CITY COUNCIL AGENDA

Municipal Building
25 Crescent Road
Monday, November 25, 2019
8:00 PM

I. ORGANIZATION

1. Call to Order

2. Roll Call

3. Meditation and Pledge of Allegiance to the Flag

4. Consent Agenda

5. Approval of Agenda and Additions

II. COMMUNICATIONS

6. Presentations

7. Petitions and Requests

* 8. *Minutes of Council Meetings
Suggested Action:

Reference:
Work Session - Wednesday, September 4, 2019
Regular Meeting - Monday, September 9, 2019
Work Session - Wednesday, September 11, 2019
Work Session - Wednesday, September 25, 2019
Work Session - Wednesday, October 2, 2019
Work Session - Wednesday, October 16, 2019
Interview - Wednesday, November 13, 2019
WS190904.pdf

RM190909.pdf
WS190911.pdf
WS190925.pdf
WS191002.pdf
WS191016.pdf
INT191113.pdf

9. Administrative Reports

* 10. *Committee Reports

III. LEGISLATION

IV. OTHER BUSINESS

11. Award of Purchase - Dump Truck

Suggested Action:
Reference:
Memorandum, Brian Townsend, 11/14/19
State of Maryland BPO 001B8400149
Price Quote
Fiscal Year 2020 Replacement Fund Budget

The FY 2020 Replacement Fund includes $84,500 for the replacement of a Public Works Dump Truck F-550 4x4 with a snow plow and spreader.

Staff has identified a State of Maryland statewide contract for small dump trucks under the Blanket Purchase Order (BPO) # 001B8400149 at a cost of 84,133.80.

Included in Council's packet is a memorandum from Brian Townsend, Assistant Director of Public Works-Parks with additional details about the recommended purchase. Mr. Townsend will be present to answer any questions.

Staff recommends that Council approve the purchase of Public Works vehicle as follows:

A 2020 Ford F- 550 dump truck per State of Maryland Blanket Purchase Order (BPO) # 001B8400149 from Apple Ford Fleet /Government Sales, 8800 Stanford Blvd., Columbia, Md., 21045 at a cost of $84,133.80.

2020ReplacementMemo101719.docx
State of Maryland BPO 001B8400149
Price Quote.pdf
FY 2020 Replacement Fund.pdf

12. Letter of Support - County Library System Archivist

Suggested Action:
Reference:
Email, Judith Davis, 10/9/19

Draft Letter, Mayor Byrd, 11/25/19

Included in Council's packet is email correspondence from Molly Lester regarding the County Library System's efforts to digitize their Special Collections like the Tugwell Collection. There has been County Library administration discussion about hiring an archivist. Council Member Davis requested that this matter be added to this evening's agenda.

Included in Council's packet is a draft letter. Council direction is sought.
Email, Molly Lester - 10.08.19.pdf
PGCMLS Letter on Archivist.doc

13. 2020 Legislative Program

Suggested Action:
Reference:
Proposed 2020 Legislative Program
2019 Legislative Program

Each year in December, the Council holds a Legislative Dinner with the City's State and County representatives to present and outline the City's top legislative priorities. This dinner meeting will be held on Wednesday, December 18, 2019 at the Greenbelt Crowne Plaza.

Included in Council's packet is a proposed Legislative Program for 2020. Staff is recommending a short list of priorities under two categories to focus the attention and efforts of our legislators.

Five "Top" priorities are proposed. These are:

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

There are four "Other Priorities":

- Increase M-NCPPC Funding for City Recreation Programs
- Replace Sidewalks on State Roads
- Ban on Plastic Straws
- Greenbelt Metro Station Improvements

Staff strongly suggests that the City's 2020 priorities be limited to a small number because it is better to present a concise, manageable package of initiatives to our State and County representatives. Based on Council's action on this item, staff will develop a booklet describing each item in detail and providing appropriate background materials. Staff will also email the summary to State and County legislators in advance of the dinner.

Council direction is sought.
Proposed Fall Program Summary.pdf
2019 Legislative Program Summary.pdf

14. National League of Cities Service Line Warranty Program

Suggested Action:
Mayor Byrd requested that this item be included on the agenda this evening. Attached is a letter from the Maryland Municipal League describing the program.
Maryland League Letter - Sept 2019.docx

15. City Participation in an Opioid Lawsuit

Suggested Action:
Mayor Byrd requested that this item be included on the agenda this evening. The motion would be to engage Jeffrey Reeves and the law firm of Theodora Oringher PC to represent the City of Greenbelt in opioid-related litigation. Mayor Byrd reports that nearby municipalities that are already engaged in this litigation, Laurel, Upper Marlboro, Cottage City, Forest Heights, and North Brentwood.

According to Mayor Byrd, the City's proceeds of the Greenbelt-related damages would be 80/20. The City would incur no costs at all if we lose the lawsuit. The City would only incur contingent costs if participants won. Those costs would be to cover expenses, including the cost of the expert witness that would calculate proposed damages based on the effect of the opioid crisis on Greenbelt. The costs, in total, would be less than 50% of the damages participants win.

Retainer Agreement - Greenbelt MD.pdf

16. Federal Legislation — Surprise Medical Billing

Suggested Action:
Mayor Byrd requested this item be added to this evening's agenda. The suggested motion would be to send a letter to the City's congressional delegation — Senator Cardin, Senator Van Hollen, and Representative Hoyer — requesting support for Federal legislation that would include Independent Dispute Resolution (IDR) to help address surprise medical billing.
PFC_IDR One Pager.pdf

17. Council Activities

18. Council Reports

* 19. *Employee Special Holiday

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

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

It is recommended that Council grant the FY 2020 Special Holiday as a floating holiday to employees. A floating holiday allows employees with other faith traditions to use this holiday at other times of the year if desired.

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

*20. *Letter of Support - Restore our Parks & Public Lands Legislation

Suggested Action:
The Maryland Municipal League (MML) Parks and Recreation Association has requested letters be sent in support of Senate Bill - 500, Restore Our Parks Act, and House Resolution - 1225, Restore Our Parks and Public Lands Act. Both of these pieces of legislation establish, fund, and provide for the use of amounts in a National Park Service Legacy Restoration Fund to address the maintenance backlog of the National Park Service.

Approval of this item on the Consent Agenda will authorize the City to send the Letter of Support to the City's Congressional Delegation.
National Park Funding Letter.docx

* 21. * Letter to State Highway Administration - Street Light at Hanover Parkway and Greenbelt Road

Suggested Action:
Councilmember Davis requested this item to be included on the agenda. At the Work Session on November 13, Ms. Davis suggested sending a letter to the State Highway Administration regarding the missing street light at the intersection of Greenbelt Road and Hanover Parkway.

Approval of this item on the consent agenda will indicate Council approval of the letter.
SHA letter - overhead street light.doc

*22. * Request for Qualifications for Legal Services related to Maglev and Highway Widening Projects

Suggested Action:
Council directed that staff prepare a Request for Qualifications (RFQ) for legal services related to the proposed MAGLEV and Highway Widening projects.   The RFQ has been reviewed by the City Solicitor and Director of Planning & Community Development.

Approval of this item on the consent agenda will indicate approval of the RFQ and direct staff to issue it.
Request for qualifications attorney 11132019.pdf

*23. * Prince George’s County Memorial Library System Memorandum of Understanding
Suggested Action:
The Greenbelt Branch of the Prince George’s County Memorial Library System (PGCMLS) is undergoing renovation in some spaces at their facility. As a result, PGCMLS desire temporary space to support the “Ready 2 Read Storytime” program and the “Kids Achieve” program in December, 2019 and part of January 2020. Staff has meet with representatives from the PGCMLS to review the request and have prepared the attached Memorandum of Understanding (MOU) allowing use of space at the Community Center and the Youth Center which accommodates the PGCMLS needs.

Approval of this item on the consent agenda will indicated Council approval of the MOU.
DRAFT - MOU PGCMLS 2019 (2).doc
PGCMLS insurance binder.pdf

* 24. *Resignations from Advisory Group

Suggested Action:
Reference: Reappointment Survey, M. Thomas, 10-22-2019
Email, R. Lonicki, 10-22-19
Email, M. Granfors-Hunt, 11-14-19

Mary Thomas has submitted her resignation from the Public Safety Advisory Committee.

Ronald Lonicki has submitted his resignation from the Arts Advisory Board.

Mark Granfors-Hunt has submitted his resignation from Arts Advisory Board.

Approval of this item on the consent agenda will indicate Council's intent to accept Ms. Thomas, Mr. Lonicki and Mr. Granfors-Hunt resignation with regret.

*25. * Appointments to Advisory Board

Suggested Action:
Reference: Application

Council interviewed Tom LeaMond for appointment to the Arts Advisory Board (AAB). The applicant has attended a meeting of the advisory board.

Council interviewed Jackson Tuthill for appointment to the Youth Advisory Committee (YAC). The applicant has attended a meeting of the advisory board.

Approval of this item on the consent agenda will indicate Council's intent to appoint Mr. LeaMond to AAB and Mr. Tuthill to YAC.

V. MEETINGS

Meetings
Motion to Schedule a Closed.pdf
meetings.pdf

Stakeholders
Stakeholder Schedule.pdf

City Council Agenda Item Report

Meeting Date: November 25, 2019
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: ORGANIZATION
Agenda Section:

Subject:
Call to Order

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: November 25, 2019
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: ORGANIZATION
Agenda Section:

Subject:
Roll Call

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: November 25, 2019
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: ORGANIZATION
Agenda Section:

Subject:
Meditation and Pledge of Allegiance to the Flag

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: November 25, 2019
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: ORGANIZATION
Agenda Section:

Subject:
Consent Agenda

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: November 25, 2019
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: ORGANIZATION
Agenda Section:

Subject:
Approval of Agenda and Additions

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: November 25, 2019
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: Presentations
Agenda Section:

Subject:
Presentations

Suggested Action:

Attachments:

Agenda Item No:* 8.

City Council Agenda Item Report

Meeting Date: November 25, 2019
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: Meeting Minutes
Agenda Section:

Subject:
*Minutes of Council Meetings

Suggested Action:

Reference:
Work Session - Wednesday, September 4, 2019
Regular Meeting - Monday, September 9, 2019
Work Session - Wednesday, September 11, 2019
Work Session - Wednesday, September 25, 2019
Work Session - Wednesday, October 2, 2019
Work Session - Wednesday, October 16, 2019
Interview - Wednesday, November 13, 2019

Attachments:
WS190904.pdf

RM190909.pdf

WS190911.pdf

WS190925.pdf

WS191002.pdf

WS191016.pdf

INT191113.pdf

WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, September 4, 2019, with NASA/Goddard Space Flight Center (GSFC).

Mayor Jordan started the meeting at 7:33 p.m. The meeting was held in room 201 of the Greenbelt Community Center, 15 Crescent Road.

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

Staff present were: Nicole Ard, City Manager; Charise Liggins, Economic Development Coordinator; and Shaniya Lashley-Mullen, Administrative Assistant.

Also present were: George Morrow, Acting Center Director, Ray Rubilotta, Associate Center Director; Phillina Tookes, Legislative Affairs Specialist, NASA/Goddard Space Flight Center.

Mr. Morrow provided an update on the James Webb Telescope. He indicated the launch date would be in March 2021. Mr. Morrow answered Mr. Roberts's question stating the telescope weighs 7,000 pounds. Mr. Morrow stated that this coming April, the Hubble Space Telescope would have been in orbit for 30 years. He noted the astrophysics and astronomy textbooks have been rewritten based on the information that was received from the Hubble Space Telescope.

Mr. Morrow provided an update of operations at NASA/Goddard Space Flight Center (GSFC), including its science missions in development. He noted that he has been the Acting Center Director since July and Mr. Rubilotta has been the Associate Center Director since May.

Mr. Morrow stated Vice President Pence charged NASA to land the next American woman and man on the south pole of the moon by 2024. Mr. Morrow advised that the Artemis program would be NASA's path back to the lunar surface. Mr. Morrow answered Ms. Davis's question stating that NASA is developing a space launch system which will be the most powerful rocket ever built. He indicated the rocket's first test unmanned flight would be late in the year 2020 or early 2021.

Mr. Morrow provided an update on in-house missions that are being developed in Greenbelt. He indicated that PACE has been in development for about 4 years and it's in full-scale development. The main instrument, the Ocean Color, is also being designed in Greenbelt. It would launch in the year 2022. Ms. Mach asked what NASA is hoping to learn. Mr. Morrow advised, from an oceanography point of view, the health of the ocean. The ocean color is very important, and PACE would measure several thousands of feet down in the ocean.

Mr. Morrow explained the impact of the government shut down on all the projects at NASA/GSFC. He noted the contactors that were funded were able to keep working up until the point they had exhausted their funds. Mayor Jordan stated that during the government shut down, some of the NASA employees took on volunteer projects throughout the City.

Mr. Morrow answered Ms. Davis's question stating the budget is healthy from a Goddard perspective, but NASA would need additional funding to achieve the landing in 2024. He stated the rest of NASA's missions wouldn't be impacted by going to the moon.

Mr. Morrow answered Mayor Jordan's question stating Goddard had maintained a civil servant *population of just over 3,000 employees. Mr. Rubilotta stated the current civil servant employees at Goddard now is 3,236 employees. Mr. Morrow noted when there is additional work, Goddard would use support contactors. He stated when the workflow grows, the contactors workflow grows.*

Mr. Morrow provided information that the next in-house telescope is W First, a wide field infrared survey telescope. Similar to PACE, the spacecraft will be designed and built at Goddard. W First is a 2.41-meter telescope, it would be a wide field lens looking at the universe and would launch in the year 2025. Mr. Morrow stated Goddard operates about 50 satellites and there are 23 projects in various different stages.

There was discussion on GSFC's community educational outreach. Mr. Morrow stated that Goddard hosted 455 summer interns, a combination of high school and college students, and 355 of the interns spent their time in Greenbelt. Local school administrators contact Goddard to meet the County and State Science, Technology, Engineering, the Arts and Mathematics (STEAM) related needs.

In response to a question from Ms. Davis, Mr. Morrow stated the main 60th Anniversary Celebration was in May and the budget overhead is limited.

Mr. Rubilotta shared that Goddard is separated into six different campuses and that this week, each campus will be starting to have its own individual master plan workshop. It's the beginning stages of the master plan process. Mr. Roberts suggested if Goddard was going to divest land, would that land go into the Patuxent Preserve instead of giving it to another agency.

Mr. Rubilotta provided an update to the relocation of the main gate to Goddard. He stated that the current main gate would only be closed between the hours of 10:30 am to 3:00 pm. Mr. Rubilotta stated Goddard is going to install card readers. The gate will be open to pedestrian traffic, not vehicular traffic. Mr. Rubilotta answered Mayor Jordan's question stating it would be accessible as it can with the technology that is with us. Mr. Rubilotta stated Goddard would still have to maintain its secured perimeter.

There was discussion about the intersection of Powder Mill Road at Soil Conservation Road. Mr. Rubilotta stated that land belongs to BARC. He stated that BARC would have to petition the Park Service to get a traffic light.

In response to a question from Ms. Davis, Mr. Rubilotta stated Goddard had provided their comments in regards to the Maglev and Hyperloop.

Council Reports –

Ms. Davis – Legislative Committee Report

Several informational items were discussed.

The meeting ended at 9:16 p.m.

Respectfully submitted,

Shaniya Lashley-Mullen

Administrative Assistant

REGULAR MEETING OF THE GREENBELT CITY COUNCIL held Monday, September 9, 2019.

Mayor Jordan called the meeting to order at 8:01 p.m.

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

ALSO PRESENT were Nicole Ard, City Manager; David E. Moran, Assistant City Manager; Todd Pounds, City Solicitor; and Shaniya Lashley-Mullen, Administrative Assistant.

Mayor Jordan asked for a moment of silence in honor of Greenbelt residents Paul Pastellak, William Atkinson, Dianne Wilkerson, and Terry Vanzetti. Ms. Pope then led the pledge of allegiance to the flag.

<u>CONSENT AGENDA</u>: Ms. Davis moved that the minutes of the Work Session on January 16, 2019, May 29, 2019, June 12, 2019, and July 01, 2019, be removed. Ms. Davis also requested item #17, State and County NAACP Letter be removed from consent agenda. Mr. Putens seconded that the consent agenda be approved as amended. Motion carried 7-0.

Council thereby took the following actions:

<u>Minutes</u>:

<u>Interview, July 1, 2019</u>
Approved as presented.

<u>Committee Reports:</u>

<u>Advisory Planning Board Report #2019-08 (Hanover Parkway and Greenway Center Drive Intersection):</u> Council accepted this report.

<u>Advisory Planning Board, Report #2019-09 (Hanover Parkway Bicycle Facilities Alternatives):</u> Council accepted this report.

<u>APPROVAL OF AGENDA</u>: Ms. Davis moved to add item #20, Appointments to Advisory Boards. Ms. Davis moved to remove #14, Forest Preserve Advisory Board Proposed City Code Changes and add it to the ready to be scheduled work session. Ms. Mach seconded that the agenda be approved as amended. Motion carried 7-0.

<u>PRESENTATIONS</u>:

<u>Emergency Preparedness Month</u>: The proclamation was read by Mayor Jordan to recognize September as Emergency Preparedness Month. Ms. Candice Covin, Disaster Program Manager with American Red Cross for Montgomery & Prince George's Counties received the proclamation and provided updates with the American Red Cross.

Aisha Braveboy, Prince George's County State's Attorney – Ms. Braveboy provided Council with an update of the Prince George's County State's Attorney's Office.

PETITIONS AND REQUESTS:

Michael Hartman, 2 R Gardenway, requested more diversity during the Festival of Lights and Celebration of Winter.

Frank Gervasi, 163 Research Road, requested Council to pursue any legal action to fight the FCC ruling impacting public access television station funding.

ADMINISTRATIVE REPORTS:

Ms. Ard thanked staff including the Police, Public Works, Recreation, Museum, and Public Information employees, and all the volunteers for work on the Labor Day Festival and weekend activities.

Ms. Ard thanked staff including the Police and the Recreation employees who assisted with the fire at Franklin Park Apartments.

Ms. Ard noted that the Community Relations Liaison at the State Highway Administration and the Assistant District Traffic Engineer were checking the status of repairs to the ramp on Edmonston Road at Kenilworth Avenue.

Ms. Ard noted there have been reported power surges/brown outs with the Pepco services over the last couple of weeks. Pepco has been investigating the issues and believed the source of the power surges was addressed. She indicated if residents had a problem or issue with their services to contact Pepco directly.

Ms. Ard advised signage will start going up and residents will be receiving communications in the form of letters and social media and website updates in reference to the Buddy Attick Lake Dam Project.

Ms. Ard answered Mayor Jordan's question stating there was a two week delay on the Old Greenbelt Theater HVA and roof project. She noted she had not heard negative comments about the recent inspection.

Ms. Ard answered Mayor Jordan's question stating the Animal Shelter has wonderful volunteers to supplement the small staff. She indicated the Police Department is in the process of recruiting and the supervisor position had been re-advertised. The shelter hours over time migrated into Saturday. She noted due to the turnover, the City doesn't have the staff level to cover the weekend hours.

Ms. Mach requested staff confirm that the students of Greenbelt Station Subdivision can attend Greenbelt Elementary School and that a school bus is assigned to Greenbelt

Station. Mayor Jordan stated that there was a commitment with the school system. Ms. Davis also noted there was a bus.

Ms. Davis asked Mr. Moran for an update on CB-17-2019. Mr. Moran advised that CB-17-2019 was scheduled for public hearing on Tuesday, September 10th. He noted that CB-17-2019 was a text amendment bill that only affects one property, Freeway Airport Property. The land was zoned Residential Agricultural (RA), very low-density at, .5 units per acre. The bill would allow much higher-density, 8-9 units per acre.

There was discussion on text amendments. Mayor Jordan stated that text amendments were a very common way that County Council did business in the past. Mr. Moran stated that the text amendment passed the County Committee with a 3-2 vote.

Ms. Davis moved to special order opposition to CB-17-2019. Ms. Pope seconded the motion. The motion carried 7-0.

Ms. Davis moved that staff send an email in opposition to CB-17-2019 to the members of the County Council, especially to Chairman Turner. Ms. Pope seconded the motion.

Mr. Moran answered Mayor Jordan's question stating the bill would allow a significant amount of townhouses on the property instead of the normal single-family detached homes on the lot.

The motion carried 7-0.

Mr. Byrd shared two requests that he received from two constituents. The first one was for a stop sign at the intersection of Fayette Place at Greenhill Road and the second was to increase police presence around the intersection of Ridge Road at Lastner Lane.

LEGISLATION:

A Resolution to Authorize the Negotiated Purchase for Captioning Service from Municipal Captioning Inc. at an estimated of $12, 960.
-1st Reading

Mayor Jordan read the agenda comments.

Ms. Mach introduced the resolution for first reading.

Mayor Jordan noted that five hours was not enough. He stated the idea was to provide closed captioning for work sessions and Council meetings. He recommended 35-40 hours. Mr. Moran stated it was an estimate of 5 hours, but the meetings would be covered.

Mr. Hartman, 2 R Gardenway, advised the idea of closed captioning is more inclusive for the hard of hearing residents who don't sign and residents that use English as a second language. He suggested using the closed captioning in-house with videos the City produces. He recommended the City provide funding to purchase equipment and hire a captioner and that could work in the studios of GATe.

A Resolution to Authorize the Negotiated Purchase of FY 2020 Legal Services from Alexander & Cleaver PA at an estimated cost of $165,000.
- 1st Reading

Mayor Jordan read the agenda comments.

Councilmembers, City Solicitor, and staff discussed the level of legal support provided. Council requested a work session on legal services.

The need for legal review and high volume major projects were discussed.

In response to a question from Mr. Byrd and Mr. Putens, Mr. Pounds confirmed the firm charges $200 per hour to Council.

Mr. Putens introduced the resolution for first reading.

Staff will forward copies of the Alexander & Cleavers invoices confidentially to Council.

OTHER BUSINESS

Reclassifications

Mayor Jordan read the agenda comments.

Ms. Davis noted she preferred to discuss reclassifications in a closed session, to discuss each individual case separately and then come back to a regular meeting.

Ms. Davis moved to hold reclassifications until Council has a closed session. Mr. Putens seconded the motion.

Mr. Byrd stated Council had received a concern that the method by which Council is taking is in odds with the Code.

There was discussion on what tools should be used to evaluate employee duties and responsibilities.

Molly Lester, Greenbelt resident, stated she had concerns that the reclassification be discussed in a closed session. Ms. Lester said that by taking the reclassifications discussion into a closed session, Council would be discussing particular employees versus the positions. Ms. Lester asked why a Comprehensive Salary and Benefits Study hasn't taken place since 2008.

Mayor Jordan stated reclassifications should follow the budget cycle and to undertake that now would throw off the City's Budget.

Ms. Davis stated that once Council makes a final decision, this item would have to come back to a Council Regular Meeting. She noted she agreed with Ms. Lester regarding Comprehensive Salary Study should be done and that can be a topic for discussion in the closed session.

Mr. Roberts stated the reclassification should be discussed in a regular work session, so the public can participate.

The motion passed 6-1 (Roberts opposed).

<u>Special Ordered – Reclassifications to be placed on the Scheduled Meeting List</u>

Mr. Putens special ordered for consideration reclassifications for a closed session. Ms. Pope seconded the motion.

The motion passed 6-1 (Roberts opposed).

Mr. Putens moved that reclassifications be scheduled for a closed session. Ms. Davis seconded the motion.

The motion passed 5-2 (Byrd and Roberts opposed).

Mr. Putens requested a copy of the meeting list.

Mr. Putens requested the following closed sessions: reclassifications, Maglev and Prince George's County Schools.

Mr. Putens left the meeting at 10:09 pm.

<u>Council Activities</u>:

- MML Engagement and Outreach Committee Meeting (Ms. Mach)
- Save Our Farm Committee Booth at Labor Day Festival (Mr. Roberts)
- Meet and Greet with new SHL ES Principal, Trina Wilson (Mayor Jordan, Ms. Davis, Mr. Byrd)
- My HopeFest, GMS (Mayor Jordan, Ms. Davis)
- Business Coffee (Mayor Jordan, Ms. Davis, Mr. Byrd, Ms. Mach)
- Commission for Woman Meeting (Ms. Davis)
- Conference call with PGCPS CEO Dr. Monica Goldson (Mayor Jordan, Ms. Davis, Mr. Byrd)
- Welcome Pac Stuffing "party" (Ms. Davis)
- GCAN/GREA/Peace and Justice/PG Sierra Club lecture, "Environmental Justice: Health Disparities", Dr. Sacoby Wilson (Ms. Davis, Mr. Byrd)
- Community Treasure Chest, Prince George's African American Museum and Cultural Center (Mayor Jordan, Ms. Davis)
- Central Maryland Transportation and Mobility Commission Meeting (Ms. Davis)

- End of Summer Shindig, Greenbelt Station Central Park (Ms. Davis, Mr. Byrd, Ms. Mach, Mr. Putens)
- Labor Day Festival (All)
- Luncheon on the Lawn, Community Church (Ms. Davis)
- American Legion Family Picnic (Ms. Davis)
- MML Legislative Committee, Annapolis (Ms. Davis)
- Pooch Plunge (Ms. Davis)
- Blues Festival (Mayor Jordan, Ms. Davis, Mr. Byrd)
- Greenbelt Arts Center 40th Anniversary Reception (Mayor Jordan, Ms. Davis, Mr. Byrd)
- Sustainable Maryland Executive Committee, Annapolis (Ms. Davis)
- Greenbelt Rotary Club Meeting (Mayor Jordan)
- Host with the Greenbelt Tennis Association, Tennis Social, Greenbriar (Mayor Jordan)
- Tour de Greenbelt Ride (Mayor Jordan)
- St. Hughes Car Show, Fundraiser (Mayor Jordan, Ms. Pope)
- NLC Community Economic Development Committee (Mayor Jordan)

Council Reports: None

Mayor Jordan left the meeting at 10:19 pm.

State and County NAACP Letter

Ms. Davis stated the State and County NAACP Letter was removed from the consent agenda because the letter needed revisions.

Ms. Davis read the letter with the revisions.

Ms. Davis moved the State and County NAACP letter sent with the edits. Ms. Mach seconded the motion.

Mr. Byrd requested a second letter sent to the Prince George's County Branch of the NAACP. Mr. Byrd amended the current motion to include sending a second letter to the Prince George's County Branch of the NAACP. Ms. Mach seconded the amended motion.

The motion passed 5-0.

Letter to State and Military Officials about City Interest in Greenbelt Armory

Ms. Davis read the agenda comments.

Mr. Roberts indicated he wanted staff to continue to pursue the Greenbelt Armory.

Ms. Davis advised it was a stalemate because the Federal government stated they didn't want the property and now they want it. She noted the State couldn't do anything with the property.

Mr. Roberts directed staff to pursue every avenue to obtain the Greenbelt Armory Property. Mr. Byrd seconded the motion.

The motion passed 5-0.

<u>Appointment to Advisory Board</u>

Ms. Davis moved to appoint Bob Rudd to the Employee Relations Board. Mr. Byrd seconded the motion.

The motion passed 5-0.

<u>MEETINGS</u>: Council reviewed the meeting schedule.

Ms. Davis read the agenda comments.

Ms. Davis moved the following changes to the 2019 meeting calendar:

- Reschedule October 14th Regular Meeting to Tuesday, October 15th. (MML Fall Conference in Cambridge – October 13-15)
- No Work Session on November 20. (NLC City Summit in San Antonio – November 20-23)

Ms. Mach seconded the motion.

The motion passed 5-0.

There was discussion on holding a Closed Session on the Prince George’s County School Board. Prior to leaving the meeting Mr. Putens requested a Closed Session, the remaining Councilmembers, Ms. Davis, Mr. Mach, Mr. Byrd, Ms. Pope and Mr. Roberts, decided that at this time the Closed Session wasn’t needed.

Closed Session: Ms. Davis moved that Council schedule a Closed Session on September 18, 2019 at 8:00 pm, in accordance with the appropriate section of the General Provisions Article of the Annotated Code of the *Public General Laws of Maryland*, to discuss reclassifications.

Ms. Mach seconded.

ROLL CALL:	Ms. Davis	-	Yes
	Mr. Byrd	-	No
	Ms. Mach	-	Yes
	Ms. Pope	-	Yes
	Mr. Putens	-	Absent
	Mr. Roberts	-	No
	Mayor Jordan	-	Absent

Closed Session: Ms. Davis moved that Council schedule a Closed Session on October 7, 2019, at 8:00 p.m. in accordance with the appropriate section of the General Provisions Article of the Annotated Code of the *Public General Laws of Maryland*, to discuss legal matter with the Maglev and the Widening of the Beltway.
Ms. Mach seconded.

ROLL CALL:	Ms. Davis	-	Yes
	Mr. Byrd	-	Yes
	Ms. Mach	-	Yes
	Ms. Pope	-	Yes
	Mr. Putens	-	Absent
	Mr. Roberts	-	Yes
	Mayor Jordan	-	Absent

ADJOURNMENT: Ms. Mach moved to adjourn the meeting. Ms. Pope seconded. The motion passed 5-0.

Mayor Pro Tem Davis adjourned the regular meeting of Monday, September 9, 2019, at 10:41 p.m.

Respectfully submitted,

Shaniya Lashley-Mullen
Administrative Assistant

"I hereby certify that the above and foregoing is a true and correct report of the regular meeting of the City Council of Greenbelt, Maryland, held on September 9, 2019

Emmett V. Jordan
Mayor

WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, September 11, 2019, to discuss the Preliminary Plan of Subdivision – NRP Multi-Family Development Proposal (Capital Office Park).

Mayor Jordan started the meeting at 8:01 p.m. The meeting was held in room 201 of the Greenbelt Community Center, 15 Crescent Road.

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

Staff present were: Nicole Ard, City Manager; Terri Hruby; Director of Planning & Community Development; Judith Howerton, Community Planner; and Shaniya Lashley-Mullen, Administrative Assistant.

Also present were: Matthew Tedesco, McNamee Hosea; Josh Wooldridge, Joe Torg, Luan Tran, Karl Alt, NRP; James Buchheister, VIKA; Mike Lenhart, Lenhart Consulting; Gracie Todd, Greenbelt News Review; Kristen Weaver, Park and Recreation Advisory Board; Molly Lester, Bill Orleans and others.

Mayor Jordan asked for a moment of silence in memory of all the victims' tragically lost on September 11, 2001.

Ms. Howerton explained that the NRP Group has filed a Preliminary Plan of Subdivision (PPS) application with the Maryland-National Capital Park and Planning Commission (M-NCPPC), and was looking for Council's support.

Mr. Tedesco stated the NRP Group was at a Work Session with Council on March 5, 2018. He stated the property was located on Ivy Lane at Cherrywood Lane near the Federal Courthouse and Capital Beltway. Mr. Tedesco advised a detail site plan has been filed, but has not been accepted. Mr. Tedesco noted that the NRP has presented to the Greenbelt Advisory Committee on Environmental Sustainability (Green ACES), Advisory Planning Board (APB), and is scheduled to present to the Park and Recreation Advisory Board (PRAB).

Mr. Wooldridge presented a PowerPoint presentation with updated changes to the original design, which includes two similar shaped buildings that provide a wide variety of units and he mentioned some of the amenities.

There was discussion about why the retail component was not marketable. Mr. Wooldridge stated NRP Group hasn't had success identifying retail tenants and there are many design restraints on the site. Mr. Tedesco stated there are already many vacancies in the office park already. Ms. Mach suggested a cooperative childcare facility.

In response to a question asked by Mr. Roberts, Ms. Hruby stated she would have to consult with the City Treasurer to know what the additional tax revenue the City would receive if the property would be developed in commercial space. Mr. Roberts stated this property was the wrong site for residential space because commercial space is more valuable.

Mr. Wooldridge answered Ms. Mach's question stating the garden plots would be a better amenity and that concept hasn't been done a lot around the area. Ms. Davis suggested raised *flowerbeds and a shed for tools.*

There was discussion on the recreational amenities budget. Mr. Wooldridge answered Ms. Davis's question stating there isn't a designated staff for recreation, but there will be eight staff members; a property manager, an assistant property manager, three maintenance workers, and leasing agents.

There was discussion on the trip generation rate. Mr. Wooldridge stated the on-site amenities would reduce the automobile trips significantly. Mr. Lenhart stated the trip-generation rates are based on countywide rates. Mr. Lenhart answered Mr. Putens's question stating the trip-generation rates are from M-NCPPC. He noted that vehicular rates for multifamily homes, single-family homes and townhomes all have different trip generation rates.

Mr. Wooldridge answered Ms. Davis's question stating the units would range from $1,300 - $2,400 monthly depending on the size of the unit and vouchers would be accepted. Ms. Davis said the rent wasn't affordable for the basic workforce.

Ms. Howerton explained the traffic concern on Ivy Lane and Cherrywood Lane. She noted that there were two new access driveways and there was not a traffic light. Ms. Howerton stated NRP has a 1992 study and the Federal Courthouse has had construction since then. Ms. Hruby stated the Prince George's County Planning Board couldn't attach a condition to their preliminary plan related to that intersection. She noted through the City right-of-way permitting process, staff would be looking for evidence that what NRP is proposing is functioning properly. Mr. Tedesco advised a full Traffic Impact Study is being prepared.

There was discussion on flood plains and stormwater management. Mr. Buchheister said that the Department of Permitting, Inspections, and Enforcement (DPIE) required a second stormwater pond for this development to control the 100-year flood. The flood plains traces around both ponds in the development.

There was discussion on playgrounds. Ms. Davis and Ms. Mach both suggested two playgrounds, a tot lot, and another playground for older kids.

Mayor Jordan stated it was staff recommendation to provide conditional support for the NRP proposal. Ms. Howerton listed the conditions as follows: to provide a traffic impact study; fund the Cherrywood Lane concept plan, from center line to their property; to provide off-site mitigation within the Anacostia Watershed; to work with the City to identify if there are suitable woodland mitigation sites within the City; and noise attenuation plan.

There was discussion on noise mitigation. Mr. Tedesco advised as part of the detail site plan, a study for noise has been done for Phases I & II. Mr. Alt explained through construction, the NRP Group was able to mitigate the noise levels. He stated the wall and the windows have a higher FCC rating, which mitigate the sounds to lower than a 45 DBA on the bottom units that are closer to the highway.

In response from a question from Ms. Davis, Mr. Alt stated all the windows would have childproof locks and window guards. Mr. Alt answered Ms. Pope's question stating the windows will be double paned.

There was discussion on affordable and workforce housing. Mr. Tedesco stated there is price point for everyone. Mr. Wooldridge stated NRP Group could provide more data that would compare their rent versus what is considered workforce rent in the DC Metro area. Ms. Pope suggested incentives for teachers, first responders, and police.

In response from a question from Ms. Lester, Mr. Lenhart advised the area was being graded for utilities stations and parking will go in afterwards.

In response from a question from Ms. Lester, Mr. Alt advised the dog park would have the following features: fencing, controlled access, water, special ground cover, and benches.

In response from a question from Ms. Lester, Mr. Wooldridge advised there was a requirement for public art on a project in Montgomery County. Ms. Hruby stated that staff is working with the NRP Group to find opportunities to add public art to the project.

In response from a question from Mr. Orleans, Ms. Hruby stated the project is above the minimum on parking and not at the maximum for parking. Mr. Wooldridge stated the project is at 1.28 parking spaces per unit.

Council Reports –

Ms. Davis gave a report on the Legislative Committee Reports on Small Cells, FCC Cable Franchise, and the Legislative Program. She also gave a report on the State of Justice Symposium *and the Sustainability Maryland Executive Committee Report.*

Several informational items were discussed.

The meeting ended at 10:25 p.m.

Respectfully submitted,

Shaniya Lashley-Mullen
Administrative Assistant

WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, September 25, 2019, to discuss the Forest Preserve Code Changes, Stewardship Guidelines, and the Health Assessment.

Mayor Jordan started the meeting at 8:00 p.m. The meeting was held in room 201 of the Greenbelt Community Center, 15 Crescent Road.

Present were: Councilmembers Colin A. Byrd, Judith F. Davis, Leta M. Mach, Silke I. Pope, Edward V. J. Putens (8:18), Rodney M. Roberts, and Mayor Emmett V. Jordan.

Staff present were: Nicole Ard, City Manager; Jim Sterling, Director of Public Works; Jason Martin, Horticulture Supervisor; Patrick Mullen and Liz Thomas, Park Rangers; and Shaniya Lashley-Mullen, Administrative Assistant.

Also present were: Donna Hoffmeister and Damien Ossi, Co-Chair of the Forest Preserve Advisory Board (FPAB); Owen Kelley, Bryan Bruns, Valerie Elliot, Susan Gregersen, John Schmit; Forest Preserve Advisory Board; Molly Lester, Ms. Barnett, and others.

Lake Dam Project Update

Mayor Jordan asked Mr. Sterling for an update of the Lake Dam Project. Mr. Sterling stated the City is in Phase II of the Repair Plan to correct state violations, including the spillway and the raising the embankment. He noted part of Phase II was to fix the emergency drain and that portion has been completed. The next work includes a toe drain and a filter chimney that is designed to capture water seepage.

Mr. Sterling advised the Maryland Department of the Environment (MDE) was on site following the development of stress cracks after contractor equipment became stuck in the soil. Mr. Sterling noted that MDE wanted the City initiate Emergency Action Plan notification level #2. The Emergency Action Plan details the actions the City has to take, including who to contact and what to monitor. Staff and the Police are currently monitoring the lake for the next 24 hours. He explained the State ordered the lake to be lowered an additional two feet due to the equipment being stuck and so the level was below elevation where the water was coming out near the dam.

There was discussion on lowering the water level. Mayor Jordan asked if the lake lowering would be ongoing. Mr. Sterling stated the lake would eventually come back up naturally but until the solution is determined, the water level will remain lowered.

Regarding a water line leak near American Legion Drive and Belle Point Commercial Park, Mr. Sterling noted that Washington Suburban Sanitary Commission (WSSC) was notified three weeks earlier about a leak and cannot yet determine where the water is coming from. He stated WSSC is currently dewatering the 96-inch water line. After the water is emptied out of the line, WSSC will inspect and walk through the line.

There was discussion on WSSC constructing an access road. Mr. Sterling stated that WSSC approached the American Legion about constructing an access road. He noted that if the problem was what WSSC thought it was, then WSSC would construct a project in the middle of Belle Point Drive, for the entire length of the road. Mr. Sterling explained there was a driveway in the American Legion lot that faces Legion Drive and that driveway would be the access road *through the wooded area, connecting Bell Point office condominiums. In response to a question from Ms. Pope, Mr. Sterling stated that WSSC has a 50-foot right of way through the woods and the trees will be removed.*

In response to a question from Ms. Davis, Mr. Sterling stated the water leak at Greenway Shopping Center is on WSSC's work program.

<u>Forest Preserve Advisory Board (FPAB) Code Changes</u>

Ms. Hoffmeister advised one of the changes in the FPAB Code was replacing the words "management and maintenance" with the word "stewardship". Ms. Hoffmeister noted that change was because "stewardship" coveys protecting something.

Ms. Hoffmeister advised of the following changes to the FPAB Code:

Section 12-151 "undisturbed" was replaced with "natural"
Section 12-155 "minimum necessary to preserve and protect the natural resources" to "be minimized to the extent practical to protect and conserve the forest"
Section 12-156 (i) "exotic" was replaced with "non-native"
Section 12-156 (n) "poaching, collecting, harvesting, removing or" was added
Section 12-157(b) "reptiles, insects, soil, mold, fungi" was added
Section 12-157 (c) was removed

In reference to a question from Ms. Davis, Mr. Ossi advised it was recommended to remove the fine in the misdemeanor language and apply the $1,000 fine to all violations.

Section 12-158 (a) "non destructive" was replaced with "passive"

In reference to a question from Mayor Jordan, Ms. Hoffmeister advised the City had not heard from A. Morton Thomas & Associates Inc. (AMT). AMT promised the City short term and long-term plants. Mr. Martin stated Ms. Hruby and he have been trying to get in contact with AMT and haven't heard from them. He also stated that AMT had not picked up their last check.

Section 12-159 (d) "twenty five" was changed to "ten"

In reference to the change in Section 12-159 (d), Ms. Davis stated she agreed with the change as stating it was closer to the road and preserved more land. Ms. Hoffmeister answered Ms. Davis's question stating staff didn't have a problem with the change.

In reference to Section 12-156 (d), Mr. Roberts stated that the City shouldn't give the State or Federal Agencies access because the City is fighting the Maglev, which wants to build a route through the Forest Preserve. He stated the language should be removed. Ms. Hoffmeister stated that language was in the original Code. Mr. Roberts shared concern regarding the language as in one part the State or Federal Agency had the right to supersede the City but subject to the approval of the City Council. Ms. Davis noted that since it was in the original Code, there might be legal reason, but she did agree with Mr. Roberts.

Mr. Ossi advised that the phrase "except as provided in the stewardship guidelines" or "other uses subject to the stewardship guidelines" were added to the Code. He noted that all the *prohibited actives and the non-prohibited actives are subject to the stewardship guidelines. Mr. Ossi stated that was a recommendation from AMT because in some places the guidelines were cited as the authority and in other places, the Code was cited as the authority.*

Mr. Ossi answered Ms. Davis's question stating in Section 12-143 (6), the later part of the section was taken out due to AMT recommendation of it being redundant and too specific.

Mr. Ossi answered Mayor Jordan's question stating FPAB did not adopt some of AMT's recommendations. Mr. Martin stated the reasons included consistency, redundancy, and effort to make it concise and clear.

Mr. Roberts commented on the suggested change of the identification of the "Public Works Dump" to "City Inert Waste holding Area" from the Advisory Committee on Trees (ACT) Report, stating either remove it or call it "a dump".

Ms. Barnett, a Greenbelt resident, stated she appreciate the change to the "stewardship". She noted she agreed with Mr. Roberts's views on the State or Federal agencies access. Ms. Barnett also stated she had concerns about the piles materials at the former Public Works Landfill at Northway Fields, which she believed was encroaching on the Forest Preserve.

Forest Preserve Stewardship Guidelines

Regarding the Executive Summary, Mr. Ossi gave a brief summary of the Forest Preserve Stewardship Guidelines and some of the changes. Ms. Hoffmeister stated the guidelines were more organized and precise. Ms. Barnett, a Greenbelt resident, asked for clarity of what encompassed the 183 acres of the Forest Preserve noting concerns about accuracy. Mr. Ossi stated the Forest Preserve is the five Tracts listed in the Guidelines that the City Council has placed in the preserve. The forested area in the City that is considered City Parks and not part of the Forest Preserve are not counted in the Guidelines. Council, FPAB members, and Staff confirmed the correct Forest Preserve is 254.8 acres and not 183 acres.

Regarding History and Overview, Ms. Hoffmeister read the "Stewardship for the North Woods Tract".

Mayor Jordan read the "Stewardship for the Hamilton Woods Tract". Mr. Roberts stated that Greenbelt Homes Inc. (GHI) has been encroaching on the Forest Preserve at the Hamilton site near the maintenance yard. Mayor Jordan suggested sending a note to GHI, highlight the situation, and ask GHI to provide a barrier.

Ms. Pope read the "Stewardship for the Boxwood Tract". Mr. Ossi stated the stream was at the corner of Ridge Road and Ivy Lane it goes east into Boxwood.

Ms. Mach read the "Stewardship for the Bell Point Tract".

Mayor Jordan read the "Stewardship for the Sunrise Tract". Mayor Jordan stated many residents recycle there and suggested replacing the plastic fence with a wooded fence. Mr. Ossi stated FPAB would be submitting a report with details to Council pertaining to that suggestion.

In reference to the Bell Point Tract, Ms. Pope stated that there were tires, debris, and trash 30 *behind the office park.*

There was no discussion regarding Ecosystem Health.

Regarding Trails, Mayor Jordan stated having a Master Trail Plan was a great approach. Ms. Davis asked how the trails would be handled and marked. Mayor Jordan stated that AMT was supposed to come up with GPS coordinates that should make it easier to describe where the maintained master trails are located. Mr. Bruns advised Open Street Map Routes are a good starting point for larger informal trails.

There was discussion about migrate of walkers going off trails and starting new informal trails. Mr. Ossi noted that stepping off the trail would damage the plant life and increase the disturbance in the Forest Preserve. Ms. Hoffmeister stated the need to inventory the trails via the Master Trail Plan.

In response from a question from Ms. Davis, Ms. Hoffmeister stated that supervised volunteers would maintain the trails. Mr. Ossi stated the Master Trail Plan would describe how each trail would be maintained. Mr. Schmit stated that the Master Trail Plan could state if the trails are narrow "wilderness" type or a more accessible trail.

Ms. Mach stated she appreciated the idea of Hamilton Woods Tract Area D, being an interpretative trail that is easy to use and barrier-free, allowing access to enjoy the Forest Preserve.

Mayor Jordan stated the only drawback in designating formal trails is that it opens the City for liability issues and the expectation that trails would be maintained.

Mr. Roberts stated that a special trail in the southern tract isn't a good idea because all the trails in the Forest Preserve should be maintained at the same standard. He noted that the southern tract is a very small parcel with houses on one side and the highway on the other side, and the residents would not get a very natural experience.

There was discussion on accessible trails. Ms. Hoffmeister noted AMT stated it was a legal requirement to make the Forest Preserve American with Disabilities Act (ADA) complaint.

Mr. Mullen explained that while on patrol the Park Rangers stops at Northway Fields, observe, and report any activity.

Regarding Invasive Species, Mr. Ossi explained that invasive species is defined as a species that is not native to the ecosystem and whose introduction has caused or is likely to cause economic harm, environmental harm, or harm to human health. Mr. Roberts requested economy be removed from the definition. Mr. Martin and Mr. Ossi both stated that economy was included in the standard Federal definition for invasive species.

There was discussion on pesticide management control. Mr. Ossi stated that there are four different types of controls methods, Cultural Control, Mechanical Control, Chemical Control, and Biological Control. Mr. Roberts stated chemical control should be stricken from the list herbicide and pesticide shouldn't be used in the Forest Preserve.

There was no discussion regarding Disturbances.

Regarding Wetlands, Mr. Schmit explained this was a new chapter in the Forest Preserve Stewardship Guidelines. It lists where the streams, seeps, and springs are located in each tract.

In response from a question from Ms. Davis, Mr. Schmit stated the streams, seeps, and springs are mapped and the pounds are not listed on the map.

Ms. Lester, a Greenbelt resident, advised of an illegal dump on GHI property near the Administration Building. She noted there was a stormwater management system that was built at the direction of the State and County. She stated that the system doesn't work properly. Ms. Lester believed that periodically when the system is backed up, GHI would pump the system and dump the water on City property.

Regarding Clean-Up, Enforcement, and Special Events, Mr. Martin stated that the Sunrise Tract had the worst litter. Mayor Jordan suggested if residents see something, to say something, especially in the Forest Preserves, and the Police would write a civil infraction citation when littering is witnessed.

Regarding Specially Managed Areas, Mr. Ossi stated there weren't that many changes from the original guidelines regarding the Community Gardens.

There was a brief discussion on the maintenance of the buffer. Mr. Ossi stated buffer maintenance is permitted under the guidelines. In response from a question from Mayor Jordan, Mr. Sterling stated during the Fall and Spring, there would be maintenance on the 8-foot buffer. A majority of the gardens are 8-foot buffers except the Hamilton Garden. There isn't an 8-foot buffer given the GHI property line is closer.

Ms. Lynn, a Greenbelt resident, expressed concern with the Northway plans regarding preserving the ecosystem and public safety. She noted the Canon Creek Trails, stating the banks are unstable. Ms. Lynn explained that the trail is narrow and one can tell where someone unsuccessfully tried to fix the trail.

In response to a question from Ms. Davis, Mr. Ossi stated the Belle Point Preserve is a specially managed area because it is WSSC and Pepco right-of-way and located next to the Beltway.

There was no discussion about the Glossary.

There was no discussion about Appendix A.

Mayor Jordan stated FPAB recommendation was to move forward. He noted staff will suggested the new changes the Forest Preserve Code and Stewardship Guidelines. The changes could be presented at a Public Hearing in November.

Several informational items were discussed.

The meeting ended at 10:39 p.m.

Respectfully submitted,

Shaniya Lashley-Mullen
Administrative Assistant

WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, October 2, 2019 for a Briefing on the Countywide Map Amendment.

Mayor Pro Tem Davis started the meeting at 8:05 p.m. The meeting was held in room 201 of the Greenbelt Community Center, 15 Crescent Road.

Present were: Councilmembers Colin A. Byrd, Judith F. Davis, Leta M. Mach, Edward V. J. Putens, and Rodney M. Roberts. Councilmember Silke I. Pope was absent due to a personal matter. Mayor Emmett V. Jordan was absent due to a personal matter.

Staff present were: Nicole Ard, City Manager; and Shaniya Lashley-Mullen, Administrative Assistant.

Also present were: Chad Williams, Maryland-National Capital Park and Planning Commission Prince George's County Planning Department, Bill Manico, Bill Orleans and others.

In response to question by Mayor Pro Tem Davis, Mr. Williams stated the Maryland-National Capital Park and Planning introduced the Countywide Map Amendment on July 23.

Mr. Williams advised that the City of Greenbelt was the first municipal to request and receive the Countywide Map Amendment briefing.

Mr. Williams provided a PowerPoint presentation.

Mr. Williams provide a brief history on the Countywide Map Amendment. He noted the project was initiated in the year 2014. The County Council adopted Zoning Ordinance and Subdivision Regulations, on October 23, 2018, but it hasn't gone into effect. The Ordinance and Subdivision Regulations need to go through a process called the Countywide Sectional Map Amendment (CMA) to take effect. The new zones would be placed on all the properties in Prince George's County, except Laurel because Laurel has its own zoning authority. Mr. Williams stated that the County expects to rezone over 320,000 properties to the new zoning structure and the new codes would take effect in late Fall 2020.

Mr. Williams stated the new Zoning Ordinance Rewrite Project for Prince George's County resulted in an ordinance that is streamlined, concise, and is very user friendly. He noted the new zone structure consolidated the current zone structure from 73 to 43 zones and the zone uses from 1,200 to 250 uses.

There was discussion on the Greenbelt Home Inc. (GHI) zones. Mr. Williams stated the current zones for GHI were a Residential, Single-Family – Attached Zone (RSF-A) and two others zones. The combination of all three zones gave GHI a density cap of 16.33 units per acre.

In response to a question from Mayor Pro Tem Davis, Mr. Williams stated most of Central part Greenbelt will be RSF-A.

Mr. Roberts stated residents from Greenbelt East are concerned about the increased neighborhood density. He suggested having in writing both the current and the proposed zones to compare the difference. Mr. Williams stated the current Zoning Ordinance is on the Maryland-National Capital Park and Planning Commission Prince George's County Planning

Department website. He also noted there were materials that have been mailed out. Along with a program that allows a person to enter their address and visually compare old and new zones. Mayor Pro Tem Davis suggested more communication. In response to a question from Mayor Pro Tem Davis, Mr. Williams stated the Home Owner Associations (HOA) could ask and receive the CMA Briefing. Mayor Pro Tem Davis advised the increased density would reflect commercial properties because the commercial properties could be zoned as mixed-use developments.

Mr. Williams stated the CMA has replaced the current zone it with a similar zone. He noted 97% of Prince George's County is a one-to-one zone replacement. Mr. Williams stated that 3% of the County would have to be rezoned because their current zones have been discontinued.

In response from a question from Mayor Pro Tem Davis, Mr. Williams stated Beltway Plaza was rezoned to Commercial General and Office (CGO).

Mr. Williams explained there are five Transit Oriented Activity Centers that were created to foster mixed-use higher density developments. He noted there are eight Regional Transit Districts in the County, and three are designated Downtown.

Mr. Williams explained that Plan 2035 identified the Innovation Corridor, which includes Greenbelt Road and Rt. 1 as the highest priority employment area. He noted the Innovation Corridor has the greatest potential for job creation, economic development, and research. The Innovation Corridor decision matrix would be applied from the Capital Beltway to south of the District line.

There was a discussion on potential County property tax increase. In response to a question from Mr. Roberts, Mr. Williams explained that taxation is based on improvements of the land, so if there is already a house on land, it has already been assessed. Mr. Putens advised he was informed that there wasn't going to be a tax increase.

In response to a question from Mr. Putens, Mr. Williams stated there would not be an impact on a property's covenants. Mr. Roberts stated the zoning on the covenant's property could still be changed.

Mr. Williams stated the County would perform more in-depth testing on the zone codes within the next 13 months during the implementation.

Mr. Williams explained and demonstrated the interactive website.

There was discussion on the Forest Preserve. Regarding a question from Mr. Roberts, Mr. Williams stated the Forest Preserve was already zoned for one house every five acres.

There was discussion on the Neighborhood Conservation Overlay Zone (NCOZ). In response to a question from Mayor Pro Tem Davis, Mr. Williams stated that he has been working with staff to determine what the NCOZ is and how it works. He noted that the NCOZ is not just for GHI, it includes many residential properties that are not GHI properties. Mr. Williams stated the County would work with the stakeholders to get a set of standards that would achieve the goals of the NCOZ.

In response to a question from Mr. Putens, Mr. Williams stated the NCOZ is based on standards and all the NCOZ's in the County have the same baseline. The NCOZ's could be tweaked for elements for that unique municipality.

There was discussion on the Greenbelt Road Sector Plan ULI Study. Mr. Williams stated there Planning Department programs to help with a short-term look at implantation. Mr. Williams suggests have a joint letter sent to MNCPP Board from all the municipalities seeking a work plan.

Several informational items were discussed.

The meeting ended at 9:18 p.m.

Respectfully submitted,

Shaniya Lashley-Mullen
Administrative Assistant

WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, October 16, 2019 to meet with County Council Chair Turner and the County Department of Permitting, Inspections and Enforcement.

Mayor Jordan started the meeting at 8:04 p.m. The meeting was held in room 201 of the Greenbelt Community Center, 15 Crescent Road.

Present were: Councilmembers Colin A. Byrd, Judith F. Davis, Leta M. Mach, Silke I. Pope, Edward V. J. Putens, Rodney M. Roberts (8:08 p.m.), and Mayor Emmett V. Jordan.

Staff present were: Nicole Ard, City Manager; David Moran, Assistant City Manager; Charise Liggins, Economic Development Coordinator; and Shaniya Lashley-Mullen, Administrative Assistant.

Also present were: County Council Chair Todd Turner; Clarence Mosley, Supervisor Department of Permitting, Inspections, and Enforcement (DPIE); Susan Walker, Greenbelt Community Development Corporation; Bill Orleans and others.

Mr. Turner provided an update on County Council activities. He noted that there are six new County Councilmembers and two At-Large County Councilmembers. Mr. Turner stated that this is the first time there is a Public/Private Partnership to build six to eight middle schools. Mr. Turner explained that four companies would bid on the proposal and the winning company would build the middle schools in three years. He stated the selected company would be responsible for the maintenance of the schools.

Mr. Turner stated the County is in the second phase of the Zone Ordinance Rewrite/Map Amendment. He advised the goal was to streamline the zone codes from 70 to 40 by early 2021.

Mr. Turner advised the Short Term Rental License Ordinance went into effect on October 1st. He explained the resident must obtain a permit and the location must be his/her primary residence. He noted that the registrations are online.

Mr. Turner provided an update on the Prince George's County Animal Control Ordinance on Dangerous Animals and the 22-year ban on Pitbulls. He noted the bill CB-64-2019 would be introduced the following week.

Mr. Turner provided an update on the zoning bill CB58/CB59 on Small Cell Towers. He noted the bill passed with amendments.

Mr. Turner noted the upcoming transportation meeting at the Prince George's County Administration Building. He advised the meeting was open to the public.

There was discussion on the Public/Private Partnerships with the schools. Mr. Turner stated the schools would be built with the State and County specifications. The vendor would maintain the maintenance of the building for the life of the contract. Ms. Davis stated Greenbelt needed a new elementary school and Springhill Lake Elementary need repairs.

Mr. Turner stated the greatest need for schools are in the northern part of the county given schools are overcrowded. Ms. Pope explained there are many challenges at Springhill Lake

Elementary. In response to a question from Ms. Pope, Mr. Turner stated that the suggestion to build a larger campus for an elementary and middle school has been proposed, but not in this area.

There was discussion on the Zoning Ordinance Rewrite. Mayor Jordan stated that the City Council received the County Map Amendment Briefing. Mr. Turner stated the Zone Rewrite was conducted with the previous County Council.

Based on a question from Ms. Davis, Mr. Turner stated the State of Maryland conducted a study on rent control. He noted that the City of College Park and the City of Takoma Park are the only two jurisdictions that have rent control related to seniors. Mr. Turner said they were ending the programs. Mr. Turner answered Ms. Mach's question, stating he would follow up with Council regarding cooperatives.

Mr. Mosley answered Mayor Jordan's question, stating that DPIE will make sure the property is licensed to be used as a Short Term Rental Property.

Mr. Mosley provided a brief history on DPIE. He advised DPIE was established in 2013 and the department has a new director. He noted that applicants could apply for permits and submit the supporting documents online.

Ms. Liggins explained applicants have expressed their concerns on applying for permits and receiving conflicting information from different inspectors.

There were discussions about the Farmers Market and the Labor Day Festival. Mr. Mosley stated there is training on requirements for Farmers Markets on the third Thursday of each month. He noted that special committees should submit their request 45 days prior to the event to obtain instructions. Mr. Mosley advised there are brochures available with detailed information.

Regarding questions about the animal shelter, Mr. Turner noted he would follow up on the animal shelter with Chief Taylor. Ms. Ard answered Ms. Davis's question stating Chief Bowers is waiting on the new County Administration's direction regarding the North County Animal Shelter.

Mr. Orleans asked and was provided answers to several questions.

Several informational items were discussed.

The meeting ended at 9:59 p.m.

Respectfully submitted,

Shaniya Lashley-Mullen
Administrative Assistant

WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, November 13, 2019, for the purpose of interviewing a candidate for City Advisory Groups.

The meeting began at 7:29 p.m. It was held in Room 201 of the Community Center.

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

STAFF PRESENT: Shaniya Lashley-Mullen, Administrative Assistant.

Tom LeaMond was interviewed for appointment to the Arts Advisory Board.

The meeting was adjourned at 7:49 p.m.

Respectfully submitted,

Shaniya Lashley-Mullen
Administrative Assistant

Agenda Item No:11.

City Council Agenda Item Report

Meeting Date: November 25, 2019
Submitted by: David Moran
Submitting Department:
Item Type: OTHER BUSINESS
Agenda Section:

Subject:
Award of Purchase - Dump Truck

Suggested Action:

Reference:
Memorandum, Brian Townsend, 11/14/19
State of Maryland BPO 001B8400149
Price Quote
Fiscal Year 2020 Replacement Fund Budget

The FY 2020 Replacement Fund includes $84,500 for the replacement of a Public Works Dump Truck F-550 4x4 with a snow plow and spreader.

Staff has identified a State of Maryland statewide contract for small dump trucks under the Blanket Purchase Order (BPO) # 001B8400149 at a cost of 84,133.80.

Included in Council's packet is a memorandum from Brian Townsend, Assistant Director of Public Works-Parks with additional details about the recommended purchase. Mr. Townsend will be present to answer any questions.

Staff recommends that Council approve the purchase of Public Works vehicle as follows:

A 2020 Ford F- 550 dump truck per State of Maryland Blanket Purchase Order (BPO) # 001B8400149 from Apple Ford Fleet /Government Sales, 8800 Stanford Blvd., Columbia, Md., 21045 at a cost of $84,133.80.

Attachments:
2020ReplacementMemo101719.docx

State of Maryland BPO 001B8400149

Price Quote.pdf

FY 2020 Replacement Fund.pdf

CITY OF GREENBELT
Department of Public Works
555 Crescent Road – Greenbelt, Maryland 20770
301.474.8004

M E M O R A N D U M

Date: November 14, 2019

To: Nicole Ard, City Manager

From: Brian Townsend, Assistant Public Works Director – Parks

VIA: Jim Sterling, Public Works Director

Re: Fiscal Year (FY) 2020 Replacement Fund Budget

Public Works

The FY 2020 Replacement Fund includes $84,500 for the replacement of a Public Works F-550 4x4 Dump Truck with snow plow and spreader.

Staff has identified a State of Maryland statewide contract for small dump trucks under the Blanket Purchase Order (BPO) # 001B8400149 at a cost of 84,133.80. (See attached Quote)

Summary Recommendations

Staff recommends Council approve the following purchase:

- 2020 Ford F- 550 Dump Truck per State of Maryland Blanket Purchase Order (BPO) # 001B8400149 from Apple Ford Fleet /Government Sales, 8800 Stanford Blvd., Columbia, Md. for $84,133.80.

BLANKET PURCHASE ORDER
STATE OF MARYLAND

************* STATE OF MARYLAND *****************

BPO NO: 001B8400149 **PRINT DATE:** 09/14/17 **PAGE:** 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:	**REFER QUESTIONS TO:**
APPLE FORD 8800 STANFORD BLVD COLUMBIA, MD 21045 (800)673-2466	STACEY POLLITT (410)767-3002 STACEY.POLLITT1@MARYLAND.GOV

ITB: 001IT820676	**EXPR DATE:** 08/31/20 **POST DATE:** 09/14/17	**DISCOUNT TERMS:** . NET 30 DAY **CONTRACT AMOUNT:** 250,000.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

****

****

STATEWIDE CONTRACT
FOR
DUMP TRUCKS (SMALL)

****

****

THIS IS A STATEWIDE CONTRACT FOR DUMP TRUCKS SMALL (CREW CAB 4X4 TRUCK CHASSIS W/3 CUBIC YARD AND STAKE BODY W/SNOW PLOW.

THIS IS AN STATEWIDE CONTRACT FOR DUMP TRUCKS FOR THREE (3) YEARS WITH TWO (2) ONE (1) YR RENEWAL OPTIONS.

VENDOR : APPLE FORD LINCOLN INC.
VENDOR CONTACT: THOMAS LEASURE
VENDOR NUMBER: 443-539-1292
VENDOR EMAIL: TLEASURE@APPLEFORD.COM

PRODUCT ACCEPTABILITY SHALL BE AT THE SOLE DISCRETION OF THE MARYLAND STATE ORDERING AGENCY. THE ORDERING AGENCY SHALL BE THE SOLE JUDGE OF WHAT IS AN "APPROVED EQUAL". ANY EQUIPMENT DELIVERED AS A RESULT OF THIS AWARD WHICH DOES NOT MEET THE SPECIFICATIONS OR IS OTHERWISE FOUND TO BE DEFECTIVE, SHALL BE REJECTED AND RETURNED AT THE VENDOR'S EXPENSE FOR REPLACEMENT OR CREDIT.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

TERMS (cont'd):

MANUALS:

APPLE FORD LINCOLN SHALL FURNISH A TOTAL OF ONE- (1) OPERATORS MANUAL, - ONE (1) MAINTENANCE/SERVICE AND ONE (1) PARTS MANUAL PER TRUCK TO THE STATE ORDERING AGENCY WITH EACH UNIT AT THE TIME OF DELIVERY OF THE VEHICLES. IF THE MAINTENANCE/SERVICE AND PARTS MANUALS REQUESTED ARE AVAILABLE ON CD-ROM OR DVD, THIS SHALL BE SUPPLIED IN LIEU OF THE PAPER MANUALS.
ONE OPERATORS & PARTS MANUAL SHALL BE SUPPLIED TO THE ORDERING AGENCY AT THE TIME OF DELIVERY OF COMPLETED TRUCKS.

WARRANTY:

APPLY FORD LINCOLN SHALL PROVIDE WARRANTY THE MANUFACTURE WARRANTY TO THE TRUCK AS FORMENTIONED IN THE SOLICITATION.

CERTIFICATE OF ORGIN:

APPLE FORD LINCOLN SHALL SUPPLY A CERTIFICATE OF ORGIN BEFORE THE PROCESSING OF INVOICES, WHEN COMPLETING THE CERTIFICATE OF ORGIN, DISTRIBUTOR-DEALER ASSIGNMENT SECTION THAT THE PURCHASER'S ADDRESS.

CERTIFICATE INFORMATION AND INVOICING MAY BE CONFIRMED WITH THE ORDERING AGENCY.

INVOICES SHALL ACCOMPANY THE DELIVERY OF EACH INDIVIDUAL TRUCK. THE INVOICE DATE SHALL MATCH THE DATE OF TRUCK WAS DELIVERED. THE ORDERING AGENCY RESERVES THE RIGHT TO REJECT ANY DELIVERY WHERE THE INVOICE CONDITIONS ARE NOT MET.

DELVERY:

COMPLETED TRUCKS SHALL BE DELIVERED FOB DESTIONATION TO THE ORDERING AGENCY ADDRESS.

THIS CONTRACT DOES NOT OBLIGATE THE STATE OF MARYLAND TO PURCHASE ANY MINIMUM OR MAXIMUM QUANTITY THRU THE CONTRACT PERIOD. ORDERS FOR ACTUAL REQUIREMENTS MAY BE MORE OR LESS THAN LISTED.
ORDER AS REQUIRED WILL BE PLACED DIRECT TO THE SUPPLIER BY THE USING AUTHORITY INDICATING DELIVERY AND BILLING INSTRUCTIONS.

USAGE REPORT:

THE STATE OF MARYLAND DEPARTMENT OF GENERAL SERVICES OFFICE OF PROCUREMENT AND LOGISTICS HAS IMPLEMENTED A PROGRAM TO REVIEW ALL STATEWIDE CONTRACT REQUIREMENTS AND ASSESS CONTRACT USAGE

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

TERMS (cont'd):

OF STATE AGENCIES. UNDER THE TERMS OF THE CONTRACT EVERY SIX MONTHS, BEGINNING WITH THE "START DATE" A USAGE REPORT SHOULD BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES. THIS REPORT SHOULD CONTAIN A SUMMARY OF PROCUREMENT ACTIVITY AND SHOULD INCLUDE THE CONTRACT NUMBER, ITEMS DESCRIPTION, QUANTITY PURCHASED, TOTAL DOLLARS SPENT, NUMBER OF ORDERS PLACED BY STATE AGENCY, NUMBER OF ORDERS PLACED PER CONTRACT, AND END WITH A GRAND TOTAL DUE FOR ALL DOLLARS SPENT. PLEASE PLEASE SEND YOUR REPORT TO DEPARTMENT OF GENERAL SERVICES, OFFICE OF PROCUREMENT AND LOGISTICS, 301 W. PRESTON STREET, ROOM 1309 BALTIMORE, MARYLAND 21201, ATTN: EBONY SALAKO AND LISA MCDONALD. YOU MAY EMAIL THE REPORT TO AWAWU.SALAKO@MARYLAND.GOV AND LISA.MCDONALD@MARYLAND.GOV. THE REPORT IS DUE WITHIN TEN (10) DAYS AFTER EVERY REPORT PERIOD. FAILURE TO PROVIDE THIS REPORT MAY RESULT IN DEFAULT OF THIS CONTRACT AND THE CONTRACT MAY BE TERMINATED IMMEDIATELY.

1% PROCESSING FEE

1.

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G. AS A SEPARATE LINE ITEM, FEE OR SURCHAGEE,BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

2.THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SER VICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTO,MD 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH.ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO WAWAU.SALAKO@MARYLAND.GOV.

3.

FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO $10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICH EVER IS HIGHER.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES.FAILURE TO SO MAY RESULT IN DELAY OF PAYMENT.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

TERMS (cont'd):

THE DEPARTMENT OF GENERAL SERVICES "TERMS AND CONDITIONS" FOR COMMODITY CONTRACTS OVER $25,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION #001IT820676/MDDGS31034120 INCORPRATED HEREIN BY REFERENCE.

0001	06830-10015A	EA	84,845.0000

DUMP TRUCK, 1 1/2 TON, PER THE ATTACHED SPECIFICATIONS COMPLETE WITH THE FOLLOWING:
DUMP TRUCK,CREW CAB 4X4 TRUCK CHASSIS W/3 CUBIC YARD DUMP

WSH

0002	06830-10015A	EA	58,649.0000

DUMP TRUCK, 1 1/2 TON, PER THE ATTACHED SPECIFICATIONS COMPLETE WITH THE FOLLOWING:
DUMP TRUCK CAB STAKE BODY WITH SNOW PLOW

FSH

END OF ITEM LIST

******** LAST PAGE ********

AUTHORIZED BY: Stacey [signature]
BUYER AUTHORIZED DESIGNEE

DATE: 9.14.17

FMIS-5 (4/96)

STATE OF MARYLAND
DEPARTMENT OF GENERAL SERVICES

IFB KEY INFORMATION SUMMARY SHEET

Invitation for Bids: Statewide Contract for Crew Cab 4x4 Truck Chassis w/Dumping Stake Body and Crew Cab 4 x 4 Truck Chassis with 3 Cubic Yard Dump

Solicitation Number:	001IT820676 /MDDGS31034120
IFB Issue Date:	July 24th, 2017
IFB Using Agency:	**Statewide Contract**
Procurement Officer:	Stacey Pollitt 301 W Preston Street, Room M-3 Baltimore, MD 21201 **Phone: 410-767-3002 Fax: 410-333-5509** **e-mail: stacey.pollitt1@maryland.gov**
Contract Monitor:	Tim Lawler/Wayne Suydam State Highway Administration/Department Natural Resources **Phone: 410-582-5575/410-409-8974** **e-mail: tlawler@sha.state.md.us**
Bids are to be sent to:	**Online at eMarylandMarketplace (https://emaryland.buyspeed.com/bso)**
Pre-Bid Conference:	**Thursday, August 10th, 2017 at 10:00 am** 301 W. Preston Street, Room 1309 Baltimore, Maryland 21201
Closing Date and Time:	Wednesday, August 23, 2017 at 2:00 PM **Local Time**
MBE Subcontracting Goal:	0 %
VSBE Subcontracting Goal:	0%

QUESTIONS & ANSWERS

All questions pertaining to this solicitation must be submitted on eMarylandMarketplace (eMM) under the Q & A tab by the close of business August 14th, 2017.

Larry Hogan
Governor

Boyd K. Rutherford
Lt. Governor

Ellington E. Churchill, Jr.
Secretary

MARYLAND DEPARTMENT OF GENERAL SERVICES

FACILITIES OPERATIONS & MAINTENANCE • FACILITIES PLANNING, DESIGN, CONSTRUCTION & ENERGY
PROCUREMENT & LOGISTICS • REAL ESTATE

INVITATION FOR BIDS

BID NUMBER: 001IT820676/MDDGS31034120

Issue Date: July 24th, 2017 REVISED August 14, 2017

Statewide Contract

For

Crew Cab 4x4 Truck Chassis w/Dumping Stake Body and Crew Cab 4 x 4 Truck Chassis with 3 Cubic Yard Dump

NOTICE

A Prospective Bidder that has received this document from the DGS website or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this IFB, should immediately contact the Procurement Officer and provide the Prospective Bidder's name and mailing address so that addenda to the IFB or other communications can be sent to the Prospective Bidder.

MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION

Line 1

SECTION C

SPECIFICATIONS

Statewide Contract for Crew Cab 4 x 4 Truck Chassis with 3 Cubic Yard Dump

Solicitation # 001IT820676 /MDDGS31031707

GENERAL

- The chassis will be a current production year with a minimum GVW of **19,500** lbs with all applicable standard features included.
- C.A. and wheelbase shall be useable and accommodate dump body and accessories specified within.
- Front suspension must be capable of accommodating snow plow package minimum 6,000# front axle with minimum 6,000# coil springs. Heavy duty gas shocks absorbers will be provided, along with a front stabilizer bar.
- Minimum 14, 000 lb. rear axle, with 14,000 lb. springs. The rear axle ratio will be capable of providing road speed of 70 MPH. Axle must be full floating with dual wheels. Rear suspension leaf springs shall be equal to rear axle capacity. Unit shall be equipped with auxiliary springs and shock absorbers as well.
- Engine – 6.8 Litre V-10 SFI **No Exceptions.**
- Electronic OD automatic transmission.
- Shall have a 12 volt electrical system; Minimum 130 amp alternator.
- Brakes shall be power assist hydraulic 4-wheel anti-lock disc brakes. Linings shall be **non-asbestos.**
- Crew Cab - All steel construction, 40/20/40 front seat, Vinyl bench seat in rear, to include head liner, dual visor, intermitting two speed electric wipers, Factory power windows, and locks, fold-away trailer tow mirrors, **with heating elements**, front and rear Class A directional signals, traffic hazard switch, electric horn, doors keyed alike, seat belts, factory installed A.M./F.M. radio with antenna, fresh air heater defroster, and factory Air Conditioning. Roof clearance lights, Factory Tinted Solar shatterproof glass, back-up warning device, and front and rear Vinyl floor mats. The instrumentation shall include voltmeter, trip odometer, oil pressure, coolant temp, fuel gauges, and auxiliary Power Point, and **engine hour meter.**
- Maximum fuel tank capacity available from OEM
- Front tires regular tread to meet manufacturer's G.V.W.R.; rear mud and snow tread - dual - to meet manufacturer's G.V.W.R. including a matching Spare, regular tread tire mounted on spare rim.

- Standard Warranty shall apply (5/60)

- Trucks shall include Four Wheel Drive line

- Electric Brake Controller 6-8 wheel type
- Heavy Duty Cooling and Towing Package

BODY AND HYDRAULICS

WARRANTY

Body and Hydraulics Warranty shall be for one year and include all parts and labor for replacing defective materials and workmanship.

BODY - 201 STAINLESS STEEL

The vendor shall install on the above chassis the following dump body. The dump body shall have a minimum water level capacity of $3yd^3$; inside measurement shall be approximately 8.5 feet in length by 84 inches in width, with side height of approximately 17 inches and the end height of approximately 23 inches (tailgate), steel to be a minimum of 10 gauge. Floor shall be one piece, seamless stainless steel minimum 7 gauge with full rear hinge shaft, fabricated hinges, and a body safety prop. The body shall be of crossmemberless design. Rear post must have oval LED type stop/tail lights. To include a two step fold away underbody ladder mounted on the curbside of the body for access to the dump bed. Hoist shall be a class 30 sub-frame type with a cylinder size of 5-1/2 inches minimum. Piston stroke shall be 25 inches minimum; piston rod diameter shall be 2 inches minimum. Dump angle shall be 48 degrees. **Note: No holes in body rear bolster.**

TAILGATE

The tailgate shall be cast or fabricated double acting flush-type Philadelphia-type hardware, with chains for lowering the tailgate and spreading. Chains shall be sleeved in a protective covering.

CAB SHIELD

Cab shield shall extend a minimum of 20" over the rear storage compartment and be approximately 78" wide. Unit shall have one, self-leveling Whelen R1LPPA LED Light Bar. The light bar shall be mounted in a self leveling frame that is bolted to the cab shield.

FELXIBLE FENDERS

Each unit shall be equipped with non metallic flexible fenders that cover rear wheels sufficiently to reduce road spray from tires making contact with truck body underside. Wheel coverage shall be sufficient enough at the rear of the tire to reduce rearward road spray through use of partial mud flap. The front of the fender shall have sufficient ground clearance to avoid damage by debris. The fender shall be frame mounted and remain stationary regardless of body position. Fender shall have sufficient clearance from tire to enable the mounting of snow chains. Fenders shall include anti-spray skirts mounted to outside wheel opening. Representative product example: Fleet Engineers, INC, Spraymate ™

HYDRAULICS

Any items not specifically stated herein, but necessary for proper system operation, shall comply with recommended hydraulic industry standards.
Pump shall be transmission driven and supply the minimum needed hydraulic pressure and flow to operate the spreader and spinner at manufacturer specified requirements. The pump shall be actuated via a dash mounted switch. Hydraulic oil tank shall be 15-gallon minimum with a return oil filter and a shutoff valve at the suction side of tank. Hydraulic tank shall be mounted as close to the frame as possible. There shall be valve sections for operation of the dump body, spreader, and spinner. The spreader control system shall be a Force SSC5100 EX. The dump body control shall be a dash mounted three position return to center momentary switch. The tank and hydraulic control valve assembly shall be Force America Model VT-15.

PINTLE HOOK

Pintle hook shall be a fixed style multi-hitch (BH 8) bolted to cross-member frame and shall include safety chain anchors. A six- (6) pole non-corrosive trailer light connector (Cole Hersee 1235) shall be installed with a wire harness to the electrical junction box. The connector socket shall be mounted near the pintle hook. All electrical connectors shall be waterproof.

COLOR & PAINT

Unit shall be Factory School Bus Yellow or equal with black chassis and wheels. All paint shall be "Lead Free". Body safety-prop shall be painted red.

SPREADER, PLOW, AND TOOLBOX

Unit shall be equipped with a corrosion resistant, stainless steel direct drive full width tail gate spreader with spinner. (No Exception) Hydraulic coupling manifold shall be installed to the right of the pintle hook facing downward underneath body in front of the tailgate. Unit shall have a 10 foot long, 32" high hydraulic reversible full trip snow plow with all controls and lighting. The pushframe, lift and turn hydraulics, and plow lights shall remain with the plow when disengaged from the truck. Installation and removal shall be able to be performed hydraulically by one person in less than two minutes. Plow movement shall be controlled by an electric over hydraulic system. The plow must be a Meyers® Road-Pro 32-10 or equivalent. Unit shall be equipped with a Knapheide Knap Pack Model KP82-E storage compartment mounted behind the cab. The cab shield of the body shall extend over the storage compartment. The storage compartment shall be painted the same color as the cab. NO EXCEPTIONS.

ARROWBOARD

Unit shall be equipped with a Trafcon MB-3, 15 light arrowboard including the following design features: LED lamps, wireless Smartflash controller, auto-tilt, and mounted to the cab shield of the body. NO EXCEPTIONS.

TRAINING

Successful bidder shall provide a half-day operational and mechanical training class for the new units. Training shall commence within 48 hours of delivery at a site designated by the ordering agency.

MISCELLANEOUS

Sealed wiring shall be used for all electrical connections involved in the installation of the body. Crimping type electrical connectors **are not acceptable**. All body and tail lights will be LED type. Stop/tail lights shall be mounted on the outside of the rear frame (LED type). All ancillary electrical switching needs shall be accomplished through the use of factory supplied body builder switches. (To include PTO and warning light)
Each unit shall be equipped with a semi-automatic tarp system, which shall be operated from the ground level. Tarp material shall be waterproof. (Example: Donavon SR 2000 spring loaded return).
Successful bidder shall provide with each unit one parts, service, operational manuals, and electric schematics pertaining to the cab, chassis, and all other add on equipment (dump body, plow, spreader, hydraulic system etc.). One set shall be delivered to the Agency Equipment Division. These specifications require doing everything necessary or proper for, or incidental to the furnishing of said unit. All items of design and equipment not listed in these specifications, but involved in carrying out their intent, are required to be furnished by the bidder, the same as if these items were specifically mentioned and described in these specifications.

CERTIFICATE OF ORGIN

The ordering agency also require a certificate of origin before processing of invoices, when completing the Certificate of Origin, Distributor-Dealer Assignment section that the purchaser's address be listed as follows:
State of Maryland
Agency
Agency Address
Agency City, State, Zip Code

Contact the agency complete title and certificate of origin information

All prices are to be quoted F.O.B. destination freight prepaid and allowed to any point within the State of Maryland. All shipping, handling and administrative charges are to be included in the bid pricing.

This contract does not obligate the State of Maryland to purchase any minimum or maximum quantity thru the contract period. Orders for actual requirements may be more or less than listed. Orders as required will be placed direct to the supplier by the using authority indicating delivery and billing instructions.

Line 2

SECTION C

SPECIFICATIONS

Statewide Contract for Crew Cab 4x4 Truck Chassis w/Dumping Stake Body

Solicitation # 001IT820676 /MDDGS31031707

GENERAL

- The chassis will be a current production year with a minimum GVW of **19,500** lbs with all applicable standard features included.
- C.A. and wheelbase shall be useable and accommodate dump body and accessories specified within.
- Front suspension must be capable of accommodating snow plow package minimum 6,000# front axle with minimum 6,000# coil springs. Heavy duty gas shocks absorbers will be provided, along with a front stabilizer bar.
- Minimum 14, 000 lb. rear axle, with 14,000 lb. springs. The rear axle ratio will be capable of providing road speed of 70 MPH. Axle must be full floating with dual wheels. Rear suspension leaf springs shall be equal to rear axle capacity. Unit shall be equipped with auxiliary springs and shock absorbers as well.
- Engine – 6.8 Litre V-10 SFI **No Exceptions.**
- Electronic OD automatic transmission.
- Shall have a 12 volt electrical system; Minimum 240 amp alternator.
- Brakes shall be power assist hydraulic 4-wheel anti-lock disc brakes. Linings shall be **non-asbestos.**
- Crew Cab - All steel construction, 40/20/40 front seat, Vinyl bench seat in rear, to include head liner, dual visor, intermitting two speed electric wipers, Factory power windows, and locks, fold-away trailer tow mirrors, **with heating elements**, front and rear Class A directional signals, traffic hazard switch, electric horn, doors keyed alike, seat belts, factory installed A.M./F.M. radio with antenna, fresh air heater / defroster, and factory Air Conditioning. Roof clearance lights, Factory Tinted Solar shatterproof glass, back-up warning device, and front and rear Vinyl floor mats. The instrumentation shall include voltmeter, trip odometer, oil pressure, coolant temp, fuel gauges, and auxiliary Power Point, and **engine hour meter.**
- Maximum fuel tank capacity available from OEM
- Front tires regular tread to meet manufacturer's G.V.W.R.; rear mud and snow tread - dual - to meet manufacturer's G.V.W.R. including a matching Spare, regular tread tire mounted on spare rim.
- Standard Warranty shall apply (5/60)
- Trucks shall include Four Wheel Drive line
- Electric Brake Controller 6-8 wheel type

- Heavy Duty Cooling and Towing Package
- Plow prep package

WARRANTY

Body and Hydraulics Warranty shall be for three years and include all parts and labor for replacing defective materials and workmanship.

PLATFORM BODY – STEEL DUMPING STAKE BODY

The platform body shall be of steel construction. The outer dimensions shall be 12 foot long by eight foot wide, nominal. The longsill beams shall be minimum 5". Crossmembers shall be minimum 11 gauge with 16" spacing and gusted to the longsills. The floor of the body shall be smooth, 10 gauge, 50,000 psi steel minimum . Side and end rails shall be minimum 12 gauge. The body shall have rub rails with integral formed pockets to accept included steel stake racks. The platform body shall be capable of dumping. The hoist shall be minimum NTEA Class C. A safety prop shall be included.

BULKHEAD

The bulkhead shall be designed to integrate with the steel stake racks. There shall be a pierced window in the center of the bulkhead. The bulkhead shall be equipped with a semi-automatic tarp system, which shall be operated from the ground level. Tarp material shall be waterproof. (Example: Donavon SR 2000 spring loaded return). Mounted in front of and above the tarp shall be Whelen R1LPPA LED Light Bar.

STEEL STAKE RACKS

The body shall be equipped with steel stake racks. The racks shall lock together securely. The rear side racks shall swing to each respective side to allow for dumping. The height of the racks shall be a minimum of 28".

FELXIBLE FENDERS

Each unit shall be equipped with non metallic flexible fenders that cover rear wheels sufficiently to reduce road spray from tires making contact with truck body underside. Wheel coverage shall be sufficient enough at the rear of the tire to reduce rearward road spray through use of partial mud flap. The front of the fender shall have sufficient ground clearance to avoid damage by debris. The fender shall be frame mounted and remain stationary regardless of body position. Fender shall have sufficient clearance from tire to enable the mounting of snow chains. Fenders shall include anti-spray skirts mounted to outside wheel opening. Representative product example: Fleet Engineers, INC, Spraymate ™

HYDRAULICS

Hydraulics for the body shall be transmission PTO driven. All components of the system shall be engineered to accommodate the hoist capacities and pressures required for operation. The hoist controller shall be electric and cab-mounted within easy reach of the driver. There shall be an indicator light that illuminates when the PTO is engaged.

PINTLE HOOK

Pintle hook shall be a fixed style multi-hitch (BH 82000) bolted to cross-member frame and shall include safety chain anchors. A seven-pole flat "RV Style" trailer plug shall be supplied. The connector socket shall be mounted near the pintle hook. All electrical connectors shall be waterproof.

COLOR & PAINT

Cab shall be Factory White, with Black body and wheels. All paint shall be "Lead Free". Body safety-prop shall be painted red. The body and all parts associated with it shall have a sacrificial primer coat to enhance corrosion resistance.

PLOW AND TOOLBOXES

Unit shall have a 8 foot long, 32" high hydraulic reversible full trip snow plow with all controls and lighting. The pushframe, lift and turn hydraulics, and plow lights shall remain with the plow when disengaged from the truck. Installation and removal shall be able to be performed hydraulically by one person in less than two minutes. Plow movement shall be controlled by an electric over hydraulic system. There shall be two 36" x 14" x 14" nominal steel locking toolboxes mounted underneath the body in front of the rear axle. The boxes shall come equipped with rotary latches, door chains, and automotive "bulb type" weather stripping.

MISCELLANEOUS

Sealed wiring shall be used for all electrical connections involved in the installation of the body. Crimping type electrical connectors **are not acceptable**. All body and tail lights will be LED type. Stop/tail lights shall be mounted on the outside of the rear frame (LED type). All ancillary electrical switching needs shall be accomplished through the use of factory supplied body builder switches. (To include PTO and warning light) Successful bidder shall provide with each unit one parts, service, operational manuals, and electric schematics pertaining to the cab, chassis, and all other add on equipment (dump body, plow, hydraulic system etc.). These specifications require doing everything necessary or proper for, or incidental to the furnishing of said unit. All items of design and equipment not listed in these specifications, but involved in carrying out their intent, are required to be furnished by the bidder, the same as if these items were specifically mentioned and described in these specifications.

CERTIFICATE OF ORGIN / INVOICE

A completed certificate of origin shall be delivered simultaneously with the truck invoice. The invoice shall have all proper elements required under state law. The invoice shall itemize the plow on a separate line. The invoice shall be dated the day of delivery to the respective agency.

All prices are to be quoted F.O.B. destination freight prepaid and allowed to any point within the State of Maryland. All shipping, handling and administrative charges are to be included in the bid pricing.

This contract does not obligate the State of Maryland to purchase any minimum or maximum quantity thru the contract period. Orders for actual requirements may be more or less than listed. Orders as required will be placed direct to the supplier by the using authority indicating delivery and billing instructions.

apple | FORD LINCOLN
Drive Us

Fleet/Government Sales

8800 Stanford Blvd. Columbia, MD 21045

October 4, 2019

Brian Townsend,
Assistant Public Works Director-Parks
Arborist #MA-5069A
City Of Greenbelt
Quote for 2020 Ford F-550 with custom dump body riding the MDBPO001B8400149.

Vehicle	2020 Ford F-550 Regular Cab	$37,863.80
90L	Power Equipment Group	
473	Snowplow Prep package	
99T	7.3L VB Gas Motor	
44G	10 Speed Auto Trans	
62R	Trans Power Take Off	
CD	Credit for body from contract	($20,785.20}
Body	*Custom Body from Moxleys*	*$46,270.00*
TRIM	Vinyl 40/20/40 Seats	
PAINT	Oxford White	
Delivery Days	150	N/C
	Net Price:	**$84,133.80**

Please contact me with any questions, changes, or to finalize your order. I look forward to hearing from you. You can reach me at 443-539-1223 or by e-mail at: Jskipper@AppleFord.com.

Thank you,
Justin Skipper

REPLACEMENT FUND

The Replacement Fund is for the purpose of setting funds aside annually so that at the time of scheduled replacement, adequate funds are available to replace a piece of equipment.

Prior to FY 2003, an amount equal to three (3) cents on the tax rate ($162,900 in FY 2002) was budgeted in the General Fund budget to be transferred here. Now a dollar amount based on need and available resources is budgeted. Funds not required to meet current obligations are invested. Interest earned is applied annually to various reserves, thereby reducing the amount of operating funds required to be contributed.

BUDGET COMMENTS

1) It is recommended that a 2006 sedan assigned to Public Works Administration be replaced with an electric sedan.
2) A dump truck ($84,500) and a 4X4 pick-up truck ($37,500) are proposed for replacement under Multi-Purpose Equipment.
3) A pickup truck is proposed to be replaced with a cargo van at a cost of $28,500 for use in facility maintenance work.
4) Under Recreation, a nineteen year old passenger van is recommended for replacement with a cargo van.
5) Under Parks, it is proposed to replace a 4X4 pick-up truck and a wood chipper.
6) It is estimated the Replacement Fund will begin Fiscal Year 2020 with a fund balance of $249,921 and end at $332,421. There are a number of costly vehicles and equipment items scheduled to be purchased in the next three years including dump trucks and communications equipment, so building a fund balance reserve is necessary.

Items to be Purchased

<u>Public Works Administration</u>	
Electric Sedan (100)	$38,000
<u>Multi-Purpose Equipment</u>	
Dump Truck (111)	$84,500
4X4 Pickup Truck (115)	$37,500
Cargo Van (151)	$28,500
<u>Recreation Administration</u>	
Cargo Van (308)	$24,000
<u>Parks</u>	
4X4 Pickup Truck (400)	$37,500
Wood Chipper	$50,000
Total Proposed Expenditures	**<u>$300,200</u>**

REPLACEMENT FUND Fund 105	FY 2017 Actual Trans.	FY 2018 Actual Trans.	FY 2019 Adopted Budget	FY 2019 Estimated Trans.	FY 2020 Proposed Budget	FY 2020 Adopted Budget
TOTAL FUND BALANCE AS OF JULY 1	$153,113	$196,523	$344,923	$372,921	$249,921	$249,921
REVENUES						
470000 Interest on Investments	$834	$3,354	$1,000	$1,500	$3,000	$3,000
480000 Ins./Auc. Proceeds	19,049	238,794	10,000	16,000	29,500	29,500
480000 Payments from Other Cities	0	0	0	0	0	0
490000 Interfund Transfer - General Fund	200,000	320,000	350,000	350,000	350,000	350,000
TOTAL REVENUE & FUND TRANSFERS	$219,882	$562,148	$361,000	$367,500	$382,500	$382,500
EXPENDITURES						
91 New Equipment						
220 Community Development	$0	$36,941	$30,000	$38,200	$0	$0
310 Police	0	0	32,000	40,000	0	0
410 Public Works Admin.	0	0	37,000	36,900	38,000	38,000
420 Multi-Purpose Equipment	34,989	49,897	97,000	99,500	150,500	150,500
445 Street Cleaning	0	252,290	0	0	0	0
450 Waste Collection	35,474	0	187,000	176,600	0	0
610 Recreation	0	0	0	0	24,000	24,000
650 Aquatic & Fitness Center	0	0	20,200	20,800	0	0
660 Community Center	0	5,162	0	0	0	0
700 Parks	106,009	41,460	20,000	13,500	87,500	87,500
920 Greenbelt Connection	0	0	67,000	65,000	0	0
TOTAL EXPENDITURES	$176,472	$385,750	$490,200	$490,500	$300,000	$300,000
BALANCE AS OF JUNE 30	**$196,523**	**$372,921**	**$215,723**	**$249,921**	**$332,421**	**$332,421**

City Council Agenda Item Report

Meeting Date: November 25, 2019
Submitted by: David Moran
Submitting Department:
Item Type: OTHER BUSINESS
Agenda Section:

Subject:
Letter of Support - County Library System Archivist

Suggested Action:

Reference:
Email, Judith Davis, 10/9/19
Draft Letter, Mayor Byrd, 11/25/19

Included in Council's packet is email correspondence from Molly Lester regarding the County Library System's efforts to digitize their Special Collections like the Tugwell Collection. There has been County Library administration discussion about hiring an archivist. Council Member Davis requested that this matter be added to this evening's agenda.

Included in Council's packet is a draft letter. Council direction is sought.

Attachments:
Email, Molly Lester - 10.08.19.pdf

PGCMLS Letter on Archivist.doc

David Moran

From: Nicole Ard
Sent: Wednesday, October 9, 2019 3:51 PM
To: Judith Davis
Cc: [redacted] Council; David Moran; director@greenbeltmuseum.org; jen.ruffner@greenbeltmuseum.org; Bonita Anderson; Shaniya Lashley-Mullen
Subject: Re: Tugwell Collection/Greenbelt Library Update

Molly,
Thank you.

I will ask Bonita to add this to the meeting noted below.

Thank you,
Nicole

Sent from my iPhone

On Oct 9, 2019, at 2:57 PM, Judith Davis <jdavis@greenbeltmd.gov> wrote:

> Molly, thank you very much for taking your time to get all this information! I agree letters of support should be sent.
>
> Nicole, please place this on the agenda for the Council meeting on November 25. The agenda for next Tuesday is already very long and I believe the meeting on Nov. 11 is for Organization of the new Council only.
>
> J
>
> Sent from my iPad
>
> On Oct 9, 2019, at 1:57 PM, "[redacted]" <[redacted]> wrote:
>
>> Dear City Council, City Mgr and Assistant Mgr (cc: Director Greenbelt Museum and President Friends of Greenbelt Museum)
>>
>> I wanted to provide an update on the Tugwell Room. I spoke with Mr. Luis Labra, Area Manager for the Greenbelt Branch this morning regarding the Prince George's County Memorial Library System's (PGCMLS) current plans for the collection and learned the following:
>>
>> Digitizing Records
>>
>> PGCMLS has met twice with Digital Maryland to discuss digitization of the collection. Steps toward that goal are as follows:

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- PGCMLS development of a special collections policy as recommended by Digital Maryland
- Hiring of archivist to review the various special collections (including, in addition to the Tugwell Rm, the Sojourner Truth Room - Oxon Hill, and Maryland Room)
- Search for local funding sources to digitize the collection

- Michael Gannon, COO for Support Services and Michelle Hamiel, COO for Public Services are the PGCMLS personnel working on the policy. (these two met with Greenbelt City Council during a Sep. 2017 work session)
- After the policy has been completed, it would need to go to the Board of Trustees (which meets every other month) for approval. The Trustees would have 2 months to review.
- Hiring of the archivist would not be before July 2020 (when new budget year starts)
-Mr. Labra suggested there are some concerns regarding mission creep in the Tugwell collection (he assured me any removal of materials from the collections would involve contacting the City of Greenbelt first per the Memo of Understanding)

<u>Tugwell Collection during renovations</u>

- There is a machine which will lift the existing collection off the floor so that the new carpet may be laid
- There are no plans to move the collection during the renovations.

<u>50th Anniversary</u>

- I mentioned there may be the opportunity to celebrate the 50th Anniversary of the opening of the current Greenbelt Library Building (April 2020) and the role of the community in obtaining funds for its construction.

<u>Next Steps</u>

Luis Labra said if I wanted more information regarding the status of the special collections policy I should reach out to Mr. Gannon and Ms. Hamiel directly. I think this would be valuable but am open to suggestions whether this request for status should more appropriately come from someone else.

I think the City of Greenbelt, Greenbelt Museum and GHI should consider sending letters of support to the County Council, for the hiring of an archivist, during the PGCMLS budget process next spring.

Regards,

Molly Lester
Greenbelt Resident

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November 25, 2019

Ms. Roberta Phillips, CEO
Prince George's County Memorial Library System
9601 Capital Lane
Largo, MD 20774

Dear Ms. Phillips:

It is the City's understanding that the Prince George's County Memorial Library System (PGCMLS) is considering hiring an archivist to manage the System's Special Collections including the Tugwell Collection. Such action could be part of your efforts to digitize these collections.

The City applauds this initiative and strongly supports it! the Tugwell Collection and PGCMLS's other Special Collections would greatly benefit from such a focused effort.

We understand such an effort is subject to budget constraints. The City stands ready to advocate for such an important initiative. Please let us know how we can help.

Sincerely,

Colin A. Byrd
Mayor

cc: City Council
The Honorable Todd Turner
Michael Gannon, PGCMLS COO
Michelle Hamiel, PGCMLS COO

City Council Agenda Item Report

Meeting Date: November 25, 2019
Submitted by: David Moran
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section:

Subject:
2020 Legislative Program

Suggested Action:

Reference:
Proposed 2020 Legislative Program
2019 Legislative Program

Each year in December, the Council holds a Legislative Dinner with the City's State and County representatives to present and outline the City's top legislative priorities. This dinner meeting will be held on Wednesday, December 18, 2019 at the Greenbelt Crowne Plaza.

Included in Council's packet is a proposed Legislative Program for 2020. Staff is recommending a short list of priorities under two categories to focus the attention and efforts of our legislators.

Five "Top" priorities are proposed. These are:

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

There are four "Other Priorities":

- Increase M-NCPPC Funding for City Recreation Programs
- Replace Sidewalks on State Roads
- Ban on Plastic Straws
- Greenbelt Metro Station Improvements

Staff strongly suggests that the City's 2020 priorities be limited to a small number because it is better to present a concise, manageable package of initiatives to our State and County representatives. Based on Council's action on this item, staff will develop a booklet describing each item in detail and providing appropriate background materials. Staff will also email the summary to State and County legislators in advance of the dinner.

Council direction is sought.

Attachments:
Proposed Fall Program Summary.pdf

2019 Legislative Program Summary.pdf

CITY OF GREENBELT 2020 PROPOSED LEGISLATIVE PROGRAM SUMMARY

LEGISLATIVE PRIORITIES

Top Priorities:

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

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

- **OPPOSE BELTWAY WIDENING**

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

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

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

- **GREENBELT ROAD STREETSCAPE IMPROVEMENTS**

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

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

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

Other Items of Concern:

■ **INCREASE M-NCPPC FUNDING FOR CITY RECREATION PROGRAMS**

The City receives $234,000 annually from M-NCPPC to help support City Recreation programs. This funding level has not increased since FY 2013. City taxpayers pay approximately $1.7 Million in M-NCPPC Recreation Fund taxes.

■ **REPLACE SIDEWALKS ON STATE ROADS**

Include funds in the State Budget for SHA to replace and maintain sidewalks along State roads.

■ **BAN ON PLASTIC STRAWS**

Prohibit plastic straws due to their negative impact on the environment.

■ **GREENBELT METRO STATION IMPROVEMENTS**

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

CITY OF GREENBELT 2019 LEGISLATIVE PROGRAM SUMMARY

LEGISLATIVE PRIORITIES

Top Priorities:

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

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- **GREENBELT METRO STATION IMPROVEMENTS**

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

Other Items of Concern:

- **INCREASE M-NCPPC FUNDING FOR CITY RECREATION PROGRAMS**

  The City receives $234,000 annually from M-NCPPC to help support City Recreation programs. This funding level has not increased since FY 2013. City taxpayers pay approximately $1.7 Million in M-NCPPC Recreation Fund taxes.

- **CHILDREN LIVING IN GREENBELT STATION SHOULD ATTEND GREENBELT SCHOOLS**

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

- **REPLACE SIDEWALKS ON STATE ROADS**

  Include funds in the State Budget for SHA to replace and maintain sidewalks along State roads.

- **BAN ON PLASTIC STRAWS**

  Prohibit plastic straws due to their negative impact on the environment.

City Council Agenda Item Report

Meeting Date: November 25, 2019
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section:

Subject:
National League of Cities Service Line Warranty Program

Suggested Action:

Mayor Byrd requested that this item be included on the agenda this evening. Attached is a letter from the Maryland Municipal League describing the program.

Attachments:
Maryland League Letter - Sept 2019.docx

Dear (city contact)

The Maryland Municipal League is pleased to partner with the National League of Cities (NLC) Service Line Warranty Program, administered by Utility Service Partners (USP). Offered at no cost to League members, the NLC Service Line Warranty Program educates homeowners about their service line responsibilities and offers affordable protection from unanticipated service line repair costs. Homeowners in participating cities and towns are eligible to purchase low-cost repair service plans for broken or leaking outside water and sewer lines, covering up to $8,500 per occurrence.

Benefits to residents and municipalities include:

- Education of homeowners which reduces local officials' frustration
- No cost for Maryland cities and towns to participate
- Affordable rates for residents
- Increased citizen satisfaction

Important features of the program:

1. USP pays for covered repairs, not your residents
2. Customers are provided with a 24/7/365 repair hotline staffed with live agents
3. All repairs performed are to local code by rigorously vetted, licensed and insured local contractors
4. USP is responsible for all aspects of the program, including marketing, billing, customer service, and performing all repairs

17 Maryland municipalities currently offer the program, which has saved Maryland homeowners over $17 million in repair costs over the past three years. The League has chosen to partner with USP, a HomeServe company, because of its outstanding national reputation. USP is a BBB Accredited Business with an A+ rating, and they maintain a customer satisfaction rating of 4.8 out of 5 stars. This is the only protection program endorsed by the National League of Cities and multiple state leagues.

We encourage you to consider joining over 600 U.S. cities in adopting the NLC Service Line Warranty Program for your municipality.

For more information, please contact Ashley Shiwarski of USP. She can be reached at 724-749-1097 or ashiwarski@utilitysp.net. Their website is www.utilitysp.net.

Sincerely,

Scott A. Hancock
Executive Director
Maryland Municipal League

City Council Agenda Item Report

Meeting Date: November 25, 2019
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section:

Subject:
City Participation in an Opioid Lawsuit

Suggested Action:

Mayor Byrd requested that this item be included on the agenda this evening. The motion would be to engage Jeffrey Reeves and the law firm of Theodora Oringher PC to represent the City of Greenbelt in opioid-related litigation. Mayor Byrd reports that nearby municipalities that are already engaged in this litigation, Laurel, Upper Marlboro, Cottage City, Forest Heights, and North Brentwood.

According to Mayor Byrd, the City's proceeds of the Greenbelt-related damages would be 80/20. The City would incur no costs at all if we lose the lawsuit. The City would only incur contingent costs if participants won. Those costs would be to cover expenses, including the cost of the expert witness that would calculate proposed damages based on the effect of the opioid crisis on Greenbelt. The costs, in total, would be less than 50% of the damages participants win.

Attachments:
Retainer Agreement - Greenbelt MD.pdf

ENGAGEMENT TO REPRESENT

RE: GREENBELT, MARYLAND in civil suit against those legally responsible for the wrongful manufacture and distribution of prescription opiates and damages caused thereby (the "Litigation").

1. SCOPE OF EMPLOYMENT: **GREENBELT, MARYLAND** (hereinafter "CLIENT"), by and through its Town Council, hereby retains the law FIRMS of SHAPIRO SHER GUINOT & SANDLER, P.A., pursuant to the Maryland Rules of Professional Conduct, and THEODORA ORINGHER PC, AND ANDREWS & THORNTON, pursuant to the California Rules of Professional Conduct (the "Firms"), on a contingent fee basis, to pursue ***all*** civil remedies against the manufacturers of prescription opiates and those in the chain of distribution of prescription opiates responsible for the opioid epidemic that is plaguing CLIENT, including but not limited to filing a claim for public nuisance to abate, enjoin, recover and prevent the damages caused thereby. The FIRMS may decide to associate with other co-counsel in the case besides those named in this paragraph. Co-counsel will be bound by the same obligations and covenants as the FIRMS. Any questions or inquiries about the case should be addressed to Jeff Reeves, of THEODORA ORINGHER PC. CLIENT consents to the participation of the following FIRMS if no conflicts exist, including but not limited to conflicts pursuant to applicable rules of professional conduct:

SHAPIRO SHER GUINOT & SANDLER, P.A.
250 West Pratt Street, Suite 2000
Baltimore, MD 21201

THEODORA ORINGHER PC
535 Anton Blvd, Ninth Floor
Costa Mesa, CA 92626

ANDREWS & THORNTON
4701 Von Karman Avenue, Suite 300
Newport Beach, CA 92660

2. ATTORNEY FEES: In consideration for the services the FIRMS are agreeing to provide, CLIENT agrees to pay twenty percent (20%) of the total recovery (gross) in favor of CLIENT as an attorney fee (the "Fee") whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of any costs and expenses. CLIENT grants the FIRMS an interest in a fee based on the gross recovery. If a court awards attorney fees, the FIRMS shall receive the greater of the gross recovery-based contingent Fee or the attorney fees awarded. **There is no fee if there is no recovery.** For the avoidance of doubt, the Fee is calculated from the gross award or settlement in CLIENT'S favor. After the 20% Fee is deducted, costs and expenses are then deducted from CLIENT'S remaining 80% share.

   CLIENT acknowledges this Fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, the skill required to perform the legal 72 services, the likelihood this employment may preclude other employment by the FIRMS, the fee customarily charged for similar legal services, the anticipated (contingent) litigation expenses, the experience, reputation, and ability of the lawyer or lawyers performing the services, and the fact that the Fee is contingent upon a successful recovery.

The Litigation is intended to address a significant problem in the community. The Litigation focuses on the manufacturers and wholesale distributors and their roles in placing millions of prescription opiates into the marketplace, which has resulted in opioid addiction, abuse, morbidity and mortality on an unprecedented scale. There is no easy solution and no precedent for such an action against these industries. Many of the facts of the case are locked behind closed doors. The billion-dollar drug manufacturing and distribution industries deny liability. The litigation may be very expensive, and the litigation expenses will be advanced by the FIRMS with reimbursement contingent upon a successful recovery. The FIRMS are therefore taking significant financial risks; the outcome of the Litigation is uncertain, as it is in all civil litigation, with compensation contingent upon a successful recovery.

<u>Negotiability of Fees</u>: The rates set forth above are not set by law but are negotiable, and have been negotiated, between the FIRMS and CLIENT.

3. <u>REPRESENTATION OF OTHER ENTITIES</u>: CLIENT acknowledges that the FIRMS represent other governmental entities against the same defendants. It is possible that such other representation may create a conflict with CLIENT's interests, including with respect the availability of funds to settle a claim or pay a judgment. CLIENT agrees that the FIRMS continue to represent, or may undertake in the future to represent, existing or new clients against the same defendants even if the interests of such clients in those other matters are directly adverse to CLIENT's interests, including in litigation. The FIRMS agree, however, that the above consent shall not apply in any instance where, as a result of the FIRMS' representation of CLIENT, the FIRMS have obtained proprietary or other confidential information of a nonpublic nature, that if known to such other client, could be used in any such other matter by such client to CLIENT's material disadvantage.

4. <u>COSTS AND OTHER EXPENSES</u>: The FIRMS and/or the other law firms in association with the FIRMS shall advance all litigation expenses necessary to prosecute these claims. Litigation expenses include but are not limited to expenses or charges for court costs, filing fees, depositions, and expert witnesses. CLIENT agrees that the term "expenses" includes but is not limited to retaining and compensating experts, copying and review of voluminous documents, postage, research, computerized document management, conference calls, jury consultants, travel, and costs relating to the depositions of defendants' representatives, witnesses, and agents. If a matter requires experience or expertise uncommon to the FIRMS, outside counsel may be retained. The FIRMS will be reimbursed the FIRMS' reasonable costs associated with the outside assistance. **There is no reimbursement of litigation expenses if there is no recovery. <u>In no event will CLIENT be obligated to pay costs and expenses advanced in excess of, or from any source other than, CLIENT's share of any recovery. Costs and expenses advanced will be payable only out of the CLIENT's share of any recovery and will not affect the</u>**

contingency rate or fees due to the FIRMS. As this is complex litigation, the FIRMS reserve the right to add any additional counsel, law firms, consultants and experts; however, this will in no way increase the Fee as per the terms of this contract.

Additionally, as previously disclosed, the FIRMS are representing various other municipalities and governments throughout Maryland, and the country, regarding the same or similar claims as the claims FIRMS are asserting on behalf of CLIENT. In doing so, certain costs will be incurred that will benefit all clients, generally. In those circumstances, the FIRMS will use their best efforts to share costs amongst all clients equally, and will seek CLIENT's pre-approval, which will not be unreasonably withheld, of the allocation apportioned to CLIENT before the FIRMS bill allocated costs.

5. FEE SHARING WITH CO-COUNSEL: The division of fees, expenses and labor amongst the FIRMS will be decided by private agreement between the FIRMS and subject to approval by CLIENT. Any division of fees will be governed by the Maryland Rules of Professional Conduct, including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with CLIENT; (2) CLIENT has given *written* consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is required by law, the *written* closing statement in a case involving a contingent fee shall be signed by CLIENT and each lawyer and shall comply with the terms of the Maryland Rules of Professional Conduct; and (4) the total fee is *not clearly excessive*.

6. CHARGING LIEN: CLIENT acknowledges that this contingency fee agreement entitles the FIRMS to a lien against CLIENT'S recovery for reasonable fees, costs, and expenses, governed by Rule 2-652 of the Maryland Rules and Maryland common law. This lien remains in place even in the event FIRMS are discharged by the CLIENT. No such lien will be asserted unless CLIENT receives a recovery from the Litigation via settlement, judgment or otherwise.

7. ABSOLUTE AND INDEPENDENT AUTHORITY OF CLIENT: CLIENT has appointed its preferred government attorney(s) to supervise the Litigation, and understands that at all times such attorney(s) shall retain absolute, independent and final authority to decide the direction and disposition of the Litigation and personally oversee and maintain ultimate control of the Litigation, including trial or settlement, such that CLIENT'S government attorneys will retain authority to control all critical decision making in the Litigation. Any defendant that is the subject of the Litigation may contact CLIENT'S lead government attorneys directly, without having to confer with the FIRMS. CLIENT'S lead government attorneys further retain a veto power over any decision made by the FIRMS. For the avoidance of doubt, this Section 7 shall be interpreted to both effect the retention of control by CLIENT'S lead government attorneys with respect to the Litigation, as well as safeguard against abuse of the judicial system.

8. COMMUNICATIONS WITH CLIENT: Upon conclusion of the Litigation, the FIRMS shall

provide CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to CLIENT and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as required in Rule 2-200(A)(1) and (A)(2) of the California Rules of Professional Conduct and in Rule 1.5 of the Maryland Rules of Professional Conduct (Rule 19-301.5). The closing statement shall be signed by CLIENT and each attorney among whom the fee is being divided.

9. CLIENT'S DUTIES: CLIENT agrees to be truthful and cooperative with the FIRMS, to keep the FIRMS informed of any information or developments that may come to CLIENT' attention that are relevant to the scope of the Litigation, to provide reasonable access to information the FIRMS may need in order to effectively prosecute the Litigation, including responding to all appropriate discovery requests, and to attend meetings when reasonably requested by the FIRMS.

10. OTHER TERMS AND CONDITIONS

a. Who is Our Client? It is the FIRMS' policy to represent only the person or entity identified in this engagement letter. Unless specifically stated herein, the FIRMS' representation of CLIENT does not extend to any of CLIENT's affiliates, employees, officers, agencies, departments, or other governmental bodies under CLIENT's supervision or control, or any entities in which CLIENT owns an interest or has supervisory authority. If CLIENT is a partnership, the FIRMS' representation does not extend to the individual partners of the partnership. If CLIENT is a trade association, the FIRMS' representation excludes members of the trade association. If CLIENT is an individual, the FIRMS' representation does not include CLIENT's spouse, siblings, or other family members. In addition, the advice and communications which the FIRMS render on CLIENT's behalf are not intended to be disseminated to or relied upon by anyone else without the FIRMS' written consent.

b. Conflicts.

(i) The FIRMS represent many other companies and individuals. It is possible that during the time that the FIRMS are representing CLIENT, some of the FIRMS' present or future clients will have disputes or transactions with CLIENT. CLIENT agrees that the FIRMS' may continue to represent, or may undertake in the future to represent, existing or new CLIENTs in any matter that is not substantially related to the FIRMS' work for CLIENT even if the interests of such clients in those other matters are directly adverse to CLIENT's interests, including in litigation. CLIENT consents to and agrees to waive any and all conflicts of interest that arise out of the FIRMS' representation of such other present or future clients and that CLIENT will not seek to disqualify any of the FIRMS from representing any other client on any matter adverse to CLIENT (except for matters substantially related to the FIRMS' work for CLIENT), including but not limited to personal injury tort claims against CLIENT and procurement or construction related matters. The FIRMS agree, however, that the above consent shall not apply in any instance where, as a result of the FIRMS' representation of CLIENT, the FIRMS have obtained proprietary or other confidential information of a nonpublic nature, that if known to such other CLIENT, could be used in any such other matter by such CLIENT to CLIENT's material disadvantage. In similar engagement letters with many of the FIRMS' other clients, the FIRMS have asked for similar agreements to preserve the FIRMS' ability to represent CLIENT.

(ii) In addition, CLIENT agrees that the FIRMS may disclose the fact of the FIRMS' representation of CLIENT, without disclosing the nature of such representation, to other current or future clients that may be adverse to CLIENT for the purpose of obtaining such other clients' consent to any conflict of interest that may be presented by the FIRMS' representation of CLIENT and such other client. The FIRMS will not disclose to the other client any confidential information pertaining to the FIRMS' representation of CLIENT.

c. Estimates. Any estimates of anticipated fees that the FIRMS provide, for budgeting purposes or otherwise, are, due to the uncertainties involved, necessarily only an approximation of potential fees. Such estimates are not a maximum or minimum fee quotation.

d. Opinions. During the course of the FIRMS' representation of CLIENT, the FIRMS may express opinions or beliefs concerning the Litigation or various courses of action and the results that might be anticipated. Any such statement is intended to be an expression of opinion only, and should not be construed by CLIENT as a promise or guarantee.

e. Client Responsibilities. Recognizing that the FIRMS cannot effectively represent CLIENT without CLIENT's cooperation and assistance, CLIENT agrees to cooperate with the FIRMS and to provide promptly all information known or available to CLIENT that is relevant to the subject matter of the FIRMS' representation or otherwise requested by the FIRMS, including any changes in the name, address, telephone number, contact person, e-mail address, state of domicile or other relevant changes regarding CLIENT or CLIENT's business. Failure to provide requested information could reduce the effectiveness of the FIRMS' representation of CLIENT. It is essential that the FIRMS be able to reach CLIENT when needed. If CLIENT affiliates with, acquires, or is acquired by or merges with another company, CLIENT agrees to provide the FIRMS with sufficient notice to permit the FIRMS to determine whether such affiliation, acquisition or merger creates a conflict of interest between any of the FIRMS' clients and the other party to such affiliation, acquisition or merger.

f. Representation of Lawyers. The FIRMS sometimes represent lawyers and law FIRMS, and the FIRMS are sometimes represented by other lawyers and law firms in matters unrelated to the FIRMS' representation of CLIENT. Because the FIRMS do not believe these representations will materially limit our responsibilities to CLIENT or will otherwise adversely affect our representation of CLIENT, the FIRMS do not believe these representations present conflicts of interest, including where any such firm also represents a CLIENT whose interests are opposed to CLIENT's in either a litigation or transactional setting. If, however, CLIENT has any concerns about whether such a relationship exists between the FIRMS' and the law firm that represents a client whose interests are adverse to CLIENT's in connection with this representation, please ask the FIRMS whether there is any such relationship and the FIRMS will attempt to address CLIENT's concerns. Otherwise, CLIENT agrees that the FIRMS may represent or be represented by lawyers or law FIRMS that also represent clients whose interests are adverse to CLIENT.

g. Termination. Either the FIRMS or CLIENT (or both) may terminate the engagement at any time for any reason by written notice, subject on the FIRMS' part to applicable rules of professional conduct and the FIRMS' obligation to give CLIENT reasonable notice to arrange for alternative representation. The engagement shall also terminate on the completion of the FIRMS' services hereunder. The FIRMS' relationship will also be considered terminated if no matters are pending and there have been no communications between the FIRMS or CLIENT for three (3) months or more, unless otherwise agreed to in writing. In the event of termination prior to CLIENT receiving a recovery, CLIENT shall remain obligated to pay the FIRMS' fees and costs incurred prior to such termination only if CLIENT terminates the engagement without good cause.

h. Post-Engagement Matters. Unless the FIRMS' engagement is by its nature a continuing one (as when the FIRMS are initially engaged to handle one of a series of separate matters that will be referred to the FIRMS in connection with an ongoing project) or unless the engagement letter specifically reflects that the FIRMS' engagement is intended to continue beyond the current matter, the FIRMS' engagement will cease upon completion of the matter for which CLIENT has engaged the FIRMS. Upon conclusion of the tasks the FIRMS have been asked to perform in connection with this engagement, the FIRMS will have no duty to inform CLIENT of future developments or changes in the law affecting any of CLIENT's interests including CLIENT's interests in the matter subject to this engagement. To the extent that the FIRMS voluntarily provide CLIENT with newsletters, documents or information concerning such matters following the conclusion of this engagement, such provision shall be considered a matter of courtesy only and shall not be considered the fulfillment or basis of any duty or the re-establishment of any attorney-client relationship.

i. Retention and Destruction of Documents. Following the conclusion of this engagement, any otherwise nonpublic information CLIENT has supplied to the FIRMS which is retained by the FIRMS will be kept confidential in accordance with applicable rules of professional conduct. At CLIENT's request, CLIENT papers and property will be returned to CLIENT. The FIRMS' own files pertaining to the matter, which include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work reports, prepared by or for the internal use of lawyers, will be retained by the FIRMS. If CLIENT does not request the return of CLIENT's records, CLIENT's records will be destroyed following the period of time specified by the FIRMS' document retention/destruction policy. This period may vary depending on the nature of the engagement involved. In any event, all files may be destroyed seven years following the conclusion of the engagement.

j. <u>Fee Arbitration</u>. In the unlikely event of any dispute regarding the amount or payment of fees, the FIRMS have the right to terminate their legal representation in this matter, subject to the FIRMS' obligation to give CLIENT reasonable notice to arrange for alternative representation. The FIRMS mutually agree that any such fee dispute shall be submitted to mandatory binding arbitration. While arbitration is a faster, less costly and less publicized avenue for resolving disputes, CLIENT should know that in agreeing to arbitration, CLIENT is waiving CLIENT's right to a trial by jury. Because of this, CLIENT is encouraged to seek the advice of independent counsel before agreeing to these terms. Such arbitration shall be conducted in accordance with procedures established by the State Bar of Maryland before an arbitrator or arbitrators selected in accordance with those procedures, who shall hear and resolve the dispute in GREENBELT, Maryland. The decision of the arbitrator(s) shall be final and binding on the parties. Judgment on any arbitration award may be entered in accordance with the provisions of the Maryland Uniform Arbitration Act, and of the Maryland Rules of Civil Procedure. The prevailing party in any such arbitration shall be entitled to an allowance of reasonable attorneys' fees and other costs incurred as a result of the action or proceeding.

k. <u>Mediation</u>. As to any claim or dispute arising out of or connected with the FIRMS' services, other than a fee dispute covered by the preceding paragraph, the FIRMS mutually agree to attempt in good faith to settle the dispute by non-binding mediation before commencing any legal action or other dispute resolution procedure.

l. <u>Confidentiality</u>. The FIRMS will maintain all information regarding CLIENT's representation confidential in accordance with the Maryland and California Rules of Professional Conduct. From time to time the FIRMS may have discussions with other lawyers and/or law firms, for the purpose of considering their employment by—and a potential combination with—the FIRMS. During the course of those discussions it may be necessary to disclose CLIENT's identity as a client or fee and billing information relating to the FIRMS' representation of CLIENT. Such disclosure shall be subject to a confidentiality agreement between the FIRMS and such other lawyers or law firms, and CLIENT agrees that the FIRMS may disclose such limited information for these purposes.

m. <u>Multi-Party Representation</u>.

(i) Under the Rules of Professional Conduct, the FIRMS are permitted to represent multiple clients in a matter as long as the FIRMS can adequately represent the interests of each client and each client knowingly consents to the joint representation. If this matter involves the FIRMS' representation of multiple clients (the "MULTIPLE CLIENTS"), either at the commencement or during the course of the representation, the FIRMS believe, based on the information available to the FIRMS at the time of undertaking the joint representation, that there are no conflicts of interest among or between CLIENT and the MULTIPLE CLIENTS (each a "PARTY" and, collectively, the "PARTIES") that would prevent the FIRMS from undertaking the PARTIES' joint representation. Accordingly, the FIRMS will share all material information relating to the representation with the PARTIES; although the FIRMS' communications with one or more of the PARTIES are protected by the client-attorney privilege vis-à-vis all third parties, information shared with the FIRMS by one or more of the PARTIES is not protected by such privilege among the PARTIES. While the interests of the PARTIES may be similar in many respects, they may not be identical and a conflict may develop at some later date. If at any time CLIENT become aware of any conflict or potential conflict between CLIENT's interests and those of any other PARTY, CLIENT shall communicate with the FIRMS immediately so that the FIRMS can determine whether the FIRMS can continue representation of both CLIENT and such PARTY. To the extent such conflicts do develop and CLIENT disagrees with one or more of PARTIES on any issue, the FIRMS will ask CLIENT to resolve CLIENT's differences with such PARTY, without the FIRMS' assistance. If CLIENT cannot resolve such differences as described in the immediately preceding sentence, the FIRMS will not be able to represent CLIENT as to that issue. If the differences are serious enough, the FIRMS may be required by applicable ethics rules to withdraw from the matter completely.

(ii) While the FIRMS' bills may only be sent to one PARTY of the multi-party representation, all PARTIES to the representation are jointly and severally responsible for payment of the FIRMS' fees and costs, unless otherwise agreed to in writing.

(iii) If fewer than all PARTIES have agreed to pay the FIRMS' fees and costs for the benefit of all, those MULTIPLE CLIENTS who will not be responsible for payment of the FIRMS' fees and costs have consented to the FIRMS' joint representation of all PARTIES notwithstanding that the FIRMS' fees and costs will be paid by one or more of the other PARTIES.

11. REVIEW AND UNDERSTANDING OF THIS AGREEMENT: CLIENT acknowledges review and understanding of this Agreement, having read its contents in its entirety, and CLIENT understands and agrees with all of its provisions. CLIENT acknowledges that the FIRMS and their employees or agents have made no promise or guarantee regarding the successful determination of CLIENT's claim or causes of action or regarding the amount of recovery or the type of relief, if any, which CLIENT may obtain as a result of the Litigation. The FIRMS, their attorneys and this Agreement make no such promises or guarantees. The FIRMS' comments about the outcome of the Litigation are expressions of opinion only, and the attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

SIGNED, this ______ day of ____________________, 2019.

______________________________, **MARYLAND**

By ______________________________

Accepted:

SHAPIRO SHER GUINOT & SANDLER, P.A.
250 WEST PRATT STREET, SUITE 2000
BALTIMORE, MD 21201

THEODORA ORINGHER P.C.
535 Anton Blvd, Ninth Floor
Costa Mesa, CA 92626

ANDREWS & THORNTON
4701 Von Karman Avenue, Suite 300
Newport Beach, CA 92660

By ______________________________ August 6, 2019
Jeff Reeves Date
Theodora Oringher PC

City Council Agenda Item Report

Meeting Date: November 25, 2019
Submitted by: David Moran
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section:

Subject:
Federal Legislation — Surprise Medical Billing

Suggested Action:

Mayor Byrd requested this item be added to this evening's agenda. The suggested motion would be to send a letter to the City's congressional delegation — Senator Cardin, Senator Van Hollen, and Representative Hoyer — requesting support for Federal legislation that would include Independent Dispute Resolution (IDR) to help address surprise medical billing.

Attachments:
PFC_IDR One Pager.pdf

INDEPENDENT DISPUTE RESOLUTION:

The Policy Solution to Protect Patients from Unexpected Medical Bills

PFC
PHYSICIANS FOR FAIR COVERAGE
PHYSICIANS PARTNERING WITH PATIENTS

What is a Surprise Medical Bill?

Each year, millions of Americans seek emergency care at a hospital, and they do their best to ensure that they seek care at an **in-network hospital** covered by their health insurance plan. However, even though patients receive care at an in-network hospital, they could be treated by an **out-of-network physician**, which may result in what is commonly referred to as a surprise or **balance medical bill.**

The Problem

Most providers work hard to be in-network with insurance companies, since this is best for the patient, supports the practice's volume, provides faster payment, and ensures payment for services. These are important to hospital-based physicians, who treat all patients regardless of their insurance coverage or ability to pay for their care. While the vast majority of hospital-based physicians are in-network with the health plans in their market, not all physicians are in all networks.

The Solution

No patient should ever receive a balance medical bill – period. Any solution to balance billing must:

- Hold patients harmless;
- Increase transparency and promote strong provider networks; and
- Ensure patients continue to receive the highest quality care.

Why IDR

The IDR approach has proven success at the state level. In 2015, New York implemented a bipartisan IDR solution that resulted in:

- Increased network participation;
- Fewer out-of-network claims; and
- Stable prices.

The IDR Model

This successful model included the following key components:

- Patients are protected from price negotiations and only held responsible for their usual in-network cost-sharing in both emergency and non-emergency care;
- Plans and health care providers use arbitration to establish precedents for contract negotiations;
- Plans must fully and clearly disclose reimbursement levels to patients;
- Plans that offer out-of-network coverage must provide at least a minimum level of coverage for out-of-network services;
- Payments to providers are capped at the 80th percentile of charges through an independent unaffiliated database called FAIR Health, which was specifically created by New York for this purpose; and
- Patients have the ability to more easily submit out-of-network claims by requiring health plans to accept online submissions and providers to include claims in their billing.

INDEPENDENT DISPUTE RESOLUTION:

The Policy Solution to Protect Patients from Unexpected Medical Bills

How the Proposed IDR Process Would Work

1

NO MORE SURPRISES

When a patient receives emergency or unanticipated out-of-network care, they would only be responsible for their in-network cost-sharing.

2

IDR PAYMENTS

For out-of-network bills, the insurer pays the provider an Interim Direct Reimbursement based on contracted rates in that geographical region.

3

BASEBALL STYLE

If the plan or provider is not satisfied with the IDR, either party could opt to bring the dispute to binding "baseball style" arbitration to determine the final payment.

3

FINAL OFFERS

Providers and insurance companies would submit their "final offers" to an independent arbitrator who would decide based on the commercial insurance market.

CORE PRINCIPLES OF THE PROPOSED POLICY SOLUTION

Strong Patient Protections

- Patients will not have to participate in billing discussions for unanticipated out-of-network services;
- Patients who receive unanticipated out-of-network care will not receive a balance bill;
- Patients' cost-sharing for unanticipated out-of-network services will be the same as required when they receive in-network services;
- Providers will discuss their out-of-network fees in advance of services, except when it is not possible, such as in cases of emergency services or unanticipated out-of-network care situations;
- Plans will explain in plain language their out-of-network coverage and any limitations; and
- Patients will be protected from the financial impact that can result from narrow networks.

Increased Transparency

- Health insurance plans will provide accurate and up-to-date clinician directories in plain language, accessible online and in print; and
- Directories will include information on how the plan's network is built, how the network is organized, when referrals are needed, and customer service contact information.

Fair Reimbursement

- The Health and Human Services (HHS) Secretary will establish an IDR process through a certified IDR entity or administrator independent of both plans and providers;
- Existing state law with an adequate process addressing out-of-network reimbursement will take precedent;
- In states without an applicable law, IDR entities will be established to resolve reimbursement issues between providers and health insurance plans for disputed amounts greater than $750;
- In states without an adequate process, providers or plans may petition the federal IDR entity to resolve the dispute;
- If charges are less than $750, the health insurance plan will reimburse directly to the clinician the clinician's charges and the patient's cost-sharing amounts;
- The charges cannot exceed the 80th percentile of all clinician charges in the same geographical area for the particular health care service performed by a health care professional in the same or similar specialty; and
- The geographical service area is based on an independent, nonprofit benchmarking database.

Agenda Item No:* 19.

City Council Agenda Item Report

Meeting Date: November 25, 2019
Submitted by: David Moran
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section:

Subject:
*Employee Special Holiday

Suggested Action:

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

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

It is recommended that Council grant the FY 2020 Special Holiday as a floating holiday to employees. A floating holiday allows employees with other faith traditions to use this holiday at other times of the year if desired.

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

Attachments:

Agenda Item No:*20.

City Council Agenda Item Report

Meeting Date: November 25, 2019
Submitted by: David Moran
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section:

Subject:
*Letter of Support - Restore our Parks & Public Lands Legislation

Suggested Action:

The Maryland Municipal League (MML) Parks and Recreation Association has requested letters be sent in support of Senate Bill - 500, Restore Our Parks Act, and House Resolution - 1225, Restore Our Parks and Public Lands Act. Both of these pieces of legislation establish, fund, and provide for the use of amounts in a National Park Service Legacy Restoration Fund to address the maintenance backlog of the National Park Service.

Approval of this item on the Consent Agenda will authorize the City to send the Letter of Support to the City's Congressional Delegation.

Attachments:
National Park Funding Letter.docx

November 25, 2019

«Name»
«Title»
«Street»
«City»

Dear «Dear»:

We are writing to urge you to support legislation, S.500 and H.R. 1225, that would dedicate federal funding for the repair of our national parks. As you may know, the National Park System has a nearly $12 billion deferred maintenance backlog that affects the upkeep of historic artifacts and buildings, water systems, roads and trails, and many visitor facilities. Greenbelt Park is an important part of our community and the preservation of this and other NPS sites in the National Capital Region is critical to the health of our local economies.

As gateways to national parks, we understand first-hand the economic importance of sustaining these special places in ways that attract visitation and tourism. Our communities provide the lodging, gas, food establishments, and other amenities that tourists require before, during, and after their park visits. According to the National Park Service, in 2018, the 318 million visitors to national parks contributed more than $40 billion in national economic output, which supported 329,000 jobs. Those jobs are economic lifelines for many of our residents.

We are proud neighbors and partners of America's national parks and understand the important roles these places play in protecting and providing access to our natural and cultural heritage. We need to repair and maintain these cherished sites, not only for the economic benefits they supply, but to keep intact our National Park System, which historian Wallace Stegner called "America's best idea."

Sincerely,

Colin A. Byrd
Mayor

cc: City Council
Joe McNeal, Acting Co-Director of Recreation

Agenda Item No:* 21.

City Council Agenda Item Report

Meeting Date: November 25, 2019
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section:

Subject:
* Letter to State Highway Administration - Street Light at Hanover Parkway and Greenbelt Road

Suggested Action:

Councilmember Davis requested this item to be included on the agenda. At the Work Session on November 13, Ms. Davis suggested sending a letter to the State Highway Administration regarding the missing street light at the intersection of Greenbelt Road and Hanover Parkway.

Approval of this item on the consent agenda will indicate Council approval of the letter.

Attachments:
SHA letter - overhead street light.doc

November 25, 2019

Andre Futrell, District Engineer
State Highway Administration
9300 Kenilworth Avenue
Greenbelt, MD 20770

Dear Mr. Futrell:

The intersection of Greenbelt Road (MD 193) and Hanover Parkway contains three overhead street lights on the traffic signal poles. There isn't an overhead light on pole at the northwest corner of the intersection (near the Greenbriar sign). This major intersection is heavily used by pedestrians and cyclists and this corner is particularly dark compared to rest of the intersection.

The City requests that SHA add an overhead street light on the traffic signal pole at this location. We appreciate your attention to this important safety request. Feel free to our City Manager, Nicole Ard, at 301-474-8000 or our Director of Public Works, Jim Sterling, at 301-474-8004 if you have any questions about this request.

Sincerely,

Colin A. Byrd
Mayor

cc: City Council
Nicole Ard, City Manager
Jim Sterling, Director of Public Works
Terri Hruby, Director of Planning & Community Development

City Council Agenda Item Report

Meeting Date: November 25, 2019
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section:

Subject:
* Request for Qualifications for Legal Services related to Maglev and Highway Widening Projects

Suggested Action:

Council directed that staff prepare a Request for Qualifications (RFQ) for legal services related to the proposed MAGLEV and Highway Widening projects. The RFQ has been reviewed by the City Solicitor and Director of Planning & Community Development.

Approval of this item on the consent agenda will indicate approval of the RFQ and direct staff to issue it.

Attachments:
Request for qualifications attorney 11132019.pdf

November 20, 2019

City of Greenbelt Request for Qualifications for Legal Services

The City of Greenbelt, Maryland solicits qualifications of individual attorneys and law firms who seek consideration as the legal advisor to City on matters related to proposals for a Superconducting Magnetic Levitating Train (SCMaglev or Maglev) and the widening of Interstate-495 and the Baltimore-Washington Parkway. The City has expressed opposition to the Maglev and highway widening projects given concern regarding impacts on both public and private property.

Greenbelt is a chartered municipal government located within the Baltimore-Washington region in Prince George's County, Maryland. Greenbelt is nationally recognized as one of the historic planned communities of President Roosevelt's New Deal era. In 2017, Greenbelt celebrated the 80th anniversary of the community's incorporation and community spirit of cooperation and inclusion. An active citizenry of over 21,000 residents is served by the Council-Manager form of government. Seven Councilmembers appoint a city manager who oversees over 200 city employees who provide a variety of services including city police; social services; recreation including two community centers, an aquatic and fitness center, an arts program, as well as numerous parks, trails, a forest preserve, and Greenbelt Lake; street, sidewalk, and fleet maintenance; horticulture; trash and recycling; leaf and snow removal; planning; code enforcement, animal control; and an affordable housing apartment building. Greenbelt has earned Sustainable Maryland designation and has dedicated staff to environmental stewardship. The City coordinates with Maryland National Capital Park and Planning Commission (MNCPC) as the City does not have zoning authority. The firm of Alexander & Cleaver serves as the City Solicitor. For more information about the City, including the Charter and City Code, please visit greenbeltmd.gov.

The City anticipates formal establishment of a coalition of governments to address the Maglev. Private homeowners associations may seek to participate in that coalition. The selected firm would also provide support to the coalition. The City of Greenbelt will serve as lead agency, as well as manage the legal agreement with and payment to selected legal counsel from this RFQ. Greenbelt will select the legal counsel in advance and independent of the coalition. Time is of the essence.

Selected legal counsel will report to the City Manager and consult with City Solicitor and City staff, subject experts, and others in: advising the City staff and City Council, reviewing and monitoring the regulatory process, conducting advocacy, and representing the City and the anticipated coalition.

Interested candidates should be (a) familiar with federal and state laws and regulations applicable to transportation and transportation projects, (b) be knowledgeable about federal and state laws applicable to rail roads, highways, environmental protection, environmental justice, historic and cultural preservation, and (c) have significant prior experience representing clients in a wide range of matters before courts and regulatory agencies in areas such as transportation law, environmental law, civil litigation, and legislative drafting and interpretation at Federal, State, and Local levels.

Lawyers interested in consideration for service to Greenbelt should submit by 4:30 pm on December 15, 2019: their professional vitae, and responses to the Proposal Requirements to: Nicole Ard, City Manager, City of Greenbelt, Maryland, 25 Crescent Road, Greenbelt, MD 20770, ATTN: Legal Counsel RFQ. Questions should be directed to Mr. Todd Pounds, City Solicitor, Alexander & Cleaver, at 301-292-3300 or ac@alexander-cleaver.com.

PLEASE NOTE: The selection of an attorney or firm to provide the described scope of services will not be made on cost alone, but may be made based on the consideration of qualifications and factors contained in this Request for Qualifications.

Proposal Requirements

The Statement of Qualifications must address the following criteria:

A. Name of firm, owner, address and telephone number.

B. Personnel Qualifications. Identify the key attorney who will serve in the role of legal counsel; provide their resume and summarize their experience.
Provide the same for other attorneys (if any) in the firm who may assist with the provision of services.

C. Specialized Legal Services Competence.
Provide information about the attorney and firm's experience in providing legal services in the transportation law, environmental law, environmental justice, civil litigation, regulatory review and monitoring, and legislative drafting and interpretation at the Federal, State, and Local levels. Indicate any applicable rail road experience.
Provide at least three references from these organizations including names, contact persons and phone numbers.

D. Capability. Provide information about the attorney and firm's capability to perform on short notice and in a timely manner. If the appointed legal counsel is not available are there other means of responding to requests?

E. Expert Advisors
Demonstrate experience and/or capacity to generate technical experts related to specialized legal services.

F. Client List. Provide a list of current clients.

G. Approach To Communicating With The City. Describe the attorney and firm's approach to communicating with the City in regard to progress reports, status reports, recommendations, status of opinions, etc.

H. Understanding of Services to Be Provided. Describe the attorney's/firm's understanding of the scope of work.

I. Work Schedule and Approach to Project Management. Provide a plan for service delivery, and an explanation of how tasks and projects are managed within the firm to ensure timely response and completion.

J. Conflict of Interest. List any clients you currently represent that could cause a conflict of interest with your responsibilities as legal counsel for Greenbelt and describe how you would be willing to resolve these or any future conflicts of interest.

K. Fees. Please provide rates for providing the services described above. Note that the City of Greenbelt is requesting fees to be submitted with two options:
Option A: Monthly retainer plus hourly fees (Indicate specific items to be covered by the retainer)
Option B: Hourly fees for all work without a retainer. For hourly fees, please identify hourly rate of each attorney and support personnel, and indicate minimum increment of time billed for services. Also state rates for other cost items proposed to be itemized and billed.

L. Statement: The attorney or firm, by submitting a proposal, certifies that to the best of its knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in their firm or in the purchase of services as described in this RFQ. They also certify that the information contained in the Statement of Qualifications is correct and complete to the best of their knowledge.

Evaluation Criteria:

The City reserves the right to accept or reject any and all submissions in the best interest of the City. In connection with the evaluation, the City may invite one or more applicants to make an oral presentation to the City at a time and location to be announced and may require the submission of supplemental material intended to substantiate or clarify information previously submitted.

The following information will be taken into consideration during the evaluation process:

- Meets qualifications identified in the Request for Qualifications
- Proposal includes complete and clear responses to items.
- Familiarity with laws and regulations governing the legal services sought.
- Expertise in rail road law and environmental law.
- Available support staff and range of services offered.
- Demonstration of workload and a level of experience commensurate with the level of service required by the City.
- The professional reputation for providing high-quality services, ability to work cooperatively with City Council, City Manager, and City staff and demonstrates sound judgment, integrity, and reliability as determined by the references provided.
- Cost of providing basic and hourly services as per the submitted hourly rate.

Contract Award

The Contract will be awarded for a one year period and automatically renewed for additional one year periods unless terminated by either party. All costs, directly or indirectly, related to the preparation of a response to this RFQ or any oral presentation required to supplement and/or clarify the RFQ which may be required shall be the sole responsibility of, and shall be borne by the applicant.

The individual or law firm that represents the City is not an employee of the City; does not receive any City benefits, nor maintain an office provided by the City. The attorneys are independent contractors responsible for their own benefits, office expenses, malpractice insurance and staff.

Agenda Item No:*23.

City Council Agenda Item Report

Meeting Date: November 25, 2019
Submitted by: Joe McNeal
Submitting Department: Recreation
Item Type: OTHER BUSINESS
Agenda Section:

Subject:
* Prince George's County Memorial Library System Memorandum of Understanding

Suggested Action:

The Greenbelt Branch of the Prince George's County Memorial Library System (PGCMLS) is undergoing renovation in some spaces at their facility. As a result, PGCMLS desire temporary space to support the "Ready 2 Read Storytime" program and the "Kids Achieve" program in December, 2019 and part of January 2020. Staff has meet with representatives from the PGCMLS to review the request and have prepared the attached Memorandum of Understanding (MOU) allowing use of space at the Community Center and the Youth Center which accommodates the PGCMLS needs.

Approval of this item on the consent agenda will indicated Council approval of the MOU.

Attachments:
DRAFT - MOU PGCMLS 2019 (2).doc

PGCMLS insurance binder.pdf

MEMORANDUM OF UNDERSTANDING (MOU)

This is an agreement between the **City of Greenbelt (CofG**) and **Prince George's County Memorial Library System (PGCMLS)**.

The purpose of this MOU is to enter into an agreement to permit the PGCMLS use of space in the CofG Community Center (CC) and Youth Center (YC).

PGCMLS will be permitted use of the following for Ready 2 Read Storytime (R2RS) and Kids Achieve Club (KAC):

CC – Room 202 Wednesdays R2RS
10am-12pm 12/04/19 - 01/15/20 (no 12/25, 01/01)
CC – Room 202 Thursdays R2RS
11am-12pm 12/05/19 – 01/16/20 (no 12/26, 01/02)
YC – Conference Room Thursdays KAC
4pm-6pm 12/05/19 – 01/16/20 (no 12/26, 01/02)

PGCMLS use of the CC and YC rooms are limited to R2RS and KAC programs.

PGCMLS staff will ensure all equipment and participants have vacated said space by the end time of each program day.

PGCMLS will leave the space in the condition that it was in upon arrival each day.

PGCMLS is not permitted to store any items or equipment in the CC or YC.

CofG will provide tables and chairs, as requested, for R2RS and KAC.

PGCMLS is being granted access to CC and YC space at no cost. PGCMLS will be considered a CofG Recognition Group during the duration of this MOU.

PGCMLS agrees to follow all CC and YC *Facility Usage Policies* and *Free Room Usage Policies.*

PGCMLS shall furnish a Certificate of Insurance verifying the existence of liability insurance naming CofG as an additional insured. Said policy will insure PGCMLS activities against loss, damage, or liability for personal injury or death, damage to property or commercial loss occurring on or about CofG property, in amounts no less than:

$200,000 with respect to personal injury or death to any one person;
$50,000 with respect to property damage arising out of any one occurrence and
not to exceed $500,000 with respect to personal injury or death arising out of any one incident.

PGCMLS will communicate with the below CofG staff in regard to the allocated space:

CC	Di Quynn Reno	240-542-2053	dquynnreno@greenbeltmd.gov
YC	Joe McNeal	240-542-2191	jmcneal@greenbeltmd.gov

This MOU shall be effective upon the signature of authorized officials. It shall be in force from December 4, 2019 to January 16, 2020.

CofG and PGCMLS indicate agreement with this MOU by their signatures.

_______________________________ _______________________________

City of Greenbelt Date
Nicole Ard, City Manager

_______________________________ _______________________________

Prince George's County Memorial Library System
Michael Gannon, Chief Operating Officer for Support Services

CERTIFICATE OF SELF-INSURANCE

This certificate is used as a matter of information only and confers no right upon the certificate holder.

NAME AND ADDRESS OF SELF-INSURED AGENCY:

Prince George's County Memorial Library System
9601 Capital Lane
Largo, MD 20774

PURPOSE: Use of space on Wednesdays & Thursdays at 15 Crescent Road for library programming activities
***Timeline:* November 25, 2019 – January 20, 2020**

This is to certify that the Prince George's County, Maryland, Self- Insurance Fund includes coverage for the above named agency and the fund provides the following limits of coverage.

Types of Coverage		Limits of Liability
Commercial General Liability & Auto	Bodily Injury Property Damage	\$400,000 Per Person; Per Occurrence; Not to Exceed \$800,000 Per Incident.
Workers' Compensation		Statutory Limits – State of Maryland

Policy Numbers - Agency Numbers issued by the State of Maryland:

Maryland D.M.V. Auto Liability Certificate No.	S0023
Workers' Compensation Certificate No.	I – 1780

Other Insured Coverages

2. Comprehensive Bodily Injury and Property Damage Liability Insurance – Excluding automobiles owned or hired by the Town of Upper Marlboro, MD or loaned to the Town of Upper Marlboro, MD by the County, with limits as follows:

a. General Aggregate (other than Products-Completed Operations) $3,000,000
b. Products-Completed Operations Aggregate Limit $1,000,000
c. Personal & Advertising Injury Limit $1,000,000
d. Each Occurrence Limit $1,000,000

3. Comprehensive Automotive Liability Insurance – Combined single limit of $1,000,000 covering bodily injury and property.

Cancellation: The above described self-insured coverages will be continuous and should they be cancelled the issuing self-insurance fund will endeavor to mail 14 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the self-insurance fund.

Name and Address of Certificate Holder

City of Greenbelt
25 Crescent Road
Greenbelt Maryland 20770

Date Issued: **11/14/19**

Authorized Representative of Self-Insurance Fund

Michael Gannon

Michael B. Gannon, Chief Operating Officer for Support Services

City Council Agenda Item Report

Meeting Date: November 25, 2019
Submitted by: Bonita Anderson
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section:

Subject:
*Resignations from Advisory Group

Suggested Action:

Reference: Reappointment Survey, M. Thomas, 10-22-2019
Email, R. Lonicki, 10-22-19
Email, M. Granfors-Hunt, 11-14-19

Mary Thomas has submitted her resignation from the Public Safety Advisory Committee.

Ronald Lonicki has submitted his resignation from the Arts Advisory Board.

Mark Granfors-Hunt has submitted his resignation from Arts Advisory Board.

Approval of this item on the consent agenda will indicate Council's intent to accept Ms. Thomas, Mr. Lonicki and Mr. Granfors-Hunt resignation with regret.

Attachments:

City Council Agenda Item Report

Meeting Date: November 25, 2019
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section:

Subject:
* Appointments to Advisory Board

Suggested Action:

Reference: Application

Council interviewed Tom LeaMond for appointment to the Arts Advisory Board (AAB). The applicant has attended a meeting of the advisory board.

Council interviewed Jackson Tuthill for appointment to the Youth Advisory Committee (YAC). The applicant has attended a meeting of the advisory board.

Approval of this item on the consent agenda will indicate Council's intent to appoint Mr. LeaMond to AAB and Mr. Tuthill to YAC.

Attachments:

Agenda Item No:

City Council Agenda Item Report

Meeting Date: November 25, 2019
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: MEETINGS
Agenda Section:

Subject:
Meetings

Suggested Action:

Attachments:
Motion to Schedule a Closed.pdf

meetings.pdf

TO MOVE INTO EXECUTIVE SESSION

I move that Council hold a Closed Session on __________(date) at _______ pm in accordance with the General Provisions Article 3-305(b)(9) of the General Provisions Article of the *Annotated Code of the Public General Laws of Maryland*, to conduct collective bargaining negotiation or consider matters that related to the negotiations.

Need second, roll call vote.

CITY OF GREENBELT, MARYLAND
25 Crescent Road, Greenbelt, MD 20770-1891

11/20/2019 3:06 PM

City Council Meetings & Work Sessions
November – December

No Meeting – NLC City Summit	Tues. – Sun.	11/19 – 11/24	
Regular Meeting	Mon.	11/25	8:00 pm
No Meeting – Thanksgiving	Wed.	11/27	
Advisory Board Interview, (MB)	Mon.	12/02	7:40 pm
Work Session -NRP Multifamily Development Proposal-Capital Office Park (Detailed Site Plan). (MB)	Mon.	12/02	8:00 pm
Business Coffee – (MB)	Wed.	12/04	7:30 am
Work Session – Franklin Park at Greenbelt Station (Leasing Office)	Wed.	12/04	7:00 pm
PGCMA Legislative Dinner	Thurs.	12/05	6:00 pm
Regular Meeting, (MB)	Mon.	12/09	8:00 pm
Work Session – Greenbelt Station Residents (tentatively), (CC)	Wed.	12/11	8:00 pm
Work Session – Jane Realty Apartments, (MB)	Mon.	12/16	8:00 pm
Fall Legislative Dinner (Crowne Plaza)	Wed.	12/18	6:00 pm
Work Session – TBD, (MB)	Mon.	12/23	8:00 pm
No Meeting – Christmas	Wed.	12/25	
Work Session – TBD, (MB)	Mon.	12/30	8:00 pm

- *Councilmembers will present reports on conferences, meetings and events as the last item of business at Monday Work Sessions.*

This schedule is subject to change. For confirmation, call 301-474-8000. Regular and Special meetings and Work Sessions are open to the public. If special accommodations are required for any disabled person, please call 301-474-8000 or 301-474-3870 no later than 10 a.m. on the meeting day. Deaf individuals are advised to use MD RELAY at 711 or e-mail banderson@greenbeltmd.gov to reach the City Clerk. Unless otherwise noted, meetings will be held in the Council Room of the Municipal Building (MB) at 25 Crescent Rd. Meetings marked “CC” will be held in the Community Center at 15 Crescent Rd., “Greenbriar” will be held in the Terrace Room at 7600 Hanover Parkway, “SHL” will be held in the Springhill Lake Recreation Center, Green Ridge House will be held at 22 Ridge Road, “GHI” will be held at 1 Hamilton Place and “Verde” will be held at 8010 Greenbelt Station Parkway.

Bonita Anderson, City Clerk

CITY OF GREENBELT, MARYLAND
25 Crescent Road, Greenbelt, MD 20770-1891

11/20/2019 3:06 PM

Ready to be scheduled:
Review of Council's Standing Rules
Roosevelt Center Owner
WMATA Metro Station/ MARC Train Service/ MDOT
GHI – NCOZ/Arts & Entertainment District
Potential Bond Referendum/Capital Financing
Greenbelt Postmaster
Cemetery Plans
Forest Preserve/Community Gardens
WSSC
Small Cell Procedures and Policy Review
Memorial Wall Piece
Beltway Plaza (stakeholder)
State Highway Administration
Teleconferencing
Verizon

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
Hotels
PRAB – Buddy Attick Park Master Plan
University of Maryland (2020)
Department of Permitting, Inspections & Enforcement (DPIE)
Museum Plan

Agenda Item No:

City Council Agenda Item Report

Meeting Date: November 25, 2019
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: MEETINGS
Agenda Section:

Subject:
Stakeholders

Suggested Action:

Attachments:
Stakeholder Schedule.pdf

Annual														
Advisory Group Chairs	3/16	2/17	7/18	7/19										
Franklin Park at Greenbelt Station Mgmt.	8/16	11/17	12/18											
Greenbelt East Advisory Coalition	3/16	7/17	3/19											
Greenbelt Homes, Inc.	6/16	7/17	7/18	7/19										
County Executive/ County Council	12/13	9/16	1/19											
Biennial														
Roosevelt Center Merchants	11/16	1/18												
Beltsville Ag. Research Center/	03/14	7/16	8/18											
NPS Greenbelt Park	7/15	1/18												
Beltway Plaza	9/14	3/17												
Greenway Center	7/14	12/16	2/19											
Civic Associations	8/14	2/18												
NASA/GSFC	3/15	3/17	9/19											
PG Co. Economic Development Corp.	8/14	4/17	7/19											
School Board	2/16	5/17	10/18	3/19										
State Highway Administration	6/15	10/17												
Every Three Years														
Apartments	2/18													
Religious/Spiritual Organizations	3/13	6/15	6/19											
Greenbelt Watershed Groups	8/14	10/16												
Hotels														
University of Maryland	3/13	4/15												
Every Three Years or Major Issue														
Comcast	9/13	11/17												
Verizon														
PEPCO	9/14	1/17												
WSSC	12/12	9/16												
WGL														
Capital Office Park	12/12	1/16	9/19											
Other Business Parks:														
Maryland Trade Center														
Golden Triangle														
Hanover Parkway														
Belle Point														
Edmonston Road														
Hanover Parkway														
Roosevelt Center Owner	9/15													

WMATA/PGDPW&T (Semi-Annual)	11/16	9/17	11/18											
Other/As Needed														
M-NCPPC/Planning Board (Major Issue)	6/06	7/14												
Business Coffee (Every Four Months)	10/17	2/18	8/18	11/18	2/19	5/19	8/19							
State's Attorney (4 years)	2/11	4/15	9/19											

(Rev. September 10, 2019)