conduct all testing and inspection as called for in these specifications. The Owner may object to the selected inspection agent, with cause, in which case, the Contractor shall select an alternate inspection agent.

The Owner shall be permitted to observe all testing and inspections. Test reports shall be promptly forwarded to the Owner, with the report noting time; day and date of the test; the area tested; testing performed; results; and compliance or noncompliance with contract specifications. All reports shall be sealed by a registered Professional Engineer. The Contractor shall bear all costs of required testing and inspection as required in the Contract Documents.

The work of the Owner's inspector will not include any supervisory duties. Supervisory duties will remain the sole responsibility of the Contractor at all times. The inspector shall not be responsible for insuring the Contractor follows all applicable safety regulations. This

responsibility remains the sole responsibility of the Contractor.

The Contractor shall be responsible for carrying out the provisions of the Contract at all times, regardless whether an authorized inspector is present or not.

It shall be solely the responsibility of the Contractor to see that the plans and specifications are being followed. Failure of the Owner to immediately reject any unsatisfactory materials or workmanship or to notify the Contractor of any deviation from the specifications shall not relieve the Contractor of the responsibility to replace unsatisfactory work.

Any material or finished work which, in the opinion of the Owner, does not comply with the plans and specifications shall be removed by the Contractor and replaced at the Contractor's own cost and expense.

M. Sanitary Provisions

Sanitary conveniences for the use of all persons employed on the work shall be provided and maintained by the Contractor in sufficient manner, in such manner, and at such places as shall be approved. The Contractor shall vigorously prohibit the committing of nuisances at the site of the work. Any employee found violating these provisions shall be removed from the project and not again employed. Such sanitary conveniences shall be constructed and maintained in compliance with all laws, ordinances, or regulations governing the same.

N. Utilities

Any utilities encountered during the work shall be maintained and protected in their existing location unless otherwise provided. The Contractor shall cooperate in every way with the owning companies or agencies to make it possible for them to provide uninterrupted service. The contractor shall contact Miss Utility (1-800-257-7777) at least two days prior to construction to allow for marking of existing utilities.

Excavations shall not be started until all gas mains, water mains, and other service mains have been located and flagged by a utility inspector or engineer. A gas inspector shall be present on this project at all times whenever excavations are in close proximity to gas mains and/or service lines.

Any existing utilities, including individual house services, in the way of proposed construction, shall be readjusted by the supplying utility company; except where the utility is publicly owned. The Owner shall, whenever possible, allow for minor field adjustments in order to expedite the Contract and to prevent unnecessary hardship and expense to any utility company. The Contractor shall notify the utility companies sufficiently in advance of construction to permit ample time to do such work as necessary to provide clearance for the

proposed construction.

All known private or public utility lines within or adjacent to the project area are shown in their approximate existing locations on the plans. The Contractor is, however, cautioned that these locations shown are not guaranteed nor is there any guarantee to the Contractor that all lines actually in existence within the Contract limits have been shown on the plans. The Contractor shall satisfy itself as to the exact locations and extent of all utilities that may be encountered in the work. The Contractor shall contact Miss Utility at least 48 hours prior to beginning construction.

The contractor is responsible for any damage to existing utilities that may occur as a result of this operation. Any damage to existing structures, including existing sanitary sewer pipes and manholes, storm drain pipes, structures, shall be immediately repaired to the City's satisfaction by the contractor at his own expense.

O. Protection of Work and Property

The Contractor shall at all time safely guard the public against, and the Owner's property from, injury or loss in connection with the Contract. He shall at all times safely guard and protect the public, his own work and that of adjacent property from damage, loss or injury. All passageways, guard fences, lights, and other facilities required for protection by all authorities or local conditions must be provided and maintained.

It is further understood and agreed that loss or damage arising out of the nature of the work to be done under this Contract or from any unforeseen obstruction or difficulties which may be encountered in the performance of the same or from the action of the elements, public or from encumbrances on the line of work or from any injury done in consequence of acts or omissions on the part of the Contractor, Subcontractor, their employees, or agents in carrying out any of the provisions or requirements of this Contract shall be borne and assumed by the Contractor.

P. No Waiver of Legal Rights

The Owner shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment, therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate or certificate is untrue or incorrectly made nor that the work or materials do not, in fact, conform to the Contract. The Owner shall not be precluded or estopped not withstanding any such measurement, estimate or certificate any payment in accordance therewith, from recovering from the Contractor or its sureties, or both, such damages as it may sustain by reason of its failure to comply with the terms of the Contract. Neither the acceptance by the

Owner, or any other representative of the Owner, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Owner shall operate as a waiver to any portion of the Contract or any power herein reserved, or of any right to damages.

Q. Subsurface Conditions - Dewatering

When excavating or dredging, the Contractor may encounter wet or saturated soils. Contractor shall be prepared to transport soil off-site in a manner that prevents discharge or spillage of soils or water onto adjacent properties or roads. The cost of handling and re-handling as necessary, wet soils shall be considered incidental to the cost of excavation. Should any discharge occur, the Contractor shall be responsible for immediate and complete clean up.

All excavation for structures and pipe laying must be kept free of water. Sufficient pumps or pumping machinery must be provided and maintained in working order by the Contractor. The cost of dewatering shall be included in the appropriate items. No additional compensation will be paid separately for this work.

R. Maintenance and Protection of Trees

The Contractor will be required to install and maintain construction fence along existing vegetated areas that are not to be disturbed. All caution shall be exercised by the Contractor to protect these protected vegetated areas. Should vegetation within any such protected areas be damaged due to the Contractor's activities, the Contractor shall remove, at his cost, any damaged areas as directed by the Owner and may be responsible for one of the following remedies, as specified by the Owner: replacement of damaged tree(s) with an equivalent caliper tree(s), cash damages equaling \$100 for each caliper inch of damaged tree(s), or alternative damages deemed acceptable to the Owner and the Contractor. The Contractor is fully responsible for any remediation as defined in applicable local ordinances, which remedy is separate from those required by the Owner.

The contractor shall exercise care in activities involving either cut and fill or grading in the vicinity of trees at the construction site. All earth cuts in the vicinity of trees not identified for removal shall be made in a manner that does not disturb the root system within the drip line of the tree. The Contractor shall operate a trenching machine, vibratory knife or rock saw along the outside limits of grading prior to clearing and grubbing operations in areas adjacent to trees. This root pruning, to a depth of 30 inches and to be performed only in the vicinity of existing trees, will clean cut roots and minimize construction activity shock to the affected trees. When a trenching machine is used, the trench shall be immediately back-filled.

S. Maintenance and Protection of Traffic

A sufficient number of lighted type II barricades of suitable size and color shall be provided by the Contractor adjacent to the work areas to guide traffic through the work areas safely and efficiently.

All barricades shall be adequately illuminated at night and lights for this purpose shall be kept operative from sunset to sunrise.

If the Contractor fails to maintain traffic adequately, the Owner may correct the adverse conditions by use of his forces, augmented, if necessary, by such other equipment and personnel as it may be necessary to hire, and the cost of the entire work by such forces shall be deducted from the monies due the Contractor on this Contract. The cost of such work shall be deducted from the total amount due the Contractor within the current billing period.

T. Sediment and Erosion Control

1. The Contractor shall furnish all labor, materials, and equipment necessary to provide erosion control during construction as required by State of Maryland and local law, and as shown on the County approved sediment and erosion control plans. The extent of the control will be in accordance with Prince George's County Soil Conservation Standards, Grading and Sediment Control Ordinances for Prince George's County, the Code of the City of Greenbelt, and the latest applicable regulations of the State Department of Natural Resources, Water Resource Administration, and as ordered by the Sediment Control Inspector.
2. All of the work shall be performed as indicated on the plans and specifications, or as specified by the designated Engineer assigned by the City. Construction shall not begin until all sediment and erosion control facilities have been installed and approved by the Engineer. The Contractor shall stay within the limits of disturbance shown on the Construction Documents, and minimize disturbance within the working area wherever possible.
3. All perimeter controls and erosion and sediment control structures and devices shall be maintained throughout the life of the project, conforming to the detailed Sequence of Construction, or as directed by the Engineer and/or Sediment Control Inspector
4. In order to minimize transport of earth and other construction materials into natural water courses during construction, the Contractor shall:
 - a. Provide, maintain, and remove, when the work is complete, temporary dirt

bags and silt fences in the locations shown on the plans or as directed by the Owner.

- b. Remove existing natural cover or man-made earth cover only when actually ready to begin and complete the work requiring it.
 - d. Stabilize areas immediately after grading operations are completed. The Contractor shall provide temporary seeding as required.
 - e. All work shall be completed with no delays.
 - f. The Contractor must keep City streets free from dust and debris associated with any and all of his construction activities.
5. All sediment and erosion controls shall be inspected daily to ensure that the controls meet the project specification.
6. In the event that, in the judgment of the Sediment Control Inspector, erosion control is not maintained adequately and is not satisfactorily corrected, on any part of the contract, on any day, damages in the amount of \$100/day may be assessed against the Contractor, in addition to other penalties as set forth in city, county and/or state law.
7. Contractor shall be responsible for preventing sediment laden water from leaving the site at all times and for the protection of all existing culverts from sediment runoff. Approved sediment control measures shall be utilized, as necessary, for all culverts and flow diversion devices in the vicinity of the proposed construction. The failure of plans to indicate required measures shall not relieve Contractor of this responsibility. In the event sediment is carried into existing culverts or downstream areas, Contractor shall be responsible for cleaning and restoring the entire drainage system affected at this own expense.
8. In case of repeated failures on the part of Contractor to control erosion or siltation, the Project Manager reserves the right to employ outside assistance or to use his own forces to provide the necessary corrective measures. Such incurred direct costs plus project engineering cost will be charged to Contractor and appropriate deductions made from Contractor's monthly invoice.

U. Warranty

1. Contractor shall guarantee all of the work included in this contract for a period of two years after the date of completion and acceptance of the facilities by the City of Greenbelt as follows:
 - a) Against all faulty or imperfect materials, and against all imperfect, careless, unskilled workmanship on the part of Contractor, his sub-contractors, or component manufacturers.
 - b) 90% survival rate for all bioengineering or plantings.
 - c) The entire facilities and each and every part thereof shall operate with normal care and attention in a satisfactory and efficient manner, and in accordance with the requirements of the specifications.
2. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the sole opinion of the Project Manager is rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall promptly upon receipt of notice from the Project Manager and without expense to said Owner:
 - a. Place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein;
 - b. Make good all damage to the site, which, in the sole opinion of the Project Manager is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract; and
 - c. Make good any work or material disturbed in fulfilling any such guarantee.
3. In any case wherein fulfilling the requirements of the Contract or of any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Project Manager and guarantee such restored work to the same extent as it was guaranteed under such other contract.
4. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor and his Surety shall be liable for all expense incurred.
5. All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the Contract Documents shall be subject to the terms of this paragraph during the first year of the life of such

special guarantee.

V. Bonds

The Contractor shall pay for all necessary bonds as required by the City of Greenbelt, MD. The Contractor shall obtain both a Performance Bond and a Labor and Material Payment Bond, equal to 100 percent of the total amount of the proposal from a surety company acceptable to the Owner. At the time of project acceptance of the City, the Contractor shall furnish a Maintenance Bond in the amount of five (5) percent of the total cost of the project(s). The Maintenance Bond guarantees for a period of one (1) year to indemnify against defective workmanship or materials.

U. Contractor Parking

Except for vehicles required for immediate construction activity, all employee vehicles are to be parked legally, unless otherwise directed by the Owner.

V. Material Storage

Materials are to be stored in a location approved by the Owner. The Contractor shall provide protection and security of the storage areas.

W. Contractor's Use of Premises

The Contractor shall limit the use of the premises to the area of construction, and any areas provided for access, staging and storage of materials.

Deliveries are to be scheduled to minimize space and time requirements of materials and equipment on the site. Do not drive over sidewalks, curbs, or other permanent construction, unless approved by the Owner.

X. As-Builts

The Contractor shall provide one copy of as-built plans at the completion of the project.

Y. Additional Maryland Department of the Environment Requirements

State Program Open Space funding is being used for this project and the Maryland Department of the Environment issued the following qualifying comments that the Contractor Shall meet if applicable:

1. Any solid waste including construction, demolition and land clearing debris,

generated from the subject project, must be properly disposed of at a permitted solid waste acceptance facility, or recycled if possible. Contact the Solid Waste Program at (410) 537-3315 for additional information regarding solid waste activities and contact the Resource Management Program at (410) 537-3314 for additional information regarding recycling activities.

2. The Resource Management Program should be contacted directly at (410) 537-3314 by those facilities which generate or propose to generate or handle hazardous wastes to ensure these activities are being conducted in compliance with applicable State and federal laws and regulations. The Program should also be contacted prior to construction activities to ensure that the treatment, storage or disposal of hazardous wastes and low-level radioactive wastes at the facility will be conducted in compliance with applicable State and federal laws and regulations.
3. The proposed project may involve rehabilitation, redevelopment, revitalization, or property acquisition of commercial, industrial property. Accordingly, MDE's Brownfields Site Assessment and Voluntary Cleanup Programs (VCP) may provide valuable assistance to you in this project. These programs involve environmental site assessment in accordance with accepted industry and financial institution standards for property transfer. For specific information about these programs and eligibility, please Land Restoration Program at (410) 537-3437.
4. Borrow areas used to provide clean earth back fill material may require a surface mine permit. Disposal of excess cut material at a surface mine may require site approval. Contact the Mining Program at (410) 537-3557 for further details.
5. During the duration of the project, soil excavation/grading/site work will be performed; there is a potential for encountering soil contamination. If soil contamination is present, a permit for soil remediation is required from MDE's Air and Radiation Management Administration. Please contact the New Source Permits Division, Air and Radiation Management Administration at (410) 537-3230 to learn about the State's requirements for these permits.
6. Construction, renovation and/or demolition of buildings and roadways must be performed in conformance with State regulations pertaining to "Particulate Matter from Materials Handling and Construction" (COMAR 26.11.06.03D), requiring that during any construction and/or demolition work, reasonable precaution must be taken to prevent particulate matter, such as fugitive dust, from becoming airborne.

**BUDDY ATTICK PARK PARKING LOT RESIGN
PROJECT
CONTRACT NO. 2020-06-R**

General Conditions of the Contract for Construction

**CITY OF GREENBELT, MARYLAND
BUDDY ATTICK PARK PARKING LOT RECONSTRUCTION PROJECT
CONTRACT NO. 2020-06-R**

**GENERAL CONDITIONS
OF THE
CONTRACT FOR CONSTRUCTION**

ARTICLE 1 GENERAL PROVISIONS

1.1 The Contract Documents

- 1.1.1 The *Contract Documents* consist of the General Conditions of the Contract for Construction, conditions of the Contract, drawings, specifications, addenda issued prior to the execution of the Contract, and other documents as listed in attachment one (1) to the General Conditions of the Contract for Construction.
- 1.1.2 No deviation from the Contract Documents for any reason whatsoever and with regard to any provision of the services, materials, labor, and/or equipment required for the Work shall be a precedent for the handling of any subsequent interpretation or application of any provision of the Contract Documents.
- 1.1.3 The division of the specifications into divisions and sections is for the purpose of convenience or reference. Such separations shall not serve to make sections independent of the total specification and other Contract Documents or to modify the Contractor's duty to coordinate all parts of the Work.
- 1.1.4 In the event of discrepancies within the drawings and specifications that show a conflict in materials, methods of construction, quantities, sizes or quality of materials, or method of payment, the Contractor shall notify the Owner who will then clarify the discrepancy in writing. In the event that such discrepancies are not clarified prior to the execution of the Contract, then the more costly of the conflicting materials, methods of construction, quantities, sizes or quality of materials shall be provided at no extra cost to the Owner.

1.2 The Contract

- 1.2.1 The Contract Documents form the *Contract* for construction. The Contract Documents form the entire agreement between the parties and supersede prior negotiations, representations, or agreements, written or oral.
- 1.2.2 The Contract may be amended only by written modification.
- 1.2.3 The Contract shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.
- 1.2.4 The Owner and the Contractor shall sign the Contract.
- 1.2.5 The intent of the Contract is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

1.3 The Work

- 1.3.1 The *Work* means the construction and services required by the Contract Documents, and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.
- 1.3.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated personal observations with requirements of the Contract and is familiar with all local permit requirements and ordinances that may affect the Work.
- 1.3.3 All systems in all divisions are to be constructed as wholly closed, connected and fully working systems. Any doubts by the Contractor as to the intent of the Contract Document requirements for such total systems must be verified before proceeding. Where new power operated devices are shown such as equipment or light fixtures, the Contractor must provide all electrical work shown or not shown necessary to make such devices operable including electrical connections, circuits, conduits, breakers, panels and cutoff switches.
- 1.4 Definitions**
- 1.4.1 The *Project* is the total construction of which the Work performed under the Contract Documents may be the whole or part and which may include construction by the Owner or by separate contractors.
- 1.4.2 The *Drawings* are the graphic and pictorial portions of the Contract Documents, whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- 1.4.3 The *Specifications* are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- 1.4.4 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

ARTICLE 2 THE OWNER

2.1 In General

- 2.1.1 Unless otherwise indicated, the *Owner* is the City of Greenbelt. The term Owner means the Owner or the Owner's authorized representative(s).

2.2 Owner's Responsibilities

- 2.2.1 Unless otherwise provided in the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, fees, permits and charges required for building and grading permits.
- 2.2.2 Unless otherwise provided, the Owner shall supply, free of charge, such copies of the Project Drawings and Specifications as are reasonably necessary for the execution of the Work.

2.3 Owner's Right to Complete or Correct Contractor's Work

- 2.3.1 If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents, or fails to carry out Work as specified within the Contract Documents, the Owner may, by written order, order the Contractor to stop work until the cause of such stop work has been eliminated and corrections made.

- 2.3.2 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case a Change Order shall be issued deducting from payments due the Contractor the cost of correcting such deficiencies. The cost of correcting deficiencies shall include compensation for additional architecture and/or engineering services, legal services, and administrative services.

ARTICLE 3 THE CONTRACTOR

3.1 In General

- 3.1.1 The *Contractor* is the person or entity identified as such in the Contract and is referred to throughout the Contract as if singular in number. The term Contractor means the Contractor or the Contractor's authorized representative.
- 3.1.2 The Contractor must be a fully licensed contractor in the State of Maryland and Prince George's County. All licenses required for the work must be current, and the Contractor shall not be the subject of any government action to suspend or revoke such license(s). The Contractor has not during the preceding five (5) years filed for bankruptcy or protection from creditors.

3.2 Review of Contract Documents and Field Conditions

- 3.2.1 The Contractor shall study and compare the Contract Documents with each other and with information furnished by the Owner and shall at once report errors, inconsistencies or omissions discovered.
- 3.2.2 The Contractor shall verify field conditions and shall compare such field conditions and other information with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Owner at once.
- 3.2.3 The Contractor agrees that, prior to the execution of the Contract, the Contractor carefully examined the Contract Documents, together with the site of the proposed Work, as well as its surrounding territory, and is fully informed regarding all conditions affecting the Work and labor and materials to be furnished for the completion of the Work, including the existence of poles, wires, pipes, ducts, conduits and other facilities and structures of municipal or other public service corporations, on, over or under the site. The Contractor further agrees that this information was secured by personal investigations and research and not from the estimates or records of the Owner, and that the Contractor will make no Claim against the Owner by reason of estimates, tests or representations of any officer or agent of the Owner. The execution of the Contract shall indicate that the Offeror thoroughly understands the terms of the Contract Documents.

3.3 Construction Procedures and Requirements

- 3.3.1 The Contractor shall perform the Work in accordance with the Contract Documents.
- 3.3.2 The Contractor shall be responsible for inspection of Work performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.
- 3.3.3 Provisions of the Drawings and Specifications requiring the Contractor's conformance to standards, manufacturer's recommendations or specific requirements for installation or protection of materials shall be construed to establish minimum standards only. The Contractor shall be solely responsible for determining the necessary standards (where not required by applicable laws or ordinances) to be used for the Work where related to construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work, and it shall

- be the Contractor's sole responsibility to employ qualified persons necessary for such determination.
- 3.3.4 All work shall be completed in the most substantial and workmanlike manner. Work shall conform to the plans as well as standards and specifications for PEPCO, Washington Gas, Washington Suburban Sanitary Commission, Bell Atlantic, Prince George's County, the Maryland State Highway Administration, the City of Greenbelt, and other government authority, as applicable.

3.4 Conformance with Regulations, Laws and Standards

- 3.4.1 If the Contractor observes that portions of the Contract Documents are at variance with the applicable laws, statutes, ordinances, building codes, rules and regulations, the Contractor shall promptly notify the Owner in writing, and necessary changes shall be accomplished by appropriate modifications. The Contractor represents that it is knowledgeable of all applicable Federal, State and local codes and ordinances.
- 3.4.2 All Work must be done in accordance with applicable Federal, State and local codes, regulations, laws and ordinances.

3.5 Supervision

- 3.5.1 The Contractor shall employ competent superintendents and necessary assistants who shall be in attendance at the project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.
- 3.5.2 The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
- 3.5.3 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing the portions of the Work under the Contract with the Contractor.
- 3.5.4 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract.
- 3.5.5 The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.5.6 Upon request, the Contractor will remove or have removed from the project site any person considered by the Owner to be obnoxious or incompetent.
- 3.5.7 The Contractor shall provide an adequate number of employees and assure that Subcontractors provide an adequate number of employees to assure the Work will progress in the time set forth in the Contract Documents.

3.6 Labor and Materials

- 3.6.1 The Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.7 Taxes

- 3.7.1 The Contractor shall pay all appropriate taxes including Maryland Retail Sales Tax (if necessary) on all materials, equipment and supplies, as required by the State of Maryland.

3.8 Permits, Licenses and Inspections

- 3.8.1 The Contractor shall be responsible for securing all permits required to be secured by professional trades as directed by state and/or local law.
- 3.8.2 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, except as set forth in Section 2.2.1.
- 3.8.3 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.
- 3.8.4 If the Contractor performs Work contrary to applicable Federal, State and local laws, statutes, ordinances, building codes, and rules and regulations, the Contractor shall assume full responsibility for such Work and shall bear the cost to remove said Work and replace it as required in the Contract Documents. The Contractor shall confine operations at the site to areas permitted by law, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.
- 3.8.5 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner harmless from loss on account thereof.

3.9 Coordination with Other Work

- 3.9.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work.
- 3.9.2 The Contractor shall not damage or endanger a portion of the Work, or Work of the Owner, or Work of separate contractors, by cutting, patching, excavating or otherwise altering such construction.
- 3.9.3 If the Contractor causes damage to the Work or property of any other contractor, the Contractor shall be fully responsible for the cost of repair.

3.10 Access

- 3.10.1 The Contractor shall provide to the Owner access to the Work.

3.11 Clean-Up

- 3.11.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish. At completion of the Work the Contractor shall remove from and about the project site all waste materials, rubbish, tools, equipment, machinery and surplus materials.
- 3.11.2 The Contractor shall be responsible for restoring and/or repairing any areas damaged through actions of the Contractor and the Contractor's agents, Subcontractors or employees.
- 3.11.3 If the Contractor fails to clean up, and/or restore any damaged areas, the Owner may deduct the cost thereof from any retainage held by the Owner.
- 3.11.4 In addition to removing all surplus material, construction equipment, and rubbish, the Contractor shall clean any glass surfaces and leave the building broom clean. The Contractor shall replace any broken glass, remove stains, marks, and dirt from decorated work, clean all fixtures, and wash all floors.

3.12 Allowances

- 3.12.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents.
- 3.12.2 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts.

- 3.12.3 The Contractor's costs for unloading and handling, labor, installation costs, profit, overhead, and other expenses associated with stated allowance amounts shall be included in the Contract Sum and not in the allowances.
- 3.12.4 Whenever costs are more or less than allowances, a Change Order shall adjust the Contract Sum accordingly. The amount of the Change Order shall reflect the difference between actual costs and the allowance. The owner must approve all Change Orders in writing.

3.13 Schedule

- 3.13.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit to the Owner a construction schedule for the Work. The schedule shall provide for completion of the Work within the time limits specified under the Contract Documents, and shall be revised at appropriate intervals as required by the conditions of the Work and Project. The schedule shall provide for expeditious and practicable execution of the Work.
- 3.13.2 The Contractor shall prepare and keep current a schedule of submittals that allows for reasonable time to review the submittals.

3.14 Records

- 3.14.1 The Contractor shall maintain at the site one record copy of the drawings, specifications, addenda, Change Orders and other modifications, in good order, to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Owner and shall be delivered to the Owner upon completion of the Work.
- 3.14.2 The Contractor is required to maintain a daily job log, completed for each day on which Work is performed. The job log shall indicate (at a minimum) the day and date, hours worked, Contractor personnel on site, Subcontractors on site, Work undertaken, materials delivered, weather conditions, inspections, and all other activities relating to the Work. Copies of the daily job logs shall be provided to the Owner upon request.
- 3.14.3 The Work records maintained by the Contractor, including but not limited to proposal estimates, payment records, payroll records, job meeting minutes, daily reports, logs and diaries, and survey will be make available for review by the Owner upon request.

3.15 Shop Drawings, Product Data and Samples

- 3.15.1 *Shop Drawings* are drawings, diagrams, schedules and other data specially prepared for the Work by the Owner, Contractor, Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- 3.15.2 *Product Data* are illustrations, standards schedules, performance charts, instructions, brochures, diagrams and other information furnished by or to the Contractor to illustrate materials or equipment for some portion of the Work.
- 3.15.3 *Samples* are physical examples that illustrate materials, equipment or workmanship and establish standards upon which the Work will be judged.
- 3.15.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.
- 3.15.5 The Contractor shall review, approve and submit to the Owner Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

- 3.15.6 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Owner. Such Work shall be in accordance with approved submittals.
- 3.15.7 By submitting Shop Drawings, Product Data, Samples or similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and confirmed that the information contained within such submittals conform to the requirements of the Contract Documents.
- 3.15.8 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submittal and the Owner has given written approvals to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Owner's approval thereof.
- 3.15.9 The Contractor shall direct specific attention in writing on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions on previous submittals.
- 3.15.10 When professional certification or performance criteria of materials, systems or equipment is required by the Contract Documents, the Owner shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.
- 3.15.11 The Contractor shall promptly forward copies of all approved submittals to the Owner.

3.16 Indemnification

- 3.16.1 The Contractor shall indemnify and hold harmless the Owner, the Owner's agents, and the Owner's employees from and against Claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work.
- 3.16.2 The Contractor shall indemnify the Owner for any and all damages sustained including consequential damages, including the loss of profits, resulting from the Contractor's failure or refusal to perform the Work required by the Contract Documents or failure by the Contractor to perform the Work within the time allowed in the Contract Documents.

3.17 Contractor's Warranty

- 3.17.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform with the requirements of the Contract Documents and all applicable Federal, State and local laws and ordinances. Work not conforming to these requirements, including substitutions not properly approved and authorized will be considered defective and not in conformance with the Contract Documents.
- 3.17.2 The Contractor is to familiarize himself with all patented specialties and commodities specified for the Work. All these materials must be guaranteed by the Contractor against failure and the Contractor is to assume full responsibility of such specialties and commodities, and must make good any failures or deficiencies at its own expense.
- 3.17.3 Each Subcontractor shall furnish the Contractor a written guarantee to repair, replace or otherwise make good any defects in the Subcontractor's work or materials due, in the sole opinion of the Owner, to any error or omission by the Subcontractor which may occur.
- 3.17.4 The Contractor is to guarantee the work of the Subcontractors. Should the Subcontractor not promptly comply with the requirements of this article, the Contractor must make such repairs or replacements or shall otherwise repair the defects as if the Contractor installed the Work.
- 3.17.5 Prior to final payment, the Contractor shall furnish to the Owner its written guarantee. The Contractor shall secure all written guarantees and warranties called for in the Contract Documents. The Contractor is responsible for the guarantee on the entire Work.
- 3.17.6 All manufacturer's and supplier's warranties shall be applied to the Owner.

- 3.17.7 At the time of final acceptance of the Work by the Owner, the Contractor shall furnish to the Owner a loose-leaf bound manual of information related to the maintenance, operation and construction of equipment incorporated in the Work. The information shall include, but is not limited to, the following:
1. Guarantees
 2. Warranties
 3. Equipment operation instructions
 4. Maintenance
 5. Names and catalog numbers of all finish materials
 6. Names and addresses of all Subcontractors
 7. Names and addresses of all suppliers with mention of material (s) supplied
 8. Any additional information required by the Owner.

3.18 No Collusion or Fraud

- 3.18.1 The Contractor hereby agrees that the only persons interested as principal or principals in the proposal or proposal submitted by the Contractor for this contract are named therein, and that no person other than those mentioned therein has any interest in the referenced proposal or in the securing of the Contract, and that this Contract has been secured without any connection with any person or persons other than those named, and that the proposal or proposal is in all respects final and was prepared and the Contract was secured without collusion or fraud, and that neither any officer nor employee of the Owner has or shall have a financial interest in the performance of the Contract or in the supplies, work or business to which it related, or in any portion of the profits thereof.

ARTICLE 4 CLAIMS AND DISPUTES

4.1 In General

- 4.1.1 A *Claim* is a demand or assertion by one of the parties subject to this Contract, during the time of performance of the Contract, seeking as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term Claim also includes other disputes and matters in question between the Owner and the Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.2 Time Limits on Claims

- 4.2.1 Claims by either party must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. Nothing herein limits any Claim by the Owner for defaults, defects or the like after the Contract has been substantially performed.

4.3 Continued Performance

- 4.3.1 Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents, except that payment for Claims shall not be due until such Claim is resolved.

4.4 Concealed or Unknown Conditions

- 4.4.1 If conditions are encountered at the site, which are subsurface, or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed, and in no event later than 21 days after first observance of the conditions. The Owner will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost, or time required for performance of the Work, than an equitable adjustment in the Contract and/or Contract Time will be approved.

4.5 Claims for Additional Cost

- 4.5.1 If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency or circumstances endangering of life or property.

4.6 Claims for Additional Time

- 4.6.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notices as provided herein shall be given. The Contractor's Claim shall include justification for the requested additional time.
- 4.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

4.7 Injury or Damage to Persons or Property

- 4.7.1 If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter.

4.8 Resolution of Claims

- 4.8.1 The Owner will review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule indicating when the Owner expects to take action, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) approve the Claim or (5) suggest a compromise.
- 4.8.2 There will be no arbitration associated with the Contract or the Work. The Owner and the Contractor hereby waive arbitration as a remedy.

ARTICLE 5 SUBCONTRACTORS

5.1 In General

- 5.1.1 A *Subcontractor* is a person or entity that has a direct Contract with the Contractor to perform a portion of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.
- 5.1.2 Approval of the Subcontractor shall not relieve the Contractor of any responsibilities, duties and liabilities as specified in the Contract Documents. The Contractor shall be solely responsible to the Owner for the acts or default of the Subcontractors, and of such Subcontractors' officers, agents and employees, each of who shall for all purposes be deemed to be the agent or employee of the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between the Subcontractor and the Owner. All Claims by the Subcontractor shall be directed to the Contractor.

5.2 Selection of Subcontractors

- 5.2.1 Within 10 days following execution of the Contract, the Contractor shall furnish in writing to the Owner the names of every Subcontractor proposed to be used in the execution of the Work.
- 5.2.2 The Contractor shall not contract with a proposed Subcontractor to whom the Owner has made reasonable and timely objection.
- 5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection.
- 5.2.4 If requested, the Contractor shall provide references for the proposed Subcontractors for review by the Owner.

5.3 Sub contractual Relations

- 5.3.1 By appropriate agreement, the Contractor shall require each Subcontractor to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor. The Contractor shall make available to each proposed Subcontractor copies of the Contract Documents to which the Subcontractor will be bound.

5.4 Ability of Subcontractor to Complete Work

- 5.4.1 Each Subcontractor may be required to furnish the Owner proof of his financial ability and experience to perform the particular Work in which the Subcontractor is engaged.

ARTICLE 6 CONSTRUCTION BY OWNER OR OTHERS

6.1 In General

- 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operation on the site not part of this Contract.
- 6.2 When separate contracts are awarded for different portions of the project or other construction or operations on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor agreement.
- 6.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.
- 6.4 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- 6.5 If part of the Contractor's Work depends upon construction or operations by the Owner or a separate contractor, the Contractor shall promptly report to the Owner apparent discrepancies or defects in other construction that would render it unsuitable for proper execution and results. Failure of the Contractor to report any discrepancies shall constitute an acknowledgement that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not reasonably discoverable.
- 6.6 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.
- 6.7 The Contractor shall promptly remedy damage caused by the Contractor to construction or to property of the Owner or a separate contractor.
- 6.8 Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of Article 4.
- 6.9 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Article 3.
- 6.10 If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Article 3, the Owner may clean up and allocate the cost among all contractors as the Owner determines to be just.

ARTICLE 7 CHANGES IN THE WORK

7.1 In General

- 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, only by written Change Order or Construction Change Directive, or Owner's written directive.
- 7.1.2 A Change Order shall be based upon agreement between the Owner and the Contractor. The Owner may issue a Construction Change Directive without agreement by the Contractor. The Owner may order any minor change at any time. All Change Orders, Construction Change Directives or minor changes shall be in writing and executed by the Owner.
- 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents.
- 7.1.4 The Contractor shall proceed promptly with changes in the Work as set forth by Change Order, Construction Change Directive, or Owner's written directive.

- 7.1.5 No additional compensation or Contract Time will be permitted in the absence of an approved change as specified in this article.
- 7.1.6 Should it be desired at any time or times, during the progress of the Work, to make any alterations or changes, or to add to or to delete Work, the Owner shall have the undisputed right to make such changes, deletions, additions or alterations by written order, without invalidating the Contract.

7.2 Change Orders

- 7.2.1 A Change Order is a written instrument signed by the Owner and the Contractor, stating their agreement upon all of the following: (1) a change in the Work, (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent to the adjustment in the Contract Time, if any.
- 7.2.2 Costs for any Change Order shall be determined as set forth in Section 7.4.

7.3 Construction Change Directives

- 7.3.1 A Construction Change Directive is a written order signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A Construction Change Directive shall be used in the absence of agreement on the terms of a Change Order.
- 7.3.2 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be determined as set forth in Section 7.4.
- 7.3.3 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the proposed adjustment, if any, in the Contract Sum or Contract Time.
- 7.3.4 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- 7.3.5 If the Contractor does not respond promptly, or disagrees with the proposed adjustment in the Contract Sum or time, the Contractor shall submit in writing to the Owner basis for the disagreement, including supporting documentation. Such submission shall be made to the Owner no later than 48 hours after receipt of the Construction Change Directive.

7.4 Basis for Determining Cost

- 7.4.1 The value of approved change in the Work shall be determined by a complete breakdown of direct cost of all units of labor, material, profit and overhead.
- 7.4.2 The term Cost shall be defined as including the actual cost of labor, including using foremen, materials entering permanently into the Work, the Ownership or rental cost of construction plant and equipment during the time of use of the extra Work, and power and combustible supplies for the operation of power equipment.
- 7.4.3 The Contractor shall furnish to the Owner a fully itemized breakdown of the quantities and the process used in computing the value of any change that might be requested. All written requests for a change in the Work must include a full explanation and justification for the change regardless of its nature.
- 7.4.4 For all Work performed by a Subcontractor, the Contractor shall furnish the Subcontractor's itemized proposal that shall contain an original signature by an authorized representative of the subcontracting firm. If requested by the Owner, proposals from suppliers or other supporting data to substantiate the Contractor's or the Subcontractor's cost shall be furnished.
- 7.4.5 When changes, alterations, deductions or additions are so ordered, the value of such Work will be determined in the following ways:

- 7.4.5.1 When unit prices are stated in the Contract or have been subsequently agreed upon by application of those unit prices; or
- 7.4.5.2 A lump sum price agreed to by both the Owner and the Contractor; or
- 7.4.5.3 If the job conditions or the extent of the change prohibit the use of either 7.4.5.1 or 7.4.5.2, a price arrived at by performing the Work on a cost plus not to exceed basis.
- 7.4.5.4 When unit prices are not indicated, the percentage for overhead, profit and commission to be allowed may vary according to the nature, extent, and complexity of the Work involved, but in no case shall exceed the following: Overhead/Profit to Subcontractor and/or the Contractor for Work performed with their own forces may not exceed 10%; and to the Contractor on Work performed by other than the Contractor's forces shall not exceed 5%. These percentages shall be considered to include insurance, bonds, field and office supervisors and assistants, use of small tools, average job engineering, stakeout, incidental job burdens and general office expenses.
- 7.4.6 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are changed, then the Contract price shall be adjusted according to the agreed upon unit price.
- 7.4.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change, which results in a net decrease in the Contract Sum, shall be actual net cost including overhead and profit. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any.
- 7.4.8 The Contractor shall furnish the Owner a fully itemized breakdown of the quantities and prices used in computing the value of any change. All written requests for a change in Work must include the full explanation and justification for the change regardless of its nature.
- 7.4.9 If requested by the Owner, proposals from suppliers or other supporting data to substantiate the Contractor's or the Subcontractor's cost shall be furnished.
- 7.4.10 If a change involves only a credit, the Contract Sum will be reduced by the amount it would have cost the Contractor if the omitted item or Work had not been eliminated; including overhead and profit, however, the Contractor and the Subcontractor will be allowed to retain a sum not in excess of three percent (3%) for handling.
- 7.4.11 If a change involves both an extra and a credit, both sums shall be shown and the two sums balanced to determine the adjusted total cost or credit.
- 7.4.12 No payment shall be made or allowed for loss of anticipated profits due to any changes in the Work.
- 7.4.13 No Subcontractor will be allowed any expenses, overhead or profit for employment of a Sub-Subcontractor.
- 7.4.14 The cost of foremen and superintendents may be added only when the Change Order makes necessary the hiring of additional supervisory personnel or makes their employment for the time in addition to that normally required by the basic Contract and only with the written approval of the Owner.
- 7.4.15 Should the Contractor undertake work not approved as specified in this Article, he shall not be entitled to any Claims for additional cost. In no case will the Contractor be entitled to damages against the Owner.

7.5 Basis for Determining Time

- 7.5.1 If the Contractor and the Owner cannot agree as to what extent the Contract Time should be increased for extra Work or what extent the Contract Time should be reduced for any Work omitted by the Owner, the increase or decrease, as the case may be, shall be in the same proportion to the original contract as the cost of the additional or omitted work, including overhead and profit.

7.6 Minor Changes

- 7.6.1 The Owner will have the authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

7.7 Payment for Changes in the Work

- 7.7.1 Pending final determination of cost by the Owner, amounts not in dispute may be included in applications for payment.

ARTICLE 8 TIME

8.1 In General

- 8.1.1 Unless otherwise provided, *Contract Time* is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- 8.1.2 The Contractor shall begin Work within ten (10) days of the Owner's written notice to proceed.
- 8.1.3 The date of commencement of the Work shall be the first day of the Contractor mobilization of operations, but in no case will the date of commencement be later than the date which the Contractor must commence Work as specified herein.
- 8.1.4 Upon commencement of Work, the Contractor shall perform the Work in an expeditious fashion with adequate forces so as to be substantially complete within the maximum number of calendar days specified in the Contract Documents, unless modified by Change Order.
- 8.1.5 If in the opinion of the Owner the progress is not satisfactory, overtime may be demanded by the Owner and instituted by the Contractor to meet the construction schedule, at no additional cost to the Owner.
- 8.1.6 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.
- 8.1.7 The time in which the Contractor agrees to complete the Work is of the essence and failure to complete the Work within the time specified will entitle the Owner to deduct and retain out of the funds which may be due the Contractor under the Contract the sum of \$500.00 for each calendar day, including Sundays and Legal Holidays, of delay beyond the completion date stipulated in the Contract Documents, unless otherwise set forth in the Contract Documents.
- 8.1.8 This sum shall not be considered as a penalty but a sum mutually agreed upon as the ascribed damages suffered by the Owner because of the delay in the completion of the Work.
- 8.1.9 The Owner will review requests for an extension of completion time due to strikes, or any other causes over which the Contractor has no control, after written application is made for a time extension to the Owner. Any request for an extension of time is to be made immediately upon occurrence of conditions which, in the opinion of the Contractor warrant such an extension, with reasons clearly stated and detailed proof given for all delay beyond the Contractor's control, these to be made in writing to the Owner. No time extension will be allowed, except by written approval by the Owner.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 In General

- 9.1.1 The Contract Sum is stated in the Contract Documents and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
- 9.1.2 Before the first Application for Payment, the Contractor shall submit to the Owner a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. The schedule shall be used as the basis for reviewing the Contractor's Application for Payment.

9.2 Application for Payment

- 9.2.1 On or about the first day of every month, unless otherwise established in the Contract Documents, the Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the schedule of values. Such Application for Payment shall be notarized and supported by such data substantiating the Contractor's right to payment as the Owner may require.
- 9.2.2 Application for progress payments shall be 90% of that portion of the Contract Sum properly allocated to labor, materials and equipment incorporated in the completed Work, and materials and equipment suitably stored at the site, as of five days prior to the date on which the Application for Payment is submitted.
- 9.2.3 Application for Payment may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.
- 9.2.4 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment for materials and equipment stored on the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest.
- 9.2.5 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a Claim by reason of having provided labor, materials and equipment relating to the Work.
- 9.2.6 The submittal of an Application for Payment will constitute a representation by the Contractor to the Owner that the Work has progressed to the point indicated and that the Work is in accordance with the Contract Documents. The submittal of an Application for Payment will further constitute a representation that the Contractor is entitled to payment in the amount requested.
- 9.2.7 All Applications for Payment shall bear the following certification: "I certify that the above is a true statement of the status of the Work and of the accounts; that Work and materials conform with the Contract Documents and duly authorized changes; that all just and lawful bills against the undersigned and his Subcontractors for labor, materials and equipment required by the Contract Documents have been paid in full through prior Certificates for Payment."

9.3 Certification for Payment

- 9.3.1 The Owner's approval of a Certificate for Payment will not be a representation that the Owner has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account to the Contract Sum.

- 9.3.2 The Owner may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion the representation to the Owner reflected in the Application for Payment cannot be verified. The Owner may also decide not to certify payment because of subsequently discovered evidence or subsequent observations of: (1) defective Work not remedied; (2) third party claims filed or reasonable evidence indicating probable filing of such claims; (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment; (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; (5) damage to the Owner's or another contractor's work; (6) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; (7) persistent failure by the Contractor to carry out the Work in accordance with the Contract Documents.
- 9.3.3 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- 9.3.4 The Owner will, within ten days after receipt of the Contractor's Application for Payment either approve the Certificate for Payment for such amount as the Owner determines is properly due, or notify the Contractor in writing of the Owner's reasons for withholding certification in whole or in part.

9.4 Payment

- 9.4.1 After the Owner has approved a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.
- 9.4.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-Subcontractors in similar manner.
- 9.4.3 The Owner shall not have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.
- 9.4.4 The Owner reserves the right to require a release of liens from each Subcontractor covering work for which each progress payment is made.
- 9.4.5 Payment to material suppliers shall be treated in a manner similar to that provided in this Article.
- 9.4.6 Payment does not waive the Owner's right to require correction of Work not in compliance with the Contract Documents.

9.5 Failure of Payment

- 9.5.1 If the Owner does not pay the Contractor within ten days after the date established in the Contract Documents the amount certified by the Owner, then the Contractor may, unless the Owner notifies the Contractor of a problem with the Application for Payment, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, which shall be accomplished as provided in the Contract Documents. This shall not apply if the Owner disputes an Application for Payment as prescribed in Section 9.3.2.

9.6 Substantial Completion

- 9.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner

can occupy or utilize the Work for its intended use. The Owner will be the sole judge in determining Substantial Completion.

- 9.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall request that the Owner make an inspection to determine whether the Work or designated portion thereof is substantially complete.

If the Owner's inspection discloses any item that is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such items. The Contractor shall then submit a request for another inspection to determine Substantial Completion. The Contractor shall obtain and submit to the Owner all necessary inspections and permits necessary for occupancy prior to a determination of Substantial Completion.

- 9.6.3 When the Work or designated portion thereof is substantially complete, the Owner will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the lists accompanying the certificate. Failure to include an item on such a list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be signed by the Owner and the Contractor to signify their written acceptance of the responsibilities assigned to them therein.

9.7 Final Completion and Final Payment

- 9.7.1 Upon receipt of written notice from the Contractor that the Work is ready for final inspection and upon receipt of a final Application for Payment, the Owner will make a final inspection and, when the Owner finds the Work complete and acceptable under the Contract Documents and the Contract fully performed, the Owner will approve a final Certificate for Payment.

- 9.7.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents is to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 45 days prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) other data establishing payment or satisfaction of obligations (such as releases of liens) arising out of the Contract, as may be required by the Owner.

- 9.7.3 If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens or Claims.

- 9.7.4 In the event that the Owner expends funds to satisfy a lien placed by the Contractor or Subcontractor through no cause of the Owner, the Contractor shall pay to the Owner all costs and fees, including attorneys' fees, incurred by the Owner to discharge such lien.

- 9.7.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of Claims by that payee except those previously made in writing and identified by the payee as unsettled at the time of final Application for Payment.

- 9.7.6 Final payment shall not become due until after all Claims made by the Contractor and the Owner have been settled in writing by the parties. The Contractor shall submit an Application for Final Payment on the same form as for other applications for payment and identify it as "Final Payment".

9.8 Partial Occupancy or Use

- 9.8.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such is designated by separate agreement with the Contractor. Such partial occupancy or use may commence whether or not the portion is substantially complete.
- 9.8.2 Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- 9.8.3 Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements to the Contract Documents.

9.9 Retainage

- 9.9.1 Progress payments shall be subject to retainage of 10% of the approved Certificate for Payment. Upon certification of Substantial Completion, retainage shall be reduced to 5%, and the Contractor shall be paid any amounts due as a result of the reduction in the retainage.

9.10 Acceptance of Work

- 9.10.1 A Certificate for Payment, progress payment, or partial or entire use or occupancy of the project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

- 10.1.1 The Contractor shall be responsible for maintaining and supervising all safety precautions and activities in connection with the performance of the Work.
- 10.1.2 In the event the Contractor encounters on the site material believed to be asbestos or polychlorinated biphenyl (PCB), which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and notify the Owner in writing. Work in the affected area shall not be resumed except by written notice by the Owner. The Work in the affected area shall be resumed if the material is found not to be asbestos or PCB, if the materials have been removed, or if the materials have been rendered harmless.
- 10.1.3 The Contractor shall not be required to perform Work relating to asbestos or PCB, without consent, unless so specified in the Contract Documents.

10.2 Safety of Persons and Property

- 10.2.1 The Contractor shall take precautions for the safety of, and shall provide protection to prevent damage, injury or loss to:
 - 10.2.1.1 Employees on the Work and other persons who may be affected thereby;
 - 10.2.1.2 The Work, materials and equipment to be incorporated therein under the care, custody or control of the Contractor or Subcontractors;
 - 10.2.1.3 Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

- 10.2.2 The Contractor shall comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety or persons or property of their protection from damage, injury or loss.
- 10.2.3 The Contractor shall erect and maintain reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, erecting barricades, providing flagmen, erecting beacons or other warning devices, or other signs, structures or barricades as needed, in order to protect the safety of the public and employees of the Owner, Contractor, and Subcontractors.
- 10.2.4 When use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise utmost care and carry on such activities under the supervision of properly qualified personnel.
- 10.2.5 The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable and for which the Contractor is responsible.
- 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. Unless otherwise notified, this person shall be the Contractor's superintendent.
- 10.2.7 The Contractor shall not load or permit any part of the construction, transportation or site to be loaded so as to endanger its safety and the safety of others.
- 10.3 Emergencies**
- 10.3.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent damage, injury or loss.

ARTICLE 11 INSURANCE AND BONDS

11.1 Contractor's Liability Insurance

- 11.1.1 All insurance required hereunder shall include the following provision: "It is agreed that this policy is not subject to cancellation or reduction in coverage until 45 days prior written notice has been given to the City of Greenbelt, Maryland".
- 11.1.2 No acceptance and/or approval of any insurance by the Owner shall be construed as relieving or excusing the Contractor, or any surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.
- 11.1.3 The Contractor shall purchase and maintain in a company or companies acceptable to the Owner such insurance as will protect the Contractor and the Owner from Claims set forth which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- 11.1.4 The Contractor shall not commence Work under this Contract until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Owner. The Contractor shall not allow the Subcontractor(s) to commence Work until all similar insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of the insurance required of the Contractor and the Subcontractors will be granted only after submission to the Owner of certificates of insurance or, alternately at the Owner's request, certified copies of the required insurance policies. Insurance shall be in a company or companies authorized to do business in the State of Maryland.
- 11.1.5 The Contractor shall require all of the Subcontractors to maintain during the term of this agreement, comprehensive (or commercial) general liability insurance, business automobile

- liability insurance, and workman's compensation and employer's liability insurance, in the same manner and amounts as specified for the Contractor as set forth in this article.
- 11.1.6 The specific insurance policies required to cover the claims listed in this subparagraph shall include the following:
- 11.1.6.1 Comprehensive (or commercial) general liability "occurrence" basis – Combined single limit of liability for bodily injury and property damage per occurrence of \$1,000,000; personal injury liability with an aggregate limit of \$1,000,000; annual aggregate of \$2,000,000; products and completed operations of \$1,000,000. Such limits can be provided under a single policy of in combination with "Umbrellas" or other excess policies. Such comprehensive general liability policy shall include coverage for: (1) Premises/operation; (2) Actions of independent contractors; (3) Products/completed operations to be maintained for four years after final payment; (4) Contractual liability including protection for the Contractor from claims arising out of liability assumed under this Contract; (5) Personal injury liability including coverage for offenses related to employment; (6) Explosion, collapse or underground hazards; (7) Broad form property damage liability, including completed operations.
- 11.1.6.2 Business Automobile Liability – Combined single limit for bodily injury and property damage per accident of \$1,000,000 and mandatory limits for personal injury protection and uninsured motorists' coverage. Such limits can be provided under a single policy or in combination with "Umbrellas" or other excess policies.
- 11.1.6.3 Workmen's compensation – Statutory benefits as required by Maryland law of other laws, or as required by labor union agreements, including standard other states coverage;
- 11.1.6.4 Comprehensive (or Commercial) General Liability Insurance "Claims made" basis – If the comprehensive general liability insurance purchased by the Contractor has been issued on a "Claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in Section 11.1.6 remain the same. The Contractor must either: (1) Agree to provide certificates of insurance evidencing the above coverages for a period of four years after final payment on the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's or Subcontractor's work under this Contract; or (2) Purchase the unlimited extended reporting period endorsement for the policy or policies in force during the term of the Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- 11.1.7 The insurance required shall be written for not less than limits of liability as specified in this Article or required by law, whichever coverage is greater. Coverages, whether written or on occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.
- 11.1.8 If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment.
- 11.2 Owner's Liability Insurance**
- 11.2.1 The Owner shall be responsible for purchasing and maintaining its own liability insurance and, at the Owner's option, may purchase and maintain such insurance and, at the Owner's option, may purchase and maintain such insurance, or may self-insure, to protect the Owner against Claims which may arise from operations under the Contract.
- 11.3 Performance, Payment (Labor and Materialmen's) and Maintenance Bond**
- 11.3.1 The Contractor shall furnish to the Owner, prior to the commencement of Work, bonds covering the faithful performance of the Contract and payment of obligations arising thereunder (labor and materialmen's) for the full amount of the Contract and with such sureties as may be agreeable to

- the Owner. The obligee under these bonds shall be the City of Greenbelt, Maryland. The Contractor shall pay the premium on these bonds or sureties.
- 11.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 Uncovering of Work

- 12.1.1 If a portion of the Work is covered contrary to the Owner's request or the requirements of the code enforcing authority, or to requirements expressed in the Contract Documents, it must, if required, be uncovered for the Owner's observation or inspection by the code enforcing authority, and be replaced at the Contractor's expense without change in the Contract Time.
- 12.1.2 If a portion of the Work has been covered which the Owner has not specifically requested to observe prior to it being covered, the Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, appropriate Change Orders shall charge costs of uncovering and replacement charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs.

12.2 Correction of Work

- 12.2.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including testing and inspections and compensation for any costs, services or expenses by the Owner made necessary thereby.
- 12.2.2 If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established herein or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. If the defect is not readily apparent to a reasonable person, this limit shall be extended to one-year from the date the defect is discovered or should have been discovered.
- 12.2.3 The period of one year shall be extended with respect to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract.
- 12.2.4 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- 12.2.5 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct such Work in accordance with the Contract Documents. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Owner, the Owner may remove it and store the salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days written notice

- sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for any costs, services and expenses made necessary thereby. If such proceeds of sale do not cover costs that the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- 12.2.6 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- 12.2.7 Nothing contained in the Article shall be construed to establish a period of limitation with respect to other obligations with the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in this Article related only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- 12.3 Acceptance of Nonconforming Work**
- 12.3.1 If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Governing Law

- 13.1.1 The laws of the City of Greenbelt, Prince George's County and the State of Maryland, as applicable, shall govern the Contract.

13.2 Successors and Assigns

- 13.2.1 The Owner and Contractor respectively bind themselves to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 Written Notice

- 13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

13.4 Rights and Remedies

- 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 13.4.2 No action or failure to or by the Owner or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5 Tests and Inspections

- 13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, and shall bear all related costs of the tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so the Owner may observe such procedures. The Owner shall bear costs of tests, inspections or approvals that do not become requirements until after the Contract is executed.
- 13.5.2 If the Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not required under the Contract Documents, the Owner will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner of when and where tests and inspections are to be made so the Owner may observe such procedures. The Owner shall bear such costs.
- 13.5.3 If such procedures for testing, inspection or approval reveal failure of portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for any additional costs, services and expenses borne by the Owner.
- 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.
- 13.5.5 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 Commencement of Statutory Limitation Period

- 13.6.1 As between the Owner and Contractor:
- 13.6.1.1 Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.
- 13.6.1.2 Between Substantial Completion and Final Certificate for Payment. As to actions or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment., and
- 13.6.1.3 After Final Certificate for Payment. As to actions or failure to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any action or failure to act by the Contractor pursuant to any warranty provided in the Contract Documents, the date of any correction of the Work or failure to correct the Work by the Contractor, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 Termination by the Contractor

- 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under Contract with the Contractor, for any of the following reasons:
 - 14.1.1.1 Issuance of an order of the court or other public authority having jurisdiction;
 - 14.1.1.2 An act of government, such as a declaration of national emergency, making material unavailable;
 - 14.1.1.3 Because the Owner has not approved a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in the Contract Documents or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;
- 14.1.2 If one of the above reasons exists, the Contractor may upon seven additional days written notice to the Owner terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery, including overhead, profit and damages, as set forth in Article 7.
- 14.1.3 If the Work is stopped for a period of 60 days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under Contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days written notice to the Owner terminate the Contract and recover from the Owner as provided herein.

14.2 Termination by the Owner for Cause

- 14.2.1 The Owner may terminate the Contract if the Contractor:
 - 14.2.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - 14.2.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - 14.2.1.3 Persistently disregards laws, ordinances, or rules, regulations orders of a public authority having jurisdiction; or
 - 14.2.1.4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.
- 14.2.2 When any of the above reasons exist, the Owner upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - 14.2.2.1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - 14.2.2.2 Accept assignment of subcontracts; and
 - 14.2.2.3 Finish the Work by whatever reasonable method the Owner may deem expedient.
- 14.2.3 When the Owner terminates the Contract for one of the reasons stated in this article, the Contractor shall not be entitled to receive further payment until the Work is furnished.
- 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for any additional services and expenses made necessary thereby, such excess

shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 Termination by the Owner for Convenience

14.3.1 The Owner may without cause, order the Contractor in writing to terminate the Work. The Contractor will be compensated for Work through the date of the termination, together with those additional costs determined by the Owner to have been reasonably incurred in the execution of the Contract through the date of termination. The Contractor will not be due any cost for lost profit associated with the termination of the Contract.

14.3.2 If after notice of termination for cause as described in this Article it is determined for any reason that the Contractor was not in default under any provision of this Contract, then termination shall be considered termination by the Owner for convenience as described in this Article with remedies as described therein.

14.4 Suspension by the Owner for Convenience

14.4.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.4.2 An adjustment shall be made for increases in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

14.4.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

14.4.2.2 That an equitable adjustment is made or denied under another provision of the Contract.

By: _____

City of Greenbelt
~~Sign and date above~~

By: _____

Contractor
~~Sign and date above~~

**BUDDY ATTICK PARK PARKING LOT REDISGN
PROJECT
CONTRACT NO. 2020-06-R**

Proposal Forms (Submittals)

CITY OF GREENBELT
OFFEROR INFORMATION

Name of Offeror _____
(Individual/Firm/Corporation, as case may be)

Residence of Offeror _____

Telephone Number _____

Place of business
of Offeror _____

Telephone Number _____

NAME OF PARTNERS
(If Offeror is a FIRM, state
here the name and residence
of each member thereof)

RESIDENCE OF PARTNERS

If Offeror is a CORPORATION, fill in the following blanks:

Organized under the laws of the State of _____

Name and address of President _____

Name and address of Vice President _____

Name and address of Secretary _____

CITY OF GREENBELT

OFFEROR INFORMATION

(Page 2)

The undersigned also declares that he/she has carefully examined and fully understands the Information for Offerors, Contract Agreement, Specifications, Plans and the Proposal Documents; and hereby proposes to furnish all the materials, adequate equipment, incidentals and sufficient labor, to progressively do all the work required to construct, finish, and complete the work within the time specified for:

CITY OF GREENBELT

Buddy Attick Park Parking Lot Redesign Project

Contract 2020-06-R

and other incidental work included in this proposal, in accordance with the price given, at the proper cost and expense and in a first-class manner and in accordance with the Plans and Specifications, Notice, and Offeror's Information; all of which are a part of the Contract to be assumed, and in accordance with the plans, specifications, and detailed directions or instructions as may from time to time be given by the Architect and/or Owner at the quoted price:

Offeror's name _____

Offeror's signature _____

CITY OF GREENBELT
OFFEROR'S QUESTIONNAIRE

Name & Address of Offeror:

List three similar type contracts performed within the last three years:

FOR WHOM PERFORMED	CONTRACT AMOUNT	DATE COMPLETED	CONTACT'S NAME & TELEPHONE NUMBER
-----------------------	--------------------	-------------------	--------------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

1. Have you ever failed to complete any work awarded to you? _____ If yes, state where and why.
2. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract? _____ If yes, state name of individual, other organization, and reason therefore.
3. Has any officer or partner of your organization ever failed to complete a contract handled in that individual's own name? _____ If yes, state name of individual and reason therefore.
4. In what other lines of business are you financially interested?
5. The work, if awarded to you, will have the personal supervision of whom?
6. Do you have, or can you obtain sufficient personnel and equipment to commence work when required by the Contract Documents?

7. Name the surety company to whom you intend to apply for a performance bond.
8. What Maryland units of government can you give as a reference? Include the name and telephone number of your contact with the agency.
9. In emergencies, either day or night, what telephone number(s) should be called for immediate action?

Dated this _____ day of _____, 20 ____.

(Offeror's name)

(Offeror's signature)

(Title of person signing)

CITY OF GREENBELT
QUALIFICATION STATEMENT

I, _____, being first duly sworn,
depose and say that

- 1) I am the _____ (*title*) of
_____ (*business entity or individual*) a
party interested in obtaining a contract with the City of Greenbelt under
Conditions set forth in documents for Contract No. [];
- 2) I, pursuant to authority granted me by the aforementioned party, have examined
relevant records and other information available to or know by me in relation to
Items 3 and 4 below;
- 3) To the best of my knowledge, no officer director or partner of the aforementioned
party has, on the basis of acts committed after July 1, 1977, been convicted or,
entered a plea of nolo contendere to, a charge of bribery, attempted bribery or
conspiracy to bribe under the laws of the state of Maryland, any other state, or
the federal government other than those listed on the attachment to this affidavit
(attachment should list name, title, offense, place and time of conviction or plea);
- 4) To the best of my knowledge, no employee of the aforementioned party directly
involved in obtaining the- subject contract has, on the basis of acts committed
after July 1, 1977, been convicted of, or entered a plea of nolo contendere to,
the offenses listed above other than those listed on the attachment; and
- 5) I have been authorized to make this statement on behalf of the aforementioned
party.

(Signature)

CITY OF GREENBELT

NON-COLLUSION CERTIFICATION

By submission of this proposal, each Offeror and each person signing certifies, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting completion, as to any matter relating to such prices with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed prior to opening, directly, or indirectly to any competitor; and
3. No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

(Legal name of person/firm/corporation)

(Signature)

(Affix Seal If
Principal Is Corporation)

IF A CORPORATION

The following is a certified copy of resolution authorizing the execution of this certificate by the signature of this proposal in behalf of the corporation, resolved that _____ be authorized to sign and submit the proposal of this corporation for the project on items described, herein, in the Notice, and to include in such proposal the Certificate as to Non-Collusion required by the City of Greenbelt, Maryland as the act and deed of such corporation, and for any inaccuracies of misstatement in such certificate this corporation shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution by _____ corporation at a meeting of its Board of Directors held on the _____ day of _____ 20__.

(Secretary)

Seal of Corporation:

CITY OF GREENBELT

AFFIDAVITS

Name and Address of Offeror:

The above named affirms and declares:

1. That said Offeror is of lawful age and the only one interested in this proposal; and that no person, firm or corporation other than hereinabove named has any interest in this proposal, or in the contract proposed to be entered into.
2. That this proposal is made without any understanding, agreement, or connection with any other person, firm, or corporation submitting a proposal for the same material, supplies, or equipment, and is in all respects fair and without collusion or fraud.
3. That said is not in arrears to the Owner upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the Owner or any municipality in the State of Maryland.
4. That said has carefully examined the site of the work, that from these investigations, has satisfied itself as to the nature and location of the work, the character, quality and quantity of existing materials, and all difficulties likely to be encountered, the kind and extent of equipment and other facilities needed for the performance of the work, general and local conditions, and all other items which may, in any way, affect the work or its performance.
5. On acceptance of this proposal for said work the undersigned does or do bind the person or persons to enter into written contract with the Owner as specified in the "Information for Offerors".
6. In default of the performance of any of the conditions required in making this proposal, the undersigned agrees that the certified check/proposal bond which is herewith deposited with the Owner shall be retained by the Owner as liquidated damages for such default or fraud, otherwise the check/bond will be returned to the selected firm as noted in the " Information for Offerors".

(Legal name of person, firm or corporation making this proposal)

(Signature)

(Title of person signing)

AFFIDAVITS

STATE OF MARYLAND)
) ss:
COUNTY OF PRINCE GEORGE'S)

Signature of person who signed the proposal

(Notary Public)

COUNTY OF;

CITY OF GREENBELT

AFFIDAVITS

(Form of Affidavit when Offeror is a Partnership)

STATE OF MARYLAND)
) ss:
COUNTY OF PRINCE GEORGE'S)

_____ being duly sworn, says: I am a member of _____ the firm described in and which executed the foregoing proposal. I subscribed the name of the firm thereto on behalf of the firm, and the several matters therein stated are in all respects true.

Signature of person who signed the proposal

Subscribed and sworn to before me; this _____ day of _____, 20____.

(Notary Public)

COUNTY OF:

CITY OF GREENBELT

AFFIDAVITS

(Form of Affidavit where Offeror is a Corporation)

STATE OF MARYLAND)
) ss:
COUNTY OF PRINCE GEORGE'S)

_____ being duly sworn, says:

I am the _____ of _____ Corporation, the above named corporation whose name is subscribed to and which executed the foregoing proposal. I reside at _____

I have knowledge of the several matters therein stated, and they are in all respects true.

(Signature of person who signed the proposal)

Subscribed and sworn to before me; this _____ day of _____, 20____.

(Notary Public)

COUNTY OF:

NOTES

1. Where the proposal is submitted by a firm, the proposal must be signed in the name of the firm by a member of the firm, who must sign that member's own name immediately thereunder, as A. & B. Company, by C. A. Partner.
2. Where the proposal is submitted by a corporation, the proposal must be signed in the name of the corporation by some duly authorized officer or agent thereof having knowledge of the matters stated in the proposal, and such officer or agent shall also subscribe said person's own name, as: A. B. Company, by D.C., President, and the seal of the corporation must be affixed.
3. The proposal must be sworn to by the person signing it.

ANNOTATED CODE OF MARYLAND

The party, in submitting the proposal, agrees that the provisions of the Annotated Code of Maryland, which is hereby incorporated herein by reference, applies to this contract, and that the parties expressly covenant and agree that they and this contract are fully subject to the provisions of the said laws, specifically:

1. All foreign corporations doing business within the State of Maryland are required to be registered with the State Department of Assessment and Taxation. In order to be eligible to contract with the City, compliance with this law is mandatory.
2. Parties are required under Article 56, Section 180, Annotated Code of Maryland, 1957 Edition, to show evidence of certificate of registration before the proposal may be received and considered on a general or subcontract of \$ 20,000.00 or more. The following notation shall be placed on the outside of the envelope containing the proposal over the signature of the party signing the proposal:

“Registered Maryland Contractor No. _____”.

**CITY OF GREENBELT, MARYLAND
OFFEROR'S FINANCIAL RESPONSIBILITY AFFIDAVIT**

The undersigned Offeror, affirms, under penalty of perjury, that the following statements are true:

1. The financial statements, if required, delivered to the Owner or its agent by the Offeror presents fairly, in all material respects, the financial condition of the Offeror as of the date of the proposal.
2. Since the date of the financial statement presented to the Owner or its agent, there have been no material adverse changes in the financial condition of the Offeror, except as disclosed in writing in an attachment to this affidavit.
3. The Offeror is current in all of its tax payments, including federal withholding taxes, except as disclosed in writing in an attachment to this affidavit.
4. There are no liens filed by the Offeror's subcontractors or suppliers, regardless of the tier, on the Offeror's projects in the State of Maryland, except as disclosed in writing in an attachment to this affidavit.
5. During the last three (3) years, the Offeror has not received a notice of default with respect to any Project in the State of Maryland, except as disclosed in writing in an attachment to this affidavit.
6. The Offeror's surety bonding company has an A. M. Best rating of A- or higher, except as disclosed in writing in an attachment to this affidavit.
7. The undersigned is not aware of any claim, potential claim, liability, or potential liability that could adversely affect the ability of the Offeror to complete the Owner's project, except as disclosed in writing in an attachment to this affidavit.

Signature of person who signed the proposal

Sworn to before me, a notary public, by _____ and _____
on day of _____.

Notary Public

CITY OF GREENBELT
ADDENDUM ACKNOWLEDGEMENT

This is to certify that _____ has received Addendum Number
_____ through Number _____ and this proposal reflects the
change by these Addenda.

(Offeror's name)

(Offeror's signature)

(Date)

PAGE TO BE INCLUDED WITH SUBMITTED PROPOSAL
BF-64

CITY OF GREENBELT
BUDDY ATTICK PARK PARKING LOT RECONSTRUCTION PROJECT
CONTRACT NO: 2020-06-R
PROPOSAL FORM

The Offeror agrees to perform all base contract work as described in the specifications and drawings for the Base Contract Lump Sum Price of:

(in words)

\$ _____
(in numerals)

(Offeror's name)

(Offeror's signature)

(Date)

Terri Hruby

From: Charles Jackman <cjackman501@gmail.com>
Sent: Monday, October 26, 2020 3:31 PM
To: Terri Hruby
Cc: Robert Trumbule; edutky@email.com; Brian Townsend; Charles Jackman
Subject: Parking Lot Improvements at Buddy Attick Park
Attachments: Tree Impacts.pdf

To: Terri Hruby
 Director of Planning and Community Development

From: Advisory Committee on Trees
 Charles Jackman, Robert Trumbule, and Ethel Dutky

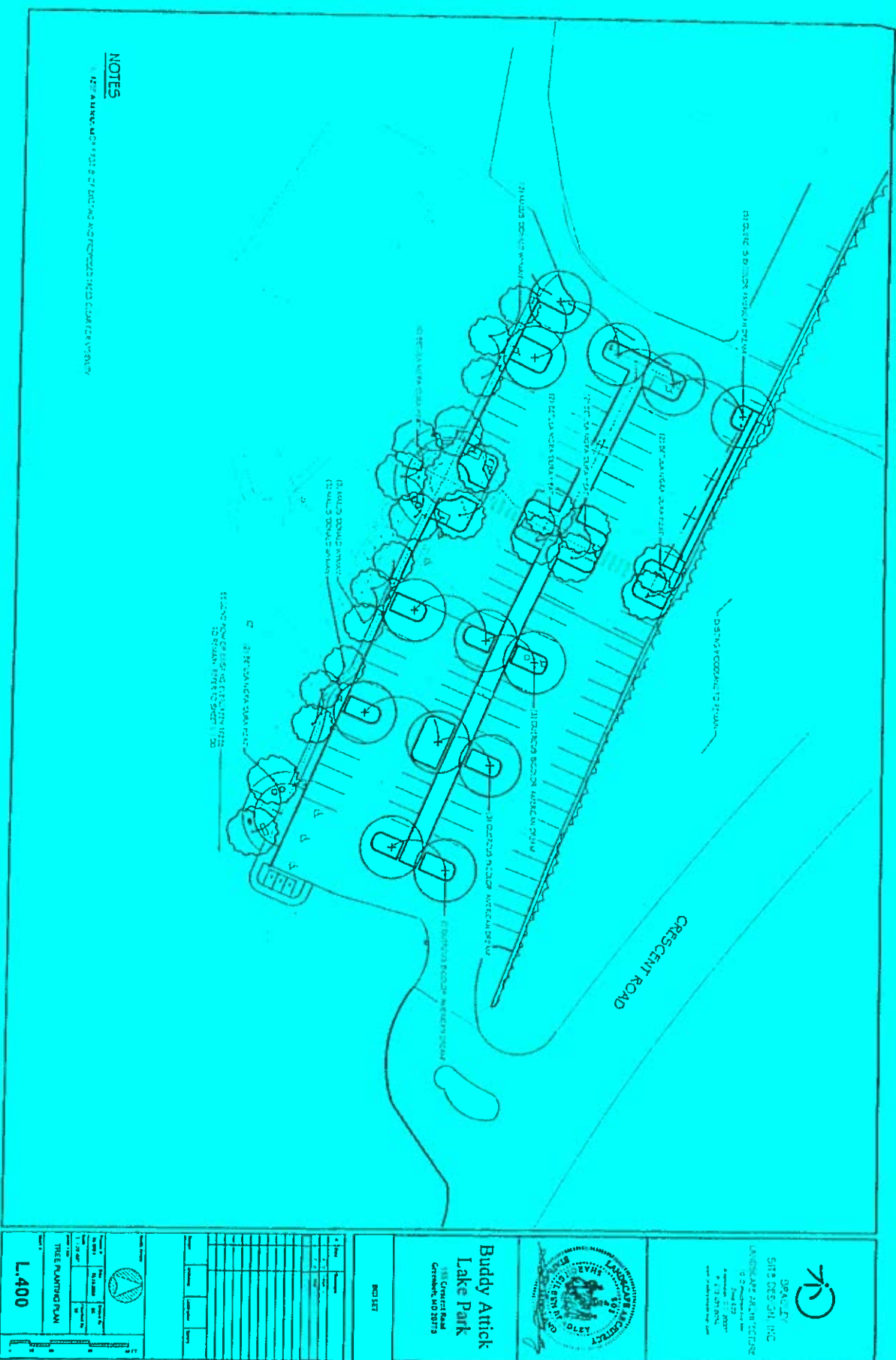
Date: October 26, 2020

Subject: Parking Lot Improvements at Buddy Attick Park

Two members (Charles Jackman and Robert Trumbule) of the Advisory Committee on Trees (ACT) visited Buddy Attick Park today with Brian Townsend (ACT staff liaison), Jim Sterling (Director of Public Works), and Terri Hruby (Director of Planning and Community Development) to review the plans for the parking lot improvements.

The project site was viewed and plans for the removal of some trees were discussed in detail. ACT members accepted the plan to have some of the pine trees removed and to leave others (as designated in the attached document entitled 'Tree Impacts.pdf').

ACT members support the proposed plan for the parking lot improvements for Buddy Attick Park.



City Council Agenda Item Report

Meeting Date: December 13, 2021

Submitted by: Terri Hruby

Submitting Department: Administration

Item Type: LEGISLATION

Agenda Section: LEGISLATION

Subject:

A Resolution to negotiate the purchase of consulting planning and engineering services from Dewberry for the WMATA Trail Project Project at a cost to exceed \$10,000

- 1st Reading

Suggested Action:

Reference: Resolution

Per the terms of NVR MS Cavalier Greenbelt LLC's agreement with the City for the Greenbelt Station South Core Development, NVR MS is obligated to provide \$517,000 towards the completion of a trail that connects the development to the Greenbelt Metro Station (referred to as the WMATA Trail). Since 2014 the developer of the South Core, Woodlawn Development Group, has been managing the design, engineering and permitting of the WMATA Trail and has been utilizing the planning and engineering services of Dewberry located in Lanham, Maryland. Dewberry has been the engineer of record for the WMATA Trail projects since its inception and has been successfully moving through the engineering and permitting process.

To date, NVR MS Cavalier Greenbelt LLC has spent an estimated \$440,000 in soft costs and it is anticipated that NVR MS will reach its funding obligation within the next few months, at which time the City will assume financial responsibility for the project. To ensure continuity of design and engineering services and to avoid project delays in design and permitting and for cost effectiveness staff believe it is in the City's best interest to retain Dewberry as the lead planning and engineering firm on the WMATA Trail project.

While Dewberry has completed a substantial amount of design and engineering work on the project, there is more work to be completed. It is also anticipated that Dewberry will provide engineering support during the construction of the trail. Dewberry has provided a cost estimate for construction stake out and survey work that totals \$12,450 and has provided an hourly rate schedule for additional services such as completing engineering, permitting and construction management assistance. Given the unpredictability of the permitting process staff is not able to provide a cost estimate for this portion of the work or for the amount of construction management that may be needed. However, the amount will exceed \$10,000 so

staff has prepared a Resolution of Negotiated Purchase.

Staff is recommending that the City negotiate the purchase of planning and engineering services for the WMATA Trail project from Dewberry at a cost to exceed \$10,000.

Attachments:

[Resolution.pdf](#)

Introduced:
1st Reading:
Passed:
Posted:
Effective:

Resolution Number XXXX

A RESOLUTION TO NEGOTIATE THE PURCHASE OF PLANNING AND ENGINEERING CONSULTING SERVICES FOR THE WMATA TRAIL PROJECT FROM DEWBERRY AT A COST TO EXCEED \$10,000.

WHEREAS, the City has been working with Woodlawn Development Group on the design and permitting of the WMATA Trail that will connect Greenbelt Station South Core to the Greenbelt Metro Station; and

WHEREAS, NVR MS Cavalier Greenbelt, LLC. is obligated to fund \$517,000 of the WMATA Trail project; and

WHEREAS, it is anticipated that NVR MS Cavalier Greenbelt, LLC. will achieve its funding obligation prior to the completion of the WMATA Trail; and

WHEREAS, Woodlawn Development Group contracted with Dewberry for planning and construction services; and

WHEREAS, Dewberry has been the consultant for the planning & engineering design and permitting process of the project since its inception in 2014; and

WHEREAS, to ensure continuity of design and engineering services and to avoid project delays in design and permitting and for cost effectiveness it is in the City's best interest to retain Dewberry as the lead planning and engineering firm on the WMATA Trail project; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of Greenbelt, Maryland, that the City Manager, or designee, be authorized to negotiate the purchase of planning and engineering services for the WMATA Trail project from Dewberry at a cost to exceed \$10,000.

PASSED by the Council of the City of Greenbelt, Maryland, at its Regular Meeting of _____
_____, 2022.

Emmett V. Jordan, Mayor

ATTEST:

Bonita Anderson, City Clerk

City Council Agenda Item Report

Meeting Date: December 13, 2021

Submitted by: Richard Bowers

Submitting Department: Greenbelt Police

Item Type: LEGISLATION

Agenda Section: LEGISLATION

Subject:

Police Reform Procedures for the Greenbelt Police Department
- 1st Reading

Suggested Action:

Reference: Resolution

Police Reform Comparison Chart

Councilmember Byrd Letter - November 15, 2021

This draft resolution on police reform and modification to the Police Department General Orders is the result of Chief Bowers and Assistant City Manager George going through the working document from the November 15, 2021 Council work session and moving those items that received consensus to a written resolution.

Also attached is an updated version of the color-coded table from the November 15, 2021 work session. A reference number was added in each block linking the recommendation in the table to the specific resolution item in the draft. For instance, the recommendation regarding the SRO, #5 under Civil Liberties, is shown as **(R7)** in the table referencing it as Resolution item 7. Items with an "X" are those that were delineated in red by Council for subsequent discussion and are not included in the resolution.

- Text of Councilmember Byrd's proposed amendment to provision #11
 - Modify the general orders to allow the public to see disciplinary and internal affairs records that are releasable under SB178 (Anton's Law) of the 2021 General Assembly, including complaints that are determined to be baseless.
- Text of Councilmember Byrd's amendment on releasing body camera footage
 - Require that the city's police department fulfill Public Information Act requests for body camera footage within 10 working days of receiving the request.

Attachments:

[Police Reform Comparison Chart](#)

[Councilmember Byrd Letter - November 15, 2021.pdf](#)

[2021-12-01 Police Reform Resolution, Draft Final.pdf](#)

**Table: Compilation and Comparison of C. Byrd 10 -11 21 Police Reform Proposal; C. Davis Amendments
Public Safety Advisory Committee (PSAC) Recommendations; GPD Response; Zirkin Suggestions**

Color Code	C. Byrd's 10/11/21 Police Reform Proposal (slightly different from Byrd 09/08/21 proposal)	C. Davis' Amendments to Proposal	PSAC 05/05/21 Police Reform recommendations	GPD Department 09/10/21 response	GPD 11/14/2021 response	Stan Zirkin Suggestions 11/03/21 email
Green	I move that the city council direct city staff to take the following actions described below related to reforming policing in Greenbelt.					I move that the City Council direct city staff <u>to direct the Police Department to modify general orders and rules in the following respects:</u>
	De-escalation and Use of Force					
Green	(R1) 1 - Add a definition of de-escalation to the definition section of General Order 616-02.		PSAC recommendation same as Byrd proposal.	The department agrees with this recommendation and updates can be included after the current Commission on Accreditation for Law Enforcement Agencies (CALEA) review is complete in the fall of 2021. The department's assessment cycle runs from October 1 st to September 30 th of each year.	The department can add this to a policy.	

Color Code	C. Byrd's 10/11/21 Police Reform Proposal (slightly different from Byrd 09/08/21 proposal)	C. Davis' Amendments to Proposal	PSAC 05/05/21 Police Reform recommendations	GPD Department 09/10/21 response	GPD 11/14/2021 response	Stan Zirkin Suggestions 11/03/21 email
Green	(R2) 2 - Modify the language of General Order 618 to include "The Department's policy is to use only the reasonable force necessary to accomplish a lawful objective and to apply de-escalation techniques when possible."		PSAC recommendation same as Byrd proposal.	The Use of Force Policy is currently subject to CALEA assessment. Once assessment review is complete, it is the Department's intention to update the use of force policy. These updates are intended to ensure compliance with new State Law and CALEA standards. The Maryland Police Training Commission (MPTC) is tasked with providing guidance for new use of force policy standards.	GO 618 is less lethal weapons, the use of force policy is 616, which already contains this statement. But it could be added	
Green	(R3) 3 – Establish Maintain a system to identify police officers who are considered likely to use excessive force and to retrain, counsel or if needed reassign them.		PSAC recommendation same as Byrd proposal.	The department currently has a system in place to meet this standard. General order 431 Early Intervention Program is designed to identify issues. This policy was updated in June 2020 to incorporate new CALEA mandates. This policy will be updated again to ensure it is in compliance with new laws.	This is already in place, GO 431 Early Intervention Program provides for this.	

Color Code	C. Byrd's 10/11/21 Police Reform Proposal (slightly different from Byrd 09/08/21 proposal)	C. Davis' Amendments to Proposal	PSAC 05/05/21 Police Reform recommendations	GPD Department 09/10/21 response	GPD 11/14/2021 response	Stan Zirkin Suggestions 11/03/21 email
Yellow	(X1) 4 – Issue a general order requiring referral to the state's attorney office for investigation of any officer whose conduct results in a fatality.		PSAC recommendation same as Byrd proposal.	The dept is preparing a new policy to address the changes in the upcoming law. Guidance will be provided by the Attorney General's Office in conjunction with the Maryland State Police for the process of how these investigations will be handled.	This is covered by State law that requires all Attorneys' General Office to investigate. General order modification is ongoing.	
	Duty to Intervene					
Green	(R4) 1 - Modify General Order 202-KK to include anti-retaliation and whistleblower protections.		PSAC recommendation same as Byrd proposal.	The department will make the changes to this order pursuant of the new State law. Currently the City provides "whistleblower" protections in City Code Sec. 13-234(b).	This is being completed.	
	Civil Liberties					
Green	(R5) 1 – Modify the general orders to limit the use of no knock warrants, in accordance with HB670 of the 2021 General Assembly.		PSAC recommendation same as Byrd proposal.		This is being completed.	
Green	(R6) 2 – Modify General Order 638-06 to specify that when forcibly entering a premise, officers must loudly and clearly identify themselves as police officers.		PSAC recommendation same as Byrd proposal.	The department will be modifying the current policy to be consistent with the new State law. These changes pertain to the execution of "no-knock" warrants but will affect the entire policy.	This is being completed.	

Color Code	C. Byrd's 10/11/21 Police Reform Proposal (slightly different from Byrd 09/08/21 proposal)	C. Davis' Amendments to Proposal	PSAC 05/05/21 Police Reform recommendations	GPD Department 09/10/21 response	GPD 11/14/2021 response	Stan Zirkin Suggestions 11/03/21 email
Red	(X2) 3 - Ban the detention of a civilian who is not suspected of a specific crime.		PSAC recommendation same as Byrd proposal.	Current policy and practices are within CALEA, Federal and State standards. However, if a policy lacks clarity it could be updated. Additionally, a detained person can only to be held long enough to determine if there is criminal involvement or upon the completion of official law enforcement matter.	This is problematic as it would prevent officers from acting for status offenses, traffic violations, civil violation, and any city code violation. Additionally, in most investigations, the specific nature of the crime is not known until an investigation can be conducted. Officers may detain a person under a strict set of rules established by the Supreme Court. The department would recommend this section be removed	

Color Code	C. Byrd's 10/11/21 Police Reform Proposal (slightly different from Byrd 09/08/21 proposal)	C. Davis' Amendments to Proposal	PSAC 05/05/21 Police Reform recommendations	GPD Department 09/10/21 response	GPD 11/14/2021 response	Stan Zirkin Suggestions 11/03/21 email
Red	(X3) 4 - Direct staff to reconsider whether GPD interview procedures with juveniles fully met the "doctrine of parens patriae, where the State plays the role of the parent, rather than adversary, to the child" as noted in Section 05 of General Order 804.		PSAC recommendation same as Byrd proposal.	Department policy and practices meet national standards and are audited by CALEA. Furthermore, our policy and practices meet the State of Maryland standards.	The department will review.	
Green	(R7) 5 - Have a provision added to General Orders 804 and 664 (concerning Student Resource Officers, identified in the General Order as first and foremost law enforcement officers) which requires that interrogations be conducted in a "fair, impartial and objective manner" as specified in General Order 105.II.		PSAC recommendation same as Byrd proposal.	The SRO must abide by all agency policies including general order 105. Therefore it would not be needed in a second location. Furthermore, the SRO is bound by additional policy and procedures that are developed by the Board of Education.	The department can add this.	

Color Code	C. Byrd's 10/11/21 Police Reform Proposal (slightly different from Byrd 09/08/21 proposal)	C. Davis' Amendments to Proposal	PSAC 05/05/21 Police Reform recommendations	GPD Department 09/10/21 response	GPD 11/14/2021 response	Stan Zirkin Suggestions 11/03/21 email
Green	(R8/R9) 6 – Require that GPD submit data concerning juveniles arrested between 2017 and 2019; the race and gender of the juvenile charged; the nature of the charges; and how many of these arrests were conducted by the SRO. This data shall be provided every six months for three cycles after which the recommendation will be re-visited regarding the frequency of reports regarding juvenile arrest data.		PSAC recommendation same as Byrd proposal.	The department can provide the data.	The department is preparing the first report, the only question is how the Council would like it published.	
	Transparency					
Green	(R10) 1 - Modify general orders to prohibit officers from preventing civilians from recording police-civilian interactions so long as the person is acting lawfully and safely.		PSAC recommendation same as Byrd proposal.	The department will modify general orders to coincide with the State's codification of regulations.	This is being completed.	

Color Code	C. Byrd's 10/11/21 Police Reform Proposal (slightly different from Byrd 09/08/21 proposal)	C. Davis' Amendments to Proposal	PSAC 05/05/21 Police Reform recommendations	GPD Department 09/10/21 response	GPD 11/14/2021 response	Stan Zirkin Suggestions 11/03/21 email
Green	(R11) 1B		<u>1B - Modify the general orders to allow the public to see some disciplinary and internal affairs records, including complaints ruled baseless, in accordance with April 2021 General Assembly legislation.</u>	The department will modify general orders to coincide with the State's codification of regulations.		
Green	(R12) 2 - Have the definition of 'complaint' broadened so all complaints or concerns about an individual officer's actions and/or Departmental policy can be documented and properly reviewed, even if the ultimate resolution is that the complaint is determined to be 'unfounded' or 'unsubstantiated.'		PSAC recommendation same as Byrd proposal.	General order 635A requires investigation of all complaints, including anonymous ones. The department is required to adhere to the mandate by CALEA standards. Additionally CALEA does not define the word complaint. Unless the State of Maryland defines the word "complaint" in its interpretation of the "Maryland Police Accountability Act of 2021 attempts to interpret could cause confusion with the State's new process. The department is waiting for guidance from MPTC on policy updates to ensure compliance.	This could revise.	

Color Code	C. Byrd's 10/11/21 Police Reform Proposal (slightly different from Byrd 09/08/21 proposal)	C. Davis' Amendments to Proposal	PSAC 05/05/21 Police Reform recommendations	GPD Department 09/10/21 response	GPD 11/14/2021 response	Stan Zirkin Suggestions 11/03/21 email
Red	(X4) 3 - Modify General Order 674 to require the release of all body camera footage within 7 working days of a request and within 3 working days of a request for footage related to a use of force incident.	Modify General Order 674 to require the release of all body camera footage within 7 working days of any request and within 3 working days of a request for footage related to a use of force incident.	Recommend that General Order 674 incorporate a tiered deadline process to allow for more speedily release of body camera footage, upon request, of those incidents involving use of force, stop and frisk and other serious altercations. This recommendation may have to be modified where the State's Attorney becomes involved in a criminal proceeding involving camera footage.	The department acknowledges this policy needs updating and will do so upon MPTC releasing the State's recommended policy or at the minimal codifying the new regulations. Whatever date is chosen needs to be obtainable. If the turnaround is unreasonable and the agency cannot meet the prescribed time identified in the policy, it could result a loss of public confidence and in a non- compliance issue for CALEA accreditation.	The department prefer a 14-day timeline that is consistent with MPIA rules and the standard set by the IID for release.	
Green	(R13) 4 - Add a provision to General Order 674-6202 saying that, if an officer fails to turn on his/her body camera and/or turns off the body camera without just cause the officer will be subject to discipline up to and including discharge.	Copied from next row for comparison: 5B - Add a provision to General Order 674-6 stating that the police officer going out on patrol has the responsibility to assure that he or she has a working body camera and that failure to do so could result in discipline up to and including discharge.	PSAC recommendation same as Byrd proposal.	The body camera policy sets out the practice and procedure which officers are to adhere to. The department does not include possible sanctions for policy violations in policy. All discipline and sanctions are outlined in general orders 202 and 401. The department conducts audits to ensure compliance to the policy and provides training, counseling and discipline as needed	The department is adding this new rule be GO 202, code of conduct and recommends that it only appear in that order.	

Color Code	C. Byrd's 10/11/21 Police Reform Proposal (slightly different from Byrd 09/08/21 proposal)	C. Davis' Amendments to Proposal	PSAC 05/05/21 Police Reform recommendations	GPD Department 09/10/21 response	GPD 11/14/2021 response	Stan Zirkin Suggestions 11/03/21 email
	(R13) 5B				This general order already requires officer to ensure that the camera functions prior to the start of each shift and GO 202 provides for progressive discipline for failing to adhere to the policy.	5B - Add a provision to General Order 674-6 stating that the police officer going out on patrol has the responsibility to assure that he or she has a working body camera and that failure to do so could result in discipline up to and including discharge.
Red	(X5) 6 - Add a provision to General Order 674-09(C) saying that stop and frisk incidents based on suspicion be included on the list of incidents that the supervisor shall review.		PSAC recommendation same as Byrd proposal.	This would require research but could be considered during the general order modification to see if the request can be accommodated.	The department would propose language that the review would in place for terry stops where the purpose of the stop is for solely weapons.	

Color Code	C. Byrd's 10/11/21 Police Reform Proposal (slightly different from Byrd 09/08/21 proposal)	C. Davis' Amendments to Proposal	PSAC 05/05/21 Police Reform recommendations	GPD Department 09/10/21 response	GPD 11/14/2021 response	Stan Zirkin Suggestions 11/03/21 email
Green	(R14) 7 - Require GPD to make the terms of such settlements public on a yearly basis.	Require GPD to make terms of such settlements <u>over police misconduct</u> public on a yearly basis, <u>except those exempted by Local Government Insurance Trust (LGIT)</u> . <u>Excluded from disclosure through redactions should be any terms in the settlement labelled confidential by the parties and otherwise ensuring privacy by excluding the names and addresses of the parties to the settlement.</u>	Recommend Council consider requiring GPD to make the terms of such settlements public on a yearly basis. Excluded from disclosure through redactions should be any terms in the settlement labelled confidential by the parties and otherwise ensuring privacy by excluding the names and addresses of the parties to the settlement.	While there have not been any recent settlements. The City follows the guidance of its insurance carrier, Local Government Insurance Trust (LGIT) in these matters. LGIT will make professional recommendations but the final decision on lawsuits rest with City Management and City Council. Additionally legal settlements typically carry confidentiality agreements that may prohibit any public release.	The department has no concerns with this item, it would council's decision.	

Color Code	C. Byrd's 10/11/21 Police Reform Proposal (slightly different from Byrd 09/08/21 proposal)	C. Davis' Amendments to Proposal	PSAC 05/05/21 Police Reform recommendations	GPD Department 09/10/21 response	GPD 11/14/2021 response	Stan Zirkin Suggestions 11/03/21 email
Green	(R15) 8 - Require that new general orders or modifications to existing orders be submitted to the city manager, city council, and PSAC at least four business days prior to the change.	Require that new general orders or modifications to existing orders be submitted to the <u>C</u> ity <u>M</u> anager, <u>C</u> ity <u>C</u> ouncil and PSAC at least four business days prior to the change.	Recommend new general orders or modifications to existing orders be submitted to the Public Safety Officer/City Manager either before or after implementing changes to the general orders (as agreed to by these parties). After implementation, the City Manager or City Manager's designee are to forward the submission/s to PSAC within two weeks of implementation. Implementation of these changes is not and shall not be dependent upon PSAC comment.	It would not be an issue to provide notice to PSAC when general orders are updated. When general orders are changed they are made available to the public through the city webpage.	The department already makes policies public and would not have any issues.	
	Militarization					

Color Code	C. Byrd's 10/11/21 Police Reform Proposal (slightly different from Byrd 09/08/21 proposal)	C. Davis' Amendments to Proposal	PSAC 05/05/21 Police Reform recommendations	GPD Department 09/10/21 response	GPD 11/14/2021 response	Stan Zirkin Suggestions 11/03/21 email
Green	(deleted) 1 - By January 2024, require that GPD assess the utilization of the department's existing military vehicle, and determine whether there is a compelling public safety need to retain the vehicle or whether there are other ways to satisfactorily meet the public safety interest currently being served by that military vehicle.	Delete, due to vehicle beyond useful condition.	The April 2021 legislation puts limits on what type of military equipment police departments can obtain from DOD. The GPD has to follow this law.	The department will modify any policies to come into compliance with State law once the anticipated State direction is provided. The department is currently exploring the process of returning the rescue vehicle to the State of Maryland due to maintenance issues.	The current vehicle is scheduled for deadline.	

Color Code	C. Byrd's 10/11/21 Police Reform Proposal (slightly different from Byrd 09/08/21 proposal)	C. Davis' Amendments to Proposal	PSAC 05/05/21 Police Reform recommendations	GPD Department 09/10/21 response	GPD 11/14/2021 response	Stan Zirkin Suggestions 11/03/21 email
	Hiring					
Green	(R16) 1 - Require that a specialist in law enforcement recruitment diversity be hired by the Department by the end of Fiscal Year 2023.	Require that a specialist in law enforcement recruitment, <u>promotion, and retention diversity</u> be hired <u>or contracted by the Department City to assist in improving GPD diversity as soon as practical by the end of Fiscal Year 2023.</u>	Recommend that a specialist in law enforcement recruiting be hired by the Department to assist in improving GPD diversity statistics.	The departments hiring process is closely monitored by City Human Resources and audited by CALEA. The department does recognize the need to have a workforce that is reflective of the city population. Anything that would help with this endeavor would be appreciated up to and including the hiring of a recruiter that could specialize in recruiting outreach programs.	The department would like to defer this topic to the Human Resources office. However, questions about funding and type of employee would need to be provided.	
	Training					
Green	(R17) 1 - Maintain ongoing training and attention first and foremost to officer and civilian safety as well as assuring the incorporation of de-escalation techniques and awareness of the influence of bias, conscious, or unconscious.		PSAC recommendation same as Byrd proposal.		These topics are currently part of regular in-service training and will continue to be emphasized.	

Color Code	C. Byrd's 10/11/21 Police Reform Proposal (slightly different from Byrd 09/08/21 proposal)	C. Davis' Amendments to Proposal	PSAC 05/05/21 Police Reform recommendations	GPD Department 09/10/21 response	GPD 11/14/2021 response	Stan Zirkin Suggestions 11/03/21 email
	Stop and Frisk					
Red	(X6) 1 - Expressly ban all stop and frisk tactics that have been declared unconstitutional, including those tactics that were found unconstitutional in the case of <i>Floyd v. City of New York</i> .		Recommend definitions of reasonable suspicion, proactively patrol and aggressively patrol be added to General Orders 620 and that examples of suspicious person and circumstances be provided.	The general orders provide definitions where possible, we can review and determine if needed.	The department would propose a policy on Constitutional Policing to address these areas if not covered by current policy.	
Red	(X7) 2 - Expressly prohibit stopping people solely based on race and gender.		Recommend the General Order enumerate that the criteria for implementing the frisk of a suspect is the suspicion that the suspect is armed	Officers are trained to adhere to the standards of Terry v Ohio when determining when to conduct a Terry stop. Any modification must conform to existing legal standards.		

Color Code	C. Byrd's 10/11/21 Police Reform Proposal (slightly different from Byrd 09/08/21 proposal)	C. Davis' Amendments to Proposal	PSAC 05/05/21 Police Reform recommendations	GPD Department 09/10/21 response	GPD 11/14/2021 response	Stan Zirkin Suggestions 11/03/21 email
	Other					
Green	(R18) 1 - Require that at the time a citation is being issued, officers explain to each traffic violator receiving a citation that traffic court has the authority to dismiss or reduce the ticket and/or fine upon hearing a plea of not guilty or guilty with an explanation from the violator. In order to assure uniformity in the information provided, it is recommended that a card with this information be printed, English on one side Spanish on the other, for the officer to provide to each traffic violator receiving a citation, so that the traffic violator receives the information both verbally and in written form.	(delete—In order to assure uniformity in the information provided, it is recommended that a card with this information be printed, English on one side, Spanish on the other, for the officer to provide to each traffic violator receiving a citation, so that the traffic violator receives the information both verbally and in written form). This information is already printed on the citation itself.	PSAC recommendation same as Byrd proposal.	The State of Maryland District Court explains this information on the citation form DR-49E. This information has been reviewed and has been found by CALEA to be within national standards. The department should not create a separate set of directions that may cause conflict with the courts. The department provides additional resources for non-English speakers, with the use of a translator. This can be done either in person or via telephone on the language line.	The department concurs with Councilmember Davis	

Color Code	C. Byrd's 10/11/21 Police Reform Proposal (slightly different from Byrd 09/08/21 proposal)	C. Davis' Amendments to Proposal	PSAC 05/05/21 Police Reform recommendations	GPD Department 09/10/21 response	GPD 11/14/2021 response	Stan Zirkin Suggestions 11/03/21 email
Green	(R19) 2 - Require that GPD submit quarterly reports regarding traffic stops and traffic stop outcomes for ongoing review. After three cycles, the recommendation can be revisited regarding the frequency of reports regarding traffic stops and traffic stop outcomes.	Require that GPD submit semi-annually (delete—quarterly) reports regarding traffic stops and traffic stop outcomes for ongoing review. After three cycles, the recommendation can be revisited regarding the frequency of reports regarding traffic stops and traffic stop outcomes.	PSAC recommendation same as Byrd proposal.	The department would recommend that any reports be completed not more than yearly. The process of collecting, analyzing and publishing the data is time consuming and would prove to be taxing on staff as well as provide limited comparisons. Additionally, the department is contracting with the University of Maryland to conduct an analysis of several years of traffic data which will be available later in 2021.	The department already produces the report but would prefer to maintain it as a yearly report.	

Yellow	(X7) 3 - Require Request that GPD <u>explore the feasibility of capturing</u> provide data on the number of all stops and frisks based on suspicion for the last three years, 2018—2020, including race, gender, age range of the person, <u>[Greenbelt residence status/city of residence/resident or non-resident/place of residence]</u>, details of the reason for the suspicion and whether the person was subsequently arrested.	Delete this bullet until the Department obtains a new system that can provide this information. Its current system cannot. Require that GPD provide data on the number of all stop(delete—s) and frisks based on suspicion for the last three years, 2018—2020, including race, gender, age range of the person, details of the reason for suspicion and whether the person was subsequently arrested.	PSAC recommendation same as Byrd proposal.	The department captures data for all calls for service, about 24,000 per year. The system does not capture if the call involved a Terry pat down and the department would not be able to provide a break down by age, race and gender for all of those calls for service. The department does capture demographic data related to arrests including the criminal charge. The department is currently engaged in other data collection projects including a data analysis of traffic stops being conducted by the University of Maryland. A second long term project is underway collecting demographic data for all Uniform Crime Report (UCR) related incidents. Lastly the department does not engage in a program of stop and frisk similar to the NYPD program. Officers only engage with individuals based on specific facts or circumstances and that justifies stopping a person thought to be involved in criminal activity at the time. Officers do not stop and detain individuals when there is no reasonable belief that criminal activity is occurring.	The department concurs with Councilmember Davis	
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Color Code	C. Byrd's 10/11/21 Police Reform Proposal (slightly different from Byrd 09/08/21 proposal)	C. Davis' Amendments to Proposal	PSAC 05/05/21 Police Reform recommendations	GPD Department 09/10/21 response	GPD 11/14/2021 response	Stan Zirkin Suggestions 11/03/21 email
Yellow	(X7) 3B		3B - Following review of the initial data provided, a follow-up recommendation will be made as to the frequency of ongoing data regarding frisks based on suspicion.			
Green	(R20) 4 - Require GPD to reconsider its policy to retain photographs of <u>individuals</u> whom GPD suspects, based on "reasonable articulable suspicion", may have committed crimes but who are not arrested because of lack of probable cause. If it is concluded that GPD has a compelling need to retain such photographs, require that the photographs be expunged after no more than one year.		PSAC recommendation same as Byrd proposal.	Further research warranted; however photos have a compelling use during investigations. Detectives regularly use photos to identify individuals involved in crime.	The department can review the policy.	

Color Code	C. Byrd's 10/11/21 Police Reform Proposal (slightly different from Byrd 09/08/21 proposal)	C. Davis' Amendments to Proposal	PSAC 05/05/21 Police Reform recommendations	GPD Department 09/10/21 response	GPD 11/14/2021 response	Stan Zirkin Suggestions 11/03/21 email
Green	(R21) 4 - Require that a new general order be developed emphasizing GPD's commitment to community policing/guardian mindset of "protect and serve" rather than a warrior "law and order" mindset. The new General Order would confirm the value GPD places on the collaborative nature of community policing and the integration of community policing concepts in all of its interactions with the community.		PSAC recommendation same as Byrd proposal.	The department has policy that provides guidance in this area. General order 100 provides for the department's mission statement. This mission statement can be reviewed and updated as needed. Further, City staff is bound by the City Community Pledge which promotes community values.	The department can complete this, but it may not need to be a new policy, but a re-write of an existing one.	

Color Code	C. Byrd's 10/11/21 Police Reform Proposal (slightly different from Byrd 09/08/21 proposal)	C. Davis' Amendments to Proposal	PSAC 05/05/21 Police Reform recommendations	GPD Department 09/10/21 response	GPD 11/14/2021 response	Stan Zirkin Suggestions 11/03/21 email
Green	(R22) 4B		<u>4B - Recommend that the GPD subscribe to and participate in the National Use of Force Database and the National Police Officer Decertification Database if and when the IACP proposals on police reform are adopted and implemented. Recommend that Council consider endorsing some or all of the IACP police reform proposals as noted in Appendix B of original doc.</u>	The department regularly follows proposals made by organizations such as the IACP. Some the department's current policies are based on IACP model policies. Additionally, in the event that any national databases are created CALEA would likely mandate their use.		
Civilian Oversight						
Green	(R23)		<u>The general orders must be consistent with the new legislation regarding the establishment of a civilian majority board to decide complaints against officers.</u>	General order modification to coincide with the State's codification of regulations.		

November 15, 2021

Colleagues:

May this note find you in the best of health and spirit.

In an effort to do my part to help streamline our work sessions (and help make them more civil), I will be especially mindful of the time I personally use to speak during them, and, as part of that, I am submitting most of my comments and questions in writing in advance of the meeting, for the record.

I want to salute and express my gratitude to PSAC for its work in reviewing the issue. Throughout this process, we may not have agreed on everything. A special thank you to Dr. Laura Kressler for her diligence, patience, and focus with what was clearly a painstaking process. Special thanks to Mr. Stanley Zirkin for his thoughtfulness, critical insights, and attention to detail and for lending his legal expertise for such a worthy cause. Special thanks to Ms. Peggy Higgins. I am told that she is largely responsible (and to be commended) for having helped steer the committee to a more progressive, forward-thinking attitude on the issue -- towards looking at the issue with an open mind and embracing the positives of change even within a police department already beloved by many. And special thanks to Ms. Eunice Pierre. Although I could not personally participate in all of the PSAC meetings related to this, I am confident that, as a woman of color, she provided a unique, important perspective on the sensitive issues related to this topic, and I am grateful for the committee's clear embrace of her and other members' perspective.

As you know, I support advancing police reform without further delay, so I do not need to further belabor that general point. But I also want to acknowledge and express gratitude for the police chief's written comments from yesterday on the matter as it stands. I have no problem with much of what he said, but I do want to briefly respond to a few of his points and share some other thoughts related to the issue.

Juveniles

In regards to reporting data on juvenile arrests, he asks how it should be published. I think it should be published on the city's website.

Body cameras

In regards to releasing body camera footage, he says that the department would prefer a 14 day timeline, citing the fact that timeline would not run afoul of the Public

Information Act and is consistent with IID. But I would note that a 7 day timeline would also not run afoul of the Public Information Act. Moreover, particularly in high profile cases of alleged police misconduct, two weeks, to directly impacted families and to the public, often feels like an eternity, and withholding body camera footage for two weeks almost always quickly erodes public trust. Furthermore, 7 days is already a significant compromise. As you may recall, I originally suggested that, in cases involving use of force, the timeline be three days, and, in the spirit of compromise, I went along with the 7 day compromise, working in part with Councilmember Davis. If anything, we should be moving from 7 towards 3 days, not moving from 7 back in the direction of the status quo 30 day timeline.

In regards to requiring officers to assure that they have a working body camera, he says that the department already has policies with such requirements and a separate, applicable general order related to progressive discipline, but I concur with Councilmember Davis and Mr. Zirkin that there is a need for more specific language to be included as part of General Order 674-6. Without recounting all the details, I am personally familiar with an incident in which an officer failed to meet this requirement and was not subject to any discipline. The policy needs to be clear, and the enforcement needs to be real, predictable, and consistent in order to be effective.

Virtually every other component of this proposal rests on what we do regarding the body camera issue, because policies are significantly more meaningful when coupled with timely transparency.

Stop and frisk

In response to my proposal to have the city expressly ban all stop and frisk tactics that have been declared unconstitutional, including those tactics that were found to be unconstitutional in the case of *Floyd v. City of New York*, the police chief says that the department would propose a policy on constitutional policing to address these areas if not covered by current policy. I have no problem with the department proposing a policy on constitutional policing, but I want to be crystal clear that that should be done in addition to -- not in lieu of -- expressly banning all stop and frisk tactics that have been declared unconstitutional, including those tactics that were found to be unconstitutional in the case of *Floyd v. City of New York*.

No-knock warrants

I understand that the State of Maryland has not yet completely banned no-knock warrants, but that does not mean that they should be allowed in the City of Greenbelt. Oregon, Florida, and Virginia already ban no-knock warrants, and plenty of warrants

are still successfully executed in those states every year. All that said, I very much welcome Councilmember Gordon's interest in probing about and revisiting the no-knock warrants issue as it pertains to Greenbelt.

Information items

- For Mr. George:
 - Signage for Braden Field
 - I'd like to suggest that staff look into additional signage for Braden Field at the turn of the parking lot off of Crescent Rd. I received a complaint about people getting lost coming to baseball games at the field, and Braden Field could have the type of signage that other fields like, for example, McDonald Field, have.
 - Parking enforcement on Ridge Rd
 - I have received complaints about the fact that some vehicles have been parked on Ridge Rd for extremely long periods of time. I'd like an update on the police department's work related to this.

Thank you for your consideration and attention to this matter. If you have any feedback, concerns, or questions regarding this or any other matter, you are welcome to contact me at colinabyrd@greenbeltmd.gov.

Respectfully submitted:

Colin Byrd
Councilmember
City of Greenbelt

Introduced:
1st Reading: October 11, 2021
Passed:
Posted:
Effective:

RESOLUTION NUMBER 2XXX

A RESOLUTION TO PROVIDE DIRECTION TO THE CITY MANAGER TO DIRECT MODIFICATION OF CERTAIN POLICE GENERAL ORDERS.

WHEREAS, the City Council desires to continue to build trust and transparency related to the practices of the Greenbelt Police Department, and

WHEREAS, the City Council directs staff to modify certain General Orders as described.

NOW THEREFORE, the police department will:

1. Add language to General Order 616 with a definition of de-escalation.
2. Add language to General Order 618 to include “The Department’s policy is to use only the reasonable force necessary to accomplish a lawful objective and to apply de-escalation techniques when possible.”
3. Maintain a system to identify police officers who are considered likely to use excessive force and to retrain, counsel or if needed reassign them as described in General Order 431.
4. Add language to the General Order 202 to include anti-retaliation and whistleblower protections.
5. Modify the general orders to limit the use of no knock warrants, in accordance with HB670 of the 2021 General Assembly and restrict the usage of such tactics for instances that are required for the preservation of life.
6. Modify General Order 638 to specify that when forcibly entering a premise, officers must loudly and clearly identify themselves as police officers.
7. Add language to the general orders concerning School Resource Officers (SRO) that interrogations be conducted in a “fair, impartial and objective manner” as specified in General Order 105.
8. Produce semiannual reports on juvenile arrests data to include race, gender, charges and if the arrest was conducted by the School Resource Officer. This data shall be provided

every six months for three cycles after which the recommendation will be re-visited regarding the frequency of reports.

9. Produce the report described in number eight (8) for the calendar years 2017, 2018 and 2019.
10. Modify the general orders to prohibit officers from preventing civilians from recording police-civilian interactions so long as the person recording is acting lawfully and safely.
11. Modify the general orders to allow the public to see disciplinary and internal affairs records, including complaints determined baseless, to comply with Maryland MPAIA laws effective October 1, 2021.
12. Provide a definition under General Order 635 to broaden the definition of a “complaint” so all concerns about performance and policy can be documented and properly reviewed, even if the ultimate resolution is that the complaint is determined to be ‘unfounded’ or ‘unsubstantiated.’
13. Add a rule under General Order 202 related to the proper operation of body worn cameras, instructing officers to assure that the officer has a working body camera before going out on patrol; to activate the camera at the beginning of their shift; and to keep the camera on during the entirety of all law enforcement related encounters in compliance with department policy. In addition, add a provision to General Order 402 that if an officer fails to adhere to these requirements, the officer will be subject to discipline up to and including discharge.
14. Publicly disseminate the terms of settlements over police misconduct on a yearly basis, except those exempted by Local Government Insurance Trust (LGIT). Excluded from disclosure through redactions should be any terms in the settlement labelled confidential by the parties and otherwise ensuring privacy.
15. Provide notice of changes to general orders to the City Manager, City Council and Public Safety Advisory Committee.
16. Provide for, in conjunction with the City’s Human Resources Department, a specialist in law enforcement recruitment, promotion, and retention to assist in improving the diversity of the Greenbelt Police Department, as soon as practical.
17. Continue to provide ongoing training in de-escalation techniques and the awareness of the influence of bias, conscious or unconscious, in policing.
18. Produce semiannual reports on traffic stops with data related to stop outcomes. The frequency of these reports will be evaluated after three reporting periods.

19. Conduct a review of the policy related to the retention of photographs of individuals who were stopped, but not charged with a criminal violation. The retention length is no longer than one year after the date of the stop.
20. Modify the relevant community policing general orders with an emphasis on the guardian policing model to protect and serve. The policy will address the collaborative nature of community policing and the integration of community policing concepts in the Department's interactions with the community.
21. Participate in national databases on police decertification and/or use of force if such national databases are created in the future.
22. Ensure that policies and practices are consistent with changes to Maryland law related to civilian oversight.

BE IT RESOLVED by the Council of the City of Greenbelt, Maryland

Introduced:
1st Reading: October 11, 2021
Passed:
Posted:
Effective:

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6. ~~Add language~~Modify to General Order 638 to specify that when forcibly entering a premise, officers must loudly and clearly identify themselves as police officers.
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provided every six months for three cycles after which the recommendation will be revisited regarding the frequency of reports.

9. Produce the report described in number eight (8) for the calendar years 2017, 2018 and 2019.
10. Modify the general orders to prohibit officers from preventing civilians from recording police-civilian interactions so long as the person recording is acting lawfully and safely.
11. ~~Modify policy regarding the release of internal investigation files as needed to comply with Maryland MPIA laws effective October 1, 2021.~~Modify the general orders to allow the public to see disciplinary and internal affairs records, including complaints determined baseless, to comply with Maryland MPIA laws effective October 1, 2021.
12. Provide a definition under General Order 635 to broaden the definition of a “complaint” so all concerns about performance and policy can be documented and properly reviewed, even if the ultimate resolution is that the complaint is determined to be ‘unfounded’ or ‘unsubstantiated.’
13. Add a rule under General Order 202 related to the proper operation of body worn cameras, instructing officers to assure that the officer has a working body camera before going out on patrol; to activate the cameras at the beginning of their shift; and to keep the camera on during the entirety of all law enforcement related encounters ~~and activities, further cameras must remain on during the totality of the event~~ in compliance with department policy. In addition, add a provision to General Order 402 that if an officer fails to adhere to these requirements, the officer will be subject to discipline up to and including discharge.
14. ~~Publically~~Publicly disseminate the terms of settlements over police misconduct on a yearly basis, except those exempted by Local Government Insurance Trust (LGIT). Excluded from disclosure through redactions should be any terms in the settlement labelled confidential by the parties and otherwise ensuring privacy ~~by excluding the names and addresses of the parties to the settlement.~~
15. Provide notice of changes to general orders to the City Manager, City Council and Public Safety Advisory Committee.
16. Provide for, in conjunction with the City’s ~~Human Resources D~~epartment, a specialist in law enforcement recruitment, promotion, and retention to assist in improving the diversity of the Greenbelt Police Department, as soon as practical.
17. Continue to provide ongoing training in de-escalation techniques and the awareness of the influence of bias, conscious or unconscious, in policing.

~~18. Removed for further discussion~~

19.18. Produce semiannual reports on traffic stops with data related to stop outcomes. The frequency of these reports will be evaluated after three reporting periods.

20.19. Conduct a review of the policy related to the retention of photographs of individuals who were stopped, but not charged with a criminal violation. The ~~recommended~~ retention length is no longer than one year after the date of the stop.

21.20. Modify the relevant community policing general orders with an emphasis on the guardian policing model to protect and serve. The policy will address the collaborative nature of community policing and the integration of community policing concepts in the Department's interactions with the community.

22.21. Participate in ~~a national~~ databases on police decertification and/or use of force ~~database~~ if such national databases are created in the future.

23.22. Ensure that policies and practices are consistent with changes to Maryland law related to civilian oversight.

BE IT RESOLVED by the Council of the City of Greenbelt, Maryland

City Council Agenda Item Report

Meeting Date: December 13, 2021

Submitted by: Greg Varda

Submitting Department: Recreation

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

Pickleball Amenities - Staff Recommendation

Suggested Action:

Reference: Memo - Pickleball Recommendation

Pickleball Handouts

In response to public demand and the growth of pickleball, Staff recommends adding pickleball lines to four existing tennis courts (Braden Field courts 7/8, and Lakecrest Drive courts). The proposed plan could be incorporated into the tennis court resurfacing project funded in the FY22 budget and increase the City's pickleball courts from zero to eight.

Andrew Phelan, Acting Assistant Director of Recreation Facilities and Operations will be present to answer questions.

Attachments:

[Memo - Pickleball Recommendation.pdf](#)

[Pickleball Handouts.pdf](#)

Memo

To: Tim George, Assistant City Manager

CC: Anne Oudemans, Assistant Director-Recreation Programs
Terri Hruby, Planning Director
Jim Sterling, Public Works Director
Brian Kim, Assistant Public Works Director-Operations
Brian Townsend, Assistant Public Works Director-Parks

From: Andrew Phelan, (Acting) Assistant Director-Recreation Facilities Operations

Via: Greg Varda, Recreation Director

Date: November 12, 2021

Subject: Pickleball Recommendation

On the evening of Monday, October 18, Recreation staff hosted a public information meeting to discuss adding pickleball amenities in the community. The meeting details were advertised for two weeks in the Greenbelt News Review, shared via social media outlets, posted at City tennis courts, and shared directly with the leadership of the Greenbelt Tennis Association to inform their members. In addition, the meeting flyer was shared for dissemination with the various management companies/HOA's of the developments neighboring City tennis courts, including Bell Pointe, Charlestowne North, Charlestowne Village, Lakeside Citizens Association, and University Square. The meeting produced a great turnout with approximately 40 in attendance.

Recreation staff shared a proposed plan (attached) for adding pickleball lines to existing tennis courts. The plan, as proposed, could be incorporated into the scope of the resurfacing project funded in the FY22 budget. After some discussion and solicitation of feedback from those in attendance, there was consensus, among both tennis and pickleball players, that the proposed plan was a good approach. There was some discussion on converting existing tennis courts into dedicated pickleball courts, but the loss of tennis courts and the challenge of incorporating more significant work into the resurfacing project made that concept less appealing. A few in attendance also questioned why courts 5 and 6 couldn't also be lined for pickleball considering that those courts were scheduled for resurfacing. Staff prefers not to line courts 5 and 6 for pickleball as that would likely be met with some resistance from the tennis community and, ultimately, staff agrees that the addition of lines for eight pickleball courts is sufficient.

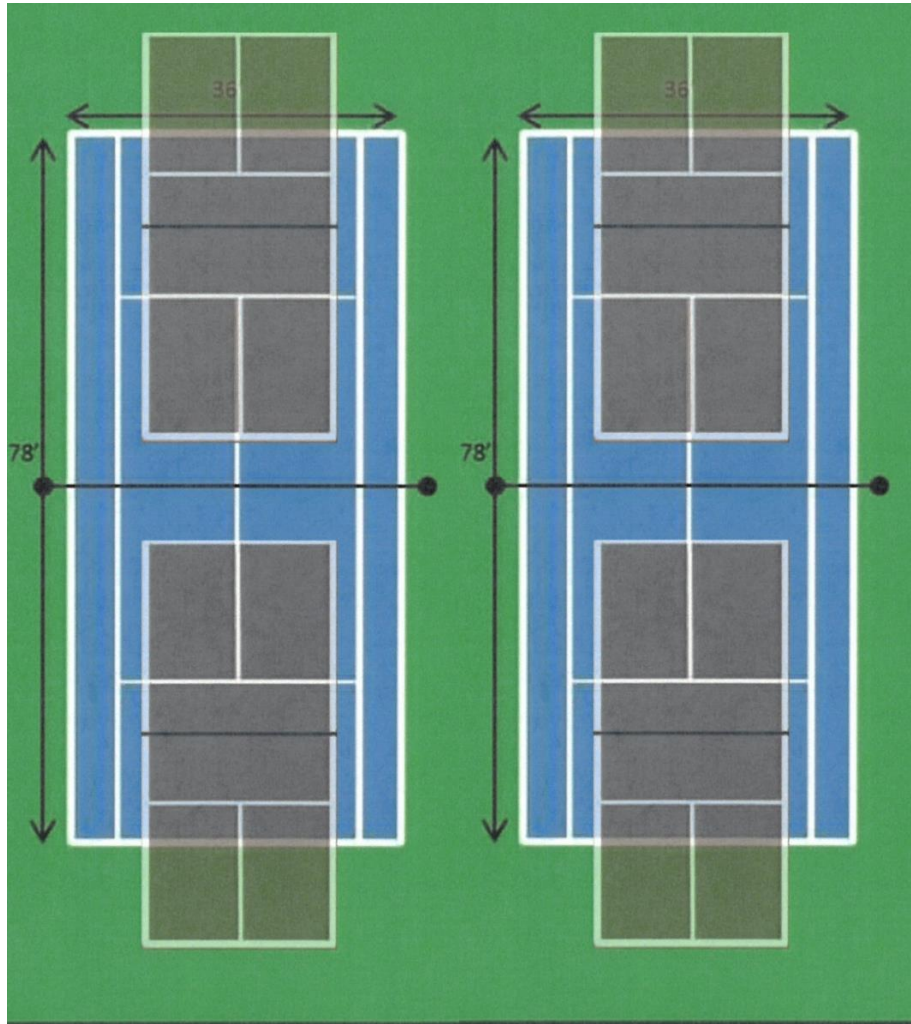
In addition to the public information meeting, Staff solicited feedback via phone, hand-written comments, and a dedicated pickleball email address. Feedback from these sources echoed the thoughts shared during the meeting.

Considering the support from both the tennis and pickleball communities, Staff recommends moving forward with the proposed plan for adding pickleball lines to tennis courts at Braden Field and Lakecrest Drive. The plan will increase the City's outdoor pickleball courts from zero to eight without sacrificing a single tennis court. If funding allows, Staff will also explore additional opportunities to add pickleball lines to existing recreational spaces. Staff is a strong proponent of multi-use amenities and this approach will respond to the pickleball demand without significant impacts to our existing facilities and their current users.

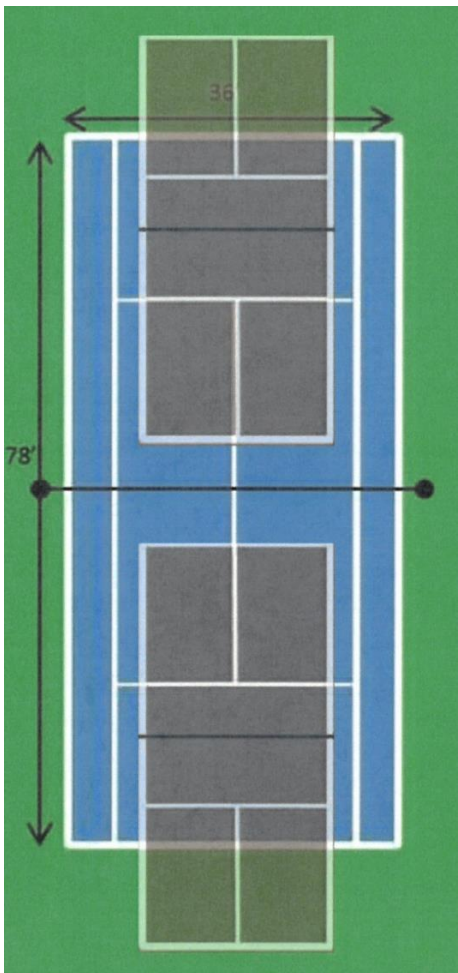
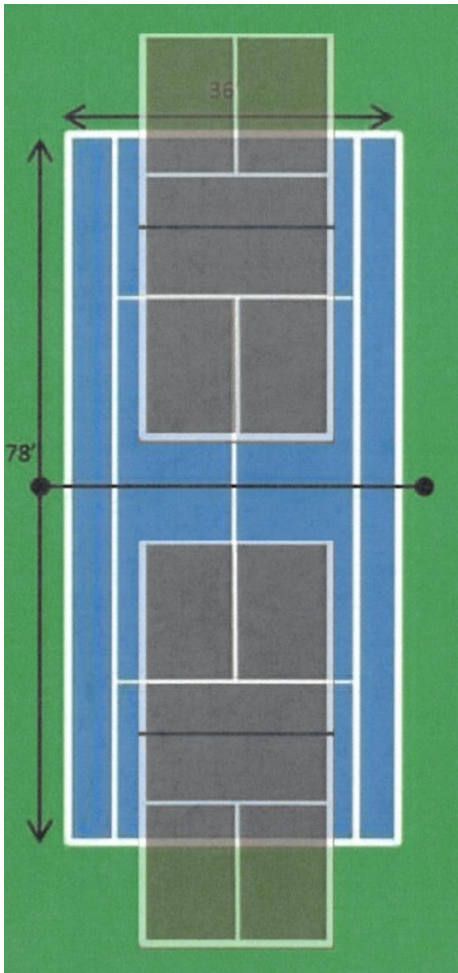
HIGHLIGHTS

- 4 existing tennis courts remain and able to accommodate mixed play (tennis/pickleball).
- Lines/watermarks added to 4 tennis courts, accommodating 8 pickleball courts (*ignore line and shaded area colors in images*).
- Rollaway/portable nets available to accommodate play on all courts .
- 6 tennis courts without pickleball lines will remain available, exclusively for tennis play.

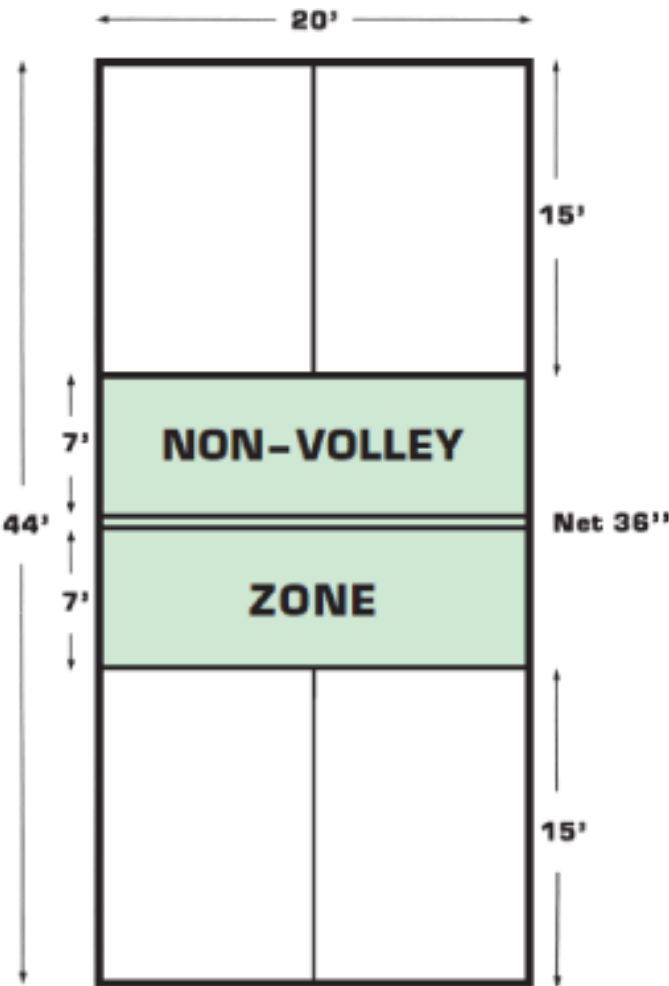
BRADEN FIELD TENNIS COURTS #7 & #8



LAKECREST TENNIS COURTS



Pickleball Court Dimensions



City Council Agenda Item Report

Meeting Date: December 13, 2021

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

ARPA Immediate Funding: Additional Rental Assistance

Suggested Action:

Dr. Liz Park will provide Council with an update and request additional funding.

Attachments:

City Council Agenda Item Report

Meeting Date: December 13, 2021

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

Proposed 2022 Legislative Program

Suggested Action:

Reference: Proposed 2022 Legislative Program

Each year, the Council holds a Legislative Dinner with the City's State and County representatives to present and outline the City's top legislative priorities. This dinner meeting will be scheduled for early January at the Greenbelt Crowne Plaza.

Included in Council's packet is a proposed Legislative Program for 2022. Staff is recommending a short list of priorities under two categories to focus the attention and efforts of our legislators.

Five "Top" priorities are proposed. These are:

- Oppose Maryland's takeover and privatization of the B/W Parkway
- Oppose Beltway Widening
- Block the Maglev Train Routes through Greenbelt and Prince George's County
- Greenbelt Road Streetscape Improvements
- Oppose Bureau of Engraving and Printing Facility

There are three "Other Priorities:"

- Food Truck Hub
- School Boundaries
- Greenbelt Metro Station Improvements

Staff suggests that the City's 2022 priorities be limited to a small number because it is better to present a concise, manageable package of initiatives to our State and County representatives. Based on Council's action on this item, staff will develop a booklet describing each item and provide appropriate background materials. Staff will also email the summary to State and County legislators in advance of the dinner.

Council direction is sought.

Attachments:

[Legislative Program Summary.pdf](#)

CITY OF GREENBELT 2022 LEGISLATIVE PROGRAM SUMMARY

LEGISLATIVE PRIORITIES

■ **OPPOSE TRANSFER AND POTENTIAL PRIVATIZATION OF THE BALTIMORE-WASHINGTON PARKWAY**

Governor Hogan has proposed transferring the B-W Parkway from the Federal Government to Maryland and widening it. The City opposes this effort.

■ **OPPOSE BELTWAY WIDENING**

This proposed public-private partnership would add managed toll lanes through some type of public-private arrangement. The City opposes this effort.

■ **BLOCK THE MAGLEV TRAIN ROUTES THROUGH GREENBELT AND PRINCE GEORGE'S COUNTY**

Both proposed alignments would run through Greenbelt. This project negatively impacts Greenbelt and the County with little benefit to our residents. The City opposes this effort.

■ **GREENBELT ROAD STREETSCAPE IMPROVEMENTS**

Fund the planning and implementation of an SHA Streetscape Improvement Program on Greenbelt Road (MD 193). An Urban Land Institute (ULI) Technical Assistance Panel (TAP) of regional experts met in June 2018 and issued a report. SHA summarized the status of the project in a June 2019 report.

■ **OPPOSE BUREAU OF ENGRAVING & PRINTING FACILITY AT THE BELTSVILLE AGRICULTURAL RESEARCH CENTER**

The Bureau of Engraving and Printing seeks to build a new facility located on a parcel at the BARC that would replace their facility in DC. The City opposes this proposal.

■ **FOOD TRUCK HUB**

The City supports the goals of the Food Truck Hub to encourage economic development, minimize food deserts in underserved areas of our County, promote innovative entrepreneurship and increase public access to healthy food options.

■ **SCHOOL BOUNDARIES**

Children living in Greenbelt should be attending schools located in Greenbelt. Currently, children living in Greenbelt Station are assigned to Berwyn Heights Elementary, Greenbelt Middle School and Parkdale High School. These students should be attending schools located in Greenbelt.

■ **GREENBELT METRO STATION IMPROVEMENTS**

- Improve station infrastructure
- Increase funding for pedestrian/bike trail connection to Greenbelt Station
- Upgrade to a full interchange

MML Legislative Action Requests

■ **STATE MAINTENANCE OF SIDEWALKS ADJACENT TO STATE ROADWAYS**

Include funds in the State budget for SHA to replace and/ or maintain sidewalks adjacent to State roadways.

■ **SINGLE USE PLASTICS**

There is too much plastic in our waste stream and in the environment, particularly in our waterways. Banning single use plastics, such as bags, straws, coffee stirrers and single use bottles will reduce the amount of waste stream in our environment.

■ **ONLINE SALES TAX USE SHARE TO MUNICIPALITIES**

Provide sales tax revenue to municipalities from online sales to be consistent with a recent Supreme Court decision.

PGCMA Legislative Plan

1. State Legislation
 - a. Construction, maintenance and replacement of sidewalks
 - b. Bus stop shelters along State roadways
 - c. Police Reform
 - i. Preservation of local authority on Police Accountability Boards and Charging Committees
 - ii. Legislation/changes pertaining to municipalities
2. County Legislation
 - a. Incorporating Inclusionary Zoning and Accessory Dwelling Units
 - b. County zoning laws
3. County Partnerships
4. Expanding access to County Crisis Intervention Services

City Council Agenda Item Report

Meeting Date: December 13, 2021

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

* Employee Special Holiday

Suggested Action:

Since December 1969, the City Council has granted an extra holiday to classified employees during the holiday season. In some years, when Christmas has fallen on a Tuesday or Thursday, Council has assigned the holiday to create a four-day weekend. However, it should be noted that fixing the Special Holiday increases overtime expenditures by approximately \$25,000 that were not approved in the adopted budget. This year, Christmas Day is Saturday, December 25.

Otherwise, the holiday has been granted as a "floating day" that employees may use whenever they wish during the remainder of the fiscal year. Approving the Special Holiday as a floating day does not increase overtime costs.

It is recommended that Council grant the FY 2022 Special Holiday as a floating holiday to employees. A floating holiday allows employees with other faith traditions to use this holiday at other times of the year if desired.

Approval of this item on the consent agenda will indicate Council's approval to grant an extra floating holiday to City employees.

Attachments:

City Council Agenda Item Report

Meeting Date: December 13, 2021

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

* Appointment of Council Members to Metropolitan Washington Council of Governments Board and Policy Committees

Suggested Action:

Reference: Greenbelt Appointments

The Metropolitan Washington Council of Governments (COG) is soliciting appointments to COG's policy boards and committees for 2022. Attached is a list of the current appointments, COG has requested the appointments to be submitted in January 2022.

Approval of this item on the consent agenda will indicate Council's approval of the 2022 Metropolitan Washington Council of Governments appointments.

Attachments:

[Greenbelt_Appointments_MWCOG_2022.pdf](#)

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
Solicitation for Appointments: City of Greenbelt

INDEPENDENT POLICY BOARDS	Current Appointment	2022 Appointment
COG Board of Directors (1) Meets monthly from 12 noon to 2:00 p.m.	Colin Byrd <i>Emmett V. Jordan</i>	Emmett V. Jordan <i>Kristen L. K. Weaver</i>
National Capital Region Transportation Planning Board (1) Meets monthly 12 noon to 2:00 p.m.	Emmett V. Jordan <i>Rodney M. Roberts</i>	Rodney M. Roberts <i>Emmett V. Jordan</i>
Metropolitan Washington Air Quality Committee (1) Meets monthly 12 noon to 2:00 p.m.	Leta Mach <i>Emmett V. Jordan</i>	Kristen L. K. Weaver <i>Brandon R. Gordon</i>
POLICY COMMITTEES		
Region Forward Coalition (1) Meets quarterly dates TBD	Judith Davis <i>Emmett Jordan</i>	Emmett V. Jordan
Human Services Policy Committee (1) Meets bi-monthly 12 noon to 2:00 p.m.	Edward V.J. Putens <i>Silke Pope</i>	Silke I. Pope <i>Brandon R. Gordon</i>
Climate Energy and Environment Policy Committee (1) Meets bi-monthly 10:00 a.m. to 12:00 p.m.	Leta Mach <i>Judith Davis</i>	Colin A. Byrd <i>Judith F. Davis</i>
Chesapeake Bay and Water Resources Policy Committee (1) Meets bi-monthly 10:00 a.m. to 12:00 p.m.	Judith Davis <i>Edward V.J. Putens</i>	Judith F. Davis <i>Silke I. Pope</i>

Notes: Alternates are shown in italics.

Instructions:

1. Review current appointments.
2. Refer to the attached description of each policy board and committee for each appointment.
3. Appoint or reappoint an elected official for each policy board and committee. Please consider the individual's interest/experience with the committee subject matter, and his/her availability to participate given the noted committee schedule.
4. Please submit your completed COG 2022 Board and Committee appointments to mbeyrouti@mwkog.org.

City Council Agenda Item Report

Meeting Date: December 13, 2021

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

* Liaison and Board and Committee Assignments

Suggested Action:

Reference: City Council Boards and Committees Liaison Assignments

At the November 17 Work Session, Council discussed boards and committees liaison assignments. Attached is a list of the current liaison assignments.

Approval of this item on the consent agenda will indicate Council's approval of the current liaison assignments.

Attachments:

[Current City Council Boards and Committees Liaison Assignments.pdf](#)

Current City Council Boards and Committees Liaison Assignments:

Advisory Committee on Education – Mr. Byrd

Advisory Planning Board – Ms. Davis

Arts Advisory Board – Mr. Roberts

Community Relations Advisory Board – Mr. Gordon

Forest Preserve Advisory Board – Ms. Davis

Greenbelt Advisory Committee on Environmental Sustainability – Ms. Weaver

Park and Recreation Advisory Board – Ms. Weaver

Public Safety Advisory Committee – Ms. Pope

Senior Citizens Advisory Committee – Ms. Pope

Youth Advisory Committee – Mr. Byrd

ANACOSTIA HERITAGE AREA – MAYOR JORDAN

GATE – MR. GORDON

Annual														
Advisory Group Chairs	3/16	2/17	7/18	7/19	6/20	6/21								
Franklin Park at Greenbelt Station Mgmt.	8/16	11/17	12/18	12/19	12/20	12/21								
Greenbelt East Advisory Coalition	3/16	7/17	3/19	6/20										
Greenbelt Homes, Inc.	6/16	7/17	7/18	7/19	10/20	7/21								
Greenbelt Station	8/19	12/19	8/20	8/21										
County Executive/ County Council	12/13	9/16	1/19	8/20	11/20									
Biennial														
Roosevelt Center Merchants	11/16	1/18	1/20											
Beltsville Ag. Research Center/ NPS Greenbelt Park	03/14	7/16	8/18											
	7/15	1/18	1/20											
Beltway Plaza	9/14	3/17	9/20											
Greenbelt Community Garden Club	3/21	9/21												
Greenway Center	7/14	12/16	2/19	12/20										
Civic Associations	8/14	2/18	8/20											
NASA/GSFC	3/15	3/17	9/19	12/20										
PG Co. Economic Development Corp.	8/14	4/17	7/19											
School Board	2/16	5/17	10/18	3/19	9/20	9/21								
State Highway Administration	6/15	10/17	11/20											
Every Three Years														
Apartments	2/18	4/21												
Religious/Spiritual Organizations	3/13	6/15	6/19											
Greenbelt Watershed Groups	8/14	10/16	10/19											
Hotels														
University of Maryland	3/13	4/15												
Every Three Years or Major Issue														
Comcast	9/13	11/17	3/21											
Verizon	2/20													
PEPCO	9/14	1/17												
WSSC	12/12	9/16												
WGL	12/17													
Capital Office Park	12/12	1/16	9/19											
Other Business Parks:														
Maryland Trade Center														
Golden Triangle														
Hanover Parkway														
Belle Point														
Edmonston Road														

WMATA/PGDPW&T (Semi-Annual)	11/16	9/17	11/18	1/20										
Other/As Needed														
M-NCPPC/Planning Board (Major Issue)	6/06	7/14	10/19											
Business Coffee (Every Four Months)	2/21	6/21	10/21											
State's Attorney (4 years)	2/11	4/15	9/19											
Roosevelt Center Owner	9/15	8/20												

(Rev. October 20, 2021)

City Council Agenda Item Report

Meeting Date: December 13, 2021

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section: MEETINGS

Subject:

Meetings

Suggested Action:

Attachments:

[meetings.pdf](#)

CITY OF GREENBELT, MARYLAND
25 Crescent Road, Greenbelt, MD 20770-1891



12/10/2021 12:43 PM

**City Council Meetings & Work Sessions
December**

Regular Meeting	Mon.	12/13	8:00 pm
Advisory Board Interview	Wed.	12/15	7:40 pm
Work Session – GHI/WSSC	Wed.	12/15	8:00 pm
Advisory Board Interview	Mon.	12/20	8:00 pm
Work Session – American Rescue Plan Act (ARPA)	Mon.	12/20	8:00 pm
Advisory Board Interview	Wed.	12/22	7:40 pm
Work Session – Pre-Budget Meeting	Wed.	12/22	8:00 pm
Work Session – TBD	Mon.	12/27	8:00 pm
Work Session – TBD	Wed.	12/29	8:00 pm

- Councilmembers will present reports on conferences, meetings and events as the last item of business at Monday Work Sessions.

This schedule is subject to change. For confirmation, call 301-474-8000. Regular and Special meetings and Work Sessions are open to the public. If special accommodations are required for any disabled person, please call 301-474-8000 or 301-474-3870 no later than 10 a.m. on the meeting day. Deaf individuals are advised to use Video Relay Services (VRS) at 711 or e-mail banderson@greenbeltmd.gov to reach the City Clerk.

Due to the COVID-19 precautions, the Council Meetings will be held online and is planned to be cablecast on Verizon 21, Comcast 71, and 996 and streamed to www.greenbeltmd.gov/municipalTV. Unless otherwise noted, Council meetings will be virtually by zoom. Zoom meeting information for public participation is posted on the City's website at www.greenbeltmd.gov on the meetings calendar.

Bonita Anderson, City Clerk

A NATIONAL HISTORIC LANDMARK

(301) 474-8000

fax (301) 441-8248
www.greenbeltmd.gov

MD RELAY 711

CITY OF GREENBELT, MARYLAND

25 Crescent Road, Greenbelt, MD 20770-1891



12/10/2021 12:43 PM

Ready to be scheduled:

Closed Session (*Cable Ordinance*)
MARC Train Service/ MDOT
Arts & Entertainment District
Potential Bond Referendum/Capital Financing
Parke Crescent Apartment Complex
Bernard Penney (*Memorial Donation in honor of Leonie Penney*)
Cemetery Plans
City Contracting Policy
DPW&T (*Bikeshare Program*)
BARC
Hotels
Pepco
WSSC
Board of Elections reports:
- Procedure for filling Council vacancies
- Proposal for voting by resident non-citizens
(*waiting for CRAB Report*)
Economic Development Advisory Committee
Economic Development Strategic Plan Retreat

For later scheduling:

Zoning Enforcement
Parkway Apartment Owners/GHI (*parking*)
Northway Fields Master Plan
City Manager Updates (Jan, Pre-budget; July & Sept/Oct)
Meeting with County on Transportation Plan
Department of Permitting, Inspections & Enforcement (DPIE)
Museum Plan
Term Limits legislation (*referral submitted to CRAB*)
ERB Reports: (#2020-01 Procedures for Employee Appeals and Grievances); (#2021-02 Collective Bargaining for Non-Managerial Employees) (*waiting for CRAB Report*)

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MD RELAY 711