



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/89961798685?pwd=ZGE2L1VjNDVBZjh1VUgwbFZIYXBkUT09>

**Dial-in: 301 715 8592
Webinar ID: 899 6179 8685
Passcode: 959578**

**Monday, November 27, 2023
7:30 PM**

I. ORGANIZATION

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

subject to removal from the Consent Agenda by Council.)

5. Approval of Agenda and Additions

II. COMMUNICATIONS

6. City Council Remarks

- *7. * Minutes

Suggested Action:

* Work Session - May 19, 2021

* Work Session - August 2, 2021

[WS210519.pdf](#)

[WS210802.pdf](#)

- *8. * Committee Reports

- *8a. * Advisory Committee on Education - Report #23-02 - ACE Grants Current Status and Future Plans

Suggested Action:

It is recommended that the Council accepts this report.

[ACE Grant Report to Council Oct 2023.pdf](#)

[ACE Grant proposal 2024 DKFI.pdf](#)

- *8b. * Greenbelt Advisory Committee on Environmental Sustainability Report, Recommendation #2023-02 (Proposed Amendment to the Bring Your Own Bag Ordinance #1389)

Suggested Action:

It is recommended that the Council accepts this report. This item will appear later on this agenda for the City Council review, discussion, and approval.

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

[B2023032 with highlights.pdf](#)

III. LEGISLATION

IV. OTHER BUSINESS

- *9. * Approval of on-call contract for engineering services for Charles P. Johnson & Associates, Inc.

Suggested Action:

Reference: Contract, Charles P. Johnson & Associates, Inc.

The City has been using Charles P. Johnson & Associates, Inc. (CPJ) for on-call consulting services for several years now. Using an on-call contractor is an efficient and effective method of procurement that can significantly reduce the delivery time of projects. CPJ is multi-faceted engineering firm with an office in Greenbelt. CPJ assists the City with technical review of development proposals, erosion and sediment control inspections, storm drains studies, easement preparation and other related engineering services. To continue to provide the City with on-call engineering services, CPJ has prepared an Engineering Consultant Contract based on a contract awarded to them by the Town of Bladensburg after a competitive bid process for engineering services that have the scope required by the City.

Staff recommends City Council approve an on-call contract for engineering services to CPJ using the hourly and billable rates from the Town of Bladensburg contract. All rates included in CPJ's proposal exceed Living Wage rates.

[Greenbelt - 10-23.pdf](#)

[Amendment No. 1 - Hourly Rates \(1\).pdf](#)

[Exhibit A - Mid-Atlantic Team Rider Clause \(1\).pdf](#)

*10. * Special Employee Holiday

Suggested Action:

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

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

It is recommended that the Council grant employees the FY 2024 Special Holiday as a floating holiday. A floating holiday allows employees with other faith traditions to use this holiday at different times of the year if desired.

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

*11. * Meetings

[meetings.pdf](#)

*12. * Stakeholder List

[Stakeholder Schedule.pdf](#)

*13. * Appointment to Advisory Board

Suggested Action:

Reference: Application and Code of Conduct

The City Council interviewed Monica Huber for the Senior Citizens Advisory Committee on November 1, 2023.

Approval of this item on the consent agenda will indicate Council's intent to appoint Ms. Huber to the Senior Citizens Advisory Committee.

*14. * Reappointment to Advisory Board/Committee

Suggested Action:

Reference: Reappointment Surveys

Keith Chernikoff has indicated his willingness to continue to serve on the Advisory Planning Board.

Approval of this item on the consent agenda will indicate the Council's intent to appoint Mr. Chernikoff to a new term.

*15. * Resignation from Advisory Group

Suggested Action:

Reference: Reappointment Survey

Email - J. Pompei

Patricia Evans have submitted her resignation from the Board of Elections (BOE).

Jenni Pompei have submitted her resignation from the Advisory Committee on Education (ACE).

Approval of this item on the consent agenda will indicate Council's intent to accept their resignations with regret.

*16. * Greenbelt Business Improvement and Recovery Fund

Suggested Action:

Reference: Memorandum - K. Simpson - 11-22-2023
Business Improvement Recovery Fund Round III
Business Capital Infrastructure Grant Program

The City Council approved allocating \$1,500,000 for the Small Business Assistance Grants Projects to support small business in the City. The funding source for this project was the American Rescue Plan Act (ARPA).

As a result, staff developed the Business Improvement Recovery Fund, Round III (BIRF), and Business Capital Infrastructure Grant (BCIG) Program, which the Council approved.

The following information details the status of BIRF Round III and the BCIG Program.

For reference purposes, BIRF Round III offers financial assistance to small businesses, cooperatives, contractors, or self-employed individuals in the City impacted by the COVID-19 pandemic. This grant program supports capacity building and general operational improvements for economic recovery, resiliency, and sustainability. A total of **\$700,000** was allocated for BIRF Round III.

Furthermore, the BCIG Program offers financial assistance to businesses physically located in commercial or office spaces in the City. This grant program allows businesses to purchase equipment or perform interior/exterior renovations to their building. A total of **\$500,000** was allocated for the BCIG Program.

The City received **thirty-three (33)** grant applications for BIRF Round III and **twenty-seven (27)** applications for the BCIG Program. An independent review team of professionals ranked and scored the applicants for each grant program.

Among the applicants for BIRF Round III, staff recommends a total of **twenty-five (25)** grantees for funding. Under the BCIG Program, staff recommends a total of **fourteen (14)** grantees for funding. Attached to this correspondence is a detailed listing of grantees for each program.

Staff is seeking the City Council acceptance of grant awards for the Business Improvement Recovery Fund Round III and Business Capital Infrastructure Grant Program as a consent agenda item for the November 27 Regular Meeting.

[Eco. Dev ARPA Grants Memo 11.22.23 K.Simpson.pdf](#)

[Business Improvement Recovery Fund Round III.pdf](#)

[Business Capital Infrastructure Grant Program.pdf](#)

City Council Agenda Item Report

Meeting Date: November 27, 2023

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Meeting Minutes

Agenda Section: COMMUNICATIONS

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 chalked the windows. They also removed the carpet, installed new vinyl floors, and installed new mailboxes.

Ms. Davis commended Green Ridge for keeping its numbers down to zero during the pandemic. She also asked Ms. Potts if she planned to move out and 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 funds; he estimated 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 they move 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 or 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.

In regards to 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 the moss that grows on the patio side, which they pressure wash from time to time.

Informational items were discussed

Meeting Adjourned: 8:41 p.m.

Respectfully submitted,

Bonita Anderson
City Clerk

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. The city Information Technology Department is continuing in its efforts to forestall such an attack and 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 his 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 Information Technology 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.

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.

It would be good if the Council gets on the front end of the ARPA monies, said Mayor Byrd. 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: November 27, 2023

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Board and Committee Reports

Agenda Section: COMMUNICATIONS

Subject:

* Advisory Committee on Education - Report #23-02 - ACE Grants Current Status and Future Plans

Suggested Action:

It is recommended that the Council accepts this report.

Attachments:

[ACE Grant Report to Council Oct 2023.pdf](#)

[ACE Grant proposal 2024 DKFI.pdf](#)

ADVISORY COMMITTEE ON EDUCATION

REPORT TO COUNCIL

Report #23-02

Submitted: 10/30/2023

Subject: ACE GRANTS CURRENT STATUS AND FUTURE PLANS

Before COVID, ACE gave grants of \$600 to individuals connected to the Greenbelt Schools. Because of the shutdowns, ACE changed to a block grant format for COVID remediation. The Principals informed ACE they preferred the block format to the individual format, and wished to receive the grants as early in the school year as possible.

On September 15 2023, schools received the notice for this year's grants, with a due date of October 6. One school, Dora Kennedy French Immersion School, complied on time. They wish to develop an Afterschool STEM Program. The grant would fund equipment and materials, guest speakers and experts, staffing and training, and virtual field trips.

Two schools, Eleanor Roosevelt High School and Spring Hill Lake Elementary School, requested extensions, which ACE granted. Both schools missed their new deadlines.

At our monthly ACE meeting on October 24th, the Committee decided we would like to fund the DKFIS grant. With the remaining \$14,500, we would like to arrange for events for the teachers and students of the Greenbelt schools sometime during this school year. We would like to sponsor Movie Nights at the Greenbelt Cinema for the teachers, and we discussed possible sites for student activities, such as the Greenbelt Aquatic and Fitness Center, the Greenbelt Recreation Center, or a roller rink.

To simplify the grant application process for the schools, we also discussed making next year's block grants focus on a theme, such as reading enhancement, art projects, or field trips. As the schools were successful in applying for the COVID- related grants, we hope this will increase our rate of return.

We now ask the City Council to approve the DKFIS grant, and our plans for activities for the teachers and students.

Respectfully submitted,

Janet Mirsky

Chair, Advisory Committee on Education



DORA KENNEDY FRENCH IMMERSION

James A. Spence II, Principal | james.spence@pgcps.org

8950 Edmonston Road | Greenbelt, MD 20770 | 301-918-8660 | www.pgcps.org/dorakennedy

October 5, 2023

Subject: Proposal for \$2900 Grant to Establish an Afterschool STEM Program at Dora Kennedy French Immersion

Dear Greenbelt ACE Grant Committee

I am writing to submit a proposal for a \$2900 grant to create an afterschool *Cardinal STEM program* at our esteemed Dora Kennedy French Immersion. This program aims to foster a passion for science, technology, engineering, and mathematics among our students, providing them with valuable hands-on learning experiences that will enhance their academic, personal, and future career prospects.

1. Purpose of Grant Request:

The primary objective of this grant request is to establish an afterschool STEM program that will engage and inspire our elementary and middle school students to explore the fascinating world of STEM disciplines. By offering interactive and experiential activities, we aim to cultivate critical thinking, problem-solving skills, and a love for learning in the fields of science, technology, engineering, and mathematics.

2. Breakdown of Expenses:

The proposed budget of \$2900 will be allocated as follows:

- Equipment and Materials: \$1500

This includes purchasing educational STEM kits, robotics materials, science experiment supplies, coding software, and other necessary equipment for hands-on learning.

- Guest Speakers and Experts: \$600

We plan to invite local STEM professionals, engineers, scientists, and university professors to share their expertise and experiences with our students, inspiring them with real-world applications of STEM knowledge.

- Staffing and Training: \$500

This will cover the cost of hiring qualified instructors who possess expertise in STEM subjects and are passionate about teaching. Additionally, it will provide opportunities for training and professional development to enhance the quality of instruction.

- Virtual Field Trips: \$300

We intend to organize occasional field trips to local science museums, research centers, or technology companies to expose our students to real-world STEM environments and provide them with enriching experiences.

3. Number and Ages of Students Impacted:

The Cardinal STEM program will benefit approximately 50 students within our K-8 Language Immersion School. The program will be available to students of all grade levels, ranging in age from 5 to 14 years old. Our school currently has a total population of approximately 671 students.



DORA KENNEDY FRENCH IMMERSION

James A. Spence II, Principal | james.spence@pgcps.org

8950 Edmonston Road | Greenbelt, MD 20770 | 301-918-8660 | www.pgcps.org/dorakennedy

4. Project Duration:

The proposed afterschool Cardinal STEM program will commence on Nov 6th 2023 and conclude on June 6th. The program would serve Elementary students on Tuesdays and Middle School students on Thursdays. We envision this program to be an ongoing initiative that will serve our students for many years to come, providing them with consistent opportunities for exploration, discovery, and growth.

5. Facilities and Activity Frequency:

The afterschool STEM program will utilize our school's existing facilities, including classrooms, science labs, and computer rooms. The activities will occur twice per week, for approximately two hours each session. The schedule will be carefully designed to ensure minimal disruption to other school activities and to accommodate the diverse interests and commitments of our students.

In conclusion, we believe that the establishment of an afterschool STEM program at our Dora Kennedy French Immersion will have a profound and lasting impact on our students' academic achievements, career aspirations, and overall personal growth. With the support of this grant, we can provide them with an engaging and enriching learning experience that aligns with our school's mission of fostering a well-rounded education.

Thank you for considering our proposal. Should you require any additional information or have any questions, please do not hesitate to contact us. We eagerly await your positive response and the opportunity to create a vibrant afterschool STEM program for our deserving students.

Warm regards,

James A. Spence II
Principal

City Council Agenda Item Report

Meeting Date: November 27, 2023

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Board and Committee Reports

Agenda Section: COMMUNICATIONS

Subject:

* Greenbelt Advisory Committee on Environmental Sustainability Report, Recommendation #2023-02 (Proposed Amendment to the Bring Your Own Bag Ordinance #1389)

Suggested Action:

It is recommended that the Council accepts this report. This item will appear later on this agenda for the City Council review, discussion, and approval.

Attachments:

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



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

AN ACT concerning

Better Bag Bill

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

BY adding:

SUBTITLE 19. POLLUTION.

Sections 19-162, 19-163, 19-164, 19-165, 19-166,
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: November 27, 2023

Submitted by: Terri Hruby

Submitting Department: Planning

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

* Approval of on-call contract for engineering services for Charles P. Johnson & Associates, Inc.

Suggested Action:

Reference: Contract, Charles P. Johnson & Associates, Inc.

The City has been using Charles P. Johnson & Associates, Inc. (CPJ) for on-call consulting services for several years now. Using an on-call contractor is an efficient and effective method of procurement that can significantly reduce the delivery time of projects. CPJ is multi-faceted engineering firm with an office in Greenbelt. CPJ assists the City with technical review of development proposals, erosion and sediment control inspections, storm drains studies, easement preparation and other related engineering services. To continue to provide the City with on-call engineering services, CPJ has prepared an Engineering Consultant Contract based on a contract awarded to them by the Town of Bladensburg after a competitive bid process for engineering services that have the scope required by the City.

Staff recommends City Council approve an on-call contract for engineering services to CPJ using the hourly and billable rates from the Town of Bladensburg contract. All rates included in CPJ's proposal exceed Living Wage rates.

Attachments:

[Greenbelt - 10-23.pdf](#)

[Amendment No. 1 - Hourly Rates \(1\).pdf](#)

[Exhibit A - Mid-Atlantic Team Rider Clause \(1\).pdf](#)

CONTRACT

THIS CONTRACT, by and between The City of Greenbelt, hereinafter called "The City", a municipal corporation of the State of Maryland, whose address is 25 Crescent Road, Greenbelt, MD 20770 and Charles P. Johnson & Associates, Inc., located at 6305 Ivy Lane, Suite 710, Greenbelt, Maryland 20770, hereinafter called the "Consultant."

WHEREAS, the City requires engineering services for the purpose of providing safe and convenient services to its citizens; and

WHEREAS, Consultant, as part of a full competitive bid process for On Call Civil and Site Engineering Services, dated February 18, 2020, (the "RFP") that is consistent with that adopted by the City, and the Consultant was awarded a Contract for Engineering Services (the "Contract") with the Town of Bladensburg, Maryland (the "Town") for various engineering services based upon their "Technical Proposal" and "Hourly Rate Sheet" pursuant to the RFP; and

WHEREAS, the engineering services available under the Town's Contract are responsive to the needs of the City; and

WHEREAS, the City desires to exercise its right to procure engineering services in accordance with the provisions for extending the Contract to other jurisdictions as set forth in the Mid-Atlantic Purchasing Team Rider Clause, which includes The City of Greenbelt and the Town of Bladensburg, and is incorporated herein by reference as Exhibit A.

WHEREAS, The City desires to enter into a contract with the Consultant using the terms, conditions and schedule of rates set forth in the contract between The Town of Bladensburg, Maryland and Charles P. Johnson & Associates, Inc., to perform future work as it may arise.

NOW, THEREFORE, THIS CONTRACT WITNESSETH, in consideration of the mutual promises, covenants, and agreements herein contained and other good and valuable consideration it is hereby agreed as follows:

1. **Performance.** The Consultant does hereby covenant and agree that it will comply with the terms of this Contract and perform future Engineering Services as may be assigned, all in accordance with the Town of Bladensburg, Maryland, Contract. This Contract shall be comprised of the following documents: The Town of Bladensburg, Maryland Request for Proposal (RFP), the Consultant's Completed "Technical Proposal", and Amendment No.1 to Engineering Consultant's Agreement dated September 11, 2023 the aforementioned three documents are incorporated herein by reference, "Hourly Rate Sheet" attached hereto as Exhibit A, the Change Orders or Amendments thereto issued prior to and subsequent to the award and execution of the Contract (hereinafter collectively referred to as the "Contract Documents"). In the event of a

conflict between this Agreement and any other Contract Documents, the terms and requirements of this Agreement shall control.

2. **Payment.** The City shall pay the Consultant within 30 days of the submission of an invoice by the Consultant and acceptance of same by The City.
3. **Term of Agreement.** The term of this agreement shall follow the parent contract and be June 21, 2023 through June 20, 2026 with an option to renew for one additional one-year period, upon written renewal by The Town of Bladensburg and mutual agreement of both parties to this agreement.
4. **Non-discrimination.** The Consultant shall not discriminate against any individual because of race, gender, age, color, national origin, disability, sexual preference or gender reclassification. If the Consultant is determined to be in violation of Federal, State, or County non-discrimination laws by an order, opinion, or a decision of a Maryland court or an administrative body or agency, this Contract may be terminated or suspended in whole or in part by the City, and the Consultant may be declared ineligible for any future contracts with the City.
5. **Living Wage Law.** The Consultant and its subconsultants must comply with the State Living Wage Law for Maryland for this contract. The Consultant and its subconsultants agree to pay their employees an hourly rate that meets or exceeds the living wage rate established by the Maryland Division of Labor and Industry.
6. **Insurance.** The Consultant shall maintain the following insurance policies during the term of this Contract: Broad Form General Liability \$2,000,000 combined single limit for property damage and bodily damage; Business Automobile \$1,000,000 combined single limit for property damage and bodily injury; Worker's compensation statutory limits; and an Umbrella of at least \$2,000,000. All policies shall name The City of Greenbelt as an additional insured and in the event that the Consultant receives from an insurer any notice of cancellation, non-renewal or any other modification of any of the insurance policies required under this contract, Consultant shall give written notice to the City within 24 hours of receipt of such document. Certificates of insurance evidencing such coverages are to be supplied to the City at the time of Consultant's execution of the Contract.
7. **Non-Disclosure.** In connection with the performance of this Contract, it may be necessary for The City to disclose to Consultant certain information relating to The City's business, operations, finances, employees and customers, as well as other confidential City information (the "Information"). Consultant agrees that all Information will be held in confidence, except for information which is or becomes in the public domain or available to the public in a printed publication through no act or failure to act on Consultant's part, or which Consultant hereafter receive from another party which did not receive such Information directly or indirectly from the City. Consultant agrees that it will not disclose the

Information to others, and will exercise all reasonable precautions to prevent the disclosure of such Information to others. Consultant shall not use any such Information except for the benefit of the City as specifically authorized and instructed by authorized City personnel. At any time upon the City's request, Consultant shall surrender to the City all documents or material from such documents that it may receive from the City or that it may make that contain any Information.

8. **Standard of Care.** The Consultant and any Sub-Consultant shall exercise a certain exactness of performance to effectuate the services and duties required and shall perform at or above the prevailing professional standard of care applicable for the subject type of project. Consultant may be subject to liability associated with the negligent act or material breach of this contract, including consequential, delay, error, omission and premium costs, in failing to maintain the prescribed professional standard of care.
9. **Indemnification.** The Consultant shall be fully liable for and shall defend and indemnify the City, its officers, employees, agents, and representatives, and shall require that each Sub-Consultant defend and indemnify the City, its officers, employees, agents, and representatives, from and against any and all actions, liabilities, claims, demands, damages, liens, costs and expenses, including attorneys' fees, of any kind arising from or in any way connected with the performance or breach or lack of performance of this Contract, or the services provided under this Contract, or any negligent act or omission of Consultant, its agents, servants, representatives, officers, employees or Sub-Consultants.
10. **Attorneys' Fees.** In any litigation or arbitration between the parties arising from or relating to the Contract and/or Contract Documents, the losing party shall reimburse the prevailing party for all reasonable attorneys' fees incurred by the prevailing party, including, but not limited to, attorneys' fees incurred by the prevailing party in any post-judgment or post-award proceedings and any fees incurred on appeal. The right to collect such fees does not merge into the judgment or award.
11. **Termination.** This Contract may be terminated by the City upon thirty (30) days written notice to the Consultant. In the event of such termination, the Consultant shall receive just compensation for services rendered prior to the effective date of termination.
12. **Compliance.** The Consultant shall comply with all applicable Greenbelt policies and with all applicable Federal, State, and County laws, regulations and ordinances pertaining to the subject matter and performance of this Contract, including but not limited to the following: the payment of all applicable taxes and withholding, worker's compensation, equal opportunity employment, and any required permits.
13. **Assignment Prohibition.** The Consultant shall be prohibited from assigning or transferring any rights under this Contract without the prior written consent of the City.

14. **Entire Agreement.** This document and the Contract Documents incorporated herein contain the entire agreement between the parties and shall not be modified except in writing and signed by the parties and attached hereto.

15. **Applicable Law.** This Contract shall be interpreted in accordance with the laws of the State of Maryland, and enforced in any court of competent jurisdiction in Prince George's County, Maryland.

16. **Waiver.** The failure of the City to enforce any part of this Contract shall not be deemed as a waiver thereof.

17. **Recitals.** The recitals set forth above shall be incorporated in this Contract.

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

Attest:

For City of Greenbelt, MD

Name: Midred Debrod

Name: Terri Hruby

Title: Administrative Assistant

Title: Director of Planning and Community
Development

Witness:

For Charles P. Johnson & Associates, Inc.



Name: *MARISSA LACEY*

Title: *CORPORATE ASSISTANT*



Name: *Charles P Johnson II*

Title: *Vice President*

AMENDMENT NO. 1 TO ENGINEERING CONSULTANT'S AGREEMENT

This AMENDMENT NO. 1 TO ENGINEERING CONSULTANT'S AGREEMENT (the "Amendment") is effective as of Sept 11, 2023, by and between the TOWN OF BLADENSBURG (the "Town"), a municipal corporation of the State of Maryland, whose address is 4229 Edmonston Road, Bladensburg, Maryland 20710 and Charles P. Johnson & Associates, Inc., a Maryland corporation, (the "Consultant," whose address is 6305 Ivy Lane, Suite 710, Greenbelt, MD, 20770, each individually a party and, collectively, the parties.

RECITALS

A. The Town currently engages Consultant pursuant to the terms and conditions of that certain Consultant's Agreement dated March 18, 2020 (the "Consultant's Agreement").

B. The Town and Consultant desire to amend the Consultant's Agreement to extend the term set forth therein and to modify the compensation arrangement set forth therein, as provided in greater detail below.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the mutual agreements and covenants hereinafter set forth and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Consultant hereby agree as follows:

1. Section 3, Term, of the Consultant's Agreement is hereby amended and restated in its entirety to read as follows:

3. Term. The term of this Agreement as amended is one year from the effective date of Amendment No. 1. All work shall be performed at the request of the Town. It is understood by the parties hereto that time is of the essence in the completion of the approved services under this Agreement.

2. Section 4, Contract Price, of the Consultant's Agreement is hereby amended and restated in its entirety to read as follows:

4. Contract Price. The Town agrees to pay the Consultant, as consideration for the Consultant's satisfactory performance of specific tasks approved by the Town, based on the hourly rates contained in the Consultant's rate sheet dated August 11, 2023, attached hereto as Exhibit A.1 and incorporated herein by reference.

The not to exceed contract price for each project or task shall be included in a Town approved per task scope of work. The parties recognize that a specific project may require the Consultant to retain sub-contractor services. Fees for sub-contractor services must be pre-approved by the Town.

All out of pocket expenses by the Consultant, such as postage, reproduction, diagrams, photographs, blueprinting, courier service, etc. are included in the hourly billable rate. The Town shall pay the Consultant for approved tasks on a monthly basis subject to receipt and approval of an invoice by the Town's Treasurer. All services related to this Agreement will be provided by the Consultant on an as-

requested basis as directed by the Town in writing. Such services shall be billed to the Town at hourly rates referenced herein.

3. Section 5, Contract Documents, of the Consultant's Agreement is hereby amended and restated in its entirety to read as follows:

5. Contract Documents. This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the Agreement and are termed the Contract Documents:

RFP for On-Call Engineering Consultant Services
Exhibit A – Consultant's proposal
Exhibit A.1 Consultant's proposal dated August 11, 2023
Required affidavits and certifications
Approved task scope of work and not to exceed cost
Certificate(s) of Insurance and additional insured endorsement

4. **Continuing Force and Effect.** Except as herein expressly amended, modified and/or supplemented, all terms, covenants and provisions of the Consultant's Agreement are and shall remain in full force and effect and all references therein to such Consultant's Agreement shall henceforth refer to the Consultant's Agreement as amended by this Amendment. This Amendment shall be deemed incorporated into, and a part of, the Consultant's Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

ATTEST:

TOWN OF BLADENSBURG



By:  10/13/23

Michelle Bailey Hedgepeth, Town Administrator

WITNESS:

CHARLES P. JOHNSON & ASSOCIATES, INC.



 08/11/2023

Name: Charles P. Johnson, II

By

APPROVED AS TO LEGAL SUFFICIENCY:

Suellen M. Ferguson
Town Attorney

EXHIBIT A.1

HOURLY RATE SHEET-AMENDMENT NO. 1

In compliance with your Invitation to Proposal, we propose the following fully loaded hourly rates for the positions shown.

Position/ Description	Firm Name	Hourly Rate
Project Manager	CPJ	\$175
Professional Engineer	CPJ	\$150
Landscape Architect	CPJ	\$150
Engineer	CPJ	\$125
Designer	CPJ	\$125
Technician	CPJ	\$110
Survey Crew (2 man)	CPJ	\$175
Clerical	CPJ	\$75
Survey Crew (3D Scanning)	CPJ	\$250



MAPT Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (COG) and the Baltimore Metropolitan Council (BMC) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("Region").

I. Format

A lead agency format is used to accomplish this work. This Participating Agency, serving as Lead Agency for this procurement, has included this MAPT Cooperative Rider Clause. This allows other public entities to participate pursuant to the following Cooperative Rider Clause Terms and Conditions:

A. Terms

1. Any public entity participating in this procurement ("Participating Agency"), through their use of this Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the Participating Agency.
2. A Participating Agency may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

B. Other Conditions - Contract and Reporting

1. The resulting contract shall be governed by and "construed" in accordance with the laws of the State/jurisdiction in which the Participating Agency is officially located;
2. To provide to MAPT contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well as reporting any Participating Agency added on the contract, on demand and without further approval of Participating Agency;
3. Contract obligations rest solely with the Participating Agency only; and
4. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and any Participating Agency.

In pricing and other conditions, contractors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this Region.

In order to ride an awarded contract, a COG Rider Clause Approval Form (below) must be completed and approved by the Lead Agency.

II. Participating Members

COG MEMBER GOVERNMENTS

District of Columbia

Maryland

- **Town of Bladensburg**
- City of Bowie
- City of College Park
- Charles County
- City of Frederick
- Frederick County
- City of Gaithersburg
- **City of Greenbelt**
- City of Hyattsville
- City of Laurel
- Montgomery County
- Prince George's County
- City of Rockville
- City of Takoma Park

Virginia

- City of Alexandria
- Arlington County
- City of Fairfax
- Fairfax County
- City of Falls Church
- Loudoun County
- City of Manassas
- City of Manassas Park
- Prince William County

Other Local Governments

- Town of Herndon
- Spotsylvania County
- Stafford County
- Town of Vienna

Public Authorities/Agencies

- Alexandria Renew Enterprises
- District of Columbia Water and Sewer Authority
- Metropolitan Washington Airports Authority
- Metropolitan Washington Council of Governments
- Montgomery County Housing Opportunities Commission
- Potomac & Rappahannock Transportation Commission
- Prince William County Service Authority

- Upper Occoquan Service Authority
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

School Systems

- Alexandria Public Schools
- Arlington County Public Schools
- Charles County Public Schools
- District of Columbia Public Schools
- Frederick County Public Schools
- Loudoun County Public Schools
- City of Manassas Public Schools
- Montgomery College
- Montgomery County Public Schools
- Prince George's County Public Schools
- Prince William County Public Schools
- Spotsylvania County Schools
- Winchester Public Schools

BALTIMORE METROPOLITAN COUNCIL AGENCIES

- City of Annapolis
- Anne Arundel County
- Anne Arundel County Public Schools
- Anne Arundel Community College
- City of Baltimore
- Baltimore City Public Schools
- Baltimore County
- Baltimore County Public Schools
- Community College of Baltimore County
- Carroll County
- Harford County
- Harford County Public Schools
- Harford Community College
- Howard County
- Howard County Public Schools System
- Howard Community College
- Queen Anne's County
- Queen Anne's County Public Schools

City Council Agenda Item Report

Meeting Date: November 27, 2023

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

* Special Employee Holiday

Suggested Action:

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

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

It is recommended that the Council grant employees the FY 2024 Special Holiday as a floating holiday. A floating holiday allows employees with other faith traditions to use this holiday at different times of the year if desired.

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

Attachments:

City Council Agenda Item Report

Meeting Date: November 27, 2023

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section: OTHER BUSINESS

Subject:

* Meetings

Suggested Action:

Attachments:

[meetings.pdf](#)

CITY OF GREENBELT, MARYLAND

25 Crescent Road, Greenbelt, MD 20770-1891

11/22/2023 10:53 AM



City Council Meetings & Work Sessions November - December

Advisory Board Interview	Mon.	11/27	7:10 pm
Regular Meeting	Mon.	11/27	7:30 pm
Joint Municipal Legislative Dinner, City of Hyattsville	Tues.	11/28	5:30 pm
Work Session – City Animal Services/Council Standing Rules	Wed.	11/29	7:30 pm
Council Retreat, Council Chambers	Sat.	12/02	9:00 am
Work Session – Public Safety Advisory Committee	Mon.	12/04	7:30 pm
Work Session – Franklin Park at Greenbelt Station	Wed.	12/06	7:30 pm
PGCMA Legislative Reception, Show Place Arena	Thurs.	12/07	
Regular Meeting	Mon.	12/11	7:30 pm
Work Session – Parke Crescent Apartments	Wed.	12/13	7:30 pm
Work Session – State Highway Administration	Mon.	12/18	7:30 pm
Work Session – Greenbelt Access TV/Municipal Building Architect Study Update	Wed.	12/20	7:30 pm
No Meeting – Christmas	Mon.	12/25	
Work Session – TBD	Wed.	12/27	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



11/22/2023 10:53 AM

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*)

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)

A NATIONAL HISTORIC LANDMARK

(301) 474-8000

fax (301) 441-8248
www.greenbeltmd.gov

MD RELAY 711

City Council Agenda Item Report

Meeting Date: November 27, 2023

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section: OTHER BUSINESS

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: November 27, 2023

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

* Appointment to Advisory Board

Suggested Action:

Reference: Application and Code of Conduct

The City Council interviewed Monica Huber for the Senior Citizens Advisory Committee on November 1, 2023.

Approval of this item on the consent agenda will indicate Council's intent to appoint Ms. Huber to the Senior Citizens Advisory Committee.

Attachments:

City Council Agenda Item Report

Meeting Date: November 27, 2023

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

* Reappointment to Advisory Board/Committee

Suggested Action:

Reference: Reappointment Surveys

Keith Chernikoff has indicated his willingness to continue to serve on the Advisory Planning Board.

Approval of this item on the consent agenda will indicate the Council's intent to appoint Mr. Chernikoff to a new term.

Attachments:

City Council Agenda Item Report

Meeting Date: November 27, 2023

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

* Resignation from Advisory Group

Suggested Action:

Reference: Reappointment Survey

Email - J. Pompei

Patricia Evans have submitted her resignation from the Board of Elections (BOE).

Jenni Pompei have submitted her resignation from the Advisory Committee on Education (ACE).

Approval of this item on the consent agenda will indicate Council's intent to accept their resignations with regret.

Attachments:

City Council Agenda Item Report

Meeting Date: November 27, 2023

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

* Greenbelt Business Improvement and Recovery Fund

Suggested Action:

Reference: Memorandum - K. Simpson - 11-22-2023

Business Improvement Recovery Fund Round III

Business Capital Infrastructure Grant Program

The City Council approved allocating \$1,500,000 for the Small Business Assistance Grants Projects to support small business in the City. The funding source for this project was the American Rescue Plan Act (ARPA).

As a result, staff developed the Business Improvement Recovery Fund, Round III (BIRF), and Business Capital Infrastructure Grant (BCIG) Program, which the Council approved.

The following information details the status of BIRF Round III and the BCIG Program.

For reference purposes, BIRF Round III offers financial assistance to small businesses, cooperatives, contractors, or self-employed individuals in the City impacted by the COVID-19 pandemic. This grant program supports capacity building and general operational improvements for economic recovery, resiliency, and sustainability. A total of **\$700,000** was allocated for BIRF Round III.

Furthermore, the BCIG Program offers financial assistance to businesses physically located in commercial or office spaces in the City. This grant program allows businesses to purchase equipment or perform interior/exterior renovations to their building. A total of **\$500,000** was allocated for the BCIG Program.

The City received **thirty-three (33)** grant applications for BIRF Round III and **twenty-seven (27)** applications for the BCIG Program. An independent review team of professionals ranked and scored the applicants for each grant program.

Among the applicants for BIRF Round III, staff recommends a total of **twenty-five (25)** grantees for funding. Under the BCIG Program, staff recommends a total of **fourteen (14)** grantees for funding. Attached to this correspondence is a detailed listing of grantees for each program.

Staff is seeking the City Council acceptance of grant awards for the Business Improvement Recovery Fund Round III and Business Capital Infrastructure Grant Program as a consent agenda item for the November 27 Regular Meeting.

Attachments:

[Eco. Dev ARPA Grants Memo 11.22.23 K.Simpson.pdf](#)

[Business Improvement Recovery Fund Round III.pdf](#)

[Business Capital Infrastructure Grant Program.pdf](#)



City of Greenbelt, Maryland

Economic Development

TO: Josue Salmeron, City Manager

FROM: Kevin Simpson, Economic Development Manager

DATE: November 22, 2023

RE: Small Business Assistance Grant Programs Update

Background:

The City Council approved allocating 1.5 million dollars (\$1,500,000.00) for the Small Business Assistance Grants Project to support small businesses in the City. The funding source for this project was the American Rescue Plan Act (ARPA).

As a result, staff developed the Business Improvement Recovery Fund, Round III (BIRF), and Business Capital Infrastructure Grant (BCIG) Program, which the Council approved during the (Date) Regular Meeting.

The following information details the status of BIRF Round III and the BCIG Program.

Overview:

For reference purposes, BIRF Round III offers financial assistance to small businesses, cooperatives, contractors, or self-employed individuals in the City impacted by the COVID-19 pandemic. This grant program supports capacity building and general operational improvements for economic recovery, resiliency, and sustainability. A total of **\$700,000** was allocated for BIRF Round III.

Furthermore, the BCIG Program offers financial assistance to businesses physically located in commercial or office spaces in the City. This grant program allows businesses to purchase equipment or perform interior/exterior renovations to their building. A total of **\$500,000** was allocated for the BCIG Program.

Summary:

The City received **thirty-three (33)** grant applications for BIRF Round III and **twenty-seven (27)** applications for the BCIG Program. An independent review team of professionals ranked and scored the applicants for each grant program.

Among the applicants for BIRF Round III, staff recommends a total of **twenty-five (25)** grantees for funding. Under the BCIG Program, staff recommends a total of **fourteen (14)** grantees for funding. Attached to this correspondence is a detailed listing of grantees for each program.

Action Requested:

Staff is seeking the City Council approval of the grantees for the Business Improvement Recovery Fund Round III and Business Capital Infrastructure Grant Program as a consent agenda item for the November 27 Regular Meeting.

Attachment (2):

1. *Business Improvement Recovery Fund Round III Award Table*
2. *Business Capital Infrastructure Grant Program Award Table*

Business Improvement Recovery Fund Round III						
No.	Business Name:	Business Type	Industry	Commerical Center, if any	Grant Amount Awarded	Grant Project(s)
1	Choice Clinical Services	LLC	Medical	Roosevelt Center	\$ 30,000.00	Capacity Building / Org. Dev. IT
2	Greenbelt News Review	Coopeative	Communications	Roosevelt Center	\$ 30,000.00	Advertising / Marketing
3	Center for Alternate Dispute	C Corporation	Business Services	Hanover Office Park	\$ 30,000.00	IT, Rent, Web Development
4	Dental Solutions (Tolu)	S Corporation	Medical	Belle Point Office Park	\$ 30,000.00	Advertising, Planning, Workforce Dev. Rent
5	Thompson Vision Care	S Corporation	Medical	Beltway Plaza	\$ 30,000.00	Advertising / IT
6	Beltway Hardware	C Corporation	Retail	Beltway Plaza	\$ 30,000.00	Advertising, Workforce Dev., Rent

7	Raja D. Min	LLC	Medical	Greenway Center	\$ 30,000.00	Planning, Workforce Dev., Rent
8	Pollo Cabana	S Corporation	Hospitality	Greenway Center	\$ 30,000.00	Advertising, IT, Marketing, Rent
9	New Deal	Coopeative	Other	Roosevelt Center	\$ 30,000.00	Rent, Marketing, Operating Costs
10	Eric Kruszewski	Single Member LLC (Home Based)	Communications	N/A	\$ 30,000.00	Advertising, Marketing, Prof Dev.
11	J. Anukem and Assoc.	LLC	Law Firm	Hanover Office Park	\$ 30,000.00	Capacity, Org. Dev.
12	Vivi Trendsetter	S Corporation	Retail	Greenway Center	\$ 30,000.00	Advertising, Planning, IT, Rent
13	Smajic LLC	Sole Propreitor (Home Based)	Other	N/A	\$ 30,000.00	Web Dev. Marketing, Capacity, Rent
14	Cole Stevens LLC	LLC	Personal Services	Belle Point Office Park	\$ 30,000.00	Advertising / Web and Workforce Dev.

15	BBQ Chicken	S Corporation	Hospitality	Greenway Center	\$ 30,000.00	Advertising, IT, Org. Dev, Rent
16	Angel's Touch Skincare	LLC	Personal Services	Roosevelt Center	\$ 30,000.00	Advertising, Rent
17	IHOP	S Corporation	Hospitality	Greenway Center	\$ 30,000.00	Rent / Utilities
18	Nu World	Single Member LLC (Home Based)	Business Services	N/A	\$ 30,000.00	Marketing, Bus. Capacity, Tech. Assist.
19	Neckties Dress Shirts	LLC	Retail	Beltway Plaza	\$ 20,000.00	Advertising, Web Dev., Rent
20	Gold Plaza	C Corporation	Retail	Beltway Plaza	\$ 20,000.00	Advertising, Web Dev. Rent
21	Beltway Trophy	Sole Proprietor	Retail	Beltway Plaza	\$ 20,000.00	Advertising, Web Dev. Rent, Tech Assist.
22	Maria's Beauty Salon	Sole Proprietor	Personal Services	Roosevelt Center	\$ 20,000.00	Advertising, Web Dev., Rent

23	Greenbelt Service Center (Sunoco)	C Corporation	Other	Roosevelt Center	\$ 20,000.00	Bus. Planning, Capacity Building, Tech Assistance
24	AffirmFroFitTi Culture	LLC (Home Based)	Retail	N/A	\$ 20,000.00	Advertising / Marketing
25	Cameron Mericle	S Corporation	Law Firm	Belle Point Office Park	\$ 15,000.00	Advertising / Marketing
				Total:	\$ 675,000.00	

Business Capital Infrastructure Grant Program						
No.	Business Name:	Business Type	Industry	Commerical Center, if any	Grant Amount Awarded	Grant Project(s)
1	ENT and Sleep Specialists	S Corporation	Medical	Hanover Office Park	\$ 50,000.00	Exterior / Interior Components & Fixtures
2	LOL Enterprises	LLC	Hospitality	Beltway Plaza	\$ 50,000.00	Equipment
3	Train ACE	LLC	Other	Golden Triangle Office Park	\$ 50,000.00	Equipment
4	Collette's Café	LLC	Hospitality	Capital Office Park	\$ 50,000.00	Equipment
5	DMV Pizza	S Corporation	Hospitality	Roosevelt Center	\$ 40,000.00	Equipment
6	Nail Spa	S Corporation	Personal Services	Greenway Center	\$ 40,000.00	Exterior / Interior Components & Fixtures
7	Arthritis and Pain Assoc. of PG County	S Corporation	Medical	Greenway Center	\$ 40,000.00	Interior Alteration / Expansion
8	Greenbelt Coop	Cooperative	Retail	Roosevelt Center	\$ 40,000.00	Equipment
9	Pain Management Assoc.	S Corporation	Medical	Greenway Center	\$ 30,000.00	Equipment

10	Ramesh Patel	C Corporation	Medical	Greenway Center	\$ 30,000.00	Interior Alteration / Expansion
11	Greenbelt Auto and Truck	C Corporation	Other	Roosevelt Center	\$ 20,000.00	Exterior / Interior Components & Fixtures
12	Hanover Prkwy. Surgery Center	Partnership	Medical	Greenway Center	\$ 20,000.00	Equipment
13	CVM Management	LLC	Medical	Greenway Center	\$ 20,000.00	Exterior / Interior Componentets & Fixtures
14	Neuro-Othopedic Physical Therapy	S Corporation	Medical	Greenway Center	\$ 20,000.00	Exterior / Interior Components & Fixtures
				Total:	\$ 500,000.00	