



CITY COUNCIL AGENDA

**Municipal Building
Tuesday, October 15, 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
- 6a. National Domestic Violence Awareness Month
Suggested Action: Domestic Violence Awareness Month evolved from the “Day of Unity” held in October 1981 and conceived by the National Coalition against Domestic Violence. The “Day of Unity” soon evolved into a week, and in October of 1987, the first National Domestic Violence Awareness Month was observed. In 1989 Congress passed Public Law 101-112, officially designating October of that year as National Domestic Violence Awareness Month. Such legislation has been passed each year since. An officer with the City's Police Department will provide information about domestic violence awareness and the purple lights displayed in our community.
- 6b. National Breast Cancer Month
Suggested Action: National Breast Cancer Awareness Month is recognized annually during the month of October in honor of all who lost their lives to breast cancer, and to recognize the courageous survivors who are still fighting their battle with it. Mayor Jordan will present a proclamation in recognition of National Breast Cancer Awareness Month.

[Breast Cancer Proclamation 2019.pdf](#)

6c. Maryland Economic Development Week

Suggested Action:

October 20th – 26th is Maryland's Economic Development Week. Economic Development Week will emphasize to the general public the importance of economic development for the State of Maryland. The week is designed to increase an understanding of economic development's contribution to the State's business climate, job retention and growth, the tax base and the overall quality of life in Maryland. Charise Liggins, the City's Economic Development Coordinator and Susan Walker with the Greenbelt Community Development Corporation will be present to accept the proclamation and give an overview on this year's plans.

[Economic Development Week Proclamation 2019.pdf](#)

7. Petitions and Requests

*8. * Minutes of Council Meetings

Suggested Action:

Reference:

Work Session - June 5, 2019

Work Session - June 16, 2019

Regular Meeting - July 8, 2019

Work Session - July 10, 2019

Work Session - July 31, 2019

Work Session - October 7, 2019

Closed Session - October 7, 2019

[WS190605.pdf](#)

[WS190619.pdf](#)

[RM190708.pdf](#)

[WS190710.pdf](#)

[WS190731.pdf](#)

[WS191007.pdf](#)

8a. Statement for the Record

Suggested Action:

Reference: Statement of Record - 10/07/2019

Closed Session of October 7, 2019: The following motion is needed:

In accordance with the General Provisions Article, Section 3-306(c)(2) of the Annotated Code of Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council met in executive session on Monday, October 7, 2019, at 8:00 p.m. in the Library of the Municipal Building. Council held this closed meeting in accordance with the General Provisions Article, §3-305(b)(7) of the Annotated Code of Public General Laws of Maryland, to consult with counsel to obtain legal advice.

The purpose of this meeting was regarding the Proposed MAGLEV and Beltway Widening Projects.

Vote to close session:

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

The following staff members were in attendance: Nicole Ard, City Manager and Todd Pounds, City Solicitor.

Council took no actions during this session.

[Statement of Record-10.07.2019.pdf](#)

9. Administrative Reports

*10. * Committee Reports

*10a. * Forest Preserve Advisory Board Report # 2019-05
(Enhancement to the Sunrise Tract)

Suggested Action:

Approval of this item on the consent agenda will indicate Council's acceptance of this report.

[FPAB Report to Council 2019-05_Sunrise fence_FINAL.pdf](#)

*10b. * Forest Preserve Advisory Board Report # 2019-06
(Proposal for a Firefly Sanctuary)

Suggested Action:

Approval of this item on the consent agenda will indicate Council's acceptance of this report.

[FPAB Report to Council 2019-6_FireflySanctuary_FINAL.pdf](#)

*10c. * Park and Recreation Advisory Board Report #19-8
(Greenbelt Tennis Association Request Concerning Tennis Court Lights)

Suggested Action:

Approval of this item on the consent agenda will indicate Council's acceptance of this report.

[PRAB Report GTA Lights 19-8.pdf](#)

*10d. *Park and Recreation Advisory Board Report # 19-9
(Proposal for a Firefly Sanctuary)

Suggested Action:

Approval of this item on the consent agenda will indicate Council's acceptance of this report.

[PRAB Report 19-9 Firefly Sanctuary.pdf](#)

*10e. *Greenbelt Advisory Committee on Environmental Sustainability/Greenbelt Green Team
Recommendation to Support
(Petition to Support Prince George's County CB-065-2019)

Suggested Action:

Approval of this item on the consent agenda will indicate Council's acceptance of this report.
This item will appear later on tonight's agenda under item #16.

[Green ACES Recommendation to support CB-065-2019.pdf](#)

III. LEGISLATION

11. A Resolution to Authorize the Negotiated Purchase for Captioning Services from Municipal Captioning Inc. at an estimated cost of \$12,960.
- 2nd Reading; Adoption

Suggested Action:

Reference:

Resolution

Memorandum, B. Palau, 10/09/2019

Quote, Municipal Captioning Inc., 07/17/2019

At the Regular Meeting on August 12, 2019, the City Council approved the selection of Municipal Captioning Inc. to provide captioning services for City Council meeting. Municipal Captioning provided a quote of \$12,960 for 30 hours of captioning a month, which is a little more than 5 hours a week. The quote also includes the hardware, installation and training.

Ms. Mach introduced this resolution for first reading at the September 9 meeting. At the Regular Meeting on September 23, 2019, the City Council postponed the resolution until the next meeting on October 15 and requested additional information. Included in Council's packet is a memorandum from Beverly Palau, Public Information and Communications Coordinator, which addresses the questions raised at the September 23 meeting.

It is recommended the Resolution be introduced for second reading and moved for adoption tonight.

[Municipal_Captioning_Resolution.pdf](#)

[Quote, Municipal Captioning Inc., 07/17/2019.pdf](#)

[Memo October 9, 2019.pdf](#)

12. A RESOLUTION COMMENCING RENEWAL PROCEEDINGS UNDER THE FEDERAL CABLE COMMUNICATIONS POLICY ACT OF 1984 AND CONFIRMING AUTHORITY TO CONDUCT PROCEEDINGS AND TO TAKE SUCH ACTIONS AS ARE APPROPRIATE TO COLLECT INFORMATION AND OTHERWISE COMPLY WITH THE REQUIREMENTS OF THE FEDERAL CABLE COMMUNICATIONS POLICY ACT OF 1984

Suggested Action:

Reference:

Letter, 06/21/2019

Resolution

The City of Greenbelt received a letter from Verizon Maryland Inc on May 23, 2019, requesting the commencement of franchise renewal proceeding. The City's Franchise Agreement with Verizon is set to expire on January 8, 2022. The City responded to the receipt of that letter on

June 24, 2019. Since the City's franchise is in the 30-36 month negotiating window outlined in the Section 626(h) of the Federal Cable Communications Policy Act of 1984 (Cable Act) we are required to pass a resolution commencing negotiations in order to obtain certain information, gather public comment and preserve our right in both the Formal and Informal Negotiating process. Once the resolution is passed, the City will contact Verizon that it has been done and we will begin the negotiating process. It is expected that the City will work with other municipalities and Prince George's County in a coalition on these negotiations.

It is suggested that Council introduce the Resolution for first reading at its meeting of October 15, 2019, and present a second reading and adoption at its meeting of October 28, 2019.

[Letter, 06/21/2019.pdf](#)
[Resolution.pdf](#)

IV. OTHER BUSINESS

13. Greenbelt Homes Incorporated Right-of-Way Memorandum of Understanding (MOU)

Suggested Action:

Reference:

Letter, N. Ard, 03/04/2019

Memorandum of Understanding

Over the last several years the City has been working with Greenbelt Homes, Inc. (GHI) to address areas in GHI where there are conflicts between historic yard lines and city rights-of-way. The most serious conflicts were resolved with the City agreeing to vacate portions of city rights-of-ways GHI has identified 171 remaining conflicts (also referred to as encroachment areas) ranging in size from 1 foot in many areas to 25 feet in a few, and has requested that the City execute a right-of-way agreement that states what GHI members can do within the encroachment areas, and assigns responsibilities.

GHI has submitted an Agreement for City Council consideration. The intent of the agreement is not to deny GHI members reasonable use of the area of their historic yard where it overlaps with City rights-of-way.

Planning staff and the City Solicitor have reviewed the draft agreement and have recommended a couple minor revisions to address the City's desire to minimize activities within the conflict areas when feasible, and to protect the city's interest if a conflict needs to be removed by the City in the future.

Staff recommends the City Council approve the Agreement, as amended.

[MOU - GHI Yards in city right of way - 03 04 19.pdf](#)
[Memorandum of Understanding_GHI ROW.pdf](#)

14. Beltway Plaza Memorandum of Understanding on Conceptual Site Plan Conditions

Suggested Action:

Reference:

Memorandum of Understanding

On February 11, 2019 City Council voted to support with conditions the Conceptual Site Plan

(CSP) for the redevelopment of Beltway Plaza. The CSP proposed a mixed-use five (5) phase redevelopment that includes an approximate total of 175-200 townhouses, 875-2,250 multifamily units, and 435,000-700,000 square feet of commercial space. Staff and the applicant then met to discuss the applicant's comments on the conditions. Revised conditions were presented to Council on March 11, 2019. At that time the applicant agreed to the revised conditions, and agreed to execute a private binding agreement with the City. City Council then directed staff and the City Solicitor to work with the applicant on the drafting of said agreement.

Since that time the CSP was approved by the Prince George's County Planning Board on March 14, 2019 and staff and the City Solicitor have been working with the applicant to draft a Memorandum of Understanding (MOU) which is included in Council's packet. The MOU as written includes the conditions approved by Council and has been agreed to by the Applicant. Staff believes that the MOU will ensure that any future development will meet the City's conditions and recommends that City Council accept the MOU.

[MOU Final Draft for Council Consideration.pdf](#)

15. Approval of PY 46 Community Development Block Grant Application

Suggested Action:

Reference: CDBG PY 46 Application Instructions

Applications to Prince George's County for Community Development Block Grant (CDBG) funds for Program Year 46 (7/1/20-6/30/21) are due on October 25, 2019.

The City last applied for, and was awarded, \$140,835 for "Franklin Park Street Improvements" for roadwork on Breezewood Drive and at the intersection with Cherrywood Lane for PY 45.

Staff proposes to submit "Franklin Park Street Improvements" as the project for PY 46. This project proposes to resurface Edmonston Road from Springhill Court to the end of the City's Right-Of-Way south of Breezewood Drive. This project includes base repair and milling, replacement of curb & gutter and sidewalks, ADA compliant ramps and installation of bus stop improvements and landscaping improvements as needed. Staff anticipates seeking \$154,570 for this project.

Staff believes the City should submit only one application for PY 46. This will allow both DHCD staff and the City's County Council representative to focus solely on this application.

It is recommended Council approve submission of the PY 46 Application as outlined above. It is further recommended that Council authorize the Mayor and City staff to execute any PY 46 CDBG Agreements and all other necessary documents in order to accept and implement this grant award.

[PY 46 Application Instructions.pdf](#)

16. County Legislation - CB 52-2019 (Plastic Straw Ban) & CB 65-2019 (Pesticides)

Suggested Action:

Reference:

CB-52-2019 (Plastic Straw Ban)

CB-65-2019 (Pesticides)

Green ACES Recommendation to Support CB-065-2019

Council Member Byrd requested that the City consider two County bills.

CB-52-2019 would prohibit food service businesses (restaurants, grocery stores, food trucks, etc.) from selling, distributing or providing non-compostable (plastic) straws and stirrers. The City has advocated for a ban on plastic straws as part of its Legislative Program. It is recommended Council support CB-52-2019.

CB-65-2019 requires certain notices and signage relating to retail sale and commercial application of pesticides. It also prohibits the application of pesticides on County owned and private property unless it meets certain criteria. It also bans Neonicotinoid (new nicotine like) pesticides on County owned property. GreenACES and the Green Team have recommended that Council support CB-65-2019.

Council direction is sought.

[CB-52-2019.pdf](#)

[CB-65-2019.pdf](#)

[Green ACES Recommendation to support CB-065-2019.pdf](#)

17. Proposed Council Referrals to Board of Elections on Candidate Photos and Campaign Signs
Suggested Action:

Reference: Municipal Building Election No-Post Map

Councilmembers Davis and Mach requested that the following items be included on the agenda for Council discussion.

Candidate photos at polling places, Campaign signs at Municipal Building No-Post Zone, and Sign Posts in Greenbelt Station.

[Election no-post areas municipal bldg.pdf](#)

18. Opposition to Proposed Bureau of Engraving and Printing Facility at Beltsville Agriculture Research Center Site

Suggested Action:

Councilmember Byrd requested that this item be included on the agenda.

Councilmember Byrd's proposed motion would be to oppose the proposed facility.

19. RFQ for Legal Services on the Proposed MAGLEV & Beltway Widening Projects

Suggested Action:

City Council requested that this item be included on the agenda.

20. Litter at CVS Store on Hanover Parkway

Suggested Action:

Councilmember Byrd requested that this item be included on the agenda.

21. Council Activities

22. Council Reports

*23. *Letter of Support for HUD 202 Program

Suggested Action:

Reference:

Email, C. Batey, 09/25/2019

HUD 202 Funding Letter

Included in Council's packet is an email provided by Christal Batey regarding Federal funding for low income senior housing. LeadingAge is a 501(c)(3) tax exempt charitable organization focused on education, advocacy, and applied research for the field of senior services. They are encouraging advocacy for new Section 202 funding in the FY 2020 Housing & Urban Development (HUD) funding bill.

The House version of the bill provides \$140 Million for new HUD Section 202 housing, while the Senate version provides no funding for new housing. The Senate Bill provides \$17 Million for new Service Coordinators, while the House bill provides \$5 Million. Both Senate and House bills fully fund existing Service Coordinators.

Staff has drafted a letter to the City's Federal delegation encouraging them to support this funding. Approval of this item on the consent agenda will indicate Council's approval of the letter.

[Email from Christal - LeadingAge.pdf](#)

[HUD 202 Funding Letter.pdf](#)

*24. *Letter of Support for the Four Cities Coalition Waste Reduction and Education Initiative 2019

Suggested Action:

Reference:

Letter of Support

Memorandum of Agreement, 06/06/2019

On June 13, 2019 an application for \$165,000 was submitted to the Department of Housing and Community Development (DHCD) Community Legacy Grant for the acquisition of "Bigbelly" solar compacting trash and recycling containers. This grant was submitted in partnership with the other members of the Four Cities Coalition; the Town of Berwyn Heights, City of College Park, City of New Carrollton, and City of Greenbelt.

The "Bigbelly" solar powered, self-compacting, smart waste system eliminates visible waste and wind-blown litter, prevents rodent and bird access, reduces collection truck traffic and fuel consumption as well as reducing harmful emissions, and enhances space improving operational efficiency. The "Bigbelly" system includes a web based application that makes notification to both email and cellular devices when the receptacle is ready to be emptied reducing the need for wasted visits, resulting in more efficient personnel usage.

"Bigbelly" bins can be outfitted with easy to insert and remove signage which can be used for

advertising and education purposes. Municipal collaboration members plan on utilizing this feature to educate the public on what materials go in which container either landfill or recycling. This will be accomplished with bilingual, English and Spanish, signage with full color images of the items that belong in the trash and recycling containers.

Overall, this project will address and resolve the specific issues of litter, landfill diversion rates, recycling contamination, stormwater quality, and public education identified in the Sustainable Community Action Plan.

Meetings with the Department of Public Works Directors from the other Four Cities Coalition municipalities resulted in unanimous support and a signed memorandum of agreement (MOA) outlining the roles and responsibilities of each municipality.

Included in the Council's packet is a letter of support. Staff is recommending that the letter be signed and sent on behalf of the City of Greenbelt in support of this project.

[City_of_Greenbelt_Letter_of_Support.pdf](#)
[MOA_CL_2019.pdf](#)

*25. * Appointment to Advisory Groups

Suggested Action:

Reference: Applications

Council interviewed Xochitl Zamora-Thompson on August 7, 2019, for appointment to the Greenbelt Advisory Committee on Environmental Sustainability.

Approval of this item on the consent agenda will indicate Council's intent to appoint Ms. Zamora-Thompson to Green ACES.

*26. * Reappointments to Advisory Groups

Suggested Action:

Reference: Reappointment Surveys

The following individuals have indicated their willingness to continue to serve on City Advisory Boards and Committees:

Stanley Zirkin - Public Safety Advisory Committee

Maria Silvia Miller - Advisory Planning Board

Eunice Pierre - Public Safety Advisory Committee

*27. * Resignation from Advisory Groups

Suggested Action:

Reference: Email, J. Grotke, 092219

Jeannette Grotke has submitted her resignation from the Senior Citizens Advisory Committee.

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

28. Special Election in event of Vacancy on Council

Suggested Action:

Councilman Byrd requested this item to be included on the agenda. His motion is to direct the City Solicitor to draft an amendment to Section 32 of the City Charter that would require a special election to fill a vacancy (when that vacancy is created with more than 14 months left in a term).

29. Greenbelt Elementary Clean Water Partnership Micro Bioretention

Suggested Action:

Reference: Greenbelt ES City Council Letter

Mayor Jordan requested this item be included on the agenda.

[Greenbelt ES City Council letter.pdf](#)

V. MEETINGS

Meetings

[meetings.pdf](#)

Stakeholders

[Stakeholder Schedule.pdf](#)

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Presentations

Agenda Section:

Subject:

National Domestic Violence Awareness Month

Suggested Action:

Domestic Violence Awareness Month evolved from the “Day of Unity” held in October 1981 and conceived by the National Coalition against Domestic Violence. The “Day of Unity” soon evolved into a week, and in October of 1987, the first National Domestic Violence Awareness Month was observed. In 1989 Congress passed Public Law 101-112, officially designating October of that year as National Domestic Violence Awareness Month. Such legislation has been passed each year since. An officer with the City's Police Department will provide information about domestic violence awareness and the purple lights displayed in our community.

Attachments:

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Proclamation

Agenda Section:

Subject:

National Breast Cancer Month

Suggested Action:

National Breast Cancer Awareness Month is recognized annually during the month of October in honor of all who lost their lives to breast cancer, and to recognize the courageous survivors who are still fighting their battle with it. Mayor Jordan will present a proclamation in recognition of National Breast Cancer Awareness Month.

Attachments:

[Breast CancerProclamation2019.pdf](#)

PROCLAMATION

WHEREAS, each year, countless Americans cope with pain and hardship caused by breast cancer, a disease that is one of the most common cancers and one of the leading causes of death among women; and

WHEREAS, during Breast Cancer Awareness Month we honor those who have lost their lives, and recognize the courageous survivors who are still fighting it; and

WHEREAS, hundreds of thousands of Americans this year will be newly diagnosed with breast cancer, while tens of thousands will lose their battle with this disease; and

WHEREAS, for these individuals and for their loved ones, we recommit ourselves to the essential work needed to forge a future free from cancer in all its forms; and

WHEREAS, research efforts have yielded progress in the diagnosis and treatment of breast cancer, and have increased survival rates --but it is crucial that we continue to build on this progress; and

WHEREAS, we commit to raising awareness about this disease by proudly displaying pink ribbons in Greenbelt this month, in order to acknowledge the dedicated advocates, medical professionals, researchers, and caregivers who fight for a world without breast cancer.

NOW, THEREFORE, I, Emmett V. Jordan, by the authority vested in me by the citizens and City Council of Greenbelt, do hereby proclaim the month of October 2019

BREAST CANCER AWARENESS MONTH

in Greenbelt and encourage all residents to find out if they are at increased risk through local screenings and to join in activities that increase awareness of what Americans can do to prevent breast cancer.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Greenbelt, Maryland, to be affixed this 15th day of October 2019.

EMMETT V. JORDAN, Mayor

ATTEST:

Bonita Anderson, City Clerk

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Proclamation

Agenda Section:

Subject:

Maryland Economic Development Week

Suggested Action:

October 20th – 26th is Maryland's Economic Development Week. Economic Development Week will emphasize to the general public the importance of economic development for the State of Maryland. The week is designed to increase an understanding of economic development's contribution to the State's business climate, job retention and growth, the tax base and the overall quality of life in Maryland. Charise Liggins, the City's Economic Development Coordinator and Susan Walker with the Greenbelt Community Development Corporation will be present to accept the proclamation and give an overview on this year's plans.

Attachments:

[Economic Development WeekProclamation2019.pdf](#)

PROCLAMATION

WHEREAS, Greenbelt is member of the Maryland Economic Development Association (MEDA), a nonprofit organization established in 1961 whose mission is to enhance the knowledge and skills of its members, encourages partnerships and networking among people committed to bringing jobs and capital to Maryland, and promotes economic development as an investment in Maryland; and

WHEREAS, MEDA members promote the economic well-being of Maryland by working to improve the state's business climate and the professionalism of those in the field of economic development including other professionals with an interest in the economy of Maryland, and through its regular meetings, special programs and projects, members address diverse issues; and

WHEREAS, the economic growth and stability of the State affects all regions and jurisdictions of Maryland, and the City of Greenbelt's economic development efforts are an important component of the State's economic success and will highlight those successes by visiting local businesses.

WHEREAS, the Greenbelt Community Development Corporation, a nonprofit organization, advocates for programs and initiatives that ensure all residents have access to affordable housing, transportation, amenities and opportunities to thrive; and

WHEREAS, the residents are integral to the sustainability and prosperity of Greenbelt by fostering a cooperative spirit that is seen in their environmental stewardship, civic engagement, community events, cooperative and locally-owned businesses.

NOW, THEREFORE, I, Emmett V. Jordan, by the authority vested in me by the citizens and City Council of Greenbelt, hereby proclaims the week of October 20 – 26, 2019 as

COMMUNITY AND ECONOMIC DEVELOPMENT WEEK

to highlight the investment in partnerships that strengthen our competitiveness in Greenbelt, and ask all to join with us to recognize and reaffirm the importance of business development locally and statewide.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Greenbelt, Maryland, to be affixed this 15th day of October 2019.

EMMETT V. JORDAN, Mayor

ATTEST:

Bonita Anderson, City Clerk

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Meeting Minutes

Agenda Section:

Subject:

* Minutes of Council Meetings

Suggested Action:

Reference:

Work Session - June 5, 2019

Work Session - June 16, 2019

Regular Meeting - July 8, 2019

Work Session - July 10, 2019

Work Session - July 31, 2019

Work Session - October 7, 2019

Closed Session - October 7, 2019

Attachments:

[WS190605.pdf](#)

[WS190619.pdf](#)

[RM190708.pdf](#)

[WS190710.pdf](#)

[WS190731.pdf](#)

[WS191007.pdf](#)

The Coffee with Faith and Spiritual Based Organizations was held on Wednesday, June 5, 2019.

Mayor Jordan started the round table discussion at 6:55 p.m. The discussion was held in the Council Chambers, 25 Crescent Road.

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

Staff present were: Nicole Ard, City Manager; Richard Bowers, Chief of Police; Acting Captain Tim White; Officer Bowne, and Shaniya Lashley-Mullen, Administrative Assistant.

Also present were representatives of the following organizations Greenbelt Baha'i Community; Sri Siva Vishnu Temple; Random Unselfish Acts of Kindness; Lutheran Church Community; Greenbelt Baptist Church; Greenbelt Community Church, United Church of Christ; Catholic Community of Greenbelt; St. Hugh's Catholic Church; Mowatt Memorial United Methodist Church; Rivers of Life AME Church; St. Didymus, Eugene Jesse Nash IV, Greenbelt News Review, and Bill Orleans, resident.

Homeless

There are students at the University of Maryland who are homeless. They live in the dorms during the semesters and when the school is on break they are couch surfing or have nowhere to go. A suggestion was to contact the University of Maryland to set up a fund to help the students or have families sponsor the student over the school breaks. The City has an Emergency Relief Fund to assist families. St. Hugh's Catholic Church, Trinity Assembly of God and Berwyn Presbyterian Church all have food banks. Prince George's County Community Crisis Services (211) has a list of services that can assist.

There was a brief discussion on transportation issues.

Communication

There was discussion on how to keep the lines of communication open between the City and the Faith and Spiritual Based Organizations, sharing information to keep everyone aware.

Safety

Chief Bowers advised the churches should have an emergency plan in place, and if they needed assistance, contact the police department. The police department offers training and walk-throughs.

Ms. Davis left at 7:35 pm

Mayor Jordan stated that June 7th is declared National Gun Violence Awareness Day.

There was discussion on how to address the problem and increase solidarity in the community.

Outreach Plans

Greenbelt Baha'i Community provides devotional gathering with neighbors and classes for small children.

Sri Siva Vishnu Temple provides several upcoming events in October/November.

Lutheran Community is currently reaching out to the youth and teaching them English.

Greenbelt Baptist Church provides small one on one groups, Vocational Bible Study, 4th of July Picnic, Warm Nights and Open House Open Forum Discussions.

Greenbelt Community Church, United Church of Christ provides Worship Services on the lawn.

Catholic Community provides outreach in Washington, DC feeding the homeless, day workers and also the Peace Camp, Mt. Rainer.

St. Hugh's Catholic Church provides books for Springhill Lake Elementary reading program.

Mowatt Memorial United Methodist Church provides dog walkers every Sunday at 4:15 pm and Cookies on the Bridge.

St. Didymus hosts Field Day, Snowballs in July, and Water Battle Back to School.

River of Life AME Church hosts a Health Fair in July or August and provides weekend reading programs.

Mr. Byrd left at 8:45 pm.

It was recommended that in between meetings an email blast be sent to all the organizations with updated information on community events.

The discussion ended at 8:57 p.m.

Respectfully submitted,

*Shaniya Lashley-Mullen
Administrative Assistant*

WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, June 19, 2019, to meet with Greenbelt Access Television, Inc. (GATe).

Mayor Jordan started the meeting at 8:02 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 (8:06) and Mayor Emmett V. Jordan (8:04).

Staff present were: Nicole Ard, City Manager; Beverly Palau, Public Information and Communications Coordinator; and Shaniya Lashley-Mullen, Administrative Assistant.

Also present were: Robert Zugby, Vice President of GATe Board of Directors; Frank Gervasi, President of GATe Board of Directors; Claude Aubert, GATe Board Member; Deborah Hartwick, GATe Board Member; George Kochell; GATe Production Manager and Animation Instructor; Rev. Ray Raysor, GATe Board Member; Rene Sewell Raysor, Treasurer of GATe Board of Directors; Alan Haley, Staff Member at GATe; Phoebe McFarb, Station Manager at GATe; Andy Zmidzinski, Executive Director at GATe; Kelly Baker, GATe Board Member; Konrad Herling, City Council Liaison and Secretary of GATe Board of Directors, and others.

Mr. Gervasi gave a summary of all the upgrades that GATe has done in the last nine months and provided Council with a four-page list of all the productions. He stated Mr. Zmidzinski was the new CEO that was hired and the station has a whole new look, including a new cloud based playout system. Mr. Zmidzinski noted GATe is online and is live streaming programs.

There was discussion on GATe upgrading its teaching programs. Mr. Zmidzinski advised GATe started various boot camp series. He indicated six people attended Final Cut Boot Camp and it lasted for six hours. He also noted there was a boot camp on Running Cameras that also was a six-hour class.

Mr. Zmidzinski answered Mayor Jordan's question stating he wanted GATe to be the community station, covering all types of events around the City; some are City sponsored events. Mr. Zmidzinski stated he would like GATe to go anywhere a community member could go. He indicated that GATe do two minute stories and have programs that run an hour long, but also recycle the same 15-20 minute programs within that hour. Mr. Zmidzinski said that GATe is still in the beginning stages of what stories are being covered. He advised that GATe provide updates on the Old Greenbelt Theater, and two or three "Greenbelt Minutes" per month. Mr. Zmidzinski also explained GATe just started doing a talk show with the Greenbelt News Review.

Ms. Mach asked if GATe is eliminating half hour topical shows. Mr. Zmidzinski answered saying if someone brings in topical show, GATe would run the show, but people are not producing those types of shows; they are overwhelmed on what it takes to produce them.

Mr. Zmidzinski answered Ms. Davis's question stating that GATe doesn't have to be exclusive. Ms. Palau and her team can film the whole event and GATe can come and shoot snippets.

Mr. Gervasi answered Mayor Jordan's question stating all members of the board of directors are members of GATe. Ms. McFarb stated that there are currently about 30 members. Mr. Zmidzinski said that about 120 newsletters are distributed.

Mr. Zmidzinski answered Ms. Davis's question stating to use GATe's equipment, a person would have to take the following classes: an orientation class, a camera class, and an editing class. The cost of membership is \$25.

Mr. Zmidzinski stated he would like to have monitors around the City that play nothing but the GATe channel. Mr. Zmidzinski suggested a couple of locations: GATe's door, the side of the New Deal Café where there are flyers for the bands, at the Old Greenbelt Movie Theater and Realty One. He also suggested placing two monitors at the information desk at the Community Center, playing the GATe and the City channel.

Mr. Zugby said GATe would like to be a part of the City's survey during election time to poll the audience size to see how many residents watch GATe programs and what mode.

Mr. Putens asked Mr. Zmidzinski if GATe considered placing monitors in Greenbelt East and Greenbelt West. Mr. Zmidzinski stated he would like to discuss the idea.

Mr. Herling stated that with the respect of monitors GATe didn't need to think exclusively, it's something the City operation can be a part. Mr. Herling said that members of GATe and Ms. Palau could work through the MOU to see if items needed to be amended.

Mr. Gervasi answered Mayor Jordan's question stating GATe received \$170,000 from the Public, Government, and Educational (PEG) Fees. He stated it changes quarterly and it has been going down slightly every year. Mr. Gervasi said GATe would be more active applying for grants. Mr. Gervasi advised GATe's budget is \$190,000.

There was discussion on who was handling the videography of the Labor Day Festival. Ms. Palau said there wasn't a staff-level discussion. Historically, Ms. Palau said City Staff would handle Friday and Sunday, GATe did Saturday, and there were dates that they both shared. Mayor Jordan said he would like to see collaboration between the City and GATe. Mayor Jordan also stated that with staff time, the City didn't have the capacity to cover all the events.

There was discussion on the MOU. Ms. Davis stated the purpose of the MOU was for GATe to receive rent credit. Ms. Davis said since GATe doesn't want to receive the rent credit anymore, then they shouldn't have to provide an annual report. Mayor Jordan indicated he would like to see the annual report. Mr. Gervasi stated that GATe would like to continue to receive the rent credit. Mr. Zugby answered Mayor Jordan's question stating he had negative feelings towards the MOU since the beginning. Mr. Zugby indicated that the City wanted to charge GATe rent, and that's how the MOU came about. Mr. Putens stated that GATe is still receiving the franchise fees and there needs to be accountability for spent expenditures so he would like to continue to receive the annual report. Mr. Herling stated GATe should maintain the annual report as it benefits the public and helps with securing grants.

Mr. Zmidzinski stated that currently the GATe studio is a classroom, meeting space and studio. He advised GATe needs a separate space for a computer lab. Mayor Jordan suggested the computer lab at Springhill Lake Recreation Center. Ms. Davis suggested office space at Roosevelt Center. Mr. Gervasi stated the location GATe is in could either be a great studio or classroom but not both. He stated the ideal location for a classroom is below their current location.

Mr. Putens left the meeting at 9:25 pm.

Informational items were discussed.

The meeting ended at 9:33 p.m.

Respectfully submitted,

*Shaniya Lashley-Mullen
Administrative Assistant*

DRAFT

REGULAR MEETING OF THE GREENBELT CITY COUNCIL held Monday, July 8, 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, Rodney M. Roberts, and Mayor Emmett V. Jordan. Councilmembers Silke I. Pope was absent due to an illness and Edward V.J. Putens was absent due to business.

ALSO PRESENT were Nicole Ard, City Manager; David E. Moran, Assistant City Manager; Terri Hruby, Director of Planning and Community Development; Molly Porter, Community Planner; Todd Pounds, City Solicitor; and Shaniya Lashley-Mullen, Administrative Assistant.

Mayor Jordan asked for a moment of silence in honor of Greenbelt residents Rossana Del Vecchio and Anna Marrichi, and former Greenbelt residents Gary Swank and Elizabeth Jay. Mr. Roberts then led the pledge of allegiance to the flag.

CONSENT AGENDA: Mayor Jordan requested that #10 Committee Reports added to the consent agenda and have #18 Approval of Friends of the Greenbelt Museum removed from consent agenda. With the above changes, it was moved by Ms. Davis and seconded by Ms. Mach that the consent agenda be approved with that amendment. The motion passed 5-0.

Council thereby took the following actions:

Minutes:

Work Session, December 19, 2018
Budget Work Session, April 03, 2019
Budget Work Session, April 10, 2019
Budget Work Session, May 01, 2019
Budget Work Session, May 15, 2019
Approved as presented.

Committee Reports:

Green Advisory Committee on Environmental Sustainability, (Complete, and Green Streets Policy): Council accepted this report.

Advisory Planning Board, Report #2019-06 (Cherrywood Lane Complete and Green Streets Retrofit Project): Council accepted this report.

Arts Advisory Board, Report # 201- (Banners): Council accepted this report and agreed to consider this topic on a future agenda.

Forest Preserve Advisory Board, Report # 2019-02 (Stewardship Guidelines): Council accepted this report and agreed to consider this topic on a future agenda.

License Agreement for Studio Use: Council approved and authorized the City Manager to enter into an agreement with resident artists.

Reappointments to Advisory Groups: Council reappointed Steven Gilbert to a new term on the Board of Elections.

APPROVAL OF AGENDA: Mayor Jordan requested #18 Approval of Friends of the Old Greenbelt Museum added to Council discussion. With that addition, it was moved by Ms. Davis and seconded by Ms. Mach that the agenda be approved. The motion passed 5-0.

PRESENTATIONS:

Parks and Recreation Month Proclamation: The proclamation was read by Mayor Jordan to recognize July as Parks and Recreation Month. Greg Varda, Acting Director of Recreation, received the proclamation and provided an overview of this year's summer recreation camps and programs.

Buy Local Week Proclamation: The proclamation was read by Mayor Jordan to recognize the week of July 20th to 28th as Buy Local Week. Ms. Kim Rush Lynch, Ms. Cathie Meetre, and Ms. Frances Ippoliti received the proclamation on behalf of the Greenbelt Farmers Market and the University of Maryland College of Agriculture and National Resources.

PETITIONS AND REQUESTS:

Ms. Valerie Pierce, President of the Greenbelt Tennis Association, requested a reduced rate for token for the Greenbelt Tennis Association.

ADMINISTRATIVE REPORTS:

Ms. Ard thanked staff including Police, Public Works, Recreation, and the Public Information employees for the 4th of July Celebration.

Ms. Ard provided an updated on the Green Ridge House Apartment Section 202 Designation. She stated that Green Ridge House is still waiting on the designation. Staff sent a message to Congressman Hoyer requesting his assistance. Ms. Ard advised Green Ridge House currently has five vacancies and cannot fill them without HUD's approval of the plan.

Ms. Ard noted the sign language company has arranged to stay until 11 pm. If any residents have concerns or needs regarding the meetings, contact the City Clerk's Office. Ms. Ard stated that the City is working towards transitioning Closed Captioning. In addition, Closed Captioning would help meet the needs of a wider range.

Mr. Byrd advised of a parking issue at the intersection of Mandan Road and Mathew Street. Mr. Byrd said that it's hard to make a turn and suggested the City install yellow markings so vehicles wouldn't park there. Ms. Davis suggested painting white end stops so vehicles wouldn't park up to the corner.

Mayor Jordan advised of State Transpiration and private property issues like the 495 underpass embankment under the interloop was collapsing and getting worse with mud coming out. Mayor Jordan also advised the State's Edmonston Road Ramp to Kenilworth Avenue was in poor condition and needs serious work. Mayor Jordan said the privately owned bike/pedestrian path between Ivy Lane and Kenilworth Avenue right in front of the State Highway Administration needs maintenance. Mayor Jordan advised the state sidewalk /crosswalk from the ramp that comes down from the Baltimore Washington Parkway onto Greenbelt Road going towards Southway, from the bus stop, has a dangerous sight line. The trees need to be trimmed to improve the sight line. Mr. Roberts suggested the state and federal officials take away the crosswalk and the right turn lane.

LEGISLATION:

A Resolution to Authorize the Negotiated Purchase of Certain Goods and Services from Various Vendors as Enumerated Herein When Total Fiscal Year Purchases from Each Vendor Exceeds Ten Thousand Dollars

-1st Reading

Mayor Jordan read the agenda comments.

Ms. Davis introduced the resolution for first reading.

Mayor Jordan requested that a copy of the Negotiated Purchase List be sorted dollar amount high to low, a copy of the list sorted alphabetically by sole sorts or reasoning. Mayor Jordan also requested copies of the Negotiated Purchase List from the last two years.

SPECIAL ORDERED – APPROVAL OF FRIENDS OF THE GREENBELT MUSEUM

Ms. Davis moved to special order #18, Approval of Friends of the Greenbelt Museum, for immediate consideration. Ms. Mach seconded the motion.

Mayor Jordan read the agenda comments.

Mayor Jordan motioned to change the recommended Council Action to support the Friends of the Greenbelt Museum recommend selection of an architect contingent on approval of the owner of the property, Greenbelt Homes, Inc. (GHI). Mr. Byrd seconded the motion.

Mayor Jordan stated there was error in the agenda that needed to be corrected.

There was a brief discussion on GHI being the owner of 10-A Crescent Road and the City of Greenbelt being a member of the Co-operative. Mr. Byrd stated GHI has a no recommendation/no judgement policy in respect to members selecting contractors or other professionals. Ms. Mach stated the City has a mutual ownership contract with GHI that gives the City the right to have the museum at 10-A Crescent Road.

Ms. Ruffner advised the museum, created to preserve GHI history, would go through the standard GHI approval process plans for the museum. She stated that the museum wants to take a proactive role and have the architect meet with the GHI architectural review committee and GHI Board to make sure everyone is on the same page at the start of the process.

Ms. Ruffner answered Mayor Jordan's question stating construction shouldn't affect the operation of the museum. Ms. Ruffner was hesitant to speculate on the timeline of the construction given unknown factors, like permitting process with the various entities including the City and GHI.

There was a brief discussion on the renovations at 10-A Crescent Road.

Ms. Davis clarified the motion stating that the City approved the proposed architect and the museum inform GHI of the architect, however the design needs the GHI, the City approval; GHI doesn't approve the architect.

The motion passed 5-0.

An Ordinance to Authorize the Issuance, Sale and Delivery By the City of Greenbelt, Maryland of its "City of Greenbelt, Maryland Water Quality Bond, Series 2019" In an Aggregate Principal Amount Not to Exceed Two Million Five Hundred Thousand Dollars (\$2,500,000), Pursuant to the Provisions of Ordinance No. 1359 Passed on September 25, 2017; Prescribing the Form, Maturity, Interest Rate and Provisions for payment and Redemption of Said Bond; Confirming the Covenants of the City to Provide for the Levy and Collection of Taxes Sufficient for the Prompt Payment of the Maturing Principal of and Interest on Said Bond; Determining that the Bond Shall be Sold by Private Sale to the Maryland Water Quality Financing Administration, Without Competitive Bid; Further Providing for the Use of the Proceeds of the Bond; and Providing for the Execution and Delivery of the Bond and a Loan Agreement, and All Other Details with Respect to the Sale and Delivery of Said Bond.

-1st Reading

Mayor Jordan read the agenda comments.

Mr. Byrd introduced the resolution for first reading.

Mr. Moran answered Ms. Davis's question stating that the bond doesn't have to go on the ballot. Ordinance No. 1359, passed on September 25, 2017, handed the public approval.

Mr. Moran explained that this is a reimbursement program; the City will incur expenses and then submit expenses to the State for reimbursement.

Mr. Moran advised that once there is an actual start date, Planning & Community Development, Public Information and Recreation Departments will get the word out to residents via website, social media, and signs at the park. The Buddy Attick Lake park will remain open during this project.

OTHER BUSINESS

Acceptance of City Streets – South Core Phase 1A

Mayor Jordan read the agenda comments.

Ms. Hruby answered Ms. Davis's question stating the Greenbelt Station streets are private and don't require acceptance by Council. The City staff and the City inspector did walk the development with the Home Owner Association (HOA) representative, and the management company issued a letter to the City stating they have accepted those streets. The County has accepted all the stormdrains and the City has that in writing. Ms. Hruby stated the City required that the developers post a maintenance bond on the private streets.

Ms. Hruby answered Ms. Davis's question stating that the City will accept maintenance responsibility.

Ms. Hruby answered Mayor Jordan's question stating that the next phase would include South Center Drive, North Center Drive and another portion of Streambank Lane.

Ms. Hruby answered Mayor Jordan's question stating the maintenance bond is going to be roughly \$17,000.

Ms. Mach moved the City accept Stream Bank Lane from Stations 11 + 60 to 20 +57 into perpetual maintenance, with a one-year maintenance bond. Ms. Davis seconded the motion.

The motion passed 5-0.

COMPLETE & GREEN STREETS POLICY

Mayor Jordan read the agenda comments.

Ms. Porter reviewed the revisions of the Complete and Green Street Draft Policy.

Mr. Byrd moved that the City Council approve and accept the Complete and Green Street Policy. Mayor Jordan seconded the motion.

Ms. Davis suggested the following amendments to the draft policy: under the Implementation section, last bullet point, add "stormwater projects, bus stops, and bus shelters"; under the Performance Measures and Reporting section, add one more bullet point "improvements need to be tracked in accordance with this policy, the number of bus stops made accessible".

The motion passed 5-0.

MEMORIALIZING SIGNIFICANT GREENBELTERS – GUIDELINES FOR NAMING CITY PROPERTY

Mayor Jordan read the agenda comments.

Mayor Jordan stated he requested a policy that would allow individuals/clubs/organizations to purchase items the City already knows it needs and name the item after the donor. There was a brief discussion on the memorializing policy. Ms. Davis answered Ms. Mach's question stating that the policy went before the Planning and Recreation Advisory Board (PRAB), Community Relation Advisory Board (CRAB) and possibly Advisory Planning Board (APB). All the boards discussed it and then Council voted on it. Ms. Davis stated it wasn't a staff policy. Ms. Davis stated she isn't in favor naming buildings after donors. Mr. Roberts stated he wasn't in favor of naming buildings/parks after donors. Mayor Jordan stated the City needs to move towards a formal policy. He also advised he isn't in favor of naming buildings after donors.

Mayor Jordan advised he is interested in a narrower policy and have the current booklet on trees and benches reviewed and updated.

There was a discussion on the Naming Policy of 1992. Mr. Byrd questioned why parks/buildings were named after significant individuals prior to 1992. Ms. Davis stated that the City would run out of streets/buildings to name after individuals. Mayor Jordan stated it should be done on a case-by-case basis.

There was a discussion on the Wall of Honor Memorial. Mayor Jordan stated that Council should have a half work session to continue the discussion.

SPECIAL ORDERED – LETTER TO THE NAACP REGARDING MAGLEV

Mayor Jordan moved to special order #19, Letter to the NAACP Regarding Maglev, for immediate consideration. Mr. Byrd seconded the motion.

Mayor Jordan read the agenda comments.

Ms. Davis advised the reason for the letter is that the NAACP Maryland State Conference came out publicly to support the Maglev without consulting any of the communities/municipalities involved that are affected.

Mayor Jordan stated the letter would be more powerful if it was done in conjunction with neighboring municipalities like, Cheverly, Bladensburg, Riverdale Park, New Carrollton, College Park, and Prince George's County Councilmember Dannielle Glaros, to co-sign this type of letter.

There was a discussion on sending a letter to a private third party organization. Mr. Byrd stated the Council normally doesn't send letters to a private third party organization that supports or opposes a project. Ms. Mach stated this letter is to help the NAACP understand the Maglev project. Ms. Davis stated the NAACP is a well-respected organization and will carry a lot of strength behind their position.

Mr. Byrd moved that Mayor Jordan contact leadership throughout Prince George's County to write a joint letter to the NAACP to show that Cities throughout Prince George's County oppose the Maglev. Mr. Byrd moved to hold on sending the current letter and work towards sending a joint letter. Mayor Jordan seconded the motion.

There was a brief discussion on the timeframe when the letter will go out.

Ms. Mach stated she was going to vote against the motion. She stated the best approach was to send the Greenbelt letter first and then have the other municipalities send their letters explaining how the Maglev will affect their residents.

Ms. Davis suggested to defer action on the letter for two weeks at which time, if the mayors have prepared a group letter, the City would send the City letter after, there was a brief discussion on the timeframe. Mayor Jordan asked could this letter wait until the next Council Regular Meeting. He didn't think the letter was time sensitive. Mr. Roberts advised a month was too long, as two weeks was a reasonable amount of time.

Mayor Jordan seconded Ms. Davis' suggest motion to defer sending a City letter. Mayor Jordan stated the motion is to defer sending a letter from Greenbelt for two weeks pending feedback from other municipalities about the group letter.

The motion passed 5-0.

MARYLAND MUNICIPAL LEAGUE 2020 LEGISLATIVE REQUESTS

Mayor Jordan read the agenda comments.

Ms. Mach stated she was in favor with Mayor Jordan's idea on combining the following suggestions into one: Additional Revenue Sources Beyond Property Tax, Municipal Revenue Sharing Online Sales Tax and Online Sports Betting and Gambling.

Ms. Davis stated she was in favor of combining the Additional Revenue Sources.

Ms. Davis suggested adding Funding for Electric Vehicle Infrastructure as the second request.

Mr. Roberts stated he wasn't in favor of sports betting or online gambling.

There was a brief discussion on Regulation of Mobile Billboards.

Mr. Byrd stated he was in favor with the suggestions regarding Municipal Authority over Cell Towers, any Additional Revenue Sources, and Funding for Electric Vehicle Infrastructure.

Ms. Mach moved the following three proposed priorities for the MML 2020 Legislative Requests:

- Additional Revenue Sources Beyond Property Tax, including Online Sale Tax;
- Funding for Electric Vehicle Infrastructure; and
- Regulation of Mobile Billboards.

Mayor Jordan seconded the motion.

Mr. Pounds stated he and Ms. Hruby are setting up a meeting to review the City Ordinance on mobile billboards.

Ms. Mach advised she would remove Regulation of Mobile Billboards from her motion. Mayor Jordan stated he would remove his second.

Mr. Roberts moved to add Ban on Single Use Plastics as the third proposed priority for the MML 2020 Legislative request.

Mayor Jordan seconded the motion.

Ms. Mach amended her motion to replace Regulation of Mobile Billboards with Ban on Single Use Plastics as the third proposed priority for the MML 2020 Legislative Request.

The motion passed 5-0.

LETTER OF SUPPORT FOR UMD SMART CITIES GRANT APPLICATION

Mayor Jordan read the agenda comments.

Mayor Jordan moved to send a letter of support for the University of Maryland Smart Cities Coalition Grant Application.

Ms. Mach seconded the motion.

Ms. Davis stated she would support the letter with additional edits. Ms. Mach stated she is comfortable with the edits.

The motion passed 5-0.

Council Activities:

- Green Ridge House Picnic and Celebration (Mayor Jordan, Ms. Davis, Mr. Byrd, Ms. Mach, Mr. Putens and Ms. Pope)
- Maryland Municipal League Summer Conference (Mayor Jordan, Ms. Davis, Mr. Byrd, Ms. Mach, Mr. Putens and Ms. Pope)
- Commission for Women Retreat (Ms. Davis)
- Roosevelt Center Merchants Association Meeting (Ms. Davis)
- Central Maryland Transportation and Mobility Commission Meeting (Ms. Davis)
- Lady Angels vs the City Team (Mayor Jordan, Ms. Davis, and Mr. Byrd)

- Higher Achievement Greenbelt Center Ribbon Cutting (Mayor Jordan, Ms. Davis, and Mr. Byrd)
- American Legion Picnic (Mayor Jordan and Ms. Davis)
- Fireworks (Mayor Jordan and Ms. Davis)
- Prince George's County Chambers of Commerce Annual Meeting (Mayor Jordan)
- Peace Month Lecture on Israel Palestine Relationship (Mayor Jordan)
- Trinity Assembly of God Fireworks (Mayor Jordan)

Council Reports: None

MEETINGS: Council reviewed the meeting schedule.

Closed Session: Ms. Davis moved that Council schedule a Closed Session on July 15, 2019 at 7:00 pm, in accordance with the General Provisions Article 3-305(b) (1) of the General Provisions Article of the Annotated Code of the *Public General Laws of Maryland*, to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation performance evaluation of an appointee, employee or official over whom it has jurisdiction.

Ms. Mach seconded.

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

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

Mayor Jordan adjourned the regular meeting of Monday, July 8, 2019, at 10:53 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 July 8, 2019

Emmett V. Jordan
Mayor

WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, July 10, 2019, to discuss the Cherrywood Lane Complete and Green Streets Retrofit Project.

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, Rodney M. Roberts, and Mayor Emmett V. Jordan. Councilmembers Silke I. Pope and Edward V. J. Putens were both absent due to the Small Cities Conference.

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

Also present were: Robyn Barnhart, Charles P Johnson Associates (CPJ); Kathleen Gallagher, Greenbelt News Review; Keith Chernikoff, Benjamin Friedman, Syed Shamim and Nicole Williams, Advisory Planning Board; Bill Orleans and others.

Mayor Jordan stated that Cherrywood Lane is one of the longest streets in Greenbelt. The City received a grant from the Fish and Wildlife Administration for the initial concept plan. Ms. Hruby answered Mayor Jordan's question stating that 90% of the engineering plans are complete.

Ms. Barnhart answered Mayor Jordan's question stating the engineering plans are construction documents. The documents will have all the details and specifications that the contractor needs to construct the improvements to the road.

Ms. Barnhart provided a PowerPoint presentation.

Ms. Barnhart stated the project is broken down into three phases; Phase 1 is from the CVS parking lot on Greenbelt Road going northeast towards the traffic circle on Metro Drive; Phase 2 picks up from the end of Phase 1 and goes towards Kenilworth Ave; and Phase 3 is from the CVS to Rt. 193. Ms. Barnhart stated the vision line between Phase 1 and Phase 3 has been moved to up to Breezewood Drive to accommodate for the Beltway Plaza development that's in the works. Phase 3 is now Breezewood Drive to Greenbelt Road.

There was a brief discussion on the changes to Phase 1 and Phase 3. Mayor Jordan stated he wasn't comfortable with the changes. He noted the Beltway Plaza proposals don't affect the area on Breezewood Drive and the CVS driveway. Mayor Jordan said the stretch of Breezewood Drive is hazardous for bicyclists and pedestrians because it goes from two lanes to one lane. Ms. Davis said she is hoping that the Beltway Plaza Developers pay for the changes at the location. Ms. Hruby answered Mr. Roberts's question stating the change in the plans are a direct result in the approved conceptual site plan that followed the City's conceptual plan to do the phases. Ms. Hruby stated the City would see more of the preliminary plan in the fall.

Ms. Barnhart stated the project goals are to increase walkability, ensure pedestrian access to Greenbelt's transit system, and the recreational trails, physically protect the bike lane, reduce impervious area, and incorporate green stormwater infrastructure.

Ms. Barnhart said the key features of the proposal were to add grass medians, provide bike lanes on both sides of Cherrywood Lane, add a sidewalk along the west side of the road, add three bus stops, and include pedestrian lighting.

Ms. Barnhart explained the layers of the bioswales. Ms. Barnhart answered Ms. Davis's question stating the bioswales on Cherrywood Lane will be too narrow to support trees. She noted that shrubs or grass ornamental would be planted. Ms. Barnhart explained the existing stormwater drain structure will stay and the structure would help with the relief to take the excess water away. Ms. Barnhart answered Ms. Davis's question stating no stormwater system is maintenance free.

Ms. Barnhart advised CPJ is recommending where there is a conflict with existing utilities, like the water and sewer lines, use grass swales. The grass swales are suited for along the highways and roadway projects.

There was discussion on the proposed engineered plans. Ms. Barnhart answered Ms. Davis's question stating that the Franklin Park parking lots will not be closed. Ms. Barnhart noted there wouldn't be any restrictions to the turning movements to the parking lots or medians. Ms. Barnhart answered Mr. Roberts's question stating all the improvements are within the existing pavement area. Ms. Barnhart answered Mayor Jordan's question stating they already had conversations with WMATA, Prince George's County The Bus, and RTA, to add the additional bus stops on Cherrywood Lane.

There was discussion on the existing overflow parking spaces on Cherrywood Lane for the Springhill Lake Recreation Center. Mr. Chernikoff stated he disagreed with removing the swales for the overflow vehicles. Ms. Mach suggested an agreement between Franklin Park Apartments and Springhill Lake Recreation Center. Ms. Davis noted the distance between the proposed overflow parking location and the Springhill Lake Recreation Center. She said there's a walkway behind the Recreation Center to get to the fields. Ms. Howerton stated that Public Works would be handling the signage for the temporary overflow parking spaces.

Ms. Howerton stated the design should be completed by the end of the month and closing this part of the project by September 30th.

Mr. Byrd summarized Green ACES's report stating their concern about bike safety, the bioswales capacity, the impact of Beltway Plaza redevelopment, traffic, and the need to engage the neighboring communities as the plans move forward.

Ms. Hruby answered Mr. Byrd's question stating throughout the entire process, staff has been consulting with Public Works in reference to the trees in the median, the bioswales, grass channels, and the different types of landscapes.

Ms. Barnhart answered Mayor Jordan's question stating the electric bikes would use the bike lane. She indicated with electric scooters, there are pros and cons on being ridden on the sidewalk or in the bike lanes.

There was brief discussion on extending the plan to Breezewood Drive. Ms. Barnhart stated that adding a bike lane and sidewalk would require removing a travel lane and that would reduce the capacity of the roadway. She said that was one of the reasons to hold off doing that portion of

the road with the Beltway Plaza area. Ms. Davis suggested working with Beltway Plaza to extend the sidewalk down towards the bus stop.

Ms. Barnhart answered Mayor Jordan's question stating the existing lighting is on utility poles for vehicular traffic. The recommendation is pedestrian lighting using poles that are 25-30 feet high, to light the sidewalks and bike lanes.

There was a brief discussion on the current traffic pattern.

Information Items were discussed.

The meeting ended at 9:30 p.m.

Respectfully submitted,

*Shaniya Lashley-Mullen
Administrative Assistant*

DRAFT

WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, July 31, 2019, to meet with the Prince George's County Economic Development Corporation.

Mayor Jordan started the meeting at 7:32 p.m. The meeting was held in room 201 of the Greenbelt Community Center, 15 Crescent Road.

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

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

Also present were: Delegate Alonzo Washington; Ebony Stocks, Executive Vice President for the Prince George's County Economic Development Corporation (EDC); David Lewis, Business Development Director, EDC; Heather Tinelli, Business Development Director, EDC; Konrad Herling; Bill Orleans and others.

Ms. Stocks provided an update of the EDC. She noted Mr. David Iannucci became the President and CEO and she is now the Executive Vice President.

In reference to a question asked by Mayor Jordan, Ms. Stocks stated the EDC is a 501(c) (3) organization and she doesn't believe any municipalities have served on the EDC Board of Directors.

Ms. Stocks presented a PowerPoint presentation.

Ms. Stocks stated the two main focus of the EDC is to grow jobs in the County for the County residents and to grow the County's commercial tax base. Ms. Stocks said the EDC conducts site tours with local businesses. She indicated one of the focused strategies of the EDC is to grow and support the technology startups.

Ms. Stocks stated during the Small Business Appreciation Week in May, 150 businesses were visited and awarded.

There was brief discussion on Opportunity Zones. Mayor Jordan stated that Greenbelt isn't an Opportunity Zone. Mr. Putens asked about the criteria to become an Opportunity Zone. Mr. Putens indicated each municipality has its own unique culture. Ms. Stocks stated she would forward Mr. Putens information on the required criteria.

Ms. Stocks discussed the County Executive's priorities, stating she was bringing fresh food options to "food deserts" and the redevelopment of aging shopping centers. Ms. Mach stated "food deserts" are terrible and the County needs to get rid of them. Ms. Mach suggested establishing cooperative grocery stores. In reference to a question asked by Delegate Washington, Ms. Tinelli stated only 42 of the 241 shopping centers received a rating of "C" or worse during the 2017 Retail Market Study.

There was a discussion on the proposed Bureau of Engraving and Printing facility of the USDA Beltsville Agricultural Research Center (BARC) site. Mr. Roberts stated that BARC was an

important property and it does important research. Ms. Stocks explained the Bureau of Engraving and Printing was not building on open space. Mayor Jordan stated they were building on the abandoned space and uses within the existing footprint of BARC.

Ms. Liggins provided an update since the budget work session. She indicated she has been doing business outreach with current commercial property leasing agents and tenant brokers. Ms. Liggins said she has been working with current and former economic developers from other municipalities, the EDC and the Maryland Chamber of Commerce. She noted she was working with other organizations to strengthen collaboration opportunities to promote the City of Greenbelt.

Ms. Stocks answered Mayor Jordan's question stating the EDC just hired a business manager who handles health care. Mayor Jordan stated that health care should be local.

Ms. Stocks indicated that she promotes the Greenbelt Metro as a mixed-use site to the General Services Administration (GSA) and other federal agencies. She stated a parking garage needs to be built. Mr. Lewis said that all the work is done when WMATA is onboard. Mr. Putens asked has the space been promoted as incubator offices, coops or as open starter business offices.

There was discussion about childcare. Ms. Tinelli stated many of the big box stores in retail are turned into childcare centers. Ms. Mach advised to look into cooperative childcare or preschools. She noted they are good for the community and parents.

Mr. Herling suggested a shuttle service that services 10 major points within the City. He indicated it would provide easy access transportation and it would give the community character. Mayor Jordan said the purple line would be complete in the next 4 or 5 years.

There was a brief discussion on the vacancy rate in Greenbelt office buildings. Ms. Stocks stated Greenbelt has a 23.1% vacancy rate. Mr. Lewis stated the area vacancy rate is 20%. Mr. Herling asked what kind of incentive or tax credits bring business to Greenbelt. Mr. Herling explained the Green Business Tax Credit. Mr. Lewis stated he doesn't think anyone used it and the businesses need to be certified as a green business.

Ms. Liggins stated she would like to find ways to collaborate and share resources more with the EDC.

Information Items – were discussed.

The meeting ended at 9:40 p.m.

Respectfully submitted,

*Shaniya Lashley-Mullen
Administrative Assistant*

Work Session of the Greenbelt City Council held on Monday, October 7, 2019, in the Library of the Municipal Building.

Councilmembers present were Leta Mach, Silke Pope, Rodney Roberts, Colin A. Byrd and Judith Davis. Mayor Emmett Jordan had not yet arrived. Councilmember Edward Putens was absent due to a family emergency.

Staff present were Nicole Ard, City Manager; Todd Pounds, City Solicitor

Also present was Bill Orleans, resident.

Mayor ProTem Davis opened meeting to discuss information items at 7:34 pm.

Information Items:

Mr. Roberts shared a complaint regarding the animal shelter. Other councilmembers noted that they too received the same complaint and had already referred the matter to the City Manager and Police Department.

Councilmembers present discussed the recent shooting near the Greenbriar Community.

Councilmembers confirmed the date and time of the Police Department's October 10th Community meeting in Greenbriar's community building.

Councilmembers discussed needed Greenbelt Council representation at upcoming Prince George's County Municipal Association meetings.

Mr. Byrd shared a complaint received regarding the smell of burning wood at 49A Ridge Road. Ms. Pope added that she also talked to the complainant and that the person had been told that the Fire Department could not address the situation. Ms. Ard agreed to forward the concern to City Code Enforcement staff.

Mr. Byrd elaborated on his request for a new item to be added to the next Council agenda, "Trash at CVS Greenway". Mr. Byrd explained concern regarding the appearance of the Hanover Parkway store's parking lot. Ms. Ard noted that the location near other stores may be a challenge when addressing litter and related matters. Ms. Ard stated that she would refer the matter to Code Enforcement staff and ask for staff to communicate the concern to the property owner in advance of the meeting.

8:00 pm

Ms. Davis made a motion to enter into closed session citing State Law to consult with legal counsel on a legal matter regarding Maglev and proposed highway widening. Ms. Pope seconded

the motion. The motion was approved by a 5-0 vote, with Councilmembers Byrd, Mach, Pope, Roberts, and Davis in the affirmative. Mayor Jordan and Mr. Putens absent.

Mr. Bill Orleans re-entered the meeting and reiterated that he objected to the meeting and asked what legal counsel would be determining.

Respectfully Submitted,

Nicole Ard
City Manager

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Meeting Minutes

Agenda Section:

Subject:

Statement for the Record

Suggested Action:

Reference: Statement of Record - 10/07/2019

Closed Session of October 7, 2019: The following motion is needed:

In accordance with the General Provisions Article, Section 3-306(c)(2) of the Annotated Code of Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council met in executive session on Monday, October 7, 2019, at 8:00 p.m. in the Library of the Municipal Building. Council held this closed meeting in accordance with the General Provisions Article, §3-305(b)(7) of the Annotated Code of Public General Laws of Maryland, to consult with counsel to obtain legal advice.

The purpose of this meeting was regarding the Proposed MAGLEV and Beltway Widening Projects.

Vote to close session:

Ms. Davis - Yes

Mr. Byrd - Yes

Ms. Mach - Yes

Ms. Pope - Yes

Mr. Putens - Absent

Mr. Roberts - Yes

Mayor Jordan - Yes

The following staff members were in attendance: Nicole Ard, City Manager and Todd Pounds, City Solicitor.

Council took no actions during this session.

Attachments:

[Statement of Record-10.07.2019.pdf](#)

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

Date: 10/7/19 Time: 8:00 PM Location: MB Library

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

Members voting to close meeting:

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

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

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

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

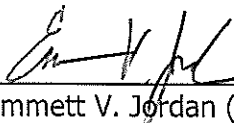
FOR EACH CITATION CHECKED ABOVE, THE REASONS FOR CLOSING AND TOPICS TO BE DISCUSSED:

§3-305(b) () #7 re legal counsel / ^{potential} ~~is~~ Magle v litigation

§3-305(b) () _____

§3-305(b) () _____

This statement is made by


Emmett V. Jordan (Signature of Presiding Officer)

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

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

STAFF/OTHERS/PRESENT:

Nicole And, Todd Pounds

TOPICS DISCUSSED:

Legal Counsel for Maglev

ACTION(S) TAKEN (IF ANY) AND RECORDED VOTES:

TIME CLOSED SESSION ADJOURNED:

8:31 PM

PLACE OF CLOSED SESSION:

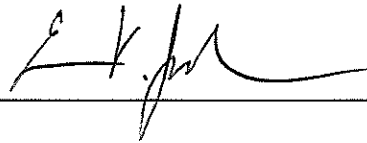
MB Library

PURPOSE OF CLOSED SESSION:

STATUTORY AUTHORITY FOR THE CLOSED SESSION: §3-305(b) (); (); ()

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

SIGNATURE OF PRESIDING OFFICER:



Form Revised: 3/14/18

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: Brian Townsend

Submitting Department: Public Works

Item Type: COMMUNICATIONS

Agenda Section:

Subject:

* Forest Preserve Advisory Board Report # 2019-05
(Enhancement to the Sunrise Tract)

Suggested Action:

Approval of this item on the consent agenda will indicate Council's acceptance of this report.

Attachments:

[FPAB Report to Council 2019-05_Sunrise fence_FINAL.pdf](#)

FOREST PRESERVE ADVISORY BOARD
REPORT TO COUNCIL

Report # 2019-05

SUBJECT: Enhancements to the Sunrise Tract

DATE: 17 September 2019

BACKGROUND: Several large dumpsters are adjacent to the Forest Preserve's Sunrise Tract at the end of Hanover Drive near the Greenbelt Dog Park. The presence of these dumpsters and the remoteness of the location can lead to littering, windblown trash, and the dumping of large items in the Forest Preserve. There is an existing three foot high plastic fence that is broken in some places that extends from the dog park fence to the end of Hanover Drive.

DISCUSSION: The plastic fence was likely effective at preventing windblown trash before it degraded, but was too short to be effective at preventing active littering and dumping. Residents using the dumpsters are unlikely to know that the adjacent forest is city-owned and is part of the Forest Preserve. Replacing the broken plastic fence would prevent windblown trash from entering the Preserve. A taller wooden split-rail fence in front of the plastic fence would enhance the aesthetics of the property and help reduce dumping while also not reducing visibility. An identification sign, similar to the large signs at other Forest Preserve tracts would inform residents that the forest is a part of the Preserve. One of the small regulatory signs that are posted at other Preserve tracts would help mitigate dumping.

RECOMMENDATION: Remove and replace the three-foot plastic fencing and install five-foot high split rail or other open-design wooden fence in front of the new plastic fencing. These fences should begin where dog park's fence ends and extend to the end of Hanover Drive (approximately 150') and then along the end of Hanover Drive behind the guardrail (approx. 75'). Install a "redwood" sign identifying the Sunrise Tract at this location and a Forest Preserve regulatory sign at this location.

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: Brian Townsend

Submitting Department: Public Works

Item Type: COMMUNICATIONS

Agenda Section:

Subject:

* Forest Preserve Advisory Board Report # 2019-06
(Proposal for a Firefly Sanctuary)

Suggested Action:

Approval of this item on the consent agenda will indicate Council's acceptance of this report.

Attachments:

[FPAB Report to Council 2019-6_FireflySanctuary_FINAL.pdf](#)

FOREST PRESERVE ADVISORY BOARD
REPORT TO COUNCIL

Report # 2019-06

SUBJECT: Proposal for a Firefly Sanctuary

DATE: 17 Sept. 2019

BACKGROUND: Mary Ann Canter spoke to Forest Preserve Advisory Board about her proposal for a Firefly Sanctuary at our August 29, 2019 meeting, which we discussed at our September 17, 2019 meeting.

DISCUSSION: There appear to be very few steps needed for creating a Firefly Sanctuary in Stream Valley Park:

- Keeping light levels low by not introducing a new light source or making a change in the type of light source that would adversely impact the fireflies, such as replacing the sodium light bulbs with LEDs;
- Maintaining the stream as a source of water;
- Mowing the edges of the field less frequently to allow taller grasses along the edges of the existing field;
- Eliminating applications of insecticides in the area;
- Posting informational signage

RECOMMENDATION: FPAB supports Ms. Cantor's proposal to create a firefly sanctuary in Stream Valley Park. We believe it would be worthwhile for the city to create such a delightful and educational natural resource, while still allowing the grassy area to be used informally by neighborhood children.

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: Greg Varda

Submitting Department: Recreation

Item Type: COMMUNICATIONS

Agenda Section:

Subject:

* Park and Recreation Advisory Board Report #19-8

(Greenbelt Tennis Association Request Concerning Tennis Court Lights)

Suggested Action:

Approval of this item on the consent agenda will indicate Council's acceptance of this report.

Attachments:

[PRAB Report GTA Lights 19-8.pdf](#)

**PARK AND RECREATION ADVISORY BOARD
REPORT TO CITY COUNCIL**

Subject: Greenbelt Tennis Association Request Concerning Tennis Court Lights

Background: Greenbelt Tennis Association (GTA) submitted a request to City Council for reduced rates for the use of tennis court lights, and Council referred the item to PRAB, who discussed the referral at the September 18, 2019 regular meeting.

GTA has been in existence since 1968. Based on GTA's FY20 Recognition Group Application, there are 150 active participants; 30% are Greenbelt residents and 98% of the participants are 18 or older. GTA's membership rate is \$20 per season. GTA is permitted to use Braden Field Tennis Courts 1-6 on Tuesdays and Fridays, May 21-October 25. During that period, GTA spends roughly \$500 to use the lights. The cost to use the lights is \$3/hour for each court. In FY19, the tennis court lights generated revenue of \$1,203. Upon request, GTA always receives free use of the Braden Field Tennis Courts.

Recommendation: PRAB discussed GTA's request to use the tennis court lights at a reduced rate. Since GTA has Basic Certification under the City's Recognition Group Policy, PRAB believes the GTA should follow the Recognition Group process. The GTA would be eligible to apply for a Project Grant for FY 2021.

Respectfully submitted by:
Jacob Chesnutt, PRAB Chair
Ric Gordon, PRAB Vice-Chair

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: Greg Varda

Submitting Department: Recreation

Item Type: COMMUNICATIONS

Agenda Section:

Subject:

*Park and Recreation Advisory Board Report # 19-9
(Proposal for a Firefly Sanctuary)

Suggested Action:

Approval of this item on the consent agenda will indicate Council's acceptance of this report.

Attachments:

[PRAB Report 19-9 Firefly Sanctuary.pdf](#)

**PARK AND RECREATION ADVISORY BOARD
REPORT TO CITY COUNCIL**

Subject: Firefly Sanctuary

Background: Ms. Canter submitted a request to City Council for the establishment of a firefly sanctuary along a portion of the stream valley park, and Council referred the item to PRAB. Ms. Canter presented and discussed the proposal with PRAB at the September 18, 2019 regular meeting.

Recommendations: PRAB supports the concept of a firefly sanctuary with the following caveats:

- The concept is appealing but a more formal plan and vision should be developed so that its merits can be evaluated and weighed against other factors.
- Fireflies are part of a larger group of pollinators. As such, a pollinator area would be more widely beneficial, and would provide both a daytime and nighttime opportunity to experience nature, as well as providing a longer range of insect activity and benefit to the community.
- Signage should be considered, as an educational tool on fireflies and other pollinators, as a way to explain why certain grassy areas are not being maintained to the same extent as other areas, and to clearly define the boundaries of the environmental area.
- Private property owners, and GHI, have existing rights to some spaces and would need to be contacted early on in planning and development.

Respectfully submitted by:
Jacob Chesnutt, PRAB Chair
Ric Gordon, PRAB Vice-Chair

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: Brian Townsend

Submitting Department: Public Works

Item Type: COMMUNICATIONS

Agenda Section:

Subject:

*Greenbelt Advisory Committee on Environmental Sustainability/Greenbelt Green Team Recommendation to Support
(Petition to Support Prince George's County CB-065-2019)

Suggested Action:

Approval of this item on the consent agenda will indicate Council's acceptance of this report. This item will appear later on tonight's agenda under item #16.

Attachments:

[Green ACES Recommendation to support CB-065-2019.pdf](#)



Greenbelt Advisory Committee on Environmental Sustainability

**GREENBELT ADVISORY COMMITTEE ON ENVIRONMENTAL SUSTAINABILITY
GREENBELT GREEN TEAM
October 4, 2019**

SUBJECT: Petition to Support Prince George's County CB-065-2019

BACKGROUND: Green ACES and the Green Team recently learned of a bill dealing with pesticides that Prince George's County is considering.

RECOMMENDATION: Green ACES and the Green Team recommend that City Council endorse, and send a letter of endorsement, to the County Council, supporting passage of CB-065-2019, an act concerning pesticides.

Following in the footsteps of Montgomery County, which passed similar legislation in 2015, and City Council's adoption of the Sustainable Land Care Policy report, the goal is to inform the public about pesticide applications and minimize the use of pesticides for cosmetic purposes, while not restricting the ability to use pesticides in agriculture, for the protection of public health, or for other public benefit.

Here is a link to the County Council bill CB-065-2019:

<https://princegeorgescountymd.legistar.com/LegislationDetail.aspx?ID=4144256&GUID=08061877-3CA0-4F67-90A2-6948EC107ECA&Options=ID|Text|&Search=>

This is a time-sensitive issue, since we understand that County Council intends to vote on this legislation before Thanksgiving.

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: Beverly Palau

Submitting Department: Administration

Item Type: Resolution

Agenda Section:

Subject:

A Resolution to Authorize the Negotiated Purchase for Captioning Services from Municipal Captioning Inc. at an estimated cost of \$12,960.

- 2nd Reading; Adoption

Suggested Action:

Reference:

Resolution

Memorandum, B. Palau, 10/09/2019

Quote, Municipal Captioning Inc., 07/17/2019

At the Regular Meeting on August 12, 2019, the City Council approved the selection of Municipal Captioning Inc. to provide captioning services for City Council meeting. Municipal Captioning provided a quote of \$12,960 for 30 hours of captioning a month, which is a little more than 5 hours a week. The quote also includes the hardware, installation and training.

Ms. Mach introduced this resolution for first reading at the September 9 meeting. At the Regular Meeting on September 23, 2019, the City Council postponed the resolution until the next meeting on October 15 and requested additional information. Included in Council's packet is a memorandum from Beverly Palau, Public Information and Communications Coordinator, which addresses the questions raised at the September 23 meeting.

It is recommended the Resolution be introduced for second reading and moved for adoption tonight.

Attachments:

[Municipal_Captioning_Resolution.pdf](#)

[Quote, Municipal Captioning Inc., 07/17/2019.pdf](#)

[Memo October 9, 2019.pdf](#)

Introduced: Ms. Mach
1st Reading: September 9, 2019
2nd Reading:
Passed:
Posted:
Effective:

RESOLUTION NUMBER XXXX

A RESOLUTION TO AUTHORIZE THE NEGOTIATED PURCHASE OF CAPTIONING SERVICES FROM MUNICIPAL CAPTIONING INC. AT AN ESTIMATED COST OF \$12,960.

WHEREAS, the City desires to provide captioning services for City Council meetings;
and

WHEREAS, City staff consulted with three vendors who provide this specialized service;
and

WHEREAS, after reviewing proposals from the three vendors staff recommended the City select Municipal Captioning Inc. who provided the lowest cost proposal and currently provides captioning services to the City of Laurel; and

WHEREAS, at the Regular Meeting on August 12, 2019, the City Council approved the selection of Municipal Captioning Inc. to provide this service. NOW, THEREFORE,

BE IT RESOLVED by the Council of the City of Greenbelt, Maryland, that the City Manager be authorized to contract with Municipal Captioning Inc. to provide captioning equipment and services at an estimated cost of \$12,960.

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of September 23, 2019.

Emmett V. Jordan, Mayor

ATTEST:

Bonita Anderson, City Clerk



QUOTE

Municipal Captioning Inc.
214 Muirfield Ridge Dr
Garner, North Carolina 27529
United States

Phone: 6172451744
Toll free: 8888986864
municipalcaptioning.com

BILL TO
Greenbelt, Maryland
Beverly Palau
25 Crescent Road, Greenbelt, MD 20770

bpalau@greenbeltmd.gov

Estimate Number: 1118

Estimate Date: July 17, 2019

Expires On: September 16, 2019

Grand Total (USD): \$12,960.00

Items	Quantity	Price	Amount
EN537 EEG EN537 Encoder purchase. Includes 2 years hardware warranty and 1 year software updates and support. After first year, optional support cost \$420 per year.	1	\$4,195.00	\$4,195.00
Lexi Annual - 30/month or 360/year One year of Automated Captioning with EEG Lexi-30, a plan that covers the first 30 hours each month. Additional hours in a given month are billed at \$17.50/hour	1	\$6,300.00	\$6,300.00
Shipping Shipping (Municipal Captioning provides free shipping to all Government Clients)	1	\$0.00	\$0.00
2-Days onsite training with Staff 2 days of professional training and workflow consulting from Municipal Captioning. This inclusive package rate includes all lodging, travel, and 2 days of training/consulting at the clients location.	1	\$2,465.00	\$2,465.00
Total:			\$12,960.00
Grand Total (USD):			\$12,960.00

Notes

Lexi Annual Plan can only be purchased directly from EEG Enterprises. EEG does not allow it to be resold the way that the EN537 and other hardware can be resold.

CITY OF GREENBELT-MEMORANDUM

To: Nicold Ard
City Manager

City Council

From: Beverly Palau
Public Information and
Communications Coordinator

RE: Municipal Captioning System

Date: October 9, 2019

At the City Council Meeting of August 12, 2019, I presented options for closed-captioning of City Council Meetings. I have been investigating this option for some time due to the fact that it was getting difficult to get sign language interpreters to cover entire meetings. The signers that we were using were leaving at 10:00pm. Our budget for sign language interpreters for FY 2020 was approved by City Council for the amount of \$9,000. The \$9,000 amount was based on interpreting City Council Meetings held in the Municipal Building. No money was budgeted for interpreting Council Meetings held off site, as City Staff had not directed to do so at the time the budget was being prepared.

Considering our budget, I realized that there was no way that the City could afford \$150 per hours that it costs to have humans captioning of meetings. I talked to other municipalities and discovered that they were using machine captioning. The machine captioning aspect of what I was proposing was clearly discussed at the meeting of August 12th. The fact that machine captioning was not perfect was also discussed at that meeting. Council did show concern about the accuracy, and suggested a one year trial. Council also suggested that we gather feedback during the one year trial. I also informed Council, that by purchasing this hardware and service that we could start captioning Wednesday night meetings also and still stay close to our budgeted amount. The item was passed by City Council.

After the approval, our relationship with our current signers changed once again. We were told that our costs would double. That cost would be way over the budgeted amount. I was informed by Municipal Captioning that it would take a couple of months to schedule and get the system in place. I felt that I needed to act quickly as to provide the City with an affordable solution for this current fiscal

I would like to provide answers to the questions and concerns that were raised at the City Council Meeting of September 23, 2019.

- The system is installed and functioning. I have been testing the system and working to improve its accuracy by adding vocabulary to its library. The system will get better over time and by

taking steps to improve our audio. It does have problems when there is background noise in the room and when several people are talking at once. For an example of how the system works after it has been in place for a while, please visit

<https://www.youtube.com/watch?v=P1ZLdDjrKGE>

- The system does closed-captioning live. That means, to see the captions you need to activate the captioning settings on your remote or television. They are not on the screen if you don't want them to be.
- Since the captioning is done by voice recognition and is live, there is no opportunity to correct the captioning later. The captioning is recorded onto the file as it is done. There is no human aspect to the system besides turning it on and off.
- The system can do translations, but at the cost of \$12 per hour/per language.
- Since the system consists of a piece of hardware installed on our system, there is no way for GATe to share in the use of the system. There is also no economy of scale. We have a set monthly cost and it is \$17.50 per hour if we go over. I believe that we will still be able to cover most meetings with the allotted time.
- The city has paid for the hardware which was around \$6,000. We were waiting for the approval of this item to pay the contractor the balance which is about \$6,200.
- We are committed to trying this system for a year, if the city is not satisfied by that time, we do not have to renew the service and can look for other solutions.

I am sorry I am not able to be there. The system has been installed following the Council approval that we received on August 12. I expect to be prepared to use the system by the Charter Meeting on November 11th.

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: Beverly Palau

Submitting Department: Administration

Item Type: LEGISLATION

Agenda Section:

Subject:

A RESOLUTION COMMENCING RENEWAL PROCEEDINGS UNDER THE FEDERAL CABLE COMMUNICATIONS POLICY ACT OF 1984 AND CONFIRMING AUTHORITY TO CONDUCT PROCEEDINGS AND TO TAKE SUCH ACTIONS AS ARE APPROPRIATE TO COLLECT INFORMATION AND OTHERWISE COMPLY WITH THE REQUIREMENTS OF THE FEDERAL CABLE COMMUNICATIONS POLICY ACT OF 1984

Suggested Action:

Reference:

Letter, 06/21/2019

Resolution

The City of Greenbelt received a letter from Verizon Maryland Inc on May 23, 2019, requesting the commencement of franchise renewal proceeding. The City's Franchise Agreement with Verizon is set to expire on January 8, 2022. The City responded to the receipt of that letter on June 24, 2019. Since the City's franchise is in the 30-36 month negotiating window outlined in the Section 626(h) of the Federal Cable Communications Policy Act of 1984 (Cable Act) we are required to pass a resolution commencing negotiations in order to obtain certain information, gather public comment and preserve our right in both the Formal and Informal Negotiating process. Once the resolution is passed, the City will contact Verizon that it has been done and we will begin the negotiating process. It is expected that the City will work with other municipalities and Prince George's County in a coalition on these negotiations.

It is suggested that Council introduce the Resolution for first reading at its meeting of October 15, 2019, and present a second reading and adoption at its meeting of October 28, 2019.

Attachments:

[Letter, 06/21/2019.pdf](#)

[Resolution.pdf](#)

1320 N. Courthouse Rd., 9th Floor
Arlington, VA 22201
(703) 558-9831
adrian.copiz@verizon.com

Adrian B. Copiz
Associate General Counsel

BY OVERNIGHT DELIVERY

June 21, 2019

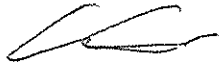
Michael McLaughlin
City Manager
City of Greenbelt
25 Crescent Road
Greenbelt, MD 20770

***Re: Franchise Renewal Notice Requesting Commencement of Formal
Renewal Proceedings under Section 626 of the Communications Act***

Dear Mr. McLaughlin:

Verizon Maryland LLC did not receive back confirmation of receipt of the enclosed certified mail letter dated May 23, 2019. To ensure your receipt of the enclosed letter, we are delivering this letter to you by overnight delivery.

Sincerely,

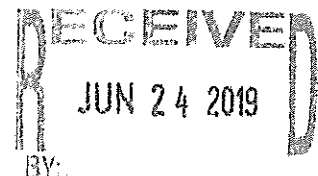


Adrian Copiz

Enclosure: May 23, 2019 Letter

verizon[✓]

6/24/19
cc: B. Pollack



verizon^v

Adrian Copiz, Esq.
orth Courthouse Rd, 9th Floor
Arlington, VA 22201



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05/23/2019

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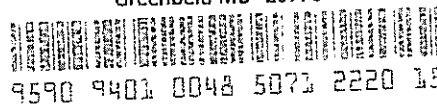
4822201

SENDER: COMPLETE THIS SECTION

- ☐ Complete items 1, 2, and 3.
- ☐ Print your name and address on the reverse so that we can return the card to you.
- ☐ Attach this card to the back of the mailpiece, or on the front if space permits.

1 Article Addressed to

Nicole Ard
~~Michael McLoughlin~~
City Manager
City of Greenbelt
25 Crescent Road
Greenbelt, MD 20770



9590 9401 0048 5071 2220 15

2 Article Number (Transfer from service label)

7014 2120 0003 2919 7602

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x Beverly J. Palau ☒ Agent ☐ Addressee

B. Received by (Printed Name)

Beverly J. Palau

C. Date of Delivery

6/24/19

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☒ No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- ☒ Certified Mail
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery

Mail
Mail Restricted Delivery
(00)

- Priority Mail Express[®]
- Registered Mail[™]
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation[™]
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

PS Form 3811, April 2015 PSN 7530-02-000-9053

Adrian Copiz
Assistant General Counsel
1320 N. Courthouse Road, 9th Floor
Arlington, Virginia 22201
703-558-9831
adrian.copiz@verizon.com

VERIZON

By U.S. Postal Service Certified Mail

May 23, 2019

Michael McLaughlin
City Manager
City of Greenbelt
25 Crescent Road
Greenbelt, MD 20770

***Re: Franchise Renewal Notice Requesting Commencement of Formal
Renewal Proceedings under Section 626 of the Communications Act***

Dear Mr. McLaughlin:

Verizon Maryland LLC ("Verizon") appreciates the opportunity to provide competitive cable service in the City of Greenbelt ("City"). Our records indicate that the cable television franchise granted by the City and held by Verizon expires on January 8, 2022. Section 626 of the Communications Act of 1934, as amended, delineates formal procedures to be followed to renew cable television franchises that must be invoked 30 - 36 months prior to franchise expiration or certain protections may be lost. As we are now in that time frame, by way of this letter Verizon gives notice that it seeks renewal of its cable television franchise and respectfully requests that the City commence renewal proceedings pursuant to Section 626(a).

While Verizon seeks to preserve its rights under the formal renewal process, the Communications Act also authorizes franchise renewal through good faith, informal negotiations. Section 626(h) contemplates an alternative renewal process that also affords public notice and opportunity for comment but does not require strict adherence to the substantive and procedural requirements outlined in the statute. I have enclosed a copy of Section 626 of the Communications Act for your review. The informal approach may be mutually beneficial. With the understanding that proceeding in this manner will not waive any of the rights of the parties under the formal process, Verizon is agreeable to discussing the terms of a renewal agreement with the City on an informal basis at a mutually convenient time.

Verizon is proud to serve the residents of the City of Greenbelt. We will contact you shortly to schedule a meeting to determine how best to proceed. We look forward to meeting with you and working with you on the franchise renewal.

Very truly yours,



Adrian Copiz

Enclosure: Communications Act Section 626 (47 U.S.C. § 546)

SEC. 626. [47 U.S.C. 546] RENEWAL.

(a)(1) A franchising authority may, on its own initiative during the 6-month period which begins with the 36th month before the franchise expiration, commence a proceeding which affords the public in the franchise area appropriate notice and participation for the purpose of (A) identifying the future cable-related community needs and interests, and (B) reviewing the performance of the cable operator under the franchise during the then current franchise term. If the cable operator submits, during such 6-month period, a written renewal notice requesting the commencement of such a proceeding, the franchising authority shall commence such a proceeding not later than 6 months after the date such notice is submitted.

(2) The cable operator may not invoke the renewal procedures set forth in subsections (b) through (g) unless--

(A) such a proceeding is requested by the cable operator by timely submission of such notice; or

(B) such a proceeding is commenced by the franchising authority on its own initiative.

(b)(1) Upon completion of a proceeding under subsection (a), a cable operator seeking renewal of a franchise may, on its own initiative or at the request of a franchising authority, submit a proposal for renewal.

(2) Subject to section 624, any such proposal shall contain such material as the franchising authority may require, including proposals for an upgrade of the

cable system.

(3) The franchising authority may establish a date by which such proposal shall be submitted.

(c)(1) Upon submittal by a cable operator of a proposal to the franchising authority for the renewal of a franchise pursuant to subsection (b), the franchising authority shall provide prompt public notice of such proposal and, during the 4-month period which begins on the date of the submission of the cable operator's proposal pursuant to subsection (b), renew the franchise or, issue a preliminary assessment that the franchise should not be renewed and, at the request of the operator or on its own initiative, commence an administrative proceeding, after providing prompt public notice of such proceeding, in accordance with paragraph (2) to consider whether--

(A) the cable operator has substantially complied with the material terms of the existing franchise and with applicable law;

(B) the quality of the operator's service, including signal quality, response to consumer complaints, and billing practices, but without regard to the mix or quality of cable services or other services provided over the system, has been reasonable in light of community needs;

(C) the operator has the financial, legal, and technical ability to provide the services, facilities, and equipment as set forth in the operator's proposal; and

(D) the operator's proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

(2) In any proceeding under paragraph (1), the cable operator shall be afforded adequate notice and the cable operator and the franchise authority, or its designee, shall be afforded fair opportunity for full participation, including the right to introduce evidence (including evidence related to issues raised in the proceeding under subsection (a)), to require the production of evidence, and to question witnesses. A transcript shall be made of any such proceeding.

(3) At the completion of a proceeding under this subsection, the franchising authority shall issue a written decision granting or denying the proposal for renewal based upon the record of such proceeding, and transmit a copy of such decision to the cable operator. Such decision shall state the reasons therefor.

(d) Any denial of a proposal for renewal that has been submitted in compliance with subsection (b) shall be based on one or more adverse findings made with respect to the factors described in subparagraphs (A) through (D) of subsection (c)(1), pursuant to the record of the proceeding under subsection (c). A franchising authority may not base a denial of renewal on a failure to substantially comply with the material terms of the franchise under subsection (c)(1)(A) or on events considered under subsection (c)(1)(B) in any case in which a violation of the franchise or the events considered under subsection (c)(1)(B) occur after the

effective date of this title unless the franchising authority has provided the operator with notice and the opportunity to cure, or in any case in which it is documented that the franchising authority has waived its right to object, or the cable operator gives written notice of a failure or inability to cure and the franchising authority fails to object within a reasonable time after receipt of such notice.

(e)(1) Any cable operator whose proposal for renewal has been denied by a final decision of a franchising authority made pursuant to this section, or has been adversely affected by a failure of the franchising authority to act in accordance with the procedural requirements of this section, may appeal such final decision or failure pursuant to the provisions of section 635.

(2) The court shall grant appropriate relief if the court finds that--

(A) any action of the franchising authority, other than harmless error, is not in compliance with the procedural requirements of this section; or

(B) in the event of a final decision of the franchising authority denying the renewal proposal, the operator has demonstrated that the adverse finding of the franchising authority with respect to each of the factors described in subparagraphs (A) through (D) of subsection (c)(1) on which the denial is based is not supported by a preponderance of the evidence, based on the record of the proceeding conducted under subsection (c).

(f) Any decision of a franchising authority on a proposal for renewal shall not be considered final unless all administrative review by the State has occurred or the opportunity therefor has lapsed.

(g) For purposes of this section, the term "franchise expiration" means the date of the expiration of the term of the franchise, as provided under the franchise, as it was in effect on the date of the enactment of this title.

(h) Notwithstanding the provisions of subsections (a) through (g) of this section, a cable operator may submit a proposal for the renewal of a franchise pursuant to this subsection at any time, and a franchising authority may, after affording the public adequate notice and opportunity for comment, grant or deny such proposal at any time (including after proceedings pursuant to this section have commenced). The provisions of subsections (a) through (g) of this section shall not apply to a decision to grant or deny a proposal under this subsection. The denial of a renewal pursuant to this subsection shall not affect action on a renewal proposal that is submitted in accordance with subsections (a) through (g).

(i) Notwithstanding the provisions of subsections (a) through (h), any lawful action to revoke a cable operator's franchise for cause shall not be negated by the subsequent initiation of renewal proceedings by the cable operator under this section.

Introduced:
First Reading: October 15, 2019
Passed:
Posted:
Effective:

RESOLUTION NUMBER

A RESOLUTION COMMENCING RENEWAL PROCEEDINGS UNDER THE FEDERAL CABLE COMMUNICATIONS POLICY ACT OF 1984 AND CONFIRMING AUTHORITY TO CONDUCT PROCEEDINGS AND TO TAKE SUCH ACTIONS AS ARE APPROPRIATE TO COLLECT INFORMATION AND OTHERWISE COMPLY WITH THE REQUIREMENTS OF THE FEDERAL CABLE COMMUNICATIONS POLICY ACT OF 1984

WHEREAS, the City of Greenbelt, Maryland ("City") granted a franchise to provide cable television service to Verizon Maryland Inc. ("franchisee") pursuant to the Cable Communications Franchise Agreement between the City and franchisee, made and entered into on January 8, 2007 (the "Franchise Agreement"); and

WHEREAS, by its terms, the Franchise Agreement, as amended, is scheduled to expire on or about January 8, 2022; and

WHEREAS, by letter from the franchisee to the City dated May 23, 2019, and received by the City on May 28, 2019, the franchise requested that the City commence renewal proceedings in accordance with Section 626(a) of the Cable Communications Policy Act of 1984 ("Cable Act") and, at the same time, expressed its view that the informal renewal process set forth in Section 626(h) of the Cable Act may be preferable for all concerned; and

WHEREAS, Section 626(a) of the Cable Act provides that during the 6-month period which begins with the 36th month before franchise expiration, a cable operator may request a franchising authority to commence certain proceedings relating to determining whether to renew a cable franchise; and

WHEREAS, by letter dated May 23, 2019, the franchisee has requested the City to commence such proceedings; and

WHEREAS, the City is desirous of commencing such proceedings pursuant to Section 626(a) of the Cable Act and, at the same time, of also considering the possibility of pursuing the informal renewal process with the franchisee pursuant to Section 626(h) of the Cable Act; and

WHEREAS, the City must provide the public with notice of and an opportunity to participate in proceedings under Section 626(a) of the Cable Act, and such proceedings may involve the collection and analysis of information from the franchisee, the public and other interested parties and may require a series of public hearings; and

WHEREAS; the City desires that such proceedings be conducted through the office of the City Manager and intends to authorize the City Manager to take such steps as are required to comply with all the requirements of the Cable Act;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GREENBELT, MARYLAND, THAT:

1. The City hereby commences renewal proceedings pursuant to Section 626(a) of the Cable Act.

2. The City Manager or her designee, is authorized to conduct proceedings in accordance with Section 626(a) of the Cable Act, and to negotiate with the franchise concerning matters relating to franchise renewal.

3. The City Manager or her designee, is authorized to establish procedures and dates for conduct of any hearings related to the Section 626(a) proceeding and to establish procedures and dates for submission of testimony and other information in connection with the proceeding.

4. The City Manager or his designee, is authorized to request the franchisee to submit such information as may be deemed appropriate in connection with the proceeding, to gather such other information from other persons or sources as may be deemed appropriate, and to take such further steps as may be required to ensure the public's interest are fully protected.

5. The City Manager or her designee, is authorized to explore with the franchisee the possibility of pursuing the informal renewal process under Section 626(h) of the Cable Act.

6. The City Manager or her designee, shall keep the Mayor and City Council fully apprised of the status and progress of franchise renewal proceedings and negotiations.

7. This resolution shall be in full force and effect upon its adoption.

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

_____.

Emmett Jordan, Mayor

ATTEST:

Bonita Andersen, City Clerk

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: Terri Hruby

Submitting Department: Planning

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

Greenbelt Homes Incorporated Right-of-Way Memorandum of Understanding (MOU)

Suggested Action:

Reference:

Letter, N. Ard, 03/04/2019

Memorandum of Understanding

Over the last several years the City has been working with Greenbelt Homes, Inc. (GHI) to address areas in GHI where there are conflicts between historic yard lines and city rights-of-way. The most serious conflicts were resolved with the City agreeing to vacate portions of city rights-of-ways GHI has identified 171 remaining conflicts (also referred to as encroachment areas) ranging in size from 1 foot in many areas to 25 feet in a few, and has requested that the City execute a right-of-way agreement that states what GHI members can do within the encroachment areas, and assigns responsibilities.

GHI has submitted an Agreement for City Council consideration. The intent of the agreement is not to deny GHI members reasonable use of the area of their historic yard where it overlaps with City rights-of-way.

Planning staff and the City Solicitor have reviewed the draft agreement and have recommended a couple minor revisions to address the City's desire to minimize activities within the conflict areas when feasible, and to protect the city's interest if a conflict needs to be removed by the City in the future.

Staff recommends the City Council approve the Agreement, as amended.

Attachments:

[MOU - GHI Yards in city right of way - 03 04 19.pdf](#)

[Memorandum of Understanding_GHI ROW.pdf](#)



GREENBELT HOMES, INC.

HAMILTON PLACE, GREENBELT, MARYLAND 20770

Area Code (301) 474-4161 Fax (301) 474-4006



March 4, 2019

Ms. Nicole Ard
Manager, City of Greenbelt
25 Crescent Road
Greenbelt, MD 20770

Subject: Draft MOU re: GHI Yards in City of Greenbelt Rights-of-Way

Dear Ms. Ard,

I would like to thank the Greenbelt City Council and City staff for the actions you took during 2009 to 2017, that resulted in the relocation of City rights-of-way to eliminate very significant encroachments by Greenbelt Homes Inc. (GHI) homes and yards at thirteen locations.

Attachment #1 to this letter lists the remaining one hundred and seventy one addresses, whose yard boundaries overlap with street rights-of-way. The yard boundaries protrude into street rights-of-way by approximately a foot at many addresses to as much as twenty-five feet at a few addresses.

During the City of Greenbelt/GHI work session on July 16, 2018, you requested GHI to submit a draft Memorandum of Understanding (MOU) for the City's consideration, whereby the City of Greenbelt would grant a perpetual license to GHI for the continued use and maintenance of the encroachment areas as residential yard areas.

GHI subsequently requested our corporate attorney, Mr. Joe Douglass, of the firm Whiteford, Taylor & Preston, LLP to prepare the draft MOU that is Attachment #2 to this letter. GHI's Board of Directors reviewed and accepted the draft MOU during a recent Board meeting and requested that it be sent to the City of Greenbelt for consideration.

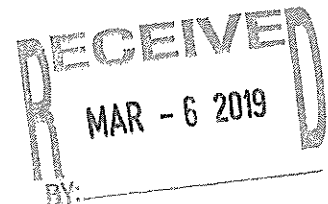
Please contact me if you need any additional information during your review of the draft MOU.

Yours sincerely,

Eldon Ralph, General Manager

cc: GHI Board of Directors
GHI Audit Committee

3/7/19
cc: Council
T. Hruby
J. Sterling
T. Pounds (email)



Enclosures: Attachment #1 – List of 171 addresses that overlap with street rights-of-way
Attachment #2 –Draft Memorandum of Understanding (MOU)

GHI Addresses Whose Yard Boundaries Protrude into City Right of Ways

1A Crescent Rd.
1B Crescent Rd.
2A Crescent Rd.
2B Crescent Rd.
2C Crescent Rd.
2D Crescent Rd.
4H Crescent Rd.
5A Crescent Rd.
5B Crescent Rd.
7K Crescent Rd.
8A Crescent Rd.
8B Crescent Rd.
10A Crescent Rd.
10B Crescent Rd.
2A Eastway
2M Eastway
3A Eastway
1A Gardenway
2A Gardenway
2T Gardenway
5A Gardenway
5M Gardenway
7A Hillside Rd.
7B Hillside Rd.
7C Hillside Rd.
7D Hillside Rd.
8D Hillside Rd.
9A Hillside Rd.
9B Hillside Rd.
9C Hillside Rd.
9D Hillside Rd.
11A Hillside Rd.
11H Hillside Rd.
13A Hillside Rd.
13B Hillside Rd.
13C Hillside Rd.
13Z3 Hillside Rd.
19M Hillside Rd.
22H Hillside Rd.
1E Laurel Hill Rd.

1F Laurel Hill Rd.
1G Laurel Hill Rd.
7A Laurel Hill Rd.
7B Laurel Hill Rd.
10J Laurel Hill Rd.
10K Laurel Hill Rd.
10L Laurel Hill Rd.
10M Laurel Hill Rd.
10N Laurel Hill Rd.
10P Laurel Hill Rd.
14A Laurel Hill Rd.
2K Northway
2M Research Rd.
6A Research Rd.
6B Research Rd.
7J Research Rd.
1A Ridge Rd.
1B Ridge Rd.
1C Ridge Rd.
1D Ridge Rd.
2A Ridge Rd.
2B Ridge Rd.
3A Ridge Rd.
3H Ridge Rd.
5A Ridge Rd.
5K Ridge Rd.
7A Ridge Rd.
7B Ridge Rd.
7C Ridge Rd.
7D Ridge Rd.
7E Ridge Rd.
7F Ridge Rd.
9A Ridge Rd.
9M Ridge Rd.
11A Ridge Rd.
11V Ridge Rd.
13A Ridge Rd.
14A Ridge Rd.
14B Ridge Rd.
14C Ridge Rd.

14D Ridge Rd.
14W Ridge Rd.
14X Ridge Rd.
14Y Ridge Rd.
14Z Ridge Rd.
15A Ridge Rd.
15B Ridge Rd.
15C Ridge Rd.
15D Ridge Rd.
16K Ridge Rd.
17A Ridge Rd.
19A Ridge Rd.
19V Ridge Rd.
25A Ridge Rd.
25B Ridge Rd.
25C Ridge Rd.
25D Ridge Rd.
25E Ridge Rd.
25F Ridge Rd.
25G Ridge Rd.
25H Ridge Rd.
27A Ridge Rd.
27B Ridge Rd.
29B Ridge Rd.
30A Ridge Rd.
31A Ridge Rd.
31B Ridge Rd.
31C Ridge Rd.
31D Ridge Rd.
32K Ridge Rd.
33A Ridge Rd.
33V Ridge Rd.
34A Ridge Rd.
35A Ridge Rd.
36R Ridge Rd.
37L Ridge Rd.
39A Ridge Rd.
39M Ridge Rd.
41A Ridge Rd.
41B Ridge Rd.

GHI Addresses Whose Yard Boundaries Protrude into City Right of Ways

43A Ridge Rd.
43B Ridge Rd.
43C Ridge Rd.
43D Ridge Rd.
43E Ridge Rd.
43F Ridge Rd.
45T Ridge Rd.
47A Ridge Rd.
47B Ridge Rd.
47C Ridge Rd.
47D Ridge Rd.
47E Ridge Rd.
47F Ridge Rd.
50F Ridge Rd.
51P Ridge Rd.
53A Ridge Rd.
55A Ridge Rd.
55M Ridge Rd.

57T Ridge Rd.
62A Ridge Rd.
62B Ridge Rd.
62C Ridge Rd.
62D Ridge Rd.
62E Ridge Rd.
62F Ridge Rd.
62G Ridge Rd.
62H Ridge Rd.
65G Ridge Rd.
65H Ridge Rd.
65J Ridge Rd.
73T Ridge Rd.
1A Southway
8A Southway
9R Southway
10X Southway
1C Westway

1D Westway
1E Westway
1H Westway
2A Westway
1A Woodland Way
1B Woodland Way
2A Woodland Way
2B Woodland Way
2C Woodland Way
2D Woodland Way
3 Woodland Way
4 Woodland Way
5 Woodland Way
6 Woodland Way
7 Woodland Way

AGREEMENT

This Agreement is entered into as of _____, 20____, by and between Greenbelt Homes, Inc. ("GHI"), the address of which is 1 Hamilton Place, Greenbelt, Maryland 20770, and the City of Greenbelt, Maryland ("City"), the address of which is 25 Crescent Road, Greenbelt, Maryland 20770.

Recitals

A. GHI is the cooperative housing corporation that owns certain real property, including residential and other structures, yards and common areas ("GHI Property") that are occupied and used by GHI's members and other residents of the community known as Greenbelt Homes ("Community").

B. City is the municipality responsible for construction and maintenance of public streets passing through the Community, and, in connection therewith, has certain street rights of way ("Rights of Way") over GHI Property.

C. A property line survey performed by GHI has determined that certain residential yard areas in the Community encroach on the Rights of Way in certain areas identified on Exhibit A to this Agreement ("Encroachment Areas").

D. City is willing to enter into this Agreement to permit continued use of the Encroachment Areas, subject to the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration, the parties agree as follows.

1. City hereby grants a perpetual license to GHI, and its agents, employees, members and residents, for the continued use and maintenance of the Encroachment Areas as residential yard areas, substantially similar to the uses and maintenance of the Encroachment Areas as of the date of this Agreement, subject to the terms and conditions hereof.

2. Accessory structures located in whole or in part in the Encroachment Areas may remain and shall be maintained in good repair. If an accessory structure is destroyed, abandoned or not maintained in safe condition, GHI shall require such accessory structure to be repaired, or to be removed and not replaced. City shall provide not less than 30 days' written notice to GHI of any accessory structure in need of repair, removal or replacement.

3. Portions of any yards in Encroachment Areas may be used in any manner consistent with established and historic residential yard uses in the Community. Uses of

yards in Encroachment Areas may, subject to the prior written approval of GHI, include installation and maintenance of plantings, gardens, decks, patios, play sets, arbors, fences, and other uses consistent with established and historic yard uses in the Community, so long as such uses also comply with applicable zoning, historic district codes and regulations (if any), and applicable City codes and regulations.

4. Any new structure or new structural feature to be constructed in an Encroachment Area (other than plantings and other landscaping improvements) must be approved by City and by GHI.

5. Any landscaping, fence, structure or other feature located within an Encroachment Area shall not obscure required public access or sight-lines necessary for safe motor vehicle and/or pedestrian movement.

6. Upon not less than 90 days' written notice to GHI, City may order removal of any structure, landscaping, or other feature within an Encroachment Area, for a bona fide public purpose, which public purpose shall be specified in the notice to GHI. This shall not be construed to require removal of any existing housing units or garages, or any additions thereto.

7. The user of any structure or yard within an Encroachment Area shall indemnify and hold City harmless from and against any and all claims, injuries, damages, expenses or liabilities arising in connection with the use of the Encroachment area by the user. City shall indemnify and hold GHI and its directors, officers, members, agents and employees, and residents of the Community, harmless from and against any and all claims, injuries, damages, expenses or liabilities arising in connection with the use of the Rights of Way or any Encroachment Area by City or its employees, agents or contractors.

8. This Agreement shall bind and inure to the benefit of the parties and their successors and assigns. Upon recordation in the land records of Prince George's County, Maryland, the provisions of this Agreement shall constitute covenants running with the land, enforceable by and against GHI and its successors and assigns as owners of the Common Area, and enforceable by and against City and City's successors and assigns as beneficiaries of the Rights of Way. From the date of such recordation, subject to the right of the parties and their successors and assigns to amend, modify or terminate this Agreement as more fully set forth below, this Agreement shall bind the GHI Property and the Encroachment Areas.

9. This Agreement shall be enforced and construed under the laws of Maryland, without regard to conflict of laws principles. Venue for any legal action to enforce this Agreement shall be in the Circuit Court of Prince George's County, Maryland. Each party waives any and all rights to a trial by jury for all civil actions or proceedings involving a dispute arising out of or relating to this Agreement.

10. This Agreement constitutes the entire agreement between the parties, and no other agreement with respect to the matters herein is or shall be binding on the parties or their successors or assigns, except by written amendment, modification or termination of this Agreement, signed by the parties or their respective successors or assigns and recorded in the land records of Prince George's County, Maryland. The Board of Directors of GHI shall have the power to authorize any such written amendment, modification or termination, and to authorize an officer or officers of GHI to execute any such instrument on GHI's behalf.

11. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule, such invalidity, illegality, or unenforceability will not affect any other provision or provisions of this Agreement.

12. This Agreement, and any amendments hereto, may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

13. Notices under this Agreement shall be in writing and shall be hand delivered or sent by first class U.S. Mail or recognized overnight courier service to the parties at the addresses set forth above. Notices sent by mailing shall be deemed received four days after deposit in the U.S. Mail. Either party shall have the right to designate other addresses for purposes of notice from time to time, but any such designation shall be in writing and must actually be received by the party to whom it is directed.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

GREENBELT HOMES, INC.

ATTEST:

By: _____
President

Secretary

CITY OF GREENBELT

By: _____

Title
State of Maryland)

_____) ss:
County)

I HEREBY CERTIFY that on the _____ day of _____ ,
20____ , before me, the subscriber, a Notary Public, personally appeared
_____, **President of Greenbelt Homes,**
Inc., who acknowledged him/herself to be the person whose name is signed to the
foregoing instrument, and acknowledged the foregoing instrument to be the act of
Greenbelt Homes, Inc.

WITNESS my hand and Seal.

Notary Public

My commission expires: _____

State of Maryland)
_____) ss:
County)

I HEREBY CERTIFY that on the _____ day of _____ ,
20____ , before me, the subscriber, a Notary Public, personally appeared
_____, **Secretary of Greenbelt Homes,**
Inc., who acknowledged him/herself to be the person whose name is signed to the
foregoing instrument, and acknowledged the foregoing instrument to be the act of
Greenbelt Homes, Inc.

WITNESS my hand and Seal.

Notary Public

My commission expires: _____

State of Maryland)

_____ County)
) ss:

I HEREBY CERTIFY that on the _____ day of _____
, 20_____, before me, the subscriber, a Notary Public, personally appeared
_____, who acknowledged him/herself to
be the person whose name is signed to the foregoing instrument, and acknowledged the
foregoing instrument to be the act of the City of Greenbelt, Maryland.

WITNESS my hand and Seal.

Notary Public

My commission expires: _____

EXHIBIT A

IDENTIFICATION OF ENCROACHMENT AREAS

(Attached)

City of Greenbelt, Maryland
Memorandum

TO: Michael P. McLaughlin, City Manager
FROM: Celia W. Craze, Planning and Community Development Director
DATE: June 10, 2005
SUBJECT: Suggested guidelines for GHI units/yards within right-of-way

Several months ago department staff met with GHI staff and members of the yard line subcommittee to discuss a GHI program to reestablish the historic yard lines and areas for the GHI units, as well as addressing the situations where yards and street right-of-ways overlap. In the past the city has addressed such overlap conditions, particularly when we were doing street projects, with entry agreements or other informal agreements that specify rights and responsibilities regarding repair or replacement of yard improvements that are within the right-of-way.

According to the information provided by GHI staff, the encroachment range from small areas of a yard, to portions of the original housing unit. The potential that the city might take claim to the right-of-way is a concern to GHI and its members, particularly related to the resale of such impacted units. GHI therefore initiated a discussion with the city to explore avenues to define and secure yard and unit rights for those units that encroached into the right-of-way.

In attempting to frame a policy for Council's consideration, city staff worked from the dual assumptions that first, the city would not abandon the right-of-way, and second, that the primary emphasis would be to protect the historic community by allowing for continued use of units and yards, even when a right-of-way encroachment existed. Based on that perspective, the following draft guidelines were prepared.

1. Original dwelling units, garages and other structures within the city right-of-way may remain and can be maintained, repaired or replaced (if destroyed), in accordance with the original structure foot print and town plan. The unit, garage or structure may not be enlarged into the public right-of-way.
2. Existing additions to housing units which are within the right-of-way may remain and may be maintained or repaired, in kind, without further enlargement. If destroyed, any portion of the structure encroaching in the right-of-way may not be replaced.

3. Accessory structures located in whole or in part in the right-of-way may remain and shall be maintained in good repair, so long as it is continually used. Accessory structures may be repaired if the area or cost of the repair does not exceed 25% of the building structure or value. If destroyed or damaged beyond 25% of area or value, abandoned, or not maintained consistent with applicable codes or regulations, it shall be removed and not replaced. The city shall provide 30 days notice to GHI, except for emergency situations, of any structure or improvement in need of repair, removal or replacement.
4. The city may order removal of any accessory structure, landscaping, or other feature within a yard, for public purpose. This shall not include original housing units, garages or structures, or additions thereto which conform to this policy.
5. Yards may be used consistent with established and historic yard lines. Use of the yard may include non-permanent use, such as gardens, decks, patio, yard, play sets, arbors, fences, so long as the uses are consistent with zoning, historic district (if any), and city codes and regulations.
6. Use of the right-of-way does not convey ownership.
7. Any new structure or structural feature, permanent or not, being placed in the right-of-way must be approved by the City of Greenbelt. This does not include landscaping.
8. Any landscaping, fence or other feature, located within the right-of-way, shall not obscure public access or views associated for safe motor vehicle and/or pedestrian movement.
9. Any occupation or use of the right-of-way consistent with these guidelines may be limited, modified, removed or replaced, by order of the city, should it be necessary for public safety or public use.
10. The user of any structure, use or yard within the city right-of-way shall hold the city harmless from any claims or liabilities.
11. All users of structures, or yards found to be within the city right-of-way must acknowledge these guidelines, by signature, in order to benefit from the provisions contained herein.

cc. Robert Manzi
James Sterling
Terri Hruby

AGREEMENT

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Recitals

A. GHI is the cooperative housing corporation that owns certain real property, including residential and other structures, yards and common areas ("GHI Property") that are occupied and used by GHI's members and other residents of the community known as Greenbelt Homes ("Community").

B. City is the municipality responsible for construction and maintenance of public streets passing through the Community, and, in connection therewith, has certain street rights of way ("Rights of Way") over GHI Property.

C. A property line survey performed by GHI has determined that certain residential yard areas in the Community encroach on the Rights of Way in certain areas identified on Exhibit A to this Agreement ("Encroachment Areas").

D. City is willing to enter into this Agreement to permit continued use of the Encroachment Areas, subject to the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration, the parties agree as follows.

1. City hereby grants a perpetual license to GHI, and its agents, employees, members and residents, for the continued use and maintenance of the Encroachment Areas as residential yard areas, substantially similar to the uses and maintenance of the Encroachment Areas as of the date of this Agreement, subject to the terms and conditions hereof.

2. Accessory structures located in whole or in part in the Encroachment Areas may remain and shall be maintained in good repair. If an accessory structure is destroyed, abandoned or not maintained in safe condition, GHI shall require such accessory structure to be repaired, or to be removed and not replaced. City shall provide not less than 30 days' written notice to GHI of any accessory structure in need of repair, removal or replacement.

3. Portions of any yards in Encroachment Areas may be used in any manner consistent with established and historic residential yard uses in the Community. Uses of

yards in Encroachment Areas may, subject to the prior written approval of GHI, include installation and maintenance of plantings, gardens, decks, patios, play sets, arbors, fences, and other uses consistent with established and historic yard uses in the Community, so long as such uses also comply with applicable zoning, historic district codes and regulations (if any), and applicable City codes and regulations.

4. Any new structure or new structural feature to be constructed in an Encroachment Area (other than plantings and other landscaping improvements) must be approved by City and by GHI.

5. Any landscaping, fence, structure or other feature located within an Encroachment Area shall not obscure required public access or sight-lines necessary for safe motor vehicle and/or pedestrian movement.

6. Upon not less than 90 days' written notice to GHI, City may order removal of any structure, landscaping, or other feature within an Encroachment Area, for a bona fide public purpose, which public purpose shall be specified in the notice to GHI. This shall not be construed to require removal of any existing housing units or garages, or any additions thereto.

7. The user of any structure or yard within an Encroachment Area shall indemnify and hold City harmless from and against any and all claims, injuries, damages, expenses or liabilities arising in connection with the use of the Encroachment area by the user. City shall indemnify and hold GHI and its directors, officers, members, agents and employees, and residents of the Community, harmless from and against any and all claims, injuries, damages, expenses or liabilities arising in connection with the use of the Rights of Way or any Encroachment Area by City or its employees, agents or contractors.

8. This Agreement shall bind and inure to the benefit of the parties and their successors and assigns. Upon recordation in the land records of Prince George's County, Maryland, the provisions of this Agreement shall constitute covenants running with the land, enforceable by and against GHI and its successors and assigns as owners of the Common Area, and enforceable by and against City and City's successors and assigns as beneficiaries of the Rights of Way. From the date of such recordation, subject to the right of the parties and their successors and assigns to amend, modify or terminate this Agreement as more fully set forth below, this Agreement shall bind the GHI Property and the Encroachment Areas.

9. This Agreement shall be enforced and construed under the laws of Maryland, without regard to conflict of laws principles. Venue for any legal action to enforce this Agreement shall be in the Circuit Court of Prince George's County, Maryland. Each party waives any and all rights to a trial by jury for all civil actions or proceedings involving a dispute arising out of or relating to this Agreement.

10. This Agreement constitutes the entire agreement between the parties, and no other agreement with respect to the matters herein is or shall be binding on the parties or their successors or assigns, except by written amendment, modification or termination of this Agreement, signed by the parties or their respective successors or assigns and recorded in the land records of Prince George's County, Maryland. The Board of Directors of GHI shall have the power to authorize any such written amendment, modification or termination, and to authorize an officer or officers of GHI to execute any such instrument on GHI's behalf.

11. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule, such invalidity, illegality, or unenforceability will not affect any other provision or provisions of this Agreement.

12. This Agreement, and any amendments hereto, may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

13. Notices under this Agreement shall be in writing and shall be hand delivered or sent by first class U.S. Mail or recognized overnight courier service to the parties at the addresses set forth above. Notices sent by mailing shall be deemed received four days after deposit in the U.S. Mail. Either party shall have the right to designate other addresses for purposes of notice from time to time, but any such designation shall be in writing and must actually be received by the party to whom it is directed.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

GREENBELT HOMES, INC.

ATTEST:

By: _____
President

Secretary

CITY OF GREENBELT

By: _____

Title
State of Maryland)

_____) ss:
County)

I HEREBY CERTIFY that on the _____ day of _____ ,
20____ , before me, the subscriber, a Notary Public, personally appeared
_____, **President of Greenbelt Homes,**
Inc., who acknowledged him/herself to be the person whose name is signed to the
foregoing instrument, and acknowledged the foregoing instrument to be the act of
Greenbelt Homes, Inc.

WITNESS my hand and Seal.

Notary Public

My commission expires: _____

State of Maryland)
_____) ss:
County)

I HEREBY CERTIFY that on the _____ day of _____ ,
20____ , before me, the subscriber, a Notary Public, personally appeared
_____, **Secretary of Greenbelt Homes,**
Inc., who acknowledged him/herself to be the person whose name is signed to the
foregoing instrument, and acknowledged the foregoing instrument to be the act of
Greenbelt Homes, Inc.

WITNESS my hand and Seal.

Notary Public

My commission expires: _____

State of Maryland)

_____ County) ss:
)

I HEREBY CERTIFY that on the _____ day of _____
, 20_____, before me, the subscriber, a Notary Public, personally appeared _____, who acknowledged him/herself to be the person whose name is signed to the foregoing instrument, and acknowledged the foregoing instrument to be the act of the City of Greenbelt, Maryland.

WITNESS my hand and Seal.

Notary Public

My commission expires: _____

EXHIBIT A

IDENTIFICATION OF ENCROACHMENT AREAS

(Attached)

AGREEMENT

This Agreement is entered into as of _____, 20____, by and between Greenbelt Homes, Inc. ("GHI"), the address of which is 1 Hamilton Place, Greenbelt, Maryland 20770, and the City of Greenbelt, Maryland ("City"), the address of which is 25 Crescent Road, Greenbelt, Maryland 20770.

Recitals

A. GHI is the cooperative housing corporation that owns certain real property, including residential and other structures, yards and common areas ("GHI Property") that are occupied and used by GHI's members and other residents of the community known as Greenbelt Homes ("Community").

B. City is the municipality responsible for construction and maintenance of public streets passing through the Community, and, in connection therewith, has certain street rights of way ("Rights of Way") over GHI Property.

C. A property line survey performed by GHI has determined that certain residential yard areas in the Community encroach on the Rights of Way in certain areas identified on Exhibit A to this Agreement ("Encroachment Areas").

D. City is willing to enter into this Agreement to permit continued use of the Encroachment Areas, subject to the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration, the parties agree as follows.

1. City hereby grants a perpetual license to GHI, and its agents, employees, members and residents, for the continued use and maintenance of the Encroachment Areas as residential yard areas, substantially similar to the uses and maintenance of the Encroachment Areas as of the date of this Agreement, subject to the terms and conditions hereof.

2. Accessory structures located in whole or in part in the Encroachment Areas may remain and shall be maintained in good repair. If an accessory structure is destroyed, abandoned or not maintained in safe condition, GHI shall require such accessory structure to be repaired, or to be removed and not replaced. City shall provide not less than 30 days' written notice to GHI of any accessory structure in need of repair, removal or replacement.

3. Portions of any yards in Encroachment Areas may be used in any manner consistent with established and historic residential yard uses in the Community. Uses of

yards in Encroachment Areas may, subject to the prior written approval of GHI, include installation and maintenance of plantings, gardens, decks, patios, play sets, arbors, fences, and other uses consistent with established and historic yard uses in the Community, so long as such uses also comply with applicable zoning, historic district codes and regulations (if any), and applicable City codes and regulations.

4. Any new structure or new structural feature to be constructed in an Encroachment Area (other than plantings and other landscaping improvements) must be approved by City and by GHI. Effort shall be made to avoid placing structures in an Encroachment Area where there is a reasonable alternative location outside the Encroachment Area.

5. Any landscaping, fence, structure or other feature located within an Encroachment Area shall not obscure required public access or sight-lines necessary for safe motor vehicle and/ or pedestrian movement.

6. Upon not less than 90 days' written notice to GHI, City may order removal of any structure, landscaping, or other feature within an Encroachment Area, for a bona fide public purpose, which public purpose shall be specified in the notice to GHI. This shall not be construed to require removal of any existing housing units or garages, or any additions thereto. GHI shall give GHI member actual and formal notice of the right-of-way for each member's property along with actual and formal notice that any structure that is built or installed in an Encroachment Area is subject to the terms as outlined in this agreement. Removal of any structure, landscaping, or other feature within an Encroachment is at the GHI member's cost and expense, and shall be restored to City standards. If there is a failure to remove any such structure and/or restore the property, the City reserves the absolute right to remove said structure and/or restore the property with all associated costs to be paid by GHI and/or its assigns.

7. The user of any structure or yard within an Encroachment Area shall indemnify and hold City harmless from and against any and all claims, injuries, damages, expenses or liabilities arising in connection with the use of the Encroachment area by the user. City shall indemnify and hold GHI and its directors, officers, members, agents and employees, and residents of the Community, harmless from and against any and all claims, injuries, damages, expenses or liabilities arising in connection with the use of the Rights of Way or any Encroachment Area by City or its employees, agents or contractors.

8. This Agreement shall bind and inure to the benefit of the parties and their successors and assigns. Upon recordation in the land records of Prince George's County, Maryland, the provisions of this Agreement shall constitute covenants running with the land, enforceable by and against GHI and its successors and assigns as owners of the Common Area, and enforceable by and against City and City's successors and assigns as beneficiaries of the Rights of Way. From the date of such recordation, subject to the right of the parties and their successors and assigns to amend, modify or terminate this Agreement as more fully set forth below, this Agreement shall bind the GHI Property and the Encroachment Areas.

9. This Agreement shall be enforced and construed under the laws of Maryland, without regard to conflict of laws principles. Venue for any legal action to enforce this Agreement shall be in the Circuit Court of Prince George's County, Maryland. Each party waives any and all rights to a trial by jury for all civil actions or proceedings involving a dispute arising out of or relating to this Agreement.

10. This Agreement constitutes the entire agreement between the parties, and no other agreement with respect to the matters herein is or shall be binding on the parties or their successors or assigns, except by written amendment, modification or termination of this Agreement, signed by the parties or their respective successors or assigns and recorded in the land records of Prince George's County, Maryland. The Board of Directors of GHI shall have the power to authorize any such written amendment, modification or termination, and to authorize an officer or officers of GHI to execute any such instrument on GHI's behalf.

11. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule, such invalidity, illegality, or unenforceability will not affect any other provision or provisions of this Agreement.

12. This Agreement, and any amendments hereto, may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

13. Notices under this Agreement shall be in writing and shall be hand delivered or sent by first class U.S. Mail or recognized overnight courier service to the parties at the addresses set forth above. Notices sent by mailing shall be deemed received four days after deposit in the U.S. Mail. Either party shall have the right to designate other Addresses for purposes of notice from time to time, but any such designation shall be in writing and must actually be received by the party to whom it is directed.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

GREENBELT HOMES, INC.

ATTEST:

By: _____
President

Secretary

CITY OF GREENBELT

By: _____

Title
State of Maryland)

Underscoring indicates language added

_____) ss:
_____) County)

I **HEREBY CERTIFY** that on the _____ day of _____
20_____, before me, the subscriber, _____ a Notary Public, personally appeared
_____, **President of Greenbelt Homes,**
Inc., who acknowledged him/herself to be the person whose name is signed to the
foregoing instrument, and acknowledged the foregoing instrument to be the act of
Greenbelt Homes, Inc.

WITNESS my hand and Seal.

Notary Public

My commission expires: _____

State of Maryland)
_____) ss:
_____) County)

I **HEREBY CERTIFY** that on the _____ day of _____
20_____, before me, the subscriber, _____ a Notary Public, personally appeared
_____, **Secretary of Greenbelt Homes,**
Inc., who acknowledged him/herself to be the person whose name is signed to the
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Greenbelt Homes, Inc.

WITNESS my hand and Seal.

Notary Public

My commission expires: _____

State of Maryland)
_____) ss:
_____) County)

Underscoring indicates language added

I **HEREBY CERTIFY** that on the _____ day of _____
, 20_____, before me, the subscriber, a Notary Public, personally appeared
_____, who acknowledged him/herself to
be the person whose name is signed to the foregoing instrument, and acknowledged the
foregoing instrument to be the act of the City of Greenbelt, Maryland.

WITNESS my hand and Seal.

Notary Public

My commission expires: _____

EXHIBIT A

IDENTIFICATION OF ENCROACHMENT AREAS

(Attached)

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: Terri Hruby

Submitting Department: Planning

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

Beltway Plaza Memorandum of Understanding on Conceptual Site Plan Conditions

Suggested Action:

Reference:

Memorandum of Understanding

On February 11, 2019 City Council voted to support with conditions the Conceptual Site Plan (CSP) for the redevelopment of Beltway Plaza. The CSP proposed a mixed-use five (5) phase redevelopment that includes an approximate total of 175-200 townhouses, 875-2,250 multifamily units, and 435,000-700,000 square feet of commercial space. Staff and the applicant then met to discuss the applicant's comments on the conditions. Revised conditions were presented to Council on March 11, 2019. At that time the applicant agreed to the revised conditions, and agreed to execute a private binding agreement with the City. City Council then directed staff and the City Solicitor to work with the applicant on the drafting of said agreement.

Since that time the CSP was approved by the Prince George's County Planning Board on March 14, 2019 and staff and the City Solicitor have been working with the applicant to draft a Memorandum of Understanding (MOU) which is included in Council's packet. The MOU as written includes the conditions approved by Council and has been agreed to by the Applicant. Staff believes that the MOU will ensure that any future development will meet the City's conditions and recommends that City Council accept the MOU.

Attachments:

[MOU Final Draft for Council Consideration.pdf](#)

MEMORANDUM OF UNDERSTANDING

(Beltway Plaza Redevelopment)

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), made effective on this _____ day of _____, 2019, by and between the City of Greenbelt (the “City”), a municipal corporation of the State of Maryland, with its principal offices at 25 Crescent Road, Greenbelt, Maryland 20770, and GB Mall Limited Partnership (the “Owner”), a Maryland limited partnership, with its principal offices at 4912 Del Ray Avenue, Bethesda, Maryland 20814. The City and Owner shall sometimes hereinafter be collectively known as the “Parties.”

RECITALS

WHEREAS, the Owner is the record owner of certain real property located in the City of Greenbelt, Prince George’s County, Maryland, commonly known as the Beltway Plaza Mall (hereinafter “Beltway Plaza”), and more particularly depicted on Exhibit “A,” attached hereto and made a part hereof;

WHEREAS, the Owner has secured a Conceptual Site Plan (CSP-18010) to accommodate the comprehensive redevelopment of Beltway Plaza which contemplates approximately five (5) redevelopment phases consisting of approximately 175-250 townhouse/2 over 2 units; 875-2,250 multifamily units; and 435,000-700,000 square feet of commercial retail (hereinafter the “Project”), and more particularly depicted on Exhibit “B,” attached hereto and made a part hereof;

WHEREAS, on March 14, 2019, the Prince George’s County Planning Board approved CSP-18010 with conditions. Subsequently, on March 28, 2019, the Planning Board adopted Resolution PGCPB No. 19-35;

WHEREAS, the Owner requested the City to support the future redevelopment of Beltway Plaza, to recommend approval of CSP-18010, and to support future land use entitlements that are consistent with CSP-18010;

WHEREAS, the City agreed to recommend approval of CSP-18010 and to support future land use entitlements consistent with CSP-18010 upon certain conditions, which shall be executed

by the Owner in the form of the MOU as set forth herein, with said conditions extending to all future owners, successors or assigns; and

WHEREAS, the Owner has agreed to adhere to said City conditions, as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the aforesaid recommendation of approval and future support by the City, the mutual promises of the Parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, be it understood that the Parties do hereby acknowledge and agree as follow:

1. **WARRANTIES AND REPRESENTATIONS OF CITY:**

a. The City shall support the existing development approvals from the Maryland-National Capital Park and Planning Commission ("M-NCPPC") and/or the Prince George's County Council, sitting as the District Council, for the Project, including, but not limited to CSP-18010, and shall further support any pending or future entitlement applications for the Project that are generally consistent with CSP-18010. The City's support of the Project and support of all future entitlements is conditioned upon the Owner, its successors or assigns, satisfying the conditions provided in Exhibit "C," attached hereto and made a part hereof.

b. The City will not, directly or indirectly, establish, suggest or acquiesce in any policy, take a position, pursue a course of action, require any standard or condition, make any recommendation to Prince George's County or the M-NCPPC or other governmental or quasi-governmental authority, individuals or citizens groups, or impose any obligation that, as applied directly and specifically to the Project, negatively impacts or limits the Owner's ability to develop the project as approved in CSP-18010 and/or negatively impacts or limits the Owner's ability to comply with the conditions provided in Exhibit "C." The Parties acknowledge and agree that the Project will be subject to the development review standards applicable to other developments within Prince George's County. The City may review or comment to M-NCPPC or other County agency referrals related to the Project, provided that such comments are consistent with this MOU.

c. The Parties understand and agree that the City's covenant of support of the Project herein is not intended, nor could it be construed, to prohibit the Greenbelt City Council from enacting such future ordinances or charter provisions or engineering standards or

amendments deemed necessary to protect the public health, safety and welfare of the citizens of the City, nor from applying such ordinances or charter provisions to the development of the Project, provided such application does not operate to divest prior approvals, nor interfere with Owner's vested rights.

d. The City acknowledges and agrees that it will cooperate with and not unreasonably withhold or delay any permit, review, or approval under its authority for the Project that are consistent with CSP-18010.

2. WARRANTIES AND REPRESENTATIONS OF OWNER

a. This MOU constitutes the Owner's, its successors and assigns, formal written consent to be bound by the conditions listed in Exhibit "C" during the Project.

b. Owner, its successors and assigns, warrants and represents that it has full authority to sign this MOU and it intends to be bound to this MOU and the conditions provided in Exhibit "C."

3. MISCELLANEOUS.

a. The Recitals set forth above are incorporated herein and made a part hereof and such constitute covenants under this MOU.

b. The use of singular verb, noun and pronoun forms in this MOU shall also include the plural forms where such usage is appropriate; the use of the pronoun "it" shall also include, where appropriate "he" or "she" and the possessive pronoun "its" shall also include, where appropriate, "his," "hers" and "theirs."

c. From time to time after the date of this MOU, the Parties, without charge to each other, will perform such other acts, and will execute, acknowledge and will furnish to the other such instruments, documents, materials and information which either party reasonably may request, in order to effect the consummation of the transactions provided for in this MOU.

d. This MOU, which includes all exhibits, each of which is incorporated in this MOU by this reference, shall be binding upon and inure to the benefit of the parties, their heirs, successors, assigns, or future owners, and embodies and constitutes the entire understanding between the Parties with respect to the subject matter hereof, and all prior agreements, understandings, representations, and statements, whether oral or written, are merged in this MOU. Neither this MOU nor any provision hereof may be waived, modified or amended unless such modification is in writing

and is signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument. This MOU shall not be recorded among the Land Records of Prince George's County, Maryland.

e. The Parties hereto acknowledge that, in entering into this MOU, neither party has been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representation or statement, whether express or implied, made by any agent, representative or employee, which representation or statement is not expressly set forth in this MOU.

f. This MOU shall be construed according to its plain meaning without giving regard to any inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto.

g. This MOU, its benefit and burden, shall be assignable, in whole or in part, by Owner without the consent of the City or of its elected officials, employees or agents, to any purchasers or contract purchasers of the property or any part thereof. Owner will not transfer its interest in all or part of the Project without first obtaining the written consent and acknowledgment of the transferee to the MOU, to the complete observance hereof Owner shall provide the City copies of all documents of transfer or assignment, including exhibits when the documents are fully executed, regardless of recordation.

h. The obligations of the Parties in this MOU are subject to and contingent upon the Owner, or any subsequent owner, successor or assign, actually pursuing the Project by redeveloping Beltway Plaza as proposed and approved in CSP-18010. In the event that Owner, or any subsequent owner, successor or assign, for any reason, seek to amend the Project, the parties may seek to enforce the obligations herein or agree to further amend Exhibit C, as necessary. In the event, however, the Owner, or any subsequent owner, successor or assign, desires/elects to not move forward with Project, the Owner shall notify the City of such election and in so doing, this MOU will be considered null and void, without further action by either Party, and the City, upon such notification by the Owner, may require the Owner to abandon CSP-18010.

i. The captions in any MOU are inserted for convenience only, and in no way define, describe or limit the scope of intent of this MOU or any of the provisions hereof.

j. The laws of the State of Maryland shall govern the interpretation, validity and construction of the terms and provisions of this MOU. If any term or provision of this MOU is

declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this MOU shall, nevertheless, remain in full force and effect.

k. All notices and other communications under this MOU shall be in writing and shall be sent either by first class mail, postage prepaid, or by personal delivery, addressed to the parties as provided below. Notice shall be deemed given on the date delivered or attempted to be delivered during normal working hours on business days.

If to the City: Nicole Ard, City Manager
The City of Greenbelt
25 Crescent Road
Greenbelt, MD 20770
nard@greenbeltmd.gov

With a copy to: Todd K. Pounds, City Solicitor
Alexander & Cleaver, P.A.
11414 Livingston Road
Fort Washington, MD 20744-5146
tpounds@alexander-cleaver.com

If to the Owner: Frederic K. Wine
GB Mall Limited Partnership
c/o GB Mall, Inc.
The Quantum Building
4912 Del Ray Avenue
Bethesda, Maryland 20814
fwine@starpower.net

With a copy to: Marc "Kap" Kapastin
General Counsel
Quantum Companies
The Quantum Building
4912 Del Ray Avenue
Bethesda, Maryland 20814
kap@quantumco.net

Matthew C. Tedesco, Esq.
McNamee, Hosea, Jernigan, Kim, Greenan & Lynch, P.A.
6411 Ivy Lane, Suite 200
Greenbelt, Maryland 20770
mtedesco@mhlawyers.com

[Signature page to follow]

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

WITNESS:

THE CITY OF GREENBELT

By: _____

Title: _____

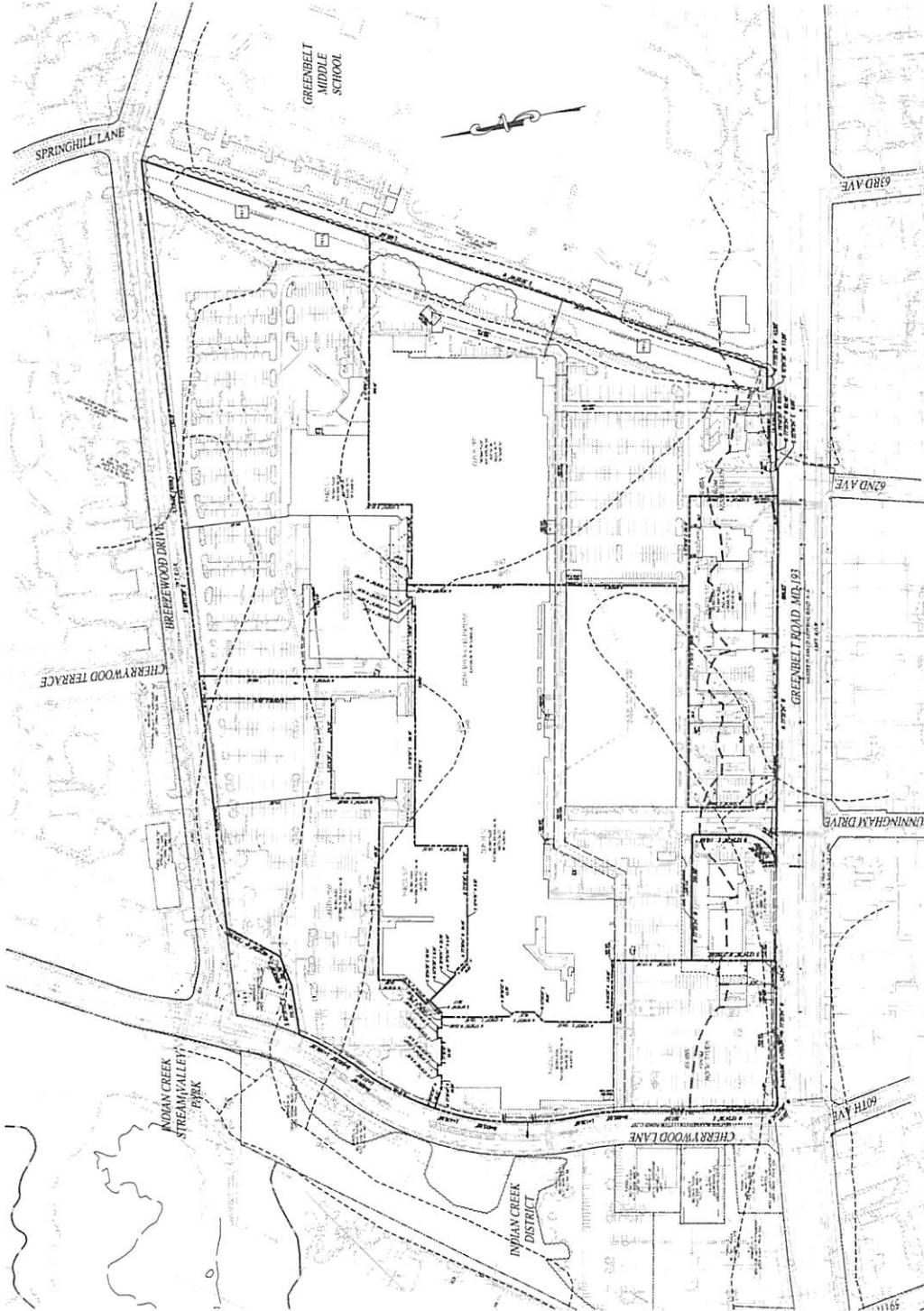
WITNESS:

GB MALL LIMITED PARTNERSHIP

By: GB Mall, Inc.,
its General Partner

By: _____
Frederic K. Wine

Title: President



PROPERTIES SUBJECT TO THIS APPLICATION		PLAT REFERENCE
PARCEL	SIZE	
AA	4.92 ACRES	PLAT ROODE PM 218 PLAT NO 95
CC	3.21 ACRES	PLAT ROODE PM 218 PLAT NO 96
DD	6.00 ACRES	PLAT ROODE PM 218 PLAT NO 97
EE	8.15 ACRES	PLAT ROODE PM 218 PLAT NO 98
FF	12.01 ACRES	PLAT ROODE PM 218 PLAT NO 99
1	21.81 ACRES	PLAT ROODE PM 218 PLAT NO 96
2	12.78 ACRES	PLAT ROODE PM 218 PLAT NO 95

NOTE: PROPOSED UTILITIES, SHOWN ARE FOR
 APPROXIMATE LOCATIONS AND ARE SUBJECT TO
 REVISION.

NOTE: PROPOSED VALUES SHOWN ARE FOR INFORMATIONAL PURPOSES AND ARE SUBJECT TO

[illegible]

Partnership c/o Quantum Co.

BELTWAY PLAZA
ELECTION DISTRICT No. 21
PRINCE GEORGE'S COUNTY, MARYLAND
TAX MAP 26.34 GRID A1A4 B1 B4 C4

**RODGERS
CONSULTING**
1101 Merrittville Lane, Suite 200 | Lees Summit, Missouri 64081
816.486.8800 | www.rodgersconsulting.com

	BY	DATE
BASE DATA		
BOOKED		
ENTRY		
REVISED		

DESIGNS CONTACT:

DESIGN FOR

**PRELIMINARY PLAN
OF SUBDIVISION
EXISTING CONDITIONS**

	SCALED	AS SHOWN
	JOB NO.	1287A
	DATE	6/20/19
	SHEET NO.	2 OF 8

THE HAWAIIAN NATIONAL CAPITAL PARK AND PLANNING COMMISSION FREELANARY PLAN TOP PLANNING BOARD ACTION PER PROJECT RESOLUTION # _____ DATE OF ACTION _____ SIGNATURE APPROVAL DATE _____ AUTHORIZED SIGNATURE _____	THIS BLOCK IS FOR OFFICIAL USE ONLY (For use by the Planning Board and the Planning Commission and the Planning Board and the Planning Commission and the Planning Board and the Planning Commission)
PROJECT NUMBER: 4-1023 PROJECT NAME: METIWA PAKA MAP SHEET: _____ APPROVAL: _____	THE HAWAIIAN NATIONAL CAPITAL PARK AND PLANNING COMMISSION FREELANARY PLAN TOP PLANNING BOARD ACTION PER PROJECT RESOLUTION # _____ DATE OF ACTION _____ SIGNATURE APPROVAL DATE _____ AUTHORIZED SIGNATURE _____

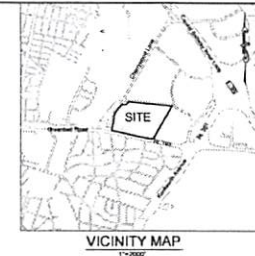
PROFESSIONAL CERTIFICATION

I hereby certify that these documents were prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Illinois.

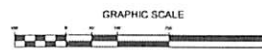
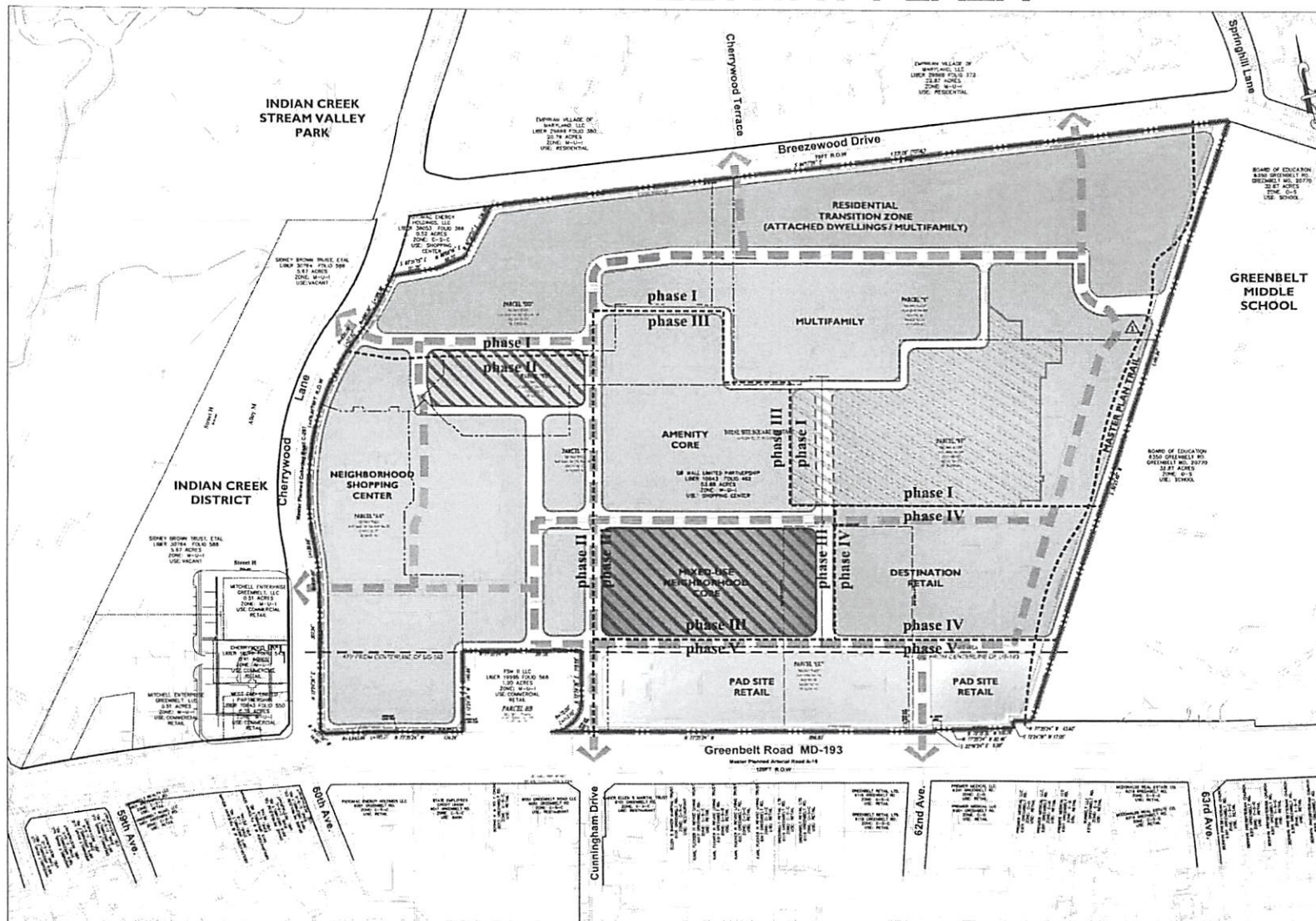
Signed _____
In print, License No. 04960



CONCEPTUAL SITE PLAN CSP-18010 ^Δ BELTWAY PLAZA



PRELIMINARY NOT FOR CONSTRUCTION



NOTE: Conceptual Site Plans are not required for properties in the M- U- I zone, however this CSP is being submitted to fulfill the requirements of the 2013 Greenbelt Metro area and MD193 Corridor Plan and Sectional Map Amendment (S.M.A.). The S.M.A. requires a Conceptual Site Plan to be approved prior to submittal of a Detailed Site Plan. The CSP is to show phasing of redevelopment, future land uses, and future connections to adjacent properties, all of which are reflected on the above.

LEGEND

- SUBJECT PROPERTY BOUNDARY
- PROPOSED PRIVATE ROAD
- PROPOSED SITE ACCESS
- MASTER PLAN TRAIL
- RESIDENTIAL (MULTIFAMILY)
- RESIDENTIAL (ATTACHED DWELLINGS / MULTI-FAMILY)
- RESIDENTIAL (SENIOR LIVING)
- COMMERCIAL RETAIL AREA
- MIXED-USE
- CORE AREA
- RESIDENTIAL (MULTI-FAMILY OVER EXISTING COMMERCIAL)
- FUTURE COMMERCIAL

APPROVAL

PROJECT NAME: BELTWAY PLAZA
PROJECT NUMBER: CSP-18010

DATE: 4/30/19

SCALE: 1"=100'

JOB NO: 18010

DATE: 4/30/19

SHEET NO: 1 OF 4

REVISION	DATE	REVISION	DATE	REVISION	DATE	Owner/Developer:
1	4/30/19					Quantum Companies c/o Fred Wine The Quantum Building 4912 Del Ray Avenue Bethesda, MD 20814

BELTWAY PLAZA

ELECTION DISTRICT No. 21
PRINCE GEORGE'S COUNTY, MARYLAND
TAX MAP 26.34 CRD AT 44.91, 84.24
200 FOOT MAP 21N005.21N006.21N007.21N008

RODGERS CONSULTING

131 Peninsula Lane, Suite 202, Largo, Maryland 20778
P: 301.766.0700 F: 301.766.0704 www.rodgersconsulting.com

BY	DATE
DESIGNED	
DRAWN	
CHECKED	
APPROVED	
RELEASE FOR	

CONCEPTUAL SITE PLAN PHASING PLAN

Conceptual Site Plan for Beltway Plaza
REVISED City Council Conditions

Transportation/Circulation

1. The applicant shall work with City Planning staff to design streets and alleys with a view toward fostering maneuverability of non-standard vehicles such as trash trucks, fire trucks, delivery vehicles, etc. throughout the project area.
2. Once implemented, the City of Greenbelt's Complete and Green Streets Policy shall apply to all new City streets and reconstruction of existing City streets, which are subject to the authority of the City of Greenbelt, to the extent practical.
3. At the time of the first Detailed Site Plan, the applicant shall submit a schedule for the design, engineering and construction of streetscape improvements on the property's frontage with Cherrywood Lane.
4. At the time of the first Detailed Site Plan, the applicant shall submit a schedule for the design, engineering, and construction of a contiguous sidewalk along Greenbelt Road and implementation of other streetscape improvements considering those recommended in the Approved Greenbelt Metro Area and MD 193 Corridor Plan and Sectional Map Amendment, unless modified by Maryland State Highway Administration and/or the Detailed Site Plan. The alignment, design and timing of such sidewalk shall be subject to the approval of the Maryland State Highway Administration, as determined prior to the issuance of the first building permit.
5. At the time of the first Detailed Site Plan the applicant shall be responsible for the evaluation, conceptual design and conceptual engineering of its frontage improvements along Breezewood Drive. At the time of the first detailed site plan the applicant shall provide a schedule for the complete final engineering and construction of said improvements for the property's frontage on Breezewood Drive. Frontage improvements and any off-site improvements (if conditioned at the time of Preliminary Plan of Subdivision) along Breezewood Drive shall be designed pursuant to the applicable design standards of the controlling agency. The applicant shall make an effort to reduce the loss of on-street parking on Breezewood Drive.
6. At the time of the first Detailed Site Plan, the Applicant shall submit a pedestrian/bicycle circulation plan that provides for a pedestrian and bicycle network within the project area to link residential, commercial, transit and civic uses, such as schools and community centers.
7. Right of Way design and construction details for City streets shall be to City standards, as may be modified from time to time-and permitted and inspected by City inspectors, and accepted upon completion.
8. Electric vehicle charging stations should be provided. The feasibility, appropriate number and locations will be determined at the time of each Detailed Site Plan.

Ex. C.

9. Detailed site plans that include a townhouse and/or two family attached component shall provide a parking plan that demonstrates that sufficient parking (as suggested in the Parking Requirements of the approved Greenbelt Metro Area and MD 193 Corridor Sector Plan) will be provided. On-street parking on Breezewood Drive or other public roads/streets shall not be included in the Applicant's parking tabulations.
10. At the time of the first Detailed Site Plan the applicant shall explore with Franklin Park at Greenbelt Station, Morning Calm Management, the Greenbelt Metro Station South Core development, and when feasible Greenbelt Metro Station developers on the provision of a local circulator creating a mobile connection between the properties and Greenbelt Metro Station.
11. The applicant shall explore with Prince George's County Department of Public Works and Transportation the installation of a Capital Bikeshare station at Beltway Plaza.
12. At the time of each Detailed Site Plan, the applicant shall submit a transportation circulation plan showing all public transportation stops and amenities.

Environmental

1. As part of any Preliminary Plan of Subdivision submission, the applicant shall submit a Noise Study for review and approval by the requisite approving authority. The Noise Study shall measure noise impacts to the site, provide the required contours, and provide any required mitigation measures to achieve acceptable noise levels.
2. Each Detailed Site Plan should specify that all tree pits along the streets that have shops, restaurants, plazas, and/or other uses shall be connected with a non-compacted soil volume under the sidewalk. Details of how this will be accomplished shall be included on the plans and shall be agreed upon by the Planning Board or its designee. The use of CU-Soil as a structural soil, Silva Cells, or other equal product for shade trees planted in tree pits is strongly encouraged.
3. Where appropriate, Environmental Site Design techniques shall be incorporated in the development to the maximum extent practical by making design, materials, and construction decisions based on environmental considerations. Consideration should be given to Green Building technologies including but not limited to solar, green roofs, permeable pavement, bio-retention/rain gardens, dry wells, and rainwater recycling, etc. where feasible. The applicant shall complete a LEED scorecard or other comparable evaluation criteria for each Detailed Site Plan submitted.
4. All Detailed Site Plans shall show the Environmental Site Design techniques intended for use within the limits of each respective Detailed Site Plan.
5. Detailed site plans shall incorporate CPTED best practices where practical.
6. At the time of the first Detailed Site Plan the applicant shall attempt to engage with Target and Giant to incorporate green features into the surface parking lots along the front of the existing Beltway Plaza Mall, including but not limited to the planting of shade trees, bioretention areas, and landscaped medians.

Urban Design

1. A mix of residential unit types shall be provided to encourage diversity in ownership types, income levels, and age groups. During Phases 1, 2, and 3, consideration, based on market demand and economic feasibility, shall be given to implement cooperative housing, senior housing, affordable housing, workforce housing, co-living, or other alternatives that will increase housing choices and opportunities..
2. Should Prince George's County adopt an inclusionary zoning policy at a future date and the policy is applicable to the project/property the applicant shall agree to evaluate and if feasible incorporate those standards into any Detailed Site Plan that has not been previously approved by the Prince George's County Planning Board.
3. Each Detailed Site Plan that proposes development that faces the existing mall structure shall demonstrate how the proposed development will minimize the visual impact through appropriate screening and landscaping to provide an attractive visual "front" to the homes and residents of the community..
4. At the time of first Detailed Site Plan the applicant will consider opportunities to improve the mall frontage, including but not limited to masking the existing parking structure and incorporating green features into the surface parking lots, where practical/feasible.
5. Detailed Site Plans should consider how parking and access will be provided to serve the existing retail during and after construction.
6. Unless modified, via a modification at the time of each Detailed Site Plan, as provided by the Development District Overlay Zone (DDOZ) regulations, the development shall comply with the standards and regulations of the DDOZ.
7. At the time of each Detailed Site Plan, design consideration should be given to improving any large existing blank building walls that face residential areas or public areas, such as streets, parking lots, recreation areas, or zones of pedestrian activity.
8. Unless modified at the time of Detailed Site Plan, all new signage (not otherwise meeting an exemption to the DDOZ Sign Standards) shall conform to the design guidelines set forth in the Approved Greenbelt Metro Area and MD 193 Corridor Plan and Sectional Map Amendment.
9. Unless modified at the time of Detailed Site Plan, as required by the Development District Standards, and specified in the Approved Greenbelt Metro Area and MD 193 Corridor Plan and Sectional Map Amendment, the DSP shall show the location, quantity and dimensions of new gateway signs.
10. For each Detailed Site Plan submitted, the applicant should provide open space to meet the needs of the proposed development.
11. At the time of each Detailed Site Plan that includes a parking garage within the DSP area, the parking garage shall be modified and/or designed to incorporate architectural design and/or aesthetic improvements to the facades to the extent practical

12. The design and construction of buildings shall utilize a variety of building materials, elevations, roof lines and design details appropriate to a high quality residential community, and reflecting a coherent thematic design approach.
13. There shall be no private residential driveway entrances off of Breezewood Drive.
14. Residential units should include architectural elements, building design, and high quality materials similar to the examples shown on the revised "Neighborhood Visioning" slides provided in the CSP.
15. At the time of the first Detailed Site Plan for each phase of the redevelopment the applicant agrees to work with the City to identify opportunities for public art.

Recreation

1. The Preliminary Plan of Subdivision shall address mandatory parkland dedication requirements, and since the City is not within the Metropolitan District, the City must agree to and accept the final proposed public recreation/parks program for the redevelopment project. At the time of each Detailed Site Plan for the corresponding development area, the location and details of any public or private recreational amenities shall be provided.
2. Open space (to include parks, plazas, sitting areas and gardens) shall be dispersed throughout the proposed development and be included in all CSP phases of the redevelopment. The open space/park network should (at a minimum) include informal play areas sufficient in size to accommodate informal play activities (i.e., Frisbee, wiffle ball, bocce ball, shuffleboard, etc.), plazas, tot lots, playgrounds, and opportunities for active and passive recreation for all ages.

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: David Moran

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

Approval of PY 46 Community Development Block Grant Application

Suggested Action:

Reference: CDBG PY 46 Application Instructions

Applications to Prince George's County for Community Development Block Grant (CDBG) funds for Program Year 46 (7/1/20-6/30/21) are due on October 25, 2019.

The City last applied for, and was awarded, \$140,835 for "Franklin Park Street Improvements" for roadwork on Breezewood Drive and at the intersection with Cherrywood Lane for PY 45.

Staff proposes to submit "Franklin Park Street Improvements" as the project for PY 46. This project proposes to resurface Edmonston Road from Springhill Court to the end of the City's Right-Of-Way south of Breezewood Drive. This project includes base repair and milling, replacement of curb & gutter and sidewalks, ADA compliant ramps and installation of bus stop improvements and landscaping improvements as needed. Staff anticipates seeking \$154,570 for this project.

Staff believes the City should submit only one application for PY 46. This will allow both DHCD staff and the City's County Council representative to focus solely on this application.

It is recommended Council approve submission of the PY 46 Application as outlined above. It is further recommended that Council authorize the Mayor and City staff to execute any PY 46 CDBG Agreements and all other necessary documents in order to accept and implement this grant award.

Attachments:

[PY 46 Application Instructions.pdf](#)



Angela D. Alsobrooks
County Executive

INSTRUCTIONS PROGRAM YEAR 46 CDBG APPLICATION

(July 1, 2020 – June 30, 2021)



"Prince George's County Affirmatively Furthering Fair Housing"



Prince George's County
Department of Housing
& COMMUNITY DEVELOPMENT

Estella Alexander, Acting Director

**Opening
Date:**

September 25,
2019

**Closing
Date:**

October 25,
2019 at 5:00
p.m.



Designed by:

Jasmine Wilson
SYEP Intern 2019

Table of Contents

CDBG General Requirements	2
Obtaining a Duns Number	3
Completing the Application Form	4
Section I Instructions and Forms	
Part I Project Summary	4
Part II Meeting a National Objective	4
Part III Meeting the County's Objective.	6
Part IV Program Objectives and Project Beneficiaries	6
Part V Organization Experience and Capacity	7
Part VI Organization Collaboration and TNI	7
Part VII Outcome and Performance Measurement	7
Part VIII Budget	7
Part IX Supplemental Budget	8
-Conflict of Interest	8
Part X Activity Schedule	8
Multi-Year Projects	8
Section II Eligible Activities and Criteria by Category	9
<i>HUD Matrix Codes</i>	14
Section III Definition of Terms	15
Section IV HUD/CDBG Income Limits	17
Section V Frequently Asked Questions	18
Section VI Evaluation Criteria	21

CDBG GENERAL REQUIREMENTS

Please address each section completely. Incomplete applications will be considered ineligible. Provide only the essential information needed to evaluate your request. **Please do not return these instructions with your application.**

To be considered for Community Development Block Grant (CDBG) funding, the proposed project must meet one of the three national objectives of the CDBG Program:

- 1. Provide benefit to low- and moderate-income persons or households, either directly or through a project of area-wide benefit;**
- 2. Prevent or eliminate slums or blight; or**
- 3. Address an urgent need related to a natural disaster, such as a major flood.**

To meet the prevention or elimination of slums or blight national objective, the proposed project must meet the State or County definition of a slum, blighted, deteriorated or deteriorating area.

In addition, applications are not currently being accepted for urgent need projects, which must respond to natural disasters as declared by the County Executive.

If proposing more than one activity, submit each proposal on a separate application, identified by priority number(s). Due to funding limitations, it is likely that only the number one ranked proposal will be considered for funding.

Funded activities should be ready to start July 1, 2020 and be completed within one (1) to eighteen (18) months. **For construction projects only** -- If completion in a one to 18-month period is not possible, the activity should be divided into phases that can be completed and financed in subsequent one-year periods not to exceed two (2) years.

The CDBG program operates on a **reimbursement basis only**. If an application is approved for funding and the agency receives its fully executed Operating Agreement (contract), the agency must spend its own funds first. A requisition form requesting reimbursement can then be submitted to the Department of Housing and Community Development (DHCD). Reimbursement requests **must** contain back-up documents confirming that expenditures were for activities described in the Operating Agreement. Undocumented expenditures will not be reimbursed. Reimbursements will be issued **ONLY** for encumbrances or commitments that occurred **AFTER** the effective date of the Operating Agreement.

The CDBG application form is provided on paper, by e-mail and via the County's website at <http://www.princegeorgescountymd.gov/sites/DHCD/Resources/NoticeOfFundingAvailability/Pages/default.aspx>

Application must be typed. Do not use forms from prior years or change the application verbiage (unauthorized changes to the application may disqualify applicant). Do not include covers of any kind. **Three-hole punch, binder clip and/or paperclip one (1) original and two (2) signed copies** of each application package being submitted, and mail or deliver by the application deadline to:

**Department of Housing and Community Development
Community Planning and Development Division (CPD)
9200 Basil Court, Suite 306
Largo, MD 20774
Hours: 8:30 a.m. to 5:00 p.m.**

Obtaining a DUNS Number:

The Federal government requires that all applicants for Federal grants and cooperative agreements with the exception of individuals other than sole proprietors have a Data Universal Numbering System (DUNS) number. The Federal government will use the DUNS number to better identify related organizations that are receiving funding under grants and cooperative agreements, and to provide consistent name and address data for electronic grant application systems.

Obtaining a DUNS number is absolutely **free** for all entities doing business with the federal government, including grant and cooperative agreement applicants/prospective applicants. Should you need to obtain a DUNS number or inquire if you already have a DUNS number, please call the dedicated toll-free DUNS number request line at 1-866-705-5711 or visit the website at <http://www.grants.gov/applicants/requestdunsnumber.jsp>.

You will need to provide the following information to obtain a DUNS number:

- Legal Name
- Headquarters name and address for your organization
- Doing business as (DBA) or other name by which your organization is commonly known or recognized
- Physical Address, City, State, and Zip Code
- Mailing Address (if separate from Headquarters and/or physical address)
- Telephone Number
- Contact Name and Title
- Number of Employees at your physical location

[THIS SECTION INTENTIONALLY LEFT BLANK]

COMPLETING THE APPLICATION FORM

The following includes instructions for properly completing this application, basic requirements and eligible activities, definitions of terms, HUD/CDBG income limits, the HUD's goals and objectives, the type of projects and activities eligible to receive CDBG funds, and frequently asked questions about the CDBG program.

SECTION I: INSTRUCTIONS AND FORMS

PART I. Project Summary

Provide a summary project description in about 100 words. Be sure to include the key points or highlights of the project, including:

- The number and type of low- and moderate-income people expected to be served (e.g., 50 at-risk children, 20 persons with disabilities, 10 homeless individuals);
- The location of the project, by address or geographic boundaries;
- The HUD goal and objective of the project;
- The total amount of funds requested; and
- How you plan to measure the performance of the project.

PART II. Meeting a National Objective

Meeting a National Objective

In order to be eligible for funding, every CDBG-funded activity must qualify as meeting one of the three national objectives of the program. This requires that each activity, except those carried out under the basic eligibility categories of Program Administration, Planning and Non-profit Organization Capacity Building, meet a specific test for either:

- Benefitting low- and moderate-income persons,
- Preventing or eliminating slums or blight, or
- Urgent Needs.

Benefitting Low and Moderate-Income (L/M) Persons

- L/M Income Limited Clientele Activity – provides benefits to a specific group of persons rather than everyone in an area. At least 51 percent of the beneficiaries of the activity must be low and moderate-income persons. Priority is given to applications that serve 100 percent low and very low-income clients. See the Attachment entitled “HUD/CDBG INCOME LIMITS EFFECTIVE JUNE 28, 2019” Certain project beneficiaries are presumed to be of low and/or moderate income: the homeless, the elderly, abused children, illiterate persons, immigrants and persons with disabilities.
- L/M Income Job Activity – provides benefits to L/M persons in the creation or retention of jobs. This includes activities designed to create or retain permanent jobs where at least 51 percent of the jobs, computed on a full-time equivalent basis, involve the employment of low and moderate-income persons.
- L/M Income Area Benefit Activity – provides benefits to all residents of an area which is primarily residential. In order to qualify as addressing the national objective of benefit to L/M income persons on an area basis, an activity must meet the identified needs of L/M

income persons residing in an area where at least 51 percent of the residents are L/M income persons. The benefits of this type of activity are available to all residents in the area regardless of income.

- L/M Income Housing Activity – provides benefits to households, not persons. An activity which assists in the acquisition, construction, or improvement of permanent residential structures may qualify as benefitting L/M income persons only to the extent that the housing is occupied by L/M income persons.

Preventing or Eliminating Slums or Blight - addresses either “spot” blight or a larger blighted area. The project must meet the State or County definition of a slum, blighted, deteriorated or deteriorating area. The County’s definition is as follows:

- Blighted Area: Areas in which the majority of buildings have declined in productivity by reason of obsolescence, depreciation or other causes to an extent they no longer justify fundamental repairs and adequate maintenance.
- Slum Area: Any area where dwellings predominate, which, by reasons of depreciation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitary facilities, or any combination of these factors, are detrimental to the public safety, health or morals.

To qualify for funding on a slum/blight area wide basis, the area in which the activity occurs must be designated as slum or blighted. The following tests apply:

- The designated area in which the activity occurs must meet the definition of slum, blighted, deteriorated or deteriorating area under state or local law;
- Additionally, the area must meet either one of the two conditions specified below:
 - Public improvements throughout the area are in a general state of deterioration; or
 - At least 25 percent of the properties throughout the area exhibit one or more of the following:
 - Physical deterioration of building/Improvements;
 - Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial building;
 - Significant declines in property value or abnormally low property values relative to other areas in the community; or
 - Known or suspected environmental contamination.

CDBG Applications are not being accepted for the slum and blight category in PY46. For further information please contact Ms. LeShann Murphy at 301-883-5540 or by e-mail at lbmurphy@co.pg.md.us.

Urgent Needs – must be designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent, that the applicant is unable to finance the activity on its own, and that other sources of funding are not available. The County Executive must declare any projects as meeting an “urgent need”. Applications are not being accepted for this category at this time.

PART III. Meeting the County's Goals and Addressing Priority Needs

CDBG funds can only be used for activities that fall under an authorized category of basic eligibility. The CDBG activities must be consistent with the priority needs and goals in the County's approved 2016 – 2020 Consolidated Plan. The following table highlights the County's FY 2016 - 2020 program goals. Applicants are required to describe how the proposed project will meet the County's goals and address a priority need by selecting at least **one** Goal and **one** Need per application.

Goal Number	Goal Name	Start Year	End Year	Needs Addressed	Goal Outcome Indicator
1	Preserve existing affordable rental housing	FY16	FY20	Affordable Housing Preservation	Rental units rehabilitated: 1305 units*
2	Provide new and/or improved public services	FY16	FY20	Public Services	Public service activities other than LMI housing benefit: 84,575 persons assisted
3	Provide job training and economic development assistance	FY16	FY20	Economic Development and Public Services	Jobs created/retained: 795 jobs Businesses assisted: 635 businesses
4	Rehabilitation of owner-occupied housing	FY16	FY20	Affordable Housing Preservation	Homeowner housing rehabilitated: 250 units*
5	Improve and maintain public facilities and infrastructure	FY16	FY20	Public Facilities and Infrastructure	Public facility or infrastructure activities other than LMI housing benefit: 183,830 persons assisted

*Goal outcomes include use of CDBG and HOME funds.

Prince George's County is committed to allocating funds that serve the needs of LMI residents. Households with incomes less than 50% of Area Median Income (AMI) and households with extremely low incomes (less than 30% of AMI), are priorities. With input from residents, County agencies and community stakeholders, the County has also identified special needs populations as among those who face the greatest challenges and therefore identified as a high priority including:

- Children and Youth;
- Low Income Families and Individuals;
- Homeless and those at risk of homelessness;
- Elderly;
- Veterans;
- Disabled persons; and
- Persons with HIV/AIDS and their families.

PART IV. Program Objectives and Project Beneficiaries

For all projects, describe completely the number or individuals to benefit from the project. Affordable Housing activities should address the individuals or households that will benefit from the project. Economic Development activities should provide the jobs that will be created and/or retained from the project. Public facilities and Infrastructure Improvement Projects should address the number of individuals assisted through census tract and block group numbers.

PART V. Organization Experience and Capacity

Answer all questions for this section providing a narrative where requested. Priority will be given to activities that have a clear plan of action that is consistent with the budget and that demonstrate the applicant has the capability to implement the proposed plan and is consistent with the County's goals.

PART VI. Outcome and Performance Measurement

For all projects, describe the proposed project in detail.

Explain how the CDBG funds requested are necessary and appropriate to the success of the project.

Describe how the proposed project will be measured clearly indicating the performance measures to be used to evaluate the outcome of your proposed project (e.g., number of persons, households, units assisted; number of communities/neighborhoods assisted).

Provide a brief description of how the agency complies with non-discriminatory practices, including accessibility for individuals with disabilities.

Provide letters of support, local resolutions and technical reports that further illustrate the significance or urgency of your request.

PART VII. Budget

Budget Form: Provide a line item budget in the format provided. On the budget form request amounts for **one year, only**.

Costs: List costs associated with each element or component of the project. If the project is funded, this information may become the budget for the Operating Agreement.

Indirect Costs: Do not request amounts for support of indirect costs unless absolutely necessary. If you include indirect costs, you **must** provide an indirect cost allocation plan with your proposal. Examples of indirect costs include rent; supplies purchased in bulk, as opposed to project supplies; telephone (landlines only) or Internet service; utilities; and administrative or clerical salaries and fringe benefits (examples of fringe benefits: health insurance premiums, retirement contributions, life insurance, vacation & sick leave).

Environmental Review: Certain types of projects require environmental testing or may be expedited by third-party consultant services. See the "Environmental Information Checklist" in Exhibit 1-A to determine what documentation will be required for your project, and include any relevant services in your budget. Contact Adedamola "Funmi" George, Senior Compliance Officer, at aogearge@co.pg.md.us with any questions about review requirements or scoping.

Davis-Bacon Compliance: If your proposed project includes construction, renovation, demolition or related types of activities, account for Davis-Bacon wage rates in your budget. Davis-Bacon wage rates are prevailing wages as determined by the U.S. Department of Labor. Failure to pay at least the Davis-Bacon wage rates will render your project ineligible for reimbursement, and your CDBG funds will be reprogrammed to other activities. Otherwise, the contractor(s) on your project could be suspended or debarred from future participation in Federally-funded assisted projects and could be subject to criminal prosecution. Wage determinations can be found at

<http://www.wdol.gov>. A pre-construction conference to ensure compliance with Davis-Bacon regulations is required prior to project implementation. If you have questions concerning Davis-Bacon issues, contact LeShann Murphy, Portfolio Manager at LBMurphy@co.pg.md.us, or Tirika Williams, Portfolio Manager at tlwilliams@co.pg.md.us, or Patricia Isaac, Program Manager PAIsaac@co.pg.md.us at (301) 883-5540.

Other Non-Federal Funds: The County's CDBG program operates on a reimbursement basis only, therefore the applicant must provide the amount and source of other non-federal funding resources that will sustain the operation of the proposed project. A confirmation letter or other appropriate documentation of other funding sources is required. Include a name and phone number of a contact person who can provide further details.

Miscellaneous: **Do not** include a line item for "Miscellaneous Expenses" "Food Expenses" "Contingency Fees" or "Operating Expenses."

PART IX. Supplemental Budget. List any prior CDBG funds received and explain, in detail, how you will continue this project if CDBG funds are no longer available.

Conflict of Interest: a situation that has the potential to undermine the impartiality of a person because of the possibility of a clash between the person's self-interest and professional interest or public interest. (Complete and sign after reading.)

PART X. Activity Schedule

Complete this schedule to show what project activities will occur in each quarter of the year. Show the dollar amounts associated with these activities. (Complete Activity Schedule II if you anticipate your project to extend to 18 months.)

Multi-Year Projects

Project Exceptions and Criteria:

Not all programs or awards are good candidates for multi-year funding. DHCD/CPD shall exercise good judgment in determining when to approve multi-year grants. Multi-year funding is appropriate only when all of the following apply:

- a. The project is exclusively for construction, alterations or renovations.
- b. At the time of award, the total period of DHCD support for the project is planned to be less than **24 months**.
- c. The project is presented in phases with projected costs allocations and schedule of completion for each phase period.
- d. The project must demonstrate leveraged funds from other sources.
- e. DHCD will determine, based on the project scope of work and budget, and assign the appropriate funding **not to exceed 60%** of the total cost of the project.

Reliability and Predictability

Multi-year funding may be considered for programs or long-term grants where funding for the subsequent year(s) is anticipated but not provided at the time the grant is approved and where the estimated budget for future funding periods can be forecast with some degree of reliability. These procedures should not be used for programs or long-term grants where the funding allocation may

substantially change (either increase or decrease) from initial projections. Multi-year funding is provided by adding allotments of funds, usually on an annual basis, to extend the funding period beyond the previously approved project period.

Evidence of Match

For each match contribution claimed, DHCD/CPD requires applicants to provide written evidence supporting any pledged matching funds identified in the application. The supporting documentation should be submitted along with the application, however DHCD will allow applicants up to ten (10) days after the application has been accepted to submit the documentation for match.

Failure to Provide Evidence of Match

If the supporting documentation is not submitted within ten (10) days or CPD determines that it is unacceptable, DHCD will disallow the claimed matching funds and reevaluate the application which can affect the application's ranking and, in some cases, may cause the application to be denied.

Duration of Awards

The initial funding period and subsequent continuation amendment extending the funding period shall be 12 months, however, the initial funding period may vary from 12 months to 18 months in order to provide for the continuation of the funding period at an advantageous date.

Measurement

Sub-recipients of multi-year funding must demonstrate in the initial year, the ability to complete the first phase of the project, through reporting activities and funds expended. An on-site monitoring visit will be conducted prior to the initial year expiration or before an amendment is submitted for continuation. If this application is for one phase of a multi-year project, state the future amounts needed from the CDBG program. State the estimated amount needed for each future year and the total cost.

SECTION II. Eligible Activities and Criteria by Category

For Affordable Housing Projects:

Affordable housing activities may include acquisition of real property, disposition of real property acquired with CDBG funds, residential rehabilitation, or clearance and demolition.

Examples of housing projects

- ☐ Residential rehabilitation of existing single and multi-family housing
- ☐ Removal of architectural barriers
- ☐ Energy efficiency improvements
- ☐ Renovation or redevelopment of vacant buildings
- ☐ Preservation of historic buildings
- ☐ Acquisition of real property
- ☐ Disposition of real property
- ☐ Clearance and demolition

Criteria for housing projects

- ☐ Serve a low- or very low-income population
- ☐ Sensitive to placing vulnerable populations such as elderly in geographic locations in which crime, access to transportation or concentrations of income groups are factors
- ☐ Located in communities in need of revitalization
- ☐ Have a high leveraging capability
- ☐ Located in areas of mixed income and diverse racial and ethnic populations

- ❑ Respond to identified gaps in the provision of affordable housing, especially for homeless and special needs populations
- ❑ Provide housing for persons with disabilities, including persons with mental illnesses, and those persons with mental and/or physical disabilities who have children

Attach all of the available documentation requested by the Environmental Information Checklist in Exhibit 1-A. Missing or incomplete documentation may indicate that a project is not ready to proceed according to program timeframes. Contact Adedamola “Funmi” George, Senior Compliance Officer, at aogearge@co.pg.md.us with any questions about review requirements or scoping.

For Economic Development Projects: Applicants must complete Exhibit 1-D attached to the application.

Types of projects and activities eligible for CDBG funds

- ❑ Job creation and job retention
- ❑ Assistance to a for-profit business when the assistance is necessary and appropriate to job creation or job retention
- ❑ Assistance to microenterprises
- ❑ Rehabilitation of commercial property (façade only)

Economic development projects should promote

- ❑ A secure business environment
- ❑ Technical assistance and capacity building
- ❑ An enhanced business environment conducive to economic development
- ❑ Job creation and job retention

Criteria for economic development project proposals

- ❑ Provide business retention, expansion and modernization opportunities
- ❑ Coordinate with existing County revitalization efforts
- ❑ Provide efficient cost-benefit ratios
- ❑ Utilize existing infrastructure
- ❑ Benefit large numbers of low and moderate-income persons
- ❑ Be accessible to the physically disabled
- ❑ Leverage other public and private funds

The applicant must provide a clear and precise definition of the proposed project. The proposed project must describe how it supports HUD’s goal in expanding economic opportunities for principally low and moderate-income individuals.

In addition to describing the project in detail, explain how the activity will create and/or retain jobs. Maximum job opportunities should be available for persons who are currently low and moderate-income. Describe the number of jobs to be created and/or retained for low and moderate-income persons. Also, provide the job title(s), the number of jobs that will be full-time and part-time, the skill levels required to perform the duties of each job, the training to be provided, and the recruitment practices to be used.

If the project involves assisting businesses, describe the proposed number of new businesses assisted, the proposed number of businesses retained, and the amount of money leveraged from other public or private sources. This information can be provided in narrative or chart form. **Please note: Job training is a public service activity—not an economic development activity.**

If the project involves property acquisition, construction, demolition, or rehabilitation (façade), attach all of the available documentation requested by the Environmental Information Checklist in Exhibit 1-A. Missing or incomplete documentation may indicate that a project that is not ready to proceed according to program timeframes. Contact Adedamola “Funmi” George, Senior Compliance Officer, at aogearge@co.pg.md.us with any questions about review requirements or scoping.

For Public Facility and Infrastructure Improvement Projects:

Public facilities and infrastructure may include storm water improvements; reconstruction of streets, sidewalks and parking areas; improvements in street lighting as a crime deterrent; or rehabilitation of community centers and other buildings used to provide services to the public. **For projects within this funding category involving construction, demolition, or rehabilitation, the Operating Agency (applicant) must hold title to the property.**

Examples of infrastructure and public facilities projects

Infrastructure: public streets, curbs, gutters, sidewalks, rights-of-way, landscaping, street lighting, non-County storm water management, utility adjustments.

Public facilities: park improvement, ADA-compliance retrofits to public buildings as part of a comprehensive rehabilitation, recreation centers, community centers, public parking lots, land acquisition, health facilities.

Handicapped accessibility improvements: bathroom and kitchen accessibility, elevators, ramps and railings, automatic doors.

Criteria for infrastructure and public facilities improvement projects

- ☐ Eliminate a health or safety threat
- ☐ Provide an element of an overall revitalization strategy
- ☐ Consistent with the *Consolidated Plan*
- ☐ Receive local support and commitment
- ☐ Reduce crime and upgrade security
- ☐ Project cost is reasonable in relation to the benefits derived from the project
- ☐ Eliminate barriers to disabled
- ☐ Note whether funding is available elsewhere
- ☐ Show that project is needed and would be used
- ☐ Part of a previously-funded project
- ☐ Create or retain jobs
- ☐ Implemented within one year (unless approved for multi-year funding)
- ☐ Have matching amount to leverage CDBG dollars
- ☐ Have completed the engineering and design phase
- ☐ Demonstrate a positive record of drawdown performance
- ☐ Use prior year residual funds if available
- ☐ Conserve energy or eliminate waste

The applicant must provide a clear and precise definition of the proposed project. The proposed project must describe how it supports HUD’s goal in providing decent housing or a suitable living environment for principally low and moderate-income individuals.

In addition to describing the project in detail, give the property address and legal description (lot, block, section or parcel, legal subdivision name), **complete Exhibit 1-A.**

For projects involving construction, demolition, or rehabilitation, **the Operating Agency must hold title to the property.**

Attach all of the available documentation requested by the Environmental Information Checklist in Exhibit 1-A. Missing or incomplete documentation may indicate that a project that is not ready to proceed according to program timeframes. Contact Adedamola "Funmi" George, Senior Compliance Officer, at aogearge@co.pg.md.us with any questions about review requirements or scoping.

For multi-phase projects describe the full scope of services for all years, making it clear what work is to be funded in the first year and what work is to be funded in a later year(s). This will greatly simplify the environmental review in the later year(s) and facilitate quicker preparation of your Operating Agreement(s) in the later year(s).

For projects involving rehabilitation of a building, if approved, the applicant must submit a transition plan to bring the facility into compliance with ADA/Section 504 standards. To obtain a copy of the transition plan guidelines, please call 301-883-5540.

Attach a site plan and work write-up, including the engineer's cost estimate. If more than one improvement is proposed in the project, state the priority order of the work to be performed.

State whether the project will be administered by the Prince George's County Department of Public Works and Transportation, and, if so, provide the name and telephone number of the DPW&T contact person. For multi-phase activities, provide a description of each phase.

For street or parking lot resurfacing, complete a Bituminous Concrete Quantity Report on Exhibit 1-B. For sidewalk, curb and gutter, handicapped ramp, or driveway apron replacement, complete a Concrete Quantity Report on Form 1-C. State on Exhibit 1-C and Exhibit 1-E the street name and block to be improved.

For acquisition projects, the grant is treated as a conditional loan. A Deed of Trust and Declaration of Covenants must be recorded against the property. If all requirements of the CDBG Program are met, the loan may be forgiven. For a period of time to be determined by the Department of Housing and Community Development, the property must be used for its intended purpose and at least 51 percent of the people who use the facility must meet HUD's low and moderate-income standards. If not, the subrecipient may be required to repay the loan.

For Public Service Projects:

Public Service Category is capped at 15% in accordance with 24 CFR § 570.500(a) and based on the Department's historical trends, an applicant may seek funding up to \$50,000.00.

Public service activities may include health, transportation, crime awareness, substance abuse prevention, employment training, youth services, literacy training, housing counseling, services for immigrants, elderly and frail elderly, persons with disabilities, homeless families and at-risk children and youth, victims of domestic violence, and substance abuse.

Criteria for public services proposals

- ❑ Serve a majority of very low-income persons and be accessible to very low-income persons
- ❑ Serve a vulnerable population
- ❑ Be cost effective
- ❑ Have in-kind contributions or be able to leverage other funds rather than request a 100 percent CDBG subsidy
- ❑ Maximize available necessary resources to meet the need
- ❑ Be sponsored by an IRS certified tax-exempt 501(c)(3) non-profit organization

The applicant must provide a clear and precise definition of the proposed project. The proposed project must describe how it supports HUD's goal in providing a suitable living environment for principally low and moderate-income individuals.

In addition to describing the project in detail, describe the characteristics or special needs of the population you propose to serve. If the service includes several components, e.g., employment training, job placement and housing counseling, etc., describe each component and estimate the number of low and moderate-income persons that will benefit from each component of the service.

HUD Matrix Codes

Every project must be assigned **one** HUD Matrix Code identifying the purpose of the expenditure of funds. If your proposed project fits more than one Matrix Code, the proposal must be divided into separate applications. A project with more than one Matrix Code cannot be funded. For assistance in determining how many Matrix Codes apply to your proposed activity, call any of the Portfolio Managers or the Program Manager listed on page 21.

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HUD Code	HUD Code Title
01	Acquisition of Real Property
02	Disposition
03	Public Facilities and Improvements (General)
03A	Senior Centers
03B	Handicapped Centers
03C	Homeless Facilities (not operating costs)
03D	Youth Centers
03E	Neighborhood Facilities
03F	Parks, Recreational Facilities
03G	Parking Facilities
03H	Solid Waste Disposal Improvements
03I	Flood Drain Improvements
03J	Water/Sewer Improvements
03K	Street Improvements (may include storm drains, curb and gutter, sidewalks if installed as a peripheral part of a street improvement, driveway aprons, handicapped ramps, tunnels, bridges, landscaping, trees as part of streetscape, and/or street signs)
03L	Sidewalks (Installation of trash receptacles, trees as part of sidewalk, benches, and lighting should also be coded under 03L.)
03M	Child Care Centers
03N	Tree Planting
03P	Health Facilities
03Q	Abused and Neglected Children Facilities
03R	Asbestos Removal
03S	Facilities for AIDS Patients (not operating costs)
03T	Operating Costs of Homeless/AIDS Patients Programs
04	Clearance and Demolition
04A	Clean-Up of Contaminated Sites
05	Public Services (General)
05A	Senior Services
05B	Handicapped Services
05C	Legal Services
05D	Youth Services
05E	Transportation Services
05F	Substance Abuse Services
05G	Battered and Abused Spouses
05H	Employment Training
05J	Fair Housing Activities
05K	Tenant/Landlord Counseling
05L	Child Care Services
05M	Health Services
05N	Abused and Neglected Children
05O	Mental Health Services
05P	Screening for Lead-Based Paint/Lead Hazards Poison
05Q	Subsistence Payments
05R	Homeownership Assistance (not direct)
05S	Rental Housing Subsidies
05T	Security Deposits
05U	Homeownership Counseling
06	Interim Assistance
07	Urban Renewal Completion
13	Direct Homeownership Assistance
14A	Rehabilitation, Single-Unit Residential

HUD Code	HUD Code Title
14B	Rehabilitation, Multi-Unit Residential
14C	Public Housing Modernization
14D	Rehabilitation, Other Publicly-Owned Residential Buildings
14E	Rehabilitation, Publicly- or Privately-Owned Commercial/Industrial
14F	Energy Efficiency Improvements
14G	Acquisition for Rehabilitation
14H	Rehabilitation Administration
14I	Lead-Based Paint Hazard Test/Abatement
15	Code Enforcement
16A	Residential Historic Preservation
16B	Non-Residential Historic Preservation
18A	Economic Development Direct: Direct Financial Assistance to For-Profit Business
18B	Economic Development Direct: Technical Assistance
18C	Micro-Enterprise Assistance
19C	CDBG Non-Profit Organization Capacity Building
20	Planning
21D	Fair Housing Activities

SECTION III: DEFINITION OF TERMS

CDBG: Community Development Block Grant: Federal entitlement program through which funds are made available on an annual basis to states, metropolitan cities and urban counties. Funds target economic development, public facilities and infrastructure improvements, affordable housing and public services. Use of funds must meet one of the National Objectives: (1) provide benefit to low and moderate-income persons, (2) address conditions of slums or blight, or (3) address an urgent need.

Consolidated Plan for Housing and Community Development: The Consolidated Plan (*The Plan*) reflects a vision of what the County wants to become over a five-year period, describes local priority needs and identifies specific goals and objectives toward achieving that vision. The Consolidated Plan and Annual Action Plan provide strategies for the use of HUD entitlement funds.

Annual Action Plan for Housing and Community Development: The Annual Action Plan (AAP) reflects the County's yearly funding priorities for neighborhood revitalization, public improvements, housing development, economic development, public services, and homeless activities. These projects help to create and expand livable environments within the older established communities (formerly inner-Beltway communities). The AAP also serves as the federal application to receive CDBG, HOME and ESG funds.

Consolidated Annual Performance and Evaluation Report: The Consolidated Annual Performance and Evaluation Report (CAPER) contains a narrative summary of programmatic accomplishments, the status of actions undertaken during each fiscal year to implement the County's overall strategy and a self-evaluation of progress made during the past year addressing priority needs and objectives. The CAPER documents the County's achievements toward providing decent housing, suitable living environments and expanding economic opportunity for low and moderate-income persons.

Davis-Bacon Wage Rates: Federal legislation requires payment of prevailing wages for construction-related CDBG projects. For information, contact LeShann Murphy at (301) 883-5457 or Tirika Williams at (301) 883-5579 or Patricia Isaac at (301) 883-5587.

Section 3: Section 3 is a provision of the Housing and Urban Development Act of 1968, as amended that fosters local economic development, neighborhood improvement and individual self-sufficiency.

DHCD: Prince George's County Department of Housing and Community Development, 9200 Basil Court, Suite 306, Largo, Maryland 20774.

CPD: Community Planning and Development Division: A division of the Prince George's County Department of Housing and Community Development. The Department of Housing and Community Development, Community Planning and Development (CPD) is the lead agency that prepares the County's five-year Housing and Community Development Consolidated Plans, Annual Action Plans, and Consolidated Annual Performance and Evaluation Reports, the Subrecipient Workshops and Stakeholders Public meetings. The Consolidated Plan and Annual Action Plan provide strategies for the use of Federal funds from the Federal Housing and Urban Development (HUD). The Community Planning and Development Division administers the Community Development Block Grant (CDBG) and the Community Development Block Grant Recovery (CDBG-R). Call (301) 883-5540 for more information.

HUD: U.S. Department of Housing and Urban Development.

Operating Agreement: Contract between the County and a sub-recipient receiving CDBG funding, with a typical performance period of one year.

Requirement: Applicants receiving CDBG funding are required to maintain General Liability and Worker's Compensation Insurance. Your Certificate of Liability Insurance must name Prince George's County, Maryland as a **Certificate Holder and an Additional Insured**. The certificate should not identify a specific Department within the County government. The address to be used is 9200 Basil Court, Suite 306, Largo Maryland 20774. For additional insurance requirements and or information please contact Steven B. Middleton, Risk Manager, Office of Finance, on (301) 952-3563 or by e-mail SBMiddleton@co.pg.md.us.

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SECTION IV:

CDBG INCOME LIMITS EFFECTIVE June 28, 2019

Prince George's County, Maryland
Department of Housing and Community Development

Income Limits FY 2019

Median Family Income: \$121,300

Household Size	Extremely low income (30% AMI = Maximum Income)	<u>VERY LOW INCOME</u> (50% AMI = Maximum Income)	<u>LOW INCOME</u> (80% AMI = Maximum Income)
1	\$25,500	\$42,500	\$54,350
2	\$29,150	\$48,550	\$62,100
3	\$32,800	\$54,000	\$69,850
4	\$36,400	\$60,650	\$77,600
5	\$39,350	\$65,550	\$83,850
6	\$42,250	\$70,400	\$90,050
7	\$45,150	\$75,250	\$96,250
8	\$48,050	\$80,100	\$102,450

Source: U.S. Department of Housing and Urban Development (<http://www.huduser.org>)

SECTION V. FREQUENTLY ASKED QUESTIONS ABOUT THE CDBG PROGRAM

Q: Must the applicant organization be a 501(c)(3) nonprofit?

A: Most applicants are government agencies and public entities, such as municipalities. The nonprofit applicant must have 501(c)(3) status confirmed by the time funding decisions are made.

Q: Do I need physical and sexual abuse liability insurance, and what amounts are required?

A: Nonprofit agencies that are approved for CDBG funding and that provide a direct service to clients must submit an insurance certificate confirming that the agency has obtained physical and sexual abuse liability insurance in the amount of \$100,000 per individual and \$300,000 per occurrence. Prince George's County, Maryland shall be designated as an Additional Insured and Certificate Holder on the Certificate of Liability Insurance. For questions concerning insurance requirements, contact Steven B. Middleton, Risk Manager, at (301) 952-3563 or SBMiddleton@co.pg.md.us.

Q: What are the insurance requirements?

A: For projects involving construction, such as street improvements, or rehabilitation of a building, the applicant must provide a Certificate of Liability Insurance showing the following coverage: (1) General Liability insurance in the amount of \$1,000,000 at a minimum, (2) Workers' Compensation insurance meeting the Statutory Limits for Maryland and Employers' Liability limits of \$500,000, and (3) business automobile liability insurance in the amount of \$1,000,000. The agency shall designate Prince George's County, Maryland as an Additional Insured and Certificate Holder on the Certificate of Liability Insurance. In addition, the agency must ensure that each contractor carries the same coverage, with the agency and Prince George's County Maryland named as an Additional Insured and Certificate Holders. The agency shall maintain on file copies of the Certificates of Liability Insurance from each contractor.

Q: Should the applicant "agency" be located in Prince George's County?

A: Yes, although there have been a few exceptions in the past. In **all** cases, the agency must provide service to low and moderate-income Prince George's County residents at the time of the application is submitted.

Q: Does the designation of specific revitalization focus areas exclude applications from other areas in the County?

A: No. Eligibility depends on the income of people who reside in the area. No eligible area is excluded from consideration. Eligibility determinations are based on updated 2010 census data provided by the U.S. Department of Housing and Urban Development (HUD).

Q: The *Consolidated Plan* for Housing and Community Development covers 5 years. Does this mean that applications should be for that five-year period?

A: No. The *Consolidated Plan* presents a five-year strategy. Applications are for one-year periods beginning July 1st and in accordance with that year's Annual Action Plan.

Q: If a CDBG-funded Operating Agency has not spent its existing grant, can it still apply for new funds for next year?

A: Yes. Agencies are asked to plan the project so that the grant will be spent during the one-year period. The ability to expend funds in a timely manner is a measure of performance and capacity to spend future funds. An agency's CDBG spending history is reviewed at the time a new application is evaluated.

Q: What are the steps of the application approval process?

A: Projects will be selected through the CDBG application process held annually. CDBG proposals will be evaluated and ranked by an assigned Review Team and recommendations are forwarded to the Deputy Director and Director. The recommended proposals are then forwarded to the County Executive's Office and County Council which reserves the discretion to approve or deny requests. Applications selected for funding are then written into the *Annual Action Plan* for the coming year. The *Annual Action Plan* is submitted to HUD for review and approval.

Q: When will the funds be available?

A: The U.S. Congress and HUD release the funds, that is, make the funds available retroactively to the County starting July 1. Reimbursements cannot be issued until the County receives the Release of Funds notification from HUD. Reimbursements can only be issued for expenses incurred following issuance of environmental clearance. Once the notification is received, the County's Office of Finance loads the program budget into its accounting system to allow disbursements of reimbursements.

Q: If your project has two components, should you use two application forms?

A: Yes.

Q: Can you explain the reimbursement process?

A: The Sub-recipient uses its own resources to pay project expenses then submits to DHCD a request for reimbursement along with documentation of the expenses paid. The County processes the request and then mails a check to the agency or processes an electronic funds transfer if the Sub-recipient has signed up for direct deposit.

Q: Are grant awards all or nothing? Is there any negotiation?

A: The Sub-recipient maybe awarded a portion of the amount requested. The grant amount depends on the reasonableness of the request, the track record of the requesting agency, and the amount of funds the County has available. If less than the total amount requested is awarded, the amount of work to be accomplished must be renegotiated.

Q: Will applications for large projects, e.g. \$750,000, be considered?

A: Large projects should be broken down into year-by-year phases. CDBG funds are limited, and there are many needs throughout the County that must be addressed.

Q: Are newly-formed organizations likely to receive funding?

A: Typically, newly-formed organizations (in operation for less than two years) may lack the financial capacity to sustain operation for a reimbursable program.

Q: What is my project's chance of being funded?

A: Projects involving rehabilitation and improvement of public facilities and infrastructure have a good chance of being funded because more money is available for them. Proposals must describe a project with a high likelihood of success and be well thought through, realistic, achievable, etc.

There is significant competition for public service funds and only 15 percent of the County's CDBG funds can be awarded for those activities.

Q: Where do I call to obtain additional information?

A: Contact the DHCD Community Planning and Development Division (CPD) at 301.883.5540.

Portfolio Manager(s)	Activity Type					
	Acquisition	Affordable Housing	Economic Development	Infra-structure	Public Facilities	Public Services
Patricia Isaac, Program Manager PAIsaac@co.pg.md.us	√	√	√	√	√	√
LeShann Murphy LBMurphy@co.pg.md.us	√	√	√	√	√	√
Tirika Williams tlwilliams2@co.pg.md.us	√	√	√	√	√	√
Joan McGruder jcmcgruder@co.pg.md.us			√	√	√	√
Charlie Sprow cesprow@co.pg.md.us						√

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SECTION VI. Evaluation Criteria

Community Development Block Grant Proposal Evaluation (PY 46)

The following criteria will be used by the Proposal Advisory Group (PAG) to evaluate Proposal Applications. A maximum of **75 priority bonus points** will be provided for Applicants who demonstrate collaboration; provide a Section 3 Action Plan; demonstrate leveraging; or complete all components of their application submission. **(Total Points an Application can receive is 200)**

Additional Project Information

Prior CDBG Funding received by the applicant:

	PY 42	PY43	PY44	PY45	PY45R
Funded					
Drawn					

DHCD Funding Recommendation:

Upon completion of reviews, CPD will provide the funding recommendation for this project. The County Executive will take the proposed funding recommendation into consideration and will determine if the proposed project will be incorporated in the Annual Action Plan.



Prince George's County affirmatively promotes equal opportunity and does not discriminate on the basis of race, color, gender, religion, ethnic or national origin, disability, or familial status in admission or access to benefits in programs or activities.

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: David Moran

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

County Legislation - CB 52-2019 (Plastic Straw Ban) & CB 65-2019 (Pesticides)

Suggested Action:

Reference:

CB-52-2019 (Plastic Straw Ban)

CB-65-2019 (Pesticides)

Green ACES Recommendation to Support CB-065-2019

Council Member Byrd requested that the City consider two County bills.

CB-52-2019 would prohibit food service businesses restaurants, grocery stores, food trucks, etc.) from selling, distributing or providing non-compostable (plastic) straws and stirrers. The City has advocated for a ban on plastic straws as part of its Legislative Program. It is recommended Council support CB-52-2019.

CB-65-2019 requires certain notices and signage relating to retail sale and commercial application of pesticides. It also prohibits the application of pesticides on County owned and private property unless it meets certain criteria. It also bans Neonicotinoid (new nicotine like) pesticides on County owned property. GreenACES and the Green Team have recommended that Council support CB-65-2019.

Council direction is sought.

Attachments:

[CB-52-2019.pdf](#)

[CB-65-2019.pdf](#)

[Green ACES Recommendation to support CB-065-2019.pdf](#)

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

2019 Legislative Session

Bill No. CB-52-2019

Chapter No. _____

Proposed and Presented by Council Member Dernoga, Glaros, Ivey, Taveras, Streeter & Hawkins

Introduced by _____

Co-Sponsors _____

Date of Introduction _____

BILL

1 AN ACT concerning

2 Non-Compostable Straws and Stirrers Ban

3 For the purpose of providing for legislative intent; providing for certain definitions; prohibiting
4 Food Service businesses in Prince George's County from providing certain straws and stirrers
5 with certain food or beverage under certain circumstances; providing for certain prohibited acts
6 including the sale of certain straws and stirrers; providing for certain exemptions; providing for
7 education and outreach; providing for enforcement; providing for certain civil fines and civil
8 penalties; providing for the appropriation of certain funds; and generally relating to non-
9 compostable straws and stirrers.

10 BY adding:

11 SUBTITLE 19. POLLUTION.

12 Sections 19-150, 19-151, 19-152, 19-153, 19-154,
13 19-155, and 19-156,

14 The Prince George's County Code
15 (2015 Edition; 2018 Supplement).

16 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,
17 Maryland, that Sections 19-150, 19-151, 19-152, 19-153, 19-154, 19-155, and 19-156 of the
18 Prince George's County Code be and the same are hereby added with the following amendments:

19 SUBTITLE 19. POLLUTION.

20 **DIVISION 7. NON-COMPOSTABLE STRAWS AND STIRRERS.**

21 **Sec. 19-150. Legislative Intent.**

1 (a) The County Council adopted the Prince George's County FY 2017-2026
 2 Comprehensive Ten Year Solid Waste Management Plan on May 2, 2017.

3 (b) The County Solid Waste goals set forth in the Plan are to: concentrate future growth,
 4 prioritize and focus resources, build on strengths and assets, create choice communities, connect
 5 neighborhoods and significant places and protect and value our natural resources. Recycling and
 6 re-use of materials are a significant part of the Plan.

7 (c) There is a growing trend among local jurisdictions to ban or significantly reduce the
 8 use of non-compostable straws and stirrers as a measure towards more sound environmentally
 9 sustainable activities. Plastic straws have a detrimental negative impact on the waterways and
 10 ocean. It's estimated that people use over 500 million straws every day in America, and most of
 11 those end up in our streams and oceans, polluting the water and killing marine life.

12 (d) Various County watershed protection and environmental organizations have advocated
 13 for reducing or eliminating the use of non-compostable straws and stirrers to help address serious
 14 stream degradation in the County.

15 (e) The County Council of Prince George's County concludes that it is in the public
 16 interest to join in this effort by prohibiting the use of non-compostable straws and stirrers in
 17 Food Service businesses located in Prince George's County.

18 **Sec. 19-151. Definitions.**

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

20 (1) **Compostable** is defined as set forth in Section 9-2102(b)(1), of the Environment
 21 Article of the Annotated Code of Maryland, as amended from time to time.

22 (2) **Department** shall mean the Prince George's County Department of the
 23 Environment.

24 (3) **Director** shall mean the Prince George's County Director of the Department of
 25 the Environment or their designee.

26 (4) **Food Service business** means a full-service restaurant, limited-service restaurant,
 27 fast food restaurant, café, delicatessen, coffee shop, supermarket, grocery store, vending truck or
 28 cart, food truck, business or institutional cafeteria, including those operated by or on behalf of
 29 County departments and agencies, and other business selling or providing food within the
 30 County for consumption on or off the premises.

31 (5) **Stirrer** is an implement designed for one-time use to mix or blend a liquid or

1 other substance, including a beverage stick, swizzle stick, or cocktail stirrer.

2 (6) **Straw** means a drinking tube designed for one-time use to consume a beverage or
 3 other liquid.

4 **Sec. 19-152. Prohibited Acts.**

5 (a) Beginning on July 1, 2020, no Food Service business shall sell, distribute or otherwise
 6 provide a straw or stirrer with food or beverage unless the straw or stirrer is compostable.

7 **Sec. 19-153. Exemptions.**

8 (a) The prohibited acts, as set forth in Section 19-152 of the County Code, shall not apply
 9 to pre-packaged beverages that have a plastic straw affixed during the pre-packaging process and
 10 received by the Food Service business with the plastic straw attached.

11 (b) The prohibited acts, as set forth in Section 19-152 of the County Code, shall not apply
 12 to reusable straws made from metal or rigid plastic.

13 **Sec. 19-154. Education and Outreach.**

14 (a) The Department shall conduct an education and outreach campaign before and during
 15 implementation of the provisions of this Division. This campaign should include:

16 (1) Informational mailers to and direct contact with affected businesses;

17 (2) Distribution of information through County internet and web-based resources; and

18 (3) News releases and news events.

19 **Sec. 19-155. Enforcement.**

20 (a) The Director shall be charged with the enforcement of this Division. The Director shall
 21 not issue fines prior to January 1, 2021.

22 **Sec. 19-156. Civil Fines and Civil Penalties.**

23 (a) The Director may enforce the provisions of this Division through injunctive
 24 proceedings, an action for specific performance, or any other appropriate proceeding. The
 25 Department may partner with inspectors of other departments to address violations, as
 26 determined in this Division. No person or entity shall willfully violate any provision of this
 27 Division. Any person who owns, operates, or manages a Food Service business and who
 28 knowingly and willfully violates the provisions of this Division is subject to a civil fine. There is
 29 established a graduated civil fine structure for violations of this Division. The violation of any
 30 such prohibited or unlawful act or offense shall be punished with a warning for a first-time
 31 violation, \$250 fine for a second time violation, and by a fine of One Thousand Dollars (\$1,000)

1 for a third time violation within a twelve-month period. Each day a violation exists is a separate
2 offense.

3 (b) A Court of competent jurisdiction may impose these civil fines and the suspension of a
4 violator's use and occupancy permit, as ancillary relief in the injunctive proceedings or as
5 damages in separate civil proceedings.

6 (c) Funds generated to Prince George's County from the imposition of civil fines and/or
7 civil penalties pursuant to this Section, shall be appropriated to the Prince George's County
8 Department of the Environment, Resource Recovery Division, County Recycling Program.

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

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

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Todd M. Turner
Chair

ATTEST:

Donna J. Brown
Acting Clerk of the Council

APPROVED:

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

KEY:
Underscoring indicates language added to existing law.
[Brackets] indicate language deleted from existing law.
Asterisks *** indicate intervening existing Code provisions that remain unchanged.

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

2019 Legislative Session

Bill No. CB-65-2019

Chapter No. _____

Proposed and Presented by Council Member Dernoga

Introduced by _____

Co-Sponsors _____

Date of Introduction _____

BILL

1 AN ACT concerning

2 Pesticides

3 For the purpose of providing legislative intent and findings; providing definitions; providing for
4 the placement of signs; providing requirements for the retail purchase of pesticides; providing for
5 a certain written statement; providing for storage and handling of pesticides; providing for
6 regulations, penalties and notice requirements; providing for application restrictions; providing
7 for an outreach and education campaign; providing for posting of signs; providing for application
8 on County property; providing for application in the County parks; providing for certain vendors;
9 providing certain exceptions; providing for enforcement; and generally relating to pesticides.

10 BY repealing and reenacting with amendments:

11 SUBTITLE 12. HEALTH.

12 Sections 12-161.01, 12-161.02, 12-161.03,
13 12-161.04, 12-161.05, 12-161.06, and 12-161.07,
14 The Prince George's County Code
15 (2015 Edition; 2018 Supplement).

16 BY adding:

17 SUBTITLE 12. HEALTH.

18 Sections 12-161.03.01, 12-161.04.01,
19 12-161.04.02, 12-161.04.03, 12-161.04.04,
20 12-161.04.05, 12-161.04.06, 12-161.04.07,
21 12-161.04.08, 12-161.04.09, 12-161.04.10,

12-161.04.11,
The Prince George's County Code
(2015 Edition; 2018 Supplement).

SECTION 1. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Sections 12-161.01, 12-161.02, 12-161.03, 12-161.04, 12-161.05, 12-161.06, 12-161.07, of the Prince George's County Code be and the same are hereby repealed and reenacted with the following amendments:

SUBTITLE 12. HEALTH.

DIVISION 5. PEST CONTROL.

SUBDIVISION 4. PESTICIDE APPLICATION.

Sec. 12-161.01. Legislative Intent.

It is hereby declared that the County Council of Prince George's County, Maryland, has found that the use of pesticides in the County to control common pests of lawns, golf courses, recreation areas, and similar areas is widespread. The County Council is further concerned that health problems may exist for certain individuals sensitive to pesticides and may arise in other individuals who may inadvertently come into contact with a treated area. The Council further finds and declares that requiring public notice before and after pesticide application is necessary to protect and promote the public health, safety, and general welfare.

(a)(1) The County Council further finds that:
pesticides have value when they are used to protect the public health, the environment, and our food and water supply;

(2) pesticides, by definition, contain toxic substances, many of which may have a detrimental effect on human health and the environment and, in particular, may have developmental effects on children;

(3) exposure to certain pesticides has been linked to a host of serious conditions in children including pediatric cancers, decreased cognitive function, and behavioral problems such as ADHD, and the following conditions in adults: Parkinson's disease, diabetes, leukemia, lymphoma, lupus, rheumatoid arthritis, dementia, reproductive dysfunction, Alzheimer's disease, and a variety of cancers including breast, colon, prostate and lung cancer;

(4) clean water is essential to human life, wildlife and the environment, and the unnecessary use of pesticides and herbicides for cosmetic purposes contributes to the

deterioration of water quality, as substantiated by several studies including the 2014 USGS study which found that 90% of urban waterways have pesticide levels high enough to harm aquatic life;

(5) bees and other pollinators are crucial to our ecosystem, and the use of neonicotinoid insecticides, which have been repeatedly and strongly linked with the collapse of honey bee colonies, as well as harm to aquatic insects and birds, pose an unacceptable risk to beneficial organisms;

(6) there are non- and less-toxic alternatives and methods of cultivating a healthy, green lawn that do not pose a threat to public health, and that use of pesticides for cosmetic purposes is not necessary for the management of lawns, especially in light of the risks associated with their use;

(7) pesticide regulations at the federal and State level, and the risk assessments that inform them, do not mimic real world exposure scenarios and fail to account for synergistic or cumulative effects of multiple chemicals acting on the same pathway; do not include sufficient evaluation of a pesticide's "inert" ingredients and the pesticide formulations that are sold to consumers; and often fail to take sensitive populations like children and pollinators into account;

(8) in the absence of adequate regulation at the federal or State level, the County is compelled to act to protect the health of children, families, pets and the environment.

(b) The purpose of this statute is to protect the public health and welfare and to minimize the potential pesticide hazard to people and the environment, consistent with the public interest in the benefits derived from the safe use and application of pesticides. The goal is to inform the public about pesticide applications and minimize the use of pesticides for cosmetic purposes, while not restricting the ability to use pesticides in agriculture, for the protection of public health, or for other public benefit.

Sec. 12-161.02 Definitions.

(a) (1) **Agriculture** means the business, science, and art of cultivating and managing the soil, composting, growing, harvesting, and selling sod, crops and livestock, and the products of forestry, horticulture and hydroponics; breeding, raising, or managing livestock, including horses, poultry, fish, game and fur-bearing animals; dairying, beekeeping and similar activities, and equestrian events and activities.

(2) **Children's facility** means a building or part of a building which, as part of its

function, is regularly occupied by children under the age of 6 years and is required to obtain a certificate of occupancy as a condition of performing that function. Children's facility includes a child day care center, family day care home, nursery school, and kindergarten classroom.

(3) **Custom applicator** means any person, and their [his] employees, who is engaged in the business of applying by air, ground, hand, or mechanical equipment, pesticides to property.

(4) **Customer** means any person who has entered into an agreement for a custom applicator to apply pesticides for the care of property.

(5) **Department** means the Office of the Health Officer.

(6) **Director** means the Health Officer or their designee.

(7) **Garden** means an area of land used to cultivate food crops, flowers, or other ornamental plants.

(8) **Lawn** means an area of land, except agricultural land, that is:

(1) mostly covered by grass, other similar herbaceous plants, shrubs, or trees; and

(2) kept trim by mowing or cutting.

(9) **Lawn** does not include a:

(1) playing field;

(2) golf course;

(3) garden; or

(4) tree or shrub.

(10) **Listed pesticide means:**

(1) a pesticide the active ingredients of which are recommended by the National Organic Standards Board (NOSB) pursuant to 7 U.S.C. § 6518, as amended, and published as the National List at 7 C.F.R. §§ 205.601 and 205.602; or

(2) a pesticide designated a "minimum risk pesticide" under the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) § 25(b) and listed in 40 C.F.R. § 152.25(f).

(11) **Mulched recreation area** means an area of land covered with natural or synthetic mulch or wood chips that is not a playground but is open to the public for picnic or other recreation use.

(12) **Neonicotinoid** means a class of neuro-active pesticides chemically related to nicotine. Neonicotinoid includes acetamiprid, clothianidin, dinotefuran, imidacloprid, nitenpyram, nithiazine, thiacloprid, and thiamethoxam.

(13) **Pest** means an insect, snail, slug, rodent, nematode, fungus, weed, or any other form of terrestrial or aquatic plant or animal life or other microorganism (except viruses, bacteria, or other microorganisms on or in a living man or other living animal), which normally is considered to be a pest or with the Secretary of the Maryland Department of Agriculture or defined as a pest by applicable state regulations.

(14) **Pesticide** means a substance or mixture of substances intended or used to:

(1) For preventing, destroying, repelling, or mitigating any pest;

(2) For use as a plant regulator, defoliant, or desiccant; and

(3) To be used as a spray adjuvant, such as a wetting agent or adhesive.

(4) Pesticide does not include an antimicrobial agent, such as a disinfectant, sanitizer, or deodorizer, used for cleaning that is not considered a pesticide under any federal or state law or regulation.

(15) **Playground** means an outdoor children's play area that is on the premises of a children's facility, school, apartment building or complex, common ownership community, or park. Playground includes a mulched path that is used to enter a children's play area.

(16) **Playing field** means:

(1) an athletic field maintained by Prince George's County or the Department of Parks and Recreation; or

(2) an area of land on private property maintained exclusively for sporting use.

(17) **Private Applicator** means any person who applies pesticides by air, ground, hand, or mechanical equipment to his privately owned or leased property, or property which he otherwise occupies or uses by consent of the owner, and further includes any corporation, partnership, sole proprietorship, other business association, condominium association, agency of Prince George's County, Maryland, or any of the municipalities within Prince George's County, Maryland, and similar entities which utilizes its own employees to apply by air, ground, hand, or mechanical equipment, pesticides to property owned or managed by said entity.

(18) **Private lawn application** means the application of a pesticide to a lawn on property owned by or leased to the person applying the pesticide. Private lawn application does not include:

(1) applying a pesticide for the purpose of engaging in agriculture; or

(2) applying a pesticide around or near the foundation of a building for the purpose of indoor pest control owned or managed by said entity.

(19) **Property** means land located in Prince George's County, Maryland, and the water, vegetation, and airspace upon and above said land, but does not include structures or other improvements or areas of land used exclusively for agriculture or commercial forest production.

(20) **Registered pesticide** means a pesticide registered by the United States Environmental Protection Agency and labeled pursuant to FIFRA for use in lawn, garden and ornamental sites or areas.

(21) **Residential Applicator** means a private applicator who applies a pesticide for any purpose on any property where he/she resides, excluding such property as may comprise the common area of a multifamily dwelling or associated group of dwellings.

(22) **Vector or disease vector** means an animal, insect, or microorganism that carries and transmits an infectious pathogen into another organism.

(23) **Waterbody** means waters located within the County that are:

(1) subject to the ebb and flow of the tide; or

(2) free flowing, unconfined and above-ground rivers, streams or creeks.

Sec. 12-161.03 Signs.

(a) Sign prior to pesticide application.

(1) For at least twenty-four (24) hours prior to each application of pesticide by a custom applicator, the customer shall post signs visible from all streets fronting or providing principal access to the property. The sign(s) will be developed or approved by the Health Officer for the purpose of notifying the public of the pending property treatment and will be supplied to the customer by the custom applicator.

(2) At least twenty-four (24) hours prior to each episode of pesticide treatment by a private applicator, or a residential applicator, the applicator shall either post signs visible from all streets fronting or providing principal access to the property, said sign to be substantially in the form and content as described in paragraph (1) of this Subsection and may be obtained pursuant to Section 12-161.05 of this Subdivision.

(3) This requirement shall not apply to emergency situations as may be defined by regulation or in which treatment is necessary to protect property or structures from immediate damage from an existing pest.

(4) The Health Officer shall further have the right, from time to time, to exempt certain properties, such as, but not exclusively, golf courses and public utility rights-of-way, when it is shown that access to the property is sufficiently restricted and proximity to other properties which may be affected by or receive drifting chemicals from the pesticide application is sufficiently removed so as to eliminate the need for prior posting.

(5) The signs required under this Subsection shall remain posted until replaced by the signs required by Subsection (b) of this Section.

(b) Sign after pesticide application.

(1) Immediately after pesticide application, the applicator shall post a sign or signs on the treated property.

(2) Such sign or signs shall:

(A) Be clearly visible on the treated area and from all streets fronting or providing principal places of access to the property. If there are more than one principal places of access to the property, a sign shall be placed so as to be visible from each.

(B) Be of such size and bear such language as developed, approved, or directed by the Health Officer.

(C) The signs shall remain in place for at least three (3) days, and in no event more than seven (7) days, following application of the pesticide.

(3) The Health Officer may from time to time exempt certain types of property, such as, but not exclusively, golf courses and public utility rights-of-way, in which access is sufficiently restricted and proximity to other properties which may be affected by or receive drifting chemicals from the pesticide application is sufficiently removed, from the requirements of this Subsection, providing such exempted property has an alternative method of providing the notification set forth in this Subsection to members of the public who may come into contact with the treated area.

(c) The Health Officer shall provide to the public in a manner deemed appropriate, information which explains the notice provisions. The Health Officer shall compile and make available to the public, upon request, specific information and safety precautions for those lawn pesticides determined by the Health Officer to be most commonly used.

Sec. 12-161.04. - Written Statement.

(a) Immediately after application of a pesticide, the custom applicator shall give each

customer a brief written statement as set forth in this Section.

(b) The language of such statement shall be developed or approved by, and revised as necessary by, the Health Officer but shall include, at a minimum:

(1) Current government agency phone numbers for consumer complaints, further technical information and medical emergencies;

(2) A list of general customer safety precautions applicable to most pesticide applications; and

(3) A statement notifying the customer that each custom applicator applying pesticides shall be licensed by the Maryland Department of Agriculture and have its employees follow safety precautions.

(c) As a part of such statement, the custom applicator shall, in addition to the foregoing, list the trade and generic name of each pesticide which is used and any customer safety precautions specific to any of the individual pesticides.

Sec. 12-161.05. - Vendors.

Every vendor of a pesticide or material containing a pesticide shall be encouraged to display and make available to the buyer with each sale signs for pre- and post-treatment posting and other informational material provided by or approved by, the Health Officer, said informational material to provide, at a minimum, the information required by Section 12-161.04(b)(1) and (2).

Sec. 12-161.06. Exceptions and Regulations.

(a) Upon the showing by the Washington Suburban Sanitary Commission, Maryland-National Capital Park and Planning Commission, and the Prince George's County Department of Public Works and Transportation that the potential for any adverse effect from pesticide application upon the public or to adjoining property is minimal or that compliance with the terms of this Subdivision is excessively burdensome or impractical, the Health Officer may exempt said agencies from the requirements of this Subdivision.

(b) The Board of Health may adopt by resolution such regulations and establish such exemptions as may be necessary to carry out the intent of this Subdivision.

Sec. 12-161.07. Enforcement.

Each violation of this Division shall constitute a civil violation subject to a civil fine of Fifty Dollars (\$50.00) in accordance with the procedures of Division 3, Subtitle 28, Prince

George's County Code.

SECTION 2. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Sections 12-161.03.01, 12-161.04.01, 12-161.04.02, 12-161.04.03, 12-161.04.04, 12-161.04.05, 12-161.04.06, 12-161.04.07, 12-161.04.08, 12-161.04.09, 12-161.04.10, 12-161.04.11, of the Prince George's County Code be and the same are hereby added:

SUBTITLE 12. HEALTH.

DIVISION 5. PEST CONTROL.

SUBDIVISION 4. PESTICIDE APPLICATION.

Sec. 12-161.03.01 Signs with retail purchase of pesticide.

(a) A person who sells at retail a pesticide or material that contains a pesticide shall:

(1) make available to a person who buys the pesticide or material that contains a pesticide:

(a) notice signs and supporting information that are approved by the Health Officer;

(b) the product label or other information that FIFRA requires for sale of the pesticide; and

(c) materials approved or distributed by the Department that:

(i) explain the dangers of contamination that may occur from pesticide use; and

(ii) inform buyers of the availability of alternative products; and

(b) display a sign or signs in each area of the retail establishment where registered pesticides are available to consumers, with language approved by the Department, that:

(1) informs buyers of the County law on the use of registered pesticides on lawns; and

(2) identifies pest control options that are permissible for lawn application under the law.

(c) The Health Officer shall enforce this Section and shall annually inspect each person.

Sec. 12-161.04.01. Storage and handling of pesticides.

(a) Any person who sells at retail a pesticide or material that contains a pesticide shall:

(1) transport, display, and store each pesticide in a secure, properly labeled container

that resists breakage and leakage, and promptly clean up and either repackage or properly dispose of any pesticide that escapes from its container;

(2) display and store each pesticide separately from any food, medicine, or other product that a human being or animal may ingest; and

(3) transport each pesticide separately from any food, medicine, or other product that a human being or animal may ingest unless the pesticide is in a secure container that resists breakage and leakage.

(b) The Health Department and any other agency designated by the County Executive, shall enforce this Section.

Sec. 12-161.04.02 Regulations.

(a) The County Executive shall provide regulations in resolution form to the County Council to carry out the requirements of this legislation.

(b) The County Executive shall include in the regulations adopted under this Section, the minimum size or quantity, and type of pesticide subject to Section 12-161.03.01.

(c) The County Executive shall include in the regulations adopted under this Section, a list of invasive species that may be detrimental to the environment in the County. The County Executive shall submit the first list of invasive species to the County Council for approval by February 1, 2020 . The County Executive shall review and update the list of invasive species designated under subsection (c) by July 1 of each year.

Sec. 12-161.04.03. Penalty for Violating Subtitle.

(a) Any person that violates this Subtitle shall be penalized. Each day of the violation shall be a separate offense.

Sec. 12-161.04.04 Notice about pesticides to customer.

(a) In this Section:

(1) Customer means a person who makes a contract with a custom applicator to have the custom applicator apply a pesticide to a lawn.

(2) New customer includes a customer who renews a contract with a custom applicator.

(b) A custom applicator shall give to a new customer before application, a list of:

(1) the trade name of each pesticide that might be used;

(2) the generic name of each pesticide that might be used; and

(3) specific customer safety precautions for each pesticide that might be used; and

(4) after application, a list of:

(a) the trade name of each pesticide actually used; and

(b) the generic name of each pesticide actually used; and

(5) a written notice about pesticides prepared by the Department under subsection (c).

(c) The Department shall prepare, keep current, and provide to a custom applicator a written notice about pesticides for the custom applicator to give to a customer under subsection (b).

(d) The notice prepared by the Department under subsection (c) shall include:

(1) government agency phone numbers to call to;

(2) make a consumer complaint;

(3) receive technical information on pesticides; and

(4) get assistance in the case of a medical emergency;

(e) (1) a list of general safety precautions a customer should take when a lawn is treated with a pesticide;

(2) required statement that a custom applicator shall:

(3) be licensed by the Maryland Department of Agriculture; and

(4) follow safety precautions; and

(5) a statement that the customer has the right to require the custom applicator to notify the customer before each treatment of the lawn of the customer with a pesticide.

Sec. 12-161.04.05 Posting signs after application by custom applicator

(a) Immediately after a custom applicator treats a lawn with a pesticide, the custom applicator shall place markers within or along the perimeter of the area where pesticides have been applied.

(b) A marker required under this Section shall:

(1) be clearly visible to persons immediately outside the perimeter of the property;

(2) be a size, form, and color approved by the Department;

(3) be made of material approved by the Department;

(4) have wording with content and dimensions approved by the Department; and

(5) be in place on the day that the pesticide is applied.

Sec. 12-161.04.06 Posting signs after application by property owner or tenant.

(a) A person who performs a private lawn application treating an area more than 100 square feet, or an area of any size within five feet of a property line, shall place markers within or along the perimeter of the area where pesticides have been applied.

(b) A marker required under this Section shall:

- (1) be clearly visible to persons immediately outside the perimeter of the property;
- (2) be a size, form, and color approved by the Department;
- (3) be made of material approved by the Department;
- (4) have wording with content and dimensions approved by the Department; and
- (5) be in place on the day that the pesticide is applied.

Sec. 12-161.04.07 Prohibited applications.

(a) On County-owned property and private property, except as provided in subsection (b), a person shall not apply a registered pesticide other than a listed pesticide to:

- (1) a lawn;
- (2) a playground;
- (3) a mulched recreation area;
- (4) a children's facility; or
- (5) the grounds of a children's facility.

(b) A person may apply any registered pesticide to:

- (1) control weeds;
- (2) control invasive species listed in a regulation;
- (3) control disease vectors;
- (4) control biting or stinging insects or stinging plants;
- (5) control organisms that threaten the health of trees or shrubs;
- (6) maintain property as part of efforts by a public utility to comply with applicable vegetation management provisions of any federal, state, or local law or regulation;
- (7) control indoor pests, if applied around or near the foundation of a building;
- (8) control pests while engaged in agriculture; and
- (9) control a pest outbreak that poses an imminent threat to human health or prevent significant economic damage if a registered pesticide is not used.

(c) If a pesticide is applied under paragraph (b)(9) of this Section, the person applying the pesticide shall:

- (1) within seven days after a pesticide is applied on private property, notify the Department of the application and the reasons for the use of the pesticide; or
- (2) within 30 days after a pesticide is applied on County-owned property, inform the

Council of the application and the reasons for the use of the pesticide.

Sec. 12-161.04.08. Outreach and education campaign.

(a) The Executive shall implement a public outreach and education campaign before and during implementation of the provisions of this Subtitle.

(b) The outreach and education campaign shall include the provision of the following resources:

(1) products which are the NOSB National list products categorized by use;

(2) FIFRA § 25(b) minimum risk pesticides, listed in 40 C.F.R. § 152.25(f); and

(3) guidance on best practices for organic and pesticide-free lawn care.

(c) The outreach and education campaign should include:

(1) informational mailers to County households;

(2) distribution of information through County internet and web-based resources;

(3) radio and television public service announcements;

(4) news releases and news events;

(5) information translated into Spanish, French, Chinese, Korean, Vietnamese, and other languages, as needed;

(6) extensive use of County Cable and other Public, Educational, and Government channels funded by the County; and

(7) posters and brochures made available at County events, on The Bus, libraries, recreation facilities, senior centers, public schools, Prince George's Community College, health care providers, hospitals, clinics, and other venues.

Sec. 12-161.04.09 Neonicotinoid pesticides on County-owned property.

(a) Prohibition. Except as provided in subsection (b), a County employee or County contractor shall not use a neonicotinoid pesticide on property owned by the County.

(b) Exceptions.

(1) A County employee or County contractor may use a neonicotinoid pesticide on County-owned property to control pests while engaged in agriculture.

(2) This Section does not apply to County-owned property that the Maryland National Capital Park and Planning Commission operates or manages for the County.

Sec.12-161.04.10 Integrated pest management on County property.

(a) Adoption of program. The Department shall adopt an integrated pest management

1 program for all property owned by the County.

2 (b) Requirements. Any program adopted under subsection (a) shall require:

3 (1) monitoring the turf or landscape as appropriate;

4 (2) accurate record-keeping documenting any potential pest problem;

5 (3) evaluating the site for any injury caused by a pest and determining the appropriate
6 treatment;

7 (4) using a treatment that is the least damaging to the general environment and best
8 preserves the natural ecosystem;

9 (5) using a treatment that will be the most likely to produce long-term reductions in
10 pest control requirements and is operationally feasible and cost effective in the short and long
11 term;

12 (6) using a treatment that minimizes negative impacts to non-target organisms;

13 (7) using a treatment that is the least disruptive of natural controls;

14 (8) using a treatment that is the least hazardous to human health; and

15 (9) exhausting the list of all non-chemical methods and listed pesticides for the
16 targeted pest before using any other treatments.

17 (c) The Department shall provide training in integrated pest management for each employee
18 who is responsible for pest management.

19 **Sec. 12-161.04.11 County parks.**

20 (a) Policy. It is the policy of Prince George's County to promote environmentally sensitive
21 landscape pest management in its parks by phasing out the use of the most hazardous pesticides
22 and reducing overall pesticide use while preserving landscape assets, maintaining functionality
23 of playing fields and protecting the health and safety of the public and County employees. To
24 carry out this policy, the Department of the Environment shall, subject to appropriation,
25 implement the provisions of this Section.

26 (b) Pesticide-free parks. The National Capital Park and Planning Commission shall
27 implement a pesticide-free parks program that, at a minimum, consists of:

28 (1) the maintenance of certain parks entirely without the use of registered pesticides
29 other than listed pesticides;

30 (2) a program for reducing the use of registered pesticides other than listed pesticides
31 on playing fields that includes:

1 (A) a pilot program consisting of at least five playing fields maintained without
 2 the use of registered pesticides other than listed pesticides that:

3 (i) is conducted in consultation with an expert in organic turf management,
 4 with experience in successful transitions from conventional to organic turf management; and

5 (ii) includes a publicly available plan describing the practices and
 6 procedures used;

7 (B) maintenance of all other playing fields using an integrated pest management
 8 program; and

9 (C) a plan submitted to the Council by September 1, 2020 for transitioning to
 10 maintenance of all playing fields without the use of registered pesticides other than listed
 11 pesticides by September 1, 2021; and

12 (3) a public communication campaign to inform the public of the existence and
 13 progress of the pesticide-free parks program.

14 (c) Pesticide usage protocols. The National Capital Park and Planning Commission shall
 15 develop usage protocols which limit the use of registered pesticides other than listed pesticides to
 16 the maximum extent possible and, subject to the exceptions in subsection (d):

17 (1) do not permit the use of registered pesticides other than listed pesticides within 25 feet
 18 of a waterbody;

19 (2) except where immediate application is necessary to protect human health or prevent
 20 significant economic damage, include the posting of notice of each planned application of a
 21 registered pesticide other than a listed pesticide on the appropriate National Capital Park and
 22 Planning Commission website and in the area where the pesticide is to be applied, from at least
 23 48 hours before application through at least 48 hours after application, that includes:

24 (A) the common name of the pesticide; and

25 (B) the location of the application; and

26 (C) the planned date and time of the application; and

27 (D) the reason for the use of the pesticide; and

28 (3) provide for pesticide application information required under paragraph (c)(2) to be made
 29 available to the public in real-time and in a manner consistent with the Prince George's County
 30 Code.

31 (d) Exceptions. The pesticide-free parks program and pesticide usage protocols may generally

1 permit the application of a registered pesticide to:

- 2 (1) control weeds;
- 3 (2) control invasive species listed in a regulation;
- 4 (3) control disease vectors;
- 5 (4) control biting or stinging insects or stinging plants;
- 6 (5) control organisms that threaten the health of trees or shrubs;
- 7 (6) remove weeds as part of the renovation of a playing field;
- 8 (7) control pests while engaged in agriculture; and
- 9 (8) otherwise protect human health or prevent significant economic damage.

10 (e) Reporting requirement. The National Capital Park and Planning Commission shall submit
 11 semi-annual reports to the County Executive and County Council on or before January 15 and
 12 July 15 of each year that:

13 (1) detail registered pesticide usage, other than listed pesticide usage, in County parks
 14 during the preceding year, including:

- 15 (A) the common name of each registered pesticide used;
- 16 (B) the location of each application;
- 17 (C) the date and time of each application; and
- 18 (D) the reason for each use of a registered pesticide;

19 (2) describe the status of the pesticide-free parks program implemented under this
 20 Section; and

21 (3) are available to the public in a manner consistent with the County Code.

22 SECTION 3. BE IT FURTHER ENACTED that the provisions of this Act are hereby
 23 declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,
 24 sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of
 25 competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining
 26 words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this
 27 Act, since the same would have been enacted without the incorporation in this Act of any such
 28 invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection,
 29 or section.

30 SECTION 4. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)
 31 calendar days after it becomes law.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Todd M. Turner
Chair

ATTEST:

Donna J. Brown
Acting Clerk of the Council

APPROVED:

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



Greenbelt Advisory Committee on Environmental Sustainability

**GREENBELT ADVISORY COMMITTEE ON ENVIRONMENTAL SUSTAINABILITY
GREENBELT GREEN TEAM
October 4, 2019**

SUBJECT: Petition to Support Prince George's County CB-065-2019

BACKGROUND: Green ACES and the Green Team recently learned of a bill dealing with pesticides that Prince George's County is considering.

RECOMMENDATION: Green ACES and the Green Team recommend that City Council endorse, and send a letter of endorsement, to the County Council, supporting passage of CB-065-2019, an act concerning pesticides.

Following in the footsteps of Montgomery County, which passed similar legislation in 2015, and City Council's adoption of the Sustainable Land Care Policy report, the goal is to inform the public about pesticide applications and minimize the use of pesticides for cosmetic purposes, while not restricting the ability to use pesticides in agriculture, for the protection of public health, or for other public benefit.

Here is a link to the County Council bill CB-065-2019:

<https://princegeorgescountymd.legistar.com/LegislationDetail.aspx?ID=4144256&GUID=08061877-3CA0-4F67-90A2-6948EC107ECA&Options=ID|Text|&Search=>

This is a time-sensitive issue, since we understand that County Council intends to vote on this legislation before Thanksgiving.

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

Proposed Council Referrals to Board of Elections on Candidate Photos and Campaign Signs

Suggested Action:

Reference: Municipal Building Election No-Post Map

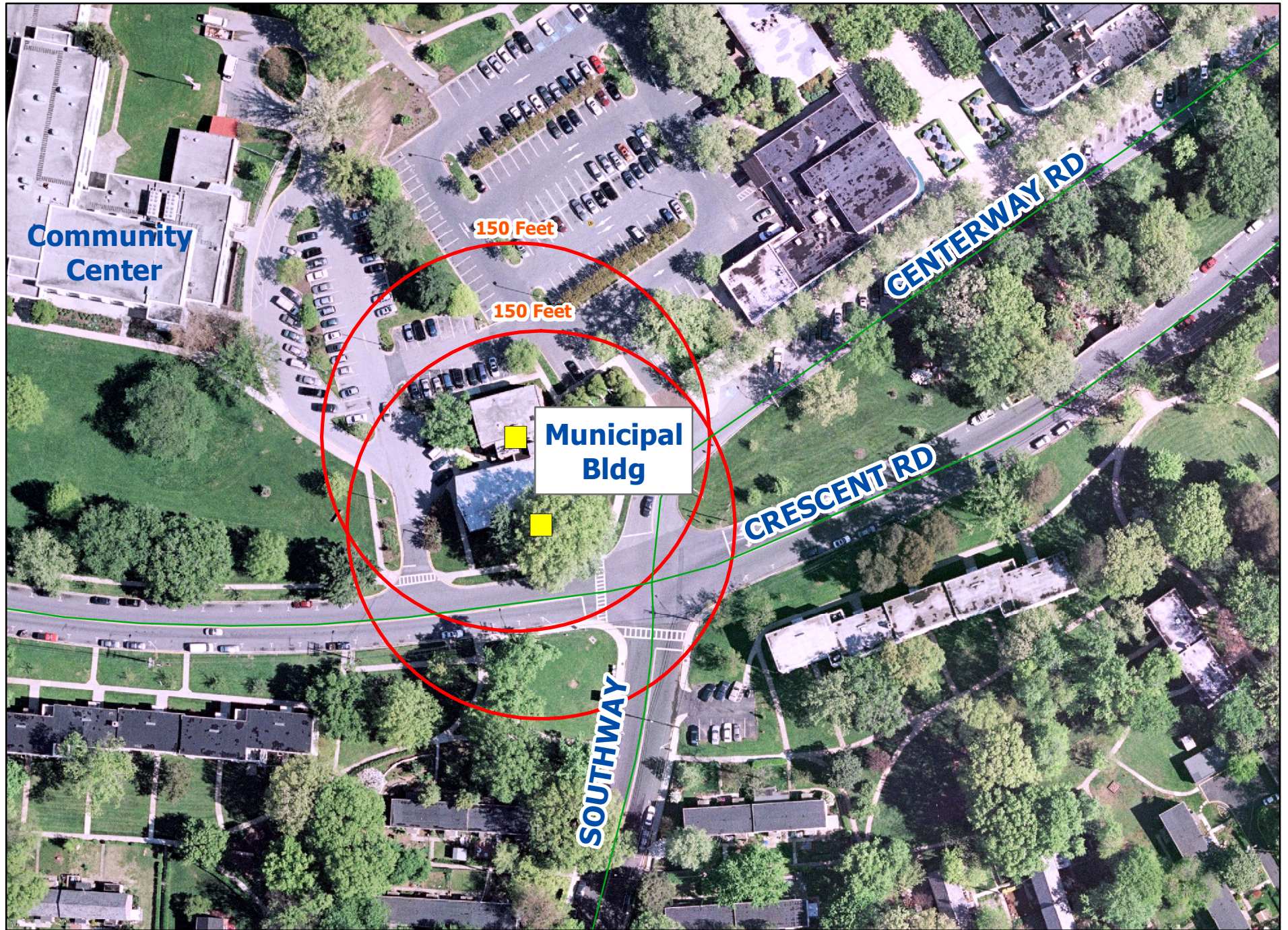
Councilmembers Davis and Mach requested that the following items be included on the agenda for Council discussion.

Candidate photos at polling places, Campaign signs at Municipal Building No-Post Zone, and Sign Posts in Greenbelt Station.

Attachments:

[Election no-post areas municipal bldg.pdf](#)

Greenbelt Municipal Building - No Post Areas



City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

Opposition to Proposed Bureau of Engraving and Printing Facility at Beltsville Agriculture Research Center Site

Suggested Action:

Councilmember Byrd requested that this item be included on the agenda.

Councilmember Byrd's proposed motion would be to oppose the proposed facility.

Attachments:

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: Nicole Ard

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

RFQ for Legal Services on the Proposed MAGLEV & Beltway Widening Projects

Suggested Action:

City Council requested that this item be included on the agenda.

Attachments:

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

Litter at CVS Store on Hanover Parkway

Suggested Action:

Councilmember Byrd requested that this item be included on the agenda.

Attachments:

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: David Moran

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

*Letter of Support for HUD 202 Program

Suggested Action:

Reference:

Email, C. Batey, 09/25/2019

HUD 202 Funding Letter

Included in Council's packet is an email provided by Christal Batey regarding Federal funding for low income senior housing. LeadingAge is a 501(c)(3) tax exempt charitable organization focused on education, advocacy, and applied research for the field of senior services. They are encouraging advocacy for new Section 202 funding in the FY 2020 Housing & Urban Development (HUD) funding bill.

The House version of the bill provides \$140 Million for new HUD Section 202 housing, while the Senate version provides no funding for new housing. The Senate Bill provides \$17 Million for new Service Coordinators, while the House bill provides \$5 Million. Both Senate and House bills fully fund existing Service Coordinators.

Staff has drafted a letter to the City's Federal delegation encouraging them to support this funding. Approval of this item on the consent agenda will indicate Council's approval of the letter.

Attachments:

[Email from Christal - LeadingAge.pdf](#)

[HUD 202 Funding Letter.pdf](#)

David Moran

From: Christal Batey
Sent: Wednesday, September 25, 2019 7:34 AM
To: David Moran; Nicole Ard
Subject: Fwd: Urge Support for HUD 202 Expansion

FYI - Christal

Get [Outlook for iOS](#)

From: Marquita Crawford <MCrawford@leadingage.org>

Sent: Tuesday, September 24, 2019 2:36 PM

To: Christal Batey

Subject: Urge Support for HUD 202 Expansion



Expansion of HUD 202 Program on the Line

The House and Senate will soon begin negotiating the differences between their fiscal year 2020 HUD spending bills.

LeadingAge's top priority is to expand the supply of affordable housing provided through HUD's Section 202 Housing for the Elderly program.

The House bill provides \$140 million for new Section 202 homes in FY20. The Senate bill provides no funding for new Section 202 homes. We greatly appreciate the Senate bill's \$17 million and the House bill's \$5 million

for new Service Coordinators, which are greatly needed. LeadingAge urges that funding for new 202 homes and for new Service Coordinators be in the final FY20 HUD funding bill.

Your representative and senators need to hear from you:

- We need significant expansion of funding for new homes under HUD's Section 202 program.
- Now is not the time to roll-back recent progress new Section 202 homes.
- The final FY20 HUD funding bill must include at least the House's \$140 million for new Section 202 homes.
- The Senate bill's zero funding for new Section 202 homes is unacceptable.



We are getting closer to the finish line and need your help. Send a message to your elected officials in Congress and urge them to expand and preserve affordable housing for older adults. Your voice will make a difference as we work with Congress to finish the job on funding for these vital programs.

How you can help:

- Call or email your lawmakers TODAY!
- Share this information with the residents in your community and suggest that they call as well.
- [Forward this action alert to your network.](#)

CALL TO ACTION

October 11, 2019

«Name»

«Title»

«Street»

«City»

Dear «Dear»:

As owners of a HUD Section 8 Apartment complex, Green Ridge House, the City of Greenbelt is concerned that the Fiscal Year 2020 Senate Appropriations Committee's HUD funding bill includes no funding for new HUD Section 202 homes. The Senate bill's lack of funding for new Section 202 homes is greatly concerning as multiyear waiting lists are the norm for those seeking housing across the country. Given the extreme need for affordable housing for older adults with very low incomes and the growing number of seniors, this funding and construction of new senior housing is essential.

As a recipient of the HUD Service Coordinator grant program we are pleased to see that the Senate expanded funding for the Service Coordination program and the House and Senate fully funded the existing service coordinator contracts. But unfortunately the House Bill only funded \$5 million for Service Coordination expansion compared to \$17 million in the Senate. Currently, there are only Service Coordinators in 50% of the Section 202 communities across America.

The City of Greenbelt knows first-hand the importance of the Service Coordinator in prolonging low income seniors in independent housing and to delay entry into the Medicaid for long-term care system and Medicare services. Therefore the City of Greenbelt supports the expansion of Service Coordinator funding to meet the needs of seniors across the country living in Section 8 202 communities.

The City urges Congress to fund in full the HUD Section 202 program and expand the dollars allocated for the Service Coordination Program in an effort to provide the needed support to low income seniors around the country.

Sincerely,

Emmett V. Jordan
Mayor

cc: City Council

Christal Batey, Community Resource Advocate

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: Jim Sterling

Submitting Department: Public Works

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

*Letter of Support for the Four Cities Coalition Waste Reduction and Education Initiative 2019

Suggested Action:

Reference:

Letter of Support

Memorandum of Agreement, 06/06/2019

On June 13, 2019 an application for \$165,000 was submitted to the Department of Housing and Community Development (DHCD) Community Legacy Grant for the acquisition of “Bigbelly” solar compacting trash and recycling containers. This grant was submitted in partnership with the other members of the Four Cities Coalition; the Town of Berwyn Heights, City of College Park, City of New Carrollton, and City of Greenbelt.

The “Bigbelly” solar powered, self-compacting, smart waste system eliminates visible waste and wind-blown litter, prevents rodent and bird access, reduces collection truck traffic and fuel consumption as well as reducing harmful emissions, and enhances space improving operational efficiency. The “Bigbelly” system includes a web based application that makes notification to both email and cellular devices when the receptacle is ready to be emptied reducing the need for wasted visits, resulting in more efficient personnel usage.

“Bigbelly” bins can be outfitted with easy to insert and remove signage which can be used for advertising and education purposes. Municipal collaboration members plan on utilizing this feature to educate the public on what materials go in which container either landfill or recycling. This will be accomplished with bilingual, English and Spanish, signage with full color images of the items that belong in the trash and recycling containers.

Overall, this project will address and resolve the specific issues of litter, landfill diversion rates, recycling contamination, stormwater quality, and public education identified in the Sustainable Community Action Plan.

Meetings with the Department of Public Works Directors from the other Four Cities Coalition municipalities resulted in unanimous support and a signed memorandum of agreement (MOA) outlining the roles and responsibilities of each municipality.

Included in the Council’s packet is a letter of support. Staff is recommending that the letter be signed and sent on behalf of the City of Greenbelt in support of this project.

Attachments:

[City_of_Greenbelt_Letter_of_Support.pdf](#)

[MOA_CL_2019.pdf](#)



City of Greenbelt

25 Crescent Road
Greenbelt, Maryland 20770
Office (301) 474-8000



October 9, 2019

Duane Felix
Assistant Director
Division of Neighborhood Revitalization
2 North Charles Street, Suite 450
Baltimore, Maryland 21201

RE: Letter of Support Four Cities Coalition Waste Reduction and Education Initiative 2019, DHCD-Community Legacy Grant proposal for FY2020.

Dear Duane Felix,

We are writing to express our commitment and support for Greenbelt's DHCD-Community Legacy grant proposal for the upcoming 2020 awards to acquire "Bigbelly" solar compacting trash and recycling containers. We strongly encourage you to fully fund this application. We will support this effort by providing our city's Environmental Coordinator and our public works department as needed. We believe that the acquisition of "Bigbelly" trash and recycling containers will serve to increase diversion rates from the landfill, decrease recycling contamination, increase public education, and improve stormwater quality.

We fully support this project and look forward to working with other members of the Four Cities Coalition on improving the environment, aesthetic appeal of our public spaces, and quality of life of our residences.

Sincerely,

Emmett V. Jordan
Mayor



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

MEMORANDUM OF AGREEMENT

Date: June 6, 2019

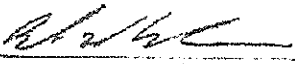
To: Jim Sterling, Director of Public Woks City of Greenbelt
Kenny Hall, Director of Public Works Town of Berwyn Heights
Robert Marsili Jr, Director of Public Works City of College Park
Wilson Cochran, Director of Public Works City of New Carrollton

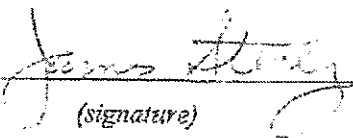
From: Jason Martin, Environmental Coordinator

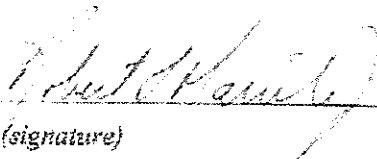
Regarding: In-kind funds for Community Legacy Program

The goal of the Four Cities Coalition Waste Reduction and Education Initiative is to reduce litter, increase stormwater quality, increase recycling rates, and educate the public on these matters. One step toward meeting this goal is the acquisition of “Bigbelly” solar powered compacting trash and recycling bins. The “Bigbelly” solar powered, self-compacting, smart waste system eliminates visible waste and wind-blown litter, prevents rodent and bird access, reduces collection truck traffic and fuel consumption as well as reductions of harmful emissions, and enhances space improving operational efficiency. It was decided that the City of Greenbelt would spearhead this initiative by applying for the Community Legacy Program which is managed by the Maryland Department of Housing and Community Development. The City of Greenbelt, City of College Park, Town of Berwyn Heights, and the City of New Carrollton are municipal partners in the Four Cities Coalition and have agreed to support this initiative. The City of Greenbelt will act as the project manager and the municipal partners will provide materials and manpower for installation and maintenance of the “Bigbelly” solar powered compacting trash and recycling bins. The City of Greenbelt has agreed to project manage this project utilizing existing staff. It is

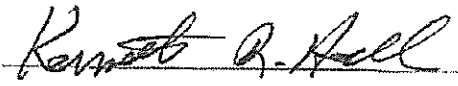
believed that public works, finance, grant management staff, etc., a total of over 500 hours of work time will result from administering and putting into operation these receptacles. That calculates into an In-kind matching expense of 10 hours per receptacle at an average of \$45.00 per hour. Taken into consideration three (3) additional municipalities and their respective departments involvement, In-kind expenses are most likely under estimated.

COCHRAN BERNARD  6/7/19
(print) (signature) (date)

JAMES Sterling  6/7/19
(print) (signature) (date)

ROBERT L. MARSHALL JR.  6-10-19
(print) (signature) (date)

Kenneth R. HALL

 6/10/19
(print) (signature) (date)

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

* Appointment to Advisory Groups

Suggested Action:

Reference: Applications

Council interviewed Xochitl Zamora-Thompson on August 7, 2019, for appointment to the Greenbelt Advisory Committee on Environmental Sustainability.

Approval of this item on the consent agenda will indicate Council's intent to appoint Ms. Zamora-Thompson to Green ACES.

Attachments:

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

* Reappointments to Advisory Groups

Suggested Action:

Reference: Reappointment Surveys

The following individuals have indicated their willingness to continue to serve on City Advisory Boards and Committees:

Stanley Zirkin - Public Safety Advisory Committee

Maria Silvia Miller - Advisory Planning Board

Eunice Pierre - Public Safety Advisory Committee

Attachments:

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

* Resignation from Advisory Groups

Suggested Action:

Reference: Email, J. Grotke, 092219

Jeannette Grotke has submitted her resignation from the Senior Citizens Advisory Committee.

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

Attachments:

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

Special Election in event of Vacancy on Council

Suggested Action:

Councilman Byrd requested this item to be included on the agenda. His motion is to direct the City Solicitor to draft an amendment to Section 32 of the City Charter that would require a special election to fill a vacancy (when that vacancy is created with more than 14 months left in a term).

Attachments:

City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

Greenbelt Elementary Clean Water Partnership Micro Bioretention

Suggested Action:

Reference: Greenbelt ES City Council Letter

Mayor Jordan requested this item be included on the agenda.

Attachments:

[Greenbelt ES City Council letter.pdf](#)



October 14, 2019

Mayor Emmett V. Jordan
City of Greenbelt
25 Crescent Rd.
Greenbelt, MD 20770

Re: Request to waive the City of Greenbelt Erosion and Sediment Control inspection, and/or its \$1,000 Fee

Dear Mayor Jordan,

Thank you for your support on the upcoming Greenbelt Elementary School Stormwater Retrofit Project. The Clean Water Partnership (CWP), a partner with Prince George's County Department of the Environment, is undertaking this project to meet the County's stormwater management goals towards the Chesapeake Bay Total Maximum Daily Load (TMDL) and we value the opportunity to participate in this process.

The CWP uses Maryland Environmental Services (MES) for third party inspection services of all its projects. MES acts as an independent inspector and certifier of stormwater retrofit credits. To-date, the CWP has been using MES's services in over 100+ projects and 50+ schools within the Prince George's County. During its inspections, MES ensures that the Erosion and Sediment Control features meet the designer's plans. In addition, MES also inspects the stormwater BMPs and certifies the credits each BMP receives.

MES's inspection and certification is required for CWP to complete a project. It appears to the CWP that the City of Greenbelt Erosion and Sediment Control is potentially duplicative. Therefore, any additional inspection beyond MES's inspection, will increase the project cost and schedule. We respectfully request that: 1) the City of Greenbelt additional inspection be waived for all CWP projects, or 2) waive the \$1,000 fee for all additional inspections. Thank you for your consideration. The CWP will be happy to provide any additional information you need.

Sincerely,

Curt Wovas
Program Manager
Corvias / Clean Water Partnership

9475 Lottsford Road, Suite 100 • Largo, MD 20774

T (301) 291-2259 • F (301) 291-2280

www.thecleanwaterpartnership.com



City Council Agenda Item Report

Meeting Date: October 15, 2019

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section:

Subject:

Meetings

Suggested Action:

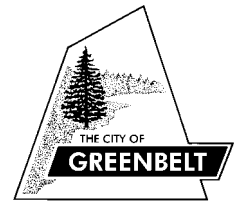
Attachments:

[meetings.pdf](#)

CITY OF GREENBELT, MARYLAND

25 Crescent Road, Greenbelt, MD 20770-1891

10/11/2019 2:45 PM



City Council Meetings & Work Sessions October – November

MML Fall Conference	Sun. – Tues.	10/13 – 10/15	
Regular Meeting	Tues.	10/15	8:00 pm
Work Session – Council Chair Turner, (CC)	Wed.	10/16	8:00 pm
Work Session – Greenbelt Watershed (MB)	Mon.	10/21	8:00 pm
Four Cities – New Carrollton	Wed.	10/23	7:30 pm
Regular Meeting	Mon.	10/28	8:00 pm
Work Session – City Manager Update, (CC)	Wed.	10/30	8:00 pm
No Meeting	Mon.	11/04	
City Council Election	Tues.	11/05	7:00 am – 8:00 pm
No Meeting	Wed.	11/06	
Charter Meeting, (MB)	Mon.	11/11	7:30 pm
Work Session – CRAB Reports – Police Community Relations/ the Petition for Congress to Shut Down the 1033 Program, (CC)	Wed.	11/13	8:00 pm
Work Session – Ground Floor East Space (GFES) – (former Adult Daycare Space), (MB)	Mon.	11/18	8:00 pm
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	

- 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

A NATIONAL HISTORIC LANDMARK

(301) 474-8000

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

MD RELAY 711

176

CITY OF GREENBELT, MARYLAND

25 Crescent Road, Greenbelt, MD 20770-1891

10/11/2019 2:45 PM

Ready to be scheduled:

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
Department of Veteran Affairs
Small Cell Procedures and Policy Review
Memorial Wall Piece
Beltway Plaza (stakeholder)
State Highway Administration
Teleconferencing
Jane Realty Apartments
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

City Council Agenda Item Report

Meeting Date: October 15, 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/ NPS Greenbelt Park	03/14	7/16	8/18											
	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)