



CITY COUNCIL AGENDA

This meeting will be held in-person and virtual.

**25 Crescent Road
Greenbelt, MD 20770**

OR

**Virtual Participation
Zoom Webinar Attendees:**

**During "Petitions and Requests," please submit your request in writing via email to
questions@greenbeltmd.gov**

<https://us02web.zoom.us/j/89250998236?pwd=ZjJqK1djTWhBeGYzUjNPd2NhUTRyd09>

**Dial-in: 301 715 8592
Webinar ID: 892 5099 8236
Passcode: 367495**

**Monday, December 11, 2023
7:30 PM**

I. ORGANIZATION (15 minutes - 7:30 - 7:45 pm)

1. Call to Order
2. Roll Call
3. Meditation and Pledge of allegiance to the Flag
4. Petitions and Requests

5. Consent Agenda - Approval of Staff Recommendations (Items on the Consent Agenda [marked by *] will be approved as recommended by Council and staff, subject to removal from the Consent Agenda by Council.)
6. Approval of Agenda and Additions

II. COMMUNICATIONS (30 minutes - 7:45 - 8:15 pm)

7. Presentations

- *8. Minutes

Suggested Action:

* Work Session - May 19, 2021

* Work Session - August 2, 2021

[WS210519.pdf](#)

[WS210802.pdf](#)

- 8a. Statement of Record - Closed Session, October 25, 2023

Suggested Action:

Reference: Statement for the Record, October 25, 2023

Closed Session of October 25, 2023: 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 moved that the minutes of tonight's meeting reflect that Council met in closed session on Wednesday, October 25, 2023, at 9:43 pm, in the Council Chambers. Council held this closed meeting 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, employees, or officials over whom it has jurisdiction; or any other personnel matter that affects one or more specific individuals; and 2) to consult with counsel to obtain legal advice on a legal matter.

The purpose of this meeting is to address personnel matters related to specific individuals, updates on legal matters, and City Manager evaluation check-in.

Vote to closed Session:

Ms. Davis - Yes

Mr. Gordon - Yes

Mr. Herling - Yes

Ms. Pope - Yes
Mr. Roberts - No
Ms. Weaver - Yes
Mayor Jordan - Yes

The following staff members was in attendance: Josue Salmeron, City Manager (9:43-10:21 & 10:38-10:57); Dawane Martinez, Director of Human Resources (9:43-9:56 & 10:23-10:36); Richard Bowers, Chief of Police (9:43-9:50); Jason DeLoach, City Solicitor (virtual 9:43-10:21).

Council took the following actions during this session: reached consensus on an adjustment to the salary range for the City Manager to conform to compensation findings.

[Closed Session Form_10.25.23.pdf](#)

9. Administrative Reports

Suggested Action:

Reference: This link will display the weekly report for the City Manager and City Departments

https://www.greenbeltmd.gov/government/city-administration/city-manager-s-office/weekly-reports/-folder-1475#docan2352_4054_3510

*10. Committee Reports

*10a. Board of Elections Report #2023-09: Council Vacancy: Charter Section 32

Suggested Action:

It is recommended that Council accepts this report.

[BOE3338CouncilMemoVacancy.pdf](#)

III. LEGISLATION (30 minutes - 8:15 - 8:45 pm)

11. An Ordinance of the Council of The City of Greenbelt Amending Chapter 10, "Licenses, Permits and Miscellaneous Business Regulations" of the Greenbelt City Code, To Add Article VII "Disposable Plastic Bags" to Prohibit a Retail Establishment from Providing a Plastic Carryout Bag to Customers, to Require a Retail Establishment to Charge At Least Ten Cents for Each Paper and Reusable Carryout Bag Provided to Customers and To Provide a Penalty for Violation
- 1st Reading, Suspension of the Rules
 - 2nd Reading, Adoption

Suggested Action:

Reference:

Amended City Ordinance 1389

Greenbelt Advisory Committee on Environmental Sustainability Recommendations
#2023-02

Prince George's County Bill

On November 20, 2023, the Green ACES and the Greenbelt Green Team recommended that the City Council amend the Bring Your Own Bag Ordinance to add the two restaurant paper bag charge waivers found in the Prince George's County Better Bag Bill to have a more consistent policy in Prince George's County. They also recommend that the City Council add the provision to our ordinance of the 90-day waiver on imposing a financial penalty on retailers for infractions in order to give us sufficient time to educate everyone. The attachment is the Prince George's County bill with the provisions highlighted in yellow that we propose adding to our Ordinance 1389.

It is recommended that Ordinance 1389 be amended to reflect the recommendation of Green ACES and the Greenbelt Green Team and introduced for first reading, suspension of the rules followed by second reading and adoption.

[Ord1389_Proposed Amendments_A1.pdf](#)

[Green ACES BYOB Ordinance AmendmentRecommendation 2023-02.pdf](#)
[B2023032 with highlights.pdf](#)

12. A Resolution to Repeal and Reenact with Amendment Resolution Number 2097 to Adopt Standing Rules for the Council of the City of Greenbelt, Maryland
- 1st Reading

Suggested Action:

Council reviewed the Standing Rules document at its Work Session on December 6, 2023. The resolution included in Council's packet reflects the results of that discussion.

It is recommended this resolution be introduced for first reading.

[StandingRules2024.pdf](#)

IV. OTHER BUSINESS (120 minutes - 8:45 - 10:45 pm)

13. Council Vacancy

Suggested Action:

On December 6, 2023, the City Council held a work session meeting to discuss the appointment for the vacancy of the council seat process.

The Greenbelt Board of Elections submitted options with pros and cons for filling the current vacancy in membership to the City Council in accordance with the City Charter.

- Section 32 of the City Charter states as follows: Vacancies on council. If a seat in the council becomes vacant, the remaining members of council by a majority vote shall, as soon as possible, elect a person to fill the unexpired term. If three (3) or more council seats are vacant at the same time, the board of elections shall call at the earliest date a special election to fill said vacancies for the unexpired terms.

Options:

A. Council Action Without Voter Referral

- This option is the least democratic, in the sense that it allows no voter or public participation, but it allows the most prompt and least costly action by Council.

B. Action After Hearing, Without Voter Referral

- This option again offers Council the opportunity to act promptly, without significant costs. It is also possible to hold a public hearing or hearings while allowing residents who cannot attend the chance to make comments by text or email. Again, however, this course excludes full participation by Greenbelt voters.

C. Action After Referral To Voters

- This option, involving a referral election for all voters, is clearly the most democratic. It does, however, involve considerable added cost and delay, and it does not remove from Council the obligation to make the final determination, under Section 32.

D. Potential Interim Appointment

- Making an interim appointment, if Council members choose a referral to the voters, will allow the Council to proceed with a full membership complement until it receives the results of the referral election.

The City Solicitor, Jason DeLoach, opined submitting to the City Council the relevant language of Section 32 (Vacancies on Council). **If a seat in the Council becomes**

vacant, the remaining members of Council by a majority vote shall, as soon as possible, elect a person to fill the unexpired term. Mr. DeLoach noted that any appointment by the Council with the assistance of an election of any type would be subject to legal challenge for violating the process mandated by the Charter and violating the “as soon as possible” requirement.

Council decision is sought.

14. Prince George's County Crossing Guard Shortage

Suggested Action:

Councilmember Pompei requested this item to be added to the agenda for Council discussion.

Context: A recent fatal car accident involving schoolchildren at a school crosswalk has highlighted significant concerns regarding school safety, particularly focusing on the shortage of crossing guards and the limited presence of county police at schools. Councilmember Jenni Pompei initiated a discussion about the county's current inability to fill crossing guard vacancies, proposing a shift of this responsibility to the municipality. Councilmembers Ric Gordon and Silke Pope also raised concerns about the need for increased police presence during key school hours.

Proposals:

1. **Transfer of Crossing Guard Responsibilities:** Propose a Memorandum of Understanding (MOU) with the County Council to transfer the funding and hiring authority of crossing guards to the City of Greenbelt. This shift aims to address the 85 existing vacancies more effectively at a local level.
2. **Enhanced Police Presence at Schools:** Recommend sending a formal letter to the County School Board and County, urging them to increase police presence around schools, especially during student arrival and departure times. This recommendation aligns with the concerns raised by Councilmembers regarding the current lack of county police involvement.
3. **Collaborative Effort with County Authorities:** Encourage a joint task force comprising city and county officials to address these safety concerns holistically, ensuring both short-term and long-term solutions are developed and implemented effectively.

Potential Action Steps:

1. Propose a partnership to address Crossing Guard Vacancies in the County.
2. Prepare and send the recommended letter to the County School Board and County, outlining specific concerns and suggestions.

3. Initiate discussions with county authorities to form a joint task force focused on school safety and staffing.

15. Buddy Attick Lake Inclusive Playground

Suggested Action:

Reference: Memorandum - B. Kim - November 4, 2023

Buddy Attic Design Concept Final

Buddy Attic Proposal Final

For several years staff has worked towards leveraging alternative revenue streams to include but not limited to grants, bond bills, etc. to assist with funding the replacement of the Buddy Attick Lake playground. To this end, in FY24 Council approved an additional \$250,000.00 bringing the project to fruition.

Staff recommends Council approve the purchase of the new inclusive playground to Sparks@Play, 3705 Crondall Lane, Owings Mills Maryland 21117 for a total project cost of \$611,422.75.

[Memorandum - B. Kim - November 4, 2023.pdf](#)

[BA_SP_Design_Concept_Final.pdf](#)

[BA_SP_Proposal_Final_4.pdf](#)

16. Bradford Pear Tree Replacement Hanover Parkway

Suggested Action:

Reference:

Memorandum, B. Townsend, 10/25/2023

Bradford Pear Plan Presentation

Advisory of Trees Report #2015-1, July 12, 2015

Advisory of Trees Report #2016-1, April 5, 2016

Advisory of Trees Report #2022-1, September 20, 2022

The Bradford pear is a tree that has been historically planted in urban areas for spring floral display. However, over time this variety has been found to be invasive and have very poor mechanical strength. To combat this and other future tree issues, the Greenbelt Urban Tree Master Plan (UBTMP) was drafted. The UBTMP was prepared in collaboration with the Davey Tree Expert Company presented to the City Council and approved in 2018. The UBTMP documents over 1,500 Bradford pear trees that need replacement. The largest concentration in Greenbelt East.

Over the years the Public Works Department has addressed areas with highest tree structure breaks first such as Ivy Lane, Lake Crest Drive and Hanover Parkway where they are current working on removals and replacements. The program would phase out all Bradford Pear trees in a systematic way of not removing all of the tree canopy of a roadway at once.

The removal program will have budget implications and until a plan is finalized and approved, staff recommends the following as an initial program using the budgeted amount of \$27,000 for replacements of the Bradford Pears along Hanover Parkway for the next couple of years.

Council approval is requested.

[Memorandum, B. Townsend, 10/25/2023.pdf](#)

[Bradford Pear Plan.pdf](#)

[ACT_Trees_under_power_lines.pdf](#)

[ACT_Park Trees_list.pdf](#)

[ACT_Street_tree_list.pdf](#)

17. HVAC Equipment Replacement at Springhill Lake Recreation Center

Suggested Action:

Reference:

Memorandum, B. Kim, 12/04/2023

Densel Company Proposal

The existing rooftop unit, approximately 17/18 years old and has a useful life of 15 years, serves a significant area of the Springhill Lake Recreation Center operations.

For several months, the DPW Facilities Maintenance Crew has been experiencing issues with the packaged rooftop unit currently servicing Springhill Lake Recreation Center and, more specifically, the unit servicing the reception, office, and lobby areas. Most recently, the unit's ability to produce heat failed several times to produce cooling during the most recent summer months. Currently, the unit will produce heat; however, the unit cannot provide cooling.

Public Works has identified Densel Company, a well-known HVAC contractor that has been servicing many of our HVAC maintenance contracts throughout various buildings/facilities within the City for the last eight years, as the best way forward. Densel Company is located in Gaithersburg, Maryland, Montgomery County.

Staff recommends that the Council approve the purchase of the new rooftop unit for

Densel Company 7640-A Airpark Road, Gaithersburg, Maryland 20879, for a total project cost of \$54,720.45.

Council approval is requested.

[23.12.04_Memo_Council_SLRC_HVAC_RTU.pdf](#)

[6101 Cherrywood Lane One \(1\) 10 tons Carrier Rooftop Unit Replacement.pdf](#)

18. Reparation Commission Consultant Contract

Suggested Action:

Reference: Reparations Contract imPACT Educational Consulting

Memo - Greenbelt Reparations Commission - Nov. 27, 2023

imPACT RFP

The City's current budget includes \$30,000 to support the work of the Reparations Commission. The 21-member Commission needed to prioritize the work and develop a strategy on how to work together and to meet its goals. There is consensus on the Commission that the use of an outside consultant will speed up the work of the Commission by clarifying goals, methods of achieving goals and operating principles to guide deliberations.

In April, the Commission decided to find a consultant to help focus the work of the Commission. The Facilitation Subcommittee (FS) was created to carry out the RFP process and make recommendations to the full Commission. An RFP was developed in coordination with the Interim City Manager to solicit proposals for a consultant to help the Commission get organized, clarify goals, and develop a strategy to meet those goals. The subcommittee identified the skills and experience a consultant would need, which included having familiarity with reparations work, experience with diversity, equity, and inclusion, and facilitation skills to lead a retreat for the Commission. The RFP was posted in late June and closed August 11.

The Commission received 13 proposals, which ranged from \$15k to over \$1 million. While there was no budget listed in the RFP, candidates were notified that the budget range was expected to be around \$15k but that a bigger budget would be considered depending on the type of work that was presented. The Facilitation Subcommittee reviewed 13 proposals and narrowed the pool down to three candidates who were interviewed initially by the Subcommittee and then by the whole Commission.

The Subcommittee and Commission agreed in deliberations that two of the firms,

imPACT Educational Consulting LLC and Habitus Incorporated better met the facilitation and start-up requirements. The third firm brought a long history in reparations work and is a possible resource as the process moves forward.

The Commission is recommending imPACT Educational Consulting because of their expertise, location and cost. Based on the discussion above, it is the Commission and staff recommendation that Council accepts the proposal of imPACT Educational Consulting to provide facilitation and planning professional services to the Reparations Commission at a cost not to exceed \$16,000 (with a base contract of \$12,000 and up to \$4,000 of additional cost with approval of the Commission and City Manager plus agreed upon expenses not to exceed \$500.

[Reparations Contract imPACT Educational Consulting v3 11-21-23.pdf](#)

[Recommendation Memo Reparations Commission final submitted 11-15-23.pdf](#)

[Impact FINAL Greenbelt Reparations Commission RFP FINAL.pdf](#)

19. ARPA Police Vehicles Purchase

Suggested Action:

Reference: Memorandum, M. Apgar, 11/21/2023

Hertich Fleet Services

At the October 9 Regular Meeting, the City Council approved the ARPA reallocation list, including five police vehicles for \$330,000.

The Council packet includes a memorandum and background description of the vehicles requested for purchase.

Staff have identified a State of Maryland contract for police vehicles under the State of Maryland Blanket Purchase Order (BPO) #001B3600251. The cost for one (1) Dodge Durango Police Package Vehicle is \$42,139. See attached pricing from Hertich Fleet Services, Inc.

The total purchase price for all five (5) vehicles is \$210,695. The American Rescue Plan Act (ARPA) funding in the amount of \$210,695 was approved for the purchase of these vehicles.

Staff recommends Council approve the purchases of five (5) Dodge Durango Police Package Vehicles under the State of Maryland BP#001B3600251 from Hertich Fleet Services, Inc., 1427 Bay Road, Milford, DE 19963 for \$210,695.

[FY24 Vehicle Purchase Memo.pdf](#)

[Hertich Fleet Services.pdf](#)

[Active Police Vehicles By Year.pdf](#)

20. ARPA Status Update

Suggested Action:

Tim George, Assistant City Manager, will provide a status update on all the ARPA projects.

[ARPA Grant Programs Update 12-112023 v1.pdf](#)

21. 2024 Legislative Priorities Review

Suggested Action:

Reference: Memorandum, J. Salmeron, 11/22/2023

The City Council will review and discuss the 2024 Legislative Priorities, including a proposed list of Bond Bill requests for the Council to consider and approve the items to be presented to District 22 Representatives.

Council approval is sought.

[2023.11.22_CM_Memo_Legislative Priorities.pdf](#)

22. Council Activities

23. Council Reports

*24. Springhill Drive Bus Stop Accessibility

Suggested Action:

Reference:

Memorandum, Ryan Sigworth AICP, 11/6/2023
Presentation

Presentation of pending staff action to address safety, accessibility, and/or regulatory issue(s) in response to a resident concern about safe and equal access to bus stops along Springhill Drive where on-street parking blocks buses from accessing the bus stop in both directions. In order to meet the WMATA standard to allow a bus to access the bus stop, the removal of six (6) parking spaces on the south side of Springhill Drive and three (3) parking spaces on the north side of Springhill Drive is warranted.

This is for informational purposes and no action by the City Council is necessary.

[City Council memo Springhill Drive Bus Stops 11-6-2023_final.pdf](#)
[Springhill Drive Bus Stop Presentation_FINAL.pdf](#)

*25. Charlestowne Village Site Distance Complaint

Suggested Action:

Reference:

Memorandum, Ryan Sigworth AICP, 11/22/2023
Presentation

Presentation of pending staff action to address safety, accessibility, and/or regulatory issue(s) in response to a resident concern about sight distance for turning vehicles at Prince James Court and Lakecrest Drive. Staff performed the technical analysis and concluded that the current conditions do not meet AASHTO standards. This results in the removal of approximately ten (10) parking spaces along Lakecrest Drive to address safety deficiencies at the intersection.

This is for informational purposes and no action by the City Council is necessary .

[Lakecrest Drive_Prince James Ct_final_council.pdf](#)
[Charlestown Village Presentation_FINAL.pdf](#)

*26. Greenbelt Access Television (GATe) MOU

Suggested Action:

The Memorandum of Understanding (MOU) between the City and Greenbelt Access Television (GATe) meeting was held on September 21, 2023. Based on comments received at the meeting with the City Manager, Public Information Officer, and GATe representatives, a MOU has been updated and has been approved. The MOU calls for rent to be paid to the City for GATe's use of space in the Community Center and for GATe to be reimbursed for services (staffing for City meetings and events) provided to the City.

Approval of this item on the consent agenda will indicate Council's intent to approve the MOU as drafted.

[GATe Memorandum of Understanding.pdf](#)

*27.

Resolution for Departure 23-008-DSDS, Greenbelt Honda

Ryan Sigworth AICP, Community Planner

The Advisory Planning Board approved Departure 23-008-DSDS for Greenbelt Honda at their November 1, 2023, meeting. Under City Code, the City Council may adopt a departure by consent after 15 days unless an objection has been filed with the City Clerk during the objection period. No objection has been received and, therefore, is being submitted for adoption by the City Council under the process outlined in City Code.

[Council Cover Memo_DSDD 23-008_11.1.2023_final.pdf](#)

[Resolution 23-008-DSDS_Signed_APB.pdf](#)

*28. MAGLEV Supplemental Letter, D. Spendiff, 12/11/2023

Suggested Action:

Reference: Draft Letter,

Jill Grant & Associates wanted to note that after the City submitted its comments on BWRR's application to the Maryland Department of the Environment (MDE) for a water quality certification, on November 16, BWRR submitted hundreds of additional pages in support of its application that are now posted on MDE's website:

<https://mde.maryland.gov/programs/water/WetlandsandWaterways/Pages/SCMAGLE>

BWRR's submittal was at least partly in response to MDE's request for additional information; however, the timing was such that it prevented the public – Greenbelt included – from commenting.

The Maryland Coalition for Responsible Transit (MCRT) plans to review these additional materials and submit supplemental comments to MDE, even though their comments will be outside of the public comment period. Jill Grant & Associates conducted a brief, high-level review of the new materials and, while they provide more details about the impacts of the Maglev project on water quality and additional plans and maps, BWRR continues to defer important analyses of water quality impacts until later stages of the National Environmental Policy Act (NEPA) process, which is currently paused.

Because MCRT plans to review and comment on the new BWRR material, we instead propose that the City submits a short letter objecting to MDE's process because it closed the public comment period before BWRR submitted this new information. We recommend submitting such a letter by next week, to allow MDE time to respond prior to the certification deadline.

Approval of this item on the consent agenda will indicate Council approval of the draft letter. Please note that that more research is needed but that the final letter to be submitted will be “substantially similar.”

[2023-12-11 Supp Comment on Notice Issues w BWRR WQC Process - JGA draft.pdf](#)

***29. Council Reconsideration of Advisory Board Resignation**

Suggested Action:

At the last Council Regular Meeting on November 27, 2023, the Council accepted Ms. Patricia Evans's resignation with regret from the Board of Election.

With the approval of this item on the consent agenda, the Council will reinstate Ms. Evans to the Board of Election.

***30. Meetings**

[meetings.pdf](#)

***31. Stakeholder List**

[Stakeholder Schedule.pdf](#)

***32. 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 GOG's policy boards and committees 2024. Attached is a list of the current appointments, COG has requested the appointments to be submitted in January 2024.

Approval of this item on the consent agenda will indicate Council's approval of the 2024 Metropolitan Washington Council of Governments appointments.

[City of Greenbelt 2024.pdf](#)

***33. * Board and Committee Liaison Assignments**

Suggested Action:

Reference: City Council Boards and Committees Liaison Assignments

At the December 6th Work Session, Council discussed boards and committee's 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.

[City Council Boards and Committees Liaison Assignments_2023-25.pdf](#)

*34. Contract for Natural Gas Supply with Engie

Suggested Action:

Reference:

Memorandum, J. Salmeron, 12/08/2023

Contract

The City have successfully entered into a new contract with Engie for our natural gas supply. This 24-month agreement was finalized after a careful procurement process facilitated by Open Market Energy. The City consumes about 86,000 Therms of Natural Gas annually across ten different gas accounts for all our facilities. We considered proposals from three different suppliers, as detailed in the table below:

Supplier Name	Term (Months)	Price per Therm
Engie	24	\$0.4319
WGL Energy	24	\$0.5010
UGI	24	\$0.5178

The "two-year gas price lock" at \$0.4319/therm with Engie offers us a favorable rate compared to our previous arrangement with WGL Energy, their proposed rate, and the alternative option from UGI. This decision will provide budget stability and cost savings over the next two years.

Approval of this item on the consent agenda will indicate Council approval of the contract with Natural Gas Supply Engie.

[2023.12.08_Contract for Natural Gas Supply with Engie_MEMO.pdf](#)
[GB_Engie_naturalGasContract20231207.pdf](#)

City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Special Meeting Item

Agenda Section: ORGANIZATION (15 minutes - 7:30 - 7:45 pm)

Subject:

Meditation and Pledge of allegiance to the Flag

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Meeting Minutes

Agenda Section: COMMUNICATIONS (30 minutes - 7:45 - 8:15 pm)

Subject:

Minutes

Suggested Action:

* Work Session - May 19, 2021

* Work Session - August 2, 2021

Attachments:

[WS210519.pdf](#)

[WS210802.pdf](#)

WORK SESSION OF GREENBELT CITY COUNCIL held on May 19, 2021, to meet with Green Ridge House.

Mayor Byrd started the meeting at 7:30 p.m. The meeting was held virtually via Zoom.

Present Council members: Judith F. Davis, Leta M. Mach, Emmett V. Jordan, Silke I. Pope, Edward V. J. Putens, Rodney M. Roberts, and Mayor Colin A. Byrd.

Staff Present: Nicole Ard, City Manager; Bertha Gaymon, City Treasurer; Crystal Batey, Community Resource Advocate/Liaison to Greenridge House; and Bonita Anderson, City Clerk

ALSO PRESENT WERE: Kim Potts, Community Director; Steve Sey, Community Realty; Don Rich and Bill Orleans.

Mr. Sey noted that the budget was not as good as projected because vacancies were more than predicted. Also, income fell short of what they projected. He believes it could have been worse; however, it could have been better because the complex is in excellent shape. He went on to say they tried to keep expenses to a minimum.

Additionally, he noted that Kim Potts moved into the residence to support the residents. Furthermore, they patched and painted the entire exterior, including the balconies, and caulked the windows. They also removed the carpet, installed new vinyl floors, and installed new mailboxes.

Ms. Davis commended Green Ridge for keeping its Covid numbers down to zero during the pandemic. She also asked Ms. Potts if she planned to move out and she replied no. They had decided to make the unit a workspace. Ms. Davis also wondered if the vinyl floor was slip-resistant. Ms. Potts replied yes, it has a particular texture to it. Ms. Davis also applauded them for forward-thinking, installing solar panels and replacing the roof in two years. However, Ms. Davis expressed concern that 30% of residents were not vaccinated.

Mr. Jordan asked about the vacant units and if they could do anything extra to the unoccupied apartments. Ms. Potts replied that they constantly renovate before new renters move in.

Mr. Jordan asked about the resident's mental health and how they were doing. Ms. Batey replied that Glenda Wilson is the Counselor who supplies support to the residents for five hours a week. During the pandemic, she does virtual meetings; for others, she has taken walks with them outside. Some could have benefited from the sessions, but did not utilize her services because of technology and fear of meeting face-to-face.

Ms. Pope asked Ms. Potts if they still had a pet fee. She replied that they require a \$200.00 deposit for each pet, which is refundable if there are no damages to the unit. They also charge \$25.00 a month per pet.

Ms. Davis asked a question regarding the refuse overage fee. Ms. Potts replied that when tenants move out, they overload the dumpsters, which causes the trash to be higher than the dumpster.

When this happens, the waste company charges the complex an overage fee. She also said it appears that the complex will have a deficit this year. Ms. Davis wanted to know if they had enough reserves to cover the loss. Mr. Sey replied that they had enough to cover the loss; he estimated there was about one million dollars in reserves. Ms. Davis's last question was regarding vacancies, if any. Ms. Potts replied that they are receiving applications for the one vacant apartment.

Ms. Pope had a question regarding trash overage. She asked Ms. Potts whether she had ever had a dumpster day where tenants could get rid of bulk trash that they could not dispose of in regular trash. That way, they are only waiting once to throw certain items away. Ms. Potts replied that they have bulk trash pick-up through the City. The residents know that any bulky trash can be left outside, and it will be picked up.

Mr. Jordan inquired about residents behind in their rent and evictions. Ms. Potts replied that they do not have eviction problems because most of their tenants are on Social Security. Their money comes to them every month. They only had one issue, and she reached out to Sharon Johnson. The renter was helped, so they do not have any delinquent renters. He also asked how many people use Meals on Wheels. Ms. Crystal replied that 55 people use this service.

Concerning the survey, Ms. Davis commented on a complaint by one of the tenants, stating that there is mold on the patio. Ms. Potts noted that they have never had mold, but there is moss that grows on the patio side, which they pressure wash from time to time.

Information items:

Ms. Davis: S.C. Maglev Strategy Group and M.C.R.T. did mailings and electronic filings of their comments, which totaled 425 pages of comments from their experts. They will continue meeting, but they are transitioning, she said. They will DO political outreach to the federal officials, which means they will be setting up appointments with them.

She also made it known that the SC Maglev did a petition with 446 signatures and a letter that included 20 environmental groups. Do we want a hard copy of the report, said Ms. Davis? It will cost the Council \$125.00. However, she thinks it is beneficial for the City of Greenbelt to have it.

Concerning S.C. Maglev, Anne Arundel County did not oppose the Maglev—only two people voted for the opposition letter and five did not vote (commented it's not in our area). Certain people will be signaling in their local paper the names of those who did not vote for the Maglev. A copy of this was sent via email, she said. She recognized that Prince George's County came out 10-1 against it.

The next meeting attended was the MML-NLC, The American Relief Plan Act, information session.

Concerning the American Rescue Plan Act (ARPA), the Council needs to forget the previous amount sent by NLC because the treasurer used a different formula. We do not know what the new amount will be yet. Whatever the quantity, it will come with some restrictions. It will all be

COVID-related monies to be used for specific areas, water treatment plants, climate change, and more. The funds cannot be spent on streets, to build rainy day funds, to pay for outstanding debts, nor for loss of revenue unless it is COVID related. Also, the funds cannot be put in financial reserves, perform cement work, and the list continues.

Ms. Gaymon commented on ARPA. She is attending the meeting tomorrow. After this, she and Ms. Davis will compare notes.

Ms. Ard, likewise, commented about ARPA. The team was discussing ARPA in their staff meetings.

Furthermore, she said one edit was done on the Census letter, and then it was emailed to Council. This letter needs to be sent out tomorrow. Also sent to you, she said, was an email from the Planning Department regarding Maglev, which is the Council's cover letter. This letter needs to be sent out by tomorrow, also. Lastly, regarding Maglev, the City has received funding from three organizations; one of these said the check was in the mail.

Mr. Jordan asked a question about masks. Concerning the Bike-to-Work Day, are masks required? Ms. Ard replied that she believed masks are worn at the meet-up, but they can take them off once they leave. She will confirm this with the coordinator.

Ms. Pope asked that the next budget meeting on May 26 begin at 7:30 p.m.

Action items:

Mr. Jordan asked the staff to check with the American Legion to see if they were doing the Memorial Day ceremony. He also asked Ms. Ard to send the recording for the Economic Development seminar she is attending so he can listen to it later.

Meeting Adjourned: 8:41 p.m.

Respectfully submitted,

Bonita Anderson
City Clerk

DRAFT

WORK SESSION OF GREENBELT CITY COUNCIL held on August 2, 2021, to discuss IT/Strategic Plans.

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

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

Councilmember Leta M. Mach was absent.

STAFF PRESENT: Tim George, Assistant City Manager; Dale Worley, IT Director; and Bonita Anderson, City Clerk,

ALSO PRESENT: Ric Gordon and Bill Orleans.

Mr. Worley updated the Council and others on the IT Department's accomplishments, goals and recommendations to improve cybersecurity. During his update, he noted that it is only a matter of time before the City Information Technology system falls prey to a cyberattack, citing the inevitable intrusion from a determined cyber assailant. The City Information Technology Department is continuing in its efforts to forestall such an attack and to enable a speedy recovery in the event that it occurs.

During the pandemic, the Information Technology Department deployed 60 laptops for employee home use, increasing the VPN (Virtual Private Network, for a secure internet pathway) capacity to better facilitate this. In conjunction with Greenbelt Recreation, 275 virtual recreation classes have been created, leading to the City receiving a Solutions Award from the Public Technology Institute.

Mr. Worley noted that the IT Department is working to have Windows 10 and Office 2019 for use in City departments, as well as One Drive storage. He indicated that funds from the American Rescue Plan may be used to fund a feasibility study for broadband use in the City.

Mr. Worley noted his department is focused on document management, to make all City paperwork electronic to increase efficiency. The process has begun in Human Resources, with the City manager's office involved as well. The cost of expanding document management to Finance and the City Clerk's office is estimated at \$15,000.

Mr. Worley provided an update on the City use of the Comcast fiber network that is nearing its end, requiring a decision from the IT Department on how to replace it, either with a new franchise or the construction of its own system with an estimated overall cost of \$75,000.

Mr. Jordan stressed the importance of a more integrated system for greater usability. Mr. Putens noted that having only one overarching system could lead to a more complete failure. Mr. Worley acknowledged that there was always a tradeoff in any route chosen.

Council felt it was time to take cybersecurity very seriously and make sure adequate funding is set aside.

Worley extolled the City IT system as “solid, secure and resilient,” using “core standards” in its purchase of hardware and software to maintain optimum performance.

Yet, even though there has been no evidence of intrusion, moving forward, Mr. Worley cautioned against being complacent and not being as prepared as possible.

Mayor Byrd thanked Mr. Worley for his due diligence and proactiveness. He also commended him for making sure the City was even more secure.

Ms. Davis reiterated that APRA funds have guidelines on how the monies can be spent; we have to have the community's input. We need to proceed with caution.

Mayor Byrd said it would be good if the Council get on the front end of the ARPA monies. However, he did not want the administration injecting ideas on how the funds should be spent before the Council did.

Mr. George echoed that the Council has time to spend the monies. He also clarified that they are trying to make sure the City knows what they can do with the money and what they cannot spend it on. He plans to meet with team members so they are informed. He plans to send a memo to the Council as well.

Informational items were discussed.

Meeting Adjourned: 9:27 pm.

Respectfully Submitted,

Bonita Anderson
City Clerk

City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Meeting Minutes

Agenda Section: COMMUNICATIONS (30 minutes - 7:45 - 8:15 pm)

Subject:

Statement of Record - Closed Session, October 25, 2023

Suggested Action:

Reference: Statement for the Record, October 25, 2023

Closed Session of October 25, 2023: 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 moved that the minutes of tonight's meeting reflect that Council met in closed session on Wednesday, October 25, 2023, at 9:43 pm, in the Council Chambers. Council held this closed meeting 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, employees, or officials over whom it has jurisdiction; or any other personnel matter that affects one or more specific individuals; and 2) to consult with counsel to obtain legal advice on a legal matter.

The purpose of this meeting is to address personnel matters related to specific individuals, updates on legal matters, and City Manager evaluation check-in.

Vote to closed Session:

Ms. Davis - Yes

Mr. Gordon - Yes

Mr. Herling - Yes

Ms. Pope - Yes

Mr. Roberts - No

Ms. Weaver - Yes

Mayor Jordan - Yes

The following staff members was in attendance: Josue Salmeron, City Manager (9:43-10:21

&10:38-10:57); Dawane Martinez, Director of Human Resources (9:43=9:56 & 10-23-10:36); Richard Bowers, Chief of Police (9:43-9:50); Jason DeLoach, City Solicitor (virtual 9:43-10:21).

Council took the following actions during this session: reached consensus on an adjustment to the salary range for the City Manager to conform to compensation findings.

Attachments:

[Closed Session Form_10.25.23.pdf](#)

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

Date: 10-25-2023 Time: 9:43 Location: Council Chambers

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

Members voting to close meeting:

	Yes	No	Abstain	Absent
Ms. Davis	x			
Mr. Gordon	x			
Mr. Herling	x			
Ms. Pope	x			
Mr. Roberts		x		
Ms. Weaver	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.

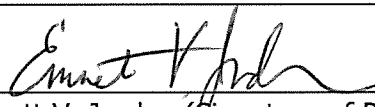
FOR EACH CITATION CHECKED ABOVE, THE REASONS FOR CLOSING AND TOPICS TO BE DISCUSSED:

§3-305(b) (1) 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

§3-305(b) (7) To consult with counsel to obtain legal advice on a legal matter;

§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: ☒ DAVIS (virtual); ☒ GORDON; ☒ HERLING ☒ JORDAN; ☒ POPE; ☒ ROBERTS; ☒ WEAVER

STAFF/OTHERS PRESENT:

Josue Salmeron, City Manager (9:43-10:21 & 10:38-10:57); Dawane Martinez, HR Director (9:43-9:56 & 10:23-10:36); Rick Bowers, Chief of Police (9:43-9:50); Jason DeLoach, City Solicitor (virtual, 9:43-10:21)

TOPICS DISCUSSED:

Personnel matters related to specific individuals, updates on legal matters, city manager evaluation check-in

ACTION(S) TAKEN (IF ANY) AND RECORDED VOTES: reached consensus on an adjustment to the salary range for the City Manager to conform to compensation findings

TIME CLOSED SESSION ADJOURNED: 10:57

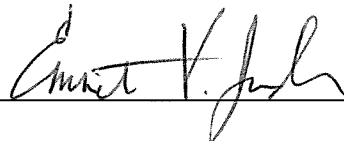
PLACE OF CLOSED SESSION: Council Chambers

PURPOSE OF CLOSED SESSION: _____

STATUTORY AUTHORITY FOR THE CLOSED SESSION: §3-305(b)(1) to consult with staff, consultants, or other individuals about pending or potential litigation To consult with counsel to obtain legal advice on a legal matter;

MEMBERS WHO VOTED TO CLOSE: ☒ DAVIS; ☒ GORDON; ☒ HERLING; ☒ JORDAN; ☒ POPE; ☐ ROBERTS; ☒ WEAVER

SIGNATURE OF PRESIDING OFFICER: _____



Form Revised: 01/31/22

Date 10/25/2023

Begin in open session

Note time Open Special Meeting Began 9:41

Members of Public in Attendance: In person: Bill Orleans, Michael Hartman, Danielle McKinney, Jenni Pompi, Matthew Inzeo; online: LaWann Stribling, Susan Walker

Note any informational items discussed:

none

TO MOVE INTO CLOSED SESSION

I move that Council go into Closed Session in accordance with Section 3-305(b)(1) and (7) 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; 2) to consult with legal counsel regarding outstanding legal matters.

The purpose of this meeting is 1) to address personnel matters over which this public body has jurisdiction; 2) to consult with legal counsel regarding outstanding legal matters.

Note that Council **WILL NOT RETURN TO OPEN SESSION** following this closed session.

Need second, roll call vote. (On Executive Session Form)

City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Board and Committee Reports

Agenda Section: COMMUNICATIONS (30 minutes - 7:45 - 8:15 pm)

Subject:

Board of Elections Report #2023-09: Council Vacancy: Charter Section 32

Suggested Action:

It is recommended that Council accepts this report.

Attachments:

[BOE3338CouncilMemoVacancy.pdf](#)

MEMORANDUM

DATE: December 4, 2023
TO: City Council, City of Greenbelt
FROM: Board of Elections
RE: Council Vacancy: Charter Section 32

In anticipation of the Council's work session later this week, the Board of Elections submits to Council these options for filling the current vacancy in membership, in accordance with the City Charter.

Board members will attend the work session on Wednesday, December 6th, and be prepared to answer questions from the Council.

INTERESTS OF FRANKLIN PARK

The Board would respectfully suggest to Council that in choosing and carrying out one of the options described below, it take into account the special interests of Franklin Park voters. They, it is clear, have lost their spokesperson. While not required by the Charter, it might be advisable, for instance, to hold a public meeting or hearing at the Springhill Lake Recreation Center or another nearby location, to allow Franklin Park residents and voters to voice their interests and concerns.

SUMMARY AND CONCLUSION

The Board of Elections would respectfully advise Council that the City Charter and Code impose just one requirement, before a vacancy in membership is filled. That is in the Charter, Section 32. The meaning and applicability of the section are subject to Council's sound judgment. Moreover, in choosing a person to fill a vacancy, Council we believe has few legal or practical constraints. With or without public hearing, and with or without a referral to Greenbelt voters, Council we believe may fill a vacancy by electing any City resident who is a registered voter over age eighteen.

CHARTER REQUIREMENTS

Section 32 of the City Charter states as follows:

Vacancies on council. *If a seat in the council becomes vacant, the remaining members of council by a majority vote shall, as soon as possible, elect a person to fill the unexpired term.* If three (3) or more council seats are vacant at the same time, the board of elections shall call at the earliest date a special election to fill said vacancies for the unexpired terms.

(Italics added.) The italicized sentence applies in the present case, as there is just one vacant seat. By Section 32’s plain language, Council must exercise the authority, “by a majority vote,” to fill the unexpired term of the absent member “as soon as possible.” The Board believes that Section 32 requires Council to determine how and precisely when it must take action, what is “possible,” within reason, for valid and appropriate action, and the process to be followed to meet Charter requirements.

There are no Charter or Code provisions to help interpret Section 32. It is therefore obvious, we think, that whatever process Council chooses will be constrained only by its sound judgment. Council’s process should not be subject to challenge unless it is plainly unreasonable or outside the requirements of Section 32.

In September, Council chose, without public hearing other than debate at the time of appointment, to fill an unanticipated vacancy by temporary appointment of a former member. At that time it was known that the vacancy would last only a few weeks. In present circumstances, Council’s chosen candidate will serve for nearly two years. That is almost a full term. These circumstances, we believe, limit the applicability in this case of Council’s September action.

OPTIONS

A. COUNCIL ACTION WITHOUT VOTER REFERRAL

Even though Council's September action does not, as we see it, constrain its present choices, Council members may still legally act as it did last fall, without a formal public hearing, and without participation by Greenbelt voters. For example, Council could choose one of the four candidates who were on the November ballot but not among those who were elected. The eighth through eleventh candidates on the ballot all fulfilled legal requirements, being City voters of sufficient age who had filed petitions signed by fifty eligible voters, and each candidate received nontrivial voter support. If Council decides to elect one of those candidates, "by a majority vote" of current Council members, its action would we believe be legal and valid.

Beyond the persons on the November ballot, Council could in the same way name and elect another City voter whom a majority of Council deems the best candidate to hold the vacant seat until November 2025. We believe Charter does not require a public hearing or other process, for that action to be valid.

This option is the least democratic, in the sense that it allows no voter or public participation, but it allows the most prompt and least costly action by Council.

B. ACTION AFTER HEARING, WITHOUT VOTER REFERRAL

While Council has authority under Charter to act without a public hearing, the Charter does not prohibit holding one, or perhaps more than one. Public hearings would of course involve notice to the public, after a resolution setting the hearing's time and location. Since many residents do not receive the News Review, including residents in the Franklin Park area, the Board believes notice should be given, by mail or otherwise, so that all Greenbelt residents receive it. The Council

resolution setting time and date for a hearing might also provide for nomination applications to fill the vacancy. In that way Council would have designated “subjects” for the hearing, as opposed to a general public inquiry about the vacancy.

This option again offers Council the opportunity to act promptly, without significant costs. It is also possible to hold a public hearing or hearings while allowing residents who cannot attend the chance to make comments by text or email. Again, however, this course excludes full participation by Greenbelt voters.

C. ACTION AFTER REFERRAL TO VOTERS

As part of their chosen process under Section 32, Council members may wish to include a referral to Greenbelt voters. The Board does not recommend that. We believe, however, that such a process would be valid and appropriate, as long as it is understood that the section requires Council to take the final action. If Council decides to have voter participation, then the resolution establishing the process would have to include times and dates for several deadlines, as well as provisions for notice to the public about a pending election.

This election would not, in so many words, be technically a “special election” within the meaning of Section 32, but Council in its resolution could state that the candidate who receives the most votes in the election would be selected, unless intervening circumstances require otherwise.

The second sentence of Charter Section 32 specifically provides for a “special election,” to be run by the Board of Elections, in the case of three simultaneous Council vacancies. An election to fill a single vacancy, however, would not be a “special” one, within the meaning of the section. It would instead be a designated referral to the voters, by Council direction to the Board of Elections.

This option, involving a referral election for all voters, is clearly the most democratic. It does, however, involve considerable added cost and delay, and it does not remove from Council the obligation to make the final determination, under Section 32.

To begin the discussion of this option, we assume that Council's resolution setting up the voter referral process would be passed no later than Wednesday, December 20th. If that is so, if it is possible for Council to vote by that date, then we would respectfully suggest the following deadline dates, or perhaps others close to them:

- December 29, 2023: Final day to mail out notice to all registered voters (listed as “active” by the County Board of Election Supervisors) of the pendency of an election and the need for interested persons to submit petitions to be on the ballot.
- January 19, 2024: Final day for persons who wish to be candidates to file their petitions for election with the Clerk. These petitions, the Board believes, should be supported by the signatures of a designated number of eligible voters, perhaps thirty or forty.
- February 5, 2024: Date to begin mailing ballots to active, registered Greenbelt voters. We believe that mailing ballots – including an inner envelope for the ballot and an outer envelope for each voter to sign an affidavit attesting that the voter will use only one ballot in the election – to all voters, as opposed to (a) having an in-person election on a designated day in February, or (b) mailing applications and then mailing ballots only to those who request one, and finally holding an in-person election for those who choose not to vote by mail, will save a significant amount of time and expense. Also, holding an in-person vote would delay the tallying process and require retaining election judges and clerks in the five voter precincts. The vendor we used for the November election could have all ballots in the mail by February 5th, and voters would then receive them no later than February 12th. Sending each voter a

ballot – with notice that ballots must be either (1) mailed in, to be received by a designated date; (2) placed in a drop box, at the Municipal Building or in Greenbelt East or West, by that date; or (3) hand-delivered by that date to the Clerk’s office – will involve a smaller budget and allow easier counting of the ballots. The only in-person voting would be by those voters with disabilities who require an accessible voting machine, which could be located in the Clerk's office.

- March 1, 2024: Final day for receiving ballots in the Clerk’s office, by mail or drop box or delivery to the Clerk.
- March 15, 2024: Date by which the Board of Elections advises Council of the results of the election. We should add that a referral to Greenbelt voters will involve some costs, but less – by 30 percent or more, we estimate – than were incurred in the November election.

Again, with or without a public hearing or a referral to Greenbelt voters, Council under the Charter will retain the right, authority, and obligation to make the final selection to fill the vacancy.

D. POTENTIAL INTERIM APPOINTMENT.

If it chooses to approve a referral to the voters, Council may wish to make an interim appointment to fill the vacant seat before the election. As with the September appointment, it may be best, in the interest of fairness, for the Council to choose someone who does not intend to campaign for a permanent seat. The person chosen for the interim appointment would assume office with the understanding that the final choice at a later date would end the effectiveness of the interim appointment.

Making an interim appointment, if Council members choose a referral to the voters, will allow the Council to proceed with a full membership complement until it receives the results of the referral election.

ADDITIONAL CODE CONSIDERATIONS

As part of the voter referral or election process, if Council chooses that option, the Board believes it would be advisable to follow City and Election Code guidance as to financial disclosure and reporting.

Section 2-111 of the City Code requires all candidates for elective office to file with the Board of Ethics a statement of “financial disclosure.” We believe that requirement will apply to all persons who place their names on a referral ballot, and those who are chosen by Council to fill a vacancy on an interim or permanent basis.

In addition, the Election Code, Chapter 8 of the City Code, requires that Council candidates file campaign financial reports with the Clerk’s office. We think that each candidate, if a referral to voters is made, should file a financial report after the election and before being sworn in as a Council member.

BOE3338CouncilMemoVacancyDraft5

City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Bonita Anderson

Submitting Department: Public Works

Item Type: LEGISLATION

Agenda Section: LEGISLATION (30 minutes - 8:15 - 8:45 pm)

Subject:

An Ordinance of the Council of The City of Greenbelt Amending Chapter 10, "Licenses, Permits and Miscellaneous Business Regulations" of the Greenbelt City Code, To Add Article VII "Disposable Plastic Bags" to Prohibit a Retail Establishment from Providing a Plastic Carryout Bag to Customers, to Require a Retail Establishment to Charge At Least Ten Cents for Each Paper and Reusable Carryout Bag Provided to Customers and To Provide a Penalty for Violation

- 1st Reading, Suspension of the Rules
- 2nd Reading, Adoption

Suggested Action:

Reference:

Amended City Ordinance 1389

Greenbelt Advisory Committee on Environmental Sustainability Recommendations #2023-02

Prince George's County Bill

On November 20, 2023, the Green ACES and the Greenbelt Green Team recommended that the City Council amend the Bring Your Own Bag Ordinance to add the two restaurant paper bag charge waivers found in the Prince George's County Better Bag Bill to have a more consistent policy in Prince George's County. They also recommend that the City Council add the provision to our ordinance of the 90-day waiver on imposing a financial penalty on retailers for infractions in order to give us sufficient time to educate everyone. The attachment is the Prince George's County bill with the provisions highlighted in yellow that we propose adding to our Ordinance 1389.

It is recommended that Ordinance 1389 be amended to reflect the recommendation of Green ACES and the Greenbelt Green Team and introduced for first reading, suspension of the rules

followed by second reading and adoption.

Attachments:

[Ord1389_Proposed Amendments_A1.pdf](#)

[Green ACES BYOB Ordinance AmendmentRecommendation 2023-02.pdf](#)

[B2023032 with highlights.pdf](#)

Introduced: Ms. Weaver
First Reading: May 8, 2023
Passed: May 22, 2023
Posted: May 23, 2023
Amended:
Effective: January 1, 2024

ORDINANCE NO. 1389

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GREENBELT AMENDING CHAPTER 10, "LICENSES, PERMITS AND MISCELLANEOUS BUSINESS REGULATIONS" OF THE GREENBELT CITY CODE, TO ADD ARTICLE VII "DISPOSABLE PLASTIC BAGS" TO PROHIBIT A RETAIL ESTABLISHMENT FROM PROVIDING A PLASTIC CARRYOUT BAG TO CUSTOMERS, TO REQUIRE A RETAIL ESTABLISHMENT TO CHARGE AT LEAST TEN CENTS FOR EACH PAPER CARRYOUT BAG PROVIDED TO CUSTOMERS AND TO PROVIDE A PENALTY FOR VIOLATION.

WHEREAS, pursuant to Section 5-201 et seq. of the Local Government Article, Annotated Code of Maryland, the City of Greenbelt, Maryland (hereinafter, the "City") has the power to pass such ordinances as it deems necessary to protect the health, safety and welfare of the residents of the City and to prevent and remove nuisances; and

WHEREAS, the manufacture and distribution of single-use carryout bags uses natural resources, generates greenhouse gas emissions, contributes to climate change, is a source of pollution; and

WHEREAS, littered bags end up in waterways, the Chesapeake Bay, and the ocean, where they degrade into microplastics, with the waterway absorbing toxic chemicals; and

WHEREAS, plastic shopping bags and microplastics are ingested by marine life, injuring and killing fish, seabirds, and marine mammals and is a lethal threat to livestock and wildlife; and

WHEREAS, scientists estimate humans are ingesting as much as a credit card's worth of plastic weekly, and single-use plastic bags are a source of hazardous chemicals that are known carcinogens, endocrine disruptors, and the cause of respiratory ailments; and

WHEREAS, Greenbelt residents use an estimated 9 million plastic bags annually that are used for a few minutes, then incinerated, landfilled, or left in the environment as litter; and

WHEREAS, plastic carryout bags are not accepted in county single-stream recycling programs, are a source of contamination, and foul recycling equipment; and

WHEREAS, littered bags of all types degrade our communities and adversely impact the quality of life; and

WHEREAS, single-use carryout bags provided by retail establishments impose hidden costs on consumers in the form of overhead incorporated in the price of merchandise, cost taxpayers and local government for collection of litter, recycling, and disposal, and constitute a public nuisance; and

WHEREAS, the Greenbelt Advisory Committee on Environmental Sustainability recommends the City adopt an ordinance to reduce plastic pollution and single-use waste, and increase the use of reusable carryout bags or having no carryout bag; and

WHEREAS, the Council of the City of Greenbelt has determined it is in the public interest to prohibit a retail establishment from providing plastic carryout bags and ban single-use plastic film carryout bags and require retailers charge at least \$.10 cents for each paper carryout bag provided by the retailer at point of sale.

NOW THEREFORE, BE IT ORDAINED AND ENACTED, by the Council of the City of Greenbelt, Maryland, that a new Article VII entitled “Plastic Bag Ban,” hereby is added to Chapter 10 of the Greenbelt City Code.

Section 1. **BE IT FURTHER ORDAINED AND ENACTED** by the Council of the City of Greenbelt that Chapter 10 “Licenses, Permits and Miscellaneous Business Regulations” Article VII, §10-71 “Definitions” be and it is hereby enacted to read as follows:

§10-71 DEFINITIONS

IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

A. FOOD SERVICE FACILITY MEANS:

1. A PLACE WHERE FOOD OR DRINK IS PREPARED FOR SALE OR SERVICE ON THE PREMISES OR ELSEWHERE; OR ANY OPERATION WHERE FOOD IS SERVED TO OR PROVIDED FOR THE PUBLIC WITH OR WITHOUT CHARGE.

B. “FOOD SERVICE FACILITY” DOES NOT INCLUDE:

1. A KITCHEN IN A PRIVATE HOME WHERE FOOD IS PREPARED AT NO CHARGE FOR GUESTS IN THE HOME, FOR GUESTS AT A SOCIAL GATHERING, OR FOR SERVICE TO UNEMPLOYED, HOMELESS, OR OTHER DISADVANTAGED POPULATIONS.
2. A FOOD PREPARATION OR SERVING AREA WHERE FOOD IS PREPARED OR SERVED ONLY BY AN EXCLUDED ORGANIZATION, SUCH AS A NONPROFIT, FRATERNAL, CIVIC, WAR VETERANS, RELIGIOUS, OR CHARITABLE ORGANIZATION OR VOLUNTEER FIRE DEPARTMENT, AS DEFINED IN §21-301 OF THE HEALTH GENERAL ARTICLE, ANNOTATED CODE OF MARYLAND OR;

3. A COTTAGE FOOD BUSINESS AS DEFINED IN §21-301 OF THE HEALTH GENERAL ARTICLE, ANNOTATED CODE OF MARYLAND.
- C. “PLASTIC CARRYOUT BAG” MEANS A PLASTIC BAG THAT IS PROVIDED BY A RETAIL ESTABLISHMENT TO A CUSTOMER AT THE POINT OF SALE AND IS NOT A REUSABLE CARRYOUT BAG.
- D. “PLASTIC CARRYOUT BAG” INCLUDES A COMPOSTABLE PLASTIC BAG THAT MEETS THE SPECIFICATIONS OF THE AMERICAN SOCIETY OF TESTING AND MATERIAL INTERNATIONAL STANDARD SPECIFICATION FOR COMPOSTABLE PLASTICS D6400.
- E. “PLASTIC CARRYOUT BAG” DOES NOT INCLUDE A PLASTIC BAG USED TO:
1. PACKAGE BULK ITEMS, INCLUDING FRUIT, VEGETABLES, NUTS, GRAINS, CANDY, OR SMALL HARDWARE ITEMS;
 2. CONTAIN OR WRAP FRESH MEAT OR SEAFOOD;
 3. CONTAIN OR WRAP FLOWERS, POTTED PLANTS, OR OTHER DAMP ITEMS;
 4. CONTAIN UNWRAPPED PREPARED FOODS OR BAKERY GOODS;
 5. CONTAIN GARMENTS OR DRY-CLEANED CLOTHES, INCLUDING SUITES, JACKETS OR DRESSES;
 6. CONTAIN FRESHLY PREPARED HOT OR COLD FOOD, INCLUDING SLICED DELI AND FOODS PREPARED TO ORDER;
 7. PROVIDED BY A RETAIL ESTABLISHMENT TO TAKE LIVE FISH, INSECTS, MOLLUSKS, OR CRUSTACEANS AWAY FROM THE RETAIL ESTABLISHMENT.
- F. “REUSABLE CARRYOUT BAG” MEANS A BAG WITH STITCHED HANDLES SPECIFICALLY DESIGNED AND MANUFACTURED FOR MULTIPLE REUSE AND IS MADE OF: (1) CLOTH OR OTHER WASHABLE FABRIC; OR (2) A DURABLE MATERIAL SUITABLE FOR MULTIPURPOSE RE-USE THAT IS NOT MADE OF PLASTIC FILM.
- G. “RETAIL ESTABLISHMENT” MEANS A STORE, A FOOD SERVICE FACILITY, OR ANY OTHER ESTABLISHMENT THAT PROVIDES BAGS TO ITS CUSTOMERS AS A RESULT OF THE SALE OF A PRODUCT.

Section 2. **BE IT FURTHER ORDAINED AND ENACTED** by the Council of the City of Greenbelt that Chapter 10, “Licenses, Permits and Miscellaneous Business Regulations” Article VII, §10-72, “Disposable plastic bag use prohibited at point of sale “be and it is hereby enacted to read as follows:

§10-72 PROVISION OF PLASTIC CARRYOUT BAGS PROHIBITED AT POINT OF SALE, ON AND AFTER JANUARY 1, 2024. RETAIL ESTABLISHMENTS MAY NOT PROVIDE PLASTIC CARRYOUT BAGS TO CUSTOMERS AT THE POINT OF SALE.

Section 3. BE IT FURTHER ORDAINED AND ENACTED by the Council of the City of Greenbelt that Chapter 10, "Licenses, Permits and Miscellaneous Business Regulations", Article VII, §10-73, "Required for provision of paper carryout bags" be and it is hereby enacted to read as follows:

§10-73 REQUIRED CHARGE FOR PROVISION OF PAPER CARRYOUT BAGS.

- A. 1. ON AND AFTER JANUARY 1, 2024, A RETAIL ESTABLISHMENT SHALL CHARGE, COLLECT, AND RETAIN AT LEAST TEN CENTS (\$.10) FOR EACH PAPER CARRYOUT BAG IT PROVIDES A CUSTOMER AT POINT OF SALE.

2. THE CHARGE FOR PAPER CARRYOUT BAGS SHALL NOT APPLY TO A PAPER BAG CONTAINING PRESCRIPTION MEDICATION PROVIDED BY A PHARMACY TO A CUSTOMER.

3. THE CHARGE FOR PAPER CARRYOUT BAGS SHALL NOT APPLY TO A PAPER BAG CONTAINING PREPARED FOOD PROVIDED AT THE DRIVE-THROUGH WINDOW OF A RESTAURANT OR A PAPER BAG PROVIDED BY A FULL-SERVICE RESTAURANT AFTER A MEAL FOR LEFTOVERS.
- B. A RETAIL ESTABLISHMENT MAY NOT ADVERTISE, HOLD OR STATE TO THE PUBLIC OR TO A CUSTOMER, DIRECTLY OR INDIRECTLY, THAT REIMBURSEMENT OF ANY PART OF THE MONEY COLLECTED UNDER THIS SECTION WILL BE ASSUMED OR ABSORBED BY THE RETAIL ESTABLISHMENT OR REFUNDED TO THE CUSTOMER.
- C. A RETAIL ESTABLISHMENT SHALL INDICATE ON THE CONSUMER TRANSACTION RECEIPT THE NUMBER OF PAPER CARRYOUT BAGS PROVIDED BY THE STORE AND THE TOTAL AMOUNT OF MONEY CHARGED.

Section 4. BE IT FURTHER ORDAINED AND ENACTED by the Council of the City of Greenbelt that Chapter 10, "Licenses, Permits and Miscellaneous Business Regulations, §10-74, "Violations and Penalties" be and it is hereby enacted to read as follows:

§10-74 VIOLATIONS AND PENALTIES.

- A. THE PROVISION OF ONE OR MORE PLASTIC CARRYOUT BAGS PROHIBITED BY §10-72 AT A SINGLE POINT OF SALE IS A VIOLATION. THE FAILURE TO CHARGE THE AMOUNT OF MONEY REQUIRED UNDER §10-73 FOR THE PROVISION OF ONE OR MORE PAPER CARRYOUT BAGS AT A SINGLE POINT OF SALE IS A SINGLE VIOLATION. EACH DAY THE RETAIL ESTABLISHMENT COMMITS A VIOLATION CONSTITUTES A SEPARATE OFFENSE.

B. A VIOLATION OF THIS ARTICLE SHALL CONSTITUTE A MUNICIPAL INFRACTION.

C. WHENEVER IT IS DETERMINED THERE ARE REASONABLE GROUNDS TO BELIEVE THERE HAS BEEN A VIOLATION OF ANY PROVISION OF THIS ARTICLE OR OF ANY RULE OR REGULATION ADOPTED PURSUANT THERETO, WRITTEN NOTICE OF SUCH ALLEGED VIOLATION WILL BE GIVEN TO THE OWNER/OPERATOR OF THE RETAIL ESTABLISHMENT, NOTICE MAY BE GIVEN IN PERSON OR BY REGULAR MAIL. FOR ANY SUBSEQUENT VIOLATION, THE OWNER/OPERATOR OF THE RETAIL ESTABLISHMENT SHALL BE SUBJECT TO A MUNICIPAL INFRACTION AND IS SUBJECT TO THE PENALTY PROVIDED HEREIN BELOW:

-FIRST VIOLATION	WARNING
SECOND VIOLATION	\$250
EACH ADDITIONAL VIOLATION	\$500

D. AN INSPECTOR SHALL NOT ISSUE A CITATION WITH A MONETARY PENALTY FOR THE FIRST 90 DAYS AFTER THE PROVISIONS OF THIS DIVISION TAKE EFFECT; HOWEVER, DURING THIS PERIOD AN INSPECTOR MAY ISSUE A CORRECTION NOTICE AND SHALL ATTEMPT TO EDUCATE ANY NON-COMPLIANT RETAIL ESTABLISHMENT ON THE REQUIREMENTS OF THIS DIVISION.

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Section 5. BE IT FURTHER ORDAINED AND ENACTED by the Council of the City of Greenbelt that upon formal introduction of this proposed Ordinance, which shall be by way of a motion duly seconded and without any further vote, the City Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the City Clerk and shall post at City Hall, to the official City website, to the City maintained email LISTSERV, and on the City cable channel, and if time permits, in any City newsletter.

The Ordinance shall be published as soon as possible after its adoption by posting it in a public place or places for ten days or, when required, by publishing it once within ten days in a newspaper of general circulation in the city, or both.

Section 6. BE IT FURTHER ORDAINED AND ENACTED by the Council of the City of Greenbelt, all ordinances and resolutions passed by the council shall take effect at the time indicated therein but not less than ten (10) days after the date of their passage, except ordinances of an emergency nature, which may, by direction of council, become effective on date of passage. (1937, Ch. 532, §10; 1939, Ch. 632)

If any section, subsection, provision, sentence, clause, phrase or word of this Ordinance is for any reason held to be illegal or otherwise invalid by a court of competent jurisdiction, such

invalidity shall be severable, and shall not affect or impair any remaining section, subsection, provision, sentence, clause, phrase, or word included within this Ordinance, it being the intent of the City that the remainder of the Ordinance shall remain in full force and effect, valid and enforceable.

INTRODUCED by the Council of the City of Greenbelt at a regular meeting on the 8th day of May 2023.

ADOPTED by the Council of the City of Greenbelt at a regular meeting on the 22nd day of May 2023.

EFFECTIVE the 1st day of January 2024.

ATTEST:

By: _____
Bonita Anderson, City Clerk

CITY OF GREENBELT

By: _____
Emmett V. Jordan, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Jason Deloach, City Attorney



Greenbelt Advisory Committee on Environmental Sustainability

**GREENBELT ADVISORY COMMITTEE ON ENVIRONMENTAL SUSTAINABILITY
REPORT TO CITY COUNCIL**

Date: November 20, 2023

Recommendation # 2023-02

SUBJECT: Proposed Amendment to the Bring Your Own Bag Ordinance #1389

BACKGROUND: Before recommending the Bring Your Own Bag ordinance, Green ACES and the Greenbelt Green Team reviewed the City of College Park's Better Bag Bill, the draft of Prince George's County Better Bag Bill, and other local plastic bag bans. College Park's ban contains no waiver for the "at least 10 cents" charge for paper bags given by full service restaurants for customers to take leftovers, or for food provided at fast food restaurant take out windows. Neither did the original draft of Prince George's County bill that we consulted to draft our recommendation, but these two waivers were added later and adopted by County Council.

We consulted our city attorney, Jason Deloach, to learn how the differences affect Greenbelt, and he explained that Greenbelt must follow the provisions of whichever jurisdiction, Prince George's County or City of Greenbelt, that are more strict. Since neither Greenbelt nor College Park added a paper bag charge waiver on bags provided at fast food restaurant take out windows and at full service restaurants for leftovers, restaurants in Greenbelt (and College Park) must charge at least 10 cents for these paper bags. In other areas of Prince George's County without plastic bag bans or where plastic bag bans have been enacted that contain these waivers, restaurants are not required to charge for these paper bags.

The Prince George's County Better Bag Bill also contained a provision, stating that no financial penalty would be levied for an infraction for 90 days after the bill is implemented. Greenbelt's ordinance does not contain this provision.

Several County Council members tried to amend and water down the County's Better Bag Bill. The proposed amendment was voted down, but there were several months of uncertainty about what the County's bill would include, so we held off educating the public and Greenbelt businesses about the new requirements. Election of our new City Council also delayed submitting this amendment recommendation.

When we asked Mr. Deloach if we should simply follow the Prince George's County Better Bag Bill and annul the City's ordinance, he recommended that we not do this, since it would take away the City of Greenbelt's ability to keep our provisions should the County's bill get watered down, as it almost did.

RECOMMENDATION: Green ACES and the Greenbelt Green Team recommends that City Council amend the Bring Your Own Bag Ordinance to add the two restaurant paper bag charge waivers found in the Prince George's County Better Bag Bill to have a more consistent policy in Prince George's County.

We also recommend that City Council also add the provision to our ordinance of the 90 day waiver on imposing a financial penalty on retailers for infractions in order to give us sufficient time to educate everyone.

The attachment is the Prince George's County bill with the provisions highlighted in yellow that we propose adding to our ordinance #1389.

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

2023 Legislative Session

Bill No. CB-032-2023

Chapter No. 44

Proposed and Presented by Council Members Dernoga, Blegay, and Olson

Introduced by Council Members Dernoga, Blegay, Olson, Ivey, Fisher, Hawkins, Harrison

Co-Sponsors Council Member Watson

Date of Introduction May 2, 2023

BILL

1 AN ACT concerning

2 Better Bag Bill

3 For the purpose of providing for legislative intent; defining certain terms; prohibiting, after a
 4 certain date, a retail establishment from providing certain plastic carryout bags to a customer at
 5 the point of sale; establishing a minimum charge for certain paper and reusable carryout bags
 6 provided by a retail establishment, with certain exceptions; providing for a certain prohibition on
 7 certain advertising; providing for a certain promotion; providing for certain information on a
 8 certain receipt; providing for a certain notice; providing for education and outreach; establishing
 9 a certain maximum civil penalty for a violation of this Division; establishing that the provision of
 10 a certain number of plastic carryout bags at a single point of sale constitutes a single violation;
 11 establishing that the failure to charge the amount of money required under this Division for the
 12 provision of one or more paper or reusable carryout bags at a single point of sale is a single
 13 violation; prohibiting the imposition of a penalty under this Division unless certain conditions are
 14 met; providing for the oversight for the enforcement of this Division; providing for filing certain
 15 actions; providing for a certain waiver; providing for a certain report; providing for certain
 16 citations; permitting the Department of the Environment to adopt certain regulations; providing
 17 for the applicability of this Division; and generally relating to one-time use plastic carryout bags.

18 BY adding:

19 SUBTITLE 19. POLLUTION.

20 Sections 19-162, 19-163, 19-164, 19-165, 19-166,
 21 19-167, 19-168, and 19-169

The Prince George's County Code
(2019 Edition; 2022 Supplement).

SECTION 1. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Sections 19-162, 19-163, 19-164, 19-165, 19-166, 19-167, 19-168 and 19-169 of the Prince George's County Code be and the same are hereby added:

SUBTITLE 19. POLLUTION.

DIVISION 9. PLASTIC BAG REDUCTION.

Sec. 19-162. - Legislative Intent.

(a) The world's oceans are taking in million tons of plastic from land-based sources annually and plastic bags are among the top five plastic products collected in beach cleanups in the United States.

(b) At major grocery chains in Prince George's County, as of 2022, a small percentage of shoppers do not use single-use carryout bags provided at no charge by retailers. Nearly all of these bags are plastic, resulting in County residents using hundreds of millions of plastic carryout bags annually.

(c) Littered plastic bags end up in waterways where they are ingested by marine life, injuring, and killing fish, seabirds, and marine mammals.

(d) Single-use plastic bags remain in the environment for lifetimes, degrading over time into microplastic particles that absorb toxic chemicals, are found in the deepest ocean trenches, pristine natural areas, and house dust, and are impossible to clean up, and that humans are ingesting as much as a credit card's worth of plastic weekly.

(e) Plastic carryout bags are not recyclable at the County's recycling facility and impose costs to county government and taxpayers in the form of removal of litter and repair and wear-and-tear on recycling machinery due to the improper disposal of plastic bags in recycling bins.

(f) Single-use plastic bags are made from fossil fuels and their production results in harmful greenhouse gas emissions at every stage of their life cycle from extraction to production to disposal, contributing to climate change.

(g) The manufacture of single-use paper bags destroys forests that mitigate climate change, involves toxic chemicals, and generates significant air pollution.

(h) Single-use carryout bags are provided free of charge by many retail establishments as a service, but shoppers are actually paying for them as part of their grocery bill, in a higher price for

merchandise. Single-use carryout bags provided by retail establishments impose unseen costs on consumers, local governments, and taxpayers, and constitute a public nuisance.

(i) The County Council finds that the use of single-use carryout bags by consumers at retail establishments is detrimental to the environment, public health, and welfare of County residents, and that it is in the best interests of maintaining the health, safety, and welfare of County residents and visitors to reduce the distribution of single-use carryout bags and incentivize the use of reusable bags by prohibiting provision of single-use plastic carryout bags and requiring retailers to charge at least 10 cents for each paper bag.

Sec. 19-163. Definitions.

(a) In this Division, the following words have the meanings indicated.

(1) **Department** means the Prince George's County Department of the Environment.

(2) **Director** means the Prince George's County Director of the Department of the Environment or their designee.

(3) **Food Service Facility** has the meaning stated in § 21–301 of the Health - General Article of the Annotated Code of Maryland.

(4) (A) **Plastic Carryout Bag** means a plastic bag that is provided by a retail establishment to a customer at the point of sale and is not a reusable carryout bag.

(B) **Plastic Carryout Bag** includes a compostable plastic bag that meets the specifications of the American Society of Testing and Materials International Standard Specification for Compostable Plastics D6400.

(C) **Plastic Carryout Bag** does not include: a plastic bag used to:

(i) package bulk items, including fruit, vegetables, nuts, grains, candy, or small hardware items;

(ii) contain or wrap frozen foods, meat, or fish, whether prepackaged or not;

(iii) contain or wrap flowers, potted plants, or other damp items;

(iv) contain unwrapped prepared foods or bakery goods;

(v) protect suits, dresses, and formal wear, and bags used to protect dry cleaning;

or

(vi) take live fish, insects, mollusks, or crustaceans away from the retail establishment.

(5) **Retail Establishment** means a store, a food service facility, or any other establishment that

provides bags to its customers as a result of the sale of a product, or service whether for-profit or not-for-profit.

(c) **Reusable Carryout Bag** means a bag with stitched handles that is specifically designed and manufactured for multiple reuse and is made of:

(1) cloth or other washable fabric; or

(2) a durable material suitable for multiple re-use that is not made of plastic film.

Sec. 19-164. Prohibited Acts; Paper and Reusable Carryout Bag Charge.

(a) After December 31, 2023, a retail establishment may not provide a plastic carryout bag to a customer.

(b) (1) After December 31, 2023, with certain exceptions, a retail establishment shall charge, collect, and retain at least 10 cents for each paper carryout bag and reusable carryout bag that it provides to a customer.

(2) The charge for paper carryout bags shall not apply to a paper bag containing prescription medication provided by a pharmacy to a customer.

(3) The charge for paper carryout bags shall not apply to a paper bag containing prepared food provided at the drive-through window of a restaurant or a paper bag provided by a full-service restaurant after a meal for leftovers.

(4) A retail establishment may not advertise, hold out, or state to the public or to a customer, directly or indirectly, that any part of the money collected under paragraph (1) of this subsection will be assumed or absorbed by the establishment or refunded to the customer.

(5) Notwithstanding subsections (1)-(4), above, the Department may designate one week per year when retail establishments may provide reusable bags free of charge as a promotion.

(6) A retail establishment shall indicate on the customer transaction receipt the number of paper or reusable carryout bags provided by the establishment and the amount charged.

(7) A retail establishment shall post a notice at the public entrance to the retail establishment or at each point of sale that advises customers to bring reusable carryout bags or to skip the bag and that all carryout bags provided by the retailer are subject to a charge. The notices shall be posted in English and Spanish. The County shall post an example of a notice in English and Spanish on the County website.

Sec. 19-165. Education and Outreach.

(a) The Department shall conduct an education and outreach campaign before and during

1 implementation of the provisions of this Division. This campaign should include: (1) informational
 2 mailers to and direct contact with affected businesses; (2) distribution of information through
 3 County internet and web-based resources; and (3) news releases and news events.

4 (b) The Department may collaborate with organizations in the environmental community and
 5 other interested parties to inform community members of the provisions of this Division.

6 **Sec. 19-166. Penalty; notice of violation.**

7 (a) Subject to subsection (b) of this section, a retail establishment that violates the provisions of
 8 this Division is subject to a civil penalty not exceeding \$500.

9 (b) (1) (i) the provision of one or more plastic carryout bags at a single point of sale is a single
 10 violation.

11 (ii) the failure to charge the amount of money required under this Division for the
 12 provision of one or more paper or reusable carryout bags at a single point of sale is a single
 13 violation.

14 (2) a penalty may not be imposed under this section unless a retail establishment:

15 (i) is first issued a written notice of violation; and

16 (ii) does not correct the violation within 7 days after receipt of the written notice.

17 **Sec. 19-167. Enforcement; waiver; annual report.**

18 (a) The Department of the Environment shall oversee the enforcement of this Division and may
 19 partner with inspectors of other departments to address violations, as determined in this Division.

20 (b) The County Attorney or any affected party may file an action in court with jurisdiction to enjoin
 21 repeated violations of this Division.

22 (c) The Director or their designee may grant a retail establishment a waiver from the requirements
 23 of this Division for a period of up to 3 months if the Director determines that achieving compliance
 24 under this Division would cause the retail establishment an undue hardship or a practical difficulty
 25 not generally applicable to other retail establishments in similar circumstances.

26 (d) The Department shall submit an annual report to the County Executive and County Council
 27 that includes a list of all enforcement actions taken and penalties issued under this Division.

28 **Sec. 19-168. Citations.**

29 An inspector shall not issue a citation with a monetary penalty for the first 90 days after the
 30 provisions of this Division take effect; however, during this period an inspector may issue a
 31 correction notice and shall attempt to educate any non-compliant retail establishment on the

requirements of this Division.

Sec. 19-169. Regulations.

The Department may adopt regulations to implement the provisions of this Division.

SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph, sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this Act, since the same would have been enacted without the incorporation in this Act of any such invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection, or section.

SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law.

Adopted this _____ day of _____, 2023.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Thomas E. Dernoga
Chair

ATTEST:

Donna J. Brown
Clerk of the Council

APPROVED:

DATE: _____ BY: _____
Angela D. Alsobrooks
County Executive

City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Resolution

Agenda Section: LEGISLATION (30 minutes - 8:15 - 8:45 pm)

Subject:

A Resolution to Repeal and Reenact with Amendment Resolution Number 2097 to Adopt Standing Rules for the Council of the City of Greenbelt, Maryland
- 1st Reading

Suggested Action:

Council reviewed the Standing Rules document at its Work Session on December 6, 2023. The resolution included in Council's packet reflects the results of that discussion.

It is recommended this resolution be introduced for first reading.

Attachments:

[StandingRules2024.pdf](#)



STANDING RULES FOR THE CITY COUNCIL

EFFECTIVE: January 8, 2024

Deleted: September 28, 2022

25 CRESCENT ROAD
GREENBELT, MD 20770-1886

**STANDING RULES FOR THE COUNCIL
OF THE CITY OF GREENBELT, MARYLAND**

January 8, 2024

Deleted: January 10, 2022

I. Council Meetings

1. Regular Council Meetings

- a. In accordance with the City Charter, which prescribes that the City Council shall meet not less frequently than once each month, the following schedule is hereby established for Council to meet in regular session: Regular meetings shall be held on the second and fourth Mondays, except for the months of July, August, and December when Council shall meet on the second Monday only. When any regularly scheduled meeting falls on a declared city or religious holiday the meeting shall be held on the following Tuesday at the same hour unless otherwise provided by motion of the City Council. By agreement of a majority, the Council may dispense with or reschedule any regular meeting provided that at least one meeting of Council shall be held in each calendar month. Such action shall be taken by motion at a regular meeting preceding the one to be changed where time permits.
- b. Regular meetings of the Council shall be held at 7:30 p.m. in the Council Room of the Municipal Building unless Council, by motion, designates another time or another public place within the corporate limits of the City of Greenbelt.

2. First Meeting Following Council Election

- a. At 7:30 p.m. on the first Monday following a regular Council election or run-off election, the Council shall meet at the usual place for holding its meetings, and the newly elected members shall, upon taking the oath of office, assume the duties of office. If an emergency meeting needs to be held between the election and the first meeting, the newly elected members shall take the oath of office at this meeting, and assume the duties of the office.
- b. At the organizational meeting following a Council election, the newly elected members shall, before entering upon the duties of their office, take or subscribe to the oath or affirmation prescribed by City Charter. Such oaths or affirmations shall be made before the retiring Mayor or Mayor Pro Tem, except for the Mayor who, upon being elected, shall take the same oath before the Clerk of the Circuit Court for Prince George's County or before one of the Clerk's sworn deputies

- c. At the organizational meeting following a regular Council election, a majority of the members of Council shall choose one of its members as Mayor and shall also choose one of its members as Mayor Pro Tem. If a vacancy occurs in the office of Mayor, or in case of the Mayor's absence or disability, the Mayor Pro Tem shall act as Mayor for the unexpired term or during the continuance of the absence or disability of the Mayor.

3. Committee-of-the-Whole Meetings (Work Sessions)

Committee-of-the-whole meetings (work sessions) of the City Council may be held for the purpose of receiving and discussing information on such matters as deemed desirable and to request staff to obtain such other information as Council may request, provided that no formal actions shall be taken at such meetings and provided further that such meetings shall be open to the public. Work sessions are scheduled at convenient times based upon availability of Councilmembers. Informational items to be discussed at a work session shall be identified at the beginning of the meeting. Councilmembers may report such informational items at the end of the meeting. These informational items shall be recorded in the minutes under Other Business.

4. Closed Sessions

The Council shall have the right to meet in closed sessions, which shall be closed to the public, to consider items of a sensitive nature. Such meetings shall be held in accordance with the applicable provisions of the General Provisions Article, Section 3-305 of the *Annotated Code of Public General Laws of Maryland*. Closed sessions shall be called by the City Clerk upon the written request of the Mayor, the City Manager, or four members of Council.

5. Special Meetings

Special meetings shall be called by the City Clerk upon the written request of the Mayor, the City Manager, or four members of Council. The City Clerk shall prepare a notice of the special meeting, stating the time and place of the meeting and the subjects to be considered at the special meeting. No subjects other than stated in the notice shall be considered at the special meeting, except by unanimous consent of all members of Council. Notices of special meetings shall be served upon each member of Council and the City Manager, or left at their usual places of residence, at least two hours before the time of the meeting. It shall also be the duty of the City Clerk, immediately upon receipt of a written request for a special meeting, to make diligent effort to notify each member of Council and the City Manager, by email, text, telephone or otherwise, of such special meeting.

6. Attendance at Meetings

Members shall attend all regular and special meetings, and work sessions of the Council. If a Councilmember cannot attend a regular or special meeting of the Council because of illness or other unavoidable circumstance, the Council shall be so advised. The Council shall have the power to compel the attendance of any absent member by a majority vote of the members present at any meeting.

In the event that a councilmember is unable to physically attend the meeting and desires to participate in the meeting (including voting) by electronic means (telephone, etc.), the councilmember may do so with the approval of a majority of the Councilmembers physically present providing:

- a. The councilmember has all the materials for the meeting in his/her possession;
- b. The councilmember can be clearly heard and understood by all those present at the meeting; and
- c. The councilmember can clearly hear and understand all those present at the meeting.
- d. If the meeting is a closed session, participation must be done in a private and confidential manner.

7. Notice of Meetings of the Council

Written notice of all public meetings of the City Council shall be posted on the bulletin board at the Municipal Building, listed on the city's cable television access channels, listed on the city Website, and shared to the City's Social Media showing the date, time, place, and topic(s) of such meetings. Notice of regular meetings of the Council, public hearings and, insofar as possible, work sessions and special meetings shall be published in the *Greenbelt News Review* the week preceding the Council meeting and shall include a preliminary agenda or, in the case of work sessions, the topic(s) to be considered.

8. Meetings of Council Open to the Public

All meetings of the Council, with the exception of closed sessions authorized by applicable state law, shall be open to the public. Residents of the city and others shall have a reasonable opportunity to be heard on any matter being considered at the meeting. This should be read at the beginning of each meeting and added to the top of each agenda. Persons desiring to speak on a matter being considered by the Council shall raise their hands, physically or virtually, in front of Council and, after being recognized by the presiding officer, shall identify themselves and their place of residence, shall confine themselves to the question under debate, avoid personalities, and refrain from impugning the motives of any Councilmember's argument or vote or the statements of any other resident or person. Residents of Greenbelt shall have precedence over others in being

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recognized. No person shall speak more than once upon any one subject until every other person choosing to speak thereon shall have spoken, and no person shall speak for a longer than three minutes at any one time without the consent of Council.

II. Presiding Officer

1. Presiding Officer

The Mayor or, in the Mayor's absence, the Mayor Pro Tem shall preside at all meetings of the Council. At the hour appointed for the Council to meet, the Mayor or, in the Mayor's absence, the Mayor Pro Tem shall take the chair and immediately call the members to order. At all regular meetings of Council, the roll shall be called by the City Clerk. The City Clerk shall enter in the minutes of all meetings the names of the members present.

2. Temporary Chair

In case of the absence of the Mayor and Mayor Pro Tem at a meeting of Council, the City Clerk shall call the Council to order. If a quorum is found to be present, the Council shall proceed to elect, by majority vote of those present, a Chair of the meeting who shall preside until the arrival of the Mayor or Mayor Pro Tem. The temporary Chair shall not preside beyond the adjournment of the meeting for which he or she was elected.

III. Quorum

A majority of the members elected to the Council shall constitute a quorum to conduct business. However, any number of members present may convene to compel the attendance of absent members.

IV. City Manager and Members of Staff

The City Manager shall have the right to take part in the discussion of all matters coming before the Council, and other members of staff shall be entitled to take part in discussions of the Council relating to their respective offices.

V. Minutes

1. Minutes of Meetings

The proceedings of the Council shall be briefly and accurately stated in the minutes. Titles of all ordinances and resolutions with their designated numbers shall be entered in the minutes and shall be preserved in a book for that purpose. The City Clerk shall keep minutes of all meetings, including special meetings, work sessions and closed sessions, and not less than three days before a regular meeting shall furnish each member of Council and the City Manager with copies of minutes of preceding meetings. Minutes of

regular meetings should be presented for Council's approval within 30 days, unless there are mitigating circumstances reported to Council.

Under the General Provisions Article 3-306(B)(2)(i) of State Law which states that minutes of meetings are not required if live and archived video is available, the video of Council meetings will serve as meeting minutes until the written minutes of the meetings are approved by Council.

2. Minutes Open to Public Review

Minutes of regular meetings, special meetings, public hearings, public meetings, and work sessions shall be available for review in the City Clerk's office during regular office hours. However, minutes shall not be available until approved by the Council in regular meeting. Approved minutes are also posted on the City website. Minutes of closed sessions of the Council held in accordance with applicable state law shall not be open to public inspection.

3. List of Action Items

Following each work session, a list of action items shall be prepared and provided to Council. A thank-you letter should be sent out after all stakeholder meetings listing the three top action items that was discussed.

VI. Duties and Privileges of Members

1. Seating Arrangement

Members shall occupy the respective seats at the Council table assigned by the Mayor at the organizational (Charter) meeting. Any two or more members may exchange seats by joining in a written notice to the Mayor to that effect.

2. Right to Floor

- a. Before speaking on any matter, a member shall seek the floor by addressing the presiding officer and, once recognized by the chair, shall confine comments to the question under debate, avoid personalities, and refrain from impugning the motives of any other member's argument or vote. No member of Council shall interrupt another without that member's consent. To obtain such consent, the member shall first address the presiding officer.
- b. Members of Council shall not raise personnel matters pertaining to alleged improper performance or conduct of any city employee(s) or Council appointee(s) at a public Council meeting. Any concerns about the conduct or performance of any city employee(s) or Council appointee(s) shall be brought to the attention of the City Manager, or a closed session of Council may be requested to discuss the personnel matter.

- c. As a practice City Council sets policy and budget priorities within the scope of its local jurisdictional authority and on matters directly related to its local sphere of influence. As a body, City Council shall not generally take positions on foreign, national, or regional issues that do not directly affect the conduct of the City's business.

3. Right of Appeal

Any member may appeal to the Council for a ruling on a decision of the presiding officer. The member making the appeal may briefly state the reason for the appeal, and the presiding officer may explain the ruling. However, there shall be no debate on the appeal. The presiding officer shall put the question: "Shall the decision of the Chair be sustained?" If a majority of the members present vote "yes," the ruling of the Chair is sustained; otherwise, it is overruled.

4. Limitation of Debate

No member shall be allowed to speak more than once upon any one subject until every other member choosing to speak thereon shall have spoken, and no member shall speak for a longer time than five minutes without consent of Council.

5. Voting

- a. When a question is put, every member present or attending remotely by electronic means shall vote either in the affirmative, the negative or abstain. Any member shall be entitled to abstain so long as such member gives a reason for abstaining and such reason falls within one of the following:
 - 1. When to vote would or could be considered improper pursuant to the City and State Ethics Laws.
 - 2. When to vote could or may show bias for or against a person, organization or business that the member has a close personal relationship with thus reflecting poorly on the member and the office such member holds.
 - 3. When for any other reason a member is not comfortable voting and has given the Chair a reason for requesting to abstain so long as excused by the Chair or Council by vote as provided for herein below.

Application to be excused from voting shall be made to the Chair before the votes are called for. After the member has briefly stated the reason for the request to be excused, the decision thereon shall be made by a super-majority of councilmembers present without debate.

Except as provided in the City Charter or these rules, all voting shall be by voice vote or by such other method as a majority of the Council shall decide for any particular vote.

- b. The “yeas” and “nays” (i.e., a vote by roll call) shall be taken upon the passage of all ordinances and resolutions and upon demand of any member made before the negative vote has been called for. Each Councilmember’s name shall be called in alphabetical order, except that the presiding officer shall be called to vote last. It shall not be in order for members to explain or comment upon their votes during roll call. A record of the “yeas” and “nays” and not voting on any roll call vote shall be entered upon the minutes of the proceedings of the Council.

6. Personal Privilege

The right of a member to address the Council on a question of personal privilege shall be limited to cases in which his or her integrity, character, or motives are assailed, questioned, or impugned.

7. Dissents and Protests

Any member shall have the right to express dissent from or protest against any ordinance, resolution, or act of Council and have the reason therefor entered upon the minutes. Such dissent or protest must be filed in writing, couched in respectful language, and presented to Council no later than the next regular meeting following the date of passage of the ordinance or resolution or action objected to.

8. Disorderly Conduct or Violation of Rules

A member of Council indulging in any language or conduct unbecoming a Councilmember shall be called to order by the presiding officer and, in such case, the offending member shall lose the floor and shall not proceed without the approval of a majority of members present. The Council may, by a vote of not fewer than six members, expel a member from a meeting for disorderly conduct or the violation of Council rules.

9. Demonstration or Disorder Among Bystanders

If any confusion, demonstration or disorder arises in the Council chamber, the presiding officer may, upon his or her initiative or upon the request of any member, enforce order. If the offending person or persons be a spectator, such person or persons may be ejected from the chamber. If any member of Council shall object to the ruling of the presiding officer, such member shall have the right to appeal to the Council.

VII. Council Procedure

1. Order of Business

The business of all regular meetings of Council shall be transacted in the following order, with items under “Other Business” to be listed in the order of greatest public interest. For the printed agenda, such determination shall be made by the City Manager, provided that, as an organizational matter, the order of business may be modified at the meeting by the presiding officer, with the consent of Council or by a motion of Council.

2. Agenda

I. Organization

Call to Order

Roll Call

Meditation and Pledge of Allegiance to the Flag

Petitions and Requests

Consent Agenda – Council and Staff Recommendations

Approval of Agenda and Additions

II. Communications

Presentations

Public Hearings ▼

Minutes of Council Meetings

Administrative Reports

Committee Reports

III. Legislation

Ordinances – Second Reading

Resolutions – Second Reading

Ordinances – First Reading

Resolutions – First Reading

IV. Other Business

Council Activities *

Council Reports *

Meetings *

Deleted: 1
Petitions and Requests

* Council Reports and Council Activities will be done at the regular meeting only if time allows. Council Reports and Council Activities may also be done at any work session.

No member shall speak for more than five minutes without the consent of a simple majority of Council.

- * The discussion of scheduling Meetings will be held at the Work Session preceding the next Regular Meeting.

VIII. Agenda

1. The Printed Agenda

- a. The City Manager shall include on the agenda any item at the request of any member of Council, provided that the member of Council shall have furnished to the City Manager a proposal in writing of the item for Council to enact or take other action on, and all relevant background and supporting documents to be shared with City Council and members of the public in time for inclusion with the printed agenda. The City Manager shall notify Council of this addition.
- b. At least two days before each regular meeting, the City Manager shall provide each member of Council at his or her home a copy of the agenda for the forthcoming meeting, together with copies of all ordinances, resolutions, and background material of matters to be considered at the meeting. Members of Council who do not wish to have such material delivered to their homes may so inform the City Manager and make other arrangements.
- c. Copies of the agenda and agenda comments shall be posted on the City website and on the bulletin board in the Municipal Building the Friday prior to each regular meeting. A reasonable number of copies of the agenda and agenda comments shall be available to the public at the Council meeting or earlier upon request, as available. If requested by candidates, printed copies of the agenda packet—less any material of a confidential nature but including the agenda, agenda comments, minutes of previous meetings, and background and briefing materials—shall be provided to certified candidates

2. Approval of Agenda; Consent Agenda

- a. As an item of business under Section I, Organization, the Council shall review the agenda and the consent agenda. Any member of Council or the City Manager may request the addition of an item to the agenda, or may request the removal of an item from the consent agenda so that it may be considered as a separate item of business. A request for the addition of an item to the agenda, or the removal of an item from the consent agenda, shall be a matter of consideration and shall be voted upon at the time the Council considers approval of the agenda or consent agenda, and Council action shall be reflected in the minutes of the meeting.
- b. Any member of Council who will be absent from a meeting may request that an agenda item or consent agenda item be postponed. Such a request for deferral,

giving the reasons for the request, shall be submitted in writing, email or by telephone to the City Clerk, City Manager and Council. A request for deferral shall be a matter of consideration and shall be voted upon at the time the Council considers approval of the agenda or consent agenda, and Council action shall be reflected in the minutes of the meeting.

- c. The consent agenda shall be used for the group disposition of routine and minor items of business, such as approval of minutes, acceptance of board/committee reports, and such other items as designated by the City Manager. Consent agenda items will be specially identified as such. For each item of the consent agenda, Council will receive a written staff recommendation.
- d. Ordinances and resolutions, matters requiring a roll call vote or the consent of six members of Council, and items added to the agenda at the meeting shall not be placed on the consent agenda.
- e. Unless an item set forth in the consent agenda is requested to be considered separately by any member of Council or is postponed (see above), the Council, by a single motion, shall adopt the recommendations of the City Manager as set forth in writing for each item included in the consent agenda. The approved recommendations for each consent agenda item, however, shall be set forth separately in the minutes of the meeting.

3. Minutes

Reading of the minutes of the preceding meeting shall not be required unless so requested by a member of Council or unless written copies have not been provided each member of Council.

4. Petitions and Requests

Petitions and requests are defined to include any communication addressed to the City, City Manager, Council (as a body) or all individual members of Council, making any specific or general request requiring Council action. Written communications shall be first received by the Council, after which the Council shall receive petitions and requests from residents of the City present physically or virtually at the meeting. Such petitions and requests shall be heard by the Council as communications and shall not be subject to consideration or deliberations at that time. Each petitioner shall be allowed ~~three~~ minutes in which to state the nature of the petition and may submit such additional written information as the petitioner deems appropriate. The petitioner may be granted additional time with the consent of the Council. ~~Where more than one person is present on behalf of the same petition, one person shall be designated principal spokesperson, and other persons shall be recognized only for the purpose of clarifying the request being made. Upon a petition or request being presented, the Council shall take one of the following actions:~~

Deleted: five

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- Refer to city staff for handling and disposition. The petitioner and Council shall be apprised of the disposition made within 90 days if possible.
- Refer to city staff or to an advisory board or committee for investigation, evaluation, and report to the Council at a future meeting.
- Add to the agenda of a subsequent meeting.
- By motion duly adopted, place the matter on the agenda of the current meeting.

A listing of Petitions and their status shall be posted on the City website.

5. Communications Not Requiring Council Action

If a written communication addressed to the Council does not require Council action, the City Clerk shall send copies to the members of Council, together with copies of any replies made to the communication, and the matter shall not be placed on the agenda unless a member of the Council or the City Manager requests that it be considered.

6. Anonymous Communications

Anonymous communications shall not be considered by the Council.

IX. Ordinances and Resolutions

1. Introduction

Ordinances and resolutions shall be introduced in the Council only in printed or in written form. All ordinances—except ordinances making appropriations and ordinances codifying or rearranging existing ordinances or enacting a code of ordinances—shall be confined to one subject, and the subject or subjects of all ordinances shall be clearly expressed in the title. An ordinance or resolution may be introduced for first reading by the reading of its title by any member of Council and a second is not required.

- a. Resolutions are used to set forth legal decisions and official positions of the City Council, to approve contracts, to set policy and to implement programs.
- b. Ordinances are used to update the City Code and Charter and to adopt measures as required by State law.

2. Distribution of Copies

Copies of all ordinances and resolutions shall be prepared for distribution to all members of Council, the City Manager, and the City Clerk at the meeting at which the ordinance or resolution is introduced. Whenever any member of the Council is absent from such meeting, the City Clerk shall arrange to have copies delivered.

3. First Reading

The first reading of an ordinance or resolution shall be for information. If there is no objection, the proposed ordinance or resolution shall go on the calendar for the next meeting of Council. There will generally be no public debate or testimony on the first reading of an ordinance or resolution. Council may ask questions or for clarification as to intent.

4. Review and Referral

- a. All proposed ordinances and resolutions shall be reviewed by the City Manager and/or City Solicitor before being presented for second reading and adoption. The City Manager shall provide a brief digest of the provisions thereof, and, where it is proposed to amend an existing ordinance or resolution, such digest shall indicate the changes sought to be made.
- b. If the Council so desires, any pending ordinance or resolution may be referred to any standing or special committee for study and recommendation or to the City Manager for study, recommendations, redrafting, etc.

5. Amendments

When a proposed ordinance or resolution is substantively amended upon either its first or second reading, the amended ordinance or resolution shall be considered to have had its first reading only and must be read on a second day, unless the requirement for reading it on two separate days shall be dispensed with by a vote of not fewer than six members of Council, as prescribed by the City Charter (see 8 b.).

6. Appropriation Ordinances

Ordinances making appropriations shall be confined to the subject of appropriations. Each proposed ordinance providing for an appropriation shall show fully the purpose of the appropriation and the source from which the funds are to be derived. The City Manager shall submit a written recommendation on each appropriation ordinance showing what effect the ordinance would have on the annual budget.

7. Ordinance to Issue Bonds

Ordinances to issue bonds shall meet all the requirements of the City Charter and applicable statutes.

8. Adoption

- a. After an ordinance or resolution has received a first reading, it shall be placed on the agenda for second reading at the next meeting of Council. When a proposed ordinance or resolution comes up for second reading, it may be deferred for further study, deferred to a future meeting of Council, amended, or adopted. No ordinance or resolution shall be adopted until it has been read on two separate days, unless the requirement for reading it on two separate days shall be dispensed with by a vote of not fewer than six members of Council. The final reading of each ordinance and resolution shall be in full unless a written or printed copy thereof shall have been furnished to each member of Council prior to such reading. The "yeas" and "nays" shall be taken upon the adoption of all ordinances and resolutions and entered in the minutes of the proceedings of the Council.

b. Dispensing of Reading on Separate Days

A roll call of the "yeas" and "nays" shall be taken on a motion to dispense with the requirement of reading an ordinance or resolution on two separate days (Charter ref. Sec. 9). When a motion to suspend the rules to dispense with the requirement for reading of an ordinance or resolution on two separate days fails to receive an affirmative vote of six members, the ordinance or resolution shall go over to the next regular meeting of the Council.

c. Vote on Ordinances Revising Appropriations and Resolutions to Transfer Funds

As required by Maryland law, ordinances revising appropriations and resolutions transferring funds shall require a vote of not fewer than six members of Council.

9. Enacting Clauses

The enacting clause of all ordinances shall be "Be It Ordained by the Council of the City of Greenbelt, Maryland." The enacting clause of all resolutions shall be "Be It Resolved by the Council of the City of Greenbelt, Maryland."

10. Effective Date

All ordinances and resolutions passed by the Council shall take effect at the time indicated therein, but not less than ten days after the date of their adoption, except ordinances and resolutions of an urgent nature, which may by direction of Council become effective on date of adoption.

11. Authentication and Publication

Upon its adoption, each ordinance or resolution shall be authenticated by the signature of the Mayor and the City Clerk and shall be recorded upon a book kept for that purpose. Each ordinance and resolution shall be published as soon as possible after its adoption by posting it in a public place or places for ten days or, when required, by publishing it once within ten days in a newspaper of general circulation in the city, or both.

X. Rules of Order

1. **Precedence of Motions**

When a question is before the Council, motions shall have the following precedence and no motion of lesser precedence may be addressed until the motion of higher precedence is voted upon. The order from highest to lowest precedence is: a) to adjourn which is not debatable; b) to fix the hour of adjournment; c) to lay the question or issue on the table indefinitely or to a time certain; d) to call for the previous question; e) to refer; f) to amend. All motions noted herein shall be addressed to the Mayor (or Chairperson of the meeting if the Mayor is absent) and shall be voted upon by the Council after discussion by the Council and interested members of the public. Comments by the public regarding the above motions (except a motion to adjourn) shall be limited to three (3) minutes.

2. **Motions to Be Stated by Chair**

When a motion is made and seconded, it shall be stated by the Chair before debate. Any member may demand that it be put in writing.

3. **Withdrawal of Motion**

A motion may not be withdrawn by the mover without the consent of the member seconding it.

4. **Motions Made Out of Order**

The Chair may, at any time, with the approval of at least six members of Council permit a member to introduce an ordinance, resolution, or motion out of the regular order.

5. **Motion to Adjourn - When Not in Order - Not Debatable**

A motion to adjourn shall be in order at any time, except as follows: a) when repeated without intervening business or discussion; b) when made as an interruption of a member

while speaking; c) when the previous question has been ordered; and d) while a vote is being taken. A motion to adjourn is not debatable.

6. Motion to Lay on the Table

A motion to lay on the table shall preclude all amendments or debate on the subject under consideration. If the motion shall prevail, the consideration of the subject may be resumed at any time by a majority vote under other business, at the same or at a subsequent meeting. A motion to table is not debatable.

7. Call the Question

Any member of Council may at any time Call the Question on a motion previously made which has had any number of proposed amendments thereto so long as such motion receives a second. Once a second to this motion is received all debate shall cease regarding any proposed amendments and the Council shall vote on the Call the Question motion without debate. If approved by a majority of a quorum of the Council, then Council shall immediately and without debate or public comment vote on only the motion previously made with the last amendment. All other amendments shall be considered as failed. If such vote passes by a majority, the Council shall move to the next item on its agenda. If the main motion fails, the secondary motion and all subsequent amendments will again be before the Council for debate and possible action. Any motions still pending at this time will be deemed lost.

8. Division of Question

If a question contains two or more divisible propositions, the presiding officer, upon request of a member, may divide the same.

9. Amend - Strike Out, etc.

On an amendment to "strike out and insert," the words to be struck out and those to be inserted shall be read, and finally the sentence or paragraph, as it would stand if so amended, shall be read.

10. Amend an Amendment

A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be introduced. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order.

11. Motion to Postpone

All motions to postpone to a certain time, excepting a motion to postpone indefinitely, may only be amended as to time. If a motion to postpone indefinitely is carried, the

principal question shall be declared lost.

12. Reconsideration

After the decision on any question, any member who voted with the prevailing side may move a reconsideration of any action at the same or the next meeting. A motion to reconsider shall require the approval of at least four members of Council. After a motion for reconsideration has once been acted on, no other motion for reconsideration thereof shall be made without unanimous consent of all members of Council.

13. Suspension of Rules

Any provisions of these rules not governed by the Charter, state law, or ordinance may be temporarily suspended at any meeting of the Council by a vote of not fewer than six members of Council. The vote on any question to suspend the rules shall be by "yeas" and "nays" and shall be entered in the minutes.

A motion to suspend the rule requiring two readings on separate days shall be debatable and, upon such motion, the main question shall be open for debate.

14. Procedure in Absence of Rule

In the absence of a rule to govern a point of procedure, reference shall be had to the approved practice in parliamentary bodies.

15. Special Order

To make any subject a special order of business shall require the consent of the majority of members of Council present.

16. Tie Vote

In case of a tie in the vote on any proposal, the proposal shall be considered lost.

17. Special Committees

a. From time to time, the Council may set up Special Committees to act on special occasions or to perform other duties. Special committees may be created only by adoption of a resolution, which resolution shall clearly outline the function, authority, and responsibility of the committee, the number of persons to be on the committee, method of selection or appointment of members of the committee, reports to be required of committee, expiration date of committee, and any other pertinent information necessary for the proper functioning of the committee. Such Special Committees may also be called Task Forces.

b. Powers

No committee of any kind shall have the power of employing any person for, or on behalf of, the city or incurring any expense without prior authorization of the City Manager. The committee may request the City Manager to furnish information and assistance which may be granted, provided it is pertinent to the matter before the committee and is not in violation of provisions of the Charter or policies established by the Council.

c. Report of Committees

Committees shall submit reports from time to time as requested by the Council or the City Manager. All reports shall be in writing, and sufficient copies shall be made available for each member of Council, the City Manager, and the City Clerk.

XI. Miscellaneous

1. To Amend Rules

These rules may be amended or new rules adopted in the same manner as any other resolution is passed, except that the requirement for reading may not be waived except by unanimous consent, with a recorded vote of all members.

2. Request for Meetings by Other Parties

The Mayor and members of Council often encounter requests for meetings related to City business either with the Mayor, a member of Council, or more than one member of Council from outside parties (developers, stakeholders, elected officials, etc.). Such requests should be made known to the entire Council prior to any meeting taking place. Notification of such a request can be at a scheduled work session or meeting of the City Council or, in the case of an emergency, by direct communication from the Mayor or member of Council who was requested to meet. Unless agreed upon by a majority of Council, all members of Council may attend any such requested meeting. Further, any such meeting including four or more members of Council shall be publicized and open to the public unless a Closed Session has been properly requested.

Nothing herein shall apply to contacts made by outside parties with members of Council at a political or social function. It is understood that contacts of this type need not be reported to the entire City Council at the next regularly scheduled meeting or work session unless a request is made by such party that requires Council action.

3. Council Recognitions

Council may issue Proclamations or Letters in recognition of certain events or causes with local implications, etc. It will be the decision of the Mayor whether to issue a Proclamation or a Letter.

Generally, proclamations are official (formal) declarations by City Council and letters are official recognitions by City Council.

4. Virtual Council Meetings

Members of Council are required to be visible for the majority of the meeting, barring technical constraints or physical illness.

City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS (120 minutes - 8:45 - 10:45 pm)

Subject:

Council Vacancy

Suggested Action:

On December 6, 2023, the City Council held a work session meeting to discuss the appointment for the vacancy of the council seat process.

The Greenbelt Board of Elections submitted options with pros and cons for filling the current vacancy in membership to the City Council in accordance with the City Charter.

- Section 32 of the City Charter states as follows: Vacancies on council. If a seat in the council becomes vacant, the remaining members of council by a majority vote shall, as soon as possible, elect a person to fill the unexpired term. If three (3) or more council seats are vacant at the same time, the board of elections shall call at the earliest date a special election to fill said vacancies for the unexpired terms.

Options:

A. Council Action Without Voter Referral

- This option is the least democratic, in the sense that it allows no voter or public participation, but it allows the most prompt and least costly action by Council.

B. Action After Hearing, Without Voter Referral

- This option again offers Council the opportunity to act promptly, without significant costs. It is also possible to hold a public hearing or hearings while allowing residents who cannot attend the chance to make comments by text or email. Again, however, this course excludes full participation by Greenbelt voters.

C. Action After Referral To Voters

- This option, involving a referral election for all voters, is clearly the most democratic. It does, however, involve considerable added cost and delay, and it does not remove from Council the obligation to make the final determination, under Section 32.

D. Potential Interim Appointment

- Making an interim appointment, if Council members choose a referral to the voters, will

allow the Council to proceed with a full membership complement until it receives the results of the referral election.

The City Solicitor, Jason DeLoach, opined submitting to the City Council the relevant language of Section 32 (Vacancies on Council). **If a seat in the Council becomes vacant, the remaining members of Council by a majority vote shall, as soon as possible, elect a person to fill the unexpired term.** Mr. DeLoach noted that any appointment by the Council with the assistance of an election of any type would be subject to legal challenge for violating the process mandated by the Charter and violating the “as soon as possible” requirement.

Council decision is sought.

Attachments:

City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS (120 minutes - 8:45 - 10:45 pm)

Subject:

Prince George's County Crossing Guard Shortage

Suggested Action:

Councilmember Pompei requested this item to be added to the agenda for Council discussion.

Context: A recent fatal car accident involving schoolchildren at a school crosswalk has highlighted significant concerns regarding school safety, particularly focusing on the shortage of crossing guards and the limited presence of county police at schools. Councilmember Jenni Pompei initiated a discussion about the county's current inability to fill crossing guard vacancies, proposing a shift of this responsibility to the municipality. Councilmembers Ric Gordon and Silke Pope also raised concerns about the need for increased police presence during key school hours.

Proposals:

1. **Transfer of Crossing Guard Responsibilities:** Propose a Memorandum of Understanding (MOU) with the County Council to transfer the funding and hiring authority of crossing guards to the City of Greenbelt. This shift aims to address the 85 existing vacancies more effectively at a local level.
2. **Enhanced Police Presence at Schools:** Recommend sending a formal letter to the County School Board and County, urging them to increase police presence around schools, especially during student arrival and departure times. This recommendation aligns with the concerns raised by Councilmembers regarding the current lack of county police involvement.
3. **Collaborative Effort with County Authorities:** Encourage a joint task force comprising city and county officials to address these safety concerns holistically, ensuring both short-term and long-term solutions are developed and implemented effectively.

Potential Action Steps:

1. Propose a partnership to address Crossing Guard Vacancies in the County.
2. Prepare and send the recommended letter to the County School Board and County, outlining specific concerns and suggestions.
3. Initiate discussions with county authorities to form a joint task force focused on school

safety and staffing.

Attachments:

City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Brian Kim

Submitting Department: Public Works

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS (120 minutes - 8:45 - 10:45 pm)

Subject:

Buddy Attick Lake Inclusive Playground

Suggested Action:

Reference: Memorandum - B. Kim - November 4, 2023

Buddy Attic Design Concept Final

Buddy Attic Proposal Final

For several years staff has worked towards leveraging alternative revenue streams to include but not limited to grants, bond bills, etc. to assist with funding the replacement of the Buddy Attick Lake playground. To this end, in FY24 Council approved an additional \$250,000.00 bringing the project to fruition.

Staff recommends Council approve the purchase of the new inclusive playground to Sparks@Play, 3705 Crondall Lane, Owings Mills Maryland 21117 for a total project cost of \$611,422.75.

Attachments:

[Memorandum - B. Kim - November 4, 2023.pdf](#)

[BA_SP_Design_Concept_Final.pdf](#)

[BA_SP_Proposal_Final_4.pdf](#)



Date: 04-November-2023

To: Mr. Josué Salmerón, City Manager

From: Brian Kim, Assistant Director of Public Works - Operations

Via: Mr. Willis Shafer, Director of Public Works

Re: **Buddy Attick Lake Inclusive Playground**

SUBJ.: **Award of Contract Recommendation**

Summary:

For several years staff has worked towards leveraging alternative revenue streams to include but not limited grants, bond bills, etc. to assist with funding the replacement of the Buddy Attick Lake playground. To this end, in FY24 Council approved an additional \$250,000.00 bringing the project to fruition.

Project Details:

The existing playground was installed in 2002 and since this time, a lot has changed. A destination park/playground in need of universally designed space with all in mind. Sparks@Play has developed a nature inspired themed play typical of a destination playground. This includes both 2-5 and 5-12 age groups, elements of inclusive surface and play, as well as a challenging play space for kids of all ages and abilities.

Public Works intends to utilize Sourcwell, a cooperative purchasing program created and operated by the Minnesota legislature allowing us to take advantage of competitively bid awarded contracts. In doing so, Sparks@Play was identified as the contractor providing best value. Company is located in Owings Mills Maryland, Baltimore County.

Attachments:

- <BA_SP_Design_Concept_Final>: Design concept/renderings and narrative.
- <BA_SP_Proposal_Final_4>: Price proposal.



CONTRACTOR	PROPOSAL PRICE	NOTES
Sparks@Play	\$582,307.39	Existing location
Contingency 5%	\$29,115.36	Unforeseen site conditions
TOTAL:	\$611,422.75	

Recommendation:

Staff recommends Council approve the purchase of the new inclusive playground to Sparks@Play, 3705 Crondall Lane, Owings Mills Maryland 21117 for a total project cost of \$611,422.75.



Buddy Attic Playground Design & Narrative

 Sparks@Play

We learn. We grow. We take chances. We're shaped by play.

Every play space is a new opportunity to enrich the lives of children and communities. Our playground design for Buddy Attic focuses on providing fun, challenging, and social play and fitness experiences focused on the priorities identified with the client:

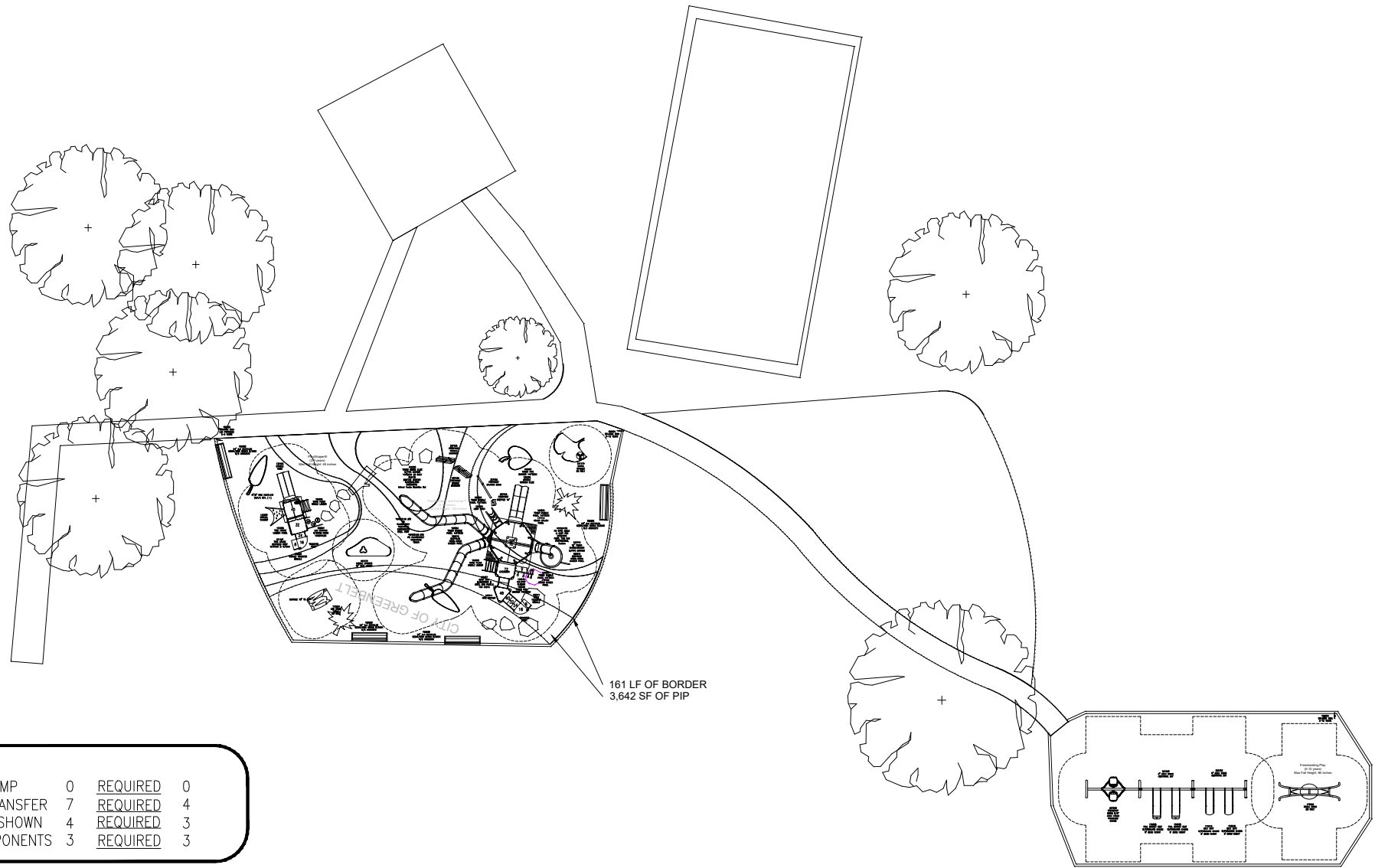
- Nature-inspired theming
- Geographical context of the City of Greenbelt
- Both 2-5 and 5-12 age groups
- Similar footprint of current play spaces
- Tall play tower
- Play typical of a Destination Playground

Our proposed design uses nature-inspired elements and inclusive surfacing to create a rich, challenging play space for kids of all ages and abilities.

We appreciate your consideration and look forward to working with you on your playground!



NOTE:
THIS SITE PLAN WAS CREATED FROM AERIAL
IMAGERY THAT DID NOT CONTAIN A SCALE.
DIMENSIONS, SQUARE FOOTAGES, SITE
COMPONENTS, AND OVERALL AREA MAY NOT BE
ACCURATE. VERIFICATION OF SITE CONDITIONS
AND DIMENSIONS ARE REQUIRED IN THE FIELD.



5-12 AREA

TOTAL ELEVATED PLAY COMPONENTS	9		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	7	REQUIRED	4
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	4	REQUIRED	3
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	3	REQUIRED	3

2-5 AREA

TOTAL ELEVATED PLAY COMPONENTS	4		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	4	REQUIRED	2
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	2	REQUIRED	2
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	2	REQUIRED	2

Estimated manufacturing time:
12 weeks from the time of
LSI order acceptance, or receipt of
SkyWays release of fabrication
form if applicable.

SWINGS

TOTAL ELEVATED PLAY COMPONENTS	0		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	0	REQUIRED	0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	5	REQUIRED	0
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	4	REQUIRED	4



IT IS THE MANUFACTURERS' OPINION AND
INTENT THAT THE USE AND LAYOUT OF
THESE COMPONENTS CONFORM WITH THE
AMERICAN SOCIETY FOR TESTING AND
MATERIALS (ASTM) STANDARD ASTM F1487

THIS PLAY AREA & PLAY EQUIPMENT IS
DESIGNED FOR AGES 2-12 YEARS
UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS' OPINION THAT
THIS PLAY AREA DOES CONFORM TO
THE A.D.A. ACCESSIBILITY STANDARDS,
ASSUMING AN ACCESSIBLE PROTECTIVE
SURFACING IS PROVIDED, AS INDICATED, OR
WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON
INFORMATION AVAILABLE TO US. PRIOR TO
CONSTRUCTION, DETAILED SITE INFORMATION
INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING
UTILITIES, SOIL CONDITIONS, AND DRAINAGE
SOLUTIONS SHOULD BE OBTAINED, EVALUATED, &
UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL
DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND
LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT,
AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES
SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT
HAS A CRITICAL HEIGHT VALUE TO MEET THE
MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF.
ASTM F1487 STANDARD CONSUMER SAFETY
PERFORMANCE SPECIFICATION FOR PLAYGROUND
EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT
REVISION). THE SUBSURFACE MUST BE WELL
DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY
IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER
FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

AREA OF
ACCESSIBLE/PROTECTIVE
SURFACING
(POURED-IN-PLACE SUGGESTED)

IT IS THE MANUFACTURER'S OPINION AND
INTENT THAT THE LAYOUT OF THESE
COMPONENTS CONFORM WITH THE
U.S. CONSUMER PRODUCT
SAFETY COMMISSION'S (CPSC)
"HANDBOOK FOR PUBLIC PLAYGROUND SAFETY".

DESIGNED BY:
JFW

COPYRIGHT: 6.15.2023
LANDSCAPE STRUCTURES, INC.
601 7th STREET SOUTH - P.O. BOX 198
DELAND, MINNESOTA 55328
PH: 1-800-328-0035 FAX: 1-763-972-6091

6.9.2023	005040BALP-1-6	JFW
7.27.2023	005040BALP-1-5	JFW
7.21.2023	005040BALP-1-4	JFW
Date	Previous Drawing #	Initials

SCALE IN FEET: 1" = 20'
0' 10' 20' 40'



Buddy Attie
Greenbelt, MD

Sparks at Play
Jason Sparks

SYSTEM TYPE:
PlayBooster

DRAWING #:
1154351-02-01

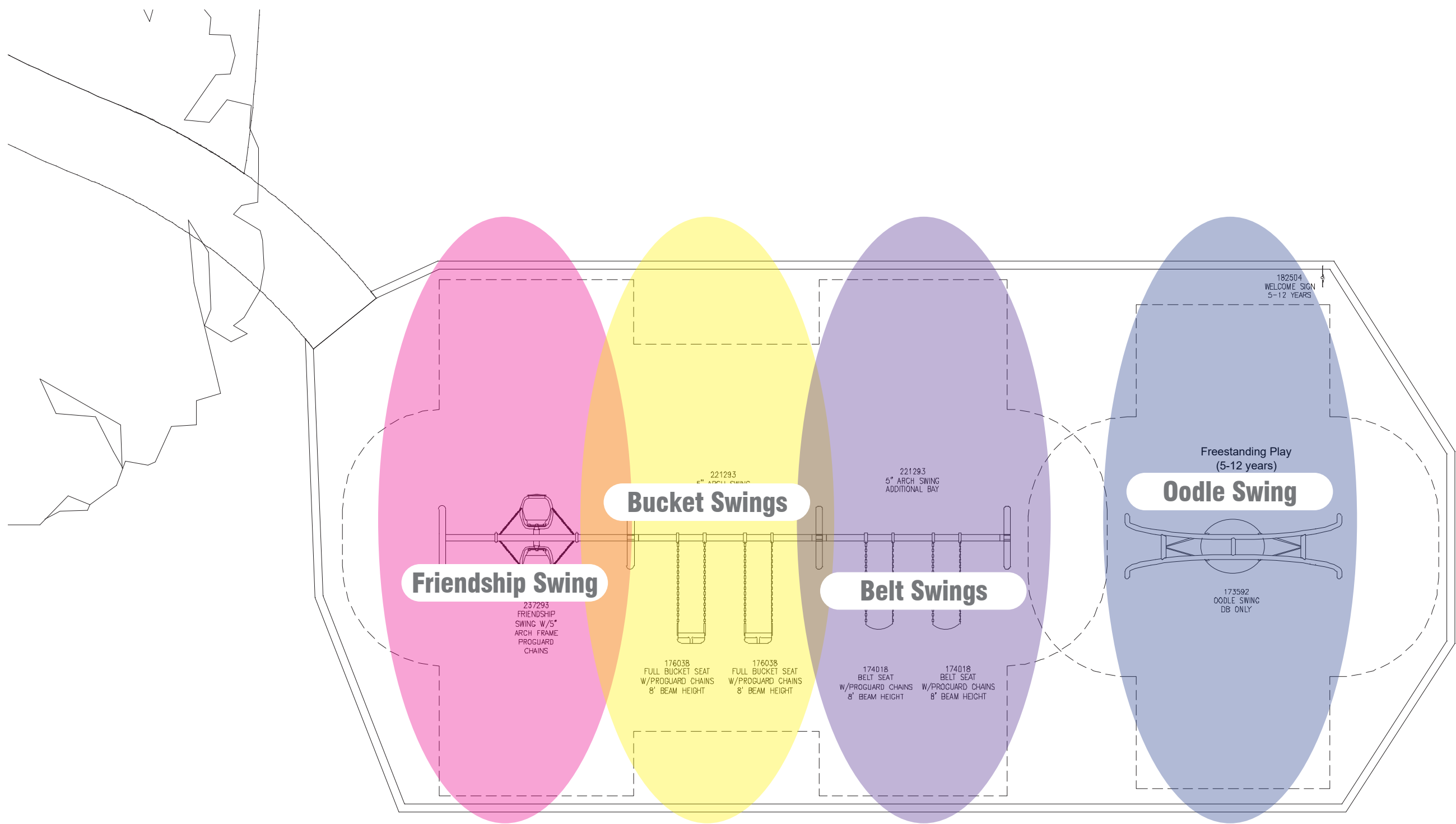


Sparks@Play

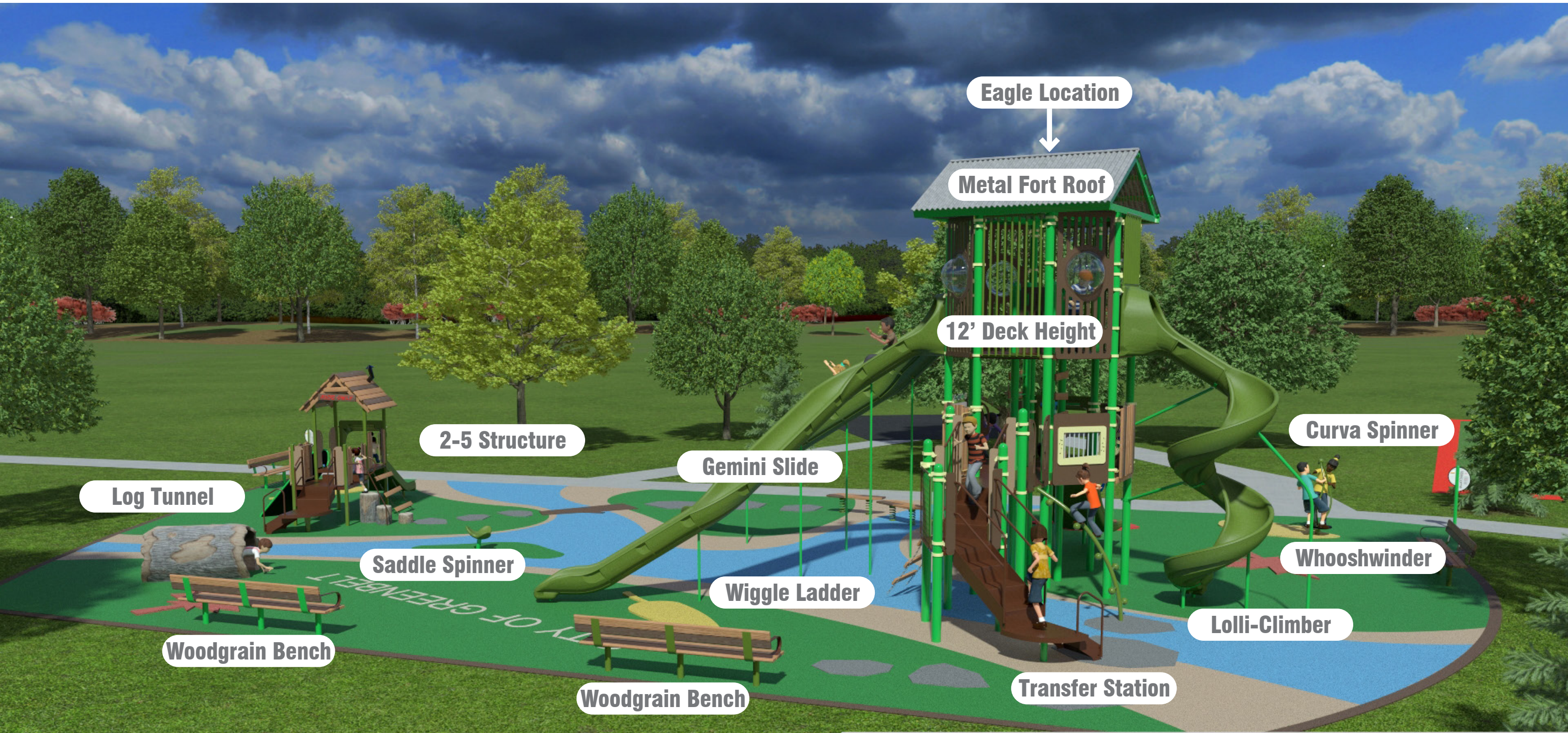


Sparks@Play









Buddy Attic Lake Park



1154351-02-01-02 • 07.12.2023

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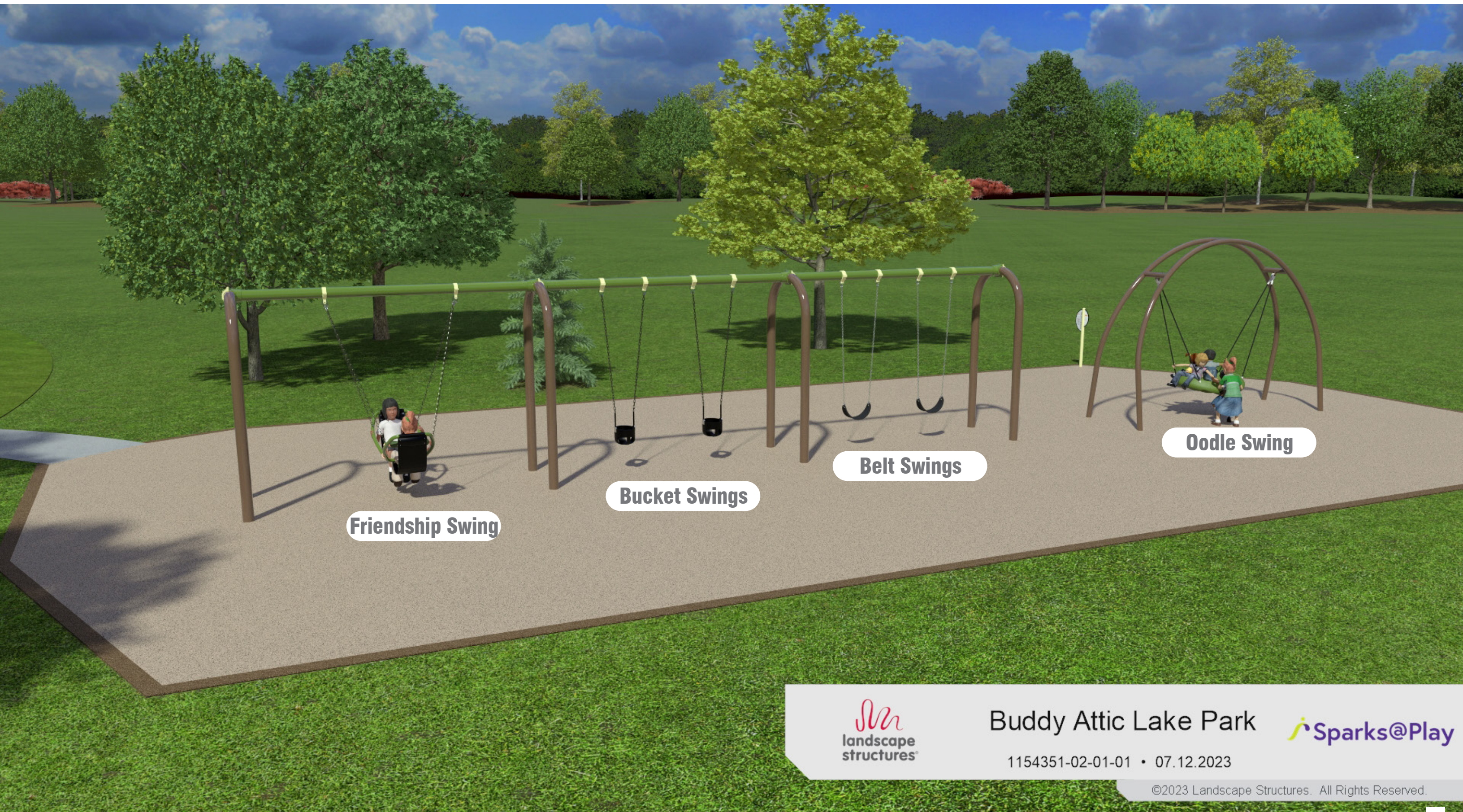


Buddy Attic Lake Park



1154351-02-01-03 • 07.12.2023

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Buddy Attic Lake Park



1154351-02-01-01 • 07.12.2023

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Eagle and Eerie

CP024705

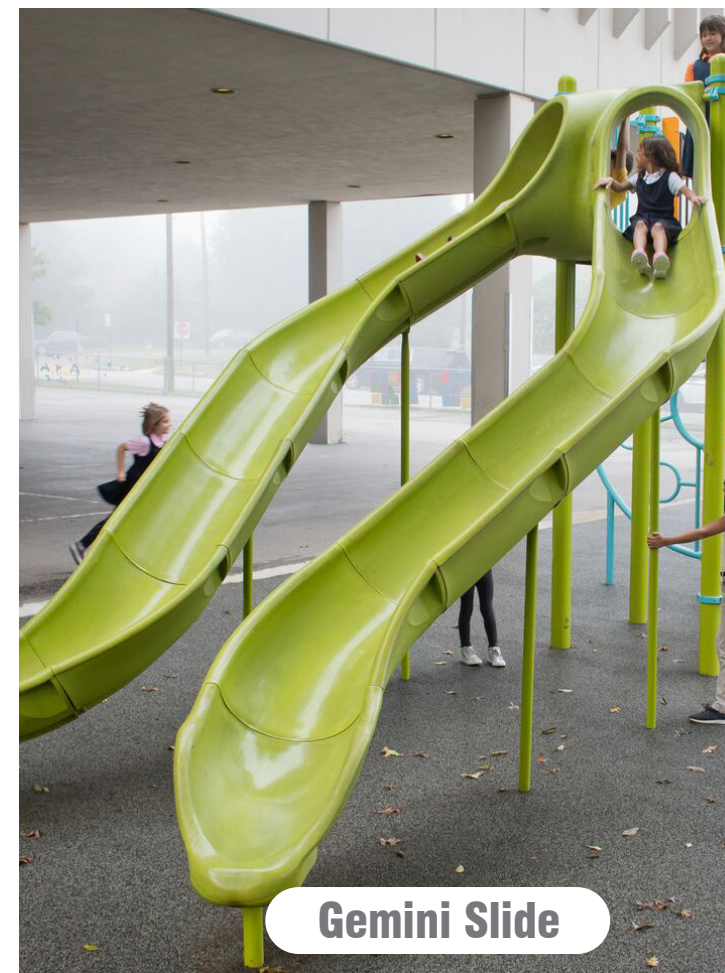
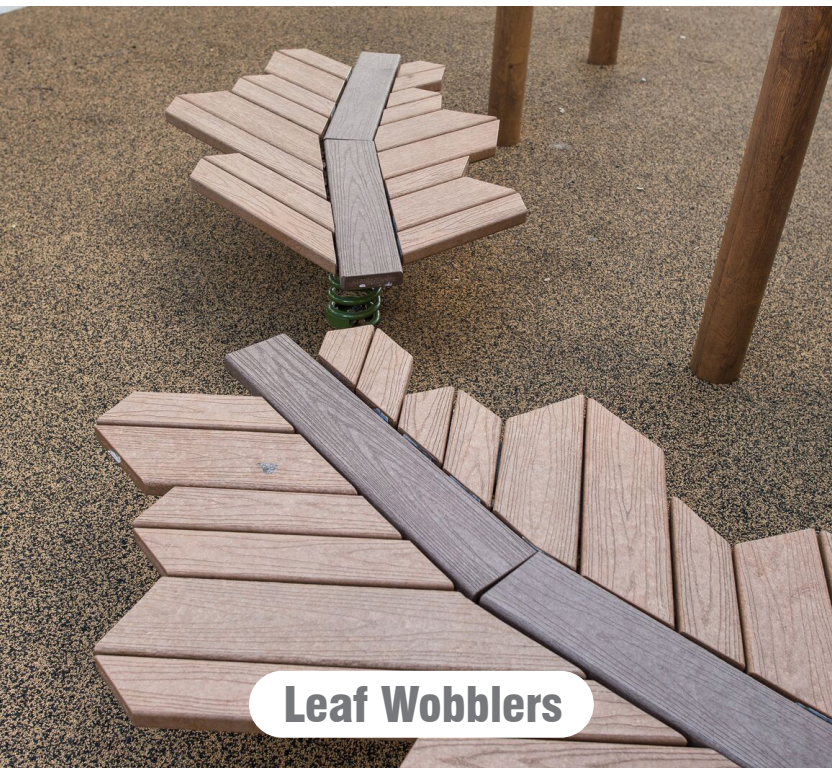
GFRC Eagle and eerie - Epoxy coated tubing
Bolts to corrugated tin rooftop

Construction Details

Precast concrete elements from existing molds
Painted with concrete paint / stain
Hardware and instructions provided



Conceptual design only and is subject to possible changes







Bucket Swings



Oodle Swing



Belt Swings



Friendship Swing



Thank You!
 Sparks@Play

**ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE
MADE OUT TO:**

LANDSCAPE STRUCTURES, INC.
601 7th STREET
DELANO, MN 55328 U.S.A.

PROPOSAL

Proposal Number: 005040-1

Proposal Date: August 15, 2023



Local Rep
Phone: 410-356-9677
Fax: 410-356-2198

To:

Brian Kim

Shipping Address:

RE: Buddy Attick Lake Park

Customer ID	PO Number	Sales Rep Name
City of Greenbelt Public Works Department		Jason Sparks
Customer Contact	Shipping Method	Payment Terms

Quantity	Description	Unit Price	Amount
1	LSI Discount	(\$17,938.00)	(\$17,938.00)
1	Trucking from MN to MD.	\$23,480.46	\$23,480.46
1	*Landscape Structures Play Equipment per Design # 1154351-02-01.	\$224,225.00	\$224,225.00

**ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE
MADE OUT TO:**

LANDSCAPE STRUCTURES, INC.
601 7th STREET
DELANO, MN 55328 U.S.A.

PROPOSAL

Proposal Number: 005040-1

Proposal Date: August 15, 2023



Local Rep
Phone: 410-356-9677
Fax: 410-356-2198

Quantity	Description	Unit Price	Amount
1	Install Playground equipment per drawing/design #1154351-02-01. • Layout, excavate footings and dispose of spoils off-site. • Furnish and pour 3000 psi concrete footings.	\$128,658.30	\$128,658.30
5847	Both Areas: PlayBound Poured-In-Place: Combination 1.75 inch thick (1445 sq. ft.), 3.5 inch thick (2205 sq. ft.), and 5.5 inch thick (2197 sq. ft.) system (thicknesses subject to nominal variation) with top surface 100% Color. Includes aliphatic binder and freight. No mounds or slopes. Includes graphics as shown in submitted drawings dated 7/21/2023. 1.75 inch thick Poured-in-Place system meets 4 foot critical fall height. 3.5 inch thick Poured-in-Place system meets 8 foot critical fall height. 5.5 inch thick Poured-in-Place system meets 12 foot critical fall height. No slopes or mounds of any kind are quoted. Crews must have free, clear and ease of access to site from unload point for price to hold. Crews would need a minimum of a 6' wide clearance from the outside to the play area where product is	\$32.11	\$187,747.17

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601 7th STREET
DELANO, MN 55328 U.S.A.

PROPOSAL

Proposal Number: 005040-1

Proposal Date: August 15, 2023



Local Rep
Phone: 410-356-9677
Fax: 410-356-2198

Quantity	Description	Unit Price	Amount
	being installed for the equipment and materials used for this installation. Installation of surfacing system shall occur only when minimum ambient temperatures are 40 degrees F or above throughout the day and overnight.		
5847	Furnish and install 5,847 S.F. of 4" thick compacted #57 stone sub-base and filter fabric	\$6.18	\$36,134.46
		SUBTOTAL	\$582,307.39
		SALES TAX (%)	\$0.00
		TOTAL AMOUNT	\$582,307.39

There will be a 10% fee on all cancelled orders.

Terms:

Please call if you have any questions.

Accepted By Customer: _____

Print Name: _____

**ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE
MADE OUT TO:**

LANDSCAPE STRUCTURES, INC.
601 7th STREET
DELANO, MN 55328 U.S.A.

PROPOSAL

Proposal Number: 005040-1

Proposal Date: August 15, 2023



Local Rep
Phone: 410-356-9677
Fax: 410-356-2198

Company Name: _____

Customer PO Number: _____ Date: _____

***IF YOU ARE A TAX EXEMPT ORGANIZATION PLEASE SUPPLY A COPY OF YOUR TAX EXEMPTION
CERTIFICATE AT TIME ORDER IS PLACED OR SALES TAX WILL BE CHARGED.***

City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Bonita Anderson

Submitting Department: Public Works

Item Type: Presentations

Agenda Section: OTHER BUSINESS (120 minutes - 8:45 - 10:45 pm)

Subject:

Bradford Pear Tree Replacement Hanover Parkway

Suggested Action:

Reference:

Memorandum, B. Townsend, 10/25/2023

Bradford Pear Plan Presentation

Advisory of Trees Report #2015-1, July 12, 2015

Advisory of Trees Report #2016-1, April 5, 2016

Advisory of Trees Report #2022-1, September 20, 2022

The Bradford pear is a tree that has been historically planted in urban areas for spring floral display. However, over time this variety has been found to be invasive and have very poor mechanical strength. To combat this and other future tree issues, the Greenbelt Urban Tree Master Plan (UBTMP) was drafted. The UBTMP was prepared in collaboration with the Davey Tree Expert Company presented to the City Council and approved in 2018. The UBTMP documents over 1,500 Bradford pear trees that need replacement. The largest concentration in Greenbelt East.

Over the years the Public Works Department has addressed areas with highest tree structure breaks first such as Ivy Lane, Lake Crest Drive and Hanover Parkway where they are current working on removals and replacements. The program would phase out all Bradford Pear trees in a systematic way of not removing all of the tree canopy of a roadway at once.

The removal program will have budget implications and until a plan is finalized and approved, staff recommends the following as an initial program using the budgeted amount of \$27,000 for replacements of the Bradford Pears along Hanover Parkway for the next couple of years.

Council approval is requested.

Attachments:

[Memorandum, B. Townsend, 10/25/2023.pdf](#)

[Bradford Pear Plan.pdf](#)

[ACT_Trees_under_power_lines.pdf](#)

[ACT_Park Trees_list.pdf](#)

[ACT_Street_tree_list.pdf](#)

MEMORANDUM



TO: Josue Salmeron, City Manager

FROM: Brian Townsend, Assistant Director Public Works

CC: Willis Shafer, Director of Public Works

DATE: October 25, 2023

SUBJECT: Bradford Pear Tree Replacement Hanover Parkway

The Bradford pear (*Pyrus calleryana* cultivar ‘Bradford’) is a tree that has been historically planted in urban areas for spring floral display. However, over time this variety has been found to be invasive, and have very poor mechanical strength. This means the branches of this tree are prone to cracking and breaking at crotches during storms. To combat this and other future tree issues, the Greenbelt Urban Tree Master Plan (UBTMP) was drafted. The UBTMP was prepared in collaboration with the Davey Tree Expert Company presented to council and approved in 2018. The UBTMP documents over 1,500 Bradford pear trees that need replacement. The largest concentration in Greenbelt East. (see attached map)

Over the years we have addressed areas with highest tree structure breaks first such as Ivy Lane, Lake Crest Drive and Hanover Parkway where we are current working on removals and replacements. The program would phase out all Bradford Pear trees in a systematic way of not removing all of the tree canopy of a roadway at once. The tree and stumps would be removed and replaced with recommended trees from the Greenbelt’s Advisory Committee on Trees recommended street trees list, trees for under power lines, and park trees. (see attached)

The removal program will have budget implications and the following are five possible program scenarios, using cost estimates for tree and stump removal at a cost per tree of \$1,000 (\$700 removal, \$300 stump grinding) and replanting a native ornamental or hardwood tree at a cost of \$350 each.

- 5-year replacement program, 250 trees at an annual cost of \$337,500
- 10-year replacement program, 125 trees at an annual cost of \$168,750
- 15-year replacement program, 83 trees at an annual cost of \$112,050
- 20-year replacement program, 63 trees at an annual cost of \$85,050
- 25-year replacement program, 50 trees at an annual cost of \$67,500

Until a plan is finalized and approved, I recommend the following as an initial program using the budgeted amount of \$27,000 for replacements of the Bradford Pears along Hanover Parkway for the next couple of years.



Bradford Pear Plan

Brian Townsend

Assistant Director – Department of Public Works

Bradford Pear —
Pyrus calleryana

- A deciduous tree with white clusters of flowers in early spring
- Used extensively as a landscape tree
- Found to be highly invasive with weak branch structures





Highly Invasive

- Forms dense, thorny thickets in wild areas; out-competes and prevents the growth of native plants
- Seed material spread by wildlife
- Listed as a tier II invasive species in Maryland

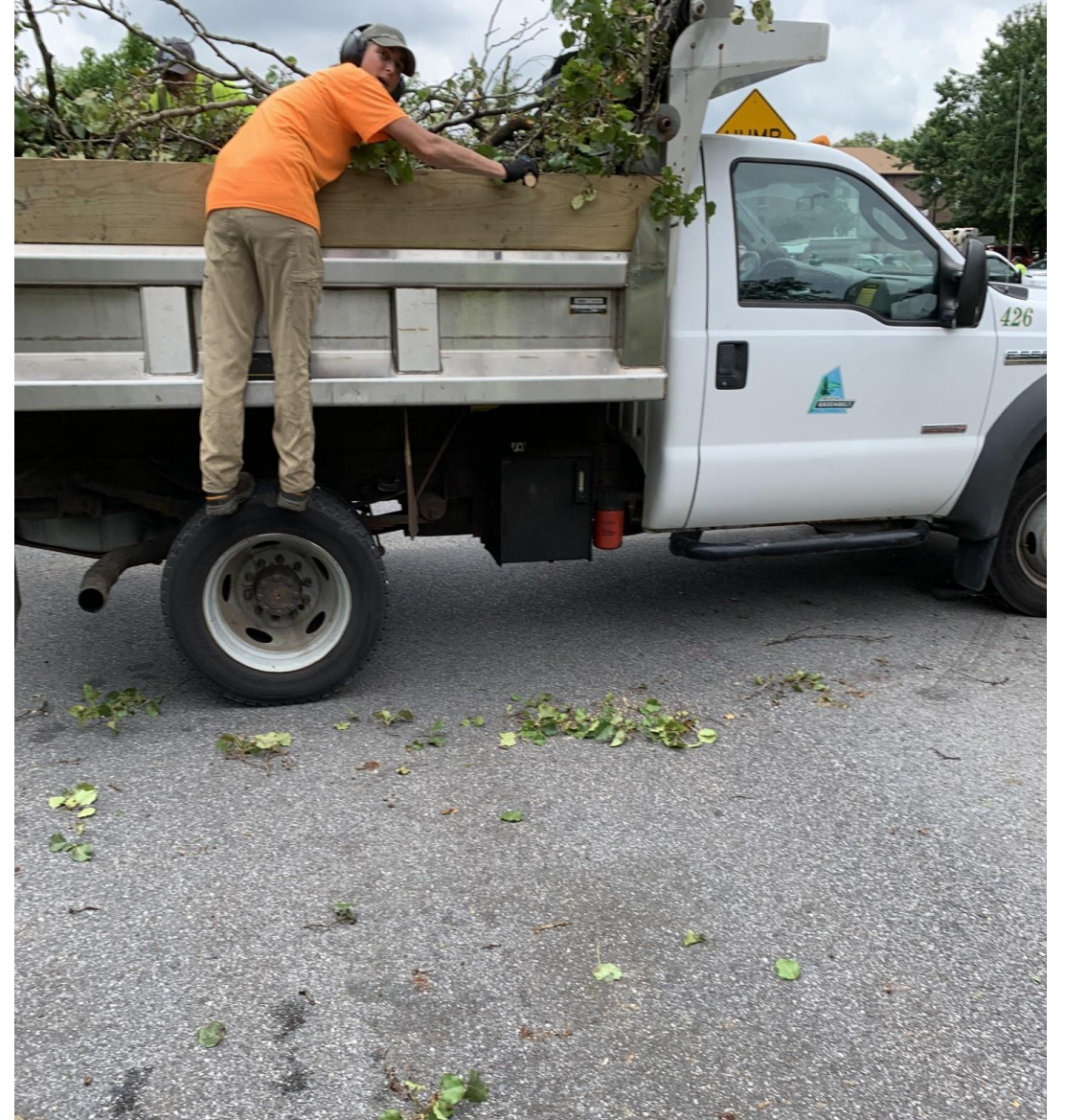


Storm Damage

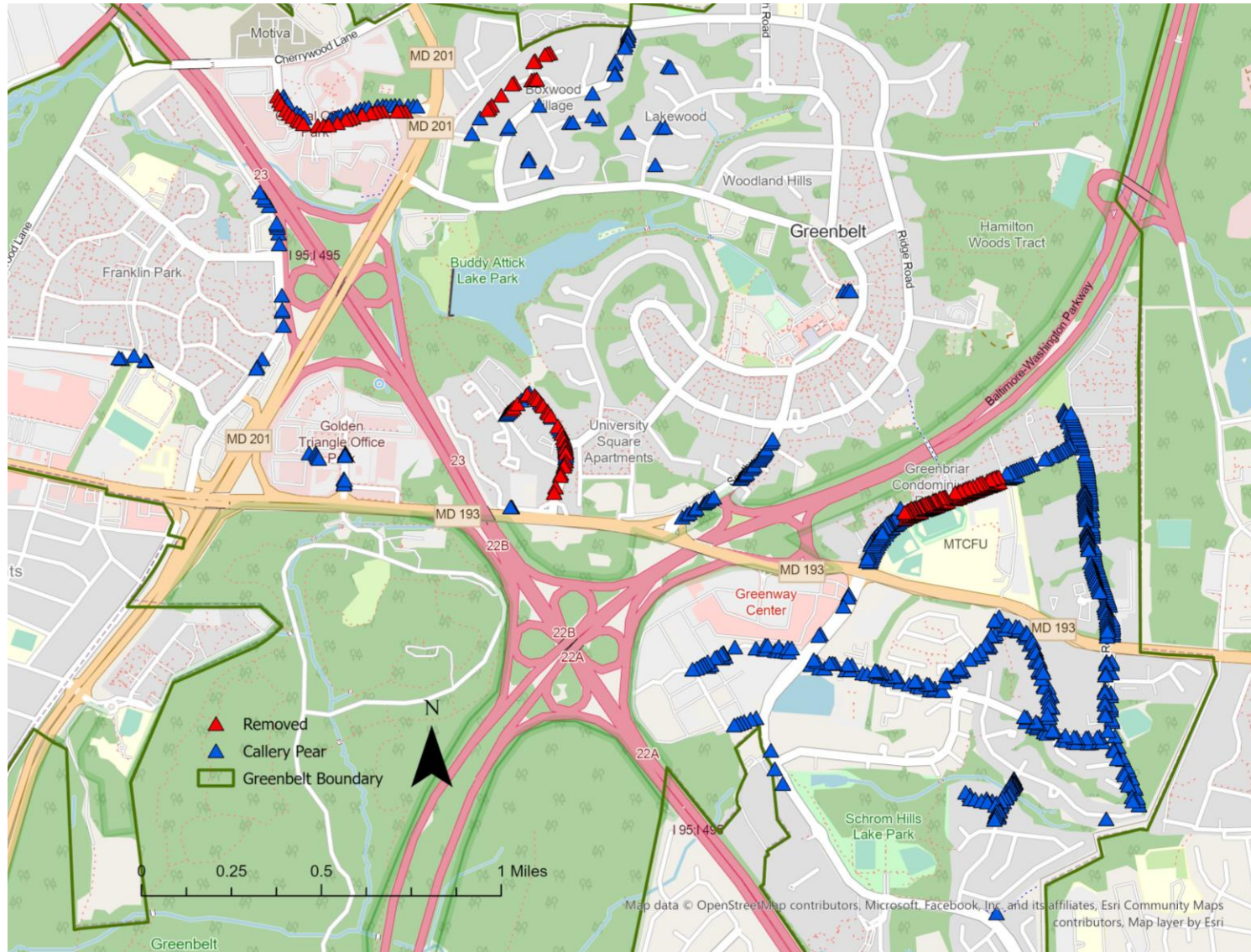
Easily broken in storms due to weak branch structure
Hazardous to people and property
Requires more resources

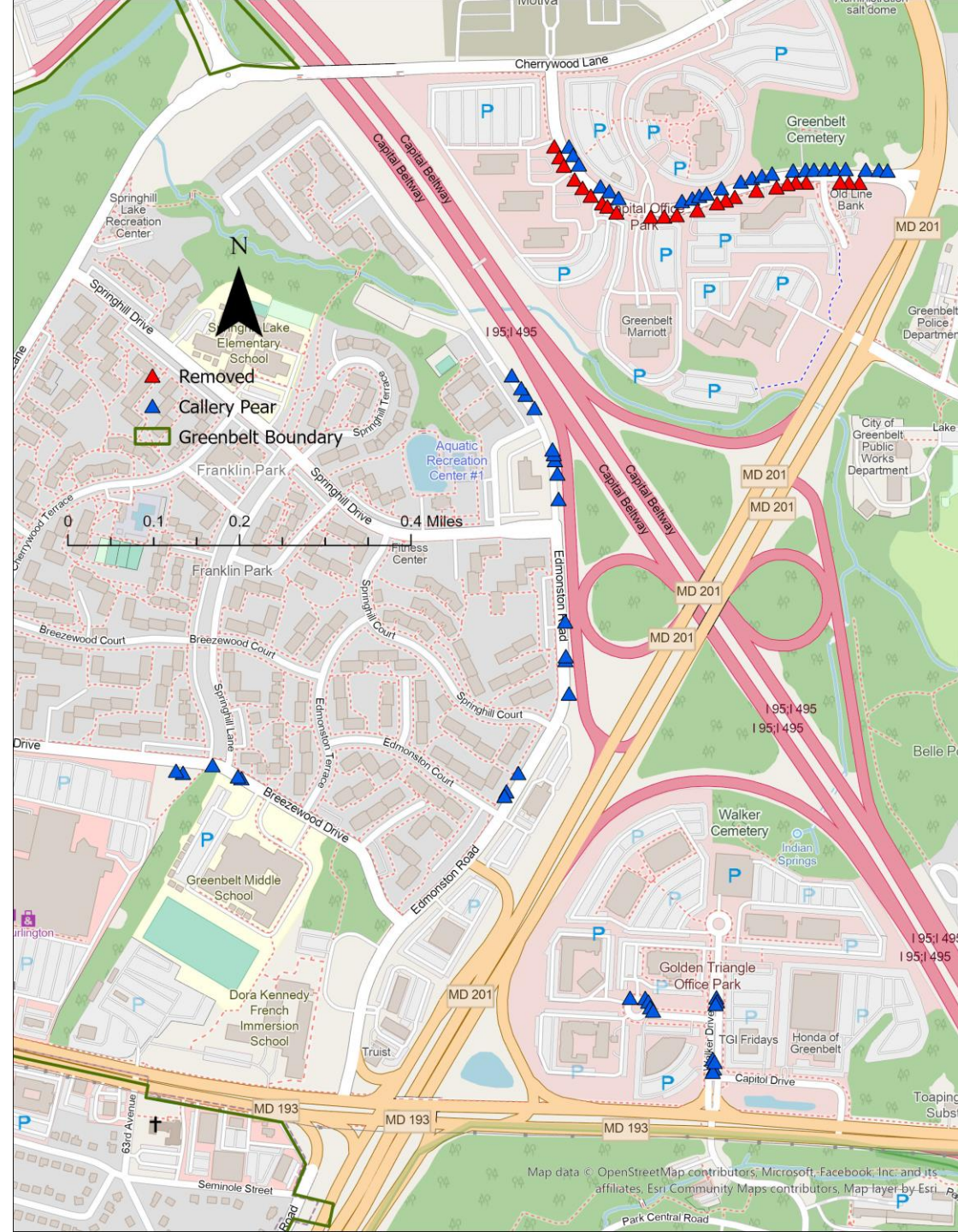


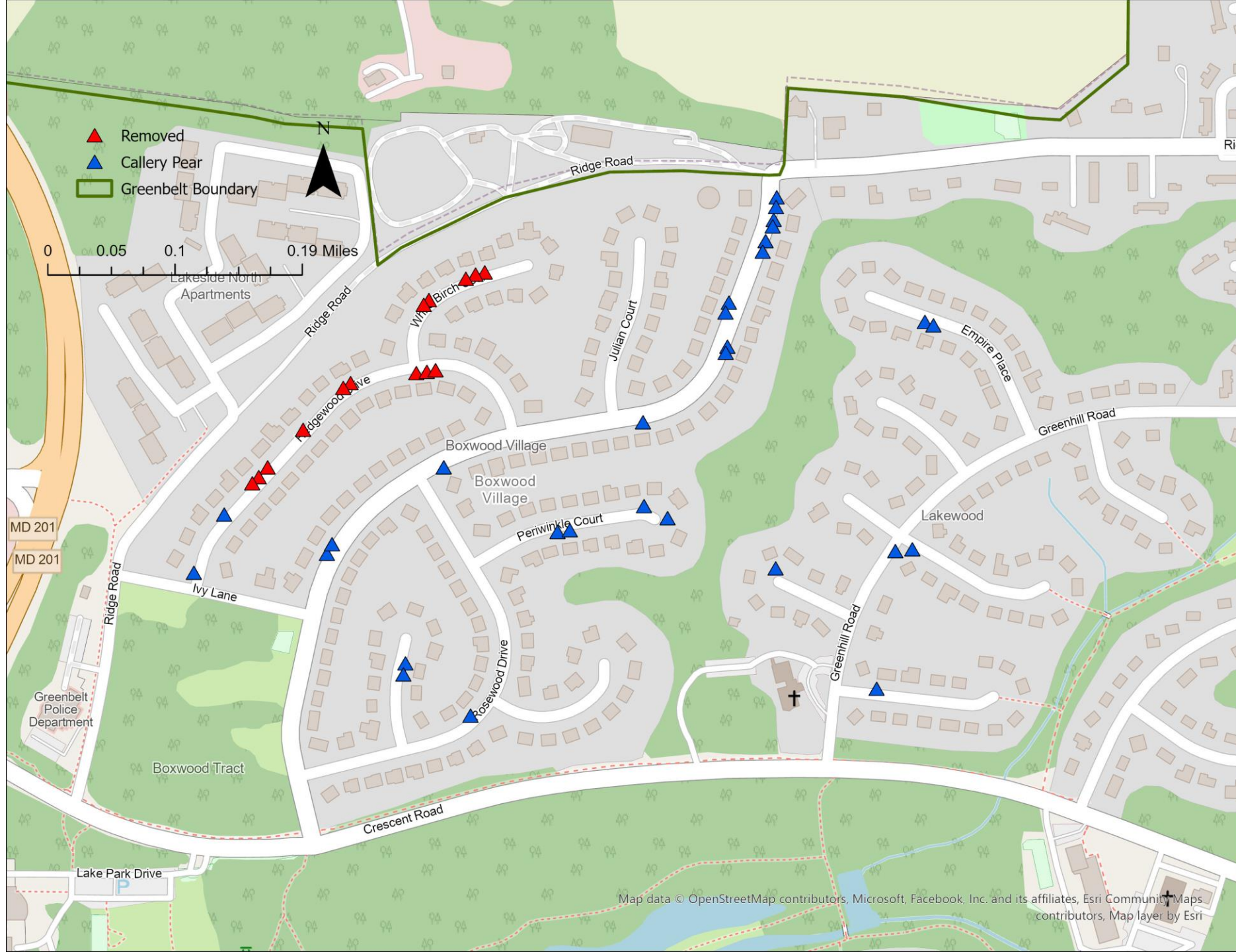


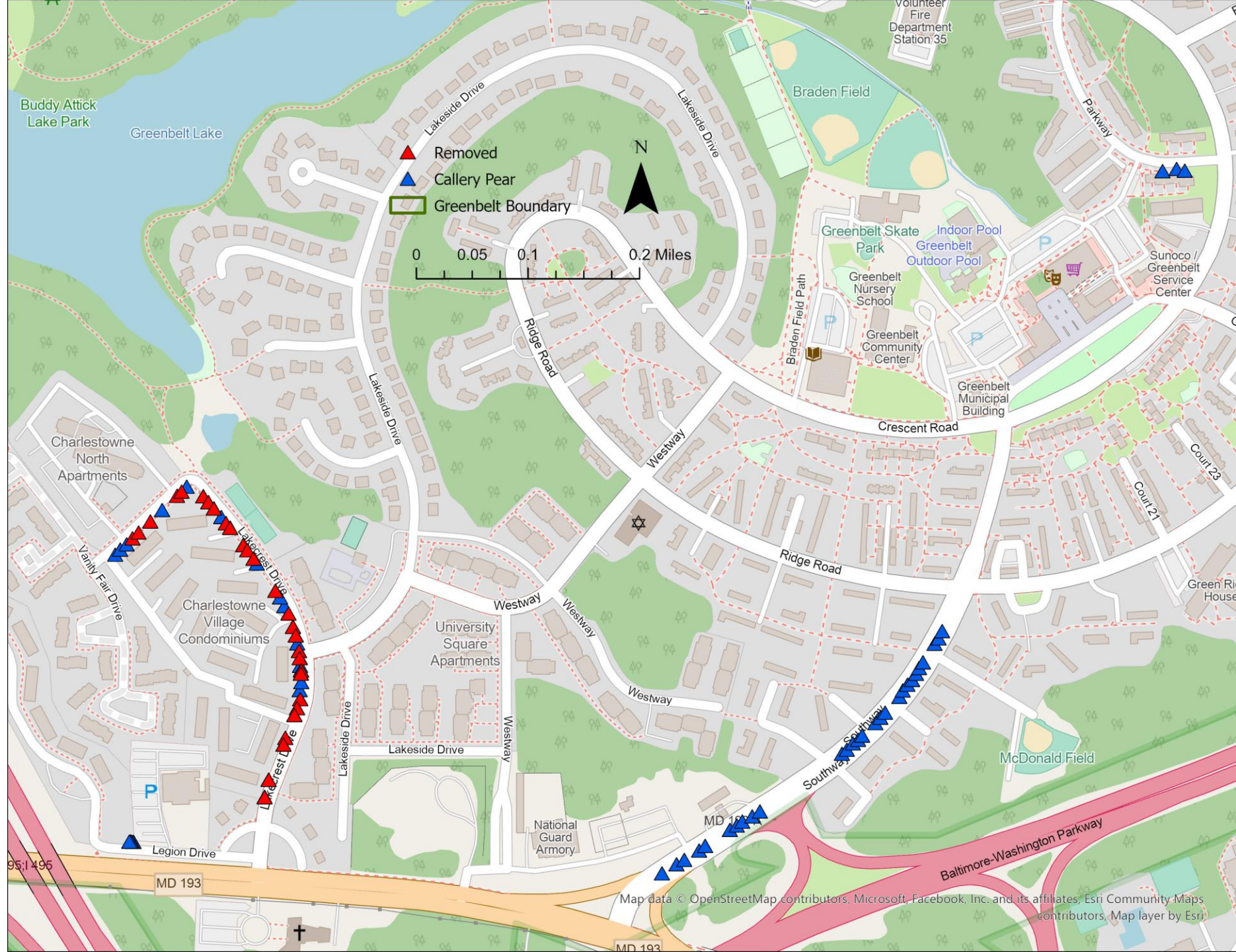


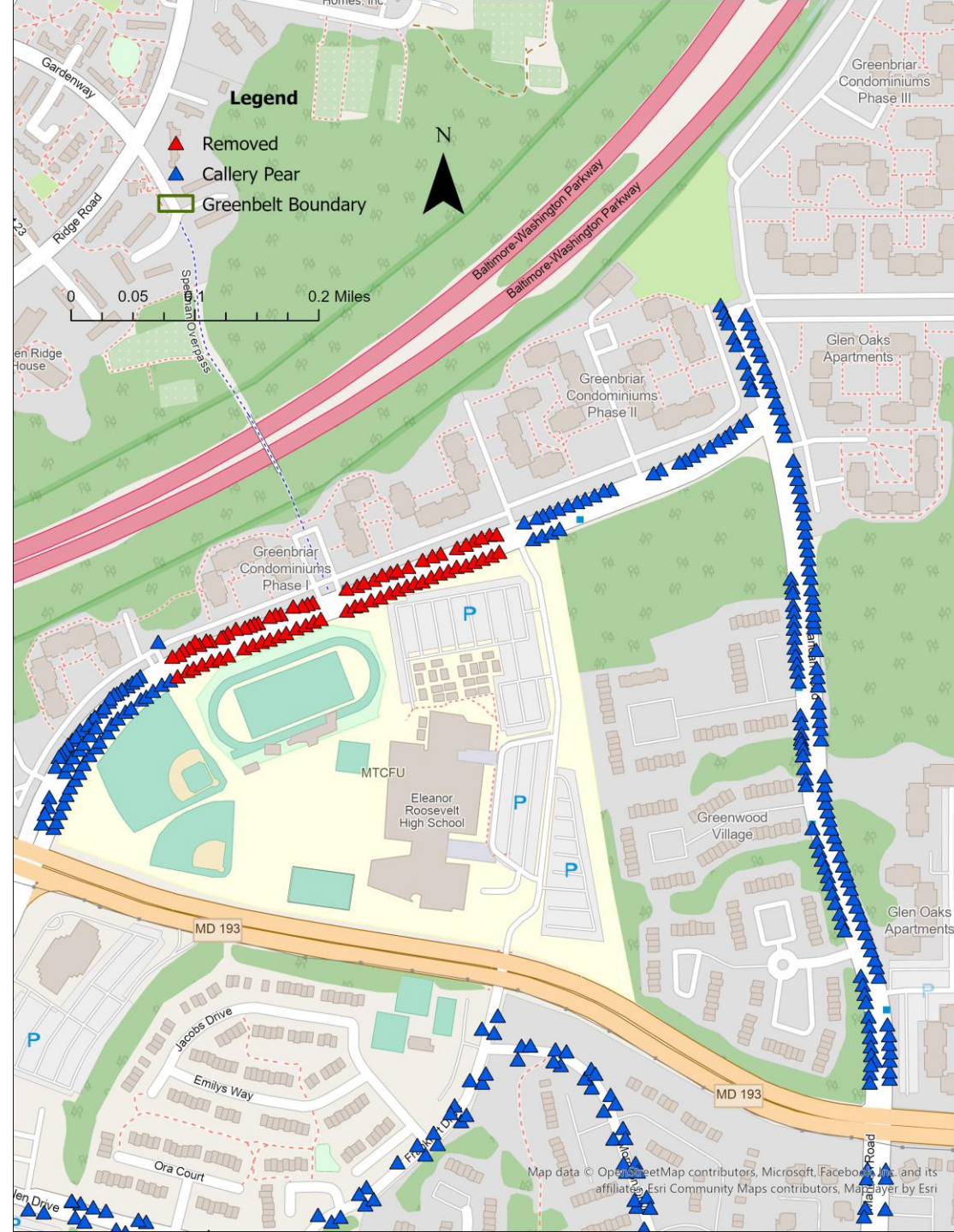
Overview

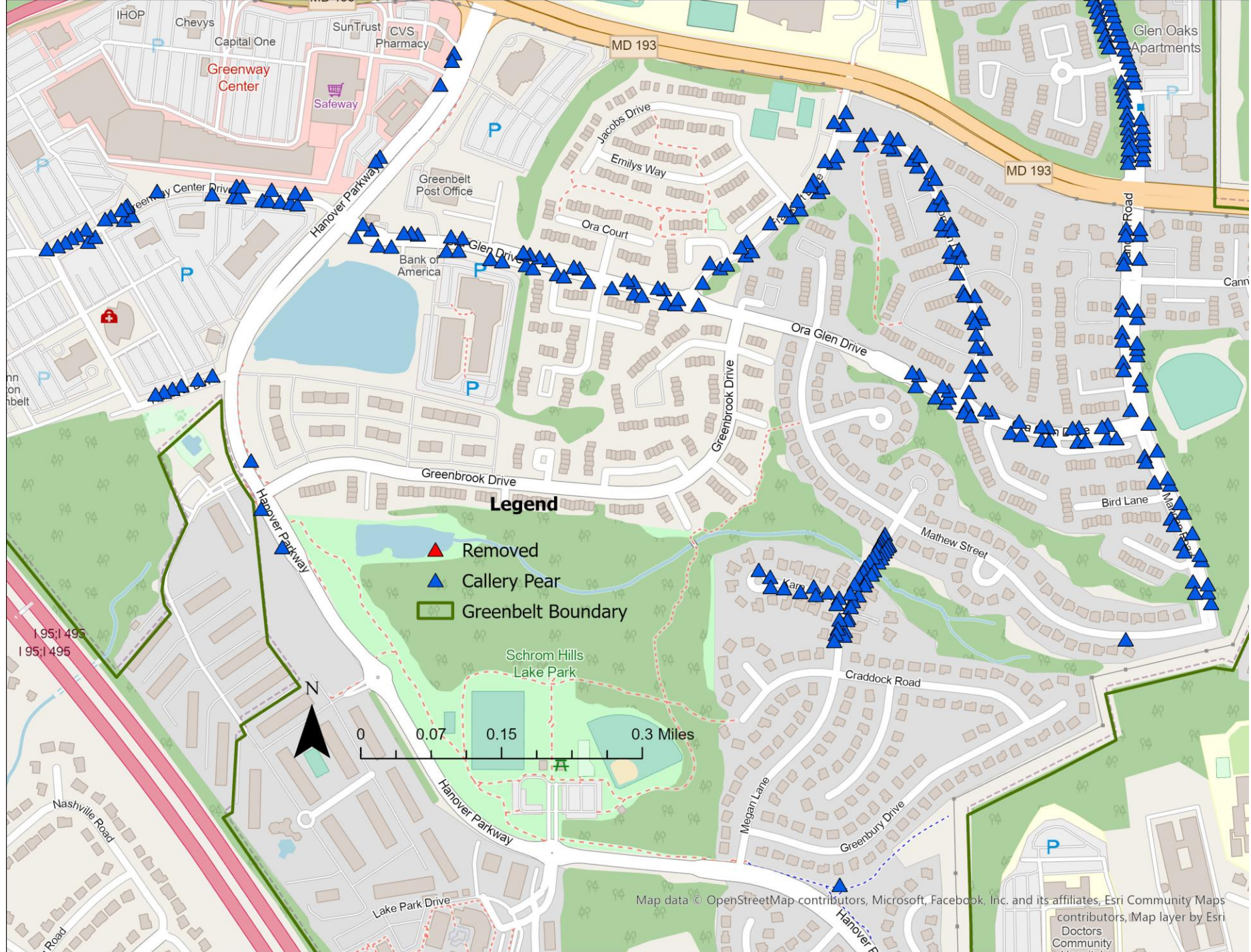












Removal Plan

- 5-year replacement program, 250 trees at an annual cost of \$337,500
- 10-year replacement program, 125 trees at an annual cost of \$168,750
- 15-year replacement program, 83 trees at an annual cost of \$112,050
- 20-year replacement program, 63 trees at an annual cost of \$85,050
- 25-year replacement program, 50 trees at an annual cost of \$67,500



Questions?

Report #2015-1
July 12, 2015

Greenbelt Advisory Committee on Trees – Report to the City Council

Subject: Recommended Trees for Use under Power Lines

The Advisory Committee on Trees (ACT) has been informed that PEPCO is preparing for pruning and removal of trees near overhead power lines. ACT understands that PEPCO will also be replacing the removed trees. Thus, replacement tree possibilities were discussed at the last ACT meeting (June 30, 2015). The final list of recommended tree species (with their cultivar distinctions) is suitable for urban use under power lines (growth rate/ultimate height). These trees are also tolerant of urban street tree conditions (heat, drought, salt tolerance and soil compaction).

Below is a list of species, cultivars, and sources for the ACT-recommended replacement trees:

Acer burgerianum (Trident Maple) – Manor View Farm (MVF)
Acer campestre ‘Queen Elizabeth’ (‘Queen Elizabeth’ Hedge Maple) – Angelica Nursery (AN)
Acer-campestre ‘Panacek’ - (‘Panacek’ Hedge Maple) – Moon Nursery (MN)
Acer ginnala ‘Flame’ (‘Flame’ Amur Maple) – MN, MVF
Chionanthus-retusus (Tree form), salt tolerant – MN
Lagerstroemia ‘Fantasy’ (‘Fantasy’ Crape Myrtle) – Pleasant Run Nursery (PRN)
Lagerstroemia ‘Tuskegee’ (‘Tuskegee’ Crape Myrtle) - PRN, MVF
Lagerstroemia ‘Muskogee’ (‘Muskogee’ Crape Myrtle) - PRN, MVF
Magnolia virginiana ‘Moon Glow’ (‘Moon Glow’ Sweet Bay Magnolia) - PRN, MVF
Magnolia virginiana ‘Green Shadow’ (‘Green Shadow’ Sweet Bay Magnolia) - PRN
Magnolia x loebnerii ‘Dr. Merrill’ (‘Merrill’ Loebner Magnolia) - PRN, MVF, MN
Malus ‘Adams’ (‘Adams’ Flowering Crabapple) – MN
Malus ‘Adirondack’ (‘Adirondack’ Flowering Crabapple) - MN
Malus ‘Centurion’ (‘Centurion’ Flowering Crabapple) - MN
Malus ‘Harvest Gold’ (‘Harvest Gold’ Flowering Crabapple) - MN
Malus ‘Prairie Fire’ (‘Prairie Fire’ Flowering Crabapple) - MN
Malus ‘Purple Prince’ (‘Purple Prince’ Flowering Crabapple) - MN
Parrotia persica (Persian Parrotia) - MN, MVF
Prunus ‘Dream Catcher’ (‘Dream Catcher’ Flowering Cherry) - ?
Prunus x yedoensis (Yoshino Cherry) - MN, MVF
Syringa reticulata ‘Ivory Silk’ (‘Ivory Silk’ Japanese Tree Lilac) - MN, MVF
Ulmus x ‘Frontier’ (‘Frontier’ Elm) - MN

Abbreviations used:

AN – Angelica Nursery, Phone: 410-928-3111
Address: 11129 Locust Grove Road, Kennedyville, MD
MN – Moon Nursery, Phone: 410-755-6600
Address: 145 Moon Road, Chesapeake City, MD
MVF – Manor View Farm, Phone: 410-771-4700
Address: 15601 Manor Road, Monkton, MD
PRN – Pleasant Run Nursery, Phone: 609-259-8585
Address: 93 Ellisdale Road, Allentown, NJ

Report #2016-1
April 5, 2016

Greenbelt Advisory Committee on Trees – Report to the City Council

Subject: Recommended Tree Species appropriate for Greenbelt Parks

The Advisory Committee on Trees (ACT) has produced a list of tree species appropriate for Greenbelt Parks. This list primarily includes native trees. Some exotic trees that do well in our hardiness zone are also on the list.

Below is the list of species and cultivars for the ACT-recommended trees appropriate for Greenbelt Parks:

Acer rubrum (Red Maple) (select cultivars*)
Acer saccharum ‘Flash Fire’ (Flash Fire Sugar Maple)
Aesculus parviflora (Bottlebrush Buckeye)
Amelanchier species (Serviceberry, Shadbush)
Asimina triloba (PawPaw)
Betula nigra (River Birch)
Castanea dentata hybrids (American Chestnut)
Carya species (Hickories)
Catalpa bignonioides (Southern Catalpa)
Cedrus atlantica (Atlas Cedar)
Cedrus deodara (Deodar Cedar)
Cercis canadensis (Eastern Redbud)
Cladrastis lutea (American Yellowwood)
Cornus florida ‘Appalachian Spring’ or other Discula anthracnose resistant cultivars (Flowering Dogwood)
Cornus kousa (Kousa Dogwood)
Cornus alterniflora (Pagoda Dogwood)
Davidia involucrata (Dove Tree)
Diospyros virginiana (Common Persimmon)
Fagus grandifolia (American Beech) (select cultivars*)
Fagus sylvatica (European Beech) (select cultivars*)
Ginkgo biloba (Ginkgo) (select cultivars*)
Gleditsia triacanthos (Honeylocust)
Gymnocladus dioica (Kentucky Coffeetree)
Halesia monticola (Mountain Silverbell)
Hamamelis species and cultivars (Witchhazel)
Ilex opaca ‘Satyr Hill’ and other selections (American Holly)
Ilex x attenuata ‘Foster’s # 2’ (Foster’s #2 Holly)
Ilex pedunculosa (Longstalk Holly)
Maclura pomifera (Osage-orange)
Magnolia soulangeana (Saucer Magnolia)
Magnolia acuminata (Cucumbertree Magnolia) (cultivars and hybrids*)
Magnolia macrophylla (Bigleaf Magnolia)

Magnolia stellata (Star Magnolia)
Magnolia x loebneri ‘Merrill’ (Loebner Magnolia)
Magnolia grandiflora (Southern Magnolia)
Magnolia x ‘Maryland’ (Maryland Magnolia)
Magnolia virginiana (Sweetbay Magnolia)
Magnolia species and cultivars*
Malus species/cultivars (Crabapples) (select cultivars* for disease resistance, see list of small trees appropriate for use under power lines)
Metasequoia glptostroboides (Dawn Redwood)
Morus rubra (Red Mulberry)
Nyssa sylvatica (Tupelo) (select cultivars only*)
Ostrya virginiana (American Hophornbeam, Ironwood)
Oxydendrum arboreum (Sourwood)
Parrotia persica (Persian Parrotia, Persian Ironwood)
Picea omorika (Serbian Spruce)
Picea abies (Norway Spruce)
Pinus echinata (Shortleaf Pine)
Pinus taeda (Loblolly Pine)
Pinus australis (Longleaf Pine)
Pinus bungeana (Lacebark Pine)
Plantanus x acerifolia (London Planetree) (select cultivars*)
Pistachia chinensis (Pistachio)
Prunus species/cultivars (Flowering Cherries) (select cultivars* for disease resistance, see list of small trees appropriate for use under power lines)
Quercus acutissima (Sawtooth Oak)
Quercus alba (White Oak)
Quercus bicolor (Swamp Oak)
Quercus macrocarpa ‘Urban Pinnacle’ (Mossycup Oak)
Quercus phellos (Willow Oak)
Sophora japonica (Japanese Pagoda Tree, Scholar Tree)
Stewartia species (Stewartias)
Styrax japonica (Japanese Snowbell)
Styrax obassia (Fragrant Snowbell)
Taxodium distichum (Bald Cypress) (select cultivars*)
Tilia americana (Basswood)
Thuja occidentalis (White Cedar)
Thuja plicata (Western Arborvitae)
Thujopsis dolobrata (Hiba Arborvitae)
Ulmus americana (American Elm) (select disease and insect resistant cultivars and hybrids*)
Zelkova serrata (Japanese Zelkova) (select cultivars*)

*Cultivar selection takes into account disease and pest resistance as well as growth habit and other ornamental attributes. This is a dynamic area of research and new cultivars become available over a period of time.

ACT Report #2022-1
September 20, 2022

Greenbelt Advisory Committee on Trees – Report to the City Council

Subject: Recommended Tree Species appropriate to Plant near Streets

The Advisory Committee on Trees (ACT) has produced a list of tree species appropriate to plant near streets. This list primarily includes native trees. Some exotic trees that do well in our hardiness zone are also on the list.

Below is the list of species and cultivars for the ACT-recommended trees appropriate to plant near streets:

Acer burgerianum (Trident Maple)
Acer campestre ‘Queen Elizabeth’ (‘Queen Elizabeth’ Hedge Maple)
Acer-campestre ‘Panacek’- (‘Panacek’ Hedge Maple)
Acer ginnala ‘Flame’ (‘Flame’ Amur Maple)
Acer rubrum (Red Maple) (select cultivars*)
Acer saccharum ‘Flash Fire’ (Flash Fire Sugar Maple)
Acer truncatum (Shantung Maple)
Amelanchier species (Serviceberry, Shadbush)
Carya species (Hickories)
Cercis canadensis (Eastern Redbud)
Fagus sylvatica (European Beech) (select cultivars*)
Ginkgo biloba (Ginkgo, male tree only) (select cultivars*)
Gleditsia triacanthos (Honeylocust)
Lagerstroemia ‘Fantasy’ (‘Fantasy’ Crape Myrtle)
Lagerstroemia ‘Tuskegee’ (‘Tuskegee’ Crape Myrtle)
Lagerstroemia ‘Muskogee’ (‘Muskogee’ Crape Myrtle)
Magnolia virginiana (‘Moon Glow’ & ‘Green Shadow’ Sweetbay Magnolia)
Malus ‘Adirondack’ (‘Adirondack’ Flowering Crabapple)
Malus ‘Centurion’ (‘Centurion’ Flowering Crabapple)
Malus ‘Harvest Gold’ (‘Harvest Gold’ Flowering Crabapple)
Malus ‘Prairie Fire’ (‘Prairie Fire’ Flowering Crabapple)
Malus ‘Purple Prince’ (‘Purple Prince’ Flowering Crabapple)
Nyssa sylvatica (Tupelo) (select cultivars only*)
Parrotia persica (Persian Parrotia, Persian Ironwood)
Plantanus x acerifolia (London Planetree) (select cultivars*)
Pistachia chinensis (Pistachio)
Prunus ‘Dream Catcher’ (‘Dream Catcher’ Flowering Cherry)
Prunus x yedoensis (Yoshino Cherry)
Quercus acutissima (Sawtooth Oak)
Quercus alba (White Oak)
Quercus bicolor (Swamp Oak)
Quercus macrocarpa ‘Urban Pinnacle’ (Mossycup Oak)

Quercus phellos (Willow Oak)
Sophora japonica (Japanese Pagoda Tree, Scholar Tree)
Syringa reticulata 'Ivory Silk' ('Ivory Silk' Japanese Tree Lilac)
Tilia americana (Basswood)
Ulmus americana (American Elm) (select disease and insect resistant cultivars and hybrids*)
Ulmus x 'Frontier' ('Frontier' Elm)
Ulmus parvifolia (Lacebark Elm)
Zelkova serrata (Japanese Zelkova) (select cultivars*)

*Cultivar selection takes into account disease and pest resistance as well as growth habit and other ornamental attributes. This is a dynamic area of research and new cultivars become available over a period of time.

City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS (120 minutes - 8:45 - 10:45 pm)

Subject:

HVAC Equipment Replacement at Springhill Lake Recreation Center

Suggested Action:

Reference:

Memorandum, B. Kim, 12/04/2023

Densel Company Proposal

The existing rooftop unit, approximately 17/18 years old and has a useful life of 15 years, serves a significant area of the Springhill Lake Recreation Center operations.

For several months, the DPW Facilities Maintenance Crew has been experiencing issues with the packaged rooftop unit currently servicing Springhill Lake Recreation Center and, more specifically, the unit servicing the reception, office, and lobby areas. Most recently, the unit's ability to produce heat failed several times to produce cooling during the most recent summer months. Currently, the unit will produce heat; however, the unit cannot provide cooling.

Public Works has identified Densel Company, a well-known HVAC contractor that has been servicing many of our HVAC maintenance contracts throughout various buildings/facilities within the City for the last eight years, as the best way forward. Densel Company is located in Gaithersburg, Maryland, Montgomery County.

Staff recommends that the Council approve the purchase of the new rooftop unit for Densel Company 7640-A Airpark Road, Gaithersburg, Maryland 20879, for a total project cost of \$54,720.45.

Council approval is requested.

Attachments:

[23.12.04_Memo_Council_SLRC_HVAC_RTU.pdf](#)



Date: 04-December-2023

To: Mr. Josué Salmerón, City Manager

From: Brian Kim, Assistant Director of Public Works - Operations

Re: **Springhill Lake Recreation Center**

SUBJ.: **HVAC Packaged Roof Top Unit (RTU) – 10 Ton Unit**

Summary:

For the last several months DPW Facilities Maintenance Crew has been experiencing issues with the packaged roof top unit currently servicing Springhill Lake Recreation Center and more specifically unit servicing the reception, office, and lobby areas. Most recently the ability for the unit to produce heat and failing several times to produce cooling during the most recent summer months. At this time, the unit will produce heat however the unit does not have the ability to provide cooling.

Project Details:

The existing RTU is approximately 17/18 years old and has a useful life (EUL) of 15 years. As stated, the unit serves a major area of the SLRC operations. The project includes the replacement of one (1) 10 Ton roof top unit. To include any and all equipment, material, and labor.

In order to maintain continuity of services to building critical systems we are asking for a waiver of the formal RFP process as lead times to secure equipment currently stand at 15 weeks. Any additional time added to the procurement process would negatively impact the construction schedule and affect our ability to meet target completion milestone – summer/next cooling season.

Public Works has identified Densel Company, a well-known HVAC contractor that has been servicing many of our HVAC maintenance contracts throughout various building/facilities within the City for the last eight years as the best way forward. Densel Company is located in Gaithersburg Maryland, Montgomery County.



Attachments:

- < 6101 Cherrywood Lane One (1) 10 tons Carrier Rooftop Unit Replacement>: Densel Proposal

CONTRACTOR	PROPOSAL PRICE	NOTES
Densel Company	\$47,583.00	
Contingency 15%	\$7,137.45	Unforeseen site conditions
TOTAL:	\$54,720.45	

Recommendation:

Staff recommends Council approve the purchase of the new roof top units (RTU) to Densel Company 7640-A Airpark Road, Gaithersburg Maryland 20879 for a total project cost of \$54,720.45.

November 29, 2023

Mr. Brian Kim, Assistant Director of Public Works
City of Greenbelt
555 Crescent Road
Greenbelt, Maryland 20770

Re: City of Greenbelt; 6101 Cherrywood Lane; One (1) 10 Tons Carrier Rooftop Unit Replacement

We are pleased to quote labor and materials to replace one (1) 10 tons Carrier rooftop unit located at the Recreational Center, 6101 Cherrywood Lane. To include the following:

1. Provide trade permits and inspections.
2. Recover refrigerant and oil per current EPA guidelines and properly dispose of it.
3. Disconnect power, controls and ductwork to the old rooftop unit.
4. Provide a crane, manpower and supervision to rig out, remove the old rooftop unit and its associated adapter curb and properly dispose of them.
5. Set one (1) new Trane nominal 10 tons rooftop unit to include the following:
 - a) Standard Efficiency, Medium Gas Heat.
 - b) 460 Volt-3ph-60hertz.
 - c) Base Electro-mechanical Controls
 - d) Downflow Economizer with barometric relief damper.
 - e) Stainless steel heat exchanger.
 - f) Flue gas adapter for vertical flue gas venting.
 - g) Thermostat
 - h) Trane adapter curb. (The original base curb and this adapter curb will be in place).
 - i) Provide and install an adapter curb to set the new RTU unit.
6. Reconnect existing gas line using one (1) outdoor rated gas regulator.
7. Reconnect power wiring to the new unit using new safety disconnect.
8. Tie in the existing return and supply duct work modify as necessary to accommodate the new unit's footprint.
9. Reuse existing low voltage wiring and provide a new thermostat for temperature control.
10. Start-up unit, make adjustment as necessary and check for proper operation.
11. Clean the job site of any debris we create.
12. Provide operational and maintenance manuals to customer.
13. Provide a one (1) year warranty on materials we furnish and Densel Company workmanship. Provide the manufacturer's warranty on the new equipment.
14. Provide the manufacturer's warranty on the new equipment.

November 29, 2023

Mr. Brian Kim, Assistant Director of Public Works

Page | 2

Re: City of Greenbelt; 6101 Cherrywood Lane; One (1) 10 Tons Carrier Rooftop Unit Replacement

Items not included;

- Premium Time Labor.
- Air balancing is not included.
- Items not specifically listed in the scope of work.
- Roof work, none anticipated.
- EMS energy management system.

We are pleased to offer our price of **Forty-Seven Thousand Five Hundred Eighty-Six Dollars (\$47,586.00)**. Upon approval of this proposal a 15% deposit will be invoiced. Payment is due upon receipt of this invoice.

Please indicate your acceptance of the terms of this Service Contract by signing where indicated below.

Please see pages 1 and 2 of the attached Terms and Conditions which are incorporated by reference into this Service Contract.

The undersigned hereby accepts the terms outlined in this Service Contract as well as pages 1 and 2 of the attached Terms and Conditions:

Accepted by:

City of Greenbelt

Densel Company

By: _____

By: Margin Medrano

Print Name: _____

Margin Medrano

Title: _____

Title: Vice President of Construction Division

Date: _____

Date: November 29, 2023

Terms and Conditions – Page 1 of 2

The following terms and conditions are incorporated by reference into and shall be considered a material part of the attached Service Contract between the customer referenced therein ("Customer") and Densel Company. If any of the terms of the Service Contract conflict with the terms of this document, the terms of this document shall be deemed controlling.

Densel Company shall have no liability with respect to any damage to any equipment installed pursuant to the Service Agreement except in the event its gross negligence in installing such equipment.

Except as otherwise expressly provided in the Service Contract Densel Company is not responsible for any of the following: (i) alterations required by insurance companies, governmental agencies or other authorities; (ii) repairs or additional services necessitated by improper operation of the equipment, misuse of the equipment or damage to the system from electrolytic action, vibration, corrosion or other cause beyond Densel Company's control; (iii) moving building furnishings or contents required to access to the work area. If the Customer requests that Densel Company provide any additional work not provided for expressly in the Service Agreement Densel Company shall have the right to charge an additional amount for such services.

Customer warrants that the premises at which Densel Company will be performing services are free of asbestos or any other hazardous materials. Anything contained in the Service Agreement to the contrary notwithstanding, Densel Company is not responsible for the identification, detection, encapsulating or removal of asbestos, or products or materials containing asbestos or any other hazardous substances or materials. In the event Densel Company encounters any materials it considers to be hazardous, it shall have the right to discontinue work and remove its employees from the premises. Work will be suspended until such materials, and any hazards connected therewith, are abated, encapsulated or removed and/or it is determined that no hazard remains, all to the satisfaction of Densel Company. Densel Company shall receive additional time to complete the contract work and compensation for delays encountered as a result thereof.

Densel Company makes no representations regarding indoor air quality and is not responsible for any cost, liability or expense in any way related to the growth of mold or other organisms. The Customer shall and does hereby hold harmless and indemnify the Contractor from all claims, cost or liability whatsoever, including claims of tenants and occupants, arising from or related in any way to indoor air quality for any reason whatsoever.

The price stated in the Service Contract is exclusive of any present or future federal, state, local or municipal sales, excise or other tax payable on account of the transactions contemplated by the Service Contract. If laws or regulations require the company to collect such a tax, it shall be paid by the Customer in addition to the prices quoted in the contract agreement.

Densel Company is not liable for any of the following: (i) damages in any way related to claims for prospective profits or special indirect or consequential damages; (ii) injuries to persons or damage to property resulting from causes other than the gross negligence of Densel Company; (iii) loss or damage due to delays resulting from events beyond the control of Densel Company including, but not limited to, delivery delays, labor troubles, including strike or other work stoppage or delay, fire or flood; or (iv) expenses related to moving, replacing or finishing any part of the building structure required as a result of the transactions contemplated in the Service Contract. Customer shall and does hereby indemnify and hold Densel Company harmless from and against any and all costs, liability or expense in any way related to the services, equipment and materials to be provided under this Service Contract except to the extent that any such cost, liability or expense is related solely to the negligence of Densel Company.

Customer hereby assigns all of its right, title and interest in any replaced equipment to Densel Company and Densel Company reserves the right to the salvage value of any such materials or equipment replaced under this Service Agreement. Customer shall not be entitled to a credit for the value of any such salvaged equipment.

Terms and Conditions – Page 2 of 2

All work provided for in this Service Agreement will be completed in a workmanlike manner in accordance with standard practices. Densel Company warrants its labor for ninety (90) days unless otherwise specified in writing. Warranty will commence on the first day of beneficial use. Densel Company makes no representations or warranty with respect to any equipment, parts and materials purchased by Customer and any and all warranties on equipment, parts and materials purchased by Customer will be limited to the warranty provided by the equipment manufacturer(s). In the event that Customer or any third party make additions, repairs or modifications to any equipment or parts installed by Densel Company or to any mechanical system of which such equipment or parts are a part, any warranties otherwise provide for herein may be terminated at the discretion of Densel Company. Warranty repairs which are the responsibility of Densel Company, including troubleshooting labor, will be performed by Densel Company during normal business hours, Monday through Friday, unless the difference in cost between regular time rates and overtime rates is authorized for payment by the Customer.

Title to any equipment/material purchased in accordance with the Service Contract will not transfer to Customer until full payments for such has been received. If the payment is not made as agreed, Densel Company has the right to remove the equipment/material and Customer shall and does hereby hold Densel Company harmless from and against any and all cost, liability or expense in any way related to the removal of the equipment/material. Time shall be of the essence of this Service Contract for purposes of Customer payment deadlines. Customer may be required to submit credit card information before Densel Company begins any work under the Service Contract.

All payments for services rendered and materials purchased are due upon receipt of an invoice and Customer agrees to pay a late fee equal to ten percent (10%) of the overdue amount for any payment not received within ten (10) days of the invoice date. In addition, interest at the rate of one and one-half percent (1-1/2%) per month shall accrue on any payment not received within 30 days of the invoice date. In the event that Densel Company shall retain the services of any attorney to collect amounts due hereunder Customer shall pay all of Densel Company's legal fees and expenses incurred.

Any disputes under this Agreement shall be governed by Maryland law, without regard to law principles. In addition, the parties agree to submit to the personal jurisdiction of the State of Maryland, and the District and Circuit Courts for Montgomery County in particular, in connection with any disagreement or litigation arising out of, or in connection with, this Agreement. In any dispute hereunder, the prevailing party's legal fees and expenses shall be paid by the non-prevailing party.

Customer agrees not to hire any employees or contractors of Densel Company for a period of one (1) year after the performance of any services provided for in the Service Contract and Customer agrees that if any employee or contractor of Densel Company accepts employment with the Customer at any time while Densel Company is performing under the Service Contract or within one (1) year of the completion thereof, the Customer shall pay Densel, as liquidated damages and not as a penalty, an amount equal to fifty percent (50%) of the higher of (i) the compensation paid by Densel Company to such employee or contractor during the twelve (12) months immediately prior to the date of his or her termination of employment or (ii) the annual compensation payable to the employee (annualized if such employee is paid on an hourly basis) as of the date of the termination of employment. The parties agree that the damages suffered by Densel Company for the breach by Customer of its promise not to hire its employees/contractors would be difficult to determine and that the damages provided for herein are intended to be the parties best estimate of such damages.

City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS (120 minutes - 8:45 - 10:45 pm)

Subject:

Reparation Commission Consultant Contract

Suggested Action:

Reference: Reparations Contract imPACT Educational Consulting

Memo - Greenbelt Reparations Commission - Nov. 27, 2023

imPACT RFP

The City's current budget includes \$30,000 to support the work of the Reparations Commission. The 21-member Commission needed to prioritize the work and develop a strategy on how to work together and to meet its goals. There is consensus on the Commission that the use of an outside consultant will speed up the work of the Commission by clarifying goals, methods of achieving goals and operating principles to guide deliberations.

In April, the Commission decided to find a consultant to help focus the work of the Commission. The Facilitation Subcommittee (FS) was created to carry out the RFP process and make recommendations to the full Commission. An RFP was developed in coordination with the Interim City Manager to solicit proposals for a consultant to help the Commission get organized, clarify goals, and develop a strategy to meet those goals. The subcommittee identified the skills and experience a consultant would need, which included having familiarity with reparations work, experience with diversity, equity, and inclusion, and facilitation skills to lead a retreat for the Commission. The RFP was posted in late June and closed August 11.

The Commission received 13 proposals, which ranged from \$15k to over \$1 million. While there was no budget listed in the RFP, candidates were notified that the budget range was expected to be around \$15k but that a bigger budget would be considered depending on the type of work that was presented. The Facilitation Subcommittee reviewed 13 proposals and narrowed the pool down to three candidates who were interviewed initially by the Subcommittee and then by the whole Commission.

The Subcommittee and Commission agreed in deliberations that two of the firms, imPACT Educational Consulting LLC and Habitus Incorporated better met the facilitation and start-up requirements. The third firm brought a long history in reparations work and is a possible resource as the process moves forward.

The Commission is recommending imPACT Educational Consulting because of their expertise, location and cost. Based on the discussion above, it is the Commission and staff recommendation that Council accepts the proposal of imPACT Educational Consulting to provide facilitation and planning professional services to the Reparations Commission at a cost not to exceed \$16,000 (with a base contract of \$12,000 and up to \$4,000 of additional cost with approval of the Commission and City Manager plus agreed upon expenses not to exceed \$500.

Attachments:

[Reparations Contract imPACT Educational Consulting v3 11-21-23.pdf](#)

[Recommendation Memo Reparations Commission final submitted 11-15-23.pdf](#)

[Impact FINAL Greenbelt Reparations Commission RFP FINAL.pdf](#)

CONTRACT

THIS AGREEMENT is entered into this ____ day of May 2023, by the City of Greenbelt, a municipal corporation of the State of Maryland, (“City”) and impact Educational Consulting, LLC., a Maryland, (“Contractor”) with offices at address, city, state zip.

In consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Services Provided: The Contractor shall provide the following services for the City via the City’s Reparations Commission: Organizational recommendations and goal setting, described in the “Scope of Project” and the City of Greenbelt RFP Packet attached hereto as Exhibit A (“the Services”).

Contractor agrees to adhere to the schedule and budget as presented in their proposal (attached) and to perform the work as identified in the attachment. Contractor further acknowledges that the City retains the right to reduce the scope of the Services herein contracted for in order to accomplish the project within the City’s established budget and schedule. It is understood by the parties hereto that time is of the essence in the completion of this contract.

Contractor hereby agrees to furnish any and all equipment needed to perform the Services (“Contractor’s Equipment”).

2. Fees: The City hereby agrees to pay the Contractor as full consideration for the Contractor’s satisfactory performance of its obligations under this Agreement a sum not to exceed Sixteen-thousand Dollars (\$16,000). Of this amount, twelve-thousand Dollars (\$12,000) will cover the first phase of the project. Additional services, if approved by both the Reparations Commission and City Manager, can encompass up to the remaining four-thousand Dollars (\$4,000). Invoices are payable in the following manner: upon submission of a monthly invoice based upon the percentage of the Services complete, as approved by the

Project Manager. Partial billings may be approved at the sole discretion of the City. Invoices shall be submitted monthly based on work performed in that month.

3. Binding Effect of Agreement: This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

4. Other Payments, Taxes, Expenses: Except as may be specifically agreed upon by the parties in writing, the Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided hereunder. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees. Any reimbursable fees or costs related to printing, delivery or rendering must be approved by the City in advance.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that the Contractor is an independent contractor of the City and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expenses whatsoever.

In the event that the Contractor is deemed not to be an independent contractor by any local, state or federal government agency, the Contractor agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including but not limited to, attorneys' fees, incurred thereby.

5. Insurance: Contractor covenants to maintain all applicable insurance in such amounts and form as are determined from time to time to be appropriate. Contractor further agrees to provide evidence of such insurance upon signing this Agreement. The Certificates of Insurance shall be on an occurrences basis and shall either (a) provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage or (b) provide that the City shall be given such notice of the cancellation of, intention not to renew, or material change in the coverage as is required by the terms of the Contractor's policy or policies of insurance, and provide copies of the relevant policies to the City with the Certificates. **All insurance shall include completed operations**

and contractual liability coverage, and must name the City as an additional insured, not just a certificate holder.

PROVISION OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE CONTRACTOR IN THE CONTRACT AWARDED, OR FOR WHICH THE CONTRACTOR MAY BE LIABLE BY LAW OR OTHERWISE.

A. Workers' Compensation Insurance: Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation Insurance and must submit an insurance certificate as proof of coverage prior to contract approval.

B. Comprehensive General Liability Insurance: Contractor shall provide general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to contract approval:

1. **Personal injury liability** insurance with a limit of **\$1,000,000.00** for each occurrence and **\$1,000,000.00** aggregate, where insurance aggregates apply:
2. **Property damage liability** insurance with limits of **\$250,000.00** for each occurrence and **\$500,000.00** aggregate, where aggregates apply. Property damage insurance shall specifically include explosion, collapse, and underground damage (X, C, U).
3. **Automobile Liability Insurance.** Motor vehicle insurance meets the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:
 - (a) Bodily injury liability with limits of \$500,000.00 each person and \$1,000,000.00 each accident;
 - (b) Property damage liability with a limit of \$100,000 for each accident.
4. **Professional liability insurance** (errors and omission insurance) shall be required in the amount of one million dollars (\$1,000,000.00).

6. Doing Business in Maryland: Contractor warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated

Code, Corps. & Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.

7. Compliance with Laws: Contractor shall, without any additional expense to the City, be responsible for complying with any and all applicable laws, codes and regulations in connection with the services provided by the Contractor, including but not limited to obtaining any licenses required by the Contractor to perform the services herein contracted for.

8. Indemnification: Contractor hereby acknowledges and agrees that the Contractor shall be responsible for and indemnify, defend and hold the City harmless against any and all claims for loss, personal injury and/or damage that may be suffered as a result of the Contractor's negligence or willful misconduct in the Contractor's performance of the services herein contracted for or for any failure of the materials supplied under this contract or for any failure by the Contractor to perform the obligations of this Agreement, including but not limited to, attorneys' fees and any cost incurred by the City in defending any such claim. Contractor shall be responsible for and shall indemnify and hold the City harmless against any claim for loss, howsoever arising or incurred, for damage that may occur to Contractor's property or property of third parties that is being stored at the construction site and/or maintained/used by the Contractor in delivery of the services the Contractor is providing.

9. Not Assignable: The Contractor shall not assign or transfer any interest or claim under this Agreement beyond those subcontractors identified in the Contractor's proposal except as may be agreed upon and authorized in writing by the City and no contract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the prior approval of the City.

10. Relief: In the event of a breach or a threatened breach by the Contractor of any provision of the Agreement, the Contractor recognizes the substantial and immediate harm that a breach or threatened breach will impose upon the City, and further recognizes that in such event monetary damages will be inadequate to fully protect the City. Accordingly, in the event of a breach or threatened breach of this Agreement, the Contractor consents to the City's entitlement to such ex parte, preliminary, interlocutory, temporary or permanent injunctive relief, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Contractor from further breaching any of his obligations set forth herein. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies

available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from the Contractor.

11. City's Right to Terminate: The services herein contracted for may be terminated immediately by the City upon written notice in whole or in part, when the City, in its sole and absolute discretion, determines such action to be in its best interests and shall be terminated whenever adequate funds have not been appropriated by the City Council in the annual budget for the purpose set forth herein. The Contractor is advised that the City does not guarantee the appropriation of funds for any subsequent fiscal year (beginning July 1). Upon such termination, the City shall be liable to the Contractor only for payment for services actually provided prior to the effective date of the termination.

12. Entire Understanding: This Agreement, along with Contractor's formal proposal and any exhibits thereto submitted to the City, contain the entire understanding between the parties, and supersedes all prior or contemporaneous proposals, agreements, representations, and understandings, whether written or oral, with respect to the subject matter. Any additions or modifications hereto may only be made in writing that explicitly refers to the amendment of this Agreement, executed by both parties.

13. Applicable Law: This Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for remedy for breach hereof shall be brought exclusively in the courts of the State of Maryland for Prince George's County and the parties expressly consent to the jurisdiction thereof and waive any right that they may otherwise have to bring, transfer or remove such suit in or to the courts of any other jurisdiction.

14. Conflict of Interest: The person executing this Agreement on behalf of the Contractor certifies that he understands the provisions of the City Charter and Code dealing with conflicts of interest and the prohibition of the solicitation or acceptance of gifts.

15. Set-Off: In the event that the Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed the Contractor against any compensation due to Contractor for the provision of the Services.

16. Severability: If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby,

and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

17. Record Retention, Audits and Inspections: The Contractor shall:

- A. Retain all financial and programmatic records for a period of three (3) years from the date of issuance of final payment hereunder.
- B. Permit the City to have access to any and all records, including all subcontracts covered by this Agreement for the purpose of making audits, examinations, reproductions, excerpts, and transcripts. Access shall be available at any time during normal business hours and as often as deemed necessary by the City.

18. Livable Wage. All contractors are encouraged to pay a living wage. Any vendor that has a contract(s) valued at \$50,000 or more with the City shall also be required to pay a Living Wage in accordance with State law. The contractor is responsible to check with the State Division of Labor and Industry, or other appropriate agency, to determine the appropriate wage rate. Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area.

19. Miscellaneous.

- (a) No waiver by a party of any breach shall be effective unless in writing, and no waiver shall be construed as a waiver of any succeeding breach, whether or not of the same or a different term or condition;
- (b) This Agreement shall be construed as to its fair meaning and not strictly for or against either party.
- (c) The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.
- (d) Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

IN WITNESS WHEREOF, on the date hereinabove set forth, the parties hereto have executed this Agreement in two duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

WITNESS:

imPACT Educational Consulting, LLC.

BY:

Signature of Person Authorized to Sign

Typed Name/Title of Signatory

Federal I.D. Number: _____

Full Name of Contractor

Telephone Number: _____

Address

DRAFT

FAX Number:

City State Zip Code
Email: _____

WITNESS:

CITY OF GREENBELT

BY: _____
CITY MANAGER

EXHIBIT A

See attached imPACT proposal

CITY OF GREENBELT, MARYLAND

REPARATIONS COMMISSION

25 CRESCENT ROAD, GREENBELT, MD. 20770



MEMORANDUM

To: Josué Salmerón, City Manager

From: Greenbelt Reparations Commission

Date: November 27, 2023

RE: Recommendation for Facilitation Consultant for the Greenbelt Reparations Commission

The City's current budget includes \$30,000 to support the work of the Reparations Commission. The 21-member Commission needed to prioritize the work and develop a strategy on how to work together and to meet its goals. There is consensus on the Commission that the use of an outside consultant will speed up the work of the Commission by clarifying goals, methods of achieving goals and operating principles to guide deliberations.

In April, the Commission decided to find a consultant to help focus the work of the Commission. The Facilitation Subcommittee (FS) was created to carry out the RFP process and make recommendations to the full Commission. An RFP was developed in coordination with the Interim City Manager to solicit proposals for a consultant to help the Commission get organized, clarify goals, and develop a strategy to meet those goals. The subcommittee identified the skills and experience a consultant would need, which included having familiarity with reparations work, experience with diversity, equity, and inclusion, and facilitation skills to lead a retreat for the Commission. The RFP was posted in late June and closed August 11.

The Commission received 13 proposals, which ranged from \$15k to over \$1 million. While there was no budget listed in the RFP, candidates were notified that the budget range was expected to be around \$15k but that a bigger budget would be considered depending on the type of work that was presented. The Facilitation Subcommittee reviewed 13 proposals and narrowed the pool down to three candidates who were interviewed initially by the Subcommittee and then by the whole Commission.

The Subcommittee and Commission agreed in deliberations that two of the firms, imPACT Educational Consulting LLC and Habitus Incorporated better met the facilitation and start-up requirements. The third firm brought a long history in reparations work and is a possible resource as the process moves forward.

On November 1, 2023, the Commission met and discussed the three finalists and the interview results. The Commission voted to select imPACT Educational Consulting based on their experience, their closer location (Baltimore), preference for on-site work and their cost proposal.

Firm		Price
imPACT Educational Consulting		\$12,000/\$16,000with contingency
Habitus Inc.		\$13,260
The Taifa Group		\$35,000

While all three finalists met the requirements, the Commission is recommending imPACT Educational Consulting because of their expertise, location and cost. Based on the discussion above, it is the Commission and staff recommendation that Council accepts the proposal of imPACT Educational Consulting to provide facilitation and planning professional services to the Reparations Commission at a cost not to exceed \$16,000 (with a base contract of \$12,000 and up to \$4,000 of additional cost with approval of the Commission and City Manager plus agreed upon expenses not to exceed \$500.



imPACT

EDUCATIONAL
CONSULTING, LLC

EXECUTIVE SUMMARY

Our state of Maryland is rich with layered histories, and the interactions and contradictions within those layers have had a great impact on our present states of being. As the City of Greenbelt moves to consider restorative action for its black and brown citizens in the present based on the injustices of the past, its work will become part of a new history being made to lead the city and its citizens toward what is currently just an aspirational future of recognition, understanding, and greater equity. It is an exciting and daunting task—and one which the imPACT team would be proud to facilitate. It is fitting that a community founded as an experiment is taking on what some might consider a radical consideration.

The fact is, however, that this movement toward reparations is not radical. It is right and thoughtfully considered and part of a growing movement toward resolving a long-lingering injustice. And the citizens of Greenbelt have expressed a significant degree of certainty about this in the 63% majority referendum. That said, 63% is also reflective of the fact that Greenbelt contains within itself geographic barriers and a historical resistance to moving toward reparations; these are challenging elements that are not to be ignored. Historically, across numerous international and domestic efforts at reparatory actions there have been criticisms that these efforts have fallen short in one way or another. The United Nations' standards for reparations include restitution, compensation, rehabilitation, and satisfaction, and guarantee of non-repetition. The most frequent criticisms of these efforts have been that the response is not commensurate with the original harm, or that too few beneficiaries are actually compensated. There is also the challenge of jurisdiction, timeline, and buy-in; the movement for reparations for slavery has been active since the end of the civil war and bill H.R. 40 - originally introduced in 1989 - is still awaiting consideration by congress. Meanwhile historians have pointed out flaws in the Indian Claims Commission ranging from adversarial relations to the requirement that tribes pay for their own counsel impacting any financial gains. There is much to be considered, and thankfully many examples and critiques from which to learn.

Authentically engaging stakeholders in a city split by a legacy of segregation—of which the multiple highways that divide the city are only one literal example—will require a thoughtful process that involves research and reflection, deep understanding from all participants, multiple opportunities for community and individual engagement, and an abiding attention to equity as the North Star throughout this journey. If the ongoing efforts in other municipalities in our nation serve as examples, public support is likely to go down—especially in the messier middle of the process—before it goes up. The effort will likely seem as if it has hit a wall at different points; with reflection, reconsideration, and that North Star center, those walls will likely turn out to be speed bumps. What will win the day is transparent communication, a strong and reflective process, and constructive action.

With expertise in change management, organizational development, and led by the core values of Voice and Equity, the imPACT team is prepared to support the Commission in their mission. At the core of our philosophy is the notion that the power to make an impact lives as much in small changes made by so-called ordinary people as it does in structural change made by those with power and position; what matters most is collectivity, collaboration, and reflection.

CITY OF GREENBELT REPARATIONS COMMISSION

imPACT Educational Consulting, LLC
August 11, 2023 Cristina Easton /
Peter Metsopoulos

THE IMPACT TEAM

Cristina Easton is the founder and CEO of imPACT Educational Consulting, LLC and the Strategic Programs Manager for Adopt-A-Classroom, a non-profit e-commerce company that supports teachers and schools across the country. Having served as a founding staff member, teacher, principal, and board member in single-sex schools and public schools in New York City and Baltimore MD, her experience includes institutional strategic planning, mission and vision alignment, data collection and analysis, training and professional development, program development, leveraging partner relationships, and leading institutional change in both the educational and non-profit sectors.

Peter Metsopoulos serves as the Executive Director at the Center for Theory of Change. He is a founder of programs and institutions, a collaborative leader in nonprofit operations and administration, a presenter at national and local conferences, an educator for 18 years, and a manager of teams for 30 years. His experience includes supporting community stakeholders with a systems-management mindset, developing mission-aligned programs, and fostering authentic partnerships; that work has consistently been woven together with an understanding of strategic messaging and change management in the service of equity.

Both Peter and Cristina work to be responsive to client needs. They are available effective immediately and will tailor the proposed timeline to the needs of the Commission. Both are adept at in-person and virtual facilitation; Peter has experience facilitating organizational development work across international borders, and Cristina regularly facilitates both in-person and virtual workshops as part of her professional development work. While both Cristina and Peter will continue in our current roles (fractional Executive Director and School-based consultant), their schedules remain flexible.

Experience in Similar Projects

Cristina Easton has designed and implemented large and small group facilitation throughout her career. As a school administrator one of her primary responsibilities was to design professional development to engage adult stakeholders (from teachers, to staff, to board members, and families) in goal-oriented work. Specifically, in 2015 she led her school in revising their school handbook and supporting systems and structures to a Restorative Justice disciplinary framework. Since then, she has established and advised on systems for restorative discipline in each school she has worked with.

In 2022, Cristina facilitated strategic planning sessions for The Bryn Mawr School for Girls as the co-chair of the Strategic Planning Task Force. This work included facilitating activities to support the board of trustees in reviewing stakeholder data to determine priorities, engaging stakeholders for feedback, reviewing draft plans to ensure alignment to priorities, and maintaining a timeline that ensured publication of the strategic plan in time to launch a capital campaign. Similarly, Cristina has stewarded a wide range of stakeholders in the development of the Whole Girl Wellness Initiative at Baltimore Leadership School for Young Women from 2020 to present. Both of these projects have required efficient facilitation of stakeholders to reach common priorities and goals within a set timeframe.

THE IMPACT TEAM

Currently, Cristina is collaborating with Spectrum of Hope to develop tiered behavioral health responses for at risk students in Prince George's County. In this work, she has supported the team by creating graphics that summarize the group's goals and vision, crafting language to capture desired outcomes, and reviewing documents to ensure alignment to said outcomes and needs of PG County.

Peter Metsopoulos has engaged in change-management leadership for two decades. As the Steering Committee Director for The Bryn Mawr School's re-accreditation self-evaluation process, he structured and implemented the strategy for stakeholder input. Every member of the 200+ internal staff community had input into the evaluation and the recommendations that comprised the school's 10-year plan for progress. He also oversaw the writing and editing workflow for the 600-page final report.

Community-centered programming directed at systemic change has been a consistent theme of his efforts; as the Founding Director of the Leadership & Entrepreneurship Institute at Roland Park Country School, he researched similar programs as well as higher ed programs that the Institute would be preparing students to engage in. The best practices and lessons learned at other institutions became a way to build stronger foundations and more innovative structures for a program designed to prepare students to partner with social-impact organizations as a means of creating community-based change.

In May, 2023, Peter led a team that co-created and delivered a three-day training and implementation in Theory of Change (ToC) as a part of the partnership between the UN Population Fund (UNFPA) and the Center for Theory of Change (C-ToC). Preparations for the work included extensive discovery, including reviewing the problem-tree work that the UNFPA team had engaged in, as well as a discussion of different formal lenses (Human Rights, Gender) that the work should be viewed through. In addition, the C-ToC team dug into the Filipino historical and current geopolitical context so that we were developing the most useful framing for the team and stakeholders.

Once the team of 40 was trained, the ToC framework and narrative were drafted. Our team then led a two-day consultation between the UNFPA team and their stakeholders in the Philippines, using the draft ToC as a foundation on which to build partnerships essential to the work ahead. We then facilitated a final session to debrief and help the UNFPA team consider how best to turn that two weeks of experience into the UNFPA's 9th Country Programme.



IMPACT EDUCATIONAL CONSULTING, LLC

FROM PROMISE TO IMPACT

DIFFERENTIATORS

Experience in the Field:

- Masters in Urban Education
- Masters in Education Leadership
- Special Education Teacher
- Urban School Administrator in New York City and Baltimore
- Co-founders of public and charter schools in New York and Maryland
- 13 years in public single-sex schools, 15 years in schools
- Equity Audit work, focus group facilitation and analysis
- All services include planning consultation, custom metrics for success, and impact reports
- Focus on data-driven practice

PAST PERFORMANCE

- Whole Girl Wellness Consultant for Baltimore Leadership School
- Program Design and Implementation with CHARM, and Roland Park Country School
- Operations and Knowledge Management, Endeavor TBD
- UN Population Fund trainer in Theory of Change & facilitator for stakeholder convening
- Presenter at National and International Conferences on Single-Sex Education and Expeditionary Learning
- Girls imPACT Summer Enrichment with Project Pneuma
- Goal-Setting Workshops with Roosevelt College Office of Multicultural Student Support Services
- Leadership Coaching for Kansas City Girls Preparatory Academy

COMPANY DATA

NAICS: 611710, 611430
DUNS Number: 057927526
Maryland SBR Certification: SB21-013388
Number of Employees: 1 full-time
Operating in Baltimore, MD
Serving all U.S. regions

CONTACT

Cristina Easton
cristina@impactllcs.com
(443) 961-7084
www.impactllcs.com

Peter Metsopoulos
pmetso@gmail.com
(410) 215 - 5229
www.metsop.org

ABOUT IMPACT

The mission of imPACT Consulting (est. July, 2020) is to steward projects in wholeness and leadership from promise to impact, by working in collaboration with your organization to identify measures and increase outcomes in equity and systemic change. We do this by designing training, programming, program design and analysis, and professional development, accompanied by a regular assessment of growth in those measures towards improving outcomes for historically underserved communities. For partner organizations, we seek to bring expertise in community development, strategic planning, and participatory and adaptive leadership development. We believe that when we intentionally center the most marginalized among us, we have a positive impact on all of us.

CORE COMPETENCIES

- Conference Planning
- Theory of Change Training
- Strategic Planning
- Professional Development Series, and Custom Sessions
- Custom Organizational Assessments (Climate Walks, Classroom Observations, Stakeholder Focus Groups)
- Best Practices in Single-Sex Education
- Best Practices for Urban Girls and Girls of Color
- Early Career Teacher Coaching
- Programming and Curriculum Design for Advisory, Fostering Student Leadership, and Student Voice
- School-based Volunteer Management
- Student-led Conference Curriculum and Planning
- Standards-based Grading Professional Development
- Culturally Responsive Teaching

SCOPE OF WORK

imPACT's approach is informed by data-driven decision making and Theory of Change. We follow a framework of Discovery, Envisioning, Planning, and Support. Through each of these phases, we seek to become a part of your working group so that we can achieve a deep understanding of your motivations, needs, strengths, and opportunities for growth. We believe that our Theory of Change (ToC) work is an ideal approach for the Commission's stated goals in that it is designed to first identify the long-term goals and then work backwards to identify the conditions and short term objectives required to move from the current state to the desired outcomes. Theory of Change uncovers, therefore, the assumptions we make about what is possible in reaching a long-term goal-- and also specifies the connections between program activities and outcomes, challenging the designers of complex community-based initiatives to be specific about their often implicit theories of how to achieve the change they seek.

1. imPACT will build the Committee's technical knowledge and skills on fundamental principles and concepts of ToC, and develop members' understanding about using Theory of Change pathways as a strategic tool for planning and as an approach to track and assess performance. imPACT will use an interactive learning-by-doing format.
2. Committee members will articulate Long Term Goals and refine the series of steps (the Precondition Outcome Pathways) for the project to reach those goals.
3. The ToC and Results Framework developed during the training will help guide the formulation of a sound evidence-based program strategy with assumptions and risks clearly analyzed and spelled out.
4. The training will touch on how to use the TOC as a living document that can change and be modified as new circumstances and challenges (new Precondition Outcomes) arise while keeping the overall integrity of the overall ToC.

Our facilitation style is driven by the principles of collectivity and collaboration. As the Commission works to envision an equitable future for its community, it is critical that the process by which they do so models these principles. Below, we have outlined how our approach would address the requested services.

Risk Assessment and Mitigation

In our experience, when a committee's expected process meets the realities of public response, there can be some disruption of timeline and the need to rethink both process and product. Our structure takes that into account by including a discovery period, and that at the end of each stage there is an opportunity for us to take stock of where we are and what needs to happen next, in part by interacting with the relevant stakeholders. Finally we have allocated the least amount of hours to the winter months when there can often be frequent interruptions due to holidays and weather.

CITY OF GREENBELT REPARATIONS COMMISSION

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Cristina Easton / Peter Metsopoulos

SCOPE OF WORK

Discovery	Envisioning	Planning	Support
September/October - November 38 Hours @ \$125/hr	December - February 18 Hours @ \$125/hr	March - April 25 Hours @ \$125/hr	May - June 15 Hours @ \$125/hr
Research: - Stakeholder Outreach and Interviews (est. 10 hours) - Data collection and analysis (est. 10 hours) - Observe and Engage with Commission (est. 8 hrs) Engagement: - Prepare & deliver facilitation for two meetings (est. 10 hrs)	Process: Facilitation and collaborative creation of a draft Theory of Change for planning: (est. 10 hours) Process analysis (est. 4 hours) Writing and Reporting (est. 4 hours)	Synthesis & Review: Synthesize results of Envisioning process into a draft plan for presentation to Commission (est. 9 hours) March Retreat: review draft plan / ToC and refine steps towards achieving determined outcomes (est. 8 hours)	Training 1: Updating / finalizing Theory of Change & assessing progress (4 hours) Training 2: Feedback and Recommendations (3 hours) Monthly check-ins and debriefing (2 x 1 hours) Prepare facilitation of training sessions (6 hours)

General Conditions and Fees:

Total Contract fee not to exceed \$12,000 at \$125/hour

- Estimated total hours of work = 96 hours
- Any additional hours required will be agreed upon in writing before billing, and billed at 10% discounted rate of \$112.50 per hour
- Estimated reimbursable expenses: \$500
 - Presentation and Facilitation Material (chart paper, markers, printing) \$300
 - Travel (gas/parking) \$200

Payment Terms

- 25% deposit paid at contract signing
- Monthly invoices for hours worked for remaining balance
 - Based on estimated hours, we will bill through March
 - Any additional hours beyond the estimated 96 hours will be billed in separate invoices at that time.

CLIENT LIST/PROJECTS

- Baltimore Leadership School for Young Women (full partner school), Whole Girl Wellness Consultant
 - Strategic Plan Support
 - Program Development
 - Data Collection
 - Professional Development
 - Board Reporting
- Western High School, Summer Program Facilitation and Culture and Climate Program Development
- Washington School for Girls
 - Professional Development
 - Stakeholder Webinar
- Project Pneuma
 - Summer Program Development and Facilitation
- Roosevelt University
 - Seminar Series for Office of Engagement, Equity, and Inclusion
- Kansas City Girls Preparatory Academy
 - Leadership Coaching
 - Professional Development

OTHER WORK

- Program Manager, AdoptAClassroom.org (*C. Easton*)
- Program Designer, CHARM: Voices of Baltimore Youth (*P. Metsopoulos*)
- Theory of Change consultant - research, training, development, Center for Theory of Change (*P. Metsopoulos*)
- Equity Audit consultant - focus groups, analysis, recommendations, Dr. Valaida Wise (*P. Metsopoulos*)

REFERENCES

Cristina J. Easton

- Stephanie Gellar, Community Wealth Builders, 443-242-4110
- Chevonne Hall, CEO Baltimore Leadership School for Young Women, 443-642-2048
- Abila Tazanu, M.D, Director, Pediatrician and Mother of Children with Autism, Spectrum of Hope- Health , Wellness and Community Services, 301-850-8955

Peter Metsopoulos

- Heléne Clark, CEO Center for Theory of Change, 917-608-8897
- Carla van Berkum, co-founder Lillie May Carroll Jackson School, 443-934-3896
- Talia Titus, DEI Bryn Mawr School, 443-310-1007
- Maureen Walsh, former Head of Bryn Mawr School, 410-340-9803

City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Bonita Anderson

Submitting Department: Public Works

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS (120 minutes - 8:45 - 10:45 pm)

Subject:

ARPA Police Vehicles Purchase

Suggested Action:

Reference: Memorandum, M. Apgar, 11/21/2023

Hertich Fleet Services

At the October 9 Regular Meeting, the City Council approved the ARPA reallocation list, including five police vehicles for \$330,000.

The Council packet includes a memorandum and background description of the vehicles requested for purchase.

Staff have identified a State of Maryland contract for police vehicles under the State of Maryland Blanket Purchase Order (BPO) #001B3600251. The cost for one (1) Dodge Durango Police Package Vehicle is \$42,139. See attached pricing from Hertich Fleet Services, Inc. The total purchase price for all five (5) vehicles is \$210,695. The American Rescue Plan Act (ARPA) funding in the amount of \$210,695 was approved for the purchase of these vehicles.

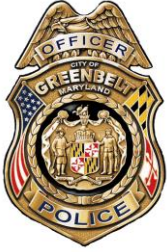
Staff recommends Council approve the purchases of five (5) Dodge Durango Police Package Vehicles under the State of Maryland BP#001B3600251 from Hertich Fleet Services, Inc., 1427 Bay Road, Milford, DE 19963 for \$210,695.

Attachments:

[FY24 Vehicle Purchase Memo.pdf](#)

[Hertich Fleet Services.pdf](#)

[Active Police Vehicles By Year.pdf](#)



**GREENBELT POLICE
DEPARTMENT**

550 Crescent Road
Greenbelt Maryland 20770
(301) 474-7200

To: Josué Salmerón, City Manager

From: Lieutenant Michael Apgar

VIA: Deputy Chief Timothy White and Chief Richard Bowers

Date: November 21, 2023

Re: Purchase of Five (5) Police Vehicles

American Rescue Plan Act (ARPA) funding has been allocated for the purchase of the following vehicles:

Five (5) Dodge Durango Police Package Vehicles (PPV)

Staff have identified a State of Maryland contract for police vehicles under the State of Maryland Blanket Purchase Order (BPO) # 001B3600251. The cost for one (1) Dodge Durango Police Package Vehicle is \$42,139. See attached pricing from Hertrich Fleet Services, Inc.

The total purchase price for all five (5) vehicles is \$210,695. ARPA funding in the amount of \$210,695 was approved for the purchase of these vehicles.

Staff recommends council approve the purchases of five (5) Dodge Durango Police Package Vehicles under the State of Maryland BPO #001B3600251 from Hertrich Fleet Services, Inc., 1427 Bay Road, Milford, DE 19963 for \$210,695.

HERTRICH FLEET SERVICES, INC.

1427 Bay Road Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep
Lincoln - Mercury - Buick - GMC - Toyota - Nissan

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

MARYLAND STATEWIDE CONTRACT 2023 POLICE – BPO# 001B3600251

TYPE 4-9-P6: DODGE DURANGO POLICE PURSUIT UTILITY AWD V6

Type 4-9-P8: DODGE DURANGO POLICE PURSUIT UTILITY AWD V8

2024 DODGE DURANGO PURSUIT AWD

Includes Standard Equipment - Front Bucket Seats with space between,
3.6L V6 Engine, Power Windows/Locks, Vinyl Floor / Vinyl Rear Seat, Bluetooth, Rear Camera

✓	Code	Description	Amount
✓	WDEE75	2024 Dodge Durango PPV AWD with V6 OR	\$ 40,179
	WDEE75	2024 Dodge Durango PPV AWD with 5.7L Hemi V8 (Type 4-9-P8)	\$ 43,649
✓	C5X9/CDK	Cloth Rear Seat/Carpet	\$ 300
✓	WPI	18" x 8" Aluminum Wheels	\$ 415
	LNF	Driver's Side LED Spot Light	\$ 640
✓	AHX	Trailer Tow Group	INCL
✓	ADL	Skid Plate Group	\$ 350
✓	CUF	Full Floor Console (NON-REMOVABLE)	\$ 350
	CUG	Police Floor Console w/cup holders/armrest	\$ 990
	CW6	Deactivate Rear Doors/Windows	\$ 90
✓	GXA/E/F/G	Fleet Keyed Alike (includes additional fobs)	\$ 350
	JRC	Power Liftgate	\$ 460
	LSA	Security Alarm	\$ 160
✓	XCS	4 Key Fobs (programmed)	\$ 195
	Interior	Jet Black Premium Cloth	
	Colors	No Charge: PW7 – White Knuckle PXJ – Black \$ 395 each of these colors: PDN - Destroyer Gray PAS – Vapor Gray PSE – Triple Nickel PCA – Frostbite PCQ – Night Moves PRV – Octane Red PHC – Red Oxide	
		Total for Vehicle	42139 \$

Please contact us with any questions or to place an order.

Susan Hickey - shickey@hertrichfleet.com - or call 800-698-9825

**GBP.D.
Vehicles**

Year	Make	Model	Type	Date/Status	Unit No.	License	VIN No.	Location Assigned
2005	Chevy	TRAIL BLAZER	SUV	Active	None	451M701 Take Home	1GNDT13SX52269578	SAT Team
			Unknown	1/16/2023				S.O.D.
2009	Ford	Pickup	Truck	Active	921	27W440	1FDXE45P79DA04612	ERU
			blue	1/16/2023				S.O.D.
2013	Chevy	Tahoe	SUV	Active	838	MG3355	1GNLC2E0XDR348812	K-9
			White	1/14/2023		Marked		S.O.D.
2013	Chevy	Tahoe	SUV	Active	837	MG3354	1GNLC2E05DR345526	Patrol Div
			White	1/14/2023		Marked		Patrol
2014	Ford	Intercep	SUV	Active	845	MG3363 Take Home	1FM5K8AR7EGB11330	Patrol Div
				11/1/2023		Marked		
2014	Ford	Intercep	SUV	Active	846	MG3361 Take Home	1FM5K8AR9EGB11328	Patrol Div
				5/19/2023		Marked		
2014	Ford	Intercep	SUV	Active	849	MG3364	1FM5K8AR7EGB11327	Patrol Div
				5/11/2023		Marked		
2014	Ford	Intercep	SUV	Active	843	MG3356 Take Home	1FM5K8AR5EGA33503	Patrol Div
				5/22/2023		Marked		
2014	Ford	Intercep	SUV	Active	848	MG3360 Take Home	1FM5K8AR5EGB11326	Patrol Div
				5/9/2023		Marked		
2015	Ford	Fuison	Sedan	Active	853	3BV7270 Take Home	3FA6P0UU7FR208152	Rodas Fores, Oscar E
				11/1/2023				#194
2015	Ford	Fuison	Sedan	Active	854	3BV7271 Take Home	3FA6P0UU5FR208151	CIU
				11/7/2023		Marked		
2015	Ford	Fuison	Sedan	Active	852	3BV7269	3FA6P0UU9FR208153	Sagan, Mark Andrew
				1/16/2023				#92
2015	Ford	Fusion	Sedan	Active	855	3BV7272 Take Home	3FA6P0UU3FR208150	Auchter, Maria
				11/1/2023				#695
2015	Ford	Intercep	SUV	Active	851	MG3366	1FM5K8AR6FGB61587	Patrol Div
				7/27/2023		Marked		
2016	Ford	Fuison	Sedan	Active	858	4CF3189	3FA6P0UU2GR308063	CIU
				1/16/2023				
2016	Ford	Intercep	SUV	Active	863	MG3371 Take Home	1FM5K8AR7GGC08272	Patrol Div
				8/30/2023		Marked		
2016	Ford	Intercep	SUV	Active	867	MG3374 Take Home	1FM5K8AR2GGC08275	Patrol Div
				5/11/2023		Marked		
2016	Ford	Intercep	SUV	Active	864	MG3372 Take Home	1FM5K8AR9GGC08273	Patrol Div
				8/28/2023		Marked		
2016	Ford	Intercep	SUV	Active	862	MG3370 Take Home	1FM5K8AR5GGC08271	Patrol Div
				5/11/2023		Marked		
2016	Ford	Intercep	SUV	Active	866	MG3373 Take Home	1FM5K8AR0GGC08274	Patrol Div
				5/11/2023		Marked		Patrol
2017	Ford	Fuison	Sedan	Active	873	2CT3883 Take Home	3FA6P0UUXHR235994	Thomas Jr., Micheal
				8/28/2023				#175
2017	Ford	Fuison	Sedan	Active	874	2CT3882 Take Home	3FA6P0UU1HR235995	Admin Div
				11/22/2023				Adminstration
2017	Ford	Intercep	SUV	Active	868	MG3368 Take Home	1FM5K8ARXHGB93610	Patrol Div
				10/26/2023		Marked		Partol
2017	Ford	Intercep	SUV	Active	869	MG3369 Take Home	1FM5K8AR1HGB93611	Patrol Div
				10/26/2023		Marked		Partol
2017	Ford	Intercep	SUV	Active	870	MG3375 Take Home	1FM5K8AR3HGB93612	Patrol Div
				10/2/2023		Marked		Partol
2017	Ford	Intercep	SUV	Active	872	MG3377 Take Home	1FM5K8AR3HGB93614	Shorter, Jovon
				5/11/2023		Marked		#214
2017	Ford	Intercep	SUV	Active	605	MG3378 Take Home	1FM5K8AR1JGA37395	Ordaz, Andrew
				5/11/2023		Marked		#208
2017	Ford	Intercep	SUV	Active	603	MG3380 Take Home	1FM5KAR4HGD93480	Patrol Div
				11/8/2023		Marked		Partol
2017	Ford	Intercep	SUV	Active	604	MG3379 Take Home	1FM5K8AR7JGA44304	Watkins, Michael
				1/17/2023		Marked		#203
2018	Chevy	Tahoe	SUV	Active	607	MG3381 Take Home	1GNLCDEC4JR217263	K-9
				5/24/2023		Marked		S.O.D.

2018	Ford	Sedan	Active 1/16/2023	602	9DC7768 3FA6P0UUXJR146688	Wynkoop, Xiomara C #193
2018	Ford	Sedan	Active 7/11/2023	601	9DC7770 3FA6P0UUXJR146690	Apgar, Michael #130
2018	Ford	Sedan	Active 11/1/2023	600	9DC7769 Take Home 3FA6P0UUXJR146689	Davis, Dylan L #180
2018	Ford	SUV	Active 9/19/2023	609	MG3383 Take Home Marked 1FM5K8AR7JGC18680	Sosa, Amy Yadira #211 Not
2018	Ford	SUV	Active 5/11/2023	610	MG3385 Take Home Marked 1FM5K8AR5KGB15291	Shelby, Chris #205
2018	Ford	SUV	Active 9/19/2023	606	MG3376 Take Home Marked 1FM5K8AR3JGA37396	Smith, Glenn #212 Not
2018	Ford	VAN	Active 5/25/2023	914	MG3384 Marked 1FTYR3XM6JKA80235	Evidence Unit S.O.D.
2019	Ford	SUV	Active 5/19/2023	612	MG3387 Take Home Marked 1FM5K8AR9KGB15293	Sims, Aidan J #206
2019	Ford	SUV	Active 8/28/2023	618	MG3393 Take Home Marked 1FM5K8AW0LGB85580	Joyner, Ronald S #183
2019	Ford	SUV	Active 9/19/2023	617	MG3392 Take Home Marked 1FM5K8AW6LGB85583	Dessalines, Daniel #201
2019	Ford	SUV	Active 8/30/2023	616	MG3391 Take Home Marked 1FM5K8AW4LGB85582	Forney, Joshua #200
2019	Ford	SUV	Active 5/11/2023	615	MG3390 Take Home Marked 1FM5K8AR4KGB15296	Thomas , Eric #195
2019	Ford	SUV	Active 10/2/2023	613	MG3388 Take Home Marked 1FM5K8AR0KGB15294	Millien Rondon, Richard #204
2019	Ford	SUV	Active 10/26/2023	611	MG3386 Take Home Marked 1FM5K8AR7KGB15292	Ocampo, Terri #207
2019	Ford	SUV	Active 1/16/2023	614	MG3389 Take Home 1FM5K8AR2KGB15295	Yankowy, Scott Thomas #116
2020	Ford	Sedan	Active 1/16/2023	626	1AK6063 Take Home 3FA6P0MU7LR142648	Bowers , Richard A #176
2020	Ford	SUV	Active 5/11/2023	622	MG3397 Take Home Marked 1FM5K8AE4LGB85579	Leathery, Arran #177
2020	Ford	SUV	Active 5/8/2023	623	8EK6676 Take Home Marked 1FM5K8AW2LGC83753	Parsley, Michael Alan #148
2020	Ford	SUV	Active 2/3/2022	623	8EK6677 Take Home 1FM5K8AW0LGC83752	Guy, Johnnie R #129
2020	Ford	SUV	Active 9/1/2023	621	MG3396 Take Home Marked 1FM5K8AWALGB85584	Hawkins-Graham, Sharnise M
2020	Ford	SUV	Active 5/22/2023	620	MG3395 Take Home Marked 1FM5K8AWXLGB85585	Skibicki, Phillip #199
2020	Ford	SUV	Active 9/28/2023	619	MG3394 Take Home Marked 1FM5K8AW2LGB85581	Fahey, Tyler #202
2021	Ford	SUV	Active 5/11/2023	625	2ES5540 Take Home Marked 1FM5K8AW3MNA00998	Alvarez, Erick #198
2022	Ford	SUV	Active 10/26/2023	627	MG3398 Take Home Marked 1FM5K8AW9NNA02806	Aud, Ryan A #185
2022	Ford	SUV	Active 8/30/2023	628	MG3399 Take Home Marked 1FM5K9AW4MMA02809	Ritson, KingBowe #0196
2022	Ford	SUV	Active 1/16/2023	629	MG5351 Take Home Marked 1FM5K8AW7NNA02822	Rahman, Rakibur #174
2022	Ford	SUV	Active 3/30/2023	630	MG5352 Take Home Marked 1FM5K8AW9NNA02904	Wooten, Charles Anthony #153
2023	Dodge	SUV	Active 5/1/2023	635	MG5357 Take Home Marked 1C4RDJFG9PC580363	Rodriguez, Yomayra #172
2023	Dodge	SUV NO	Active 8/28/2023	645	4FP5375 Take Home 1C4RDJFG9PC626743	CIU
2023	Dodge	SUV NO	Active 8/28/2023	644	4FP5224 Take Home 1C4RDJFG7PC626742	CIU S.O.D.
2023	Dodge	SUV NO	Active 9/28/2023	640	4FP5222 Take Home 1C4RDJFGXPC578122	Kipke, Abbey C #178
2023	Dodge	SUV	Active 8/8/2023	643	3FM8267 Take Home 1C4RDJFG5PC615660	Gulledge, Jermaine Orlando
2023	Dodge	SUV	Active	639	MG6001	Arnold, Troy Christopher

		Durang		8/30/2023		Marked 1C4RDJFG7PC580362	#157
2023	Dodge	Durang	SUV	Active 8/30/2023	638	MG6002 Marked 1C4RDJFG9PC578127	Fernandez, Irelisse #155
2023	Dodge	Durang	SUV	Active 6/12/2023	642	2FJ7795 Take Home 1C4RDJFG9PC578130	Defibaugh, Robert Clarence
2023	Dodge	Durang	SUV	Active 5/22/2023	636	MG3358 Take Home Marked 1C4RDJFG0PC580364	Torres, Charlos Alberto #139
2023	Dodge	Durang	SUV	Active 8/30/2023	637	MG6000 Marked 1C4RDJFG5PC578125	Dang Jr., Jean-Paul #191
2023	Dodge	Durang	SUV	Active 5/2/2023	634	MG3356 Take Home Marked 1C4RDJFG5PC580361	Potts III, Gerald W #141
2023	Dodge	Durang	SUV	Active 5/22/2023	633	MG5355 Take Home Marked 1C4RDJFG7PC578126	Roberson, Carl A #171
2023	Dodge	Durang	SUV	Active 5/19/2023	632	MG5354 Take Home Marked 1C4RDJFG3PC578124	Sandoval , Daniel A #190
2023	Dodge	Durang	SUV	Active 5/19/2023	631	MG5353 Marked 1C4RDJFG1PC578123	Bowne, James D #170
2023	Dodge	Durang	SUV	Active 6/12/2023	641	2FJ7794 Take Home 1C4RDJFG2PC578129	White , Timothy Lawerence
2023	Toyota	RAV4	SUV NO	Active 8/28/2023	646	4FP5376 Take Home 4T3MWRFV1PU097660	Tobin, Rachel #734-
2023	Toyota	RAV4	SUV NO	Active 8/28/2023	705	25606LG 4T3MWRFVXPU098337	Animal Control Adminstration
2023	Toyota	RAV4	SUV NO	Active 8/28/2023	647	4FP5377 Take Home 4T3MWRFV6PU097508	Dennis, Ricardo Adminstration

75 Active Vehicle

25 Vehicles which are either pending being deadline, or pending replacement due to high mileage or end of service life.

City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Presentations

Agenda Section: OTHER BUSINESS (120 minutes - 8:45 - 10:45 pm)

Subject:

ARPA Status Update

Suggested Action:

Tim George, Assistant City Manager, will provide a status update on all the ARPA projects.

Attachments:

[ARPA Grant Programs Update 12-112023 v1.pdf](#)

CITY OF GREENBELT, MARYLAND

OFFICE OF THE CITY MANAGER

25 CRESCENT ROAD, GREENBELT, MD. 20770



To: Josué Salmerón
From: Tim George
Date: 12/11/2023
RE: ARPA Project Updates

Funding Status

This memo, and future updates, summarizes the status of ARPA projects by general category to give the Council and our residents a high-level picture of where we stand. The categories are: Complete, Committed, Ongoing, Under Development, and Uncommitted, as defined below.

Complete. Projects that have been completed. In most cases, final disbursement has occurred.

Committed. Projects for which final approval from Council has been achieved and a contract or purchase order has been signed/issued.

Ongoing. These are our grant programs and direct assistance programs. Funding in these programs will be reevaluated in the spring.

Under Development. Projects authorized by Council that staff is actively working on developing project specs, seeking contractors, reviewing submissions, etc. These projects are actively in motion.

Uncommitted. ARPA funding remaining from the projects described above. While Council allocated the full ARPA funding, some projects are coming in under budget, some projects are not going forward and other funds are being reallocated from projects/initiatives.

Total Allocation	\$22,889,000
Complete	\$9,458,615
Committed	\$1,993,000
Underway	\$6,951,500
Ongoing	\$3,735,000
Uncommitted	\$750,885
ARPA	\$700,631
Lost Revenue	\$50,254

Notable project updates:

- | | |
|---|-------------------------------|
| • GPD: Police Vehicles | 12/11/23 agenda |
| • Planning and Recreation Vehicles | 12/11/23 agenda |
| • DPW: Buddy Attick Lake Inclusive Playground | 12/11/23 agenda |
| • HVAC Equipment at Springhill Lake Recreation Center | 12/11/23 agenda |
| • HR: HRIS | Vendor interviews underway |
| • CARES: Education and Workforce Scholarship | deadlines extended to 5/30/24 |

- CARES: Food Assistance
- GHI Down payment assistance
- DHCD down payment assistance
- CARES: Childcare - Have families/54 children

Spent \$182,839.11 of \$250,000
5 issued, 3 grants pending
6 grants issued
Spent \$275,000 and assisted 38

City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS (120 minutes - 8:45 - 10:45 pm)

Subject:

2024 Legislative Priorities Review

Suggested Action:

Reference: Memorandum, J. Salmeron, 11/22/2023

The City Council will review and discuss the 2024 Legislative Priorities, including a proposed list of Bond Bill requests for the Council to consider and approve the items to be presented to District 22 Representatives.

Council approval is sought.

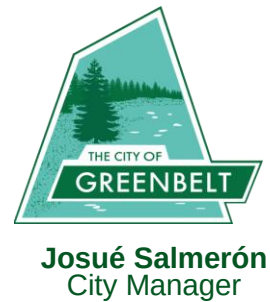
Attachments:

[2023.11.22_CM_Memo_Legislative Priorities.pdf](#)

CITY OF GREENBELT, MARYLAND

OFFICE OF THE CITY MANAGER

25 CRESCENT ROAD, GREENBELT, MD. 20770



November 22, 2023

Subject: Overview and Follow-up on Legislative Priorities

Dear Council Members,

I am writing to provide an overview and follow up on the legislative priorities discussed and approved during our October 23, 2023, meeting. These priorities reflect our commitment to addressing critical issues impacting our community and were duly submitted through the PGCMA Legislative Committee Survey on October 25, 2023. These are also the legislative priorities proposed during the upcoming Joint Municipal Legislative Dinner with District 22 Representatives.

I am also including a proposed list of Bond Bill Requests for the Council to consider and approve the items that will be presented to District 22 Representatives.

1. Opposition to the Baltimore-Washington Superconducting Maglev Project: The proposed alignments (J & J-1) for the Maglev project have raised significant concerns due to their potential impact on Greenbelt's historic community, environmental resources, residents' quality of life, and the threat to the destruction of Greenbelt's forest.

2. Opposition to Beltway Widening/Toll Lanes: The proposed expansion poses risks to local ecosystems and could exacerbate traffic congestion and pollution.

3. Enable Legislation Zoning Authority for Local Municipalities: Seeking greater autonomy for local municipalities in zoning decisions to better reflect the needs and vision of our community.

4. Property Tax Abatement – Improved Information Flow: For the year 2023, we urge the State to provide detailed information on property tax abatement requests, both current and anticipated, well in advance of our budget preparations. The lack of information hinders our ability to budget for potential abatements effectively.

5. Juvenile Justice Reform – Appropriation and Socio-economic Support: While focusing on budget-conscious reforms, we also must emphasize the need for funding to support young people and families, addressing the core socio-economic issues that lead to crime. Current laws are falling short because they lack the necessary resources for youth and family development programs. It is crucial that local communities receive adequate support to foster the development and rehabilitation of young people.

6. Homeowner (Homestead) Tax Credit Extension and Retroactive Claims: Council emphasized the need for extending the tax credit rebate beyond the October 1 deadline. Additionally, homeowners should be granted the ability to request this rebate retroactively for past years, offering further financial relief and fairness in our tax system.

A NATIONAL HISTORIC LANDMARK

PHONE: (301) 474-8000 www.greenbeltmd.gov

Below is a summary of requests for bond funding concerning several critical infrastructure and development projects within our city. The projects are essential for community improvement, safety, and compliance with federal regulations. Below is a detailed breakdown of the funding requirements:

1. Feasibility Study for the Armory Site: We are requesting \$150,000 to conduct a feasibility study for the redevelopment of the Armory site. This study will assess the site's potential for commercial or mixed-use development and involve preliminary assessments, environmental scans, and community impact studies.

2. Engineering and Design of a New Municipal Building: The current municipal building at 25 Crescent Road needs replacement. An estimated engineering and design cost of \$1,155,000 is based on the average construction cost of \$350 per square foot for a new building of approximately 22,000 square feet.

3. Upgrade to LED Street Lights: There is a need to purchase and upgrade 999 street lights currently owned by Pepco to energy-efficient LEDs, totaling an estimated cost of \$300,000. This upgrade will result in long-term savings and environmental benefits.

4. ADA Upgrades and Roof Replacement at the Youth Center: Immediate repairs to the Youth Center, including ADA upgrades and roof replacement, are necessary to meet federal compliance and ensure the safety of our community's youth. Based on recent estimates, the total cost for these repairs is \$333,622.

5. Restoration and Upgrades to the Greenbelt Cinema: The Greenbelt Cinema, a historical and cultural asset, requires restoration and crucial upgrades for continued operation and preservation. Costs associated with this project have been estimated at \$390,210 for immediate necessary repairs and equipment replacements.

Below is the table, including a total line for the cumulative amount for proposed bond requests:

Request No.	Project	Description	Requested Amount
1	Armory Site Feasibility Study	Conduct a study to assess potential for redevelopment of the Armory site.	\$150,000
2	New Municipal Building	Engineering and design for replacement of the building at 25 Crescent Rd.	\$1,155,000
3	Street Light Upgrade to LEDs	Purchase and upgrade Pepco-owned street lights to LEDs.	\$300,000

4	ADA Upgrades and Roof Replacement at Youth Center	Compliance upgrades and roof replacement at the Youth Center.	\$333,622
5	Greenbelt Cinema Restoration	Restore and upgrade the Greenbelt Cinema for operation and preservation.	\$390,210
Total	All Projects	Sum of all project costs	\$2,328,832

Sincerely,

Josué Salmerón, MBA, PMP
City Manager

City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Bonita Anderson

Submitting Department: Planning

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS (120 minutes - 8:45 - 10:45 pm)

Subject:

Springhill Drive Bus Stop Accessibility

Suggested Action:

Reference:

Memorandum, Ryan Sigworth AICP, 11/6/2023

Presentation

Presentation of pending staff action to address safety, accessibility , and/or regulatory issue(s) in response to a resident concern about safe and equal access to bus stops along Springhill Drive where on-street parking blocks buses from accessing the bus stop in both directions. In order to meet the WMATA standard to allow a bus to access the bus stop, the removal of six (6) parking spaces on the south side of Springhill Drive and three (3) parking spaces on the north side of Springhill Drive is warranted.

This is for informational purposes and no action by the City Council is necessary .

Attachments:

[City Council memo Springhill Drive Bus Stops 11-6-2023_final.pdf](#)

[Springhill Drive Bus Stop Presentation_FINAL.pdf](#)

City of Greenbelt, Maryland

Memorandum

TO: Josué Salmerón, City Manager

FROM: Ryan Sigworth AICP, Community Planner

VIA: Terri Hruby, Director of Planning and Community Development

Date: November 6, 2023

SUBJECT: Bus stop access along Springhill Drive at Cherrywood Lane

Background:

On October 12, 2023, the City received an email concerning the safety and access to bus stops along Springhill Drive near the intersection with Cherrywood Lane. The citizen concern focused on the fact that the bus stops in both directions on Springhill Drive are blocked by legal parallel parking that reduces visibility and access.

Analysis:

Planning staff visited the bus stops along Springhill Drive which are located near the intersection with Cherrywood Lane. The current situation requires buses to block the travel lanes of Springhill Drive to load and unload. As a result, pedestrians are forced into the roadway, often between parked cars, to access the bus. Each bus stop has a lead-in walkway linking the sidewalk to the curb face for use by disabled individuals for bus access. However, because of the parking conflicts, it is impossible for the bus to deploy the bus-mounted wheelchair ramp to the curb for access. This creates a legal issue in terms of access for riders with disabilities and a definite transportation equity issue that should be addressed.

To address this, Planning staff investigated relocating these bus stops onto Cherrywood Lane since all bus routes which service these stops go to Greenbelt Metro Station. However, it would be a significant project to redesign the roadway to accommodate bus stops in this section of Cherrywood Lane. Furthermore, Cherrywood Lane is planned for a redesign (plans currently at 90%) to make the road safer and more equitable. However, the design did not anticipate additional bus stops in this general location. The easiest and most economical way to address this problem is to simply remove parking on Springhill Drive to create the space for buses to access the stops properly. The WMATA standard for bus bay length in this scenario is 110 -150 feet (see Figure 3).

Unfortunately, this is a situation that exists in other parts of Greenbelt. It is anticipated that this issue, or a similar conflict, will need to be addressed either proactively or reactively, in other locations in the future.



Figure 1 – Westbound Side of Springhill Drive



Figure 2 – Eastbound Side of Springhill Drive

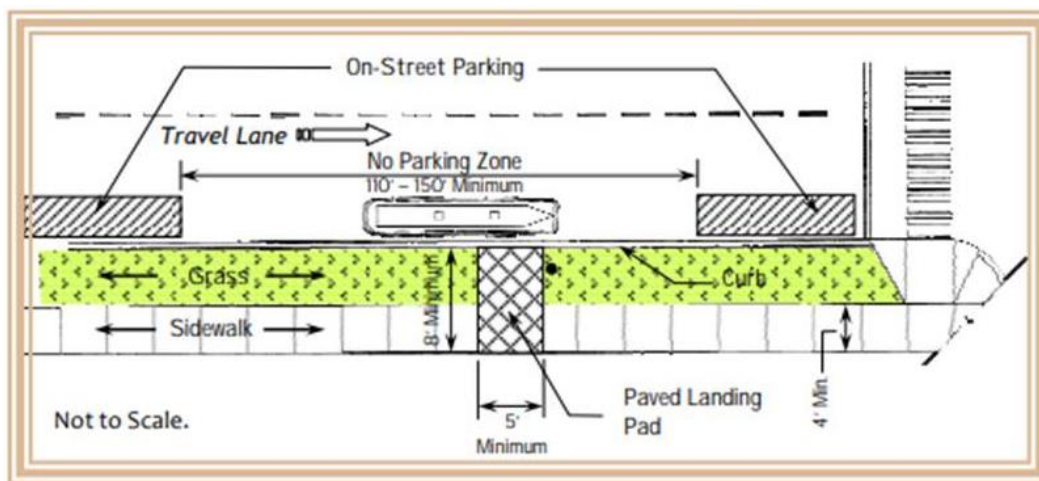


Figure 3 – Source: WMATA Guidelines for Design and Placement of Transit Stops, December 2009

Recommendation:

Staff proposes to remove a minimum of three (3) parking spaces from the westbound side of Springhill Drive to create space for bus ingress to the bus stop. While this will not meet the WMATA standard, it does provide better access for the bus to reach the curb. Since there are no parking spaces on the bus stop exit, bus egress should be no problem.

On the eastbound side, remove a minimum of six (6) parking spaces (three behind the bus stop for entry and two in front in front for bus egress). This will allow the bus to properly access the curb face for wheelchair ramp access. According to Table 27-6306(a) of the Prince George's County Zoning Ordinance, the standard length for a parallel parking space is 22 feet. By removing six (6) parking spaces, or approximately 132 feet of parking, the bus loading zone will achieve the 110-foot WMATA minimum length. The result provides a better balance of on-street parking and transit access for all citizens, and especially for individuals with disabilities. To achieve these changes, it will require removal and relocation of striping on the roadway surface, relocating "No Parking" signs as necessary, and extending yellow paint along the curb face as appropriate.

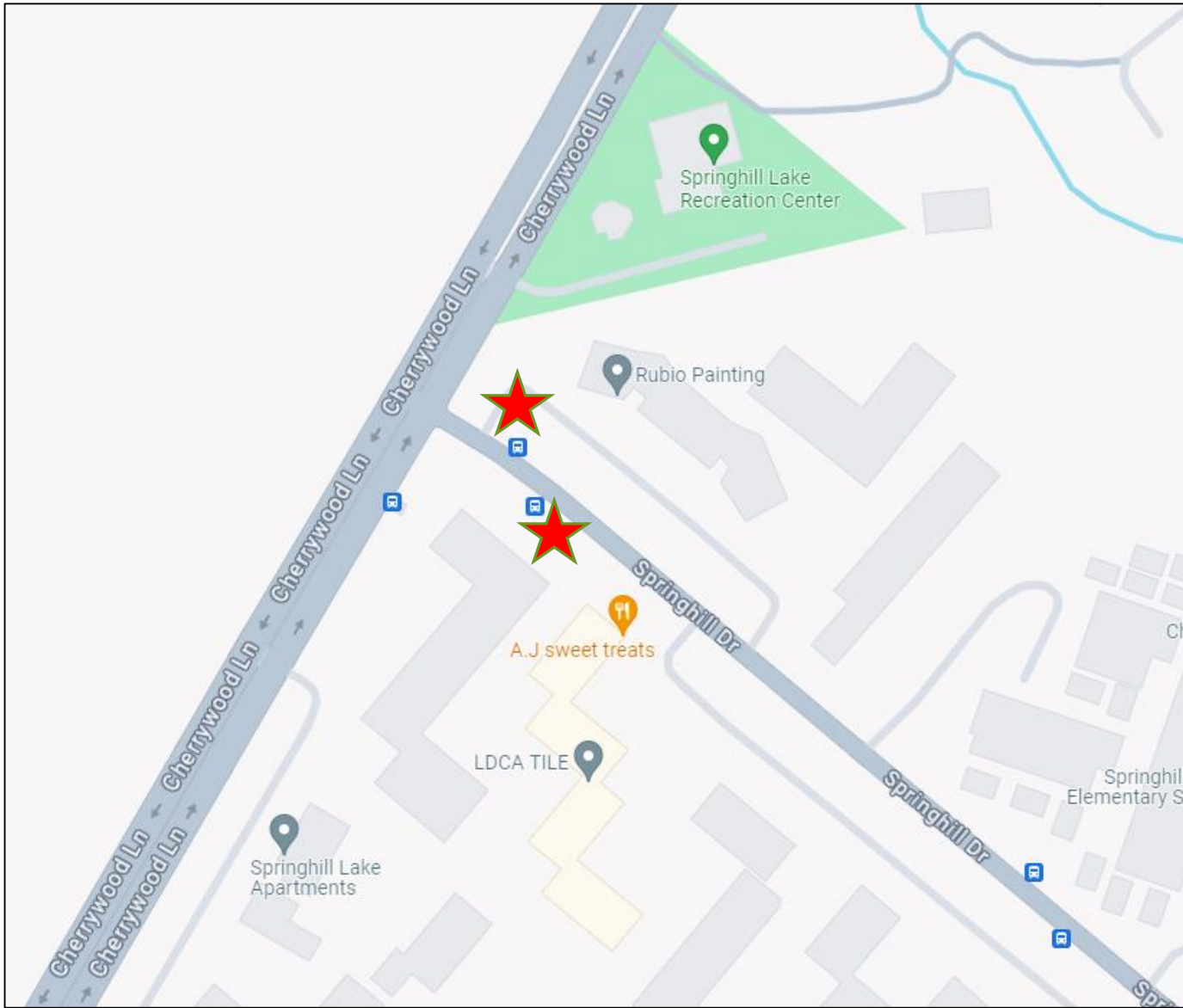
Staff will inform the management at Franklin Park and will also request that property management inform residents in the immediate area of the planned changes and reasons for the changes.



Figure 4 – Staff's recommendation for parking removal on Springhill Drive

Springhill Drive Bus Stop Access

CITY OF GREENBELT, NOVEMBER 2023





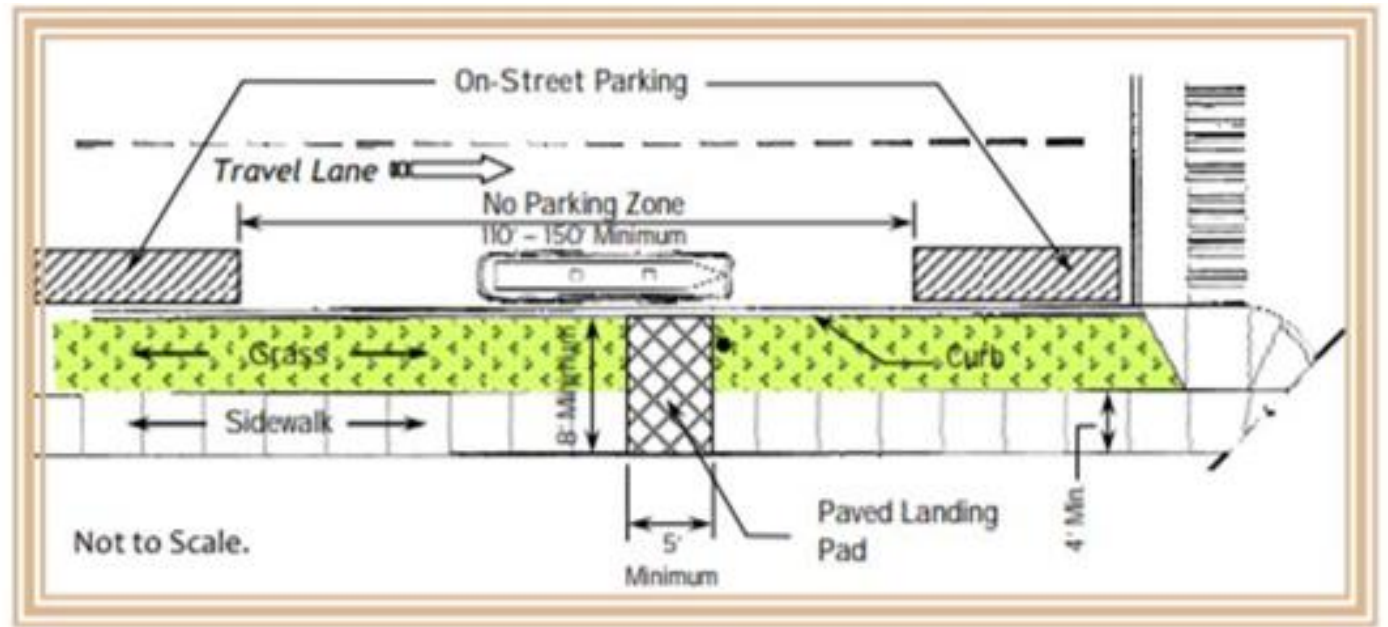


Figure 3 – Source: WMATA Guidelines for Design and Placement of Transit Stops, December 2009



City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Bonita Anderson

Submitting Department: Planning

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS (120 minutes - 8:45 - 10:45 pm)

Subject:

Charlestowne Village Site Distance Complaint

Suggested Action:

Reference:

Memorandum, Ryan Sigworth AICP, 11/22/2023
Presentation

Presentation of pending staff action to address safety, accessibility, and/or regulatory issue(s) in response to a resident concern about sight distance for turning vehicles at Prince James Court and Lakecrest Drive. Staff performed the technical analysis and concluded that the current conditions do not meet AASHTO standards. This results in the removal of approximately ten (10) parking spaces along Lakecrest Drive to address safety deficiencies at the intersection.

This is for informational purposes and no action by the City Council is necessary .

Attachments:

[Lakecrest Drive_Prince James Ct_final_council.pdf](#)

[Charlestown Village Presentation_FINAL.pdf](#)

Memorandum

TO: Terri Hruby AICP, Director of Planning & Community Development
DATE: November 22, 2023
FROM: Ryan Sigworth AICP, Community Planner
VIA: Jaime Fearer AICP, Assistant Director of Planning
RE: Visibility at Lakecrest Drive and Prince James Court

I. BACKGROUND

The Department of Planning and Community Development received an email from a resident regarding visibility and safety at the intersection of Lakecrest Drive and Prince James Court. Specifically, the resident's concern is that cars parked on Lakecrest Drive near the intersection with Prince James Court make it unsafe for drivers turning out of the main entrance of the Charlestowne Village community. In response to this concern, Planning staff conducted a sight distance analysis and have compiled the recommendations included in this memorandum.

Approaching and departing drivers should have an unobstructed view of an intersection to allow for a sufficient length of time to identify and merge into traffic. Recommended sightline and stopping distances are developed by the American Association of State Highway and Transportation Officials (AASHTO). Sight distance is the length of roadway visible to a driver. Stopping Sight Distance (SSD) is defined as the distance traveled from the time a driver in a moving vehicle reacts to a road obstruction and comes to a complete stop without collision. The recommended SSD and Intersection Sight Distance (ISD) for an intersection with turning vehicles is outlined below:

	Right Turning Vehicle	Left Turning Vehicle
Design Speed	25 MPH	25 MPH
Intersection Sight Distance	240 ft.	280 ft.
Stopping Sight Distance	155 ft.	155 ft.

Source: *A Policy on Geometric Design of Highways and Streets*, 7th Edition, AASHTO, 2018

II. EXISTING CONDITIONS

Lakecrest Drive is a City road, located north of the MD 193/Greenbelt Road, and is approximately 1,500 feet long. This road intersects with Prince James Court, which is a private road within the Charlestowne Village condominium community. Prince James Court is controlled by a stop sign at Lakecrest Drive. At the intersection with Prince James Court, parking is permitted approximately 50 feet to the south beyond the intersection along the west side of Lakecrest Drive and approximately 58 feet to the north beyond the intersection along the west side of Lakecrest Drive. Left and right turns from Prince James Court onto Lakecrest Drive are permitted. A sidewalk is present on both sides of Lakecrest Drive at this location, and a sidewalk exists on the north side of Prince James Court. Furthermore, marked crosswalks are not present at Lakecrest Drive and Prince James Court. An image showing the existing conditions is shown below:



Figure 1 – Existing conditions

According to information provided by the City of Greenbelt Police Department, there was one (1) crash in this location between February 2019 and August, 2023. While this crash did not result in a report, the crash is categorized as a “hit and run”. It is important to note that the crash report does not identify if the crash happened at the intersection or if this intersection was used to represent the general area of the collision.

III. ANALYSIS

Planning staff measured ISD conditions looking both northbound and southbound for drivers turning from Prince James Court onto Lakecrest Drive. At the time the sight distance analysis was conducted (October 11, 2023, at 10:45 am) there were cars parked on both sides of the intersection at the spaces closest to the intersection. The weather at the time of the analysis was clear, and the temperature was 60 degrees Fahrenheit. Staff measured the sight distance for drivers turning left and right from Prince James Court onto Lakecrest Drive.

The existing sight distances were compared with minimum requirements, as established by the American Association of State Highway and Transportation Officials (AASHTO)¹ “Green Book” guidelines, considered the national standard by which vehicle sight distance is calculated, measured, and reported.

Sight distance is the length of roadway ahead that is visible to the driver. SSD is the minimum distance required for a driver traveling at a certain speed to safely observe and stop their vehicle for a stationary object in their path before reaching it. The values are based on a driver perception and reaction time of 2.5 seconds and a braking distance calculated for wet, level pavements. When the roadway is either on an upgrade or downgrade, grade correction factors are applied.

The ISD is provided on minor roadway approaches to allow the drivers of stopped vehicles a sufficient view of the major roadway to decide when to enter the major roadway. By definition, ISD is the minimum distance required for a motorist exiting a minor roadway to turn onto the major roadway, without being overtaken by an approaching vehicle reducing its speed from the design speed to 70 percent of the design speed. The ISD design values for right turns from a minor roadway are less than the design values for left turns because, in making right turns, drivers generally accept gaps that are slightly shorter than those accepted in making left turns.

Planning staff measured the available SSD and ISD at the existing driveways in the field and compared them to minimum requirements as established by AASHTO. Based on the posted speed limit of 25 mph, staff calculated the SSD and ISD requirements at the site intersection. The

¹ *A Policy on Geometric Design of Highways and Streets, 7th Edition*; American Association of State Highway and Transportation Officials (AASHTO); 2018.

required minimum sight distances for each direction are compared to the available distances, as shown in Table 1.

Table 1:

	Sight Triangle A – Right-Turn Movement	Sight Triangle B – Left- Turn Movement
Recommended Intersection Sight Distance	240 ft.	280 ft.
Measured Intersection Sight Distance	~ 90 ft.	~ 120 ft.
Recommended Stopping Sight Distance	155 ft.	155 ft.
Measured Stopping Sight Distance	~90 ft.	~105 ft.

As indicated in Table 1, staff measured the existing SSDs along Lakecrest Drive at Prince James Court, and they do not meet the minimum required SSDs for the posted speed limit. Furthermore, the measured ISD values do not meet AASHTO’s desirable ISDs.

IV. RECOMMENDATION

Staff finds that the ISD is insufficient for both right-turn and left turn movements. Parked vehicles impede the sightlines to allow for safe left-turn and right-turn movements onto Lakecrest Drive from Prince James Court. Additionally, the horizontal alignment of Lakecrest Drive further decreases the safety of drivers performing all turning movements from Prince James Court onto Lakecrest Drive. Staff recommends removing all on-street parking along the west side of Lakecrest Drive between Prince James Court and Lakeside Drive in order to achieve the recommended AASHTO ISD standard of 240 feet (approximately 7 parking spaces; see Figure 4: P1 through P7). This recommendation will also achieve the recommended SSD for the posted speed limit of 25 mph on Lakecrest Drive. Furthermore staff recommends removing three (3) on-street parking spaces along the west side of Lakecrest Drive south of the intersection of Lakecrest Drive and Prince James Court (see Figure 4: P8, P9, and P10). This recommendation will also achieve the recommended 280-foot ISD as well as the AASHTO standard of a 155-foot SSD for the posted 25 mph speed limit on Lakecrest Drive.

The analysis and recommendations are graphically explained in the images below:



Figure 2 – Staff Recommendation for Parking Removal

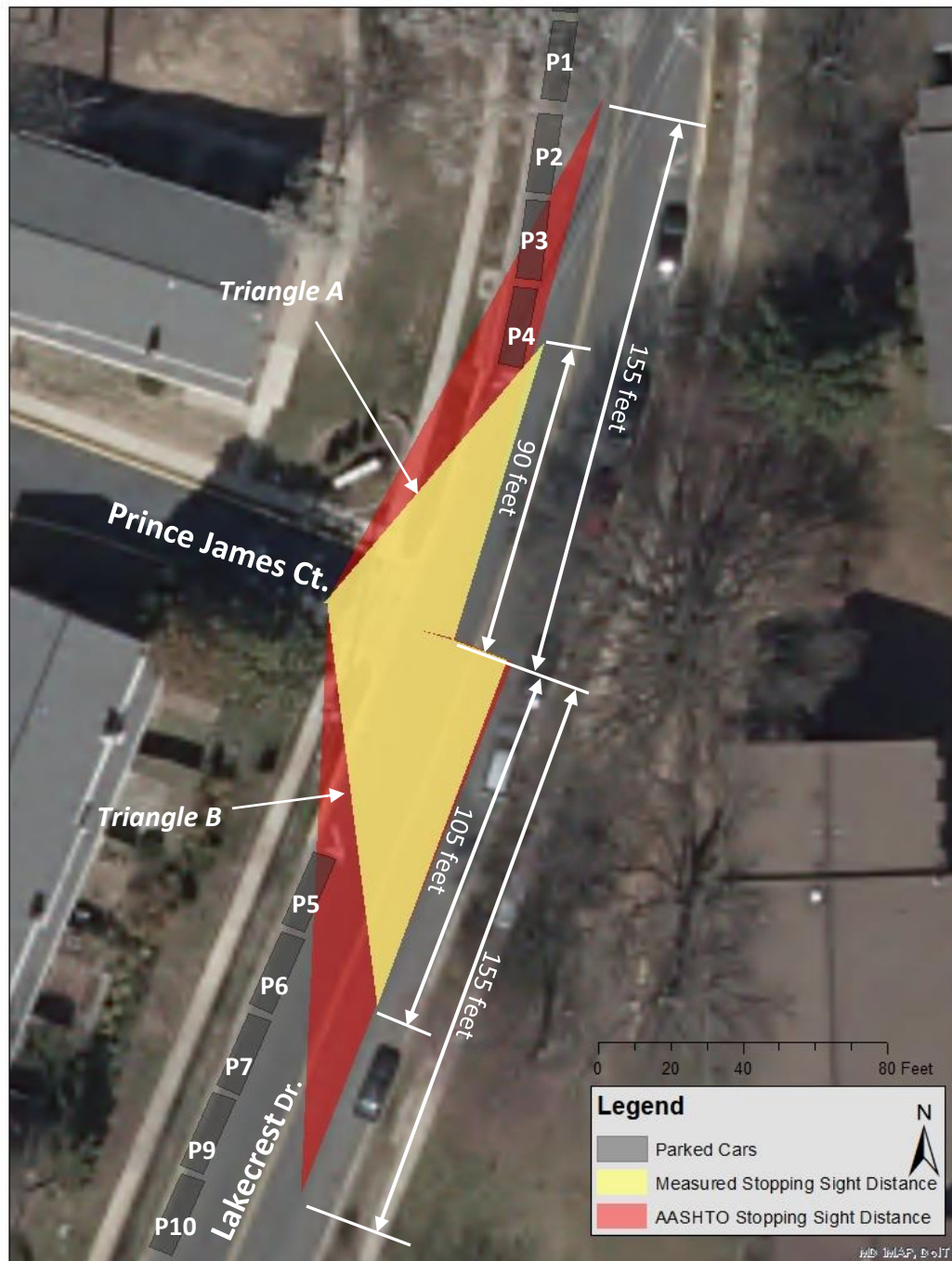


Figure 3 – AASHTO Stopping Sight Distance vs Measured Stopping Sight Distance

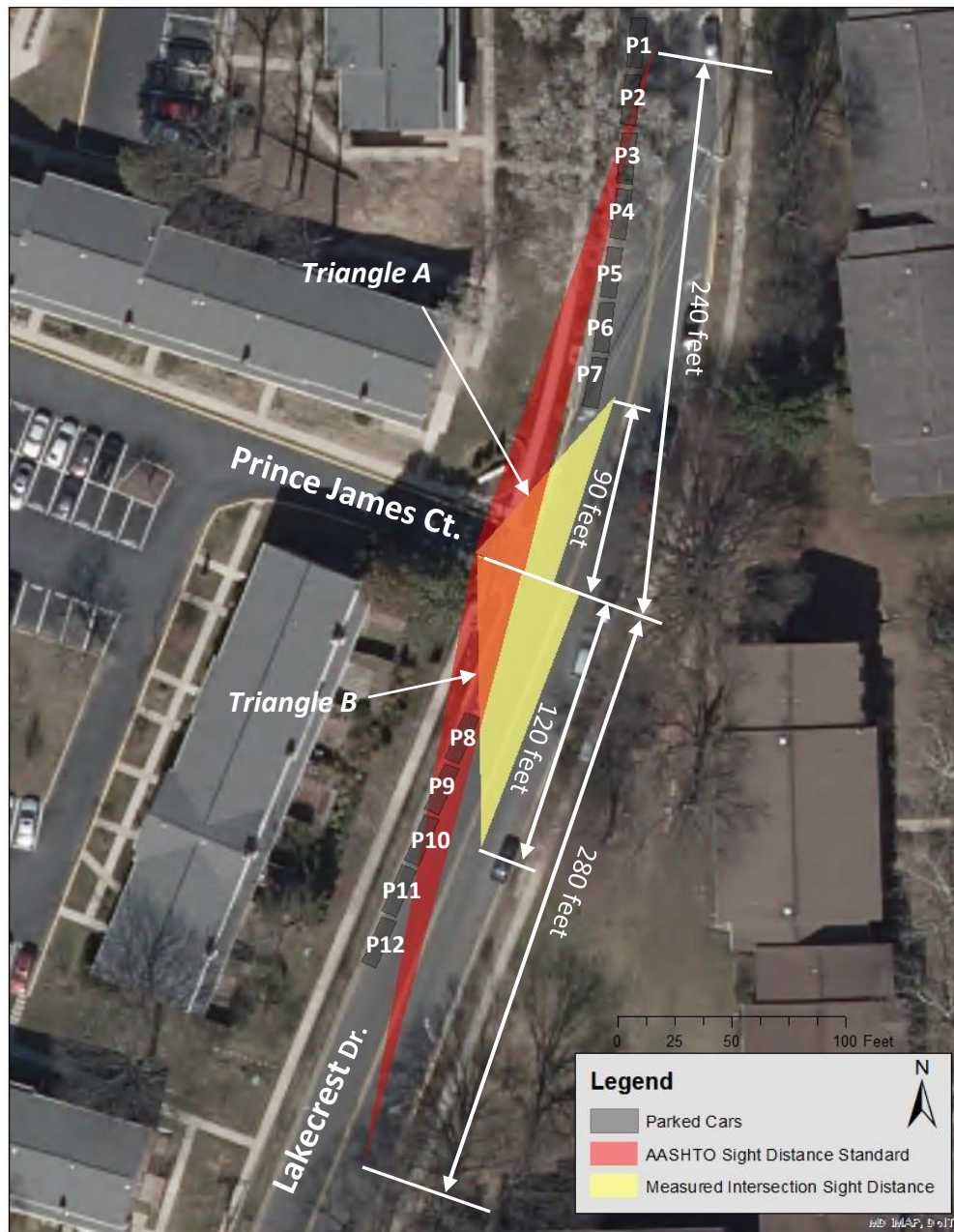
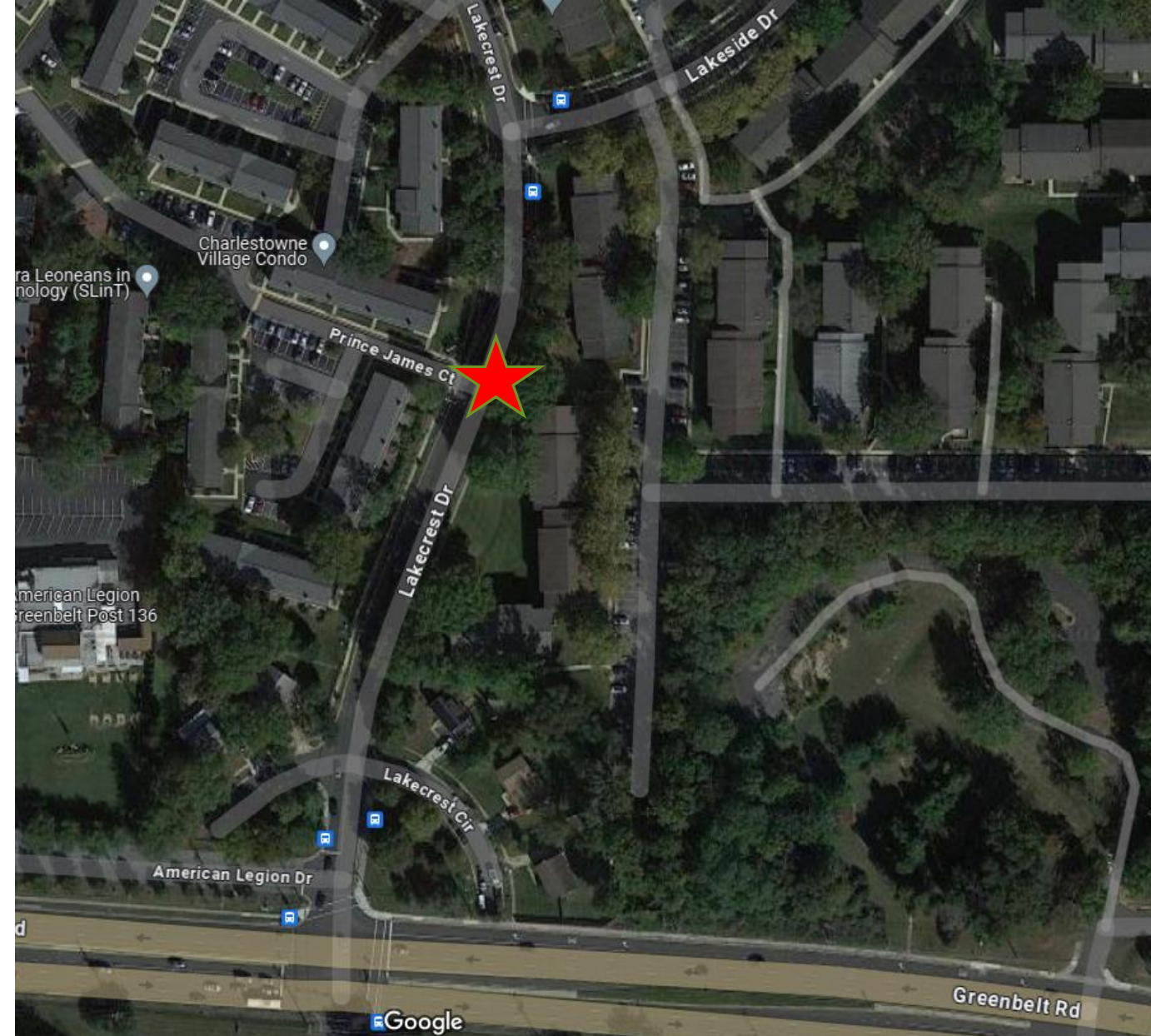


Figure 4 – AASHTO Intersection Sight Distance vs Measured Intersection Sight Distance

Charlestowne Village Sight Distance Study

CITY OF GREENBELT, NOVEMBER 2023



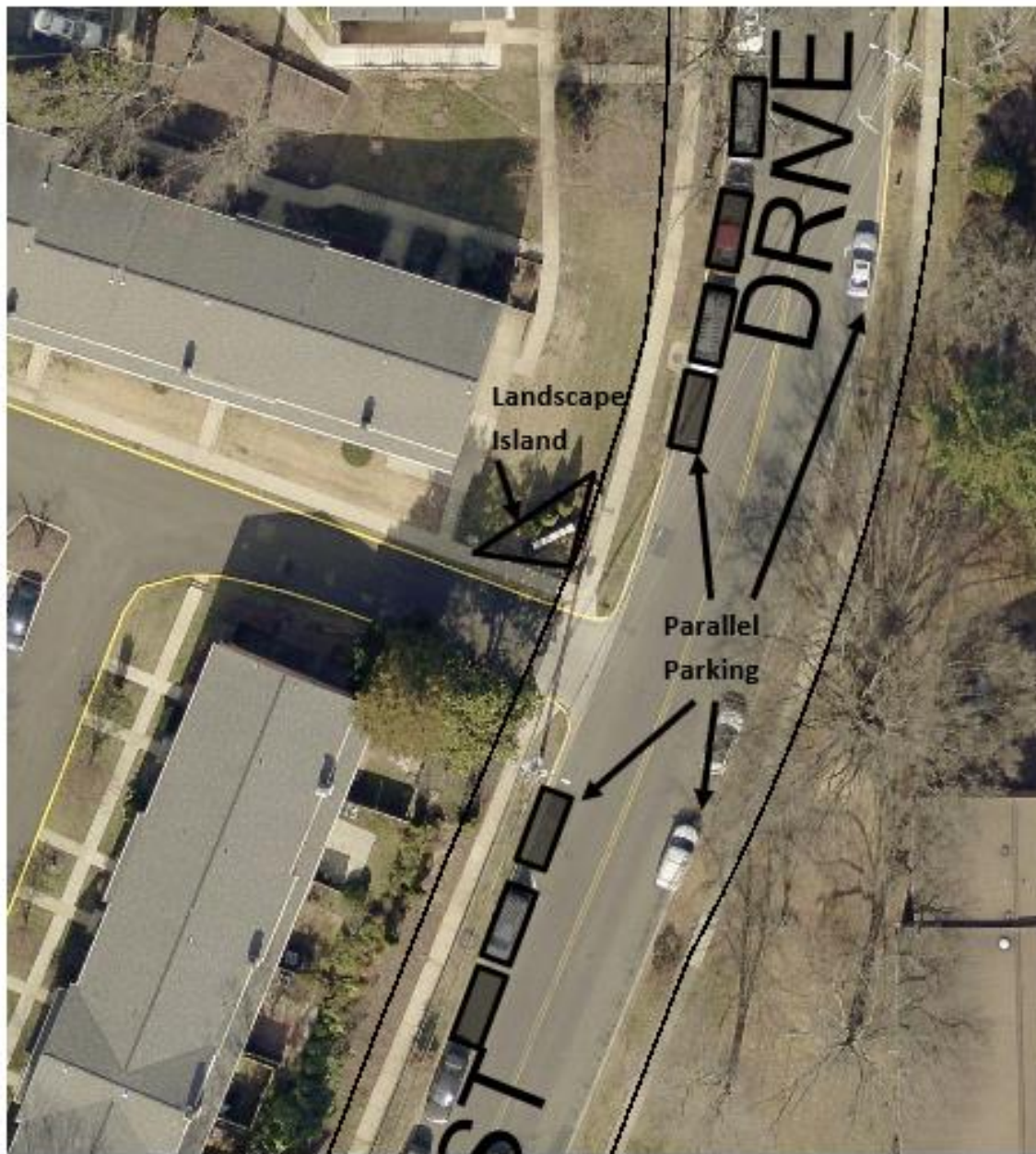


Table 1:

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Recommended Intersection Sight Distance	240 ft.	280 ft.
Measured Intersection Sight Distance	~ 90 ft.	~ 120 ft.
Recommended Stopping Sight Distance	155 ft.	155 ft.
Measured Stopping Sight Distance	~90 ft.	~105 ft.



Figure 3 – AASHTO Stopping Sight Distance vs Measured Stopping Sight Distance



Figure 4 – AASHTO Intersection Sight Distance vs Measured Intersection Sight Distance



City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS (120 minutes - 8:45 - 10:45 pm)

Subject:

Greenbelt Access Television (GATe) MOU

Suggested Action:

The Memorandum of Understanding (MOU) between the City and Greenbelt Access Television (GATe) meeting was held on September 21, 2023. Based on comments received at the meeting with the City Manager, Public Information Officer, and GATe representatives, a MOU has been updated and has been approved. The MOU calls for rent to be paid to the City for GATe's use of space in the Community Center and for GATe to be reimbursed for services (staffing for City meetings and events) provided to the City.

Approval of this item on the consent agenda will indicate Council's intent to approve the MOU as drafted.

Attachments:

[GATe Memorandum of Understanding.pdf](#)

Memorandum of Understanding Between the City of Greenbelt and Greenbelt Access Television, Inc.

This Memorandum of Understanding (MOU) is entered into by the City of Greenbelt (City) and Greenbelt Access Television, Inc. (GATe) to define the relationship between the City and GATe, as well as GATe's use of space in the Greenbelt Community Center.

History

The cable television franchises/systems serving the residents of Greenbelt provide for both municipal access and public access channels. Since the first cable franchise was issued by the City in 1982, the City has utilized the municipal access capability.

Soon after, the City Council appointed an advisory committee to research and recommend a structure for public access in Greenbelt. This advisory committee recommended that the municipal and public access structures should be separate, with the City continuing to conduct municipal access, and a non-profit corporation (GATe) be established to conduct public access in Greenbelt. The advisory committee also served as the basis for the first GATe Board of Directors consisting of eight elected members and one Council-appointed Director, for a total of nine. In 1986, GATe was chartered to promote and provide public access. Over the years, the City's cable operation and GATe have worked in cooperation with each other assisting the development of each other's programming, and that relationship continues to exist. In 1996, GATe was granted space in the Greenbelt Community Center for the purpose of having a studio for its productions. Since the GATe studio was established in the Greenbelt Community Center, GATe has consistently and voluntarily provided its services to the City whenever requested and without charge. Conversely, the GATe's use of the Community Center has been provided by the City rent-free.

Purpose

This MOU is intended to define the relationship between the City and GATe. Much of GATe's purpose, as well as Greenbelt Municipal Access', is to provide community-relevant media in the form of video productions that both occur in and pertain to the City of Greenbelt. With this Memorandum of Understanding comes the mutual agreement that both the City and GATe aim to maintain this symbiotic vision as well as mutually beneficial relationship. Our common mission is to inform our citizens and neighbors and to promote our unique and important community.

Terms

This relationship between the City and GATe should continue under the following terms:

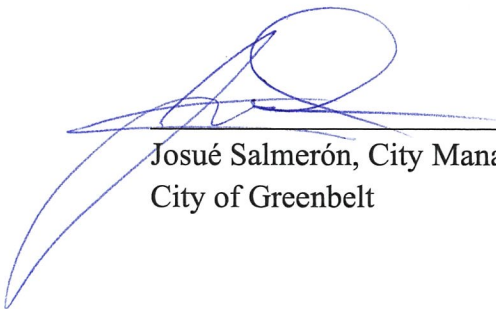
1. The GATe studio is located in Room 204 of the Greenbelt Community Center. It comprises approximately 820 square feet.
2. GATe will be charged rent for this space at the same rate that the Greenbelt News Review is charged. As of Nov 1, 2023, the rent is \$539.31 per month. Rent is to be paid by the 5th of the month. The rent will be adjusted annually based on the CPI.
3. GATe is expected to produce content worth the cost of rent. In July of each year, GATe will provide a report on what it has done for the City during the previous year, including a list of services provided and their dollar value based on GATe's compensation structure at that time. The services, if authorized, will be in the following areas:
 - a. Cablecasting City Council meetings and work sessions as needed;
 - b. Coverage of Labor Day Festival events as well as other Greenbelt Festivals;
 - c. Coverage of regional meetings concerning Public, Education and Government (PEG) access and representation of the interests of PEG access in Greenbelt;
 - d. Provision of additional programming of municipal interest to the City, as requested: It is understood that such productions may also be shown on GATe's channel and will be clearly labeled as GATe productions.
 - e. Coverage of, not sponsored, but important municipal events.
 - f. It is expected that the City can run any GATe produced content on its website and channel, and vice versa.
 - g. All the above shall be determined or authorized by the City's Public Information Officer (Chondria Andrews) or other City Manager designee.
4. The City Manager or designated staff will review the report and the dollar value of the authorized services. A recommendation will be made to the City Council on the report and the value of the services. The dollar value approved by the City Council will be reimbursed to GATe. The dollar value is not to exceed the annual rent amount unless specifically requested by city management.
5. Attached as reference is a report from the previous year prepared by GATe which details GATe's compensation structure for the previous year.
6. GATe and the City will continue to share production equipment when needed and available.
7. GATe and the City will continue to reference each other's services when requests are made for coverage of City and organizational events.

8. This MOU has a term of two years and will renew automatically unless one party notifies the other party that modifications are needed at least sixty (60) days prior to its renewal.

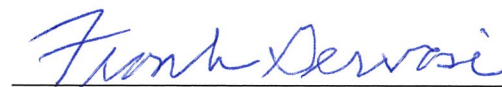
9. Should there come a time that the City is no longer receiving PEG access fees, or is no longer supporting GATe, this MOU shall be terminated.

10. GATe representatives and City Management will meet quarterly per year with the City in order to cohesively plan what specific events we want to feature.

This MOU is signed and agreed to this 8th day of December, 2023.



Josué Salmerón, City Manager
City of Greenbelt



Frank Gervasi, President
Greenbelt Access Television, Inc.

Greenbelt Access Television Inc.'s Compensation Structure as of November 2023

The average videographer and video editor rates, as of 2023, range from \$50 to \$150 an hour. GATe covers ~twenty City events per year. With both of these facts in mind, as well as the stated terms that GATe's compensation is not to exceed the annual amount of its rent cost (unless specifically requested by city management,) the compensation rates for GATe's services expected for the year of 2023 will be at the lower rate of \$50 per hour of videography and editing.

The average amount of hours spent shooting a City event are ~two hours. The time spent editing the footage from the City event is ~four hours. With this average time being ~six hours, at the rate of \$50 an hour for both shooting and editing, the anticipated compensation for each City event video production averages at \$300.

It is to be noted that this is an averaged prediction, as some City offerings and events are shorter productions that require less shooting and editing time, while others take more time to shoot and/or edit. This average estimate accounts for any discrepancies in the time of labor required for each production. However, each production made for the City by GATe will be itemized accordingly in the organization's yearly reports.

City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Ryan Sigworth

Submitting Department: Planning

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS (120 minutes - 8:45 - 10:45 pm)

Subject:

Resolution for Departure 23-008-DSDS, Greenbelt Honda

Ryan Sigworth AICP, Community Planner

The Advisory Planning Board approved Departure 23-008-DSDS for Greenbelt Honda at their November 1, 2023, meeting. Under City Code, the City Council may adopt a departure by consent after 15 days unless an objection has been filed with the City Clerk during the objection period. No objection has been received and, therefore, is being submitted for adoption by the City Council under the process outlined in City Code.

Suggested Action:

Attachments:

[Council Cover Memo_DSDS 23-008_11.1.2023_final.pdf](#)

[Resolution 23-008-DSDS_Signed_APB.pdf](#)

Memorandum

TO: City Council
FROM: Ryan Sigworth AICP, Community Planner
DATE: November 9, 2023
SUBJECT: Departure Request (23-008 DSDS) – APB Resolution

In April 2023, 6500 Capitol Real Estate, LLC, the owner of the property located at 6500 Capitol Drive and the location of Greenbelt Honda, submitted an application for a Departure from Sign Design Standards (DSDS). 6500 Capitol Real Estate, LLC is requesting permission to construct a second sign on a property with two frontages.

The Advisory Planning Board held a public hearing on the application on November 1, 2023. At the hearing City planning staff recommended approval of the application. No one spoke in opposition of the application. The Advisory Planning Board found sufficient justification to recommend unanimous approval of the requested DSDS. The Board's recommendation is attached.

According to the Greenbelt City Code, Section 20-10(c), "not less than fifteen days (15) days after receipt of a recommendation from the planning board regarding a departure, a majority of the city council may adopt the recommendation of the planning board by consent, unless within that fifteen (15) day period, a councilmember requests oral argument on the matter or exceptions and a request for oral argument are filed in accordance with section 20-10."

If any City Council member has an objection to the findings of the Advisory Planning Board, a request for oral argument must be submitted to the City Clerk by 4:00pm on Monday, November 27, 2023. A request for oral argument form is attached. If no one appeals the decision of the Advisory Planning Board, the resolution will be placed on City Council's consent agenda at its regular meeting on December 11, 2023.

RESOLUTION
OF THE GREENBELT ADVISORY PLANNING BOARD
RECOMMENDING APPROVAL OF A DEPARTURE FROM SIGN
DESIGN STANDARDS OF SECTION 27-614(d)(2)(B) OF THE PRINCE
GEORGE'S COUNTY ZONING ORDINANCE TO PERMIT A SECOND
SIGN ON A PROPERTY WITH TWO FRONTAGES.

WHEREAS, the City of Greenbelt (hereinafter the "City"), pursuant to Ordinance 1173 (hereafter the "Ordinance"), is authorized to hear requests for Departures from Sign Design Standards from the terms of the Prince George's County Zoning Ordinance (hereafter the "Zoning Ordinance"), and to make recommendations to the Greenbelt City Council in connection therewith, and

WHEREAS, the City is authorized by the Ordinance to grant an application for a Departure from Sign Design Standards if the Greenbelt Advisory Planning Board (hereinafter the "APB") makes the following findings pursuant to Chapter 20, Article III, Section 20-10 of the Greenbelt City Code:

- (1) The purposes of the Prince County's Zoning Ordinance will be equally well or better served by the applicant's proposal;
- (2) The Departure is the minimum necessary, given the specific circumstances of the request;
- (3) The Departure is necessary in order to alleviate circumstances which are unique to the site; or prevalent in areas of the County developed prior to November 29, 1949; and
- (4) The Departure will not impair the visual, functional, or environmental quality or integrity of the site or of the surrounding neighborhood;

WHEREAS, on or about April 12, 2023, 6500 Capitol Real Estate, LLC (the "Applicant") submitted an application for a Departure from Sign Design Standards (DSDS) of Section 27-614(d)(2)(B) of the Prince George's County Zoning Ordinance for the property located at 6500 Capitol Drive, Greenbelt, MD. The applicant requests a Departure from Sign Design Standards to permit a second sign on a property with two frontages where the two frontages under the Prince George's County Zoning Ordinance; and,

WHEREAS, the notice of the public hearing was posted on the property in accordance with the adopted Ordinance; and,

WHEREAS, the technical staff report recommended **APPROVAL** of the Departure to permit a second free standing (monument) sign on Capitol Drive of a property with two

frontages; thereby increasing the allowable angle between two (2) streets that are not parallel; and,

WHEREAS, on November 1, 2023, the APB conducted a public hearing on the merits of the Departure application, at which the APB heard testimony and accepted evidence with respect to whether it can make the necessary findings set forth in the Ordinance to grant a Departure from Sign Design Standards of Section 27-614(d)(2)(B) of the Prince George's County Zoning Ordinance; and,

WHEREAS, the APB's recommendation is based upon analysis of the record by the Board and on the findings and conclusions presented in the technical staff report; and,

WHEREAS, the APB hereby makes the following findings of fact:

1. The subject property is a 6.5-acre parcel of land, described as Lot 8 on a plan of subdivision entitled "Greenbelt Triangle" (Subject Property) among the Land Records of Prince George's County in Plat Book NLP 97, Plat No. 71. The Subject Property is located on the north side of Capitol Drive (parallel with Greenbelt Road), approximately 800 feet west of where Greenbelt Road crosses under the Capital Beltway.
2. The County Zoning Ordinance allows properties with two frontages to have a sign on each frontage when the angle between the two (2) streets is less than 45 degrees.
3. The applicant is proposing a second sign on a for a property with two (2) frontages where the angle between the two (2) streets is 56 degrees, 43 minutes, and 2 seconds.
4. The City mailed the required public hearing notices and the applicant provided a signed affidavit attesting that the required public hearing sign was posted on the subject property advertising the November 1, 2023, public hearing.
5. No one spoke in opposition of the application during the public hearing.

WHEREAS, the APB makes the following conclusions of law:

1. The purposes of the Prince George's County Zoning Ordinance are equally well or better served by the Departure. The purpose of Part 12, Division 1 (Signs) in the Prince George's County Zoning Ordinance will not be negatively served by the Departure. Section 27-614 is designed to place limits on the design and number of signs. The Zoning Ordinance does allow for multiple signs when a property has multiple frontages with significant amounts of frontage or properties with smaller frontages and a shallow angle of less than 45 degrees to be considered "approximately parallel." This requirement is designed so allowed signs cannot be seen from one another and limit the visual intrusiveness of multiple signs overall. In this particular case, one sign is on the Capital Beltway frontage and the proposed sign is along the service road at the entrance to the automobile dealership. Neither sign can be seen from the other even though the angle between the two frontages exceeds 45 degrees.

Furthermore, the roads on the frontages of the subject property have different purposes. The Capital Beltway handles regional traffic where a larger freestanding sign helps locate the dealership for faster moving traffic. Capitol Drive, and by extension Greenbelt Road, handles slower moving traffic. Thus, a corresponding sign of smaller height and area locates the dealership for this traffic that is more likely to stop at the dealership for business purposes.

Because the public will likely experience these signs independently rather than simultaneously or in quick succession, the purpose of the Prince George's County Zoning Ordinance is equally or better served.

The Departure meets this criterion.

2. The Departure is the minimum necessary, given the specific circumstances of the request. The second sign on Capitol Drive is the minimum necessary to accomplish the applicant's needs. The applicant will construct a monument-style sign no taller than 8'6". Section 27-614(b) would allow for a sign with a maximum height of 25 feet and an area of 95 square feet given the subject property's 380 feet of frontage on Capitol Drive. The Departure is the minimum necessary to meet the applicants needs with a monument sign of no more than 8'6" and a maximum area of 29.33 square feet (5'5" by 5'5").

The Departure meets this criterion.

3. The Departure is necessary in order to alleviate circumstances which are unique to the site, or prevalent in areas of the county developed prior to November 29, 1949. The Departure is necessary to alleviate circumstances specific to the site. The subject property is uniquely shaped such that it has frontage on two roadways. Although not "approximately parallel" as defined in Section 27-614(d)(5), the two roadways exhibit the same characteristics as though they were parallel. The two streets do not intersect or connect to each other in a way that one sign could be visible from both roadways.

From a functional standpoint, the Subject Property's two frontages have roadways which function very differently. Capital Beltway traffic is more regional in nature at higher speed where the existing pole-mounted sign is appropriate. The majority of this traffic is unlikely to stop at the dealership but may note its general location. Alternatively, the Capitol Drive frontage has significantly more local traffic at lower speeds which is more likely to enter the subject property for a specific purpose. These drastically different frontages provide a unique characteristic to the subject property.

The Departure meets this criterion.

4. The Departure does not impair the visual, functional, or environmental quality or integrity of the site or of the surrounding neighborhood. The request for a second sign on the Capitol Drive frontage measuring no more than 8'6" tall with an area of 29.33 square feet (5'5" by 5'5") will not impair the visual, functional, or environmental quality of integrity

of the site or of the surrounding neighborhood. Because the second sign is significantly less in height and area than the Zoning Ordinance would allow if the Departure is granted, neither sign is visible from any vantage point. Because the sign on the Capitol Drive frontage is a monument-style sign, it reduces impact on the site and is of lesser or equal impact to any other sign in the general vicinity. The surrounding neighborhood is commercial in nature and the sign does not affect any residential use.

The Departure meets this criterion.

NOW, THEREFORE, BE IT RESOLVED the Greenbelt Advisory Planning Board hereby recommends, based on the evidence and testimony presented, that the request for a Departure from Section 27-614(d)(2)(B) of the Prince George's County Zoning Ordinance to allow for the installation of a second free standing (monument) sign on Capitol Drive frontage, be **APPROVED** with the following conditions:

- 1.) Sign dimensions are limited to no more than 8'6" in total height including the podium and a sign area of 29.33 square feet (5'5" by 5'5").
- 2.) Prior to submittal of a sign permit to the City of Greenbelt, the Applicant must submit a landscape plan for the base of the sign to be reviewed and approved by Staff.

<u>Name of APB Member</u>	<u>In Favor</u>	<u>Opposed</u>	<u>Absent</u>
Benjamin Friedman, Chair	X		
Isabelle Gournay, Vice Chair	X		
Keith Chernikoff	X		
James Drake	X		
Matthew Inzeo	X		
Maria Silvia Miller			X
Syed Shamim	X		

So recommended this 1st day of November 2023.

GREENBELT ADVISORY PLANNING BOARD


Benjamin Friedman
Chair

BE IT FURTHER RESOLVED that this resolution of the Greenbelt Advisory Planning Board shall take effect immediately upon adoption by the Greenbelt City Council.

APPROVED by the Council of the City of Greenbelt, Maryland at its regular meeting of,

2023.

Emmett V. Jordan, Mayor

ATTEST:

Bonita Anderson, City Clerk

City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS (120 minutes - 8:45 - 10:45 pm)

Subject:

MAGLEV Supplemental Letter, D. Spendiff, 12/11/2023

Suggested Action:

Reference: Draft Letter,

Jill Grant & Associates wanted to note that after the City submitted its comments on BWRR's application to the Maryland Department of the Environment (MDE) for a water quality certification, on November 16, BWRR submitted hundreds of additional pages in support of its application that are now posted on MDE's website:

<https://mde.maryland.gov/programs/water/WetlandsandWaterways/Pages/SCMAGLEV.aspx>.

BWRR's submittal was at least partly in response to MDE's request for additional information; however, the timing was such that it prevented the public – Greenbelt included – from commenting.

The Maryland Coalition for Responsible Transit (MCRT) plans to review these additional materials and submit supplemental comments to MDE, even though their comments will be outside of the public comment period. Jill Grant & Associates conducted a brief, high-level review of the new materials and, while they provide more details about the impacts of the Maglev project on water quality and additional plans and maps, BWRR continues to defer important analyses of water quality impacts until later stages of the National Environmental Policy Act (NEPA) process, which is currently paused.

Because MCRT plans to review and comment on the new BWRR material, we instead propose that the City submits a short letter objecting to MDE's process because it closed the public comment period before BWRR submitted this new information. We recommend submitting such a letter by next week, to allow MDE time to respond prior to the certification deadline.

Approval of this item on the consent agenda will indicate Council approval of the draft letter. Please note that that more research is needed but that the final letter to be submitted will be “substantially similar.”

Attachments:

[2023-12-11 Supp Comment on Notice Issues w BWRR WQC Process - JGA draft.pdf](#)

Danielle Spendiff
Chief, Regulatory & Customer Service Division
Maryland Department of the Environment
1800 Washington Boulevard, Suite 430
Baltimore, MD 21230
danielle.spendiff1@maryland.gov - **DRAFT**

December 11, 2023 - ***VIA EMAIL ONLY***

Re: Greenbelt's Supplemental Comment on Baltimore-Washington Rapid Rail's Request for Water Quality Certification for the Superconducting Magnetic Levitation (SCMAGLEV) Project, 23-WQC-0007

Dear Ms. Spendiff,

On behalf of the City of Greenbelt, Maryland (Greenbelt), we submit the following supplemental comment on the Baltimore-Washington Rapid Rail's (BWRR) Request for Water Quality Certification for the Superconducting Magnetic Levitation (SCMAGLEV) Project, 23-WQC-0007.

Greenbelt has been an active participant in the administrative process for the SCMAGLEV, including by providing comments on the SCMAGLEV Draft Environmental Impact Statement (DEIS) and BWRR's Water Quality Certification (WQC) Application, and we take seriously our commitment to carefully review and understand the potential impacts of projects that could affect the Greenbelt community. As Greenbelt and others have explained in their comments, BWRR's WQC application does not present a full picture of the Project's impacts on federal and state water quality nor its consistency with water quality requirements, but even the incomplete information provided in BWRR's application shows that the SCMAGLEV is inconsistent with Maryland's antidegradation policy and will cause impermissible water quality impacts, therefore requiring the Maryland Department of the Environment (MDE) to deny BWRR's application for certification.

Greenbelt now formally objects to MDE's public comment process on BWRR's WQC application as violating Maryland law.

Greenbelt—and other commenters—submitted comments to MDE on BWRR's application by the comment period deadline of November 16, 2023. On that same date, BWRR submitted hundreds of additional pages in support of its application. BWRR's submittal was at least partly in response to MDE's request for additional information; however, the timing was such that it prevented the public from commenting on that additional material. MDE publicly posted the materials the following week, which Greenbelt appreciated, but posting the materials the following week meant that they were publicly available only after the public comment period had officially closed.

This public comment process is not consistent with the applicable Maryland regulations or general principles of administrative law. Maryland requires public notice “of each application for certification.”¹ Yet, the materials MDE posted after it noticed several public hearings on BWRR’s WQC application on August 25, 2023 did not comprise a complete application. As MDE stated in its September 8, 2023 letter on BWRR’s WQC application, “[o]verall BWRR’s WQC request is lacking essential information related to construction, stormwater management, operations, and maintenance, all of which may result in discharges to regulated waters.”² MDE allowed BWRR over two months to respond with the additional requested information, so that BWRR’s deadline coincided with the close of the public comment period. Under Maryland law, MDE should have required BWRR to provide the additional materials sufficiently before the end of the public comment period to enable public review and informed comment, extended the public comment period to provide adequate time for comment on the additional information, or both. Instead, MDE’s process foreclosed the public from reviewing and commenting on significant portions of BWRR’s application.

On October 6, 2023, Greenbelt requested an extension of the public comment period, given the voluminous materials MDE had already posted and the important concerns Greenbelt and its constituents have with the SCMAGLEV. Similarly, commenters affiliated with the Maryland Coalition for Responsible Transit requested that MDE commit to accepting public comments after the close of the initial public comment period to ensure an opportunity, abbreviated though it might be, to review BWRR’s supplemental materials, but to our knowledge MDE has not responded to those requests.

Greenbelt staff have not had the opportunity to review BWRR’s supplemental materials, but we understand that other affected entities have done so and may be providing comments; if so, we urge MDE to give those comments its full consideration.

We look forward to MDE’s response on this important issue. We cannot fulfill our duty to our constituents to review and comment on projects with anticipated impacts to their families and environment without the time to do.

Sincerely,

Emmett V. Jordan
Mayor of the City of Greenbelt

cc: City Council

¹ Code of Maryland Regulations § 26.08.02.10(C)(1).

² Letter from Danielle A. Spendiff, MDE, to BWRR at 1-2 (Sept. 8, 2023), available at <https://mde.maryland.gov/programs/water/WetlandsandWaterways/Pages/SCMAGLEV.aspx>.

Josué Salmerón, City Manager
Terri Hruby, AICP, Director of Planning and Community Development

City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS (120 minutes - 8:45 - 10:45 pm)

Subject:

Council Reconsideration of Advisory Board Resignation

Suggested Action:

At the last Council Regular Meeting on November 27, 2023, the Council accepted Ms. Patricia Evans's resignation with regret from the Board of Election.

With the approval of this item on the consent agenda, the Council will reinstate Ms. Evans to the Board of Election.

Attachments:

City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section: OTHER BUSINESS (120 minutes - 8:45 - 10:45 pm)

Subject:

Meetings

Suggested Action:

Attachments:

[meetings.pdf](#)

CITY OF GREENBELT, MARYLAND
25 Crescent Road, Greenbelt, MD 20770-1891



12/7/2023 1:43 PM

City Council Meetings & Work Sessions
December – January

Work Session – Parke Crescent Apartments	Wed.	12/13	7:30 pm
Advisory Board Interview	Mon.	12/18	7:10 pm
Work Session – State Highway Administration	Mon.	12/18	7:30 pm
Work Session – Municipal Building Architect Study Update/Greenbelt Access TV	Wed.	12/20	7:30 pm
No Meeting – Christmas	Mon.	12/25	
No Meeting	Wed.	12/27	
No Meeting – New Year's Day	Mon.	01/01	
Work Session – TBD	Wed.	01/03	7:30 pm
Regular Meeting	Mon.	01/08	7:30 pm
Work Session – PGCPs Building Services and School Boundaries (tentative)	Wed.	01/10	7:30 pm
No Meeting – Martin Luther King Jr. Day	Mon.	01/15	
Work Session – Diversity, Equity, and Inclusion (DEI) Tribes Audit Update	Wed.	01/17	7:30 pm
Regular Meeting	Mon.	01/22	7:30 pm
Work Session – TBD	Wed.	01/24	7:30 pm
Council Retreat	Sat.	01/27	9:00 – 2:00
Work Session – City Manager's Update	Mon.	01/29	7:30 pm
Work Session – Buddy Attick Park Master Plan	Wed.	01/31	7:30 pm

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. Unless otherwise noted, meetings will be held in the Council Chambers in the Municipal Building (MB) at 25 Crescent Road and virtually by Zoom. Zoom meeting information for public participation is posted on the City's website at www.greenbeltmd.gov on the meeting 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



12/7/2023 1:43 PM

Ready to be scheduled:

Townhall Meeting: Virtual Meetings Accessibility
for Blind and Visually Impaired
City Contracting Policy
Walk-way fixture
Verde Apartments
Greenbelt Road Corridor
Meet and Greet School Board CEO
Board of Education – Building Services and
Boundaries (*Provided January dates*)
Prince George’s County Council (*Provided
December dates*)
WSSC (*March/April*)
Bureau of Engraving and Printing

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
Museum Plan
Bernard Penney (*Memorial Donation in honor of
Leonie Penney*)
Potential Bond Referendum/Capital Financing
Cemetery Plans
MARC Train Service/ MDOT
Arts & Entertainment District
EV Chargers Five Year Plan
Fleet Vehicles Ten Year Plan
GHI/Prince George’s County (Stormwater issues)

City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section: OTHER BUSINESS (120 minutes - 8:45 - 10:45 pm)

Subject:

Stakeholder List

Suggested Action:

Attachments:

[Stakeholder Schedule.pdf](#)

Annual															
Advisory Group Chairs	7/22	7/23													
Franklin Park at Greenbelt Station Mgmt.	12/21	12/22													
Greenbelt Center HOAs	3/23														
Greenbelt East HOAs and COAs/Greenbelt East Advisory Coalition	4/22	6/23													
Greenbelt Homes, Inc.	8/22	8/23													
Greenbelt Station HOA/Verde Apts.	8/22	8/23													
School Board Member	9/21	2/23	8/23												
State Highway Administration	11/20	11/22													
Biennial															
Beltsville Ag. Research Center	8/18	11/22	11/23												
Beltway Plaza	9/22														
NASA/GSFC	3/22	4/23													
Greenbelt Business Alliance	10/22														
Greenbelt Park NPS	1/22	3/23													
Greenway Shopping Center	12/20	2/23													
Religious/Spiritual Organizations	6/22														
Twice a Year															
County Council Person and At Large Members	5/23														
Meetings as Needed															
Apartments	4/21														
Comcast/Verizon	3/21														
Greenbelt Office Parks															
Greenbelt Watershed Groups	10/19														
Hotels	8/23														
PEPCO	2/22	9/23													
WSSC	2/22	6/23	10/23												
Washington Gas	8/23														
Prince George's Economic Development Corp.	11/21														
Prince George's Planning Board	10/19														
Roosevelt Center Owner	8/20														
University of Maryland	4/15														
WMATA/PGDPW&T (Semi-Annual)	5/22														
Newly Elected/Appointed Officials (Presentation of a Council Regular Meeting)															
County Executive															
School Board CEO															
State's Attorney	1/23														

City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS (120 minutes - 8:45 - 10:45 pm)

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 GOG's policy boards and committees 2024. Attached is a list of the current appointments, COG has requested the appointments to be submitted in January 2024.

Approval of this item on the consent agenda will indicate Council's approval of the 2024 Metropolitan Washington Council of Governments appointments.

Attachments:

[City of Greenbelt 2024.pdf](#)

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

Board/Committee	2023 Appointment	2024 Appointments
COG Board of Directors (Appoint 1 member and 1 alternate)	Member Name: Emmett Jordan Alternate Name: Kristen Weaver	Member Name: Emmett Jordan Email: ejordan@greenbeltmd.gov Alternate Name: Kristen Weaver Email: kweaver@greenbeltmd.gov
Transportation Planning Board (Appoint 1 member and 1 alternate)	Member Name: Emmett Jordan Alternate Name: Rodney Roberts	Member Name: Kristen Weaver Email: kweaver@greenbeltmd.gov Alternate Name: Rodney Roberts Email: rroberts@greenbeltmd.gov
Metropolitan Washington Air Quality Committee (Appoint 1 member and 1 alternate)	Member Name: Kristen Weaver Alternate Name: Brandon R. Gordon	Member Name: Kristen Weaver Email: kweaver@greenbeltmd.gov Alternate Name: Email:
Region Forward Coalition (Appoint 1 member and 1 alternate)	Member Name: Emmett Jordan Alternate: Vacant	Member Name: Emmett Jordan Email: ejordan@greenbeltmd.gov Alternate Name: Email:
Human Services Policy Committee (Appoint 1 member and 1 alternate)	Member Name: Silke Pope Alternate: Brandon R. Gordon	Member Name: Danielle McKinney Email: dmckinney@greenbeltmd.gov Alternate Name: Silke Pope Email: spope@greenbeltmd.gov
Climate Energy and Environment Policy Committee (Appoint 1 member and 1 alternate)	Member Name: Colin Byrd Alternate: Judith Davis	Member Name: Jenni Pompei Email: jpompi@greenbeltmd.gov Alternate Name: Email:
Chesapeake Bay and Water Resources Policy Committee (Appoint 1 member and 1 alternate)	Member Name: Judith Davis Alternate: Silke Pope	Member Name: Jenni Pompei Email: jpompi@greenbeltmd.gov Alternate Name: Silke Pope Email: spope@greenbeltmd.gov
Food and Agriculture Regional Member Policy Committee (Appoint 1 member and 1 alternate)	Member Name: Vacant Alternate: Vacant	Member Name: Danielle McKinney Email: dmckinney@greenbeltmd.gov Alternate Name: Email:

City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS (120 minutes - 8:45 - 10:45 pm)

Subject:

* Board and Committee Liaison Assignments

Suggested Action:

Reference: City Council Boards and Committees Liaison Assignments

At the December 6th Work Session, Council discussed boards and committee's 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:

[City Council Boards and Committees Liaison Assignments_2023-25.pdf](#)



CITY COUNCIL BOARDS AND COMMITTEES LIAISON ASSIGNMENTS

Advisory Boards and Committees	Current Liaison 2021-2023	Assigned Liaison 2023-2025
Advisory Committee on Education	Mr. Byrd	Ms. Pompei
Advisory Planning Board	Ms. Davis	Ms. McKinney
Arts Advisory Board	Mr. Roberts	Mr. Roberts
Community Relations Advisory Board	Mr. Gordon	Ms. Pompei
Forest Preserve Advisory Board	Ms. Davis	
Greenbelt Advisory Committee on Environmental Sustainability	Ms. Weaver	Ms. Weaver
Park and Recreation Advisory Board	Ms. Weaver	Ms. Weaver
Public Safety Advisory Committee	Ms. Pope	Ms. Pope
Senior Citizens Advisory Committee	Ms. Pope	Ms. Pope
Youth Advisory Committee	Mr. Byrd	Ms. McKinney
Other Assignments		
Anacostia Trails Heritage Area	Mayor Jordan	Mayor Jordan
GATe	Mr. Gordon	Ms. Pope
PGCMA Legislative Committee	Ms. Davis	Mayor Jordan

City Council Agenda Item Report

Meeting Date: December 11, 2023

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS (120 minutes - 8:45 - 10:45 pm)

Subject:

Contract for Natural Gas Supply with Engie

Suggested Action:

Reference:

Memorandum, J. Salmeron, 12/08/2023

Contract

The City have successfully entered into a new contract with Engie for our natural gas supply. This 24-month agreement was finalized after a careful procurement process facilitated by Open Market Energy. The City consumes about 86,000 Therms of Natural Gas annually across ten different gas accounts for all our facilities. We considered proposals from three different suppliers, as detailed in the table below:

Supplier Name	Term (Months)	Price per Therm
Engie	24	\$0.4319
WGL Energy	24	\$0.5010
UGI	24	\$0.5178

The "two-year gas price lock" at \$0.4319/therm with Engie offers us a favorable rate compared to our previous arrangement with WGL Energy, their proposed rate, and the alternative option from UGI. This decision will provide budget stability and cost savings over the next two years.

Approval of this item on the consent agenda will indicate Council approval of the contract with Natural Gas Supply Engie.

Attachments:

[2023.12.08_Contract for Natural Gas Supply with Engie_MEMO.pdf](#)

[GB_Engie_naturalGasContract20231207.pdf](#)

CITY OF GREENBELT, MARYLAND

OFFICE OF THE CITY MANAGER

25 CRESCENT ROAD, GREENBELT, MD. 20770



Josué Salmerón
City Manager

MEMORANDUM

Date: December 08, 2023
To: Council
Re: Contract for Natural Gas Supply with Engie

Dear Council,

I am pleased to inform you that we have successfully entered into a new contract with Engie for our natural gas supply. This 24-month agreement was finalized after a careful procurement process facilitated by Open Market Energy. The City consumes about 86,000 Therms of Natural Gas annually across ten different gas accounts for all our facilities. We considered proposals from three different suppliers, as detailed in the table below:

Supplier Name	Term (Months)	Price per Therm
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The "two-year gas price lock" at \$0.4319/therm with Engie offers us a favorable rate compared to our previous arrangement with WGL Energy, their proposed rate, and the alternative option from UGI. This decision will provide budget stability and cost savings over the next two years.

A copy of the contract is included in the consent agenda. Should you have any questions or require further information regarding this contract, please feel free to contact me.



Maryland Natural Gas Firm Commercial Service Agreement

Customer Information

Name	City of Greenbelt	Date	12/7/2023
Address	555 Crescent Rd Greenbelt, MD 20770	Contract Term	24 months beginning 1/1/2024 or the first available meter read thereafter.
Email		Type	New
Phone		Contract Volume	173,640
SS#/EIN#			

Account Information

See Schedule A for a list of the Utility Accounts covered under this agreement

Customer Disclosure Statement

Price	Fixed, NYMEX+ or Variable rate per therm/CCF plus applicable taxes, and plus any costs and expenses resulting from a Change in Law in accordance with paragraph 18 of this Agreement.
How the price is determined	Fixed rate of \$0.4319 per therm/CCF plus applicable taxes, in addition to any costs and expenses resulting from a Change in Law in accordance with paragraph 18 of this Agreement. Rate includes storage and balancing
Length of the agreement and end date	24 months beginning 1/1/2024 or the first available meter read thereafter.
Amount of Early Termination Fee and method of calculation	No early termination fee for variable service. If fixed or NYMEX+ service, the projected amount of the commodity to be consumed by Customer for the remainder of the current Term multiplied by the difference between the fixed price in effect for the remainder of the current Term and the price at which ENGIE can sell such gas following the termination.
Amount of Late Payment Fee	Customer will pay 1.5% on overdue balances not received by ENGIE within 20 days of the date of the bill.
Provisions for renewal of the agreement	Upon completion of the Initial Term, this Agreement will automatically renew on a month to month basis at a variable monthly rate unless ENGIE obtains customer's authorization after customer has received written notification of any proposed changes to such terms at least 45 days but no more than 90 days prior to the renewal date (the "Renewal Term"). Customer shall retain the right to renew, terminate or renegotiate this Agreement prior to the anniversary date of the renewal period.
Guaranteed Savings	This agreement offers no guaranteed savings
Consolidated Billing	ENGIE supply charges will be presented on the utility invoice

ENGIE Power & Gas LLC is licensed by the Maryland Public Service Commission ("Commission") to offer and supply natural gas supply services in Maryland under license reference No. IR-2705.

Invoice Information

Invoices for the Utility Accounts on this Agreement will be sent to: City of Greenbelt
555 Crescent Rd
Greenbelt, MD, 20770

General Terms and Conditions

1. Agreement to Sell and Purchase Energy. This is an agreement between ENGIE Power & Gas LLC ("ENGIE") and the undersigned customer ("Customer") under which Customer shall initiate natural gas supply service and begin enrollment with ENGIE (the "Agreement"). Subject to the terms and conditions of this Agreement, ENGIE agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by ENGIE, necessary to meet Customer's requirements based upon consumption data obtained by ENGIE or the delivery schedule of the Local Distribution Company (the "LDC"). The amount of natural gas delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by ENGIE or the LDC's delivery schedule. The LDC will continue to deliver the natural gas commodity supplied by ENGIE.

2. Term. This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to ENGIE is deemed effective by the LDC, and shall continue for 24 months beginning 1/1/2024 or the first available meter read thereafter, (the "Initial Term"). Upon completion of the

Initial Term, this Agreement will automatically renew on a month-to-month basis at a variable monthly rate, unless ENGIE sends Customer written notice of proposed changes to such terms in advance of the renewal date (the "Renewal Term"). Any such written notice will be sent at least 45 days and no more than 90 days prior to the renewal date, apprising Customer of any proposed changes in the terms and conditions of this Agreement and of the Customer's right to renew, terminate or renegotiate this Agreement. While receiving service on a month-to-month basis, Customer or ENGIE may cancel or terminate this Agreement so long 30 days' advance written notice of termination is provided to the other party.

Contract rates and service start will be in line with the utility account's associated switching rules and meter read cycles.

While receiving service on a month-to-month basis, Customer or ENGIE may cancel or terminate this Agreement so long 30 days' advance written notice of termination is provided to the other party.

3. Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement as specified above,

shall be a fixed price per therm/CCF as agreed to above, plus all applicable taxes. Price includes line loss.

ENGIE will invoice Customer monthly for natural gas delivered under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month. Customer may receive a single bill for both commodity and delivery costs from either ENGIE or the LDC, or each of the LDC and ENGIE may invoice Customer separately. ENGIE may assign and sell Customer accounts receivable to LDC. If Customer payment is not received when due, then ENGIE, in addition to other remedies that it may have, may after 30 days written notice to Customer, cancel this agreement; provided that Customer will remain obligated to pay for all gas supply services sold to Customer prior to the cancellation. A \$30 fee will be charged for all returned payments.

Usage Allowance: There will be no change in price if usage in any month exceeds the level of usage by any amount in the same month in the previous year ("Base Load") or if the usage in any month falls by any amount below the Base Load.

Early Termination: If there is a material adverse change in the business or financial condition of Customer (as determined by ENGIE at its discretion), or if Customer fails to pay each invoice in full within 20 days of the invoice date, or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, ENGIE may terminate this Agreement upon 30 days' written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if ENGIE terminates this Agreement due to Customer's breach, the Customer shall pay ENGIE, in addition to any other applicable charges, a cancellation fee equivalent to the multiplication of the (i) difference between the fixed price set forth in this Agreement and the calculation by ENGIE of the fixed price at the date of termination; and (ii) the difference between the Customer's annual usage for the 12 month period from the date of termination and the level of usage during the current Term or Renewal Term under this Agreement.

4. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of ENGIE. ENGIE may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the Commission.

5. Information Release Authorization. CUSTOMER AUTHORIZES ENGIE TO OBTAIN AND REVIEW INFORMATION REGARDING CUSTOMER'S CREDIT HISTORY FROM CREDIT REPORTING AGENCIES AND THE FOLLOWING INFORMATION FROM THE LDC: CONSUMPTION HISTORY; BILLING DETERMINANTS; ACCOUNT NUMBER; CREDIT INFORMATION; PUBLIC ASSISTANCE STATUS; EXISTENCE OF MEDICAL EMERGENCIES, STATUS AS TO WHETHER CUSTOMER HAS A MEDICAL EMERGENCY, IS HUMAN NEEDS, ELDERLY, BLIND OR DISABLED AND DATA APPLICABLE TO COLD WEATHER PERIODS, TAX STATUS AND ELIGIBILITY FOR ECONOMIC DEVELOPMENT OR OTHER INCENTIVES. THIS INFORMATION MAY BE USED BY ENGIE TO DETERMINE WHETHER IT WILL COMMENCE AND/OR CONTINUE TO PROVIDE ENERGY SUPPLY SERVICE TO CUSTOMER AND WILL NOT BE DISCLOSED TO A THIRD PARTY UNLESS REQUIRED BY LAW. CUSTOMER'S EXECUTION OF THIS AGREEMENT SHALL CONSTITUTE AUTHORIZATION FOR THE RELEASE OF THIS INFORMATION TO ENGIE. THIS AUTHORIZATION WILL REMAIN IN EFFECT DURING THE INITIAL TERM AND ANY RENEWAL TERM. CUSTOMER MAY RESCIND THIS AUTHORIZATION AT ANY TIME BY PROVIDING WRITTEN NOTICE THEREOF TO ENGIE OR BY CALLING ENGIE AT 1-855-327-6937. ENGIE RESERVES THE RIGHT TO CANCEL THIS AGREEMENT IN THE EVENT CUSTOMER RESCINDS THE AUTHORIZATION.

6. Consumer Protections. The services provided by ENGIE to Customer are governed by the terms and conditions of this Agreement. ENGIE will provide at least 30 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting ENGIE at 1-855-327-6937 or by contacting the Maryland Public Service Commission at 1-800-492-0474 or via its website at <http://webapp.psc.state.md.us/intranet/home.cfm>.

7 Cancellation. Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to 10 weeks for Customer to

return to LDU commodity supply service, and Customer is liable for all ENGIE charges until Customer's switch to the LDC or another supplier is effective. A final bill will be rendered within forty-five (45) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.

8. Agency. Customer hereby designates ENGIE as agent to: (a) arrange and administer contracts and service agreements between Customer and ENGIE and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline(s) the transportation of Customer's natural gas supplies to the Delivery Point(s), and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises, (c) and aggregate Customer's natural gas supplies with such supplies of other customers served by ENGIE to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. ENGIE as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDC and in response to information provided by the LDC. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the LDC. ENGIE agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

9. Title. Customer and ENGIE agree that title to, control of, and risk of loss of natural gas supplied under this Agreement will transfer from ENGIE to the Customer at the delivery point(s). Customer and ENGIE agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, city, county or other taxing authority where Customer's service address is located. ENGIE will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the natural gas provided hereunder.

10. Warranty. This Agreement, including applicable attachments, as written constitutes the entire Agreement between Customer and ENGIE. ENGIE makes no representations or warranties other than those expressly set forth in this Agreement, and ENGIE expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

11. Force Majeure. ENGIE will make commercially reasonable efforts to provide natural gas hereunder but ENGIE does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of ENGIE ("Force Majeure Events") may result in interruptions in service. ENGIE will not be liable for any such interruptions caused by a Force Majeure Event, and ENGIE is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the LDC system, non-performance by the LDC (including, but not limited to, curtailment by the LDC), changes in laws, rules, or regulations of any governmental authority or any other cause beyond ENGIE's control.

12. Limitation of Liability. FOR BREACH OF ANY PROVISION FOR WHICH A REMEDY OR MEASURE OF DAMAGES IS PROVIDED, LIABILITY IS LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY IS LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

13. Contact Information. For customer assistance, you can contact ENGIE at 1-855-327-6937; the Commission at 1-800-492-0474; Baltimore Gas and Electric at 1-800-685-0123, and Washington Gas at 1-800-752-7520.

14. Dispute Resolution. In the event of a billing dispute or disagreement involving ENGIE's service, Customer should contact ENGIE's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. All complaints

will be resolved in accordance with applicable law and Commission regulations. Customer may contact the Commission as provided above.

15. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of Maryland. This Agreement shall be construed under and shall be governed by the laws of the State of Maryland without regard to the application of its conflicts of law principles.

16. Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on ENGIE's net income, shall be paid by Customer, and Customer agrees to indemnify ENGIE and hold ENGIE harmless from and against any and all such taxes. Customer agrees to provide all documentation and information reasonably requested by ENGIE in order to permit ENGIE to determine the applicable rate at which to tax Customer with respect to services provided under this Agreement. If Customer delays or fails to provide such documentation and information to ENGIE in a timely manner, ENGIE shall apply a tax rate selected at ENGIE's sole discretion to Customer and, upon ENGIE's receipt of all necessary documentation and information, ENGIE will adjust the tax rate, if necessary, prospectively and will use reasonable efforts to apply the correct tax rate for any billing period for which tax is owed but has not been collected and forwarded to the appropriate tax authority. ENGIE shall not be required to provide a credit to Customer for any inapplicable and higher tax rate paid by the Customer and forwarded to the tax authority. In such circumstance, Customer shall proceed to recover such excess tax payment from the tax authority and shall hold

ENGIE harmless from liability for any excess taxes not recovered by Customer. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

17. Regulatory Changes. If at some future date there is a change in any law, rule, regulation or pricing structure whereby ENGIE is prevented or prohibited from carrying out the terms of the Agreement, at its sole discretion ENGIE shall have the right to cancel this Agreement on 30 days' notice to Customer.

18. Change in Law. In the event that there is a change in law, tariff, regulation, or other requirements of a utility, RTO/ISO, FERC or any other governmental authority and such change results in ENGIE incurring additional costs and expenses in providing the services contemplated herein, such additional costs and expenses shall be the Customer's responsibility and will be passed through to Customer.

19. Emergency Service. The LDC will respond to leaks and emergencies. In the event of an electric service interruption or other emergency, Customer should immediately call their local utility: Baltimore Gas and Electric at 1-877-778-2222 and Washington Gas at 1-800-752-7520, and emergency personnel. Customer should then contact ENGIE at 1-855-327-6937.

20. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

IN WITNESS WHEREOF, Customer and ENGIE have caused this Agreement to be executed as of the date first set forth above.

For ENGIE Power & Gas LLC

Signature: _____

Print Name: _____

Title: _____ Date: _____

For City of Greenbelt

Signature: _____

Print Name: Josue Salmeron

Title: City Manager Date: 12/7/2023

Schedule A – Utility Account Details

Account Number	LDC	Account Name	Service Address	Tax Type	Rate Class
220003425844	WGL	CITY OF GREENBELT	555 CRESCENT RD GREENBELT, MD, 20770	Commercial	GMD02H
220003712084	WGL	CITY OF GREENBELT	550 CRESCENT RD GREENBELT, MD, 20770-1600	Commercial	GMD02H
220003033143	WGL	SPRINGHILL LAKE REC. CENTER	6111 CHERRYWOOD LN GREENBELT, MD, 20770	Commercial	GMD02H
220003120312	WGL	CITY OF GREENBELT	101 CENTERWAY GREENBELT, MD, 20770	Commercial	GMD02H
220002901431	WGL	CITY OF GREENBELT	555 CRESCENT RD B2 GREENBELT, MD, 20770	Commercial	GMD02H
220003120502	WGL	CITY OF GREENBELT	101 CENTERWAY A GREENBELT, MD, 20770	Commercial	GMD02H
220003033218	WGL	CITY OF GREENBELT	6101 CHERRYWOOD LN GREENBELT, MD, 20770-1282	Commercial	GMD02H
220003120734	WGL	CITY OF GREENBELT	99 CENTERWAY GREENBELT, MD, 20770-1887	Commercial	GMD02H
220003076670	WGL	CITY OF GREENBELT	25 CRESCENT RD GREENBELT, MD, 20770	Commercial	GMD02H
220003076050	WGL	CITY OF GREENBELT	15 CRESCENT RD GREENBELT, MD, 20770-0805	Commercial	GMD02H



Billing Address

Customer Name	City of Greenbelt
C/O (Management Company)	
Billing Address	555 ²⁵ Crescent Rd Greenbelt, MD, 20770

Management Company

Main Phone	301-474-1552 (Finance Dept Main Line)
Contact Name	Bertha Gaymon
Direct Phone	240-542-2011
Fax	
Email	Bgaymon@greenbeltmd.gov

Accounts Payable

Contact Name	Marilou Whyples
Contact Phone	240-542-2008
Fax	
Email	MWhyples@greenbeltmd.gov

Schedule B – Base Load Usage

Account Number	LDC	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Annual
220003425844	WGL	-	-	-	-	-	-	-	-	1	-	-	-	1 Therms
220003712084	WGL	1,255	1,070	1,000	720	461	318	218	195	267	493	823	1,279	8,099 Therms
220003033143	WGL	1,207	685	540	215	41	6	1	1	-	85	632	1,277	4,690 Therms
220003120312	WGL	4,900	4,497	4,767	2,957	2,538	1,236	720	793	1,602	3,158	3,744	5,462	36,374 Therms
220002901431	WGL	661	488	428	87	27	4	-	-	-	51	489	749	2,984 Therms
220003120502	WGL	57	41	23	2	-	-	-	-	-	-	29	42	194 Therms
220003033218	WGL	159	117	108	61	13	1	-	-	-	9	91	146	705 Therms
220003120734	WGL	1,457	1,126	1,109	547	179	66	48	49	46	176	899	1,546	7,248 Therms
220003076670	WGL	18	12	11	2	1	-	-	-	1	2	8	17	72 Therms
220003076050	WGL	5,226	4,066	3,930	1,851	532	222	172	169	541	727	3,199	5,602	26,237 Therms
Total Volumes		14,940	12,102	11,916	6,442	3,792	1,853	1,159	1,207	2,458	4,701	9,914	16,120	86,604