



CITY COUNCIL AGENDA

**Municipal Building
25 Crescent Road
Monday, August 12, 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 - Approval of Staff Recommendations
(Items on the Consent Agenda [marked by *] will be approved as recommended by staff, subject to removal from the Consent Agenda by Council.)
5. Approval of Agenda and Additions

II. COMMUNICATIONS

6. Presentations
- 6a. Ceremonial Check to Council for the "Kids 2 Camp"
Suggested Action: Camp Pine Tree held their annual bake sale on August 1. The proceeds raised are donated to the "Kid 2 Camp" fund which provides financial assistance. Youth and Camp staff will present a ceremonial check to Council.
- 6b. Oath of Office - New Greenbelt Police Officer
Suggested Action: Chief Rick Bowers will introduce Greenbelt's newest police officers, Officer Arran Leathery and Officer Abbey Kipke. The oath of office will be administered by Mayor Jordan. Additional information is included in Council's packet.
- 6c. Healthy Eating Active Living (HEAL) Platinum Certification
Suggested Action: The City received the HEAL Platinum Certification at the 2019 Maryland

Municipal League (MML) conference. Sydney Daigle has been invited to discuss the HEAL Platinum Certification. Recreation Coordinator Alison Longworth and Ms. Daigle will re-present Council with the HEAL Platinum Certification award.

6d. Zero Waste Proclamation

Suggested Action: Zero Waste Week is being celebrated internationally. Greenbelt's celebration will be the week of September 2 to 6, 2019. Jason Martin, the City's Horticultural Supervisor, will be present to accept the proclamation.

[Zero Waste Week 19.pdf](#)

6e. Greenbelt Board of Elections Presentation

Suggested Action: City Council has invited the Greenbelt Board of Elections to provide an update on the upcoming election. Patricia Evans, chair will provide Council an update on the newly revised Campaign Financial Reports.

[Elections Forms.pdf](#)

7. Petitions and Requests

*8. *Minutes of Council Meetings

*8a. *Statement for the Record

Suggested Action:

Reference: Statement of Record, 07/15/2019

Statement for the Record - Closed Session, July 15, 2019: The following motion is needed: In accordance with the General Provisions Article, Section 3-305(b)(1) of the Annotated Code of Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council met in closed session on Monday, July 15, 2019, at 7:09 p.m. in the Library of the Municipal Building. Council held this closed meeting to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals.

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 member was in attendance: None.

Other individuals in attendance: None.

Council took no actions during this session.

Council recessed the meeting to re-convene on Thursday, July 25, 2019 at 8:00 pm in the Municipal Building Library.

[Statement of Record_190715.pdf](#)

*8b. *Statement for the Record

Suggested Action:

Reference: Statement of Record, 07/25/2019

Statement for the Record - Closed Session, July 25, 2019: The following motion is needed: In accordance with the General Provisions Article, Section 3-305(b)(1) of the Annotated Code of Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council met in closed session on Thursday, July 25, 2019, at 8:09 p.m. in the Library of the Municipal Building. Council held this closed meeting to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals.

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 member was in attendance: None.

Other individuals in attendance: None.

Council took no actions during this session.

[Statement of Record_190725.pdf](#)

9. Administrative Reports

*10. *Committee Reports

*10a. *Advisory Planning Board Report #2019-07 (Concern Regarding Bicycle/Pedestrian Gate on Research Road)

Suggested Action: It is recommended that Council accept this report.

[Advisory Planning Board Report #2019-07](#)

*10b. *Advisory Committee on Trees Report #2019-2 (Eleanor Roosevelt Memorial Tree)

Suggested Action: It is recommended that Council accept this report.

[ACT_Report_2019_2.pdf](#)

III. LEGISLATION

11. 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.
- 2nd Reading, Adoption

Suggested Action:

Reference:

Ordinance 1359

Greenbelt MDE Ordinance

Loan Agreement 2019

Ordinance 1359 authorized the City to borrow up to \$2.5 Million dollars to repair the Greenbelt Lake Dam. The voters approved this borrowing at a referendum on November 7, 2017. The City is borrowing these funds from the Maryland Department of the Environment (MDE) Water Quality State Revolving Fund (WQSRF).

Under Section 55(e) of the City Charter this is considered a sale of bonds by negotiation and an Ordinance is required. This Ordinance must be approved by a 2/3 majority (at least 5 members).

Fabian Walters, the City's Bond Counsel (Miles & Stockbridge), drafted the proposed Ordinance and will be available to answer any questions.

Mr. Byrd introduced this ordinance for first reading at the last meeting. It is recommended the Ordinance be introduced for second reading and moved for adoption tonight.

[Ordinance 1359.pdf](#)

[Greenbelt MDE Ordinance.pdf](#)

[Loan Agreement 2019.pdf](#)

12. AN ORDINANCE TO AMEND ARTICLE I "IN GENERAL", SECTION 13 "EARLY VOTING" OF CHAPTER 8, "ELECTIONS" OF THE GREENBELT CITY CODE
- 1st Reading & Suspension of the Rules
- 2nd Reading & Adoption

Suggested Action:

Reference: Ordinance

At its September 17, 2018, Work Session, Council and the Greenbelt Board of Elections

recommended revisions of Chapter 8, "Elections" of the City Code to include extending the Early Voting timeframe from two weeks to three weeks with the Municipal Building as an additional polling location on three weekends.

On December 10, 2018, Council adopted Ordinance 1366, which amended Article I "In General" and Article II "Campaign Contributions and Expenditures" of Chapter 8, "Elections" of the Greenbelt City Code. This new law modified Section 8-13 Early Voting requirements implementing simultaneous Early Voting at more than one location.

On July 25, 2019, the Board of Elections met in preparation of the upcoming 2019 Council Election and identified a technical problem with the new Early Voting process. Currently, the City uses voter registration books from the Prince George's County Board of Elections which will not accommodate multiple locations simultaneously. The Board agreed that they can't guarantee the accuracy and integrity of Greenbelt's election, if early voting with the use of voter registration books, as opposed to electronic voter registration books.

The Board recommends amending Section 8-13 Early Voting, by maintaining the first weekend at the Municipal Building as a polling location and removing the Municipal Building as a polling location on the second and third weekends of Early Voting. This will increase the Early Voting timeframe in the upcoming election with an additional week and weekend which is within the original recommendation from Council to extend Early Voting.

The City desires to modify the early voting provisions to resolve this issue prior to the candidates first day for obtaining and filing nomination papers on August 19, 2019.

It is recommended that Council introduce the ordinance, suspend the rules, and adopt the ordinance at this meeting. Per Council's Standing Rules, six (6) votes in the affirmative are needed in order to suspend the rules.

[Ordinance.pdf](#)

13. 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 Exceed Ten Thousand Dollars (\$10,000)
- 2nd Reading, Adoption

Suggested Action:

Reference:

Resolution

Negotiated Purchase List - FY20

Negotiated Purchase List - FY20 Sort by Justification

Negotiated Purchase List - FY20 Sort by \$

Each year, the City does business with a number of vendors from whom the City's individual purchases are below the bid limit of \$10,000 but total purchases over the fiscal year reach or exceed that amount.

Obtaining bid proposals for these goods and services is not warranted. Some of these vendors are the sole source or best source of purchase. In other instances, the City's purchases are based on bids taken by other government agencies (e.g., the State or County) or through the Council of Governments cooperative purchase program, with the bid price extended to Greenbelt.

Ms. Davis introduced this resolution for first reading at the last meeting. It is recommended this resolution be introduced for second reading and moved for adoption tonight.

[Resolution.pdf](#)

[Negotiated Purchase List-FY20.pdf](#)

[Negotiated Purchase List-FY20 Sort by Justification.pdf](#)

[Negotiated Purchase List-FY20 Sort by \\$.pdf](#)

IV. OTHER BUSINESS

14. Award of Purchase - Police Vehicles

Suggested Action:

Reference:

Memorandum, B. Townsend, 08/06/2019

Police Proposal

The FY 2020 General Fund includes funding for the following Police vehicles:

- Seven (7) Ford Police Interceptor Sport Utility Vehicles (SUV) with Hybrid engines.

Staff has identified a Arundel County contract #5785 for Police SUV's at a cost of \$43,102.00 per vehicle for a total cost of \$301,714.00. The FY 2020 General Fund includes funds for the replacement of the Police SUV's.

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

It is recommended that Council approve the purchase of seven (7) Police SUV's under the Arundel County contract #5785 from Hertrich Fleet Services at a total cost of \$301,714.00.

[Memo B. Townsend 08.06.2019.pdf](#)

[Police Proposal_07.16.2019.pdf](#)

15. Award of Purchase – Public Works Vehicles/Equipment & Recreation Vehicle

Suggested Action:

Reference:

Memorandum, Brian Townsend, 8/05/19

FY 2020 Replacement Fund Budget Pages 239-241

Public Works Rec Vehicles Proposals

The FY 2020 Replacement Fund includes \$300,200 for the replacement of City vehicles and equipment. The following vehicles and equipment are being recommended at this time:

- #308 2001 GMC Passenger Van,
- #100 2006 Dodge Stratus, Gas
- #151 2009 F-150 Pickup
- #115 2008 F-250 4x4 Pickup
- #400 2009 Chevy 4x4 Pickup
- #463 Vermeer Chipper

The City is a member of the organization Sourcewell (formerly NJPA), a national cooperative purchasing organization for local governments, educational institutions and non-profits. Staff has identified competitively solicited contracts through Sourcewell for a Vermeer Chipper at a cost of \$49,531.00.

Staff has identified a Montgomery County Contract #1065341 for the purchase of an electric vehicle at a cost of \$34, 9185.16.

Staff has identified a State of Maryland statewide contract for light pickup trucks under the Blanket Purchase Order (BPO) # 001B9400177 at a cost of \$34,085 per vehicle.

Staff has identified Howard County contract # 4400003197 for a Ford Transit Van with the electrical contractor package for \$32,148.00.

Staff has identified Howard County contract # 4400003197 for Ford Transit Van with high roof and extended length for \$34,799.00.

The total cost for two transit vans, two pickup trucks, one electric vehicle, and one chipper is \$218,633.16.

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

It is recommended that Council approve the purchase of Public Works and Recreation vehicles as follows:

1. One (1) 2019 Vermeer Chipper BC1200XL per the Sourcewell # 062117-VRM from Vermeer Mid Atlantic, 8830 Corridor Road, Annapolis Junction, MD 20701 for \$49,531.00.
2. One (1) 2020 Chevy Bolt's per Montgomery County Contract #1065341 from Criswell Chevrolet Fleet Sales, 503 Quince Orchard Road, Gaithersburg, MD 20878 for \$34,185.16.
3. Two (2) 2020 Ford F-250 pickup trucks per State of Maryland BPO #001B9400177 from Hertrich Fleet Services, Inc., 1427 Bay Road, Milford, DE 19963 for \$34,085.00 for a total \$68,170.00.
4. Two (2) 2020 Transit Van's per the Howard County Contract #400003197 from Hertrich Fleet Services, Inc., 1427 Bay Road, Milford, DE 19963 for total \$66,947.00.

[Memo B. Townsend_PW 08.05.2019.pdf](#)

[Replacement Fund Pages.pdf](#)

[PW_Rec Vehicles Proposals.pdf](#)

16. Approval of Sustainable Land Care Policy
Suggested Action:
Reference:
Memorandum, J. Martin, 08/07/2019
Sustainable Land Care Policy

As Council is aware the Sustainable Land Care Policy is a document over a decade in the making. On July 15, 2019, a Work Session was held to discuss the latest draft of the Sustainable Land Care Policy. During the work session members of Council, Advisory Board members, and City residents were allowed to comment on the document.

City staff incorporated these comments into an updated draft of the Sustainable Land Care Policy. The memo summarizing the incorporated comments and the edited draft of the Sustainable Land Care Policy are attached for Council's review. City staff recommends that this draft of the Sustainable Land Care Policy be approved by Council. Mr. Jason Martin will be available during the meeting to answer questions.

[Memorandum, J. Martin, 08/07/2019.pdf](#)
[Sustainable Land Care Policy.pdf](#)

17. Approval of Community Development Block Grant Application for PY 45R
Suggested Action:
Reference: Application

On July 2, the Prince George's County Department of Housing and Community Development announced the availability of reprogrammed Community Development Block Grant (CDBG) funds for Program Year 45R (7/1/19-6/30/20). Applications were due on July 29, 2019.

Staff submitted "Franklin Park Sidewalk and Street Improvements" as the project for PY 45R. This project proposes to replace failing sidewalk sections and curb and gutter along Cherrywood Lane from Breezewood Drive to Greenbelt Metro Drive. This project also includes needed base repair, driveway aprons, ADA compliant ramps and installation of concrete bus pads and landscaping improvements as needed. Staff is seeking \$111,268 for this project.

It is recommended Council approve submission of the PY 45R Application as outlined above. It is further recommended that Council authorize the Mayor and/or City staff to execute any PY 45R CDBG Agreements and all other necessary documents in order to accept and implement this grant award.

[PY 45R Application.pdf](#)

18. Approval of WMATA Connection Agreement
Suggested Action:
Reference:
Connection Agreement
Letter, T. Pounds, 04/25/2019
Letter, T. Pounds, 06/20/2018

A significant portion of the proposed Greenbelt Station South Core Washington Metropolitan Transit Authority (WMATA) Trail is to be constructed on property owned by WMATA. As Council is aware, WMATA is requiring that the City execute a Connection Agreement outlining the terms of construction, use and maintenance of the trail. In City Council's back up materials is a letter from Mr. Pounds outlining the terms of the agreement. In October 2017, the City initially reviewed the draft Connection Agreement proposed by WMATA and provided comments to WMATA for consideration. WMATA responded with a revised Connection Agreement for the City's review and comment. The City Attorney and planning staff have reviewed the revised Connection Agreement, and are proposing a few revisions to the Agreement mainly targeted at clarifying renewal terms, maintenance and repair responsibilities and time requirements associated with various action items. WMATA has requested that the City respond to its latest draft of the Agreement, as WMATA continues to work with Woodlawn Development Corporation and City staff on trail design, review, approval

and permitting.

Staff recommends that City Council approve the Connection Agreement, as amended by Mr. Pounds, and conditioned on Exhibit B (Matrix of Maintenance Responsibilities) being reviewed and approved by the City prior to execution of the agreement. Staff further recommends that City Council direct staff to transmit the Agreement to WMATA for its consideration/approval.

[Connection Agreement.pdf](#)

[Letter, T. Pounds, 04/25/2019.pdf](#)

[Letter, T. Pounds, 06/20/2018.pdf](#)

19. Campaign Signs on Public Property
Suggested Action:

Reference: Memorandum, B. Anderson, 08/06/2019

The City Council in 1991, established nine sites on public property throughout the City where election signs could be placed. At that time, candidates entered into a voluntary agreement among themselves not to place campaign signs in residential yards. Council has voted to continue the program through all subsequent City Council elections.

At Council direction in 2005, the number of sites was expanded to 15. Because of the increased number of sites, the fee for participation was also raised to \$75 to help defray the costs of staff time and materials.

In 2017, Woodlawn Development agreed to the placement of City election signs in the median on Greenbelt Station Parkway approximately 100 feet onto its property from the bridge. The three poles would be stacked, approximately ten (10) feet apart in the median, since there is not enough room there for horizontal placement as with the other signs. This increased the number of sites to 16.

Included in Council's packet is a memo from the City Clerk listing the sites proposed for 2019. Council direction is sought regarding continuing this program for the 2019 election.

[Signs.mem.2019.pdf](#)

20. Captioning of Council Meetings
Suggested Action:

Reference:

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

Email, J. Fusco, 06/10/2019

Email, M. Stanford, 05/16/2019

Email, A. Barnes, 05/16/2019

The City has been investigating captioning of City Council Meetings for quite some time. Staff had gotten some comments that the signer in the bottom corner of our video is not very helpful as the picture is kind of small. It is difficult to get the right ratio of picture in picture to make this work right. Staff has asked around at conferences and has consulted with a number of municipalities on whether they caption and what they use. We have consulted with 3 different companies about the cost and these were the results:

1. Granicus: Granicus is the company that we currently use for our website, streaming,

agenda management and communications cloud. They offer live captioning that is done by a person. The hourly cost for the service is \$150.00 per hour. The City broadcast about 5 hours of meetings a week for a total of 260 hours a year. That would add up to around \$39,000 annually.

2. 3 Play Media: 3 Play offers a service similar to Granicus that is done by a person live also. Their cost is \$132.00 per hour or \$34,320 annually.

3. Municipal Captioning: Staff was referred to this company by Audrey Barnes, Director of Laurel TV. Laurel TV is a high quality organization that has been using this product for some time and is very happy with the results. The captioning is not done by a person, but by voice recognition and hardware. Although this method is not quite as accurate as captioning done by a person, Ms. Barnes states that she has had no complaints about the service. Municipal Captioning provided a quote 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. The total is \$12,960.00. The annual cost after equipment purchase would be about \$7,000.

Currently, the City pays the interpreters a total of \$80 per hour. Using the same formula of approximately 5 hours a week (which is two meetings a week) the cost would be \$20,800 annually. Currently, we only sign one meeting a week, and have \$9,000 budgeted for signing.

Staff suggests that we go forward and try captioning through Municipal Captioning. It will allow us to caption all our meetings and possibly other programming. It would not require live signers to work late hours. It would make creating minutes to the meetings easier by providing us with a transcript of the meeting, and the cost is similar to what we are currently paying. The estimated time to implement this system, once ordered, would be 4 weeks.

Council direction is requested.

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

[Email, J. Fusco, 06/10/2019.txt](#)

[Email, M. Stanford, 05/16/2019.txt](#)

[Email, A. Barnes, 05/16/2019.txt](#)

21. Council Activities
22. Council Reports
23. Modification to Smoking Policy

Suggested Action:

Mayor Pro Tem Davis has asked whether the City's no-smoking rules addressed vaping or electronic cigarettes. The City's rules do not specifically reference vaping or electronic cigarettes. However, City staff considers smoking electronic cigarettes/vaping the same as smoking traditional cigarettes and have prohibited them according to City policy. Vaping has become more prevalent in recent years and newer no smoking signage refers to both smoking and vaping.

Smoking on City property is prohibited as follows:

- City owned buildings or fence enclosed facilities (outdoor pool, dog park, skate park, tennis courts, etc.) and on City property within 25 feet of these buildings and facilities.
- Designated play spaces at outdoor park facilities (ball fields, playgrounds, basketball courts, etc.) an on City property within 25 feet of these spaces.
- Within 50 feet of City gas pumps.
- City owned or leased vehicles.
- Roosevelt Center Mall (rectangle between Mother & Child statue and underpass).

Council can clarify that the City's no smoking rules apply to electronic cigarettes. Mayor Pro Tem Davis requested this item be added to this evening's agenda.

Approval of this item will clarify that the City's no smoking policy applies to electronic cigarettes/vaping in addition to traditional cigarettes.

*24. *Reclassifications

Suggested Action: Attached is a confidential memo on proposed FY 2020 Reclassifications. Five positions are recommended for reclassification. Approval of this item on the Consent Agenda will result in the approval of these reclassifications.

*25. *Appointment to Advisory Group

Suggested Action:

Reference: Applications

Council interviewed William Manico on June 3, 2019, and Erica Hernandez on July 1, 2019, for appointment to the Greenbelt Advisory Committee on Environmental Sustainability (Green ACES).

Council also interviewed Julie Gaebe on August 7, 2019, for appointment to the Board of Elections (BOE).

Approval of this item on the consent agenda will indicate Council's intent to appoint both Mr. Manico and Ms. Hernandez to Green ACES; and Ms. Gaebe to the BOE.

*26. *Resignations from Advisory Groups

Suggested Action:

Reference: Letter, C. Harris, 07/05/2019

Email, J. Murray, 07/32019

Consuella Harris has submitted her resignation from the Employee Relations Board and Joe Murray has submitted his resignation from the Forest Preserve Advisory Board.

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

V. MEETINGS

- V. Meeting
[meetings.pdf](#)
[Stakeholder Schedule.pdf](#)

City Council Agenda Item Report

Meeting Date: August 12, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Presentations

Agenda Section:

Subject:

Ceremonial Check to Council for the "Kids 2 Camp"

Suggested Action:

Camp Pine Tree held their annual bake sale on August 1. The proceeds raised are donated to the "Kid 2 Camp" fund which provides financial assistance. Youth and Camp staff will present a ceremonial check to Council.

Attachments:

City Council Agenda Item Report

Meeting Date: August 12, 2019

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Greenbelt Police

Item Type: Presentations

Agenda Section:

Subject:

Oath of Office - New Greenbelt Police Officer

Suggested Action:

Chief Rick Bowers will introduce Greenbelt's newest police officers, Officer Arran Leathery and Officer Abbey Kipke. The oath of office will be administered by Mayor Jordan. Additional information is included in Council's packet.

Attachments:

City Council Agenda Item Report

Meeting Date: August 12, 2019

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section:

Subject:

Healthy Eating Active Living (HEAL) Platinum Certification

Suggested Action:

The City received the HEAL Platinum Certification at the 2019 Maryland Municipal League (MML) conference. Sydney Daigle has been invited to discuss the HEAL Platinum Certification. Recreation Coordinator Alison Longworth and Ms. Daigle will re-present Council with the HEAL Platinum Certification award.

Attachments:

City Council Agenda Item Report

Meeting Date: August 12, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Proclamation

Agenda Section:

Subject:

Zero Waste Proclamation

Suggested Action:

Zero Waste Week is being celebrated internationally. Greenbelt's celebration will be the week of September 2 to 6, 2019. Jason Martin, the City's Horticultural Supervisor, will be present to accept the proclamation.

Attachments:

[Zero Waste Week 19.pdf](#)

PROCLAMATION

WHEREAS, the City of Greenbelt is committed to conserving resources and protecting the environment, human health and reducing expenses; and,

WHEREAS, small changes in our daily lives can have a significant impact on our environment, health and economy; and,

WHEREAS, Greenbelt currently hauls 1,627 tons of waste to the landfill at the cost of \$59/ton which totaled \$95,993.00 last year, and,

WHEREAS, landfill and incineration of waste leads to environmental and human health consequences, including toxic gas and groundwater pollution, significant loss of natural resources, and higher municipal expenses; and,

WHEREAS, viewing our solid waste as a resource can lead to benefits including recovery and reuse of natural resources and reduction of pollution; and,

WHEREAS, Zero Waste is a philosophy where no trash is sent to landfills or incinerators and all discarded materials are considered as resources to be recovered and reused; and,

WHEREAS, research has established that promoting positive alternatives to landfill and incineration along with raising community awareness of the social and economic benefits gained when waste is regarded as a resource, can lead to green employment and business opportunities in our community; and,

WHEREAS, Zero Waste Week is being celebrated internationally and Greenbelt will celebrate with events to help educate all citizens of Greenbelt in the reduction of waste.

NOW, Therefore, I, Emmett V. Jordan, by the authority vested in me by the citizens and City Council of Greenbelt, hereby proclaim, September 2 to September 6, 2019 to be

ZERO WASTE WEEK

in Greenbelt and encourage all our residents and City programs to increase their zero waste efforts by engaging in reducing waste, reusing materials, composting food scraps and yard waste, and increasing household and City recycling, as these are effective ways to make a positive impact on our environment, preserve our natural resources, protect our health, reduce our landfill needs and costs, and enhance the quality of life for present and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Greenbelt, Maryland, to be affixed this 12th day of August, 2019.

EMMETT V. JORDAN, Mayor

ATTEST: Bonita Anderson, City Clerk

City Council Agenda Item Report

Meeting Date: August 12, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Presentations

Agenda Section:

Subject:

Greenbelt Board of Elections Presentation

Suggested Action:

City Council has invited the Greenbelt Board of Elections to provide an update on the upcoming election. Patricia Evans, chair will provide Council an update on the newly revised Campaign Financial Reports.

Attachments:

[Elections Forms.pdf](#)



REPORT OF CAMPAIGN CONTRIBUTIONS & EXPENDITURES FOR THE NOVEMBER 5, 2019, CITY COUNCIL ELECTION			
CANDIDATE NAME:			
TREASURER NAME:			
The report contained herein, as required by Chapter 8, Article II of the Greenbelt City Code, is filed for the following period: (Check One)			
☐ <u>FIRST INTERIM REPORT</u>	<u>FIRST INTERIM REPORT</u> of each contribution and expenditure in excess of \$25.00, and a total amount of all contributions and expenditures (including those \$25.00 or less) that have been received since the election held on November 7, 2017, up until (but not including) September 23, 2019 (seventh Monday prior to the upcoming election). This report is due no later than 12:00 p.m. on October 4, 2019 (sixth Friday prior to the election).		
☐ <u>SECOND INTERIM REPORT</u>	<u>SECOND INTERIM REPORT</u> of each contribution and expenditure in excess of \$25.00, and a total amount of all contributions and expenditures (including those \$25.00 or less) that have been received since September 23, 2019, up until (but not including) October 21, 2019 (third Monday prior to the upcoming election). This report is due no later than 12:00 p.m. on October 25, 2019 (second Friday prior to the election).		
☐ <u>FINAL REPORT</u>	<u>FINAL REPORT</u> of each contribution and expenditure in excess of \$25.00, and a total amount of all contributions and expenditures (including those \$25.00 or less) not previously reported. This report is due no later than 12:00 p.m. on November 8, 2019 (the Friday following the election).		
SUMMARY OF REPORT			
1.	Beginning Cash Balance	\$	
2.	Contributions Received	\$	
3.	Expenditures Made	\$	
4.	Ending Cash Balance	\$	
CERTIFICATION			
I hereby swear or affirm that the report filed herewith is, to the best of my knowledge, a complete and full disclosure of all contributions and expenditures in excess of \$25.00, which are required to be reported as prescribed by Chapter 8, Article II of the Greenbelt City Code.			
_____ Signature of Candidate		_____ Signature of Treasurer	
_____ Date		_____ Date	
BOE CERTIFICATION			
Date/Time Report Received:		Staff:	
BOE Signature:		Date:	
Print BOE Name:			

CITY OF GREENBELT, MARYLAND
2019 CANDIDATE CAMPAIGN FINANCIAL REPORT



Financial Report Instructions

Dues Dates

First Interim Contributions & Expenditures Report due **9/27/19 by 12 p.m.** (Reporting Period: 11-7-17 to 9-23-19)

Second Interim Contributions & Expenditures Report due **10/25/19 by 12 p.m.** (Reporting Period: 9-23-19 to 10-21-19)

Final Contributions & Expenditures Report due **11/8/19 by 12 p.m.** (Friday, post-election)

SCHEDULE A

MONETARY AND CAMPAIGN MATERIALS CONTRIBUTIONS

Itemize and record all contributions of money, financial or physical assets received for the reporting period whose value exceeds twenty-five dollars (\$25.00) in furtherance of the candidate's nomination and election.

SCHEDULE B

IN-KIND CONTRIBUTIONS

- 1 Record Itemized in kind contribution whose value exceeds twenty-five dollars (\$25.00) in furtherance of the candidate's nomination and election.
- 2 Services provided by service professionals such as accountant or bookkeeping, attorney or legal advisor or any other person such as an artist or designer, whose services the candidate would ordinarily pay.
- 3 US Department of Labor Bureau of Labor Statistics provides estimates for Maryland hourly wage rates. https://www.bls.gov/oes/current/oes_md.htm

SCHEDULE C

CONTRIBUTIONS FROM FAMILY

- 1 Record all itemized contributions by candidates or immediate family members whose value exceeds twenty-five dollars (\$25.00) in furtherance of the candidate's nomination and election.

SCHEDULE D

EXPENDITURES

Record all expenditures incurred during the reporting period whose amount exceeds twenty-five dollars (\$25.00) in furtherance of the candidate's nomination and election.

**CITY OF GREENBELT, MARYLAND
2019 CANDIDATE CAMPAIGN FINANCIAL REPORT**



SCHEDULE A

MONETARY AND CAMPAIGN MATERIALS CONTRIBUTIONS

Itemize and record all contributions of money, financial or physical assets received for the reporting period whose value exceeds twenty-five dollars (\$25.00) in furtherance of the candidate's nomination and election.

CANDIDATE NAME:

TRESURER NAME:

REPORTING PERIOD:

FROM:

THROUGH:

TOTAL ITEMIZED MONETARY CONTRIBUTIONS:

\$

Date Received	Contributor Name	Complete Address (including City/State/Zip)	Method of Contributions (Cash, Check, Credit, PayPal, Physical asset)	Current Contribution Amount	Previous Contribution Amount	Cumulative Contributions for Present Election
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

IN-KIND CONTRIBUTIONS

\$ -

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**CITY OF GREENBELT, MARYLAND
2019 CANDIDATE CAMPAIGN FINANCIAL REPORT**



CONTRIBUTIONS FROM FAMILY

Record all itemized contributions by candidates or immediate family members whose value exceeds twenty-five dollars (\$25.00) in furtherance of the candidate's nomination and election.

CANDIDATE NAME:

TRESURER NAME:

REPORTING PERIOD:

FROM:

THROUGH:

TOTAL ITEMIZED MONETARY CONTRIBUTIONS: \$

Date Received	Contributor Name	Complete Address (including City/State/Zip)	Method of Contributions (Cash, Check, Credit, PayPal)	Current Contribution Amount	Previous Contribution Amount	Cumulative Contributions for Present Election
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

EXPENDITURES

TOTAL EXPENDITURES:	\$	-
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City Council Agenda Item Report

Meeting Date: August 12, 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, 07/15/2019

Statement for the Record - Closed Session, July 15, 2019: The following motion is needed:

In accordance with the General Provisions Article, Section 3-305(b)(1) of the Annotated Code of Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council met in closed session on Monday, July 15, 2019, at 7:09 p.m. in the Library of the Municipal Building. Council held this closed meeting to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals.

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 member was in attendance: None.

Other individuals in attendance: None.

Council took no actions during this session.

Council recessed the meeting to re-convene on Thursday, July 25, 2019 at 8:00 pm in the Municipal Building Library.

Attachments:

[Statement of Record_190715.pdf](#)

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

Date: 7/15/19 Time: 7:09 Location: 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.

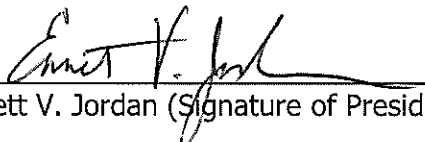
FOR EACH CITATION CHECKED ABOVE, THE REASONS FOR CLOSING AND TOPICS TO BE DISCUSSED:

§3-305(b) () _____

§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: None

TOPICS DISCUSSED:

Eval. of City Manager
Contract revision possibility

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

Will re-convene July 25 at 8:00 PM Library
Mach / Pope
All but Putens

TIME CLOSED SESSION ADJOURNED: Recessed at 7:25 PM

PLACE OF CLOSED SESSION: Library

PURPOSE OF CLOSED SESSION: Eval. of City Manager

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: August 12, 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, 07/25/2019

Statement for the Record - Closed Session, July 25, 2019: The following motion is needed:

In accordance with the General Provisions Article, Section 3-305(b)(1) of the Annotated Code of Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council met in closed session on Thursday, July 25, 2019, at 8:09 p.m. in the Library of the Municipal Building. Council held this closed meeting to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals.

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 member was in attendance: None.

Other individuals in attendance: None.

Council took no actions during this session.

Attachments:

[Statement of Record_190725.pdf](#)

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

Date: 7/25/19 Time: 8:09 Location: 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) () _____

§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:

None

TOPICS DISCUSSED:

*City Manager performance
evaluation
Contract revision
Remuneration - \$*

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

TIME CLOSED SESSION ADJOURNED: *10:54 PM*

PLACE OF CLOSED SESSION:

Library

PURPOSE OF CLOSED SESSION:

City Manager performance evaluation

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:

E. H. [Signature]

Form Revised: 3/14/18

City Council Agenda Item Report

Meeting Date: August 12, 2019

Submitted by: Molly Porter

Submitting Department: Planning

Item Type: Board and Committee Reports

Agenda Section:

Subject:

*Advisory Planning Board Report #2019-07 (Concern Regarding Bicycle/Pedestrian Gate on Research Road)

Suggested Action:

It is recommended that Council accept this report.

Attachments:

[Advisory Planning Board Report #2019-07](#)

**ADVISORY PLANNING BOARD
REPORT TO COUNCIL**

**REPORT NO. 2019-07
Date: 7/9/2019**

SUBJECT: Concern Regarding Bicycle/Pedestrian Gate on Research Road

BACKGROUND:

On June 19, 2019, the Board discussed a concern about the safety of the pedestrian/bicycle gate on Research Road between the City and the Beltsville Agricultural Research Center. A picture of this gate and path is included in Exhibit A. The concern is that when there is a strong rainstorm in this area the loose material on the path typically become very rutted. This condition causes a hazard for both bicyclists and pedestrians. The Board strongly feels that this path should be addressed and improved to increase the safety for all users.

Respectfully submitted,

Keith Chernikoff
Chair

Exhibit A:



City Council Agenda Item Report

Meeting Date: August 12, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Board and Committee Reports

Agenda Section:

Subject:

*Advisory Committee on Trees Report #2019-2 (Eleanor Roosevelt Memorial Tree)

Suggested Action:

It is recommended that Council accept this report.

Attachments:

[ACT_Report_2019_2.pdf](#)

**Report #2019-2
August 7, 2019**

Greenbelt Advisory Committee on Trees – Report to the City Council

Subject: Eleanor Roosevelt Memorial Tree

The Advisory Committee on Trees (ACT) has noted the ongoing interest in the Eleanor Roosevelt Memorial Tree. There were at least three recent Greenbelt News Review letters as well as a discussion about the subject at the City Council meeting on June 17.

ACT members voted at their recent July 23, 2019 meeting to support another planting of an Eleanor Roosevelt Memorial Tree. It is our understanding that Eleanor Roosevelt visited the Greenbelt Center Elementary School before it became the Greenbelt Community Center. The Greenbelt Community Center is a hub of activity for many Greenbelt residents. We thus think that a new Eleanor Roosevelt Memorial Tree would be better positioned near the Greenbelt Community Center, than on its small fenced plot obscurely positioned along the side of Crescent Road. It is suggested that other City of Greenbelt groups, such as the Greenbelt Museum personnel, be contacted to provide input for the siting of a new Eleanor Roosevelt Memorial Tree.

We understand that Eleanor Roosevelt liked the ash tree. Unfortunately, the emerald ash borer insects in the past decade have caused significant damage to ash trees around the State of Maryland. In the City of Greenbelt, many green ash trees are dying or dead as a result of the emerald ash borer insects.

Because of these present-day insect problems with ash trees, we recommend planting of a hardier memorial tree for Eleanor Roosevelt, such as an American holly, a dawn redwood, or a bald cypress.

Summary: At their most recent meeting, ACT members voted to support the planting of another Eleanor Roosevelt Memorial Tree, this time near the Greenbelt Community Center.

City Council Agenda Item Report

Meeting Date: August 12, 2019

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section:

Subject:

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.

- 2nd Reading, Adoption

Suggested Action:

Reference:

Ordinance 1359

Greenbelt MDE Ordinance

Loan Agreement 2019

Ordinance 1359 authorized the City to borrow up to \$2.5 Million dollars to repair the Greenbelt Lake Dam. The voters approved this borrowing at a referendum on November 7, 2017. The City is borrowing these funds from the Maryland Department of the Environment (MDE) Water Quality State Revolving Fund (WQSRF).

Under Section 55(e) of the City Charter this is considered a sale of bonds by negotiation and an Ordinance is required. This Ordinance must be approved by a 2/3 majority (at least 5 members).

Fabian Walters, the City's Bond Counsel (Miles & Stockbridge), drafted the proposed Ordinance and will be available to answer any questions.

Mr. Byrd introduced this ordinance for first reading at the last meeting. It is recommended the Ordinance be introduced for second reading and moved for adoption tonight.

Attachments:

[Ordinance 1359.pdf](#)

[Greenbelt MDE Ordinance.pdf](#)

[Loan Agreement 2019.pdf](#)

Introduced: Ms. Davis
1st Reading: September 11, 2017
Passed: September 25, 2017
Posted: September 26, 2017
Effective: September 25, 2017

ORDINANCE NUMBER 1359

AN ORDINANCE TO AUTHORIZE AND EMPOWER THE CITY OF GREENBELT, MARYLAND, TO BORROW NOT MORE THAN TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) FOR THE PUBLIC PURPOSE OF REPAIRING THE GREENBELT LAKE DAM AS REQUIRED BY MARYLAND DEPARTMENT OF THE ENVIRONMENT (MDE) CONSENT ORDER DSD-2010-5 AS MORE PARTICULARLY DESCRIBED HEREIN, AND TO EFFECT SUCH BORROWING BY OBTAINING A LOAN FROM THE MARYLAND WATER QUALITY FINANCING ADMINISTRATION OR ISSUING ITS GENERAL OBLIGATION BONDS AND IN EITHER CASE PLEDGING THE CITY'S FULL FAITH AND CREDIT TO REPAY THE BORROWING, PURSUANT TO THE AUTHORITY OF SECTION 3 AND SECTION 55 OF THE CITY CHARTER AND EITHER THE MARYLAND WATER QUALITY FINANCING ADMINISTRATION ACT OR SECTIONS 19-301 TO 19-309 OF THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND PROVIDING FOR THE APPROPRIATION AND DISPOSAL OF THE PROCEEDS OF THE BORROWING; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES SUFFICIENT FOR THE PROMPT PAYMENT OF THE MATURING PRINCIPAL OF AND INTEREST ON THE BORROWING; AND GENERALLY RELATING TO THE BORROWING AND THE REPAYMENT THEREOF.

BE IT ORDAINED by the Council of the City of Greenbelt, Maryland, that:

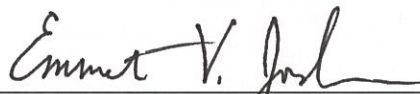
- SECTION 1. Pursuant to (a) the authority Sections 3 and 55 of the Charter of the City of Greenbelt (the "Charter") and (b) either (i) the Maryland Water Quality Financing Administration Act (Sections 9-1601 to 9-1622 of the Annotated Code of Maryland) or (ii) Sections 19-301 to 19-309 of Local Government Article of the Annotated Code of Maryland, the City of Greenbelt, Maryland (the "City") is hereby authorized and empowered to borrow money and incur indebtedness (the "Borrowing") for the public purposes described in Section 2 hereof, at one time or from time to time, in an amount not exceeding, in the aggregate, Two Million Five Hundred Thousand Dollars (\$2,500,000).
- SECTION 2. The proceeds of the Borrowing shall be used and applied for the public purpose of financing, in whole or in part, the public improvement project to repair the Greenbelt Lake Dam as required by the Maryland Department of the Environment Consent Order DSD-2010-5.
- SECTION 3. The proceeds of the Borrowing authorized, including any premium and accrued interest received therefor, shall be deposited in the proper account or accounts of the City. The Borrowing proceeds shall be expended for the public purposes described in Section 2 hereof, and said proceeds are hereby appropriated for said purpose.
- SECTION 4. For the purpose of meeting the debt service requirements on the Borrowing

authorized hereunder, and in addition to such funds received from any other source as may from time to time be legally available and allocated for such purpose, the City shall, if and when such funds are or will be insufficient for such purpose, levy for each and every fiscal year during which the Borrowing may be outstanding ad valorem taxes upon all real and tangible personal property within its corporate limits subject to assessment for unlimited municipal taxation in rate and amount sufficient to provide for the prompt payment of the principal of and interest on the Borrowing in each such fiscal year, and, in the event the proceeds from the collection of the taxes so levied in any such fiscal year may prove inadequate for such purpose, additional taxes shall be levied in the subsequent fiscal year to make up any deficiency. The full faith and credit and unlimited taxing power of the City are hereby irrevocably pledged to the prompt payment of the maturing principal of and interest on the Borrowing and to the levy and collection of the taxes hereinabove described as and when such taxes may become necessary in order to provide sufficient funds timely to meet the debt service requirements of the Borrowing.

SECTION 5. In accordance with Section 55(b) of the Charter, a complete and exact copy of this Ordinance shall be posted in a public place or places within the boundaries of the City for thirty (30) days and shall be published at least once within ten (10) days of its passage in a newspaper of general circulation in the City.

SECTION 6. This Ordinance shall take effect immediately upon its approval by a majority of the qualified electors of the City voting on the issue at a referendum to be held on a date specified by the Council in accordance with Section 55(c) of the Charter.

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting, September 25, 2017.


Emmett V. Jordan, Mayor

ATTEST:


Bonita Anderson, City Clerk

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

ORDINANCE NO.

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.

WHEREAS, the Council of the City of Greenbelt, Maryland (the “City”) on September 25, 2017, passed an ordinance (“Ordinance No. 1359”) authorizing the City to obtain a loan from the Maryland Water Quality Financing Administration (the “Administration”) evidenced by a bond of the City in an aggregate principal amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) for the public purpose of financing, in whole or in part, the public improvement project to repair the Greenbelt Lake Dam as required by the Maryland Department of the Environment Consent Order DSD-2010-5 (the “Project”); and

WHEREAS, Title VI of the Federal Water Pollution Control Act, as amended by the Water Quality Act of 1987 (the “Clean Water Act”), authorizes the United States Environmental Protection Agency (the “EPA”) to award grants to qualifying States to establish and capitalize State water pollution control revolving funds (“SRFs”) for the purpose of providing loans and certain other forms of financial assistance to finance, among other things, the construction and improvement of publicly-owned wastewater treatment facilities and the implementation of estuary conservation management plans and nonpoint source management programs; and

WHEREAS, as contemplated by the Clean Water Act, the General Assembly of Maryland at its 1988 session enacted the Maryland Water Quality Financing Administration Act, as amended, codified at Sections 9-1601 through 9-1622 of the Environment Article of the Annotated Code of Maryland (the “MWQFA Act”), establishing the Administration and establishing an SRF designated the Maryland Water Quality Revolving Loan Fund (the “Fund”) to be maintained and administered

by the Administration. The MWQFA Act, as amended, authorizes the Administration, among other things, to make loans from the Fund to a “local government” (as defined in the MWQFA Act) for the purpose of financing all or a portion of the cost of a “wastewater facility” project (as defined in the MWQFA Act). The City is a “local government” within the meaning of the MWQFA Act. The Project constitutes a “wastewater facility” within the meaning of the MWQFA Act; and

WHEREAS, the Council of the City has determined that it is in the best interests of the City to issue and sell the bond authorized by Ordinance No. 1359 as a single issue to be designated City of Greenbelt, Maryland Water Quality Bond, Series 2019 (the “Bond”); and

WHEREAS, in accordance with the procedures described in Section 55(e) of the Charter of the City, the Council of the City has determined that it is in the best interests of the City to negotiate the sale of the Bond in lieu of taking bids and has waived the bidding procedures by a vote of not less than 2/3 of its members; and

WHEREAS, the Council of the City has determined that it is in the best interests of the City to enter into a loan agreement with the Administration and evidence such loan with the Bond on the terms herein set forth.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Greenbelt, Maryland, that:

- SECTION 1. Pursuant to the authority of the Maryland Water Quality Financing Administration Act, codified at Sections 9-601 to 9-1622, inclusive, of the Environment Article of the Annotated Code of Maryland (the “MWQFA Act”), Sections 19-301 through 19-309 of the Local Government Article of the Annotated Code of Maryland (the “Enabling Act”), Sections 3 and 55 of the Charter of the City of Greenbelt (the “Charter”), Ordinance No. 1359, and the laws of the State of Maryland, the City shall borrow money and incur indebtedness to finance the costs of the Project, together with the financial, accounting, legal, bond counsel, financial advisor, paying agent, registrar and accrued interest expenses, in the aggregate principal amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000).
- SECTION 2. To evidence the indebtedness, the City shall issue and sell upon its full faith and credit and unlimited taxing power, its Water Quality Bond, Series 2019 in the aggregate principal amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000), to be designated “City of Greenbelt, Maryland Water Quality Bond, Series 2019” (the “Bond”) and the form of Bond is attached as Exhibit F to Appendix A hereto.
- SECTION 3. The Bond shall be sold at private negotiated sale to the Administration. The date of sale shall be determined by the Mayor and the Administration.
- SECTION 4. The Bond shall be issued and sold by the City pursuant to a loan agreement substantially in the form attached to this Ordinance as

Appendix A, between the City and the Administration (the “Loan Agreement”) and the terms and conditions stated in the Loan Agreement are hereby approved as the terms and conditions and the manner in which the Bond shall be sold, issued and delivered. Appropriate variations in the Bond and/or the Loan Agreement may be made and approved by the Mayor to finalize the terms of the Bond and to carry into effect the purposes of this Ordinance, or to comply with recommendations of legal counsel, or bond counsel.

SECTION 5. The Bond shall be dated as of the date of its initial delivery to the Administration, and shall be initially issued and sold as one fully registered bond numbered R-1. The Bond shall be subject to redemption prior to maturity, shall otherwise have the terms, tenor, details and specifications as set forth in the form of Bond, and shall be completed in accordance with the provisions of this Ordinance, with such changes therein as the Mayor shall approve (such approval to be conclusively evidenced by the execution and delivery of the Bond by the Mayor). The covenants and conditions set forth in such form are incorporated into this Ordinance by reference and shall be binding upon the City as though set forth in full herein.

SECTION 6. Based on an anticipated delivery date of the Bond in calendar year 2019 and an estimated completion date for the Project in calendar year 2020, the principal of the Bond shall mature and be due and payable in thirty (30) annual installments, beginning on such date as approved by the Mayor in the Loan Agreement, and payable annually thereafter, as approved by the Mayor in the Loan Agreement, in the amounts specified in the debt service schedule appended to the Bond, provided that the Mayor may make changes in the debt service schedule; provided further that the Bond shall mature no later than 30 years after the completion date of the Project and the aggregate principal amount of the Bond shall not exceed \$2,500,000. The principal of the Bond shall be payable at the principal office of the Administration.

SECTION 7. The Bond shall bear interest at the rate of 25% of the average of the Bond Buyer 11-Bond Index for the month preceding the month of issuance of the Bond (subject to adjustment as approved by the Mayor in the Loan Agreement), provided that, the rate determined by such calculation may be rounded down by the Administration in its sole discretion. Based on the anticipated delivery date of the Bond set forth in Section 6, interest due on the unpaid principal amounts advanced on Bond under the Loan Agreement shall be payable on February 1, 2020 and semiannually thereafter on August 1 and February 1 in each year in which the Bond is outstanding, or on such other dates as approved by the Mayor in the Loan Agreement. Interest payments due under the Bond will be payable by electronic funds transfer, check or draft to the Administration.

- SECTION 8. The City shall pay (i) a late charge for any payment of principal of or interest on the Bond that is received later than the tenth (10th) day following its due date, in an amount equal to 5% of such payment, and (ii) interest on overdue installments of principal and (to the extent permitted by law) interest at a rate equal to the Default Rate provided for in the Loan Agreement, which Default Rate shall be equal to 100% of the average of the Bond Buyer 11-Bond Index for the calendar month prior to the month in which the Bond is delivered, provided that the rate determined by such calculation may be rounded down by the Administration in its sole discretion. Amounts payable pursuant to this section shall be immediately due and payable to the Administration, and interest at the Default Rate shall continue to accrue on overdue installments of principal and (to the extent permitted by law) interest until such amounts are paid in full.
- SECTION 9. The City hereby covenants and agrees to pay all administrative fees and expenses charged by the Administration under the Loan Agreement.
- SECTION 10. The Bond shall be executed in the name of the City and on its behalf by the Mayor, whose signature may be by facsimile, and the corporate seal of the City shall be imprinted thereon, attested by the City Clerk, whose signature may be by facsimile; provided that at least one of such signatures shall be a manual signature. In case any official of the City whose signature appears on the Bond shall cease to be such official prior to the authentication and delivery of the Bond, or in the case that any such official shall take office subsequent to the date of issue of the Bond, his or her signature, in either event, shall nevertheless be valid for the purposes herein intended.
- SECTION 11. The Bond will be delivered as soon as practicable, upon due notice and at the expense of the City, at such place as may be agreed upon between the Administration and the City, upon payment of the principal amount of the Bond in immediately available funds. The Mayor, the City Manager, the City Treasurer and all other officials and employees of the City are expressly authorized, empowered and directed to take any and all action necessary to complete and close the sale, issuance and delivery of the Bond to the Administration and to execute and deliver all documents, certificates and instruments necessary or appropriate in connection therewith.
- SECTION 12. Proceeds of the loan from the Administration shall be used and applied for the public purpose of financing, in whole or in part, the public improvement project to repair the Greenbelt Lake Dam as required by the Maryland Department of the Environment Consent Order DSD-2010-5.
- SECTION 13. All of the covenants of the City set forth in Ordinance No. 1359 with respect to the levy and collection of *ad valorem* taxes to provide for payment of the principal of and interest on the Bond, are hereby ratified, confirmed, and approved and declared to be binding upon the City.

SECTION 14. The City Manager, is hereby appointed bond registrar (the “Bond Registrar”) and paying agent (the “Paying Agent”).

SECTION 15. (a) The Mayor and the City Manager shall be the officers of the City responsible for issuing the Bond within the meaning of Section 1.1482(b)(2) of the Arbitrage Regulations (defined below). The Mayor and the City Manager shall also be the officers of the City responsible for the execution and delivery (on the date of the issuance of the Bond) of a certificate or certificates of the City (a “Tax Certificate and Compliance Agreement”) that complies with the requirements of Section 148 of the Internal Revenue Code of 1986, as amended (“Section 148”), and the applicable regulations thereunder (the “Arbitrage Regulations”), and such officials are hereby authorized and directed to execute and deliver a Tax Certificate and Compliance Agreement to counsel rendering an opinion on the validity of the Bond on the date of the issuance of the Bond.

(b) The City shall set forth in the Tax Certificate and Compliance Agreement its reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of the Bond or of any moneys, securities or other obligations on deposit to the credit of any account of the City which may be deemed to be proceeds of the Bond pursuant to Section 148 or the Arbitrage Regulations (collectively, the “Bond Proceeds”). The City covenants that the facts, estimates and circumstances set forth in the Tax Certificate and Compliance Agreement will be based on the City’s reasonable expectations as of the date of the issuance of the Bond and will be, to the best of the certifying officials’ knowledge, true and correct as of that date.

(c) The City covenants and agrees with the registered owner or owners of the Bond that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the Bond Proceeds that would cause the Bond to be a “arbitrage bond” within the meaning of Section 148 and the Arbitrage Regulations. The City further covenants that it will comply with Section 148 and the Arbitrage Regulations which are applicable to the Bond on the date of issuance thereof and which may subsequently be made applicable thereto as long as the Bond remains outstanding and unpaid. The Mayor and the City Manager are hereby authorized and directed to prepare or cause to be prepared and to execute any certification, opinion or other document, including, without limitation, a Tax Certificate and Compliance Agreement, which may be required to assure that the Bond will not be deemed to be a “arbitrage bond” within the meaning of Section 148 and the Arbitrage Regulations. All officers, employees and agents of the City are hereby authorized and directed to take such actions, and to provide such certifications of facts and estimates regarding the amount and use of the proceeds of the Bond, as may be necessary or appropriate from time to time

to comply with, or to evidence the City's compliance with, the covenants set forth in this Section.

(d) The City further covenants that it shall make such use of the proceeds of the Bond, regulate the investment of the proceeds thereof, and take such other and further actions as may be required to maintain the excludability from gross income for federal income tax purposes of interest on the Bond.

(e) The City further covenants with the registered owner or owners of the Bond (i) that it will not take any action or (to the extent that it exercises control or direction) permit any action to be taken that would cause the Bond or a portion of the Bond to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) that it will not make or (to the extent that it exercises control or direction) permit to be made, any use of the proceeds of the Bond or a portion of such proceeds that would cause the Bond or a portion of the Bond to be a "private loan bond" within the meaning of Section 141(c) of the Code.

(f) The Mayor and the City Manager may make such covenants or agreements in connection with the issuance of the Bond as they or either of them shall deem advisable in order to assure the registered owner or owners of the Bond that interest thereon shall be and remain excludable from gross income for federal income tax purposes, and such covenants or agreements shall be binding on the City so long as the observance by the City of any such covenants or agreements is necessary in connection with the maintenance of the exclusion of the interest on the Bond from gross income for federal income tax purposes. The foregoing covenants and agreements may include such covenants and agreements on behalf of the City regarding compliance with the provisions of the Code as the Mayor or the City Manager shall deem advisable in order to assure the registered owner or owners of the Bonds that the interest thereon shall be and remain excludable from gross income for federal income tax purposes, including (without limitation) covenants or agreements relating to the investment of Bond Proceeds, the payment of certain earnings resulting from such investment to the United States, limitations on the times within which, and the purpose for which, Bond Proceeds may be expended, or the use of specified procedures for accounting for and segregating Bond Proceeds. Such covenants and agreements may be set forth in a Tax Certificate and Compliance Agreement.

SECTION 16. The Mayor, the City Manager, and the City Treasurer are authorized to distribute current financial information concerning the City to the Administration.

SECTION 17. The City confirms that Ordinance No. 1359 will serve and constitute as a declaration of official intent within the meaning of, and for the purposes set

forth in, Section 1.150-2 of the Income Tax Regulations prescribed by the U.S. Treasury Department.

SECTION 18. With respect to all documents, certificates and other forms the execution, authentication and delivery of which is authorized herein, the official(s) or representative(s) authorized to execute, authenticate or deliver such documents, certificates or other forms is (are) hereby authorized to do so with such changes from the forms approved herein as may be necessary, prudent or desirable to effect the transactions contemplated by Ordinance No. 1359 or this Ordinance.

SECTION 19. The Mayor, City Manager and City Treasurer are authorized to execute and deliver such other and further documents as may be necessary or appropriate to complete sale and delivery of the Bond.

SECTION 20. The provisions of this Ordinance shall constitute a contract between the City and the registered owners of the Bond so long as the Bond or any portion thereof hereby authorized remain unpaid.

PASSED by the Council of the City of Greenbelt, Maryland, at its meeting on July 8, 2019.

Emmett V. Jordan, Mayor

[SEAL]

Attest:

Bonita Anderson, City Clerk

[Form of Loan Agreement]

LOAN AGREEMENT

By and Between

MARYLAND WATER QUALITY
FINANCING ADMINISTRATION

and

"Insert Name of Entity"

Dated as of "Insert Month and Day", 2019

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LOAN AGREEMENT

THIS LOAN AGREEMENT, made this "Insert Day" day of "Insert Month", 2019, between the Maryland Water Quality Financing Administration (the "Administration"), a unit of the Department of the Environment (the "Department") of the State of Maryland (the "State"), and "Insert Name of Entity", a "Insert Entity Type" of the State (the "Borrower").

RECITALS

Title VI of the Federal Water Pollution Control Act (commonly known as the "Clean Water Act"), as amended by the Water Quality Act of 1987 ("Title VI"), authorizes the Environmental Protection Agency ("EPA") to award grants to qualifying States to establish and capitalize State water pollution control revolving funds ("SRFs") for the purpose of providing loans and certain other forms of financial assistance (but not grants) to finance, among other things, the construction and improvement of publicly-owned wastewater treatment facilities and the implementation of estuary conservation management plans and nonpoint source management programs.

As contemplated by Title VI, the General Assembly of the State at its 1988 session enacted the Maryland Water Quality Financing Administration Act, codified at Sections 9-1601 through 9-1622 of the Environment Article of the Annotated Code of Maryland, as amended (the "Act"), establishing an SRF designated the Maryland Water Quality Revolving Loan Fund (the "Fund") to be maintained and administered by the Administration. The Act authorizes the Administration, among other things, to make a loan from the Fund to a "local government" (as defined in the Act) for the purpose of financing all or a portion of the cost of a "wastewater facility" project (as defined in the Act).

The Borrower, which is a "local government" within the meaning of the Act, has applied to the Administration for a loan from the Fund to assist in the financing of a certain project or projects of the Borrower (the "Project," as defined herein) which constitutes a "wastewater facility" within the meaning of the Act. The Project is one designated for funding in an Intended Use Plan promulgated by the Administration in accordance with regulations issued by the EPA pursuant to Title VI, and the Project conforms to the applicable "county plan" adopted pursuant to the requirements of Subtitle 5 of Title 9 of the Environment Article of the Annotated Code of Maryland, as amended.

The Director of the Administration has determined that the making of a loan to the Borrower for the purpose of assisting the financing of the Project, on the terms and conditions hereinafter set forth, is necessary and desirable in the public interest, will promote the health, safety and welfare of the inhabitants of the State and the United States by assisting in the prevention of pollution of the environment, and will further the purposes of Title VI and the Act.

The Act authorizes the Administration, subject to the prior approval of the Secretary of the Department and the Board of Public Works, to issue its revenue bonds for the

purpose of providing monies for deposit to the Fund. The Administration may issue and sell one or more series of such revenue bonds (the “Bonds”) for the purpose of providing monies for deposit to the Fund in an amount sufficient, together with certain other monies expected to be available for that purpose, to enable the Administration to make, or reimburse the Administration for making, a loan to the Borrower and certain other entities to assist in the financing of projects, all as contemplated by the Administration’s Intended Use Plan. The revenues from this loan and such other loans, whether or not funded from the proceeds of Bonds, may be pledged by the Administration to secure Bonds.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Administration, each intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

“Act” means the Maryland Water Quality Financing Administration Act, Sections 9-1601 through 9-1622 of the Environment Article, Annotated Code of Maryland, and all acts supplemental thereto or amendatory thereof.

“Administration” means the Maryland Water Quality Financing Administration, a unit of the Department of the Environment of the State, and its successors and assigns.

“Administrative Fee” means the fee payable by the Borrower pursuant to this Agreement for the general administrative services and other functions and expenses of the Administration.

“Agreement” means this Loan Agreement, including the Exhibits attached hereto and any amendments hereto.

“Application” means the application for the Loan submitted by the Borrower to the Administration, together with any amendments thereto.

“Authorized Officer” means, in the case of the Borrower, any person authorized by law or by a resolution of the governing body of the Borrower to perform any act or execute any document on behalf of the Borrower.

“Board” means the Board of Public Works of the State.

“Bonds” means any series of revenue bonds issued by the Administration under the Act.

“Bond Counsel” means a law firm acceptable to the Administration whose legal opinions are generally accepted by purchasers of municipal bonds.

“Borrower” means the local government (as defined in the Act) that is identified in the first paragraph of this Agreement, and its successors and assigns.

“Business Day” means a day other than a Saturday, Sunday, or day on which the offices of the Administration or commercial banks in the State are authorized or obligated to remain closed.

“Change Orders” means any amendments or modifications to any Plans and Specifications or any general construction contract for the Project.

“Clean Water Act” means the Water Pollution Control Act of 1972, PL 92-500, as amended, 33 U.S.C. §1251 et seq., and rules and regulations promulgated thereunder.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any successor federal income tax statute or code, and the applicable regulations and rulings promulgated thereunder.

“Default” means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, constitute an Event of Default.

“Default Rate” means the interest rate so specified in Exhibit B of this Agreement.

“Department” means the Maryland Department of the Environment, and its successors.

“Director” means the Director of the Administration.

“Eligible Project Costs” means all those costs of the Project permitted by the Act to be funded by a loan from the Fund and which have been approved by the Director.

“EPA” means the United States Environmental Protection Agency, and its successors.

“Event of Default” means any occurrence or event specified in Section 4.01 hereof.

“Fiscal Year” means the period of 12 consecutive months commencing on July 1 in any calendar year and ending on June 30 of the succeeding calendar year.

“Fund” means the Maryland Water Quality Revolving Loan Fund.

“Governmental Authority” means the United States, the State of Maryland, or any of their political subdivisions, agencies, departments, commissions, boards, bureaus or instrumentalities, including any local authority having jurisdiction over the Project, and including EPA, the Department, the Board and the Administration.

“Indenture” means the indenture of trust, bond resolution or other trust agreement between the Administration and the Trustee, providing for the issuance of Bonds, as amended, modified or supplemented from time to time.

“Independent Counsel” means any attorney or law firm with attorneys duly admitted to practice law before the highest court of any state who has or have regularly engaged in the practice of law as the primary occupation of such attorney or attorneys for at least five years. Independent Counsel may also serve as Bond Counsel if qualified to act as Bond Counsel.

“Independent Public Accountant” means an individual, partnership or corporation engaged in the accounting profession, either entitled to practice, or having members or officers entitled to practice, as a certified public accountant under the laws of the State of Maryland and, in fact, independent.

“Loan” means the aggregate amounts which are advanced from time to time by the Administration to the Borrower pursuant to the terms and provisions of this Agreement.

“Loan Closing Date” means the date on which the Note is executed and delivered to the Administration.

“Loan Commitment” means that amount which the Administration is obligated to lend to the Borrower pursuant to the terms and provisions of this Agreement and subject to the satisfaction of the conditions set forth in this Agreement, as such amount may be adjusted as provided in this Agreement.

“Loan Proceeds Questionnaire and Certificate” means the Loan Proceeds Questionnaire and Certificate executed and provided by the Borrower in connection with the Loan, in form and substance satisfactory to the Administration.

“Loan Year” means the period beginning on the first February 1 on which principal of the Loan is payable and each February 1 thereafter and ending on the immediately succeeding January 31.

“Note” means the bond, note or other obligation executed and delivered by the Borrower to the Administration to evidence the Loan, such Note to be substantially in the form attached hereto as Exhibit F.

“Plans and Specifications” means the final plans and specifications for the construction of the Project prepared by the architect or engineer and approved by the Department.

“Project” means the project or projects of the Borrower described in Exhibit B to this Agreement.

“Project Budget” means the budget for the Project as set forth in Exhibit C to this Agreement, as revised in accordance with Section 2.02(d).

“Related Financing” means any bond, note, agreement or other instrument or transaction (other than this Agreement or the Note) pursuant to which the Borrower obtains any monies that may be expended to pay costs of the Project.

“Requirement” means any law, ordinance, code, order, rule or regulation of a Governmental Authority, including, without limitation, a condition set forth in a National Pollution Discharge Elimination System (“NPDES”) permit or in a construction permit issued by the Department.

“State” means the State of Maryland.

“Tax-Exempt Bonds” means Bonds the interest on which is excludable from gross income for federal income tax purposes under the Code.

“Trustee” means the trustee for the Bonds.

Section 1.02. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) words importing the singular number include the plural number and words importing the plural number include the singular number;

(b) words of the masculine gender include correlative words of the feminine and neuter genders;

(c) words importing persons include any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof;

(d) the terms “agree” and “agreement” shall include and mean “covenant”, and all agreements contained in this Agreement are intended to constitute covenants and shall be enforceable as such;

(e) the headings and the Table of Contents set forth in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect; and

(f) any reference to a particular Article or Section shall be to such Article or Section of this Agreement unless the context shall otherwise require.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF BORROWER

Section 2.01. Representations of Borrower. The Borrower represents for the benefit of the Administration as follows:

(a) Corporate Organization and Authority. The Borrower:

(i) is a “local government” as defined in the Act; and

(ii) has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own and operate the Project, to enter into this Agreement, to execute and deliver the Note, and to carry out and consummate all transactions contemplated by this Agreement.

(b) Full Disclosure. There is no fact that the Borrower has not disclosed to the Administration in writing that materially adversely affects or (so far as the Borrower can now foresee) that will materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note.

(c) Pending Litigation. There are no proceedings pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before any Governmental Authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower, or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note, and that have not been disclosed in writing to the Administration in the Application or otherwise.

(d) Borrowing Legal and Authorized. The consummation of the transactions provided for in this Agreement and the Note and compliance by the Borrower with the provisions of this Agreement and the Note:

(i) are within its powers and have been duly authorized by all necessary action on the part of the governing body of the Borrower; and

(ii) will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrances upon any property or assets of the Borrower pursuant to, any indenture, loan agreement or other instrument (other than this Agreement and the Note) to which the Borrower is a party or by which the Borrower may be bound, nor will such action result in any violation of the provisions of laws, ordinances, governmental rules, regulations or court orders to which the Borrower or its properties or operations is subject.

(e) No Defaults. No event has occurred and no condition exists that, upon execution of this Agreement and the Note or receipt of the Loan, would constitute a Default hereunder. The Borrower is not in violation, and has not received notice of any claimed violation, of any term of any agreement or other instrument to which it is a party or by which it or its property may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or other) of the Borrower or the ability of the Borrower to make all payments due hereunder and otherwise perform its obligations under this Agreement and the Note, and that have not been disclosed in writing to the Administration in the Application or otherwise.

(f) Governmental Consent; Project Consistency.

(i) The Borrower has obtained all permits and approvals required to date by any Governmental Authority for the making and performance by the Borrower of its obligations under this Agreement and the Note or for the Project and the financing thereof. No consent, approval or authorization of, or filing, registration or qualification with, any Governmental Authority that has not been obtained is required on the part of the Borrower as a condition to the execution and delivery of this Agreement and the Note or the consummation of any transaction herein contemplated.

(ii) The Project is consistent with (A) the local plan of the Borrower as contemplated under Section 5-7A-02 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended; (B) the State Economic Growth, Resource Protection, and Planning Policy established in Section 5-7A-01 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended; and (C) all applicable provisions of *Subtitle 7B, "Priority Funding Areas,"* of Title 5 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended.

(g) No Conflicts. No member, officer, or employee of the Borrower, or its designees, or agents, no consultant, no member of the governing body of the Borrower or of any Governmental Authority, who exercises or has exercised any authority over the Project during such person's tenure, shall have any interest, direct or indirect, in any contract or subcontract, or its proceeds, in any activity, or in any benefit therefrom, which is part of the Project.

(h) Use of Proceeds. The Borrower will apply the proceeds of the Loan from the Administration as described in Exhibit B attached hereto and made a part hereof (i) to finance all or a portion of the Eligible Project Costs; and (ii) to reimburse the Borrower for all or a portion of the Eligible Project Costs paid or incurred prior to the date hereof in anticipation of reimbursement by the Administration (and subject to compliance with Section 2.02(l) of this Agreement). Except as provided in Sections 3.01 and 3.03(c) of this Agreement, before each and every advance of the proceeds of the Loan to the Borrower, the Borrower shall submit to the Administration a requisition meeting the requirements of Section 3.03 of this Agreement.

(i) Loan Closing Submissions. On or before the Loan Closing Date, the Borrower will cause to be delivered to the Administration each of the following items:

(i) an opinion of Independent Counsel, acceptable to the Administration, dated as of the Loan Closing Date, substantially in the form set forth in Exhibit D to this Agreement;

(ii) an opinion of Bond Counsel [who may rely, as to the validity of this Agreement and the Note, on the opinion of Independent Counsel referred to in (i)], dated as of the Loan Closing Date, and acceptable to the Administration, to the effect that (A) interest on the Loan and the Note will be excludable from gross income for purposes of federal income taxation and (B) interest on the Loan and the Note will not be included in the alternative minimum taxable income of individuals, corporations or other taxpayers as an enumerated item of tax preference or other specific adjustment;

(iii) fully executed counterparts of this Agreement, the Note and the Loan Proceeds Questionnaire and Certificate;

(iv) copies of the ordinance, resolution or other official action of the governing body of the Borrower authorizing the execution and delivery of this Agreement and the Note, certified by an appropriate officer of the Borrower;

(v) a certificate, dated as of the Loan Closing Date, signed by an Authorized Officer of the Borrower and in form satisfactory to the Administration, confirming the Borrower's obligations under and representations in the Loan Agreement and the Loan Proceeds Questionnaire and Certificate as of such date;

(vi) a requisition in an amount not less than the lesser of 5% of the Loan Commitment or \$50,000 for (i) reimbursement to the Borrower of Eligible Project Costs together with paid invoices supporting such reimbursement, or (ii) payment to third-parties of currently due and payable invoices for Eligible Project Costs, or (iii) a combination of (i) and (ii); and

(vii) such other certificates, documents, opinions and information as the Administration may require.

Section 2.02. Particular Covenants of the Borrower.

(a) Maintenance of Project; Insurance. The Borrower shall (i) keep, operate and maintain, or cause to be kept, operated and maintained, the Project in good working order, condition and repair; (ii) make or cause to be made all needed and proper replacements to the Project so that the Project will at all times be in good operating condition, fit and proper for the purposes for which it was originally erected or installed; (iii) not permit any waste of the Project; (iv) observe and comply with, or cause to be observed and complied with, all Requirements; and (v) operate, or cause to be operated, the Project in the manner in which similar projects are operated by persons operating a first-class facility of a similar nature. The Borrower shall maintain or cause to be maintained at its sole cost and expense insurance with respect to the Project, both during its construction and thereafter, against such casualties and contingencies and in such amounts as are customarily maintained by governmental entities similarly situated and as are consistent with sound governmental practice.

(b) Sale or Disposition of Project. The Borrower reasonably expects that no portion of the Project will be sold prior to the final maturity date of the Loan. In the event that the Borrower shall sell or otherwise dispose of any portion of the Project prior to the final maturity date of the Loan, the Borrower shall apply the net proceeds thereof to the prepayment of the Loan or as the Administration shall otherwise direct unless (i) the Borrower shall have obtained the prior written consent of the Administration to some other proposed application of such net proceeds and (ii) there shall have been delivered to the Administration an opinion of Bond Counsel to the effect that, in the opinion of such firm, such proposed application of such net proceeds will not adversely affect the tax-exempt status for federal income tax purposes of the interest on any Tax-Exempt Bonds applicable to the Project or the Note.

(c) Inspections; Information. The Borrower shall permit the Administration or its designee to examine, visit and inspect, at any and all reasonable times (including, without limitation, any time during which the Project is under construction or in operation), the property constituting the Project, to attend all construction progress meetings relating to the Project and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating to the Project and the financing thereof, and shall supply such reports and information as the Administration may reasonably require in connection therewith. Without limiting the generality of the foregoing, the Borrower shall keep and maintain any books, records, and other documents that may be required under applicable federal and State statutes, regulations, guidelines, rules and procedures now or hereafter applicable to loans made by the Administration from the Fund, and as may be reasonably necessary to reflect and disclose fully the amount and disposition of the Loan, the total cost of the activities paid for, in whole or in part, with the proceeds of the Loan, and the amount and nature of all investments related to such activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be maintained at the offices of the Borrower, as specified on Exhibit B attached hereto, for

inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Administration. All such books, records and other documents shall be maintained until the completion of an audit of the Project by the EPA or notification from the State or the EPA that no audit is required.

(d) Completion of the Project; Payment of Excess Costs of the Project. The Borrower shall proceed diligently to complete the Project in accordance with the Plans and Specifications, and in accordance with any requirements set forth in the construction and NPDES permits. The Borrower shall satisfy all applicable Requirements for operation of the Project by the completion of the Project, and shall commence operation of the Project promptly upon its completion. No substantial changes may be made to the Plans and Specifications, the general construction contract or the Project Budget, or in the construction of the Project without the prior written approval of the Administration in its discretion. The Borrower shall pay any amount required for the acquisition, construction and equipping of the Project in excess of the amount available to be loaned to the Borrower hereunder. Upon the completion of the Project, the Borrower shall deliver to the Administration a certificate of the Borrower certifying that the Project was completed as of the date set forth in such certificate.

(e) Cancellation of Loan. As provided by Section 9-1606(e) of the Act, the Borrower acknowledges and agrees that its obligation to make the payments due hereunder and under the Note is cancelable only upon repayment in full of the Loan, and that neither the Administration, the Secretary of the Department, nor the Board is authorized to forgive the repayment of all or any portion of the Loan.

(f) Dedicated Source of Revenue. Pursuant to the Clean Water Act, the Borrower has established one or more dedicated sources of revenue for repayment of the Loan, as described in Exhibit E attached hereto as a part hereof.

(g) Indemnification. To the extent permitted by law, the Borrower releases the Administration, the Fund, the Department, the Board and the State from, agrees that the Administration, the Fund, the Department, the Board and the State shall not have any liability for, and agrees to protect, indemnify and save harmless the Administration, the Fund, the Department, the Board and the State from and against, any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, the Administration, the Fund, the Department, the Board or the State, as a result of or in connection with the Project or the financing thereof. To the extent permitted by law, all money expended by the Administration, the Fund, the Department, the Board or the State as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at the rate provided in the Note from the date of such payment, shall constitute an additional indebtedness of the Borrower and shall be immediately and without notice due and payable by the Borrower to the Administration.

(h) Non-discrimination. The Borrower certifies that it does not discriminate, and covenants that it shall not discriminate, on the basis of (1) political or religious opinion or affiliation, marital status, race, color, creed or national origin, or (2) sex or age, except where sex or age constitutes a bona fide occupational qualification, or (3) the physical or mental handicap

of a qualified handicapped individual. At such times as the Administration requests, the Borrower shall submit to the Administration information relating to the Borrower's operations, with regard to political or religious opinion or affiliation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin, on a form to be prescribed by the Administration.

(i) Compliance with Requirements. The Borrower acknowledges that the Loan and this Agreement are subject to, and the Borrower agrees to comply with, all Requirements applicable to the Project and the financing thereof, including (without limiting the generality of the foregoing) the Clean Water Act, the Act, and all other applicable State and federal statutes and such rules, regulations, orders and procedural guidelines as may be promulgated from time to time by the EPA, the Board, the Department, the Administration, or other Governmental Authority.

(j) Annual Audit. Within nine (9) months of the end of each Fiscal Year (unless such period is changed to comply with terms of the Administration's financings, or a Requirement, in which case the Administration shall notify the Borrower in writing), the Borrower shall cause financial statements of the Borrower to be prepared with respect to such Fiscal Year in accordance with generally accepted accounting principles, applicable to governmental units, consistently applied, which financial statements shall be audited by, and accompanied by a report of, an Independent Public Accountant. Such financial statements and report shall be delivered upon completion to the Administration within the nine (9) month period or within thirty (30) days from receipt of a report from the auditor, whichever period is shorter.

(k) Bonds Not to Be Arbitrage Bonds. The Administration expects to deliver on each date of issuance of each series of Tax-Exempt Bonds a certificate (such certificate, as it may be amended and supplemented from time to time in accordance with the Indenture, being referred to herein as the "Section 148 Certificate") that complies with the requirements of Section 148 of the Code or applicable successor provisions ("Section 148") and that states the Administration's reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of such Tax-Exempt Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Tax-Exempt Bonds within the meaning of Section 148 (collectively, "Bond Proceeds"). The Borrower covenants to provide, or cause to be provided, such facts and estimates as the Administration reasonably considers necessary to enable it to execute and deliver its Section 148 Certificate including (but not limited to) those updates required in the Loan Proceeds Questionnaire and Certificate. The Borrower further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the Tax-Exempt Bonds and will be, to the best of the knowledge of the officers of the Borrower providing such facts and estimates, true, correct and complete as of that date, and (ii) the Borrower will make reasonable inquiries to ensure such truth, correctness and completeness.

The Borrower covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the Bond Proceeds that would cause any of the Tax-Exempt Bonds to be "arbitrage bonds" within the meaning of Section 148. The

Borrower further covenants that it will comply with those provisions of Section 148 that are applicable to the Tax-Exempt Bonds on the date of issuance of such Tax-Exempt Bonds and with those provisions of Section 148 that may subsequently be lawfully made applicable to such Bonds.

The Administration and the Borrower shall hold and invest Bond Proceeds within their control (if such proceeds are invested) in accordance with the expectations of the Administration set forth in the Section 148 Certificate. If the Administration is of the opinion, upon receipt of advice of Bond Counsel, that it is necessary further to restrict or limit the yield on the investment of any Bond Proceeds in order to avoid any of the Tax-Exempt Bonds being considered “arbitrage bonds” within the meaning of Section 148, the Borrower shall take such action as is necessary to restrict or limit the yield on such investment, irrespective of whether the Borrower is of the same or a different opinion. Upon the request of the Borrower and receipt of advice of Bond Counsel, the Administration may, and upon receipt of an approving ruling from the Internal Revenue Service or a decision of a court of competent jurisdiction, the Administration shall, take such action as is necessary to remove or modify a restriction or limitation on the yield on the investment of any Bond Proceeds that was formerly deemed necessary. The Administration shall incur no liability in connection with action as contemplated herein so long as the Administration acts in good faith.

The Administration contemplates and will use its best efforts to provide for the payment of rebate or penalties in lieu of rebate with respect to the Tax-Exempt Bonds pursuant to Section 148 from the proceeds of the Tax-Exempt Bonds or investment earnings thereon. However, in the event that funds from this source are inadequate to provide for any such payment of rebate or such penalties, the Borrower agrees to pay to the Administration the portion of the rebate or penalties with respect to any Tax-Exempt Bonds fairly allocable to the Loan (as reasonably determined by the Administration) upon written request of the Administration accompanied by an explanation of the method for allocating any such penalties or rebate.

In addition, the Borrower covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the monies deemed to be proceeds of any other Tax-Exempt Bonds of the Administration that would cause any such Tax-Exempt Bonds to be “arbitrage bonds” within the meaning of Section 148. The Borrower further covenants that it will comply with those provisions of Section 148 that are applicable to such other Tax-Exempt Bonds on the date of issuance of such Tax-Exempt Bonds and with those provisions of Section 148 that may subsequently be lawfully made applicable to such Tax-Exempt Bonds. The Borrower shall have no obligation under this paragraph unless advised of such in writing by the Administration.

(l) Compliance With Loan Proceeds Questionnaire and Certificate. Without otherwise limiting the covenants or representations set forth in this Agreement or in the Loan Proceeds Questionnaire and Certificate, the representations set forth in Paragraphs 3 through 9, inclusive, and Paragraphs 11 through 14, inclusive, of the Loan Proceeds Questionnaire and Certificate are hereby incorporated as continuing representations of the Borrower, except to the extent that the Administration shall receive an opinion from Bond Counsel to the effect that any variation from such representations shall not adversely affect the excludability of interest on any

Tax-Exempt Bonds from gross income for federal income tax purposes. The Borrower shall not take or permit to be taken any action or actions which would cause any Tax-Exempt Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code or which would otherwise cause interest on any Tax-Exempt Bonds to be includable in gross income for federal income tax purposes.

(m) Additional Disclosure Information. The Borrower agrees to provide the Administration with such information regarding the Borrower and its finances as the Administration may from time to time request. The Borrower further acknowledges that the Administration may issue one or more series of Bonds pursuant to the Indenture, and that any or all of such Bonds may be secured in part by repayments of the Borrower with respect to the Loan. The Borrower accordingly agrees to provide to the Administration such information regarding the Borrower and its finances as the Administration may from time to time request for inclusion in the official statements or other offering documents to be distributed in connection with the sale of any such Bonds or any annual disclosure document or other informational document prepared from time to time by the Administration to be made available to prospective purchasers or holders of any of such Bonds. The Borrower shall also furnish to the Administration at its request a certificate of an Authorized Officer of the Borrower to the effect that any information so provided or included contains no material inaccuracy or omission in light of the purposes for which such information is provided or included. The Borrower agrees to notify the Administration promptly in writing of (a) any changes in the condition or affairs of the Borrower (financial or other) that would cause any information regarding the Borrower so provided or included in an official statement or any subsequent offering document, annual disclosure document or other informational document of the Administration that the Borrower has had an opportunity to review and certify as to its accuracy, to contain a material inaccuracy or omission in light of the purposes for which such information is so included, and (b) upon request from the Administration, any event set forth in Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C), as such rule may be amended and supplemented.

(n) Related Financing. The Borrower agrees that the proceeds of any Related Financing shall be expended to pay costs of the Project on a monthly basis proportionately with the proceeds of the Loan, taking into account the total amount of the proceeds of such Related Financing available to pay costs of the Project and the maximum amount of the Loan Commitment. The Borrower agrees to provide the Administration upon its request with such information as the Administration deems reasonably necessary to determine whether the Borrower is in compliance with the provisions of this Section 2.02(n).

ARTICLE III

LOAN TO BORROWER; AMOUNTS PAYABLE; GENERAL AGREEMENTS

Section 3.01. The Loan. Subject to the provisions of Sections 3.02, 3.03 and 3.08 hereof, the Administration hereby agrees to advance amounts under this Agreement to the Borrower, and the Borrower agrees to borrow and accept from the Administration amounts

advanced under this Agreement, in an aggregate principal amount not to exceed the maximum amount of the Loan Commitment set forth on Exhibit B attached hereto.

Section 3.02. Availability of Funds. The Administration expects to have, and shall use its best efforts to obtain and maintain, funds in an amount sufficient to make advances to the Borrower in accordance with the “Construction Cash Draw Schedule” included in Exhibit C attached hereto. The Borrower recognizes, however, that the Administration is a governmental entity with limited financial resources and that the Administration’s ability to make such advances may be adversely affected by events or circumstances beyond the Administration’s control. The Borrower accordingly assumes the risk that monies may not be available to make advances of the Loan to the Borrower, and, in such event, the Borrower specifically agrees that the Administration shall have no obligation to lend any amounts to the Borrower in excess of the amount theretofore advanced to the Borrower.

Section 3.03. Disbursements and Capitalized Interest.

(a) Requisitions and Disbursements. Amounts shall be loaned from time to time to pay, or reimburse the Borrower for the payment of, Eligible Project Costs, upon receipt of requisitions of the Borrower. Each such requisition shall (i) state the names of the payees, (ii) describe in reasonable detail the purpose of each payment, (iii) state the amount of each payment (supported by appropriate paid invoices or other evidence satisfactory to the Administration that the amount requisitioned has been paid or has been incurred by the Borrower and is then due), (iv) state that the amount so requisitioned constitutes a part of the Eligible Project Costs, and (v) state that no Default or Event of Default under this Agreement has occurred and is continuing; provided, that this section shall not apply to advances made or deemed to have been made as provided in Section 3.03(c) hereof. The Administration shall not be required to advance monies on more than one day in each month, and the Administration shall not be required to advance monies for the Project sooner than, or in an amount greater than, the schedule of disbursements for the Project shown on the “Construction Cash Draw Schedule” included in Exhibit C attached hereto. The Administration may require the Borrower to submit requisitions in advance of each such disbursement date in such manner as shall be reasonably acceptable to the Administration.

(b) Conditions Precedent. Before making the first advance of Loan proceeds, the Administration shall receive the following in form and content satisfactory to the Administration:

(i) copies of the Plans and Specifications and of any Change Orders issued through the date of such advance, the general construction contract, and the Project Budget;

(ii) a survey showing the location of existing and proposed easements, rights-of-way and improvements, and the perimeter boundaries of the land upon which the Project will be located, if any Loan proceeds are to be used for acquisition of the land;

(iii) copies of all building permits, if any, pertaining to the Project;

(iv) cost breakdown in trade form showing all subcontracts which represent at least 10 percent of the costs of the Project, and indicating use of the proceeds of the Loan therefor;

(v) a fully executed copy of any contract for the purchase of real property constituting a portion of the Eligible Project Costs described in Exhibit C; and

(vi) evidence satisfactory to the Administration that the conditions (if any) set forth in Exhibit A to this Agreement have been satisfied.

In addition, it shall be a condition precedent to the Administration's obligation to make any advance of Loan proceeds under this Agreement that no Default or Event of Default shall have occurred and be continuing at the time of any such advance.

(c) Interest During Construction. In the event that the Administration has consented to permit the Borrower to pay interest on the Loan from proceeds of the Loan during all or a portion of the period of time related to construction of the Project (as itemized in Exhibit C) ("Construction Period Interest"), the Administration shall on each February 1 and August 1 during such period advance to the Borrower and immediately apply to the interest then due and owing, an amount equal to the interest on the Loan due on such February 1 or August 1 and not theretofore paid by the Borrower. Any such amount of Construction Period Interest advanced by the Administration shall constitute part of the principal amount of the Loan hereunder immediately upon its advance to the Borrower in accordance with this paragraph. Notwithstanding the advance of any Construction Period Interest to the Borrower in accordance with this Section, the Borrower shall pay directly to the Administration the Administrative Fee on the dates and in the amounts set forth in Section 3.04(c), and no amounts shall be advanced under the Loan for the payment of the Administrative Fee.

Section 3.04. Amounts Payable.

(a) Loan Payments. The Borrower shall punctually repay the Loan in installments on the dates, in the amounts, and in the manner specified in the Note. The outstanding amount of the Loan shall bear interest at a rate per annum equal to the rate or rates of interest set forth in Exhibit B, and shall be payable in accordance with the amortization schedule as specified in Exhibit B attached hereto and more particularly set out in the Note (which amortization schedule is subject to adjustment in accordance with this Agreement and the Note). On or prior to the Loan Closing Date, the Borrower shall execute the Note to evidence such obligation. In addition, the Borrower shall pay to the Administration an Administrative Fee in accordance with paragraph (c) of this Section.

(b) Late Charges. In addition to the payments of principal and interest on the Loan required by paragraph (a) of this Section, the Borrower shall pay (i) a late charge for any payment of principal or interest on the Loan that is received later than the tenth day following its

due date, in an amount equal to 5% of such payment, and (ii) interest on overdue installments of principal and (to the extent permitted by law) interest at a rate equal to the Default Rate set forth in Exhibit B. Amounts payable pursuant to this paragraph (b) shall be immediately due and payable to the Administration, and interest at the Default Rate shall continue to accrue on overdue installments of principal and (to the extent permitted by law) interest until such amounts are paid in full.

(c) Administrative Fee. (i) On the date specified in Exhibit B for the first payment of the Administrative Fee and on each August 1 thereafter that the Note remains outstanding and unpaid to and including the date of final maturity of the Note (each such date, an “Administrative Fee Payment Date”), the Borrower shall pay to the Administration an Administrative Fee. Subject to paragraph (iv) below, the Administrative Fee for any Administrative Fee Payment Date shall be (A) the Administrative Fee set forth in Exhibit B or (B) after any date on which the outstanding principal amount of the Loan Commitment is reduced by the Administration by a notice in writing to the Borrower in accordance with this Agreement (other than by reason of the repayment of the principal of the Loan), the Administrative Fee set forth in a notice from the Administration to the Borrower in connection with such reduction. Any adjustment of the Administrative Fee in accordance with the foregoing shall be prospective only, and the Administration shall in no event be obligated to refund any portion of any Administrative Fee payment theretofore received from the Borrower.

(ii) In prescribing the Administrative Fee for a loan with a term of thirty years for purposes of paragraph (i) above, the Administration shall employ the following formula, it being understood that any determinations as to the application of such formula shall be within the discretion of the Administration and any Administrative Fee Payment prescribed by the Administration in accordance with the foregoing shall be conclusive and binding upon the Administration and the Borrower: the Administrative Fee equals (A) the aggregate amount of all scheduled payments of principal of and interest on the Note, multiplied by the Percentage Rate (defined in paragraph (iv) below) then in effect, (B) divided by the total number of scheduled Administrative Fee Payment Dates. For example, if the aggregate amount of all scheduled payments of principal of and interest on the Note were \$5,000,000 and the Percentage Rate were 5%, and the total number of scheduled Administrative Fee Payment Dates were 31, the Administrative Fee to be paid each year would equal:

$$\frac{\$5,000,000 \times .05}{31} = \$8,064.52$$

(iii) In prescribing the Administrative Fee for a loan with a term of less than thirty years for purposes of paragraph (i) above, the Administration shall employ the following formula, it being understood that any determinations as to the application of such formula shall be within the discretion of the Administration and any Administrative Fee Payment prescribed by the Administration in accordance with the foregoing shall be conclusive and binding upon the Administration and the Borrower: The Administrative Fee equals (A) the aggregate amount of all scheduled payments of principal of and interest on the Note, multiplied by the Percentage Rate (defined in paragraph (iv) below) then in effect, (B) divided by 30. For example, if the aggregate amount of all scheduled payments of principal of and interest on the

Note were \$4,000,000 and the Percentage Rate were 5%, the Administrative Fee to be paid each year would equal:

$$\frac{\$4,000,000 \times .05}{30} = \$6,666.67$$

(iv) The Percentage Rate for each Fiscal Year shall be fixed as a uniform rate for all borrowers receiving loans from the Fund in order to provide sufficient revenues to pay the expenses of the Administration, as approved in the operating budget of the State by the General Assembly of the State; provided, however, that in no event shall the Percentage Rate exceed five percent (5%). In each Fiscal Year, the Administration shall review the Percentage Rate then in effect and adjust it for the immediately succeeding Fiscal Year to reflect its approved budget for the immediately succeeding Fiscal Year, a retainage of not more than ten percent (10%) for an operating reserve within the Administration's general account, and other factors as reasonably determined by the Secretary. No later than June 1 following the end of the Session of the General Assembly in each Fiscal Year, the Administration shall notify the Borrower of the newly established Percentage Rate, which shall be the Percentage Rate applicable to the immediately succeeding Fiscal Year, and of any change in the amount of the Administrative Fee payable by the Borrower in such Fiscal Year as a result of the application of such Percentage Rate.

Section 3.05. Sources of Payment.

(a) Dedicated Revenues. In accordance with Section 2.02(f) hereof, the principal of and interest on the Note, and any other amounts due from time to time under this Agreement, shall be payable in the first instance from the dedicated source of revenues described in Exhibit E attached hereto.

(b) General Obligation. In addition, the Note constitutes a general obligation of the Borrower, to the payment of which the full faith and credit and taxing power of the Borrower are pledged.

(c) State Withholding. As further security for the payment of the Note and any other amounts due hereunder, the Borrower hereby pledges the following to the Administration and grants a security interest therein to the Administration: (i) as authorized by Section 9-1606(d) of the Act, the Borrower's share of any and all income tax revenues collected by the State from time to time that would otherwise be payable to the Borrower, and (ii) to the maximum extent permitted by law, any and all other tax revenues, grants, and other monies that the Borrower is or may from time to time be entitled to receive from the State or that may at any time be due from the State, or any department, agency, or instrumentality of the State, to the Borrower. The Borrower further agrees that, upon the occurrence of an Event of Default, among other things, the State Comptroller and the State Treasurer may (i) withhold any such amounts that the Borrower is then or may thereafter be entitled to receive and (ii) at the direction of the Administration, apply the amounts so withheld to the payment of any amounts then due or thereafter becoming due hereunder (including, without limitation, payments under the Note) until the Borrower's obligations hereunder have been fully paid and discharged.

Section 3.06. Unconditional Obligations. The obligations of the Borrower to make payments under the Note as and when due and all other payments required hereunder and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any Governmental Authority, any failure of the Administration, the Department or the State to perform or observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project, this Agreement, or otherwise or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might otherwise have against the Administration, the Department or the State or any other party or parties; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

Section 3.07. Loan Commitment. The Borrower acknowledges and agrees that the monies attributable to the Borrower's Loan Commitment are the property of the Administration and are held by the Administration to provide for advances to be made to the Borrower in accordance with this Agreement. Without limiting the foregoing, the Borrower acknowledges and agrees that monies attributable to the Borrower's Loan Commitment may at the discretion of the Administration be pledged or applied to the payment of Bonds.

Section 3.08. Reduction of Loan Commitment. The Loan Commitment is subject to reduction in accordance with the provisions of this Section 3.08.

(a) Any portion of the Loan Commitment not advanced to the Borrower under Section 3.03 of this Agreement at the later of (1) two years from the date of this Agreement and (2) the earlier of one year following (i) actual completion of construction of the Project or (ii) the estimated completion date specified on Exhibit B attached hereto, shall no longer be available to be advanced to the Borrower and the amount of the Loan Commitment shall be reduced by an amount equal to the portion of the Loan Commitment not advanced, unless otherwise agreed to by the Administration in writing.

(b) The Administration may reduce the amount of the Loan Commitment if the Administration should for any reason determine that it will be unable to fund the full amount of the Loan Commitment (including, without limitation, a determination that the Eligible Project Costs to be paid with proceeds of the Loan are expected to be less than the maximum amount of the Loan Commitment), or if it determines that the Borrower is not proceeding satisfactorily and expeditiously with the Project in accordance with schedules and plans provided to the Administration, or if it determines that the Borrower is no longer able to make the certifications required under Section 3.03 in connection with the submission of requisitions.

(c) Any reduction in the amount of the Loan Commitment shall not affect the obligation of the Borrower to repay the Loan in accordance with the provisions of this Agreement and the Note.

(d) The Administration shall advise the Borrower in writing of any reduction in the amount of the Loan Commitment. Such notice shall specify the reason for and the amount of the reduction. In the event of any such reduction, the Borrower shall repay the Loan in accordance with such revised principal amortization schedule (prepared by applying such amount to reduce the installments of principal due under the Note in inverse order of payment, such that any such reduction is applied first to the last installment of principal due under the Note) as may be prescribed by the Administration in accordance with the provisions of the Note executed in connection therewith. The Administration may require, and the Borrower shall deliver, such certificates, documents, opinions and other evidence as the Administration may deem necessary or advisable in connection with any such reduction in the Loan Commitment. If a new Note is delivered in connection with any such reduction, the Administration shall cancel the Note initially delivered to the Administration by the Borrower pursuant to this Agreement.

Section 3.09. Disclaimer of Warranties. The Administration makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Project or any portion thereof or any other warranty with respect thereto. In no event shall the Administration be liable for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or the Project or the existence, furnishing, functioning or use of the Project or any item or products or services provided for in this Agreement.

Section 3.10. Prepayments. The Loan shall be subject to mandatory prepayment, in whole or in part, as, when and to the extent required by the EPA's State Revolving Fund Program Regulations. Otherwise, the Loan may be prepaid by the Borrower, in whole or in part, only at such times and in such amounts, and upon the payment by the Borrower of such prepayment premium or penalty, as the Director, in his or her discretion, may specify and approve.

Section 3.11. Assignment. Neither this Agreement nor the Note may be assigned by the Borrower for any reason without the prior written consent of the Administration. The Administration may transfer, pledge or assign the Note and any or all rights or interests of the Administration under this Agreement without the prior consent of the Borrower.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

Section 4.01. Events of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) failure by the Borrower to pay any amount required to be paid hereunder or under the Note when due, which failure shall continue for a period of 20 days;

(b) failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the Borrower by the Administration, unless the Administration shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Administration will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Default is corrected;

(c) if (i) at any time any representation made by the Borrower in Section 2.01(f)(ii) is incorrect, or (ii) any other representation made by or on behalf of the Borrower contained in this Agreement, or in any instrument furnished in compliance with or with reference to this Agreement, the Loan Commitment or the Loan, is false or misleading in any material respect on the date on which such representation is made;

(d) if an order, judgment or decree is entered by a court of competent jurisdiction (i) appointing a receiver, trustee, or liquidator for the Borrower; (ii) granting relief in involuntary proceedings with respect to the Borrower under the federal bankruptcy act, or (iii) assuming custody or control of the Borrower under the provision of any law for the relief of debtors, and the order, judgment or decree is not set aside or stayed within 60 days from the date of entry of the order, judgment or decree; or

(e) if the Borrower (i) admits in writing its inability to pay its debts generally as they become due, (ii) commences voluntary proceedings in bankruptcy or seeking a composition of indebtedness, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a receiver, or (v) consents to the assumption of custody or control of the Borrower by any court of competent jurisdiction under any law for the relief of debtors.

Section 4.02. Notice of Default. The Borrower shall give the Administration prompt telephonic notice by contacting the Director of the Administration, followed by prompt written confirmation, of the occurrence of any event referred to in Section 4.01(d) or (e) hereof and of the occurrence of any other event or condition that constitutes a Default or an Event of Default at such time as any senior administrative or financial officer of the Borrower becomes aware of the existence thereof.

Section 4.03. Remedies on Default. Whenever any Event of Default referred to in Section 4.01 hereof shall have happened and be continuing, the Administration shall have the right to take one or more of the following remedial steps:

(a) declare all amounts due hereunder (including, without limitation, payments under the Note) to be immediately due and payable, and upon notice to the Borrower the same shall become immediately due and payable by the Borrower without further notice or demand; and

(b) take whatever other action at law or in equity that may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any obligation, agreement or covenant of the Borrower hereunder.

Section 4.04. Attorneys' Fees and Other Expenses. The Borrower shall on demand pay to the Administration the reasonable fees and expenses of attorneys and the Trustee and other reasonable expenses incurred in the collection of any sum due hereunder or in the enforcement of performance of any other obligations of the Borrower upon an Event of Default.

Section 4.05. Application of Monies. Any monies collected by the Administration pursuant to Section 4.03 hereof shall be applied (a) first, to pay any attorneys' fees or other fees and expenses owed by the Borrower pursuant to Section 4.04 hereof, (b) second, to pay interest due on the Loan, (c) third, to pay principal due on the Loan, (d) fourth, to pay any other amounts due hereunder, and (e) fifth, to pay interest and principal on the Loan and other amounts payable hereunder as such amounts become due and payable.

Section 4.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Administration is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Default or Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Administration to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE V

MISCELLANEOUS

Section 5.01. Notices. All notices, requests, objections, waivers, rejections, agreements, approvals, disclosures and consents of any kind made pursuant to this Agreement shall be in writing, unless expressly stated otherwise herein. Any such communication shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower at the address specified on Exhibit B attached hereto and to the Administration at Maryland Water Quality Financing Administration, 1800 Washington Blvd., Baltimore, Maryland 21230-1718, Attention: Director.

Section 5.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Administration and the Borrower and their respective successors and assigns.

Section 5.03. Severability. In the event any provision of this Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 5.04. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

Section 5.06. Captions. The captions or headings in this Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 5.07. Further Assurances. The Borrower shall, at the request of the Administration, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements, certificates and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Agreement and the Note.

Section 5.08. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Loan. In the event of any inconsistency between the provisions of this Agreement and anything contained in the Application, the provisions of this Agreement shall prevail.

Section 5.09. Amendment of this Agreement. This Agreement, or any part hereof, may be amended from time to time hereafter only if and to the extent permitted by the Indenture and only by an instrument in writing jointly executed by the Administration and the Borrower.

Section 5.10. Disclaimer of Relationships. The Borrower acknowledges that the obligation of the Administration is limited to making the Loan in the manner and on the terms set forth in this Agreement. Nothing in this Agreement and no act of either the Administration or of the Borrower shall be deemed or construed by either of them, or by third persons, to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship whatsoever involving the Borrower and the Administration.

Section 5.11. Effective Date. The effective date of this Agreement shall be the date of the Administration's execution.

Section 5.12. Term of this Agreement. Unless sooner terminated pursuant to Article IV of this Agreement, or by the mutual consent of the Borrower and the Administration, this Agreement shall continue and remain in full force and effect until the Loan, together with interest and all other sums due and owing in connection with this Agreement or the Loan, have been paid in full to the satisfaction of the Administration. Upon payment in full of the Loan together with interest and all other sums due and owing in connection with this Agreement or the Loan from any source whatsoever, this Agreement shall be terminated.

Section 5.13. Delegation Not to Relieve Obligations. The delegation by the Borrower of the planning, construction or carrying out of the Project shall not relieve the Borrower of any obligations under this Agreement and any other documents executed in connection with the Loan.

Section 5.14. Additional Terms. This Agreement shall also be subject to the additional terms, if any, set forth in Exhibit A hereto. The terms, if any, set forth in Exhibit A shall be deemed to be a part of this Agreement as if set forth in full herein. In the case of any conflict between the terms set forth in Exhibit A and any term of this Agreement, the terms set forth in Exhibit A shall be controlling.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

(SEAL)

LENDER:

WITNESS:

MARYLAND WATER QUALITY FINANCING
ADMINISTRATION

Name:
Title:

By:

Name:
Title:

(SEAL)

ATTEST:

BORROWER:

Name:
Title:

By:

Name:
Title:

Approved for form and legal sufficiency
this ____ day of _____, 2019

Approved for form and legal sufficiency
this ____ day of _____, 2019

Name:
Local Attorney for Borrower

Name:
Assistant Attorney General

EXHIBIT A
to Loan Agreement

Borrower Name: _____
Address: _____
Attention: _____
Project Name: _____

CONDITIONS TO INITIAL ADVANCE UNDER SECTION 3.03(b)(vi) OF LOAN AGREEMENT:

NONE

ADDITIONAL TERMS APPLICABLE TO LOAN AGREEMENT:

The provisions of this Exhibit A shall be deemed to be a part of the foregoing Agreement as if set forth in full therein. In the case of any conflict between this Exhibit A and any provision thereof, the provisions of this Exhibit A shall be controlling, notwithstanding any other provisions contained in the Agreement.

1. The first regularly scheduled payment of interest on the Loan shall be due on _____.
2. The Borrower agrees to comply with the Davis-Bacon Act requirements of Section 513 of the Federal Water Pollution Control Act for the entirety of construction contract costs of the Project, and shall include specific language regarding compliance in its contracts and subcontracts.
3. The Borrower agrees to comply with the Use of American Iron and Steel requirement of federal law, which provides that all of the iron and steel products used in the Project are produced in the United States, unless a waiver is granted.

EXHIBIT A
to Loan Agreement

Borrower Name: _____
Address: _____

Attention: _____

Project Name: _____

ADDITIONAL TERMS APPLICABLE TO LOAN AGREEMENT (CONT.):

4. The Borrower agrees to comply with EPA's Final Financial Assistance Conflict of Interest Policy, and report any instances of actual or potential conflicts of interest in the award, administration, or monitoring of subawards arising from procurements or other actions. Any conflicts of interest must be immediately disclosed to the Administration within 30 days of discovery for further guidance. The EPA's Final Financial Assistance Conflict of Interest Policy is found at: <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>
5. If this Project is financed with the use of federal funds under CFDA # 66.458, the Borrower may be subject to a single audit to be undertaken by an independent auditor in accordance with uniform administrative requirements, cost principles, and audit requirements for federal awards, 2 C.F.R. § 200.501 (see generally, Subpart F – Audit Requirements of 2 C.F.R. Part 200). The Borrower hereby agrees to obtain such single audit, if required by the Single Audit Act.

EXHIBIT B
to Loan Agreement

Borrower Name: _____
Address: _____
Attention: _____
Project Name: _____

DESCRIPTION OF THE LOAN

- (1) Project Name(s): _____
- (2) Maximum Principal Amount of Loan Commitment: \$_____
- (3) Rate of Interest: ____% (*Based upon ____% of the _____ average of the Bond Buyer 11-Bond Index*)
- (4) Amortization Schedule:
 - (a) ____ years
\$1,000 Mini Principal Payment Date: _____
Date of First of _____ Amortizing Principal Payments: _____
 - (b) Level Principal _____; or
Level Debt Service _____; or
Other _____
- (5) Annual Administrative Fee: \$_____, beginning August 1, _____.
- (6) Estimated Completion Date of Project(s): _____
- (7) Default Rate: _____% (*Based upon the _____ average of the Bond Buyer 11-Bond Index*)
- (8) Description of Project:
- (9) Address for Borrower's Office(s) Where Books and Records Are Kept, if different from address printed above:

EXHIBIT C
to Loan Agreement

Borrower Name: _____
Address: _____
Attention: _____
Project Name: _____

PROJECT BUDGET

Breakdown of Eligible Project Costs:

A. Portion of Eligible Project Costs to be directly financed:

<u>Description</u>	<u>Allocated Amount of Loan*</u>
Eligible Project Costs include administrative and legal expenses, planning/design engineering fees, construction costs, construction phase engineering/inspection fees and contingencies	
Subtotal Loan:	\$ _____

B. Portion of Eligible Project Costs for which Borrower will be reimbursed at closing, which the Borrower hereby certifies were paid or incurred prior to the date of the Agreement, in anticipation of being reimbursed through a loan from the Administration (and subject to compliance with Sections 2.02(l) and 3.03(a) of the Agreement):

<u>Description</u>	<u>Allocated Amount of Loan</u>
Eligible Project Costs include administrative and legal expenses, planning/design engineering fees, construction costs, construction phase engineering/inspection fees and contingencies	
Total Reimbursement at Closing:	\$ _____
Total Loan:	\$ _____

EXHIBIT C
to Loan Agreement

Borrower Name: _____
Address: _____

Attention: _____

Project Name: _____

C. Construction Cash Draw Schedule*

<u>Federal Quarter</u>	<u>Cash Disbursements*</u>
FFY 19 Q2 (Jan 19 – Mar 19)	
FFY 19 Q3 (Apr 19 – June 19)	
FFY 19 Q4 (Jul 19 – Sep 19)	
FFY 20 Q1 (Oct 19 – Dec 19)	
FFY 20 Q2 (Jan 20 – Mar 20)	
FFY 20 Q3 (Apr 20 – June 20)	
FFY 20 Q4 (Jul 20 – Sep 20)	
FFY 21 Q1 (Oct 20 – Dec 20)	
FFY 21 Q2 (Jan 21 – Mar 21)	
FFY 21 Q3 (Apr 21 – June 21)	

Total Disbursements: \$ _____

* SUBJECT TO CHANGE WITH CONSENT OF THE ADMINISTRATION IN ITS DISCRETION UNDER SECTION 2.02(d) OF THIS AGREEMENT

OPINION OF BORROWER'S COUNSEL

[LETTERHEAD OF COUNSEL TO BORROWER]

[CLOSING DATE]

Maryland Water Quality
Financing Administration
1800 Washington Blvd.
Baltimore, Maryland 21230-1718

Ladies and Gentlemen:

We are counsel to [NAME OF BORROWER], a [body politic and corporate and a political subdivision] [municipal corporation] [other appropriate description] of the State of Maryland (the "Borrower") in connection with the loan (the "Loan") by Maryland Water Quality Financing Administration (the "Administration") to the Borrower of funds to finance all or a portion of the costs of a project (the "Project") described in Exhibit B to the Loan Agreement dated as of _____, 2019 (the "Agreement") by and between the Administration and the Borrower.

In this connection, we have reviewed such records, certificates, and other documents as we have considered necessary or appropriate for the purposes of this opinion, including, without limitation, the Agreement and the Borrower's \$ _____ Water Quality Bond, Series 2019, dated _____, 2019 (the "Note"). The Agreement and the Note are referred to herein collectively as the "Loan Documents". Based on such review, and such other considerations of law and fact as we believe to be relevant, we are of the opinion that:

(a) The Borrower is a validly created and existing [body politic and corporate and a political subdivision] [municipal corporation] [other appropriate description] of the State of Maryland, possessing authority to acquire, construct and operate the Project and to enter into the Loan Documents and perform its obligations thereunder.

(b) The Borrower has duly authorized, executed and delivered the Loan Documents and, assuming due authorization, execution and delivery of the Agreement by the Administration, the Loan Documents constitute legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms.

(c) The Note is a general obligation of the Borrower to which its full faith and credit is pledged payable, if and to the extent not paid from other sources as described in the Agreement, from ad valorem taxes, unlimited as to rate and amount, which the Borrower is empowered to levy on all real and tangible personal property within its corporate limits subject to assessment for unlimited taxation by the Borrower.

(d) The Loan Documents and the enforceability thereof are subject to bankruptcy, insolvency, moratorium, reorganization and other state and federal laws affecting the enforcement of creditors' rights and to general principles of equity.

(e) To the best of our knowledge after reasonable investigation, the Borrower has all necessary licenses, approvals and permits required to date under federal, state and local law to own, construct and acquire the Project.

(f) Neither the execution and delivery of the Loan Documents, nor the consummation of the transactions contemplated thereby, nor the acquisition and construction of the Project, nor the fulfillment of or compliance with the terms and conditions of the Loan Documents, conflicts with or results in a breach of or default under any of the terms, conditions or provisions of the charter or laws governing the Borrower (including any limit on indebtedness) or, to the best of our knowledge after reasonable investigation, any agreement, contract or other instrument, or law, ordinance, regulation, or judicial or other governmental order, to which the Borrower is now a party or by which the Borrower or its properties are otherwise subject or bound, and the Borrower is not otherwise in violation of any of the foregoing in a manner material to the transactions contemplated by the Loan Documents.

(g) To the best of our knowledge after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court, governmental agency or public board or body pending or threatened against or affecting the Borrower that, if adversely determined, would materially affect the ability of the Borrower to perform its obligations under the Loan Documents, which has not been disclosed in writing to the Administration.

We hereby authorize Bond Counsel to the Administration to rely on this opinion as if we had addressed this opinion to them in addition to you.

Very truly yours,

EXHIBIT E
to Loan Agreement

Borrower Name: _____
Address: _____

Attention: _____

Project Name: _____

DESCRIPTION OF DEDICATED REVENUES*

* The identification of the dedicated source or sources of revenues above is intended to specify a source or sources of revenues available in sufficient amount to provide for the payment of the costs of operating and maintaining the Project as well as the payment of the costs of debt service of any borrowing incurred to finance the Project. The specification of a dedicated source or sources of revenues above is not intended to constitute an undertaking by the Borrower to pledge, segregate or otherwise set aside any specific funds of the Borrower with the expectation that such funds would be used to pay the debt service on the Loan.

\$(MAX. AMT.)

R-1

REGISTERED

UNITED STATES OF AMERICA
STATE OF MARYLAND

[NAME OF BORROWER]
WATER QUALITY BOND, SERIES 2019
Dated _____, 2019

PAYMENTS OF PRINCIPAL AND INTEREST ON THIS BOND ARE MADE
BY CHECK, DRAFT OR ELECTRONIC FUNDS TRANSFER TO THE
REGISTERED OWNER AND IT CANNOT BE DETERMINED FROM THE
FACE OF THIS BOND WHETHER ALL OR ANY PART OF THE PRINCIPAL
OF OR INTEREST ON THIS BOND HAS BEEN PAID.

REGISTERED OWNER: Maryland Water Quality Financing
Administration

_____, a [body politic and corporate] [municipal corporation] [other appropriate description] of the State of Maryland (the "Borrower"), hereby acknowledges itself obligated to pay to the Registered Owner shown above, the principal amount of \$_____ (the "Maximum Principal Amount") or so much thereof as shall have been advanced from time to time under the terms of the Loan Agreement dated as of _____, 2019 (the "Loan Agreement") by and between the Borrower and the Maryland Water Quality Financing Administration (the "Administration"), plus interest on the unpaid principal advanced under the terms of the Loan Agreement at the rate of _____ per centum (___%) per annum.

The principal advanced under the Loan Agreement shall be paid in installments on the dates and in the amounts as set forth in the following schedule, as such schedule may be amended in accordance with the terms hereof:

<u>Due</u> <u>[February 1]</u>	<u>Principal</u> <u>Amount</u>	<u>Due</u> <u>[February 1]</u>	<u>Principal</u> <u>Amount</u>
2020		2030	
2021		2031	
2022		2032	
2023		2033	
2024		2034	
2025		2035	
2026		2036	
2027		2037	
2028		2038	
2029		2039	

If the Administration determines at any time to reduce the maximum amount of the Loan Commitment (as defined in the Loan Agreement) in accordance with Section 3.08 of the Loan Agreement, the Maximum Principal Amount shall be reduced accordingly and the Maximum Principal Amount as so reduced shall be amortized in accordance with Section 3.08 of the Loan Agreement. The Administration shall deliver, and the Borrower shall acknowledge in writing, a certificate setting forth such reamortized payment schedule, which shall be attached hereto and shall replace and supersede for all purposes the foregoing payment schedule. Any such reduction shall not affect the obligation of the Borrower to pay the principal of and interest on this bond as and when the same shall become due.

Notwithstanding the foregoing, all outstanding unpaid principal amounts advanced under the Loan Agreement, if not previously due hereunder, shall be due on that date which is the lesser of the useful life of the Project as determined by the Administration in its sole and absolute discretion or [20] years after the date of completion of the Project (as defined in the Loan Agreement), as certified by the Borrower to the Administration pursuant to Section 2.02(d) of the Loan Agreement.

Interest due on the unpaid principal amounts advanced under the Loan Agreement shall accrue on the basis of a 30-day month, 360-day year from the date of the respective advances of such principal amount, and shall be paid on _____, 20__, and semiannually thereafter on the 1st day of _____ and _____ in each year until the principal amount hereof has been paid.

This bond is subject to (i) a late charge for any payment of principal or interest that is received later than the tenth day following its due date and (ii) interest on overdue installments of principal and (to the extent permitted by law) interest at a rate equal to the Default Rate (as defined in the Loan Agreement) in accordance with Section 3.04(b) of the Loan Agreement. Interest at the Default Rate shall accrue on the basis of a 30-day month, 360-day year.

This bond is subject to prepayment only in accordance with Section 3.10 of the Loan Agreement.

Both the principal of and interest on this bond will be paid to the registered owner in lawful money of the United States of America, at the time of payment, and will be paid by electronic funds transfer, or by check or draft mailed (by depositing such check or draft, correctly addressed and postage prepaid, in the United States mail before the payment date) to the registered owner at such address as the registered owner may designate from time to time by a notice in writing delivered to the [INSERT BORROWER'S AUTHORIZED OFFICER].

This bond is issued pursuant to and in full conformity with the provisions of [INSERT BORROWER'S LOCAL ACT(S)] and the Maryland Water Quality Financing Administration Act (codified as Sections 9-1601 to 9-1622, inclusive, of the Environment Article of the Annotated Code of Maryland, as amended), and by virtue of due proceedings had and taken by the Borrower, particularly [AN ORDINANCE AND OR A RESOLUTION] (numbered ____) [INSERT BORROWER'S AUTHORIZING ORDINANCE OR RESOLUTION] (collectively, the "Resolution") adopted by Borrower.

This bond, together with the Loan Agreement, evidences the Loan (as defined in the Loan Agreement) to the Borrower from the Maryland Water Quality Financing Administration. In accordance with the Loan Agreement, the principal amount of the Loan, being the amount denominated as principal under this bond, is subject to reduction or adjustment by the Administration in accordance with the Loan Agreement.

The full faith and credit and unlimited taxing power of the Borrower are hereby irrevocably pledged to the prompt payment of the principal of and interest on this bond according to its terms, and the Borrower does hereby covenant and agree to pay the principal of and interest on this bond at the dates and in the manner prescribed herein.

This bond is transferable only after the first principal payment date as set forth above or the date upon which the Maximum Principal Amount has been borrowed, whichever is earlier, upon the books of the Borrower at the office of the [INSERT BORROWER'S AUTHORIZED OFFICERS] by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof, together with a written instrument of transfer satisfactory to the [INSERT BORROWER'S AUTHORIZED OFFICER], duly executed by the registered owner or his duly authorized attorney. The Borrower shall, within a reasonable time, issue in the name of the transferee a new registered bond or bonds, in such denominations as the Borrower shall by resolution approve, in an aggregate principal amount equal to the unpaid principal amount of the bond or bonds surrendered and with the same maturities and interest rate. If more than one bond is issued upon any such transfer, the installment of principal and interest to be paid on each such bond on each payment date shall be equal to the product of the following formula: the total installment due on each payment date multiplied by a fraction, the numerator of which shall be the principal amount of such bond and the denominator of which shall be the aggregate principal amount of bonds then outstanding and unpaid. The new bond or bonds shall be delivered to the transferee only after payment of any taxes on and any shipping or insurance expenses relating to such transfer. The Borrower may deem and treat the party in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Maryland and the Resolution to exist, to have happened or to have been performed precedent to or in the issuance of this bond, exist, have happened and have been performed, and that the issuance of this bond, together with all other indebtedness of the Borrower, is within every debt and other limit prescribed by said Constitution or statutes.

IN WITNESS WHEREOF, this bond has been executed by the manual signature of the [INSERT AUTHORIZED OFFICERS] and the seal of the Borrower has been affixed hereto, attested by the manual signature of the [INSERT AUTHORIZED OFFICER], all as of the __ day of ____, 2019.

(SEAL)

ATTEST:

[NAME OF BORROWER]

[AUTHORIZED OFFICER]

By: _____
[AUTHORIZED OFFICER]

City Council Agenda Item Report

Meeting Date: August 12, 2019

Submitted by: David Moran

Submitting Department: Administration

Item Type: LEGISLATION

Agenda Section:

Subject:

AN ORDINANCE TO AMEND ARTICLE I “IN GENERAL”, SECTION 13 “EARLY VOTING” OF CHAPTER 8, “ELECTIONS” OF THE GREENBELT CITY CODE

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

Suggested Action:

Reference: Ordinance

At its September 17, 2018, Work Session, Council and the Greenbelt Board of Elections recommended revisions of Chapter 8, “Elections” of the City Code to include extending the Early Voting timeframe from two weeks to three weeks with the Municipal Building as an additional polling location on three weekends.

On December 10, 2018, Council adopted Ordinance 1366, which amended Article I “In General” and Article II “Campaign Contributions and Expenditures” of Chapter 8, “Elections” of the Greenbelt City Code. This new law modified Section 8-13 Early Voting requirements implementing simultaneous Early Voting at more than one location.

On July 25, 2019, the Board of Elections met in preparation of the upcoming 2019 Council Election and identified a technical problem with the new Early Voting process. Currently, the City uses voter registration books from the Prince George’s County Board of Elections which will not accommodate multiple locations simultaneously. The Board agreed that they can’t guarantee the accuracy and integrity of Greenbelt’s election, if early voting with the use of voter registration books, as opposed to electronic voter registration books.

The Board recommends amending Section 8-13 Early Voting, by maintaining the first weekend at the Municipal Building as a polling location and removing the Municipal Building as a polling location on the second and third weekends of Early Voting. This will increase the Early Voting timeframe in the upcoming election with an additional week and weekend which is within the original recommendation from Council to extend Early Voting.

The City desires to modify the early voting provisions to resolve this issue prior to the candidates first day for obtaining and filing nomination papers on August 19, 2019.

It is recommended that Council introduce the ordinance, suspend the rules, and adopt the ordinance at this meeting. Per Council’s Standing Rules, six (6) votes in the affirmative are needed in order to suspend the rules.

Attachments:

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

ORDINANCE NUMBER 13XX

AN ORDINANCE TO AMEND ARTICLE I “IN GENERAL”, SECTION 13 “EARLY VOTING” OF CHAPTER 8, “ELECTIONS” OF THE GREENBELT CITY CODE

WHEREAS, the City Council adopted Ordinance 1366 based on recommendations from the Greenbelt Board of Elections; and

WHEREAS, the Board of Elections and City staff have identified a technical problem with implementing simultaneous Early Voting at more than one location; and

WHEREAS, the City desires to modify the early voting provisions to resolve this issue NOW, THEREFORE,

BE IT ORDAINED by the Council of the City of Greenbelt, Maryland, that Chapter 8, “Elections,” be amended to read as follows:

Chapter 8

ARTICLE I.

IN GENERAL

* * * * *

Sec. 8-13. Early voting.

(a) Residents of the City who are qualified voters registered with the Prince George’s County Board of Elections have the right to vote by early voting in municipal elections, as provided in this section.

(b) For purposes of this Code, an “early voting ballot” is a ballot not used for absentee voting or in a polling place on election day, and “election day” is the day of a municipal election.

(c) Early voting is authorized during the period from the fourth Saturday to the first Friday prior to an election, as follows:

(1) During the period, from 9:00 a.m. to 5:00 p.m. on all Mondays, Wednesdays, Thursdays, and Fridays, and from 9:00 a.m. to 8:00 p.m. on all Tuesdays, in the Municipal Building;

(2) From 9:00 a.m. to 1:00 p.m. on ~~all the first~~ Saturdays and from 11:00 a.m. to 2:00 p.m. on ~~all the first~~ Sundays during the period, at the Municipal Building;

(3) From 9:00 a.m. to 1:00 p.m. on the second Saturday and from 11:00 a.m. to 2:00 p.m. on the second Sunday prior to the election, also in Greenbelt West; and

(4) From 9:00 a.m. to 1:00 p.m. on the third Saturday and from 11:00 a.m. to 2:00 p.m. on the third Sunday prior to the election, also in Greenbelt East.

(d) Early voting ballots shall be cast and counted as follows:

(1) The voter must obtain and complete an early voting ballot on the designated premises; seal it in a blank envelope; place and seal the blank envelope in an early voting envelope, signed by the voter, with the name as registered printed on it; and then place the envelope in a designated ballot box.

(2) Ballots in early voting envelopes that contain more than one blank, sealed envelope shall be kept by the City Clerk but may not be counted.

(3) If a ballot is submitted in a properly signed and sealed early voting envelope but not contained within a blank, sealed envelope, then the Board shall decide by majority vote whether the ballot may be counted and whether the voter's privacy has been violated. If such a ballot is to be counted, it shall be placed in a blank, sealed envelope and then included with all other envelopes containing early voting ballots. The City Clerk shall notify by mail every voter whose privacy the Board determines has or might have been violated.

(4) The City Clerk shall deliver the early voting sealed, blank envelopes to the Clerks appointed by the Board for the counting of early voting ballots. The City Clerk shall advise them of the number of ballots cast and shall keep the same record of early voting ballots as is kept by the Clerks of election at their polling places.

(5) Upon receipt of the early voting sealed, blank envelopes, the Early Voting Clerks shall open them and determine whether any contain more than one ballot. A ballot in an envelope containing more than one ballot may not be counted.

(6) If the City Clerk or an Early Voting Clerk challenges a ballot for noncompliance with the Code, then the Board shall decide whether it may be counted. All such Board decisions, by majority vote, shall be final.

* * * * *

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

Emmett V. Jordan, Mayor

ATTEST:

Bonita Anderson, City Clerk

Key:

Underscoring indicates language added to existing law.

~~Overstriking~~ indicates language deleted from existing law.

Asterisks *** indicate intervening existing Code provisions that remain unchanged.

City Council Agenda Item Report

Meeting Date: August 12, 2019

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Resolution

Agenda Section:

Subject:

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 Exceed Ten Thousand Dollars (\$10,000)

- 2nd Reading, Adoption

Suggested Action:

Reference:

Resolution

Negotiated Purchase List - FY20

Negotiated Purchase List - FY20 Sort by Justification

Negotiated Purchase List - FY20 Sort by \$

Each year, the City does business with a number of vendors from whom the City's individual purchases are below the bid limit of \$10,000 but total purchases over the fiscal year reach or exceed that amount.

Obtaining bid proposals for these goods and services is not warranted. Some of these vendors are the sole source or best source of purchase. In other instances, the City's purchases are based on bids taken by other government agencies (e.g., the State or County) or through the Council of Governments cooperative purchase program, with the bid price extended to Greenbelt.

Ms. Davis introduced this resolution for first reading at the last meeting. It is recommended this resolution be introduced for second reading and moved for adoption tonight.

Attachments:

[Resolution.pdf](#)

[Negotiated Purchase List-FY20.pdf](#)

[Negotiated Purchase List-FY20 Sort by Justification.pdf](#)

[Negotiated Purchase List-FY20 Sort by \\$.pdf](#)

Introduced: Ms. Davis
1st Reading: July 8, 2019
2nd Reading:
Passed:
Posted:
Effective:

RESOLUTION NUMBER 20XX

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 EXCEED TEN THOUSAND DOLLARS (\$10,000)

WHEREAS, Section 40, "Purchases," of the Greenbelt City Charter, as amended, authorizes the City Council to waive bidding procedures and to authorize by resolution a negotiated purchase or contract whenever it is in the best interests of the City; and

WHEREAS, the purchases of certain goods and services from certain vendors during Fiscal Year 2020 individually may cost less than \$10,000 but will in the aggregate exceed \$10,000 for the year; and

WHEREAS, payment for the various vendors will be based on the best current negotiated or contract price available; and

WHEREAS, monies for these goods and services have already been approved by the City Council in the Fiscal Year 2020 budget; and

WHEREAS, the City Council has determined it to be in the best interests of the City to purchase the goods and services listed for the enumerated reasons on a negotiated basis. NOW, THEREFORE,

BE IT RESOLVED by the Council of the City of Greenbelt, Maryland, that the City Manager be and hereby is authorized to purchase the following goods and services listed.

- See Attachment -

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of August 12, 2019.

Emmett V. Jordan, Mayor

ATTEST:

Bonita Anderson, City Clerk

City of Greenbelt, Maryland
Recommended Vendors for Negotiated Purchase - FY 2020

Vendor-Number	Commodity	Requesting Department	FY2019	FY2018	FY2017	FY2016	FY2015	Justification for not Bidding
1 Alexander & Cleaver PA - 905	Legal Services	Admin	164,542	28,100	New FY18	-	-	Selected by competitive process
2 Friends of Old Greenbelt Theatre - 6742	Theatre management	Admin	59,217	63,128	37,228	42,107	33,333	Selected by competitive process
3 Granicus Inc - 4960	Video Streaming/Open Platform	Admin	25,518	36,606	9,489	9,489	9,238	Specialized Service
4 Greenbelt Homes Inc - 363	Museum Co-op fees & Playground Maint	Admin	15,942	13,129	18,005	6,770	6,170	Sole Provider
5 Jackson Lewis - 6275 & 6613	Legal Services: CBA	Admin	310	47,747	20,507	0	23,424	Specialized Service
6 Maryland Municipal League-563	Membership	Admin	27,421	24,167	24,736	26,127	25,521	Govt Association
7 Metropolitan Washington Council of Governments - 601	Association fees	Admin	19,100	18,522	17,968	17,685	17,494	COG Contract
8 Miles & Stockbridge - 3801	Legal services: TIF	Admin	25,220	33,668	9,846	0	13,877	Specialized Service
9 Aetna Middletown - 4257	Employee life insurance	All	39,296	34,749	36,821	39,105	43,921	Competitive Pricing & Value
10 Amazon.com - 7039	Misc products	All	31,312	New FY19	-	-	-	Competitive Pricing & Value
11 AT&T Mobility - 220218	Cellular phone service	All	36,575	39,399	44,049	41,979	42,690	State Contract
12 Capitol Office Solutions -147	Copier Service & supplies	All	16,515	17,612	27,248	38,447	32,511	Competitive Pricing & Value
13 Carefirst Bluecross Blueshield - 512803	Employee Health Insurance	All	1,973,703	1,870,005	1,620,784	1,737,313	1,599,582	Competitive Pricing & Value
14 Key Risk Ins (replaced Chesapeake Employers Ins FY19) - 210190	Workers compensation insurance	All	567,882	692,182	632,756	615,769	653,120	Long-term relationship
15 Delta Dental - 6092	Employee Dental Insurance	All	124,351	120,425	110,734	121,095	114,823	Competitive Pricing & Value
16 Express Scripts - 512808	Employee prescription drugs	All	315,635	304,580	273,546	301,523	301,186	Competitive Pricing & Value
17 International City/County Management Association (ICMA) - 419 + 512802	Deferred compensation program	All	619,798	537,937	756,697	783,318	712,630	Long-term relationship
18 James River Solutions - 6703	Unleaded Fuel	All	163,746	135,569	113,561	137,438	100,607	COG Bid
19 Local Government Insurance Trust- 1125 & 528	Liability & property insurance	All	153,823	158,696	157,522	149,667	134,670	Competitive Pricing & Value
20 Maryland State Retirement System 512806, 512807, 527301, & 527302	Retirement and pension plans	All	1,785,878	1,682,060	1,590,937	1,598,295	1,592,020	State Agency
21 Staples - 486, 5718 & 5925	Office & Green Cleaning Supplies	All	24,149	19,944	16,508	23,865	5,793	NJPA Contract
22 Trippe Sports & Promotions LLC - 4466	Uniforms	All	11,885	10,050	7,845	9,879	13,245	Competitive Pricing & Value
23 U.S. Postal Service - 2213	Postage & Delivery	All	4,000	6,000	2,000	19,619	9,742	Local Vendor, Competitive Pricing
24 Verizon - 523801	Local phone service	All	48,916	33,677	23,290	12,482	25,429	Sole Provider
25 Verizon Wireless 1966	Police laptops & Cell Phones	All	43,152	41,239	41,764	43,901	45,151	State Contract
26 Xerox - 292 (replacing COS)	Copier Service & supplies	All	20,028	16,653	6,722	-	-	Competitive Pricing & Value
27 Wash. Suburban Sanitary Comm - 523903	Water and sewer suppliers	All	80,082	78,307	75,271	79,387	75,153	Sole Provider
28 Petsmart - 3339	Animal Food & Supplies	Animal Control	8,702	9,398	7,933	10,178	9,993	Local Vendor, Competitive Pricing
29 Spay Now - 6734	Veterinarian services	Animal Control	15,161	15,823	9,910	12,900	5,133	Competitive Pricing & Value
30 Epstein, Norman-1374	Psychological services	CARES	9,900	10,890	10,450	11,000	12,100	Long-term relationship
31 Bolton Partners Inc - 4789	Post Retirement Medical	Fin & Admin	9,500	0	9,500	0	0	Actuarial Study every two years
32 Cohn Reznick - replaced McGladrey 2015	Auditing services	Fin & Admin	36,500	35,500	34,500	32,500	30,000	Selected by competitive process
33 Columbia Bank - 523403	Banking services	Fin & Admin	38,862	38,445	33,986	31,347	29,444	Selected by competitive process
34 Greenbelt News Review - 368	Legal & help wanted ads	Fin & Admin	24,181	25,363	19,068	22,235	23,555	Local Vendor, Competitive Pricing
35 Municap - 3493	TIF Administrator	Fin & Admin	8,206	New FY19	-	-	-	Specialized Service
36 Occupational Medical Services - 3774	Employee Physicals	Fin & Admin	11,579	7,223	8,595	10,410	9,349	Competitive Pricing & Value
37 Executime (replaces TimeClocks Plus)	Automated Timesheet Reporting	Finance	0	New FY19	-	-	-	Business Partner with Superior
38 Paymentus	Online Payment Vendor	Finance	0	New FY19	-	-	-	Business Partner with Superior
39 Superior - Pentamation (was Sungard) - 1721	Financial system software maint	Finance	71,663	50,196	48,667	52,560	49,554	Sole Provider
40 Washington Post - 7055	Employment Advertising	HR	10,030	New FY19	-	-	-	Competitive Pricing & Value

City of Greenbelt, Maryland
Recommended Vendors for Negotiated Purchase - FY 2020

Vendor-Number	Commodity	Requesting Department	FY2019	FY2018	FY2017	FY2016	FY2015	Justification for not Bidding
41	CDW-G Computer Center Inc-153	Computers	IT	27,834	11,153	8,622	8,756	9,145 Competitive Pricing & Value
42	Delta Telephone & Cabling - 5016	Phone Maint & Licenses	IT	7,123	9,612	8,300	1,288	9,925 Local Vendor, Competitive Pricing
43	GHA Technologies - 4077	Computers & Computer Equip	IT	17,177	1,962	10,239	19,290	27,197 Competitive Pricing & Value
44	J&M Security Solutions - 1007	Security Cameras	IT	100,859	53,500	New FY18	-	- Selected by competitive process
45	MCCI - 2709	Laserfische Project Mgmt	IT	36,355	New FY19	-	-	- Competitive Pricing & Value
46	Microsoft - 6170	Email Service	IT	10,289	9,812	9,830	9,801	9,609 Competitive Pricing & Value
47	Vermont systems - 956	Rec Trac Upgrade, Training, Maint	IT	13,968	16,562	6,353	8,394	8,215 Specialized Service
48	Zones - 34	Computer Equipment	IT	810	43,820	24,979	6,577	- Last competitive quote June 2016
49	Perconti Data Systems - 5396	Utopia System Upgrade & Maint	IT/Planning	14,495	13,495	5,995	5,995	- Sole Provider
50	Charles P. Johnson & Assoc - 4802	Greenbelt Lake dam inspection & remediation	Planning	66,520	35,417	0	0	13,423 Specialized Service
51	Bradley Site Design - 1918	Design for Gateway and Buddy Attick Park signage	Planning	1,000	8,004	20,904	23,096	- Long-term relationship
52	Greenman Pedersen - 379	Engineering consultant	Planning	101,298	118,035	115,398	100,410	150,991 Long-term relationship
53	NAA, Inc.	Remediation of CC Windows	Planning	New FY20	-	-	-	- Selected by competitive process
54	Acme Auto Leasing LLC - 3190	Police Undercover Leased Vehicle	Police	78,993	61,875	88,750	45,000	81,827 Competitive Pricing & Value
55	American Traffic Solutions (ATS) - 3203	Redlight citation processing	Police	217,918	180,149	215,786	224,126	192,556 Howard County Contract
56	AXON - 620	Body Cameras	Police	64,624	66,499	New FY18	-	- Specialized Service
57	Complus Data Innovations - 4299	Parking ticket collection services	Police	14,133	14,434	21,569	28,662	16,015 Competitive Pricing & Value
58	D & D Tire - 3204	Auto & Truck Tires	Police	33,171	28,751	26,292	21,541	1,607 State Contract
59	Emerg Serv Consult Intl - 2933 (was Fields Consulting Group - 5873)	Promotional Assessment Center	Police	18,000	0	20,500	0	0 Competitive Pricing & Value
60	Galls Inc - 329	Uniforms and police equipment	Police	16,083	8,274	9,143	16,519	19,571 Sole Provider
61	Gun Shop, The 899	Firearms training, ammunition	Police	17,592	7,603	10,973	15,964	16,531 State Contract
62	Howard County - 2572	Redlight Camera	Police	10,718	10,254	10,302	9,068	9,667 Specialized Service
63	Municipal Emerg Sv Dep - 145 (was Lawmen Supply - 6505)	Simmunition Training, body armor, uniforms	Police	26,255	25,903	19,665	16,067	- Specialized Service
64	Major Police Supply - 4188	Emergency equipment & installatioin on police vehicles	Police	141,446	31,409	78,250	68,202	40,869 State Contract
65	Motorola - 6109	Radios & related service	Police	27,740	29,934	17,161	15,967	15,967 State Contract
66	Quill - 3937	Office Supplies	Police	13,355	11,179	11,635	4,779	3,981 Competitive Pricing & Value
67	Rekor Recognition Systems - 3487 (was Brekford International - 4533)	Speed Cameras; Purchase and installation of Police Laptops	Police	239,500	260,400	245,000	272,480	281,872 Specialized Service
68	Silver Hill Cleaners - 149	Uniform cleaning	Police	9,042	12,062	14,598	19,912	19,536 Competitive Pricing & Value
69	Smith & Wesson	Handgun purchase	Police	0	0	0	new FY17	- Competitive Pricing & Value
70	Steven Keller - 2397	Background Checks	Police	23,326	13,046	5,083	-	- Long-term relationship
71	Tyler Tech (was New World Systems) 5332	Computer System	Police	51,006	104,350	100,196	98,304	99,419 Selected by competitive process

City of Greenbelt, Maryland
Recommended Vendors for Negotiated Purchase - FY 2020

Vendor-Number	Commodity	Requesting Department	FY2019	FY2018	FY2017	FY2016	FY2015	Justification for not Bidding
72	Suburban Signs Inc - 856	City Vehicle decals & Installation	PD, PW, PCD	19,872	7,035	8,902	9,175	8,776 Competitive Pricing & Value
73	Assa Abloy Entrance Systems US Inc-840	Door repairs	Public Works	9,860	5,807	-	-	- Local Vendor, Competitive Pricing
74	BFPE International - 1466	Fire Alarm	Public Works	8,302	New FY19	-	-	- Local Vendor, Competitive Pricing
75	Boland Services - 118	HVAC Services	Public Works	5,437	2,046	37,546	1,772	2,086 Local Vendor, Competitive Pricing
76	Bortek Industries - 979	Auto/Sweeper Parts	Public Works	13,899	New FY19	-	-	- Competitive Pricing & Value
77	Budget Painting - 734	Painting	Public Works	9,800	0	4,000	5,100	0 Competitive Pricing & Value
78	Chesapeake Ford Truck - 995	Auto Parts	Public Works	13,721	2,102	New FY18	-	- Competitive Pricing & Value
79	Climate Engineers-2210	HVAC service at AFC	Public Works	74,050	49,226	63,202	49,266	47,087 Local Vendor, Competitive Pricing
80	C N Robinson Lighting - 6118	LED Lighting	Public Works	8,143	6,212	108,748	78,955	34,362 Local Vendor, Competitive Pricing
81	Crovato Products & Svcs - 4009	Auto maintenance	Public Works	9,763	18,171	24,248	22,280	24,962 Local Vendor, Competitive Pricing
82	Crowley Construction - 1221	Roof repairs	Public Works	15,717	30,690	9,438	67,006	61,396 Local Vendor, Competitive Pricing
83	Cunningham Assoc-6786 (was West Rec-378	Playground Wood Fiber/Mulch	Public Works	24,105	21,906	39,629	15,145	14,537 Local Vendor, Competitive Pricing
84	Dalmex - 6171	Janitorial Services	Public Works	35,039	31,970	28,720	33,320	36,492 Selected by competitive process
85	Dude Solutions Inc - 298	Facility Dude	Public Works	30,775	2,639	2,771	-	- Competitive Pricing & Value
86	Densel Company - 630	Boiler Replacement	Public Works	56,361	233,610	New FY18	-	- Selected by competitive process
87	Eastern Salt Co - 2772	Road Salt	Public Works	14,400	New FY19	-	-	- Competitive Pricing & Value
88	Ennis-Flint - 980	Traffic signs/Crosswalks	Public Works	11,862	2,307	-	-	- Competitive Pricing & Value
89	Ferguson Enterprises- 299	Plumbing services	Public Works	10,985	6,025	5,273	14,679	10,596 Local Vendor, Competitive Pricing
90	Fidelity Power Systems - 300	Generator Inspection & Maint.	Public Works	4,942	4,225	6,044	25,591	5,700 Long-term relationship
91	Gametime - 1043	Playground Equipment	Public Works	54,533	163,198	1,549	106,635	94,453 Local Vendor, Competitive Pricing
92	General Glass - 4746	Windows	Public Works	2,465	1,779	4,700	19,199	4,730 Selected by competitive process
93	GHE Electric Services Inc - 6290	Electrical Supplies & Repairs	Public Works	12,075	425	8,622	16,060	26,267 Local Vendor, Competitive Pricing
94	Grainger - 350	Filters, lights, tools, misc supplies	Public Works	7,618	3,711	5,100	5,147	6,454 Local Vendor, Competitive Pricing
95	Greenbelt Auto & Truck Repair - 1091	Auto body repair	Public Works	17,725	28,610	36,543	51,261	30,107 Local Vendor, Competitive Pricing
96	Greenbriar Community Assoc - 376	Landscape Maintenance	Public Works	11,599	7,555	6,288	12,077	8,433 Long-term relationship
97	Home Depot - 1183 + 6211	Miscellaneous supplies	Public Works	18,007	17,880	18,108	10,079	16,707 Local Vendor, Competitive Pricing
98	Hi-Line - 2317	Auto Shop Supplies for PD	Public Works	11,943	9,201	6,931	6,687	4,962 Local Vendor, Competitive Pricing
99	Innovative Pyrotechnic Concepts - 6595	Fireworks	Public Works	13,825	13,250	12,800	12,400	12,000 Specialized Service
100	Intercon Truck Equipment - 6331	Truck Equipment	Public Works	13,524	11,167	-	-	- Competitive Pricing & Value
101	Kimball Midwest - 482	Auto Shop Supplies	Public Works	8,783	4,949	9,459	5,448	3,572 Local Vendor, Competitive Pricing
102	Kohler Equipment - 4683	Tools & Parts	Public Works	9,878	8,771	6,086	3,670	4,488 Local Vendor, Competitive Pricing
103	Leonard Paper Company - 2276	Paper towels & toilet tissue	Public Works	5,588	7,309	7,926	15,283	28,395 Competitive Pricing & Value
104	Mansfield Oil Co - 550	Diesel Fuel	Public Works	47,532	43,854	37,254	39,181	59,940 COG Contract
105	Manuel Tree Service - 6282	Tree pruning/removal	Public Works	4,900	16,100	30,750	2,200	5,850 Competitive Pricing & Value
106	Maryland Environmental Services - 559	Leaf grinding	Public Works	57,200	12,871	18,367	14,132	11,485 Local Vendor, Competitive Pricing
107	NZI Construction Corp - 670	Concrete & street work	Public Works	10,363	159,362	35,951	290,045	341,229 Selected by competitive process
108	Overhead Door - 681	Bay Door Repairs	Public Works	2,085	1,324	7,828	9,253	1,895 Specialized Service
109	P2 Maintenance Services - 3423	Landscape Maintenance	Public Works	5,521	New FY19	-	-	- Competitive Pricing & Value
110	Parts Authority - 5896	Auto Parts, Supplies & Tools	Public Works	46,838	42,686	62,772	55,636	79,622 Local Vendor, Competitive Pricing
111	Raymar Plumbing Services-767	Plumbing services	Public Works	27,506	31,002	15,244	38,931	26,594 Local Vendor, Competitive Pricing
112	Red Hawk Fire & Security - 6140	Fire Alarm Testion/Inspection	Public Works	15,412	16,940	13,673	25,717	15,297 Local Vendor, Competitive Pricing

City of Greenbelt, Maryland
Recommended Vendors for Negotiated Purchase - FY 2020

Vendor-Number	Commodity	Requesting Department	FY2019	FY2018	FY2017	FY2016	FY2015	Justification for not Bidding
113 Schindler Elevator - 799	Elevator service and repair	Public Works	15,975	12,490	13,001	13,319	12,928	Competitive Pricing & Value
114 Shapiro & Duncan Mechanical Contractors -5526	Pool Pac Service, HVAC-CC	Public Works	26,655	50,868	289,381	-	-	Competitive Pricing & Value
115 Siteone Landscape Supply - 415	Trees, Landscape Supplies	Public Works	11,442	3,174	2,176	-	-	Local Vendor, Competitive Pricing
116 Tilley Chemical Company - 1049	Oil and Lubricants	Public Works	4,810	New FY19	-	-	-	Selected by competitive process
117 VMP Construction - 951	Asphalt Work	Public Works	786,548	180,090	-	-	-	Selected by competitive process
118 Prince George's County- 693, 694 & 739	Landfill disposal services & I-Net	PW & IT	134,310	112,270	105,865	155,104	99,335	Specialized Service
119 Roberts Oxygen - 784	Propane & Pool Chemicals	PW & Rec	10,743	8,805	9,456	9,582	8,133	Competitive Pricing & Value
120 Amato Industries - 3679	Chlorine & Other Pool Chemicals	Recreation	9,445	8,407	11,123	10,858	11,105	MNCPPC Contract
121 Bonkosky, Laura - 3010	Yoga Instructor	Recreation	14,431	8,720	9,190	9,613	10,015	Local Vendor, Competitive Pricing
122 Doloff Printing - 259	Newsletters & Seasonal Brochures	Recreation	10,783	10,655	21,774	4,632	2,590	Competitive Pricing & Value
123 Mendoza, Ribas, Farinas, & Assoc - 5225	Consulting Engineers	Recreation	6,700	16,023	11,273	1,875	52,073	Long-term relationship
124 O'Brien Bus Service Inc - 672	Bus service for camps- shorter trips	Recreation	14,350	14,425	15,850	17,050	16,875	Competitive Pricing & Value
125 Weyers Floor Service 976	Wood floor re-surfacing & refinishing	Recreation	12,411	16,757	12,530	7,870	8,763	Competitive Pricing & Value

City of Greenbelt, Maryland
Recommended Vendors for Negotiated Purchase - FY 2020 - Sort by Justification

	Vendor-Number	Commodity	Requesting Department	FY2019	FY2018	FY2017	FY2016	FY2015	Justification for not Bidding
1	Bolton Partners Inc - 4789	Post Retirement Medical	Fin & Admin	9,500	0	9,500	0	0	Actuarial Study every two years
2	Executime (replaces TimeClocks Plus)	Automated Timesheet Reporting	Finance	0	New FY19	-	-	-	Business Partner with Superion
3	Paymentus	Online Payment Vendor	Finance	0	New FY19	-	-	-	Business Partner with Superion
4	James River Solutions - 6703	Unleaded Fuel	All	163,746	135,569	113,561	137,438	100,607	COG Bid
5	Mansfield Oil Co - 550	Diesel Fuel	Public Works	47,532	43,854	37,254	39,181	59,940	COG Contract
6	Metropolitan Washington Council of Governments - 601	Association fees	Admin	19,100	18,522	17,968	17,685	17,494	COG Contract
7	Acme Auto Leasing LLC - 3190	Police Undercover Leased Vehicle	Police	78,993	61,875	88,750	45,000	81,827	Competitive Pricing & Value
8	Aetna Middletown - 4257	Employee life insurance	All	39,296	34,749	36,821	39,105	43,921	Competitive Pricing & Value
9	Amazon.com - 7039	Misc products	All	31,312	New FY19	-	-	-	Competitive Pricing & Value
10	Bortek Industries - 979	Auto/Sweeper Parts	Public Works	13,899	New FY19	-	-	-	Competitive Pricing & Value
11	Budget Painting - 734	Painting	Public Works	9,800	0	4,000	5,100	0	Competitive Pricing & Value
12	Capitol Office Solutions -147	Copier Service & supplies	All	16,515	17,612	27,248	38,447	32,511	Competitive Pricing & Value
13	Carefirst Bluecross Blueshield - 512803	Employee Health Insurance	All	1,973,703	1,870,005	1,620,784	1,737,313	1,599,582	Competitive Pricing & Value
14	CDW-G Computer Center Inc-153	Computers	IT	27,834	11,153	8,622	8,756	9,145	Competitive Pricing & Value
15	Chesapeake Ford Truck - 995	Auto Parts	Public Works	13,721	2,102	New FY18	-	-	Competitive Pricing & Value
16	Complus Data Innovations - 4299	Parking ticket collection services	Police	14,133	14,434	21,569	28,662	16,015	Competitive Pricing & Value
17	Delta Dental - 6092	Employee Dental Insurance	All	124,351	120,425	110,734	121,095	114,823	Competitive Pricing & Value
18	Doloff Printing - 259	Newsletters & Seasonal Brochures	Recreation	10,783	10,655	21,774	4,632	2,590	Competitive Pricing & Value
19	Dude Solutions Inc - 298	Facility Dude	Public Works	30,775	2,639	2,771	-	-	Competitive Pricing & Value
20	Eastern Salt Co - 2772	Road Salt	Public Works	14,400	New FY19	-	-	-	Competitive Pricing & Value
21	Emerg Serv Consult Intl - 2933 Fields Consulting Group - 5873)	(was Promotional Assessment Center	Police	18,000	0	20,500	0	0	Competitive Pricing & Value
22	Ennis-Flint - 980	Traffic signs/Crosswalks	Public Works	11,862	2,307	-	-	-	Competitive Pricing & Value
23	Express Scripts - 512808	Employee prescription drugs	All	315,635	304,580	273,546	301,523	301,186	Competitive Pricing & Value
24	GHA Technologies - 4077	Computers & Computer Equip	IT	17,177	1,962	10,239	19,290	27,197	Competitive Pricing & Value
25	Intercon Truck Equipment - 6331	Truck Equipment	Public Works	13,524	11,167	-	-	-	Competitive Pricing & Value
26	Leonard Paper Company - 2276	Paper towels & toilet tissue	Public Works	5,588	7,309	7,926	15,283	28,395	Competitive Pricing & Value
27	528	Liability & property insurance	All	153,823	158,696	157,522	149,667	134,670	Competitive Pricing & Value
28	Manuel Tree Service - 6282	Tree pruning/removal	Public Works	4,900	16,100	30,750	2,200	5,850	Competitive Pricing & Value
29	MCCI - 2709	Laserfische Project Mgmt	IT	36,355	New FY19	-	-	-	Competitive Pricing & Value
30	Microsoft - 6170	Email Service	IT	10,289	9,812	9,830	9,801	9,609	Competitive Pricing & Value
31	O'Brien Bus Service Inc - 672	Bus service for camps- shorter trips	Recreation	14,350	14,425	15,850	17,050	16,875	Competitive Pricing & Value
32	Occupational Medical Services - 3774	Employee Physicals	Fin & Admin	11,579	7,223	8,595	10,410	9,349	Competitive Pricing & Value
33	P2 Maintenance Services - 3423	Landscape Maintenance	Public Works	5,521	New FY19	-	-	-	Competitive Pricing & Value
34	Quill - 3937	Office Supplies	Police	13,355	11,179	11,635	4,779	3,981	Competitive Pricing & Value
35	Roberts Oxygen - 784	Propane & Pool Chemicals	PW & Rec	10,743	8,805	9,456	9,582	8,133	Competitive Pricing & Value
36	Schindler Elevator - 799	Elevator service and repair	Public Works	15,975	12,490	13,001	13,319	12,928	Competitive Pricing & Value
37	Shapiro & Duncan Mechanical Contractors -5526	Pool Pac Service, HVAC-CC	Public Works	26,655	50,868	289,381	-	-	Competitive Pricing & Value
38	Silver Hill Cleaners - 149	Uniform cleaning	Police	9,042	12,062	14,598	19,912	19,536	Competitive Pricing & Value
39	Smith & Wesson	Handgun purchase	Police	0	0	0	new FY17	-	Competitive Pricing & Value

City of Greenbelt, Maryland
Recommended Vendors for Negotiated Purchase - FY 2020 - Sort by Justification

Vendor-Number	Commodity	Requesting Department	FY2019	FY2018	FY2017	FY2016	FY2015	Justification for not Bidding
40	Spay Now - 6734	Veterinarian services	Animal Control	15,161	15,823	9,910	12,900	5,133 Competitive Pricing & Value
41	Suburban Signs Inc - 856	City Vehicle decals & Installation	PD, PW, PCD	19,872	7,035	8,902	9,175	8,776 Competitive Pricing & Value
42	Trippe Sports & Promotions LLC - 4466	Uniforms	All	11,885	10,050	7,845	9,879	13,245 Competitive Pricing & Value
43	Washington Post - 7055	Employment Advertising	HR	10,030	New FY19	-	-	- Competitive Pricing & Value
44	Weyers Floor Service 976	Wood floor re-surfacing & refinishing	Recreation	12,411	16,757	12,530	7,870	8,763 Competitive Pricing & Value
45	Xerox - 292 (replacing COS)	Copier Service & supplies	All	20,028	16,653	6,722	-	- Competitive Pricing & Value
46	Maryland Municipal League-563	Membership	Admin	27,421	24,167	24,736	26,127	25,521 Govt Association
47	American Traffic Solutions (ATS) - 3203	Redlight citation processing	Police	217,918	180,149	215,786	224,126	192,556 Howard County Contract
48	Zones - 34	Computer Equipment	IT	810	43,820	24,979	6,577	- Last competitive quote June 2016
49	Assa Abloy Entrance Systems US Inc-840	Door repairs	Public Works	9,860	5,807	-	-	- Local Vendor, Competitive Pricing
50	BFPE International - 1466	Fire Alarm	Public Works	8,302	New FY19	-	-	- Local Vendor, Competitive Pricing
51	Bonkosky, Laura - 3010	Yoga Instructor	Recreation	14,431	8,720	9,190	9,613	10,015 Local Vendor, Competitive Pricing
52	Gametime - 1043	Playground Equipment	Public Works	54,533	163,198	1,549	106,635	94,453 Local Vendor, Competitive Pricing
53	Boland Services - 118	HVAC Services	Public Works	5,437	2,046	37,546	1,772	2,086 Local Vendor, Competitive Pricing
54	C N Robinson Lighing - 6118	LED Lighting	Public Works	8,143	6,212	108,748	78,955	34,362 Local Vendor, Competitive Pricing
55	Climate Engineers-2210	HVAC service at AFC	Public Works	74,050	49,226	63,202	49,266	47,087 Local Vendor, Competitive Pricing
56	Crovato Products & Svcs - 4009	Auto maintenance	Public Works	9,763	18,171	24,248	22,280	24,962 Local Vendor, Competitive Pricing
57	Crowley Construction - 1221	Roof repairs	Public Works	15,717	30,690	9,438	67,006	61,396 Local Vendor, Competitive Pricing
58	Cunningham Assoc-6786 (was West Rec-3787)	Playground Wood Fiber/Mulch	Public Works	24,105	21,906	39,629	15,145	14,537 Local Vendor, Competitive Pricing
59	Delta Telephone & Cabling - 5016	Phone Maint & Licenses	IT	7,123	9,612	8,300	1,288	9,925 Local Vendor, Competitive Pricing
60	Ferguson Enterprises- 299	Plumbing services	Public Works	10,985	6,025	5,273	14,679	10,596 Local Vendor, Competitive Pricing
61	GHE Electric Services Inc - 6290	Electrical Supplies & Repairs	Public Works	12,075	425	8,622	16,060	26,267 Local Vendor, Competitive Pricing
62	Grainger - 350	Filters, lights, tools, misc supplies	Public Works	7,618	3,711	5,100	5,147	6,454 Local Vendor, Competitive Pricing
63	Greenbelt Auto & Truck Repair - 1091	Auto body repair	Public Works	17,725	28,610	36,543	51,261	30,107 Local Vendor, Competitive Pricing
64	Greenbelt News Review - 368	Legal & help wanted ads	Fin & Admin	24,181	25,363	19,068	22,235	23,555 Local Vendor, Competitive Pricing
65	Hi-Line - 2317	Auto Shop Supplies for PD	Public Works	11,943	9,201	6,931	6,687	4,962 Local Vendor, Competitive Pricing
66	Home Depot - 1183 + 6211	Miscellaneous supplies	Public Works	18,007	17,880	18,108	10,079	16,707 Local Vendor, Competitive Pricing
67	Kimball Midwest - 482	Auto Shop Supplies	Public Works	8,783	4,949	9,459	5,448	3,572 Local Vendor, Competitive Pricing
68	Kohler Equipment - 4683	Tools & Parts	Public Works	9,878	8,771	6,086	3,670	4,488 Local Vendor, Competitive Pricing
69	Maryland Environmental Services - 559	Leaf grinding	Public Works	57,200	12,871	18,367	14,132	11,485 Local Vendor, Competitive Pricing
70	Parts Authority - 5896	Auto Parts, Supplies & Tools	Public Works	46,838	42,686	62,772	55,636	79,622 Local Vendor, Competitive Pricing

City of Greenbelt, Maryland
Recommended Vendors for Negotiated Purchase - FY 2020 - Sort by Justification

	Vendor-Number	Commodity	Requesting Department	FY2019	FY2018	FY2017	FY2016	FY2015	Justification for not Bidding
71	Petsmart - 3339	Animal Food & Supplies	Animal Control	8,702	9,398	7,933	10,178	9,993	Local Vendor, Competitive Pricing
72	Raymar Plumbing Services-767	Plumbing services	Public Works	27,506	31,002	15,244	38,931	26,594	Local Vendor, Competitive Pricing
73	Red Hawk Fire & Security - 6140	Fire Alarm Testion/Inspection	Public Works	15,412	16,940	13,673	25,717	15,297	Local Vendor, Competitive Pricing
74	Siteone Landscape Supply - 415	Trees, Landscape Supplies	Public Works	11,442	3,174	2,176	-	-	Local Vendor, Competitive Pricing
75	U.S. Postal Service - 2213	Postage & Delivery	All	4,000	6,000	2,000	19,619	9,742	Local Vendor, Competitive Pricing
76	Bradley Site Design - 1918	Design for Gateway and Buddy Attick Park signage	Planning	1,000	8,004	20,904	23,096	-	Long-term relationship
77	Epstein, Norman-1374	Psychological services	CARES	9,900	10,890	10,450	11,000	12,100	Long-term relationship
78	Fidelity Power Systems - 300	Generator Inspection & Maint.	Public Works	4,942	4,225	6,044	25,591	5,700	Long-term relationship
79	Greenbriar Community Assoc - 376	Landscape Maintenance	Public Works	11,599	7,555	6,288	12,077	8,433	Long-term relationship
80	Greenman Pedersen - 379	Engineering consultant	Planning	101,298	118,035	115,398	100,410	150,991	Long-term relationship
81	International City/County Management Association (ICMA) - 419 + 512802	Deferred compensation program	All	619,798	537,937	756,697	783,318	712,630	Long-term relationship
82	Mendoza, Ribas, Farinas, & Assoc - 5225	Consulting Engineers	Recreation	6,700	16,023	11,273	1,875	52,073	Long-term relationship
83	Steven Keller - 2397	Background Checks	Police	23,326	13,046	5,083	-	-	Long-term relationship
84	Amato Industries - 3679	Chlorine & Other Pool Chemicals	Recreation	9,445	8,407	11,123	10,858	11,105	MNCPPC Contract
85	Staples - 486, 5718 & 5925	Office & Green Cleaning Supplies	All	24,149	19,944	16,508	23,865	5,793	NJPA Contract
86	Alexander & Cleaver PA - 905	Legal Services	Admin	164,542	28,100	New FY18	-	-	Selected by competitive process
87	Cohn Reznick - replaced McGladrey 2015	Auditing services	Fin & Admin	36,500	35,500	34,500	32,500	30,000	Selected by competitive process
88	Columbia Bank - 523403	Banking services	Fin & Admin	38,862	38,445	33,986	31,347	29,444	Selected by competitive process
89	Dalmex - 6171	Janitorial Services	Public Works	35,039	31,970	28,720	33,320	36,492	Selected by competitive process
90	Densel Company - 630	Boiler Replacement	Public Works	56,361	233,610	New FY18	-	-	Selected by competitive process
91	Friends of Old Greenbelt Theatre - 6742	Theatre management	Admin	59,217	63,128	37,228	42,107	33,333	Selected by competitive process
92	General Glass - 4746	Windows	Public Works	2,465	1,779	4,700	19,199	4,730	Selected by competitive process
93	J&M Security Solutions - 1007	Security Cameras	IT	100,859	53,500	New FY18	-	-	Selected by competitive process
94	NAA, Inc.	Remediation of CC Windows	Planning	New FY20	-	-	-	-	Selected by competitive process
95	NZI Construction Corp - 670	Concrete & street work	Public Works	10,363	159,362	35,951	290,045	341,229	Selected by competitive process
96	Tilley Chemical Coumpany - 1049	Oil and Lubricants	Public Works	4,810	New FY19	-	-	-	Selected by competitive process
97	Tyler Tech (was New World Systems) 5332	Computer System	Police	51,006	104,350	100,196	98,304	99,419	Selected by competitive process
98	VMP Construction - 951	Asphalt Work	Public Works	786,548	180,090	-	-	-	Selected by competitive process
99	Galls Inc - 329	Uniforms and police equipment	Police	16,083	8,274	9,143	16,519	19,571	Sole Provider
100	Greenbelt Homes Inc - 363	Museum Co-op fees & Playground Maint	Admin	15,942	13,129	18,005	6,770	6,170	Sole Provider
101	Perconti Data Systems - 5396	Utopia System Upgrade & Maint	IT/Planning	14,495	13,495	5,995	5,995	-	Sole Provider
102	Superion - Pentamation (was Sungard) - 1721	Financial system software maint	Finance	71,663	50,196	48,667	52,560	49,554	Sole Provider
103	Verizon - 523801	Local phone service	All	48,916	33,677	23,290	12,482	25,429	Sole Provider
104	Wash. Suburban Sanitary Comm - 523903	Water and sewer suppliers	All	80,082	78,307	75,271	79,387	75,153	Sole Provider
105	AXON - 620	Body Cameras	Police	64,624	66,499	New FY18	-	-	Specialized Service
106	Charles P. Johnson & Assoc - 4802	Greenbelt Lake dam inspection & remediation	Planning	66,520	35,417	0	0	13,423	Specialized Service
107	Granicus Inc - 4960	Video Streaming/Open Platform	Admin	25,518	36,606	9,489	9,489	9,238	Specialized Service
108	Howard County - 2572	Redlight Camera	Police	10,718	10,254	10,302	9,068	9,667	Specialized Service
109	Innovative Pyrotechnic Concepts - 6595	Fireworks	Public Works	13,825	13,250	12,800	12,400	12,000	Specialized Service
110	Jackson Lewis - 6275 & 6613	Legal Services: CBA	Admin	310	47,747	20,507	0	23,424	Specialized Service
111	Key Risk Ins (replaced Chesapeake Employers Ins FY19) - 210190	Workers compensation insurance	All	567,882	692,182	632,756	615,769	653,120	Specialized Service
112	Miles & Stockbridge - 3801	Legal services: TIF	Admin	25,220	33,668	9,846	0	13,877	Specialized Service

City of Greenbelt, Maryland
Recommended Vendors for Negotiated Purchase - FY 2020 - Sort by Justification

	Vendor-Number	Commodity	Requesting Department	FY2019	FY2018	FY2017	FY2016	FY2015	Justification for not Bidding
113	Municap - 3493	TIF Administrator	Fin & Admin	8,206	New FY19	-	-	-	Specialized Service
114	Municipal Emerg Sv Dep - 145 Lawmen Supply - 6505)	(was Simmunition Training, body armor, uniforms	Police	26,255	25,903	19,665	16,067	-	Specialized Service
115	Overhead Door - 681	Bay Door Repairs	Public Works	2,085	1,324	7,828	9,253	1,895	Specialized Service
116	Prince George's County- 693, 694 & 739 Rekor Recognition Systems - 3487	Landfill disposal services & I-Net (was Speed Cameras; Purchase and installation of Police Laptops	PW & IT	134,310	112,270	105,865	155,104	99,335	Specialized Service
117	Brekford International - 4533)		Police	239,500	260,400	245,000	272,480	281,872	Specialized Service
118	Vermont systems - 956 Maryland State Retirement System	Rec Trac Upgrade, Training, Maint	IT	13,968	16,562	6,353	8,394	8,215	Specialized Service
119	512806, 512807, 527301, & 527302	Retirement and pension plans	All	1,785,878	1,682,060	1,590,937	1,598,295	1,592,020	State Agency
120	AT&T Mobility - 220218	Cellular phone service	All	36,575	39,399	44,049	41,979	42,690	State Contract
121	D & D Tire - 3204	Auto & Truck Tires	Police	33,171	28,751	26,292	21,541	1,607	State Contract
122	Gun Shop, The 899	Firearms training, ammunition	Police	17,592	7,603	10,973	15,964	16,531	State Contract
123	Major Police Supply - 4188	Emergency equipment & installatioin on police vehicles	Police	141,446	31,409	78,250	68,202	40,869	State Contract
124	Motorola - 6109	Radios & related service	Police	27,740	29,934	17,161	15,967	15,967	State Contract
125	Verizon Wireless 1966	Police laptops & Cell Phones	All	43,152	41,239	41,764	43,901	45,151	State Contract

City of Greenbelt, Maryland
Recommended Vendors for Negotiated Purchase - FY 2020 - Sorted by \$

	Vendor-Number	Commodity	Requesting Department	FY2019	FY2018	FY2017	FY2016	FY2015	Justification for not Bidding
1	NAA, Inc.	Remediation of CC Windows	Planning	New FY20	-	-	-	-	Selected by competitive process
2	Carefirst Bluecross Blueshield - 512803	Employee Health Insurance	All	1,973,703	1,870,005	1,620,784	1,737,313	1,599,582	Competitive Pricing & Value
3	Maryland State Retirement System 512806, 512807, 527301, & 527302	Retirement and pension plans	All	1,785,878	1,682,060	1,590,937	1,598,295	1,592,020	State Agency
4	VMP Construction - 951	Asphalt Work	Public Works	786,548	180,090	-	-	-	Selected by competitive process
5	International City/County Management Association (ICMA) - 419 + 512802	Deferred compensation program	All	619,798	537,937	756,697	783,318	712,630	Long-term relationship
6	Key Risk Ins (replaced Chesapeake Employers Ins FY19) - 210190	Workers compensation insurance	All	567,882	692,182	632,756	615,769	653,120	Specialized Service
7	Express Scripts - 512808	Employee prescription drugs	All	315,635	304,580	273,546	301,523	301,186	Competitive Pricing & Value
8	Rekor Recognition Systems - 3487 (was Brekford International - 4533)	Speed Cameras; Purchase and installation of Police Laptops	Police	239,500	260,400	245,000	272,480	281,872	Specialized Service
9	American Traffic Solutions (ATS) - 3203	Redlight citation processing	Police	217,918	180,149	215,786	224,126	192,556	Howard County Contract
1	Alexander & Cleaver PA - 905	Legal Services	Admin	164,542	28,100	New FY18	-	-	Selected by competitive process
2	James River Solutions - 6703	Unleaded Fuel	All	163,746	135,569	113,561	137,438	100,607	COG Bid
3	528	Liability & property insurance	All	153,823	158,696	157,522	149,667	134,670	Competitive Pricing & Value
4	Major Police Supply - 4188	on police vehicles	Police	141,446	31,409	78,250	68,202	40,869	State Contract
5	Prince George's County- 693, 694 & 739	Landfill disposal services & I-Net	PW & IT	134,310	112,270	105,865	155,104	99,335	Specialized Service
6	Delta Dental - 6092	Employee Dental Insurance	All	124,351	120,425	110,734	121,095	114,823	Competitive Pricing & Value
7	Greenman Pedersen - 379	Engineering consultant	Planning	101,298	118,035	115,398	100,410	150,991	Long-term relationship
8	J&M Security Solutions - 1007	Security Cameras	IT	100,859	53,500	New FY18	-	-	Selected by competitive process
9	Wash. Suburban Sanitary Comm - 523903	Water and sewer suppliers	All	80,082	78,307	75,271	79,387	75,153	Sole Provider
10	Acme Auto Leasing LLC - 3190	Police Undercover Leased Vehicle	Police	78,993	61,875	88,750	45,000	81,827	Competitive Pricing & Value
11	Climate Engineers-2210	HVAC service at AFC	Public Works	74,050	49,226	63,202	49,266	47,087	Local Vendor, Competitive Pricing
12	Superion - Pentamaton (was Sungard) - 1721	Financial system software maint	Finance	71,663	50,196	48,667	52,560	49,554	Sole Provider
13	Charles P. Johnson & Assoc - 4802	remediation	Planning	66,520	35,417	0	0	13,423	Specialized Service
14	AXON - 620	Body Cameras	Police	64,624	66,499	New FY18	-	-	Specialized Service
15	Friends of Old Greenbelt Theatre - 6742	Theatre management	Admin	59,217	63,128	37,228	42,107	33,333	Selected by competitive process
16	Maryland Environmental Services - 559	Leaf grinding	Public Works	57,200	12,871	18,367	14,132	11,485	Local Vendor, Competitive Pricing
17	Densel Company - 630	Boiler Replacement	Public Works	56,361	233,610	New FY18	-	-	Selected by competitive process
18	Gametime - 1043	Playground Equipment	Public Works	54,533	163,198	1,549	106,635	94,453	Local Vendor, Competitive Pricing
19	Tyler Tech (was New World Systems) 5332	Computer System	Police	51,006	104,350	100,196	98,304	99,419	Selected by competitive process
20	Verizon - 523801	Local phone service	All	48,916	33,677	23,290	12,482	25,429	Sole Provider
21	Mansfield Oil Co - 550	Diesel Fuel	Public Works	47,532	43,854	37,254	39,181	59,940	COG Contract
22	Parts Authority - 5896	Auto Parts, Supplies & Tools	Public Works	46,838	42,686	62,772	55,636	79,622	Local Vendor, Competitive Pricing
23	Verizon Wireless 1966	Police laptops & Cell Phones	All	43,152	41,239	41,764	43,901	45,151	State Contract
24	Aetna Middletown - 4257	Employee life insurance	All	39,296	34,749	36,821	39,105	43,921	Competitive Pricing & Value
25	Columbia Bank - 523403	Banking services	Fin & Admin	38,862	38,445	33,986	31,347	29,444	Selected by competitive process
26	AT&T Mobility - 220218	Cellular phone service	All	36,575	39,399	44,049	41,979	42,690	State Contract
27	Cohn Reznick - replaced McGladrey 2015	Auditing services	Fin & Admin	36,500	35,500	34,500	32,500	30,000	Selected by competitive process
28	MCCI - 2709	Laserfische Project Mgmt	IT	36,355	New FY19	-	-	-	Competitive Pricing & Value
29	Dalmex - 6171	Janitorial Services	Public Works	35,039	31,970	28,720	33,320	36,492	Selected by competitive process
30	D & D Tire - 3204	Auto & Truck Tires	Police	33,171	28,751	26,292	21,541	1,607	State Contract
31	Amazon.com - 7039	Misc products	All	31,312	New FY19	-	-	-	Competitive Pricing & Value

City of Greenbelt, Maryland
Recommended Vendors for Negotiated Purchase - FY 2020 - Sorted by \$

	Vendor-Number	Commodity	Requesting Department	FY2019	FY2018	FY2017	FY2016	FY2015	Justification for not Bidding
32	Dude Solutions Inc - 298	Facility Dude	Public Works	30,775	2,639	2,771	-	-	Competitive Pricing & Value
33	CDW-G Computer Center Inc-153	Computers	IT	27,834	11,153	8,622	8,756	9,145	Competitive Pricing & Value
34	Motorola - 6109	Radios & related service	Police	27,740	29,934	17,161	15,967	15,967	State Contract
35	Raymar Plumbing Services-767	Plumbing services	Public Works	27,506	31,002	15,244	38,931	26,594	Local Vendor, Competitive Pricing
36	Maryland Municipal League-563	Membership	Admin	27,421	24,167	24,736	26,127	25,521	Govt Association
37	Shapiro & Duncan Mechanical Contractors -5526	Pool Pac Service, HVAC-CC	Public Works	26,655	50,868	289,381	-	-	Competitive Pricing & Value
38	Lawmen Supply - 6505)	uniforms	Police	26,255	25,903	19,665	16,067	-	Specialized Service
39	Granicus Inc - 4960	Video Streaming/Open Platform	Admin	25,518	36,606	9,489	9,489	9,238	Specialized Service
40	Miles & Stockbridge - 3801	Legal services: TIF	Admin	25,220	33,668	9,846	0	13,877	Specialized Service
41	Greenbelt News Review - 368	Legal & help wanted ads	Fin & Admin	24,181	25,363	19,068	22,235	23,555	Local Vendor, Competitive Pricing
42	Staples - 486, 5718 & 5925	Office & Green Cleaning Supplies	All	24,149	19,944	16,508	23,865	5,793	NJPA Contract
43	Cunningham Assoc-6786 (was West Rec-378'	Playground Wood Fiber/Mulch	Public Works	24,105	21,906	39,629	15,145	14,537	Local Vendor, Competitive Pricing
44	Steven Keller - 2397	Background Checks	Police	23,326	13,046	5,083	-	-	Long-term relationship
45	Xerox - 292 (replacing COS)	Copier Service & supplies	All	20,028	16,653	6,722	-	-	Competitive Pricing & Value
46	Suburban Signs Inc - 856	City Vehicle decals & Installation	PD, PW, PCD	19,872	7,035	8,902	9,175	8,776	Competitive Pricing & Value
47	Governments - 601	Association fees	Admin	19,100	18,522	17,968	17,685	17,494	COG Contract
48	Home Depot - 1183 + 6211	Miscellaneous supplies	Public Works	18,007	17,880	18,108	10,079	16,707	Local Vendor, Competitive Pricing
49	Fields Consulting Group - 5873)	Promotional Assessment Center	Police	18,000	0	20,500	0	0	Competitive Pricing & Value
50	Greenbelt Auto & Truck Repair - 1091	Auto body repair	Public Works	17,725	28,610	36,543	51,261	30,107	Local Vendor, Competitive Pricing
51	Gun Shop, The 899	Firearms training, ammunition	Police	17,592	7,603	10,973	15,964	16,531	State Contract
52	GHA Technologies - 4077	Computers & Computer Equip	IT	17,177	1,962	10,239	19,290	27,197	Competitive Pricing & Value
53	Capitol Office Solutions -147	Copier Service & supplies	All	16,515	17,612	27,248	38,447	32,511	Competitive Pricing & Value
54	Galls Inc - 329	Uniforms and police equipment	Police	16,083	8,274	9,143	16,519	19,571	Sole Provider
55	Schindler Elevator - 799	Elevator service and repair	Public Works	15,975	12,490	13,001	13,319	12,928	Competitive Pricing & Value
56	Greenbelt Homes Inc - 363	Museum Co-op fees & Playground Maint	Admin	15,942	13,129	18,005	6,770	6,170	Sole Provider
57	Crowley Construction - 1221	Roof repairs	Public Works	15,717	30,690	9,438	67,006	61,396	Local Vendor, Competitive Pricing
58	Red Hawk Fire & Security - 6140	Fire Alarm Testion/Inspection	Public Works	15,412	16,940	13,673	25,717	15,297	Local Vendor, Competitive Pricing
59	Spay Now - 6734	Veterinarian services	Animal Control	15,161	15,823	9,910	12,900	5,133	Competitive Pricing & Value
60	Perconti Data Systems - 5396	Utopia System Upgrade & Maint	IT/Planning	14,495	13,495	5,995	5,995	-	Sole Provider
61	Bonkosky, Laura - 3010	Yoga Instructor	Recreation	14,431	8,720	9,190	9,613	10,015	Local Vendor, Competitive Pricing
62	Eastern Salt Co - 2772	Road Salt	Public Works	14,400	New FY19	-	-	-	Competitive Pricing & Value

City of Greenbelt, Maryland
Recommended Vendors for Negotiated Purchase - FY 2020 - Sorted by \$

	Vendor-Number	Commodity	Requesting Department	FY2019	FY2018	FY2017	FY2016	FY2015	Justification for not Bidding
63	O'Brien Bus Service Inc - 672	Bus service for camps- shorter trips	Recreation	14,350	14,425	15,850	17,050	16,875	Competitive Pricing & Value
64	Complus Data Innovations - 4299	Parking ticket collection services	Police	14,133	14,434	21,569	28,662	16,015	Competitive Pricing & Value
65	Vermont systems - 956	Rec Trac Upgrade, Training, Maint	IT	13,968	16,562	6,353	8,394	8,215	Specialized Service
66	Bortek Industries - 979	Auto/Sweeper Parts	Public Works	13,899	New FY19	-	-	-	Competitive Pricing & Value
67	Innovative Pyrotechnic Concepts - 6595	Fireworks	Public Works	13,825	13,250	12,800	12,400	12,000	Specialized Service
68	Chesapeake Ford Truck - 995	Auto Parts	Public Works	13,721	2,102	New FY18	-	-	Competitive Pricing & Value
69	Intercon Truck Equipment - 6331	Truck Equipment	Public Works	13,524	11,167	-	-	-	Competitive Pricing & Value
70	Quill - 3937	Office Supplies	Police	13,355	11,179	11,635	4,779	3,981	Competitive Pricing & Value
71	Weyers Floor Service 976	Wood floor re-surfacing & refinishing	Recreation	12,411	16,757	12,530	7,870	8,763	Competitive Pricing & Value
72	GHE Electric Services Inc - 6290	Electrical Supplies & Repairs	Public Works	12,075	425	8,622	16,060	26,267	Local Vendor, Competitive Pricing
73	Hi-Line - 2317	Auto Shop Supplies for PD	Public Works	11,943	9,201	6,931	6,687	4,962	Local Vendor, Competitive Pricing
74	Trippe Sports & Promotions LLC - 4466	Uniforms	All	11,885	10,050	7,845	9,879	13,245	Competitive Pricing & Value
75	Ennis-Flint - 980	Traffic signs/Crosswalks	Public Works	11,862	2,307	-	-	-	Competitive Pricing & Value
76	Greenbriar Community Assoc - 376	Landscape Maintenance	Public Works	11,599	7,555	6,288	12,077	8,433	Long-term relationship
77	Occupational Medical Services - 3774	Employee Physicals	Fin & Admin	11,579	7,223	8,595	10,410	9,349	Competitive Pricing & Value
78	Siteone Landscape Supply - 415	Trees, Landscape Supplies	Public Works	11,442	3,174	2,176	-	-	Local Vendor, Competitive Pricing
79	Ferguson Enterprises- 299	Plumbing services	Public Works	10,985	6,025	5,273	14,679	10,596	Local Vendor, Competitive Pricing
80	Doloff Printing - 259	Newsletters & Seasonal Brochures	Recreation	10,783	10,655	21,774	4,632	2,590	Competitive Pricing & Value
81	Roberts Oxygen - 784	Propane & Pool Chemicals	PW & Rec	10,743	8,805	9,456	9,582	8,133	Competitive Pricing & Value
82	Howard County - 2572	Redlight Camera	Police	10,718	10,254	10,302	9,068	9,667	Specialized Service
83	NZI Construction Corp - 670	Concrete & street work	Public Works	10,363	159,362	35,951	290,045	341,229	Selected by competitive process
84	Microsoft - 6170	Email Service	IT	10,289	9,812	9,830	9,801	9,609	Competitive Pricing & Value
85	Washington Post - 7055	Employment Advertising	HR	10,030	New FY19	-	-	-	Competitive Pricing & Value
86	Epstein, Norman-1374	Psychological services	CARES	9,900	10,890	10,450	11,000	12,100	Long-term relationship
87	Kohler Equipment - 4683	Tools & Parts	Public Works	9,878	8,771	6,086	3,670	4,488	Local Vendor, Competitive Pricing
88	Assa Abloy Entrance Systems US Inc-840	Door repairs	Public Works	9,860	5,807	-	-	-	Local Vendor, Competitive Pricing
89	Budget Painting - 734	Painting	Public Works	9,800	0	4,000	5,100	0	Competitive Pricing & Value
90	Crovato Products & Svcs - 4009	Auto maintenance	Public Works	9,763	18,171	24,248	22,280	24,962	Local Vendor, Competitive Pricing
91	Bolton Partners Inc - 4789	Post Retirement Medical	Fin & Admin	9,500	0	9,500	0	0	Actuarial Study every two years
92	Amato Industries - 3679	Chlorine & Other Pool Chemicals	Recreation	9,445	8,407	11,123	10,858	11,105	MNCPPC Contract
93	Silver Hill Cleaners - 149	Uniform cleaning	Police	9,042	12,062	14,598	19,912	19,536	Competitive Pricing & Value
94	Kimball Midwest - 482	Auto Shop Supplies	Public Works	8,783	4,949	9,459	5,448	3,572	Local Vendor, Competitive Pricing
95	Petsmart - 3339	Animal Food & Supplies	Animal Control	8,702	9,398	7,933	10,178	9,993	Local Vendor, Competitive Pricing
96	BFPE International - 1466	Fire Alarm	Public Works	8,302	New FY19	-	-	-	Local Vendor, Competitive Pricing
97	Municap - 3493	TIF Administrator	Fin & Admin	8,206	New FY19	-	-	-	Specialized Service
98	C N Robinson Lighting - 6118	LED Lighting	Public Works	8,143	6,212	108,748	78,955	34,362	Local Vendor, Competitive Pricing
99	Grainger - 350	Filters, lights, tools, misc supplies	Public Works	7,618	3,711	5,100	5,147	6,454	Local Vendor, Competitive Pricing
100	Delta Telephone & Cabling - 5016	Phone Maint & Licenses	IT	7,123	9,612	8,300	1,288	9,925	Local Vendor, Competitive Pricing
101	Mendoza, Ribas, Farinas, & Assoc - 5225	Consulting Engineers	Recreation	6,700	16,023	11,273	1,875	52,073	Long-term relationship
102	Leonard Paper Company - 2276	Paper towels & toilet tissue	Public Works	5,588	7,309	7,926	15,283	28,395	Competitive Pricing & Value
103	P2 Maintenance Services - 3423	Landscape Maintenance	Public Works	5,521	New FY19	-	-	-	Competitive Pricing & Value

City of Greenbelt, Maryland
Recommended Vendors for Negotiated Purchase - FY 2020 - Sorted by \$

Vendor-Number	Commodity	Requesting Department	FY2019	FY2018	FY2017	FY2016	FY2015	Justification for not Bidding
104	Boland Services - 118	HVAC Services	Public Works	5,437	2,046	37,546	1,772	2,086 Local Vendor, Competitive Pricing
105	Fidelity Power Systems - 300	Generator Inspection & Maint.	Public Works	4,942	4,225	6,044	25,591	5,700 Long-term relationship
106	Manuel Tree Service - 6282	Tree pruning/removal	Public Works	4,900	16,100	30,750	2,200	5,850 Competitive Pricing & Value
107	Tilley Chemical Coumpany - 1049	Oil and Lubricants	Public Works	4,810	New FY19	-	-	- Selected by competitive process
108	U.S. Postal Service - 2213	Postage & Delivery	All	4,000	6,000	2,000	19,619	9,742 Local Vendor, Competitive Pricing
109	General Glass - 4746	Windows	Public Works	2,465	1,779	4,700	19,199	4,730 Selected by competitive process
110	Overhead Door - 681	Bay Door Repairs	Public Works	2,085	1,324	7,828	9,253	1,895 Specialized Service
111	Bradley Site Design - 1918	Design for Gateway and Buddy Attick Park signage	Planning	1,000	8,004	20,904	23,096	- Long-term relationship
112	Zones - 34	Computer Equipment	IT	810	43,820	24,979	6,577	- Last competitive quote June 2016
113	Jackson Lewis - 6275 & 6613	Legal Services: CBA	Admin	310	47,747	20,507	0	23,424 Specialized Service
114	Executime (replaces TimeClocks Plus)	Automated Timesheet Reporting	Finance	0	New FY19	-	-	- Business Partner with Superion
115	Paymentus	Online Payment Vendor	Finance	0	New FY19	-	-	- Business Partner with Superion
116	Smith & Wesson	Handgun purchase	Police	0	0	0	new FY17	- Competitive Pricing & Value

City Council Agenda Item Report

Meeting Date: August 12, 2019

Submitted by: Jim Sterling

Submitting Department: Public Works

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

Award of Purchase - Police Vehicles

Suggested Action:

Reference:

Memorandum, B. Townsend, 08/06/2019

Police Proposal

The FY 2020 General Fund includes funding for the following Police vehicles:

- Seven (7) Ford Police Interceptor Sport Utility Vehicles (SUV) with Hybrid engines.

Staff has identified a Arundel County contract #5785 for Police SUV's at a cost of \$43,102.00 per vehicle for a total cost of \$301,714.00. The FY 2020 General Fund includes funds for the replacement of the Police SUV's.

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

It is recommended that Council approve the purchase of seven (7) Police SUV's under the Arundel County contract #5785 from Hertrich Fleet Services at a total cost of \$301,714.00.

Attachments:

[Memo B. Townsend 08.06.2019.pdf](#)

[Police Proposal_07.16.2019.pdf](#)

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

MEMORANDUM

Date: August 6, 2019
To: Nicole Ard, City Manager
From: Brian Townsend, Assistant Public Works Director – Parks
VIA: Jim Sterling, Public Works Director
Re: Replacement of Seven (7) Police Vehicles

Police Vehicles

The Fiscal Year (FY) 2020 General Fund includes funding for the purchase of the following vehicles:

- Seven (7) Ford Police Interceptor Utility Vehicles with Hybrid engine.

Staff has identified an Arundel County contract #5785 for Police Interceptor Utility Vehicle. The cost for one (1) Ford Police Interceptor is \$43,102. See attached pricing from Hertrich Fleet Services, Inc.

The total purchase price for all seven (7) vehicles is \$301,714.

Summary Recommendations

Staff recommends Council approve the purchases of seven (7) 2020 Ford Police Interceptors per Arundel County contract #5785 from Hertrich Fleet Services, Inc., 1427 Bay Road, Milford, DE 19963 for \$301,714.

HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

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

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

July 16, 2019

City of Greenbelt
555 Crescent Road
Greenbelt, MD 20770

Brian Townsend
Assistant Public Works Director - Parks

We are pleased to provide a quote for a 2020 Ford Police Interceptor Utility, priced per Anne Arundel County contract #5785, and equipped as follows:

✓	Code	Description	Amount
	Vehicle	2020 Ford Police Interceptor Utility AWD ; 3.3L V6 DI Engine (Opt.)	\$32,542
	YZ/96	Oxford White Exterior with Cloth Front, Rear Vinyl Seats and Vinyl Floors	N/C
	500A	All Standard Equipment per PEP 500A	N/C
	BLT	Bluetooth	STD
	153	Front License Plate Bracket	N/C
	99W/44B	3.3L HYBRID Engine	\$3530
	18D	Global Unlock	\$20
	68G	Rear Doors and Locks – In-Operable	\$75
	60R	Noise Suppression Bonds (Ground Straps)	\$100
	51R	Drivers Side LED Spotlight	\$395
	43D	Dark Car Feature – Courtesy Lamp Disabled when any door is opened	\$25
	60A	Pre-wiring for Grille LED Lights, siren and speaker	\$60
	549	Heated – Side View Mirrors - Mirror Upgraded w/ BLIS	INCL
	55B / 54Z	BLIS – Blind Spot Monitoring with Cross Traffic Alert	\$545
	55F	Remote Keyless Entry – 4 FOBs & 4 Keys	\$390
	76R	Reverse Sensing	\$295
	90G	Ballistic Door Panels (Level IV+) – Driver & Passenger Doors	\$4,830
	59B	Keyed Alike 1284X	\$50
	63V	Cargo Storage Vault	\$245
	STD	Rear View Camera Display in Center Stack	NC
		Total	\$43,102

Respectfully Submitted,

Jim Blecki jblecki@hertrichfleet.com Or Call 800-698-9825

City Council Agenda Item Report

Meeting Date: August 12, 2019

Submitted by: Bonita Anderson

Submitting Department: Public Works

Item Type: Swearing In

Agenda Section:

Subject:

Award of Purchase – Public Works Vehicles/Equipment & Recreation Vehicle

Suggested Action:

Reference:

Memorandum, Brian Townsend, 8/05/19

FY 2020 Replacement Fund Budget Pages 239-241

Public Works Rec Vehicles Proposals

The FY 2020 Replacement Fund includes \$300,200 for the replacement of City vehicles and equipment. The following vehicles and equipment are being recommended at this time:

- #308 2001 GMC Passenger Van,
- #100 2006 Dodge Stratus, Gas
- #151 2009 F-150 Pickup
- #115 2008 F-250 4x4 Pickup
- #400 2009 Chevy 4x4 Pickup
- #463 Vermeer Chipper

The City is a member of the organization Sourcewell (formerly NJPA), a national cooperative purchasing organization for local governments, educational institutions and non-profits. Staff has identified competitively solicited contracts through Sourcewell for a Vermeer Chipper at a cost of \$49,531.00.

Staff has identified a Montgomery County Contract #1065341 for the purchase of an electric vehicle at a cost of \$34,918.16.

Staff has identified a State of Maryland statewide contract for light pickup trucks under the Blanket Purchase Order (BPO) # 001B9400177 at a cost of \$34,085 per vehicle.

Staff has identified Howard County contract # 4400003197 for a Ford Transit Van with the electrical contractor package for \$32,148.00.

Staff has identified Howard County contract # 4400003197 for Ford Transit Van with high roof and extended length for \$34,799.00.

The total cost for two transit vans, two pickup trucks, one electric vehicle, and one chipper is \$218,633.16.

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

It is recommended that Council approve the purchase of Public Works and Recreation vehicles as follows:

1. One (1) 2019 Vermeer Chipper BC1200XL per the Sourcewell # 062117-VRM from Vermeer Mid Atlantic, 8830 Corridor Road, Annapolis Junction, MD 20701 for \$49,531.00.
2. One (1) 2020 Chevy Bolt's per Montgomery County Contract #1065341 from Criswell Chevrolet Fleet Sales, 503 Quince Orchard Road, Gaithersburg, MD 20878 for \$34,185.16.
3. Two (2) 2020 Ford F-250 pickup trucks per State of Maryland BPO #001B9400177 from Hertrich Fleet Services, Inc., 1427 Bay Road, Milford, DE 19963 for \$34,085.00 for a total \$68,170.00.
4. Two (2) 2020 Transit Van's per the Howard County Contract #400003197 from Hertrich Fleet Services, Inc., 1427 Bay Road, Milford, DE 19963 for total \$66,947.00.

Attachments:

[Memo B. Townsend _PW 08.05.2019.pdf](#)

[Replacement Fund Pages.pdf](#)

[PW_Rec Vehicles Proposals.pdf](#)

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

MEMORANDUM

Date: August 5, 2019

To: Nicole Ard, City Manager

From: Brian Townsend, Assistant Public Works Director – Parks

VIA: Jim Sterling, Public Works Director

Re: Replacement of five (5) Public Works Vehicles/Equipment and One (1) Recreation vehicle

Public Works

The Fiscal Year (FY) 2020 Replacement Fund includes \$300,000 for the replacement of the following vehicles and equipment:

- #308 2001 GMC Passenger Van,
- #100 2006 Dodge Stratus, Gas
- #151 2009 F-150 Pickup
- #115 2008 F-250 4x4 Pickup
- #400 2009 Chevy 4x4 Pickup
- #463 Vermeer Chipper

As a member of Sourcewell formally know as National Joint Powers Alliance (NJPA), The city is able to obtain a purchase vehicles and equipment with the winners of the natural bidding process. Sourcewell is a public agency that enables municipalities to combine national purchasing power through cooperative efforts. Staff has identified Sourcewell contract #062117-VRM for the purchase of a wood chipper. The cost of the Vermeer Chipper is \$49,531.00 See attached pricing from Vermeer.

We are also recommending replacing one gas vehicle (#100) with an electric vehicle. Staff has identified Montgomery County contract IFB#1060169 for the purchase of an electric vehicle at the cost of \$34,185.16. See attached pricing from Criswell Chevrolet Fleet Sales.

For the purchase of the two replacement pickup trucks, (unit 115, unit 400) Staff has identified State of Maryland statewide contract for light trucks under the State of Maryland Blanket Purchase Order (BPO) #001B9400177. The cost for one Ford F-250 is \$34,085.00. See attached F-250 pricing from Hertrich Fleet Services, Inc.. The cost for these two vehicles will be \$68,120.00. The vehicle will come equipped with four wheel drive and a snow plow attachment.

Staff has identified Howard County contract # 4400003197 for the replacement of the pickup truck (unit 151,) for the building maintenance crew. The new vehicle will be a Ford Transit Van with the electrical contractor package for \$32,148.00. The van will provide greater flexibility and efficiency for the maintenance staff than a pick up. See attached pricing from Hertrich Fleet Services, Inc..

Staff has identified Howard County contract # 4400003197 for the replacement of Recreation's GMC passenger van (unit 308). The replacement van will be a Ford Transit Van with a high roof, extended length and extended wheelbase for \$34,799.00. See attached pricing from Hertrich Fleet Services, Inc..

The total cost for two transit vans, two pickup trucks, one electric vehicle, and one chipper is \$218,633.16. The total budgeted for FY2020 vehicles is \$300,000. There is still one vehicle that needs to be purchased. It is a F-550 dump truck with a snow plow and drop in spreader.

Summary Recommendations

Staff recommends Council approve the following purchases:

- One (1) 2019 Vermeer Chipper BC1200XL per the Sourcewell # 062117-VRM from Vermeer Mid Atlantic, 8830 Corridor Road, Annapolis Junction, MD 20701 for \$49,531.00.
- One (1) 2020 Chevy Bolt's per Montgomery County Contract #1065341 from Criswell Chevrolet Fleet Sales, 503 Quince Orchard Road, Gaithersburg, MD 20878 for \$34,185.16.
- Two (2) 2020 Ford F-250 pickup truck per State of Maryland BPO #001B9400177 from Hertrich Fleet Services, Inc., 1427 Bay Road, Milford, DE 19963 for \$34,085.00 for a total \$68,170.00.
- Two (2) 2020 Transit Van's per the Howard County Contract #400003197 from Hertrich Fleet Services, Inc., 1427 Bay Road, Milford, DE 19963 for \$66,947.00.

Items to be Purchased

Public Works Administration

Electric Sedan (100)	\$38,000
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Multi-Purpose Equipment

Dump Truck (111)	\$84,500
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4X4 Pickup Truck (115)	\$37,500
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Cargo Van (151)	\$28,500
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Recreation Administration

Cargo Van (308)	\$24,000
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Parks

4X4 Pickup Truck (400)	\$37,500
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Wood Chipper	\$50,000
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Total Proposed Expenditures	<u>\$300,200</u>
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REPLACEMENT FUND Fund 105	FY 2017 Actual Trans.	FY 2018 Actual Trans.	FY 2019 Adopted Budget	FY 2019 Estimated Trans.	FY 2020 Proposed Budget	FY 2020 Adopted Budget
TOTAL FUND BALANCE AS OF JULY 1	<u>\$153,113</u>	<u>\$196,523</u>	<u>\$344,923</u>	<u>\$372,921</u>	<u>\$249,921</u>	<u>\$249,921</u>
REVENUES						
470000 Interest on Investments	\$834	\$3,354	\$1,000	\$1,500	\$3,000	\$3,000
480000 Ins./Auc. Proceeds	19,049	238,794	10,000	16,000	29,500	29,500
480000 Payments from Other Cities	0	0	0	0	0	0
490000 Interfund Transfer - General Fund	200,000	320,000	350,000	350,000	350,000	350,000
TOTAL REVENUE & FUND TRANSFERS	<u>\$219,882</u>	<u>\$562,148</u>	<u>\$361,000</u>	<u>\$367,500</u>	<u>\$382,500</u>	<u>\$382,500</u>
EXPENDITURES						
91 New Equipment						
220 Community Development	\$0	\$36,941	\$30,000	\$38,200	\$0	\$0
310 Police	0	0	32,000	40,000	0	0
410 Public Works Admin.	0	0	37,000	36,900	38,000	38,000
420 Multi-Purpose Equipment	34,989	49,897	97,000	99,500	150,500	150,500
445 Street Cleaning	0	252,290	0	0	0	0
450 Waste Collection	35,474	0	187,000	176,600	0	0
610 Recreation	0	0	0	0	24,000	24,000
650 Aquatic & Fitness Center	0	0	20,200	20,800	0	0
660 Community Center	0	5,162	0	0	0	0
700 Parks	106,009	41,460	20,000	13,500	87,500	87,500
920 Greenbelt Connection	0	0	67,000	65,000	0	0
TOTAL EXPENDITURES	<u>\$176,472</u>	<u>\$385,750</u>	<u>\$490,200</u>	<u>\$490,500</u>	<u>\$300,000</u>	<u>\$300,000</u>
BALANCE AS OF JUNE 30	\$196,523	\$372,921	\$215,723	\$249,921	\$332,421	\$332,421

OTHER FUNDS

2019 Vermeer Corporate Account Pricing
NJPA Grounds Maintenance Contract # 062117-VRM

☒ QUOTE
☐ ORDER



BC1200XL - 12" Brush Chipper with Gas Engine

Basic Unit (same specs as BC1200XL7VP)

BC1200XL Brush Chipper (12" capacity drum style) w/ 135 hp PSI 4X gas engine, rubber engine isolators, high coolant temperature, low oil pressure automatic shutdown (006); isolated cutter housing, 13" x 17" feed opening, live hydraulics, dual offset horizontal feed rollers, SmartFeed, 25 gallon fuel tank, steel engine enclosure, rear infeed cover, infeed table w/ lower feed stop bar, ECO Idle, SmartFeed and MFD display(013); trailer 2/ 7,000 lb. capacity torsion axle, electric brakes, telescoping tongue, pintle hitch, break-away switch, fender assembly, domestic LED trailer lighting (089); 285x75 R16 LRE flotation tires (076); right side controls (048); chute rotate - manual (fixed handle rotation) (015); basic discharge deflector (017)

For additional options, see "Optional Features" section below.

Basic Unit Price: \$43,141.00

Optional Features:

Add to Basic Unit Price:

- ☐ ST235/80 R16 LRE Tires (075)
☐ Chute Rotate - Deluxe (chain drive w/ crank handle rotation) (016)
☐ Discharge Deflector - Deluxe (quick ground adjustment) (018)
☐ Tree Commander Kit - Remote Control Feature (compatible w/ BC1200XL T4i and Gas serial # 1457 and up) (IK013054 - Order thru Parts Ctr)
☒ Winch w/ Right Side Controls (includes manual hyd directional controls) (IK051537) \$4,740.00
☐ Miscellaneous Features: sale code ____ \$ ____

Extended Warranty

- ☐ 2 Year Parts & Labor Warranty (PL2)
☐ Confidence Plus 2 Yrs (CP2)- Premium Cov w/Mnt- Includes 2 Yr Parts & Labor Warranty initial 4 services
☐ 3 year Parts & Labor Warranty (PL3)
☐ Confidence Plus 3 Yrs (CP3)- Premium Cov w/Mnt- Includes 3 Yr Parts & Labor Warranty initial 4 services
☐ Planned Maintenance Package- 4 Intervals (PM)

SubTotal: \$47,881.00
Dealer Freight & Prep: \$1,650.00
Quantity: 1

Enter Sales Tax %:

Total: \$49,531.00
Sales Tax: _____

Grand Total: \$49,531.00

Pricing effective 01/06/19

NOTE: All pricing in USD \$

Quotes valid for 30 days

ACCEPTED:

Vermeer

Customer

BY: _____

BY: _____

DATE: _____

DATE: _____

All applicable sales tax is not included. Prices subject to change without notice. These prices are exclusive of any and all duties, import fees, taxes, or other similar charges. These prices may not be available in any transaction

Vermeer



503 QUINCE ORCHARD ROAD, GAITHERSBURG, MD 20878
Scott Silverman • Fleet Sales Manager • fleet-man@msn.com • Direct: 301-948-5460 • Cell: 240-876-8233 • Fax: 301-948-1381

August 8, 2019

Brian Townsend,
City Of Greenbelt
555 Crescent Road
Greenbelt MD 20770

PROPOSAL

2019 or 2020 Chevrolet BOLT EV

White Exterior
DC Fast Charging Provisions

\$37,578.86 Invoice
-519 Contract Reduction
-3,000 Govt Fleet
200 One Extra Key/Fob (total of 3)
\$34,259.86 Contract Price

Price includes delivery to your location
Terms are Net 30 Days
Montgomery County Contract 1065341

Respectfully Submitted by,

Scott Silverman
Fleet Sales Manager

HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

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

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

August 1, 2019

Brian Townsend
City of Greenbelt
550 Crescent Road
Greenbelt, MD 20770

I am pleased to provide a quote on a 2020 Ford Transit Cargo Van, priced per the Howard County Maryland Contract #4400003197 and equipped as follows:

Vehicle	2020 Ford Transit Van 250 -Standard Roof 130" Wheelbase	
	Addition for 148" Wheelbase with High Roof	
	Addition to Extended Length	
96D	Load Area Protection Package	
YZ-VK	Oxford White Exterior & Pewter Seats & Black Vinyl Floor	
99M/446	3.7L TIVCT Flex-Fuel V6 & 6 Speed Automatic Transmission	
101A	All Standard Equipment per PEP 101A	
Std	Power Windows, Locks & Mirrors	
Std	Rear View Camera	
153	Front Tag Bracket	
	Back up Alarm	
	Cruise Control	
	SYNC - Bluetooth	
	2 Extra Keys with Integrated FOBs - total of 4 provided	
	MSRP \$43,455	
	Price per Howard County Contract	\$38,399
	Discount per Howard County Contract	(\$400)
	Additional Government Concession	(\$3,200)
	Total for Vehicle	\$34,799

Please contact me with any question, changes or to place an order. Thank you and I look forward to hearing from you.

Respectfully submitted,

Jim Blecki

HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

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

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

August 1, 2019

Brian Townsend
City of Greenbelt
550 Crescent Road
Greenbelt, MD 20770

I am pleased to provide a quote on a 2020 Ford Transit Cargo Van, priced per the Howard County Contract # 4400003197 and equipped as follows:

Vehicle	2020 Ford Transit Van T 250 –Standard Roof 130" Wheelbase	
YZ-VK	Oxford White Exterior & Pewter Seats & Black Vinyl Floor	
998/44U	3.5L PFDI V6 & 10 Speed Automatic Transmission	
101A	All Standard Equipment per PEP 101A	
Std	Power Windows, Locks & Mirrors	
Std	Rear View Camera	
153	Front Tag Bracket	
	Back up Alarm	
	Cruise Control	
	SYNC – Bluetooth	
	ELECTRICAL CONTRACTOR PACKAGE - 4319TL130	
	RANGER STEEL STRAIGHT PARTITION WITH PERFORATED WINDOW FOR A FORD TRANSIT VAN LOW ROOF	
	RANGER Z16-F1 STEEL SERVICE PACKAGE FOR A FORD TRANSIT WB 130" LOW ROOF INCLUDING: 1 SQUARE BACK SHELF UNIT WITH 1 OPEN AND 2 DIVIDED SHELVES, 13"D X 87"W X 46"H ON DRIVER'S SIDE 2 DOORS IN DRIVER'S SIDE SHELF UNIT 1 2-DRAWER CABINET, ALUMINUM IN DRIVER'S SIDE SHELF UNIT 2 PARTSKEEPER CARRY CASES WITH HOLDERS, 13"D X 17"W X 5.5"H MOUNTED IN DRIVER'S SIDE SHELF UNIT 1 SQUARE BACK SHELF UNIT, FOUR OPEN SHELVES, 13"D X 42"W X 46"H ON PASSENGER'S SIDE 20 LARGE BINS IN PASSENGER'S SIDE SHELF UNIT, 13"D X 8"W X 5.5"H 2 HOOKS ON REAR ON PASSENGER'S SIDE SHELF UNIT 1 8" SWIVEL HOOK ON REAR OF DRIVER'S SIDE SHELF UNIT	
	PRIME DESIGN SINGLE DROP DOWN LADDER RACK FOR A FORD TRANSIT VAN 130"WB LOW ROOF	
	DROP DOWN LADDER RACK LOW ROOF- DDLR61FTL	
86F	2 Extra Keys with Integrated FOBs – total of 4 provided	
16E	Vinyl Flooring – Rear	
	Price per Howard County Contract	\$37,548
	Discount per Contract	(\$400)
	Additional Government Concession	(\$5,000)
	Total for Vehicle	\$32,148

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July 18, 2019

City of Greenbelt
550 Crescent Road
Greenbelt, MD 20770

Brian Townsend,

We are pleased to provide a quote for a 2019 Ford F250 ¾ ton Pick Up priced per:

MARYLAND STATEWIDE CONTRACT 2019 LIGHT DUTY TRUCKS – BPO# 001B9400177

TYPE 7: ¾ TON PICKUP and equipped as follows:

2019 FORD F250 2WD, W/ 6.2L V8 GAS ENGINE, 6 SPD AUTO TRANS, VINYL SEAT & FLOOR, A/C, AM/FM RADIO, TRAILER TOW PKG, BLUETOOTH, E-LOCKING AXLE, POWER WINDOWS, LOCKS & MIRRORS, DRIVER CONFIGURABLE DAY TIME RUNNING LIGHTS, PRIVACY GLASS, REAR DEFROSTER – Included in Base Price

✓	Code	Description	Amount
	F2A	2019 F250 - REGULAR CAB 2WD 8' BED	\$22,230
	Z1/AS		
	4WD	4 Wheel Drive	\$4,997
	18B	Running Boards	\$495
	2FOB	2 Extra Keys (with FOBs)	\$390
	473	SNOW PLOW PREP PACKAGE: • Computer selected springs for snowplow application • Extra Heavy-Duty Alternator (67D)	\$195
	85S	Spray In Bed Liner	\$595
	BOSS8	8' Meyers Plow – COMMERCIAL HEAVY DUTY WITH LED LIGHTS	\$4,858
		Snow Deflector	\$325
		Total per Vehicle	\$34,085

Please get in touch with any questions, changes, or to place an order. The order cut off date is 8/2/2019 for the 2019 Model Year

Respectfully Submitted

Jim Blecki jblecki@hertrichfleet.com 800-698-9825

City Council Agenda Item Report

Meeting Date: August 12, 2019

Submitted by: David Moran

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

Approval of Sustainable Land Care Policy

Suggested Action:

Reference:

Memorandum, J. Martin, 08/07/2019

Sustainable Land Care Policy

As Council is aware the Sustainable Land Care Policy is a document over a decade in the making. On July 15, 2019, a Work Session was held to discuss the latest draft of the Sustainable Land Care Policy. During the work session members of Council, Advisory Board members, and City residents were allowed to comment on the document.

City staff incorporated these comments into an updated draft of the Sustainable Land Care Policy. The memo summarizing the incorporated comments and the edited draft of the Sustainable Land Care Policy are attached for Council's review. City staff recommends that this draft of the Sustainable Land Care Policy be approved by Council. Mr. Jason Martin will be available during the meeting to answer questions.

Attachments:

[Memorandum, J. Martin, 08/07/2019.pdf](#)

[Sustainable Land Care Policy.pdf](#)



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

M E M O R A N D U M

Date: August 7, 2019
To: Nicole Ard, City Manager
From: James Sterling, Director of Public Works
Via: Jason Martin, Environmental Coordinator
Regarding: City Council Work Session comments on the Sustainable Land Care Policy

Background

On July 15, 2019, the Greenbelt City Council held a work session to discuss the Sustainable Land Care Policy (SLP). The SLP is a document over a decade in the making that will guide the City in its land care practices on City owned and maintained property. During the work session members of City Council, City Advisory Board members, and City residents were allowed to comment on the latest version of the SLP. Those comments are summarized below.

- Insert background information mentioning the groups involved with formulating the document, staff, and environmental health.
- Clarify if the Sustainable Land Care Policy applies to areas shared with HOA's, GHI, etc. An example would be playgrounds.
- Insert specific language about reviewing and updating the Sustainable Land Care Policy on a regular basis.
- Add the word "benefit" in the sentence discussing wildlife under Plant Species section.
- Add specific information on numbers 4-6 of Site Analysis and Design section.
- Add "organically accepted chemical controls" to Organic Pest Management section in table.
- Include "least toxic" when describing what pesticides to use.
- Insert advance notice language to Public Notification section.
- Change language in Trees section to reflect the adoption of the Urban Forest Master Plan.
- Change "street trees" to "City trees" in Trees section.

Conclusion

City staff has accepted the comments mentioned above and edited the Sustainable Land Care Policy to reflect those comments. Attached is the revised Sustainable Land Care Policy for Council approval.

Sustainable Land Care Policy



City of Greenbelt
July 2019

Introduction

Sustainable land care means planting what will do well in regional climates, conserving water, using organic sources of nutrients, minimizing the use of pesticides, building soil health, and minimizing the impacts of polluted runoff.

Background:

The City of Greenbelt (City) has always been a leader in environmental stewardship. Founded in 1937 as one of America's first Planned Communities and "Garden Towns," the layout of the City was designed for sustainability and community interaction. Over the years, Greenbelt citizens have remained active in local greening efforts, and as a result, the City has retained much of its historic charm.¹

In 2007, the Greenbelt Advisory Committee on Environmental Sustainability (Green ACES) presented a request to City Council in favor of adopting organic land care practices. After several years of research and discussion between City Staff (Staff) and Greenbelt citizens, an initial draft of a Sustainable Land Care Policy emerged.²

This Sustainable Land Care Policy (Policy) builds upon the concepts of the initial draft by establishing operational guidelines that protect environmental health, promote staff safety, and make efficient use of municipal resources. The Policy is intended to be a living document that is reviewed on a regular basis and is updatable and adaptable to a variety of factors including: climate change, introduction of invasive pests and plants, passage of new regulations, and shifting research patterns.

Geography:

The City has a total land area of 6.34 square miles, of which 6.28 square miles are land and 0.06 square miles are water. Staff manages 515 acres of parkland, a 709 acre National Historic District, and numerous outdoor recreation amenities. Greenbelt is located within three sub-watersheds that drain into the Anacostia and Potomac Rivers.

Organization:

The Policy applies to all City-owned and maintained property such as playgrounds, except for specific areas that are governed by code under an alternative policy. For example, the Forest Preserve Management and Maintenance Guidelines, adopted by City Council in 2007, is the policy that governs the Greenbelt Forest Preserve pursuant to Chapter 12, Articles 8 and 9 of the Greenbelt City Code³.

The Policy applies to all Staff working within the City, including Public Works employees and contractors. The Policy will be implemented by trained, certified, and licensed Staff whose actions are regulated by the State of Maryland and the Environmental Protection Agency. Staff will have access to education resources that promote sustainable landscaping practices.

Areas of Consideration:

The Policy describes sustainable approaches for the following areas of consideration:

1. Site Analysis & Design
2. Plant Care
3. Athletic Turf
4. Watering
5. Trees
6. Invasive Species
7. Composting & Mulching⁴

Site Analysis & Design

The secret to successful landscape design and maintenance is through proper planning.

Site Analysis & Design:

The goal of Site Analysis & Design is to gather data and record observations about a landscape site. This information is utilized to develop landscapes that are sustainable and require minimal care. A Site Analysis & Design includes the following considerations:

1. Soil
2. Plant Species
3. Wildlife
4. Sunlight
5. Access
6. Water

Soil:

One of the first steps toward establishing a healthy landscape is an analysis of the soil structure and nutrient composition. Since Greenbelt's soil has been significantly altered—due to years of construction, agricultural practices, and other human activities—it's important to conduct thorough soil testing on a regular basis.

The City will adhere to the following methods in order to best maintain soil:

1. Soil testing of landscapes and athletic fields conducted in accordance with ASTM Standard D5435 – 13, *Standard Test Method for Diagnostic Soil Test for Plant Growth and Food Chain Protection*.⁵
2. Proposed soil, sediment and erosion alterations will be in compliance with mandatory requirements of Maryland Department of the Environment's *Standards and Specifications for Soil Erosion and Sediment Control*.⁶

Plant Species:

Plants that are properly matched with their surrounding environment have positive effects on the local ecosystem. Determining the “right plant for the right place” can reduce maintenance needs, simplify watering routines, and attract and benefit a diversity of wildlife.⁷ The City will employ the following principles when analyzing plant placement:

1. Preference given to native, non-invasive plants for restoration of natural areas—which have adapted to the conditions of the region, require less maintenance, and provide a deep root structure for capture of rain water runoff.
2. Utilize plants with proven pest and disease resistance for landscape and street trees.
3. Select plants that are tolerant to environmental pressures and conditions.
4. Select a diversity of plants—monocultures are prone to disease and insect infestation.
5. Preference to purchase plants from local nurseries that sustainably grow plant stock.

Wildlife:

Greenbelt is home to a diversity of wildlife. By mimicking natural ecosystems, local landscapes can provide shelter, nesting sites, food, and water sources for an abundance of species.⁸

Greenbelt Staff will utilize the following principles to attract and retain wildlife:

1. Develop diverse landscapes—different wildlife species have varying needs for survival. The more vibrant the landscape, the more wildlife it can expect to attract.
2. Design around existing trees or other significant vegetation—by linking plant areas together, a “habitat corridor” is created for wildlife to travel to and from natural areas

Sunlight:

Proper sunlight is critical to plant growth and health. All plants need sunlight but not all plants need the same amount or intensity of sunlight. Many landscaping areas in Greenbelt exist around buildings, by streets, and near mature trees. These objects can affect the amount, intensity, and duration of sunlight a plant receives.

The City will consider the following when selecting plant species for different landscaping areas:

1. Duration of sunlight, whether the area receives morning, afternoon, or all day sunlight.
2. Intensity of sunlight, midday and afternoon sunlight is more intense than morning sunlight.
3. Nearby objects can obstruct or intensify the effect of sunlight, buildings can block sunlight or reflect it, trees can reduce the intensity of sunlight, streets can raise the air temperature and dry out plants.

Access:

Proper access is needed to maintain landscaped areas. Care needs to be taken when using vehicles to mitigate soil compaction and plant damage when working in and around landscaped areas.

The City will take the following into consideration when selecting new landscaped areas and planting in existing landscaped areas.

1. Drought tolerant plants will be selected in areas that have no irrigation or are not easily accessed by a watering truck.
2. Trees will be planted far enough apart to allow vehicle access without damaging roots by soil compaction.

Water:

See page 9.

Additional Considerations:

A Site Analysis & Design can include a variety of professional recommendations. Greenbelt Staff will also consider, but not be limited to, the following directives:

1. Strive to reduce the amount of impermeable surfaces throughout the City—by choosing permeable surfacing options during design phases that promote improved storm water runoff quality.
2. Evaluate parking islands, and other similar areas near paved surfaces for conversion to storm water management entities—such as rain gardens.
3. Prohibit vehicle use in turf areas and tree protection zones—unless approved by the Public Works Department.

Plant Care

Sustainable plant care meets the needs of the present without compromising the needs of the future.

Plant Care:

All vegetation needs nutrients in order to thrive. Most plants can obtain these minerals through the soil and atmosphere, depending upon their location, age, and species. On occasion, it may be prudent, or even required, to consider additional land management practices.

Fertilizers:

Fertilizers are materials of natural or synthetic origin that supply essential nutrients to plants.⁹ Due to potential impact on the environment—including runoff into local waterways and buildup of excessive soil nutrient levels—the use of fertilizers is often not recommended.

With proper care of plants and soil, most landscapes can survive without additional inputs. However, if nutrients are missing from the soil, the growth rate of plants will be limited. The City will consider fertilizers in the following instances:

1. When establishing new plant beds and areas where the soil is nutrient deficient.
2. To invigorate growth of trees in decline, as determined by a Licensed Arborist.

Fertilizers will be employed only after a soil test has been conducted, and results indicate a lack of nutrients to sustain plant life.¹⁰ Maryland Nutrient Management regulations require soil testing prior to fertilizer application so the types and amounts are specific to correct deficiencies. With the proper management of soil, the use of fertilizers may be reduced or even eliminated in some circumstances. It is important to note that utilizing sources of nutrients that are renewable resources such as blended organic fertilizer is a viable means of supplying necessary plant nutrients.¹¹

The City will observe guidelines established under the *Maryland Nutrient Management Law*¹², including:

1. Staff that use fertilizer must be certified by the Maryland Department of Agriculture or work under direct supervision of certified persons.
2. No fertilizer applications within 15 feet of waterways or as specified by State Law.
3. Do not apply fertilizer between November 15 and March 1.

Pesticides:

Pesticides—which include insecticides, herbicides, and fungicides—are substances intended to prevent, destroy, repel, or mitigate pests.¹³ By their very nature, pesticides can harm the environment because they are designed to adversely impact living organisms.

The City recognizes that pesticides are valuable tools in protecting both human and environmental health. However, emerging research has linked a higher risk of adverse health effects to pesticide applicators. These risks can be mitigated by proper training, education, and the wearing of personal protection equipment (PPE).

By completing a Site Analysis & Design, many pest problems can be reduced. The following preventive measures will be implemented to diminish potential pest impacts:

1. Selection of plant species that are proven to be pest resistant.
2. Regular monitoring of landscapes to determine pest threats.
3. Conduct soil testing as needed to maintain healthy soil and disrupt pest population.
4. Inspect all new plant material orders to ensure they are insect and disease-free.

Integrated Pest Management (IPM) and Organic Pest Management (OPM) are two related valuable tools to assist the City in Pest Management.

Organic Pest Management	Integrated Pest Management
1) Preventing plant and pest problems.	1) Preventing plant and pest problems.
2) Identifying pests, beneficials and their ecology.	2) Identifying pests, beneficials and their ecology.
3) Regular monitoring of plants, pests, beneficials and practices that affect them.	3) Regular monitoring of plants, pests, beneficials and practices that affect them.
4) Taking action once pest exceeds threshold if necessary using an integrated approach utilizing physical, mechanical, cultural, biological, and organically accepted chemical controls.	4) Taking action once pest exceeds threshold if necessary using an integrated approach utilizing physical, mechanical, cultural, biological, and (as a last resort) the least toxic, most environmentally-friendly <u>chemical</u> controls.
5) Evaluating action, recordkeeping, continuing to monitor, and assessing the effect of pest management.	5) Evaluating action, recordkeeping, continuing to monitor, and assessing the effect of pest management.

The City will maintain City-owned and maintained property through OPM and IPM practices. **The City will follow OPM protocol until non-organic chemical controls are necessary.** If chemical controls are necessary, only the least toxic and most environmentally friendly pesticides will be used on City property. This rule applies to all maintenance done by City employees and to all City contracts.

These measures below are part of IPM a strategy that manages pest damage by the most economical means and least possible hazard to the environment.¹⁴ IPM uses several compatible techniques to achieve safe, long-term pest management:

1. *Cultural Controls* - Practices that reduce pest establishment, reproduction, and survival - healthy soil, proper watering, and sanitation.
2. *Biological Controls* - The use of natural enemies - predators, parasites, pathogens, and competitors - to control pest damage.
3. *Mechanical Controls* - Use of barriers to exclude pests and create unsuitable living conditions.
4. *Chemical Controls* - Use of pesticides, as a last resort, in combination with other approaches.

There are effective alternatives to the use of pesticides for most landscaping applications. As previously noted, NOFA has developed a standards-based approach to organic landscape maintenance that avoids the use of pesticides, while promoting a healthy landscape. When pesticides are considered, elements of the *NOFA Standards for Organic Land Care: Practices for Design and Maintenance of Ecological Landscapes* may be utilized.¹⁵ These proactive strategies aim to further enhance biodiversity, biological cycles, and soil biological activity; and include:

1. Minimizing known or suspected effects on human health and the environment
2. Minimizing persistence in the environment of the applied material
3. Maximizing material effectiveness to keep the amount and number of applications to a minimum.
4. Use naturally occurring materials where possible.

In some cases, Maryland Department of Agriculture (MDA) or other Government entities mandate the use of pesticides. Recent outbreaks of gypsy moth and emerald ash borer have resulted in a Federal Quarantine managed with a combination of insecticides.¹⁶

Unless mandated, Greenbelt will only apply pesticides as a last-resort control mechanism. The following guidelines will be employed:

1. Staff must be certified/licensed to use pesticides - or work under direct supervision of certified persons - according to Maryland's Pesticide Applicator's Law.¹⁷
2. Staff will abide by the EPA's list of banned chemicals.
3. Staff will wear proper PPE for the pesticide being applied.
4. No Pesticide use for aesthetic purposes unless action thresholds for plant health are met or exceeded as determined by a certified/licensed Pesticide applicator.¹⁸
5. Evaluation of current and future weather conditions to prevent drift.
6. Exceeding label rate of application is a violation of Federal Law.
7. Do not use within 15 feet of waterways; except for control of aquatic invasives where Staff will have an aquatic treatment license.
8. Disposal of infected plants must be conducted in accordance with Maryland Department of Agriculture standards.
9. Least toxic and most environmentally friendly products will be used first.
10. Whenever possible use natural occurring materials—with exception to instances involving threats to plant and public health, as well as public safety.

Public Notification:

Notification will be given on the appropriate City website 48 hours before application. Signs will be posted adjacent to application areas and remain posted for at least 48 hours after application of the pesticide. Notice on signs will include:

1. The company name (City of Greenbelt or vendor).
2. Phone number to contact in case of questions.
3. Date of application.
4. Common name of the pesticide used.

Other Considerations:

In addition to following mandatory guidelines set forth by the MDA regarding pesticide use, Greenbelt Staff have consulted the United States Environmental Protection Agency's list of *Banned or Severely Restricted Pesticides*¹⁹, the City of Takoma Park's *Safe Grow Act of 2013*²⁰, and the Northeast Organic Farming Association's *Standards for Organic Land Care, Practices for Design and Maintenance of Ecological Landscapes*²¹.

Athletic Turf

Managing athletic fields goes beyond cost and includes safety issues and uniform playing conditions.

Athletic Turf:

Athletic and utility-type turfs comprise a significant portion of the landscape in Greenbelt. These areas are key resources to the community as they contribute to open space, provide recreation opportunities, and add value to nearby properties.

Athletic turf requires a unique and deliberate maintenance plan, as it must adhere to safety standards of various sports programs. Greenbelt Staff will implement best management practices provided in the *Maryland Professional Lawn Care Manual*, including:

1. Establish mowing height of 2.5" to 3" to increase turf density.
2. Aerate and overseed fields in Spring and Fall to promote seed germination.

Due to heavy use, athletic turf can lack density and exhibit bare spots which allow weeds to germinate. Invasive species and broadleaf weeds pose significant safety challenges for athletes by eliminating a uniform playing surface. In order to maximize safety for users, Greenbelt staff will administer an Integrated Pest Management (IPM) strategy including:

1. Conduct soil testing as needed to determine turf health.
2. Based on soil results, administer application of blended organic fertilizer or pH products to promote turf growth.
3. Based on field assessment, administer applications of synthetic fertilizer only when the safety of playing field has been compromised.

Turf care is an emerging field of research. The University of Maryland established a Turfgrass Management Program and other scholars are conducting long range studies²² on sports turf resilience. As laws, trends, and new research evolve, the City will adapt its management strategies to meet community needs.

Watering

Water is a finite resource that must be protected and preserved.

Watering:

Maintaining a beautiful landscape often requires supplemental watering. Since many plants cannot sustain periods of dry weather, it is important to establish a conservation plan that considers amount, frequency, and flow of watering practices.

The use of water as a supplemental resource for plant health will be considered in the following situations:

1. To establish new plantings.
2. To care for annual plantings.

Applications of water will adhere to the following directives:

1. Drip irrigation systems are the preferred use to water annual plantings.
2. New perennials and trees will receive supplemental watering for Season 1, and will be evaluated for watering needs in Season 2.
3. Overhead watering systems are only acceptable when large areas of plants and trees show signs of drought stress. This practice should only be conducted on a short-term basis every 2 weeks until sufficient rainfall or water restrictions are imposed by the State of Maryland.

Runoff:

When rain hits hard surfaces like streets and sidewalks, it channels into storm drains and nearby water sources. This water eventually ends up in the Chesapeake Bay and brings with it debris, chemicals, and other pollutants.

Reducing storm water runoff improves water quality by preventing pollutants from reaching waterways and taking stress off of drainage systems. Considerations for handling runoff in Greenbelt include:

1. Conduct quarterly water sampling as required by the *Maryland Department of Environment's Municipal Separate Storm Sewer System (MS4) Permits*.
2. The use of rain barrels and cisterns that can supply water for annual planting needs.
3. Construction of rain gardens and riparian buffers to filter storm water runoff.
4. When it improves runoff, choosing pervious surfaces—which allow the movement of storm water through the surface—for new Capital Projects.²³

Trees

Trees are a valuable asset to community landscapes that must be functional, visually pleasing, environmentally friendly, and maintainable.

Trees:

More than 2468 acres, or 62%, of Greenbelt are covered by tree canopy, while an estimated 23% of the City can support additional trees.²⁴ Urban tree canopy (UTC) provides many benefits—improved water quality, reduced air pollution, enhanced property value, wildlife habitat, control of “heat island effect,” and aesthetic benefits.

The City is developing plans to increase canopy coverage and improve maintenance systems of Greenbelt’s trees. In 2013, the City conducted a *Street Tree Inventory* that used GIS software to map and retrieve data about right-of-way street trees.²⁵ The City has adopted an *Urban Forest Master Plan* developed by Davey Resource Group to ensure a safe, attractive, and sustainable tree canopy²⁶.



The following guidelines will be implemented to protect and enhance tree canopy:

1. All City trees will be regularly monitored and inspected by the City Arborist for symptoms of stress, disease, pests, and physical damage.
2. The *Street Tree Inventory* will be updated to reflect new plantings, hazard trees, and tree removals.
3. No tree will be removed or pruned without permission of the City’s Certified Arborist.
4. City trees posing hazard to public safety will be pruned or removed as needed.
5. New trees will be planted in accordance with
 - a. *Prince George’s County Landscape Manual*.²⁷
 - b. Greenbelt Advisory Committee on Trees’ *Recommended Trees for Use Under Power Lines* and *Recommended Tree Species Appropriate for Greenbelt Parks*.²⁸
 - c. City of Greenbelt’s *Tree Master Plan*.
6. Tree protection zones will be established around new plantings and large established tree areas that require protection from foot and vehicle traffic.

Invasive Plant Species

Invasive plants impede recreational activities and have enormous effects on labor costs and the environment.

Invasive Species:

Invasive species are one of the leading causes of environmental degradation and loss of biological diversity worldwide. As global travel has introduced species to new areas, these non-native plants can be invasive and often alter natural habitats with disastrous consequences on the environment.

Taking action against invasive plants involves significant consideration of available tools and techniques, as well as site conditions and impact on the environment. The goal of invasive management should be to restore the landscape with minimal impact to people, non-target plants, wildlife, and the environment.

The City will control invasive plants utilizing the following directives:

1. Preference given to native plants when establishing new plant beds.
2. Positive identification of invasives listed in the *Plant Invaders of Mid-Atlantic Natural Areas* before treatment is administered.²⁹
3. Mechanical removal of invasive plants is the preferred method of control. When it is not feasible due to cost or labor availability, targeted applications of approved herbicides can be used in accordance with Maryland's *Pesticide Applicator's Law*.
4. Maintain participation in *Maryland Invasive Species Council*.³⁰

Areas of land that should be prioritized to receive treatment for invasive species include:

1. Tracts of land which are being reforested.
2. Sites where an invasive species appears which was not previously present in Greenbelt.
3. Edges of tracts where invasive species are established or sites that were recently disturbed.
4. Parks and other natural areas with high public visibility and usage.
5. High value wildlife habitats.

Composting & Mulching

Composting and mulching is the single most important action that sustainable gardeners do to create low-maintenance, healthy gardens.

Composting:

Compost is organic matter that has been decomposed and recycled as a fertilizer or soil amendment. Interest in composting programs has grown recently as landfill space decreases. Each American produces on average 2.37 pounds of compostable and recyclable material daily.³¹

Composting keeps excess materials out of landfills, which reduces the amount of methane released into the atmosphere. Some additional benefits of a composting program include:

1. Enriches soil, helping retain moisture and suppressing plant diseases and pests.
2. Reduces the need for fertilizers.
3. Provides cost savings over conventional soils
4. Community engagement in “green” initiatives
5. CO₂ sequestration and methane reduction

The City encourages composting at all scales and supports the following efforts:

1. *Backyard Composting* – Citizens establish compost piles by purchasing compost bin or building an enclosure.
2. *Community Composting* – City partners with community groups to establish compost bins and to help with composting programs. Public Works maintains community compost area where employees contribute lunch scraps.

When applicable, the City will use compostable materials from community composting programs to enhance soils and encourage new plant growth.

Mulching:

The use of mulches in landscape provides several benefits to plants and trees. Mulch can retain 21% more moisture in landscape beds and also keep soil temperature 10° cooler. In addition, mulch can suppress weeds and provide a habitat for soil organisms.

The City recognizes the benefits of mulching and will employ the following directives:

1. Mulch should be used around the base of new plants, shrubs, and trees where applicable.
2. Layering organic mulches (compost, leaves) is suggested in conjunction with wood chips and shredded hardwood.
3. Mulch layers should comply with Prince Georges’ County planting standards.³²
4. Mulch should be raked, re-spread, or removed on an annual basis.



Conclusion

Sustainability is not an exercise in sacrifice today, but represents an opportunity of choice and prosperity for both today and tomorrow.

The *Sustainable Land Care Policy* is the culmination of planning and collaboration between the City, multiple citizen advisory groups, and external partners. The Policy is designed to create attractive landscapes that are in balance with the local environment and require minimal resource inputs. Sustainable land care is “functional, cost-efficient, visually pleasing, environmentally friendly and maintainable.”³³

Sustainable land care is not a new concept. Environmental awareness movements of the 1960s spawned a host of landscape design firms with a focus of “green” and “eco-friendly” practices.³⁴ Greenbelt has always been at the forefront of environmental sustainability—it was founded as one of three “green” towns planned in 1935 under the United States Resettlement Administration (along with Greendale, Wisconsin and Greenhills, Ohio).³⁵

Greenbelt is fortunate to benefit from State leadership, as Maryland is pioneering efforts to achieve sustainability. As the Department of Natural Resources has stated, “a sustainable future is one in which our children have options, are able to meet their needs, and enjoy prosperity. What we do or fail to do today will affect the ability of our children to make a sustainable future for their children.”³⁶

The City of Greenbelt is committed to doing its part to realize these opportunities. The *Sustainable Land Care Policy* is the roadmap to achieving a sustainable future. As a living and updatable document, the City looks forward to reviewing the directives contained within on an as needed basis.

References and Footnotes

-
- ¹ Green Aces, “Sustainability Plan Framework”, 2013.
 - ² “Public and Environmental Health Issues Regarding Pesticide Use and Recommendations for Adoption of Organic Land Care and Organic Pest Management (OPM) Practices for Greenbelt,” GreenACES, 2007.
 - ³ Examples include City Code, Greenbelt Department of Planning & Community Development; and playground safety regulations.
 - ⁴ Framework for areas of consideration established in “Draft Copy for Discussion – Sustainable Land Care Policy, ACT Revised Copy,” Advisory Committee on Trees, 2013.
 - ⁵ “Standard Test Method for Diagnostic Soil Test for Plant Growth and Food Chain Protection,” ASTM, 2013.
 - ⁶ “Maryland Standards and Specifications for Soil Erosion and Sediment Control,” Maryland Department of the Environment Water Management Administration, 2011.
 - ⁷ “Sustainable Lawn & Landscape Practices for Communities,” Chicago Metropolitan Agency for Planning, 2012.
 - ⁸ “Designing Neighborhoods for People and Wildlife,” American Society of Landscape Architects, 2012.
 - ⁹ “Fertilizer,” <https://en.wikipedia.org/wiki/Fertilizer>, 2015.
 - ¹⁰ Soil testing will be performed by University of Maryland Extension approved vendors, https://extension.umd.edu/sites/default/files/images/uploaded/SoilLabComparison_10-15-2014.pdf
 - ¹¹ Synthetic Fertilizers are man-made, inorganic compounds. Organic fertilizers are derived from natural sources and provide nutrients and improved soil quality.
 - ¹² “Maryland Nutrient Management Law,” Maryland Department of Agriculture, 2013 (or latest edition).
 - ¹³ “Pesticides,” United States Environmental Protection Agency, 2014.
 - ¹⁴ “Integrated Pest Management,” EPA, www.epa.gov/pesticides/factsheets/ipm.htm, 2014.
 - ¹⁵ Northeast Organic Farming Association, <http://www.organiclandcare.net>.
 - ¹⁶ “Plants/Pests,” Maryland Department of Agriculture, mda.maryland.gov/plants-pests/Pages/default.aspx.
 - ¹⁷ “Pesticide Regulation,” Maryland Department of Agriculture, http://mda.maryland.gov/plants-pests/pages/pesticide_regulation.aspx.
 - ¹⁸ Action thresholds refer to the determined number of pests or level of pest damage required before action is necessary, as defined by the USDA National Institute of Food & Culture, Cooperative Extension System.
 - ¹⁹ “Banned or Severely Restricted Pesticides,” <http://scorecard.goodguide.com/chemical-groups>
 - ²⁰ “Safe Grow Act of 2013,” City of Takoma Park, 7/25/2013.
 - ²¹ NOFA, “Standards for Organic Land Care, Practices for Design and Maintenance of Ecological Landscapes,” 1/2011.
 - ²² “Researchers planting for 20-year study of sports turf resilience,” PHYS.org, <http://phys.org/news/2015-06-year-sports-turf-resilience.html>, 2015.
 - ²³ “Permeable Paving,” Wikipedia, https://en.wikipedia.org/wiki/Permeable_paving, 9/29/2015.
 - ²⁴ “A Report on the City of Greenbelt’s Existing and Possible Urban Tree Canopy,” University of Vermont, 2/22/2009.
 - ²⁵ “Street Tree Inventory for the City of Greenbelt,” City of Greenbelt Public Works, Fall 2013.
 - ²⁶ “Greenbelt Urban Forest Master Plan,” Davey Resource Group, November 2018.
 - ²⁷ “Prince George’s County Landscape Manual,” Maryland National-Capitol Park & Planning Commission, 2010.
 - ²⁸ “Recommended Tree Species Appropriate for Greenbelt Parks,” Report to the City Council, 2/16/2016.

References and Footnotes

- ²⁹ “Plant Invaders of Mid-Atlantic Natural Areas,” National Park Service, 2014.
- ³⁰ “Maryland Invasive Species Council, <http://www.mdinvasivesp.org/>.
- ³¹ “Municipal Solid Waste,” Environmental Protection Agency, <http://www3.epa.gov/epawaste/nonhaz/municipal/>, 6/25/2015.
- ³² “Prince Georges’ County Specifications and Standards for Roadways and Bridges,” 2012.
- ³³ “Sustainable Landscaping,” Colorado State University Extension, <http://extension.colostate.edu/publications-2/>, 2015.
- ³⁴ “Meet the Pioneers of Sustainable Design,” Forbes, <http://www.forbes.com/sites/rahimkanani/2014/01/16/meet-the-pioneers-of-sustainable-design/>, 1/16/2014.
- ³⁵ “New Deal City”, Sue Halpem, Mother Jones, <http://www.motherjones.com/politics/2002/05/new-deal-city>, 6/2002.
- ³⁶ “Our Common Future: Toward Sustainable Development,” <http://www.un-documents.net/ocf-02.htm>, United Nations, 1987.

City Council Agenda Item Report

Meeting Date: August 12, 2019

Submitted by: David Moran

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

Approval of Community Development Block Grant Application for PY 45R

Suggested Action:

Reference: Application

On July 2, the Prince George's County Department of Housing and Community Development announced the availability of reprogrammed Community Development Block Grant (CDBG) funds for Program Year 45R (7/1/19-6/30/20). Applications were due on July 29, 2019.

Staff submitted "Franklin Park Sidewalk and Street Improvements" as the project for PY 45R. This project proposes to replace failing sidewalk sections and curb and gutter along Cherrywood Lane from Breezewood Drive to Greenbelt Metro Drive. This project also includes needed base repair, driveway aprons, ADA compliant ramps and installation of concrete bus pads and landscaping improvements as needed. Staff is seeking \$111,268 for this project.

It is recommended Council approve submission of the PY 45R Application as outlined above. It is further recommended that Council authorize the Mayor and/or City staff to execute any PY 45R CDBG Agreements and all other necessary documents in order to accept and implement this grant award.

Attachments:

[PY 45R Application.pdf](#)

Community Development Block Grant - Checklist

Date Submitted: July 29, 2019

Submitted By: David E. Moran Title: Assistant City Manager

Organization: City of Greenbelt

Project Title: Franklin Park Sidewalk and Street Improvements

REQUIREMENTS

Please check to indicate the documents that are attached.

1.	Checklist	<u>X</u>
2.	Project Readiness	<u>X</u>
3.	Application Form pages 2-20	<u>X</u>
4.	Conflict of Interest Statement	<u>X</u>
5.	Organizational Chart	<u>X</u>
6.	Agency's 501(c) (3) Certification	<u>N/A</u>
7.	Certificate of Liability Insurance	<u>X</u>
8.	List of Current Board of Directors	<u>X</u>
9.	Board of Directors' Authorization to Submit Request	<u>X</u>
10.	Articles of Incorporation, Bylaws and related Amendments	<u>N/A</u>
11.	Financial Statement or most recent Audit	<u>X</u>
12.	Resumes of Staff to carry-out activity	<u>X</u>
13.	Resume of Fiscal Officer	<u>X</u>
14.	Current Certificate of Good Standing from State of Maryland	<u>N/A</u>
15.	Support Letters	<u>N/A</u>
16.	Commitment Letters (Commitment for Funding)	<u>N/A</u>
17.	Three-hole punch, and binder clip one (1) original and; two (2) copies of your total package	<u>X</u>

EXHIBITS: *(Provide photos of site as evidence of site control, if for sale housing, market value/comps; if rental—a Summary of target tenant population; if street improvement -- before photos)*

18.	Exhibit 1A – Environmental Information Checklist (if applicable)	<u>X</u>
19.	Exhibit 1B – Section 3 Form (Action Plan)	<u>X</u>
20.	Exhibit 1C – Concrete Quantity Report (if applicable)	<u>X</u>
21.	Exhibit 1D – Business Participation Table (If Applicable)	<u>N/A</u>
22.	Exhibit 1E – Bituminous Concrete Quantity Report (if applicable)	<u>X</u>

County agencies should only submit documents 1, 2, 3, 4, 15, 16, 18 and 19.

FOR DHCD/CPD STAFF USE ONLY

PROGRAM COMPONENT:

- ☐ Affordable Housing
- ☐ Economic Development
- ☐ Public Facilities and Infrastructure Improvements

Project Readiness Form

To help you determine your agency's readiness to apply for CDBG funding, please answer the following questions:

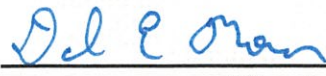
Questions	Yes	No	Unknown
1. Is this application on behalf of a municipality or local government agency?	X		
2. Is your agency certified by the Internal Revenue Service as a 501(c)(3) organization?		N/A City	
3. If not certified as a 501(c)(3), has your organization filed a Form 1023 Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code?		N/A City	
4. Has your organization registered with the Maryland Office of the Secretary of State, Charitable Organizations Division, as a non-profit organization?		N/A City	
5. Has your organization operated for more than three (3) years?	X		
6. Has your agency applied for funding from other Federal sources?	X		
7. Does your agency have a full-time Executive Director?		N/A City	
8. Does your agency have full-time staff to administer programs?	X		
9. Does your agency have a written Procurement Policy?	X		
10. If so, is your Procurement Policy in compliance with OMB Uniform Guidance Part 215.40?	X		
11. Does your organization have a written Drug-Free Workplace Policy?	X		
12. Does your agency have sufficient operating funds to begin the proposed project on July 1 st of next year, but can wait as long as six months later for your first reimbursement of project expenses?	X		
13. Does your organization have a Board of Directors?	City Council		
14. Will your agency be able to provide a Certificate of Liability Insurance naming Prince George's County as a Certificate Holder and an Additional Insured?	X		
15. Is this project an existing activity that has received CDBG funding in prior years?	X		
16. Is this project an expansion activity?		N/A City	

If you answered "No" or "Unknown" to three or more questions, request technical assistance from the Community Planning and Development (CPD) staff member or Office of Risk Management (*if applicable*) assigned to the activity category that matches your proposed project. Contact CPD and/or the Office of Risk Management at least two weeks prior to the proposal submission deadline date. See instructions page

**Prince George's County Maryland
Department of Housing and Community Development
Community Development Block Grant
Funding Application - Program Year (PY) 45R**

Project Overview

A separate Funding Application should be submitted for each project or project activity for which funding is requested

Name of Submitting Organization/Municipality: (Required) City of Greenbelt	Federal Tax ID Number For Organization: (Required) 52-6000793
DUNS Number For Organization: (Required) 077788933	
Address of Organization: (Required) 25 Crescent Road	
Telephone Number: (Required) 301-474-8000	2 nd Telephone Number:
Fax Number: 301-441-8248	Email Address: dmoran@greenbeltmd.gov
Project Title: (Required) Franklin Park Sidewalk and Street Improvements	
HUD Matrix Code (Required): 03K	
Amount of CDBG Funding Requested: (Required) \$111,268.00	
County Councilmanic District of Agency: (Required) 4th	
County Councilmanic District of Project: (Required) 4th	
Agency Person Who Will Be Administering The Project, If Funded: (Name, Title, Address, Telephone Number and E-mail Address) (Required) David E. Moran, Assistant City Manager, address & phone listed above, dmoran@greenbeltmd.gov	
Signature Of Executive Director, Chief Executive Officer Or Municipal Official Authorizing This Application: (Required)  (Signature) David E. Moran, Asssistant City Manager Please Print or Type-Name and Title 7/29/19 (Date)	
For Office Use Only: ☐ Logged / / ☐ Reviewed: _____ Assigned: _____ ID No. _____	

Please Note: Nonprofit organizations applying for CDBG funds must provide a copy of their IRS 501(c)(3) Tax exemption letter.

Part I - Project Summary

Name of Project to be funded:

Franklin Park Sidewalk and Street Improvements

Provide a brief summary description of the project. (100 words or less)

Reconstruction of sidewalk and street sections along Cherrywood Lane from Breezwood Drive to Greenbelt Metro Drive. This project will remediate trip hazards including uneven sidewalks and make the area more accessible.

This project will include curb and gutter repair/replacement, base repair, sidewalk and driveway apron replacement, handicapped/ADA access ramps and concrete bus pads as appropriate. This project will benefit approximately 6,640 residents in a low/moderate income area.

PART II - Meeting a National Objective (*check one*)

Benefitting Low/Moderate Income Persons

☐ L/M Income Limited Clientele

☐ L/M Income Job

☒ L/M Income Area Benefit

☐ L/M Income Housing

Preventing or eliminating slums or blight (as defined by County Code page 6 of instructions is not being accepted at this time.

PART III - Meeting the County's Goals and Objectives (*check one*)

Availability/Accessibility of Decent Housing (DH 1)

Goal 1: To stabilize and increase housing opportunities for 5,540 (based on our 5-year Consolidated Plan) low and moderate-income households, homeless individuals and families, persons at risk of becoming homeless and non-homeless persons with special needs. Our annual goal is 969.

DH 1.1 - Assist homeless persons to obtain permanent housing.

DH 1.1 - Assist persons at risk of becoming homeless to obtain affordable housing.

DH 1.1 - Assist persons with special needs to obtain affordable housing.

DH 2.1 - Increase affordable housing options for low and moderate-income households.

DH 3.1 - Retain the affordable housing stock.

Availability/Accessibility of Suitable Living Environment (SL 1)

Goal 2: To improve the safety and livability of neighborhoods for principally 189,975 low and moderate-income persons. Our annual goal is 37,995.

SL 1.1 - Improve or expand needed public services for low and moderate-income residents.

☒ SL 3.1 - Improve or expand public facilities and infrastructure(s) in areas with high concentrations of low and moderate-income.

Creating Economic Opportunities (EO 1)

Goal 3: To support employment opportunities for low and moderate-income persons, small businesses, and community revitalization activities by creating and/or retaining 230 jobs and assisting 660 small businesses. Our annual goal is to create or retain 46 jobs and assist 177 small businesses.

EO 1.1 - Expand access to employment opportunities for low and moderate-income residents.

EO 2.1 - Increase affordable options for new and existing businesses.

EO 3.1 - Support community revitalization strategies that will stabilize and expand small businesses (including micro-businesses).

PART IV - Program Objectives and Project Beneficiaries

Affordable housing Project:

Number of individuals or households that will benefit from the project:

Street address of project:

Economic Development Project:

Provide the number of jobs that will be created and/or retained: _____

Provide the number of businesses to be assisted: _____

Provide the street address for each location to be assisted with CDBG funds

Provide the census tract and block group numbers, if known:

Percentage of low and moderate income persons or households, if known: _____%

Note: See Exhibit 1-C for Façade Improvement Project

Public Facilities and Infrastructure Improvement Project:

Number of individuals or households that will benefit from the project:

6,640 individuals

Street address of project:

Cherrywood Lane from the intersection of Breezewood Drive to the intersection of Greenbelt Metro Drive.

Provide the census tract and block group numbers, if known:

8067.13 Block Group 1 & 2

8067.14 Block Group 1 & 2

PART V – Organization Experience and Capacity

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 capacity to implement the proposed plan and is consistent with County goals.

Note: New organizations are encouraged to enter into partnerships with more experienced groups and/or obtain qualified consultants to help implement the project.

Organization Background:

1. List the date your organization was incorporated: 1937
2. Number of current paid staff in your organization: Full-time: 235.7 Part-time:
3. Number of paid staff currently with your organization who will work on the project, provide copies of resumes: Full-time: 5 Part-time:
3. Number of new staff that will be hired to work on the project, if funded, provide copies of job descriptions:
Full-time: 0 Part-time:
5. Provide a brief narrative on the types of activities undertaken by the organization, and, if appropriate, the success in carrying out the activity for which funding is requested.
The City is a full service municipality providing public safety, public works, social services, recreation & parks, planning & code enforcement and administrative programs/services.
6. Will a consultant(s) or contract staff be hired to help implement the project?
No ☒ Yes ☐
If "yes" please explain the services the consultant or contract staff will offer and identify the sources of funds.

Please describe your process for selecting your Consultant.

Note: Consultant agreements are subject to the approval of the Department of Housing and Community Development.

PART V – Organization Experience and Capacity (continued)

7. Describe your organization's fiscal management disbursement methods, financial reporting, recordkeeping and accounting procedures.

The City has a Treasurer who is a CPA. The City adheres to GASB standards and practices. We conduct an annual single audit in compliance with OMB Circular A-133.

8. Indicate whether the organization has adequate insurance. Insurance coverage for General Liability, Automobile Liability, Workman's Compensation and Fire Insurance is required.

The City maintains the insurance coverage listed above in amounts that meet the statutory requirements.

9. Describe plans to use other funds for the program. In this section only describe funds that are secured. Provide the source of funds amounts, period covered and how these funds will be used. Intent to apply for matching funds does not constitute a match. Attach commitment letters from other funding sources.

This project requires and consumes significant City staff resources for project planning, management and administration. These staff resources are fully funded by the City.

10. Describe plans to seek new funding to supplement CDBG funding.

The City continually looks for grant opportunities to supplement CDBG funding.

PART V – Organization Experience and Capacity (continued)

Funding History Information

Use this section to provide an account of the revenue of your organization for the past three years and a current year projected budget.

Funding Cycle	2017	2018	2019	Projected 2020
Revenue				
City	\$23,287,186	\$24,122,819	\$25,259,000	\$26,704,800
County	\$379,239	\$413,589	\$408,600	\$408,600
State	\$627,506	\$580,068	\$578,000	\$594,900
Federal	\$191,856	\$107,775	\$67,000	\$67,000
Fees Charged	\$2,293,509	\$2,237,164	2,239,800	\$2,274,500
Fundraising	N/A – City	N/A – City	N/A – City	N/A – City
Donations	N/A – City	N/A – City	N/A – City	N/A – City
In-Kind	N/A – City	N/A – City	N/A – City	N/A – City
Other	\$1,155,183	\$1,056,341	\$1,329,300	\$1,120,800
Total Revenue	\$27,934,479	\$28,517,755	\$29,881,700	\$31,170,600

PART VI – Organization Collaboration (Priority Points)

Priority will be given to activities that are integrated with other community service projects and provided in collaboration with other service providers.

1. Are there plans to enter into a partnership with any other organization(s) to undertake this project? Yes ☐ No ☒

If “yes,” please list the organization (s) and their contribution(s).

If “no,” explain why not.

This is an infrastructure project for a City street.

2. Is this proposed project coordinated with or a part of any ongoing housing or community development program(s) or activity(s)? Yes ☐ No ☒

If “yes,” explain how.

3. Will the services of the project be coordinated with other services in the community?

Yes ☐ No ☒

If “yes” explain how.

4. Does the project need Federal funds after FY 2020? Yes ☐ No ☒
If so, how much? \$ _____ For how long? _____
Why is continued funding needed?

PART VII – Outcome and Performance Measures

Describe the services or activities to be completed and estimate the number of persons to be assisted. Persons to be assisted should be described in terms of age, gender, ethnicity and income level. Activities may include construction or rehabilitation work, direct client services, or administrative functions carried out by an agency.

The City will reconstruct a portion of Cherrywood Lane including approximately: 8,897 square feet of sidewalk, 888 linear feet of curb and gutter and 920 square feet of new handicapped ramps with detectable warnings, 148 square yards of driveway aprons and 150 square yards of base repair.

The project serves the Franklin Park community of 6,640 individuals (2010 Census Data).

How will you measure the outcome of the proposed project to ensure that at least 51% of the population benefiting, fall within the low to moderate income guidelines?

According to 2010 Census Data, the neighborhood and census tracts (8067.13 & 8067.14) exceed the 51% low and moderate income threshold.

PART VIII - FY 2020 CDBG BUDGET (Use this form ONLY)

INSTRUCTIONS: The following budget information is only for the **project** which your organization is requesting funds. You should not include your organization's total operating budget.

In Column A: List the titles of all positions to be funded in whole or in part with CDBG funds.

In Column B: For each employee shown in column A, list the total hours per week to be spent on the CDBG project over the total hours worked in a week. For example, a staff person who works full-time on the project would be shown as 40/40, while an employee who works part-time (for example, 10 hours per week) on the project would be shown as 10/40.

In Column C: Show the hourly rate to be paid for each position. For similar positions with different hourly rates (due to length of service, for example), either use different lines for each staff person, or use the highest rate for the position title.

In Column D: Show the total CDBG budget for this line item (hourly rate times the number of CDBG hours).

In Column E: Show other project funds that will be allocated to each line item. This includes other funds such as grants from other governmental agencies or private foundations, or general operating funds provided by the organization.

In Column F: Provide the name(s) of other sources of funding associated with "other" funds listed in Column E.

Under the **FRINGE BENEFITS** section, show the percent to be applied for each line item under column C. Multiply this percentage by the total salaries for each fringe item.

The **TOTAL SALARIES & BENEFITS** line should be the subtotal of all costs shown in Parts I, II and III. This figure will be included in the **GRAND TOTAL** under Part IV.

NOTE: Not all line items may apply; only fill in costs for those that apply.

[THIS SECTION INTENTIONALLY LEFT BLANK]

PART VIII -continued FY 2020 CDBG BUDGET (Use this form ONLY)

A	B	C	D	E	F
I. PERSONNEL COSTS					
SALARIES (List all positions to be assigned to this project)	CDBG HRS./ TOTAL HRS. PER WEEK	HOURLY RATE	TOTAL CDBG	OTHER FUNDS	NAME SOURCE OF OTHER FUNDS
	/	\$	\$	\$	
	/	\$	\$	\$	
	/	\$	\$	\$	
	/	\$	\$	\$	
	/	\$	\$	\$	
	/	\$	\$	\$	
	/	\$	\$	\$	
TOTAL SALARIES			\$	\$	

	PERCENT	TOTAL CDBG	OTHER FUNDS	NAME SOURCE OF OTHER FUNDS
II. FRINGE BENEFITS				
Retirement Contributions	%	\$	\$	
Health Insurance Premiums	%	\$	\$	
Life Insurance	%	\$	\$	
Vacation & Sick Leave	%	\$	\$	
TOTAL FRINGE BENEFITS	%	\$	\$	
TOTAL SALARIES & BENEFITS		\$	\$	

	TOPIC	HOURLY RATE	TOTAL CDBG	OTHER FUNDS	NAME SOURCE OF OTHER FUNDS
III. CONSULTANTS (If any)					
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTAL CONSULTANTS			\$	\$	

PART VIII -continued FY 2020 CDBG BUDGET (Use this form ONLY)

IV. PRE-DEVELOPMENT	TOTAL CDBG	OTHER FUNDS	NAME SOURCE OF OTHER FUNDS
Architect	\$	\$	
Survey	\$	\$	
Civil Engineering	\$	\$	
Appraisal	\$	\$	
Market Study	\$	\$	
TOTAL PRE-DEVELOPMENT			

V. DEVELOPMENT/CONSTRUCTION OR REHABILITATION	TOTAL CDBG	OTHER FUNDS	NAME SOURCE OF OTHER FUNDS
Land Acquisition	\$	\$	
Construction Costs			
General Requirements			
Other			
TOTAL DEVELOPMENT/CONSTRUCTION OR REHABILITATION	\$	\$	

VI. INFRASTRUCTURE IMPROVEMENTS (If applicable)	TOTAL CDBG	OTHER FUNDS	NAME SOURCE OF OTHER FUNDS
Planning/Engineering	\$	\$	
Improvements:	\$	\$	
Milling, Paving, Curbs, Gutters, Driveway Aprons	\$ 57,886	\$	
Lighting	\$	\$	
Other - <i>Sidewalk</i>	\$ 53,382	\$	
	\$	\$	
TOTAL INFRASTRUCTURE IMPROVEMENTS	\$ 111,268	\$	

PART VIII – (continued) FY 2020 CDBG BUDGET (Use this form ONLY)

VIII. OPERATING EXPENSES	TOTAL CDBG	OTHER FUNDS	NAME SOURCE OF OTHER FUNDS
Office Rent	\$	\$	
Audit & Accounting	\$	\$	
Books & Publications	\$	\$	
Personnel Training	\$	\$	
Insurance	\$	\$	
Legal	\$	\$	
Local Mileage	\$	\$	
Office Supplies	\$	\$	
Postage	\$	\$	
Office Telephone	\$	\$	
Utilities: (List Separately)	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
TOTAL OPERATING COSTS	\$	\$	
GRAND TOTAL	\$ 111,268	\$	

1. Funding recipients must meet federal audit requirements as outlined in OMB Circular A-133. Federal funds may be used to help pay for such an audit. (For a copy of A-133, contact your accountant or access it here: http://www.whitehouse.gov/omb/circulars_default/)
2. The purchase of equipment, fixtures, motor vehicles, furnishings, or other personal property not an integral structural fixture is generally ineligible. (OMB Omni Circulars – 2CFR Part 215, 220, 225 and 230)

IMPORTANT NOTICE FOR APPLICANTS

Every year, the demand for CDBG funds exceeds the amount of money available. Prince George's County is therefore committed to funding projects that are ready to proceed immediately after funds are available and those prepared to spend the approved funds within a twelve month period. Unspent funds remaining at the end of the subgrantee agreement term may be recaptured. Plan your projects accordingly.

Please be aware that even if your project is approved, it may be recommended at a lower level of funding than requested. Please develop contingency plans for smaller CDBG awards.

Finally, these funds, if awarded, are NOT an ongoing source of operating support. Even if your organization receives funding in year one, there is no guarantee that approved projects will receive funding in subsequent years.

PART IX - Supplemental Budget

1. List any prior CDBG funds received.

	Funded Amount	Unexpended Amount	Explain Unexpended Amount
PY 41	\$75,000	\$0	
PY 42	\$116,250	\$0	
PY 43	\$0	\$0	
PY 44	\$128,240	\$0	
PY 45	\$140,835	\$140,835	Awaiting HUD approval and executed Agreement.
Totals	\$460,325	\$140,835	

2. **VERY IMPORTANT:** Explain, in detail, how you will continue this project if CDBG funds are no longer available. ***(Even if this is a first year request, please provide a financial plan of action to be undertaken once CDBG funds are no longer available).***

This is a public infrastructure project with one-time costs. The City will not be able to complete this project without these funds.

PART X - Activity Schedule

Provide Projected Implementation and Drawdown Schedules. Show expenditures of CDBG Funds, only. Do Not Show expenditures from other sources.

	First Quarter			Second Quarter			Third Quarter			Fourth Quarter		
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
Funds Expended												
List of Tasks												
1.Environmental Review			X	X								
2. Procurement					X	X	X					
3.Recieve Operating Agreement								X	X			
4.Sidewalk and street Reconstruction										X	X	X
5.												111,268
6.												
7.												
8.												
9.												
10.												
11.												
12.												

Part X- (continued) Activity Schedule II

(Complete this page for construction projects that may extend to 18 months)

	Fifth Quarter			Sixth Quarter		
	July	Aug	Sept	Oct	Nov	Dec
Funds Expended						
List of Tasks						
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						

CONFLICT OF INTEREST QUESTIONNAIRE

Federal, State and Local law prohibits employees and public officials of the Prince George's County Government from participating on behalf of the County in any transaction in which they have a financial interest. This questionnaire must be completed and submitted by each applicant for Community Development Block Grant (CDBG) funding. The purpose of this questionnaire is to determine if the applicant, its staff, or any of the applicant's Board of Directors would create conflict of interest.

1. Is there any member(s) of the applicant's staff or any member(s) of the applicant's Board of Directors or governing body who currently is or has/have been within one year of the date of this application a County employee or consultant, or a member of the Prince George's County Council?

Yes ☐ No ☒

If yes, please list the names(s) below:

_____	_____
_____	_____

2. Will the CDBG funds requested by the applicant be used to award a subcontract to any individual(s) or business affiliate(s) who currently is or has/have been within one year of the date of this application a County employee, consultant, or a member of the Prince George's County Council?

Yes ☐ No ☒

If yes, please list the name(s) below:

_____	_____
_____	_____

3. Is there any member(s) of the applicant's staff or member(s) of the applicant's Board of Directors or other governing body who are business partners or family members of a Prince George's County employee, consultant, or a member of the Prince George's County Council?

Yes ☐ No ☒

If yes, please list the name(s) below:

_____	_____
_____	_____

If you have answered "YES" to any of the above, a disclosure notice must be submitted to the DHCD Office to determine whether a real or apparent conflict of interest exists.

continued ...

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CONFLICT OF INTEREST QUESTIONNAIRE

This shall include the member's business or other affiliations, family and/or significant other, employer, or close associates who may stand to receive a financial benefit or gain. Further, members, officers and/or executive directors of sub-recipients may not enter into contracts with companies they are affiliated with through employment of, or ownership by, themselves or their relatives. Each individual shall disclose to the Prince George's County Department of Housing and Community Development (DHCD) Planning and Community Development Division* the existence or potential existence of a conflict or interest, such as an overlap in public duties and private interest, affiliations that may create a future conflict, as well as all personal interest which he or she may have in any matter pending before the organization.

Name of Organization: City of Greenbelt

Name of Applicant's Authorized Official: David E. Moran

Authorized Official's Title: Assistant City Manager

Signature of Authorized Official: David E. Moran

* Reviewing Agency is the Prince George's County Office of Law.

**CDBG PY-45
Return Receipt Form**

Name of Submitting Organization: City of Greenbelt
Name: David E. Moran, Assistant City Manager
Name of Project: Franklin Park Sidewalk and Street Improvements
Street: 25 Crescent Road
City: Greenbelt
State: Maryland
Zip: 20770

Time Stamp:

Received by: _____

Date: _____

Community Development Block Grant (CDBG)

Program Year 45R

(July 1, 2019 – June 30, 2020)

Exhibits

EXHIBITS: *(Provide information concerning plans to provide opportunities for Section 3 persons or businesses, if construction provide photos of site as evidence of site control, if for sale housing, market value/comps, if rental—a Summary of target tenant population; If street improvement – before streetscape photos)*

- Exhibit 1-A Environmental Information Checklist**
- Exhibit 1-B Section 3 Action Plan Form**
- Exhibit 1-C Concrete Quantity Report**
- Exhibit 1-D Business Participation Table**
- Exhibit 1-E Bituminous Concrete Quantity Report**

Exhibit 1-A

Environmental Information Checklist

Attach this form and the documentation listed below to your CDBG application

Project Information:

Project Name: Franklin Park Sidewalk and Street Improvements

Applicant Name: City of Greenbelt

Email Contact for Environmental and Design Matters: dmoran@greenbeltmd.gov

Estimated Cost of this Activity: \$111,268 Estimated Federal Amount: \$111,268

Site Information:

Address of Activity: Cherrywood Lane from Breezewood Drive to Greenbelt Metro Access Drive

List each building on the property and its use:

N/A. This is a sidewalk and street reconstruction project.

The HVAC system (if any) is: ☐ Electric ☐ Natural Gas ☐ Oil

Location of any aboveground or underground storage tanks and their size and material if known:

Describe the use of the adjacent property to the:

North Commercial Office Park South Greenbelt Road

East Residential - Apartments West City park area

Attachments Necessary for all Projects:

☐ Architectural plans or the most up-to-date written description of the proposed activity

☒ HUD "Site-Specific Field Contamination Checklist"

☒ Photographs of the project site in general and any specific features that will be affected by the project - including interior and exterior views of any buildings or structures; HVAC equipment (furnace, boiler, etc.); any aboveground storage tanks; any outside pipes or vents that may be associated with underground storage tanks; electrical transformers; woods or wetlands; drums or liquid storage containers; trash piles; and photos toward adjacent properties in all directions

Additional Attachments that may be Necessary:

☐ If building was built before 1978 (or building age is unknown) and is or may be "child-occupied" (regularly used by children under 6) attach lead inspection report or MDE lead-free certification.

☐ If project involves a public building or more than 4 residential units and will disturb pre-1980 materials (or materials of unknown age) that may contain friable asbestos, attach an asbestos inspection report.

☐ If project involves the demolition or installation of concrete or asphalt, attach Concrete / Bituminous Concrete Quantity Report.

☐ If project is within the 100-year floodplain (FEMA Zone A or Zone V), attach proof of flood insurance.

☐ If project includes new construction of a public building or new construction of five or more residential units, attach a current (less than 180 days old) Phase I Environmental Site Assessment.

Revised 9/7/2018

SITE-SPECIFIC FIELD CONTAMINATION CHECKLIST

Completing the form requires a site visit by the preparer. The preparer should be sure to observe the property by walking through the property and the building(s) and other structures on the property to the extent possible and observing all adjoining* properties.

PREPARER MUST COMPLETE CHECKLIST IN ITS ENTIRETY

Date of Visit: 7/26/19

Time: 2:00pm

Weather Conditions: Partly Sunny

Program Name: CDBG PY 45R

Project Location/Address: Cherrywood Lane from Breezewood Drive to Greenbelt Metro Drive.

Property Owner: City of Greenbelt

Attach the following, as appropriate:

☒ Photographs of site and surrounding areas

☐ Maps (street, topographic, aerial, site map, etc.)

QUESTION Is there evidence of any of the following?	OBSERVATION	
	SUBJECT PROPERTY	ADJOINING PROPERTIES
Is the property or any adjoining property currently used, or has evidence of prior use, as a gasoline station, motor vehicle repair facility, printing facility, dry cleaners, photo developing laboratory, junkyard, or as a waste treatment, storage, disposal, processing or recycling facility?	YES ☐ NO ☒ UNKNOWN ☐	YES ☐ NO ☒ UNKNOWN ☐
Are there any damaged or discarded automobile(s), automotive or industrial batteries, pesticides, paints, or other chemicals in individual containers greater than 5 gal in volume or 50 gal in the aggregate, stored on or used at the property or adjoining properties?	YES ☐ NO ☒ UNKNOWN ☐	YES ☐ NO ☒ UNKNOWN ☐
Are there any industrial drums (typically 55 gal) or sacks of chemicals, herbicides or pesticides located on the property or adjoining properties?	YES ☐ NO ☒ UNKNOWN ☐	YES ☐ NO ☒ UNKNOWN ☐
Has fill dirt been brought onto the property or adjoining properties that originated from a suspicious site or that is of an unknown origin?	YES ☐ NO ☒ UNKNOWN ☐	YES ☐ NO ☒ UNKNOWN ☐
Are there any pits, ponds, or lagoons located on the property or adjoining properties in connection with waste treatment or waste disposal?	YES ☐ NO ☒ UNKNOWN ☐	YES ☐ NO ☒ UNKNOWN ☐
Is there any stained soil, distressed vegetation and/or discolored water on the property or adjoining properties?	YES ☐ NO ☒ UNKNOWN ☐	YES ☐ NO ☒ UNKNOWN ☐
Are there any storage tanks , aboveground or underground (other than residential), located on the property or adjoining properties?	YES ☐ NO ☒ UNKNOWN ☐	YES ☐ NO ☒ UNKNOWN ☐

*Adjoining properties: Any real property or properties the border of which is contiguous or partially contiguous with that of the property, or that would be contiguous or partially contiguous with that of the property but for a street, road, or other public thoroughfare separating them.

QUESTION	SUBJECT PROPERTY	ADJOINING PROPERTIES
Is there evidence of any of the following?		
Are there any vent pipes, fill pipes, or underground tank access ways visible on the property or adjoining properties?	YES ☐ NO ☒ UNKNOWN ☐	YES ☐ NO ☒ UNKNOWN ☐
Are any flooring, drains, walls, ceilings, or grounds on the property or adjoining properties stained by substances (other than water) or emitting noxious or foul odors or odors of a chemical nature ?	YES ☐ NO ☒ UNKNOWN ☐	YES ☐ NO ☒ UNKNOWN ☐
Is the property served by a private well or non-public water system ? (If yes, a follow-up investigation is required to determine if contaminants have been identified in the well or system that exceed guidelines applicable to the water system, or if the well has been designated contaminated by any government environmental/health agency.)	YES ☐ NO ☒ UNKNOWN ☐	
Has the owner or occupant of the property been informed of the existence of past or current hazardous substances or petroleum products or environmental violations with respect to the property or adjoining properties?	YES ☐ NO ☒ UNKNOWN ☐	YES ☐ NO ☐ UNKNOWN ☒
Do the property or adjoining properties discharge wastewater (not including sanitary waste or storm water) onto the property or adjoining properties and/or into a storm water system?	YES ☐ NO ☒ UNKNOWN ☐	YES ☐ NO ☒ UNKNOWN ☐
Is there a transformer, capacitor, or any hydraulic equipment on the property or adjoining properties that are not marked as "non-PCB"?	YES ☐ NO ☒ UNKNOWN ☐	YES ☐ NO ☒ UNKNOWN ☐
If answering "YES" or UNKNOWN" to any above items, describe the conditions:		
Use photographs and maps to mark and identify conditions. Attach more information as needed.		
Is further evaluation warranted? YES ☐ NO ☒ UNCERTAIN ☐		
Preparer of this form must complete the following required information.		
This inspection was completed by: Name: David E. Moran Title: Assistant City Manager	Phone Number: 301-474-8000	
	Email: dmoran@greenbeltmd.gov	
	Agency: City of Greenbelt	
Address: 25 Crescent Road, Greenbelt, Maryland 20770		
Preparer represents that to the best of his/her knowledge the above statements and facts are true and correct and to the best of his/her actual knowledge no material facts have been suppressed, omitted or misstated.		
Signature: 	Date: 7/26/19	

PROPOSED REMEDIATION AREA OF CHERRWOOD LANE
Metro Drive to Breezewood Drive



Examples:

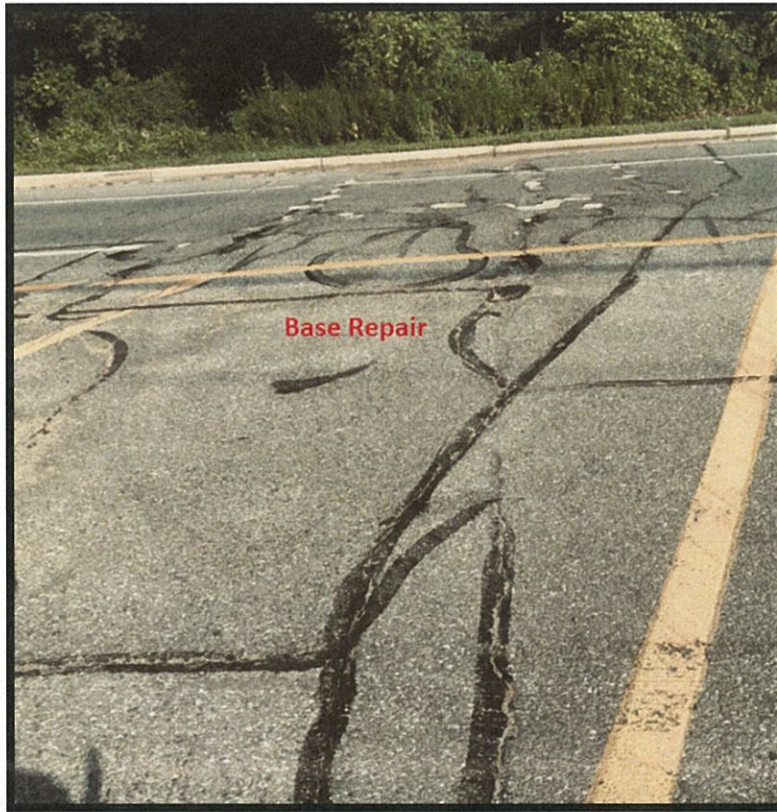




Replace Sidewalk - Major Elevation Issues



Replace Sidewalk





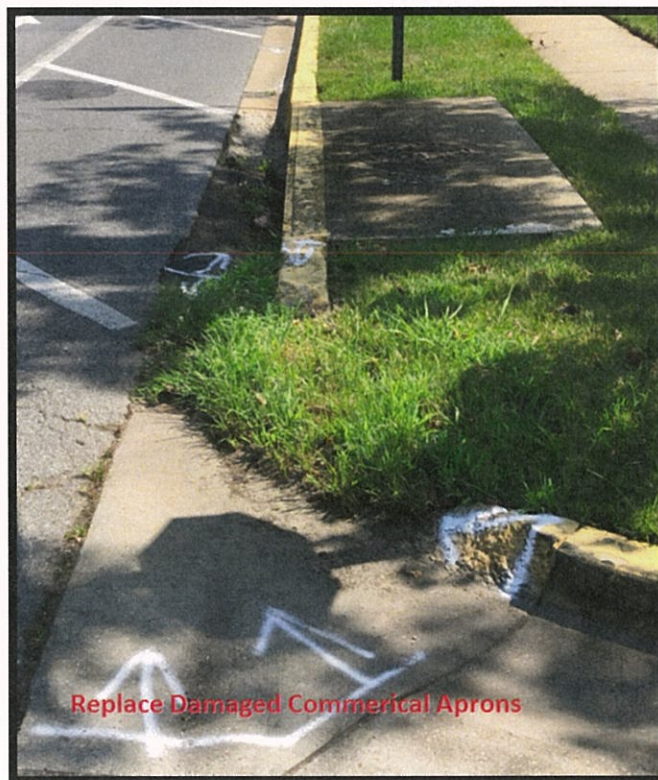
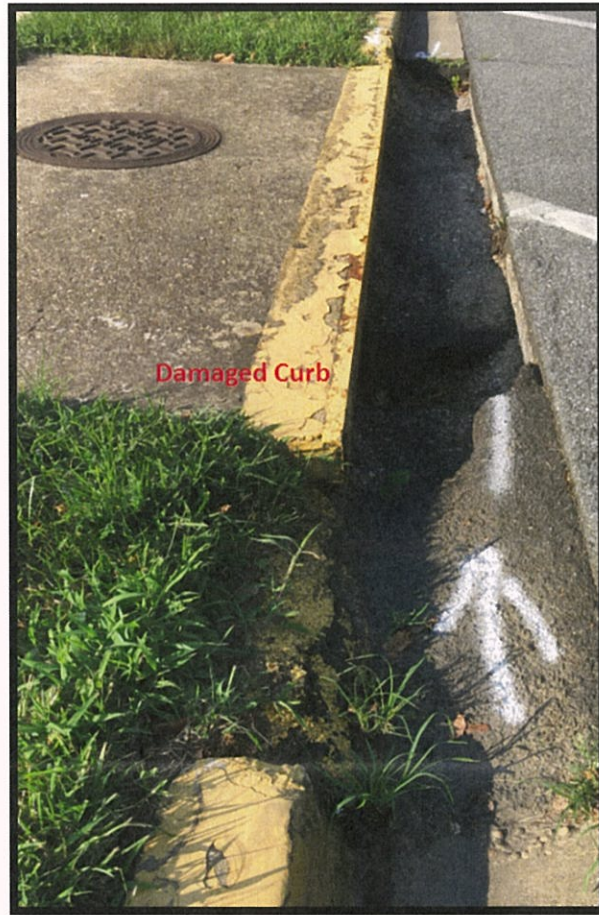


Exhibit 1-B

SECTION 3 FORM

Department of Housing and Community Development Section 3 Action Plan for Sub-recipients, Contractors and Subcontractors

The Section 3 Action Plan identifies the goals, objectives, and actions that will be implemented to ensure compliance with the requirements of Section 3. Provide detailed information on the following items below which describes how you will achieve your Section 3 goals.

1. How many Section 3 businesses does your company anticipate working? What strategies will your company use for contracting with Section 3 business concerns? (Specify the efforts to be taken, and dates, etc.)

Section 3 requirements will be stressed in the procurement documents, contract documents, at the pre-construction meeting and throughout the project.

2. How many Section 3 new hires does your company anticipate making? What strategies will your company use for reaching out to and hiring Section 3 residents? (Specify the efforts to be taken and dates, how effective have these strategies been in the past?)

The relatively small scope of this contract will likely not allow for any hiring opportunities by the firm chosen. When you deduct the cost of materials from these contracts, labor costs are a relatively small component. It is anticipated the company chosen will utilize existing employees to complete the scope of work.

3. What efforts will your company use to conduct aggressive outreach and notification to Potential Section 3 residents and businesses regarding contracting and employment opportunities? (How effective have these strategies been in the past?)

Any RFP or ITB solicitations for this project will include notice that Section 3 residents and businesses are encouraged to apply. Greenbelt is a small municipality with very few industrial and construction companies. Efforts will made to identify Section 3 businesses in neighboring areas, but still in Prince George's County.

Please note: company includes: nonprofit organizations, municipal governments and subcontractors awarded federal funds.

Exhibit 1-C

Concrete Quantity Report

Contract No. _____

Date: _____

Priority Number	Road	From	To	NC	C&G LF	SW SF	HR SF	DW SY	Unit Cost	Cost	Cumulative Cost
	Cherrywood Lane					8,897			6.00	53,382.00	53,382.00
	Cherrywood Lane				888				27.00	23,976.00	77,358.00
	Cherrywood Lane						920		15.00	13,800.00	91,158.00
	Cherrywood Lane							148.44	90.00	13,360.00	104,518.00

Legend: NC - New Construction
 C&G - Curb and Gutter
 SW - Sidewalk
 HR - Handicapped Ramp
 DW - Driveway Apron
 SY - Square Yards
 LF - Linear Feet
 SF - Square Feet

Page _____ of _____

Exhibit 1-D

Business Participation Table

Prepared by: _____

Business Name	Address	Business Owner	Duns Number	Participating in Façade Program	Agreement Signed and Attached	Amount of CDBG Assistance	Amount of Private Investment
1)							
2)							
3)							
4)							
5)							

Note: If you are applying for Façade Improvement using CDBG Funds, you must have the support of businesses. In the table, please provide a list of Businesses who will participate if you are awarded funds and copies of the agreement(s) between applicant and business owners. You must provide photos of site as evidence of site control.

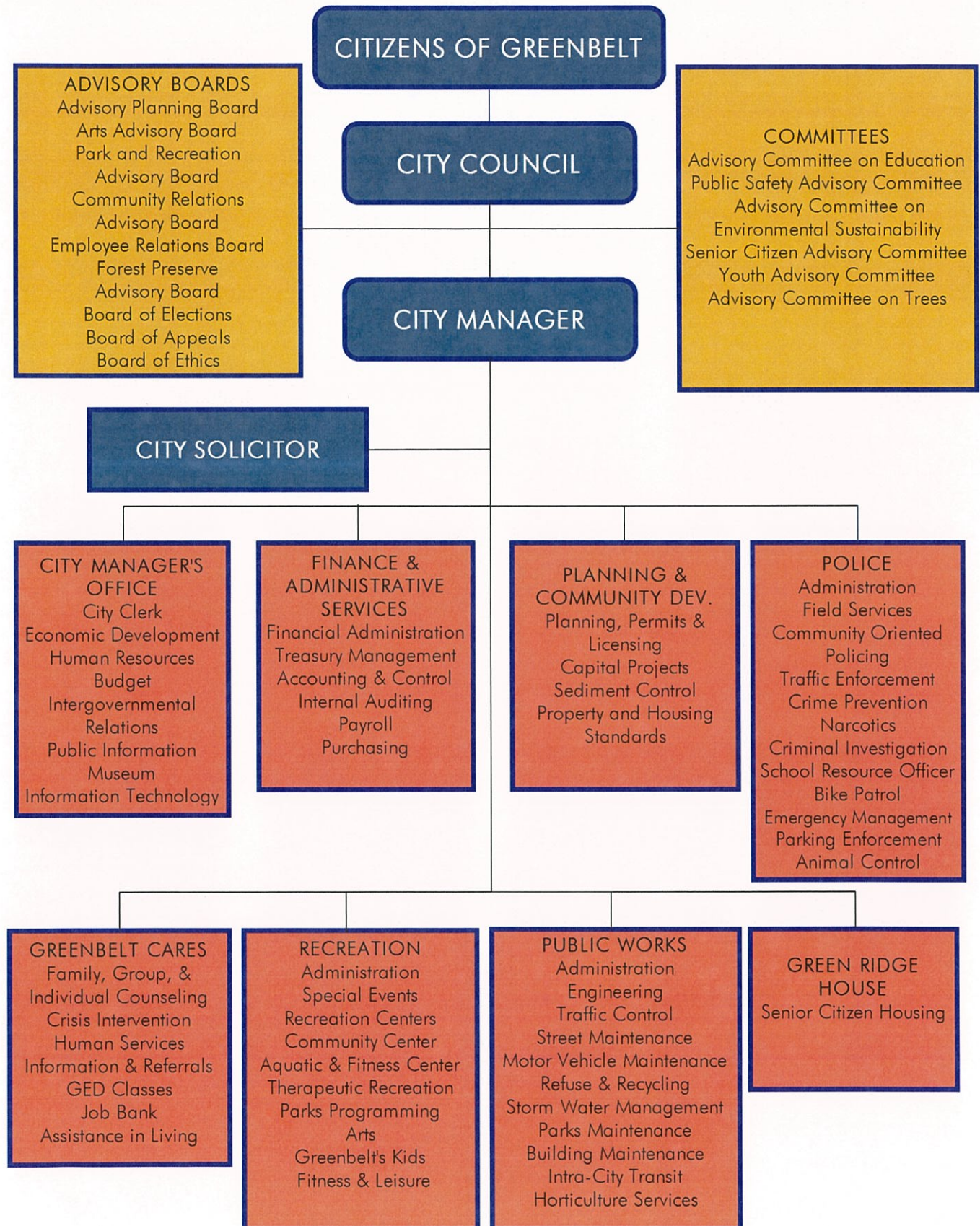
Bituminous Concrete Quantity Report

Date _____

[illegible]

*Factor: 1 1/2" Depth - 0.0833

CITY OF GREENBELT ORGANIZATIONAL CHART





CERTIFICATE OF POOL COVERAGE
LOCAL GOVERNMENT INSURANCE TRUST
ENABLING LEGISLATION AUTHORITY OF
LOCAL GOVERNMENTS TO POOL
INSURANCE CODE §19-602, MD. CODE ANN.

CERTIFICATE HOLDER:

Prince George's County, Maryland
Attn: DHCD - CDBG Administrator
9200 Basil Court, Suite 306
Largo, MD 20774

TRUST PARTICIPANT:

City of Greenbelt
25 Crescent Rd.
Greenbelt MD 20770
Policy # PLP-307500-2018/19-07

COVERAGE PERIOD: Effective 12:01 A.M. E.S.T. on 7-1-2018 to Expire at 12:01 A.M. E.S.T. on 7-1-2019.

CERTIFICATE HOLDER SHOWN ABOVE INCLUDED AS: Loss Payee

Coverage	Deductible	Limit
Property	\$1,000 Each Occurrence	\$33,079,732.51
General Liability	\$0 Each Occurrence	\$1,000,000 Each Occurrence \$3,000,000 Annual Aggregate Limit
Coverage A - Bodily Injury and Property Damage	\$0 Each Occurrence	\$1,000,000 Each Occurrence \$3,000,000 Annual Aggregate Limit
Auto Liability	\$0 Each Occurrence	\$1,000,000 Each Occurrence
Comprehensive - All Other	\$250 Each Claim	Actual Cash Value or Cost of Repairs which ever is less
Collision	\$500 Each Claim	Actual Cash Value or Cost of Repairs which ever is less

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the documents as issued by the Local Government Insurance Trust. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of pool coverage is issued or may pertain, the coverage afforded by the Local Government Insurance Trust documents described herein is subject to all the terms, exclusions and conditions therein. Should any of the applicable documents be canceled before the date shown, the Local Government Insurance Trust will endeavor to mail 45 days written notice to the certificate holder, but failure to do so shall not impose obligation or liability of any kind upon the trust or its representatives.

ADDITIONAL INFORMATION: Evidencing insurance coverage regarding the CDBG Grant.

Certificate holder as Loss Payee ATIMA

Certificate Holder as Loss Payee as their interest may appear evidencing coverage.

5-9-2018

ISSUE DATE
Cert # 18941

Authorized Representative
LOCAL GOVERNMENT INSURANCE TRUST



GREENBE-01

ANACHAMORRO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 707 Westchester Avenue Suite 201 White Plains, NY 10604	CONTACT NAME:	
	PHONE (A/C, No, Ext): (914) 683-3990	FAX (A/C, No):
INSURED City of Greenbelt 25 Crescent Road Greenbelt, MD 20770	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : StarNet Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		
NAIC #		
40045		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	POLICY ☐ PROJECT ☐ LOC ☐						PRODUCTS - COMP/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐						BODILY INJURY (Per person)
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR ☐						EACH OCCURRENCE
	EXCESS LIAB ☐ CLAIMS-MADE ☐						AGGREGATE
	DED ☐ RETENTION \$ ☐						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			KEY0138188	6/30/2019	6/30/2020	X PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Prince George's County, MD ATTN: DHCD- CDBG
Administrator
9200 Basil Court, Suite 306
Largo, MD 20774

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

179



ADOPTED BUDGET

Fiscal Year July 1, 2019-June 30, 2020

CITY COUNCIL

Emmett V. Jordan, Mayor
Judith F. Davis, Mayor Pro Tem
Colin A. Byrd
Leta M. Mach
Silke I. Pope
Edward V.J. Putens
Rodney M. Roberts

BUDGET PREPARATION STAFF

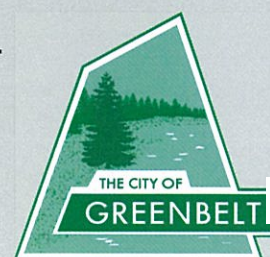
Jeffrey L. Williams, City Treasurer
David E. Moran, Assistant City Manager
Anne Marie Belton, Executive Associate
Beverly Palau, Public Information and
Communications Coordinator

CITY MANAGER

Nicole Ard

DEPARTMENT DIRECTORS

Elizabeth Park, Greenbelt CARES
Dale Worley, Information Technology
Terri Hruby, Planning &
Community Development
Richard Bowers, Police
James Sterling, Public Works
Joe McNeal & Greg Varda, Recreation
(Acting)
Todd Pounds, City Solicitor



City Council Authorization to Submit Request

Due to the summer schedule, the City Council was unable to approve this submission prior to the application deadline. The Greenbelt City Council will approve submission of this application at their Regular Meeting on August 12, 2019. Minutes from this meeting are not yet available.



David E. Moran
Assistant City Manager

City of Greenbelt, Maryland

Annual Financial Report
(Single Audit)

June 30, 2018

City of Greenbelt, Maryland

Index

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Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance	2
Schedule of Expenditures of Federal Awards	4
Notes to Schedule of Expenditures of Federal Awards	5
Schedule of Findings and Questioned Costs	6

Independent Auditor's Report on Compliance for Each Major Program and on
Internal Control over Compliance Required by the Uniform Guidance

Honorable Mayor and Members of the City Council
City of Greenbelt, Maryland

Report on Compliance for Each Major Federal Program

We have audited the City of Greenbelt, Maryland's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City of Greenbelt, Maryland's major federal programs for the year ended June 30, 2018. The City of Greenbelt, Maryland's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City of Greenbelt, Maryland's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City of Greenbelt, Maryland's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City of Greenbelt, Maryland's compliance.

Opinion on Each Major Federal Program

In our opinion, the City of Greenbelt, Maryland complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2018.

Report on Internal Control over Compliance

Management of the City of Greenbelt, Maryland is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City of Greenbelt, Maryland's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the

circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City of Greenbelt, Maryland's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information and the budgetary comparison for the General Fund of the City of Greenbelt, Maryland, as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the City of Greenbelt, Maryland's basic financial statements. We issued our report thereon dated November 15, 2018, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

CohnReznick LLP

Baltimore, Maryland
December 12, 2018

City of Greenbelt, Maryland

**Schedule of Expenditures of Federal Awards
Year Ended June 30, 2018**

Federal Grantor/ (Pass-through Grantor) Program or Cluster Title	Federal CFDA Number	Federal Expenditures
U.S. Department of Housing and Urban Development		
Direct program		
Multifamily Housing Service Coordinators	14.191	\$ 97,502
Passed through Prince George's County, Maryland		
Community Development Block Program	14.218	116,250
Passed through Maryland Department of Housing and Community Development		
Section 8 Housing Assistance Payments Program	14.195	<u>1,090,147</u>
Total U.S. Department of Housing and Urban Development		<u>1,303,899</u>
U.S. Department of Justice		
Direct program		
Bulletproof Vest Partnership Program	16.607	<u>3,428</u>
Total U.S. Department of Justice		<u>3,428</u>
Default Agency		
Passed through Mercyhurst University		
High Intensity Drug Trafficking Areas Program	95.001	82,500
Passed through Mercyhurst University		
High Intensity Drug Trafficking Areas Program	95.001	<u>6,845</u>
Total Default Agency		<u>89,345</u>
Total Expenditures of Federal Awards		<u><u>\$ 1,396,672</u></u>

See Notes to Schedule of Expenditures of Federal Awards.

City of Greenbelt, Maryland

Notes to Schedule of Expenditures of Federal Awards
June 30, 2018

Note 1 - Basis of presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of the City of Greenbelt, Maryland (the "City") under programs of the federal government for the year ended June 30, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City.

Note 2 - Scope of Single Audit pursuant to Uniform Guidance

All federal financial assistance programs operated by the City are included in the scope of the Uniform Guidance audit. This Single Audit was conducted in accordance with the provisions of the Office of Management and Budget's Compliance Supplement.

Note 3 - Summary of significant accounting policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

The City has not elected to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance.

Note 4 - Fiscal period audit

Single Audit testing procedures were performed for program transactions occurring during the fiscal year ended June 30, 2018 for the following major programs:

<u>Name of Federal Program</u>	<u>CFDA Number(s)</u>	<u>Expenditures</u>
Section 8 Housing Assistance Payments Program	14.195	<u>\$1,090,147</u>

City of Greenbelt, Maryland

Schedule of Findings and Questioned Costs
June 30, 2018

A. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued on the financial statements: Unmodified

Internal control over financial reporting:

*Material weakness(es) identified? Yes X No

*Significant deficiency(ies) identified? Yes X None reported

Noncompliance material to financial statements noted? Yes X No

Federal Awards

Internal control over major programs:

*Material weakness(es) identified? Yes X No

*Significant deficiency(ies) identified? Yes X None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? Yes X No

Identification of major programs:

CFDA Numbers(s)	Name of Federal Program or Cluster
-----------------	------------------------------------

14.195	Section 8 Housing Assistance Payments Program
--------	---

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee: X Yes No

City of Greenbelt, Maryland
Schedule of Findings and Questioned Costs
June 30, 2018

B. Findings - Financial Statements Findings

No matters were reported.

C. Findings and Questioned Costs for Federal Awards

No matters were reported.

COHN REZNICK
ACCOUNTING • TAX • ADVISORY

Independent Member of Nexia International

cohnreznick.com

DAVID E. MORAN
7607 Lake Glen Drive
Glenn Dale, Maryland 20769
301-262-5325

PROFESSIONAL EXPERIENCE:

- **ASSISTANT CITY MANAGER** 7/99-Present
Greenbelt City Government Greenbelt, MD

Assist City Manager with city administration. Oversee city's legislative program and liaison with State and County legislators and officials. Develop and implement legislative initiatives. Prepare and analyze capital projects, equipment replacement, and several other sections of the city budget. Direct grant funded NORC/Assistance in Living Program. Back-up signatory for checks, vouchers and purchase orders. Administer Community Development Block Grant Program. Staff Liaison to the Community Relations Advisory Board and the Greenbelt Volunteer Fire Department. Work closely with elected and appointed officials, staff and citizens at all levels of government. Research and analyze issues. Write reports.

- **CITY CLERK** 6/95-7/99
Greenbelt City Government Greenbelt, MD

Certified Municipal Clerk. Prepare agenda, ordinances, resolutions, committee reports, and other reference materials for Council meetings. Record minutes of meetings. Maintain official city records. Administer municipal elections. Coordinate city's legislative program. Manage recruitment and appointment process for city advisory groups. Member, Maryland Municipal Clerks Association and International Institute of Municipal Clerks (IIMC). Participant, IIMC Summit on Education. Co-Chair, Metropolitan Washington Council of Governments Election Officials Technical Committee.

- **ASSISTANT TO THE DIRECTOR OF PLANNING** 3/95-6/95
Greenbelt City Government Greenbelt, MD

Perform special administrative projects. Draft legislation. Monitor city development activity and liaison with county and state agencies. Review proposals for upcoming capital projects. Prepare application package for Program Open Space grant.

- **LEGISLATIVE AIDE TO COUNTY COUNCIL MEMBER** 11/93-3/95
Prince George's County Government Upper Marlboro, MD

Function as Executive Assistant. Respond to and resolve constituent problems through contact with county departments and community organizations. Monitor development activity and land use issues and provide analysis to council member. Track legislation and guide it through the legislative process. Supervise staff. Engage in lobbying activities. Represent council member at meetings, dinners, receptions and other official functions. Evaluate a \$1.2 billion Budget. Facilitate meetings between council member, constituents and agency representatives. Generate correspondence.

- **OFFICE SUPERVISOR, Information Center** 9/90-11/93
University of Maryland University College College Park, MD

Supervise and direct work flow of 17 staff members. Assist Coordinator with all aspects of office management. Train new staff and provide additional training/updates to existing staff. Draft Position Descriptions, Interview, and Select candidates for vacant positions. Create and implement policies and procedures.

PROFESSIONAL ORGANIZATIONS:

- Associate Member, International City/County Management Association (ICMA)
- Member, Maryland City & County Manager's Association (MCCMA)
- Member, Maryland Municipal League (MML) Legislative Committee
- Member, Metropolitan Association of Local Government Assistants (MALGA)

EDUCATION:

2000 M.S. Management, University of Maryland University College

1990 B.S. Government & Politics, University of Maryland University College

1987 A.A. General Studies, Prince George's Community College

Jeffrey L. Williams
702 Fantail Court
Annapolis, Maryland 21401
(410) 571-5800
jwilliams@greenbeltmd.gov

PROFESSIONAL EXPERIENCE

City Treasurer – City of Greenbelt, Maryland

July 1996 to Present

JOB SUMMARY AND DISTINGUISHING FEATURES OF THE WORK:

This position is responsible for the safekeeping of the City's financial assets. In addition, this position evaluates the financial performance, projects revenue and expenditure trends, and is a key member of the budget preparation team that establishes a financial plan, which is presented to the City Council for approval.

ESSENTIAL JOB FUNCTIONS:

- Plans and implements short and medium range goals, objectives, and strategies for the department, projects, and programs to ensure efficient organization and completion of work.
- Plans long-range goals, objectives, organizational structure, and overall direction for the department.
- Carries out supervisory/managerial responsibility in accordance with policies, procedures and applicable laws, including: interviewing, hiring and training staff; planning, assigning and directing work; establishing deadlines; appraising performance; rewarding and disciplining employees; coordinating, developing and approving staff training; approving leave requests; and addressing complaints and resolving problems.

Deputy City Treasurer – City of Greenbelt, Maryland

July 1991 to June 1996

JOB SUMMARY AND DISTINGUISHING FEATURES OF THE WORK:

This position is responsible for developing, implementing, and maintaining all accounting systems and procedures while supervising the department staff engaged in maintaining its books and financial records.

ESSENTIAL JOB FUNCTIONS:

Carries out supervisory/managerial responsibility in accordance with policies, procedures and applicable laws, including: interviewing, hiring and training staff; planning, assigning and directing work; establishing deadlines; appraising performance; rewarding and disciplining employees; coordinating, developing and approving staff training; approving leave requests; and addressing complaints and resolving problems.

Jeffrey L. Williams Resume - Continued

Accountant – City of Greenbelt, Maryland

August 1989 – June 1991

JOB SUMMARY AND DISTINGUISHING FEATURES OF THE WORK:

This position is responsible for maintaining all accounting systems and procedures while supervising the department staff engaged in maintaining its books and financial records.

ESSENTIAL JOB FUNCTIONS:

Carries out supervisory responsibility in accordance with policies, procedures and applicable laws, including: interviewing, training staff; planning, assigning and directing work; establishing deadlines; appraising performance; coordinating, developing and approving staff training; and addressing complaints and resolving problems.

University of Maryland – December 1987

Certified Public Accountant – November 1988

City Council Agenda Item Report

Meeting Date: August 12, 2019

Submitted by: David Moran

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

Approval of WMATA Connection Agreement

Suggested Action:

Reference:

Connection Agreement

Letter, T. Pounds, 04/25/2019

Letter, T. Pounds, 06/20/2018

A significant portion of the proposed Greenbelt Station South Core Washington Metropolitan Transit Authority (WMATA) Trail is to be constructed on property owned by WMATA. As Council is aware, WMATA is requiring that the City execute a Connection Agreement outlining the terms of construction, use and maintenance of the trail. In City Council's back up materials is a letter from Mr. Pounds outlining the terms of the agreement. In October 2017, the City initially reviewed the draft Connection Agreement proposed by WMATA and provided comments to WMATA for consideration. WMATA responded with a revised Connection Agreement for the City's review and comment. The City Attorney and planning staff have reviewed the revised Connection Agreement, and are proposing a few revisions to the Agreement mainly targeted at clarifying renewal terms, maintenance and repair responsibilities and time requirements associated with various action items. WMATA has requested that the City respond to its latest draft of the Agreement, as WMATA continues to work with Woodlawn Development Corporation and City staff on trail design, review, approval and permitting.

Staff recommends that City Council approve the Connection Agreement, as amended by Mr. Pounds, and conditioned on Exhibit B (Matrix of Maintenance Responsibilities) being reviewed and approved by the City prior to execution of the agreement. Staff further recommends that City Council direct staff to transmit the Agreement to WMATA for its consideration/approval.

Attachments:

[Connection Agreement.pdf](#)

[Letter, T. Pounds, 04/25/2019.pdf](#)

[Letter, T. Pounds, 06/20/2018.pdf](#)

CONNECTION AGREEMENT
GREENBELT METRORAIL STATION

THIS CONNECTION AGREEMENT ("Connection Agreement") is made and entered into this _____ day of _____, 2018 ("**Effective Date**") by and between the **WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**, a regional body, corporate and politic, having its principal office and place of business located at 600 Fifth Street, NW, Washington, DC 20001 ("**WMATA**"), and **THE CITY OF GREENBELT**, a municipal corporation of the State of Maryland with offices located at 25 Crescent Road, Greenbelt, Maryland 20770 ("**CITY**"). WMATA and City are sometimes referred to herein jointly as the "**Parties**" or individually as a "**Party**."

WITNESSETH:

RECITAL 1. WMATA is the owner of land located within the corporate limits of the City of Greenbelt, Maryland (the "**WMATA Property**"). The WMATA Property includes, but is not limited to, the Greenbelt Metrorail station (the "**Station**"), which WMATA operates as part of the public transportation system for the District of Columbia, the cities of Alexandria, Falls Church and Fairfax and the counties of Arlington, Fairfax and Loudoun and political subdivisions of the Commonwealth of Virginia located within those counties, and the counties of Montgomery and Prince George's in the State of Maryland and political subdivisions of the State of Maryland located in said counties, which areas are collectively referred to as the Washington Metropolitan Area Transit Zone.

RECITAL 2. ~~Woodlawn Development Group ("Woodlawn")~~ NVR MS Cavalier Greenbelt, LLC (NVR) is the owner of real property located within the corporate limits of the City of Greenbelt, Maryland that is adjacent to, and to the south of, the WMATA Property, and upon which property, ~~Woodlawn~~ NVR has developed a residential project (the "**Project**"). The City and ~~Woodlawn~~ NVR desire to construct a public trail/boardwalk for a pedestrian and bicycle connection between the Project and the Station (the "**Connection**"). The Connection is required by the terms of a private development agreement between the ~~Woodlawn~~ NVR and the City (the "**Development Agreement**"). WMATA is not a party to the Development Agreement.

RECITAL 3. WMATA and the City understand that the Connection will be of a temporary nature and that the ultimate development of WMATA's land adjacent to, and adjoining, the Station and the Project will require the relocation of the Connection. Any such relocation shall be at no cost to WMATA whatsoever.

RECITAL 4. The purpose of the Connection is to provide an alternative means to access the Station and to facilitate public access through the WMATA Property to the Station for residents of Berwyn Heights and Prince George's County. Accordingly, members of the general public shall have free access to the Connection subject to the laws, ordinances, and regulations of WMATA, the Federal government, the State of Maryland, Prince George's County and the City of Greenbelt.

Recital 5. The Parties desire to enter into this Connection Agreement to allocate the responsibilities of each of the Parties with respect the Connection.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS

The foregoing Recitals and attached Exhibits are all hereby incorporated in and made a part of this Connection Agreement to the same extent as if herein set forth in full, provided however, that said Recitals shall not be deemed to modify the express provisions hereinafter set forth.

2. WMATA PROPERTY AND GRANT OF RIGHTS REGARDING CONNECTION

2.1. Grant of Right to Construct, Maintain and Repair the Connection

Subject to City's compliance with the terms and conditions set forth in this Connection Agreement, WMATA grants to City and its agents the following rights: (i) the right of access on, to, through, across and over the WMATA Property for purposes of designing and constructing the Connection; and (ii) the right of access on, to and over the WMATA Property for purposes of maintaining, repairing, removing and reconstructing the Connection and satisfying all of City's responsibilities and obligations described herein. These rights shall not be construed to allow City to erect any building or structure of a permanent nature except as described herein. Access rights shall not impede, or be hazardous to, WMATA operations or to WMATA customers using the Station.

2.2. Grant of Right of Ingress and Egress

Subject to City's compliance with the terms and conditions set forth in this Connection Agreement. WMATA hereby grants City and the general public the right to use the Connection for pedestrian ingress and egress between the Project and the Station.

3. TERM OF CONNECTION AGREEMENT

3.1. Initial Term

The initial term of this Connection Agreement commences on the Effective Date and continues for ten (10) years ("**Initial Term**").

3.2. Renewal Term

City shall have the right to renew this Connection Agreement in accordance with Section 4.2 for two (2) additional terms of five (5) years each (each such renewal term, if exercised, being referred to herein as a "**Renewal Term**"). In order to exercise its option for a Renewal Term, City must provide written notice to WMATA of its intent to do so no less than one hundred eighty (180) days prior to the expiration of the date of the then-current term. It should be understood that this Connection Agreement can be renewed for two additional terms of five (5) years each after the initial ten (10) year term.

3.3. Non-renewal

If this Connection Agreement is not renewed by City, City shall remove the improvements comprising the Connection and restore the WMATA Property in accordance with Section 14.

3.4. Termination

Notwithstanding anything herein to the contrary, WMATA may terminate this Connection Agreement if it determines that termination is necessary to redevelop the WMATA Property. In such event, WMATA shall provide City no less than ~~thirty (30)~~ one hundred eighty (180) days prior notice.

4. **CONNECTION FEE** [Intentionally Omitted]

5. **DESIGN AND CONSTRUCTION OF CONNECTION**

5.1 The Connection shall include, but not be limited to, sidewalks, fencing, bollards, a bridge, ramps, traffic calming measures, lighting, emergency call boxes, surveillance cameras, a HAWK traffic signal, landscaping and an ~~irrigation~~ storm water management/drainage system on, over and across approximately 0.6 miles of the WMATA Property and the ~~Woodlawn Property~~ NVR property in the approximate location and configuration set forth on **Exhibit A** attached hereto and made a part hereof; however, the ultimate design of the Connection has not been determined.

5.2 The design and construction, and any subsequent redesign or reconstruction, of the Connection shall comply with all applicable laws, the WMATA Adjacent Construction Project Manual, as it may be revised from time to time ("**ACPM**"), WMATA's design criteria and standards, the Americans With Disabilities Act Accessibility Guidelines, and any amendments to the foregoing documents. Any deviation from the ACPM and/or WMATA's design criteria must be approved in writing by WMATA. The ACPM is located at: <https://www.wmata.com/about/business/adjacent-construction/index.cfm>.

5.3 Prior to any construction, reconstruction or demolition, City shall: (i) submit to WMATA, for its review and written approval, copies of all demolition plans, design drawings, construction drawings and specifications, and/or reconstruction documents, as applicable, (ii) incorporate any modifications required to comply with WMATA's review comments into its final demolition plans, design drawings, construction drawings and specifications, and/or reconstruction documents, (iii) provide customary and reasonable indemnities and/or liability insurance in favor of WMATA during the period of demolition and/or any structural construction, and (iv) sign, or cause its contractor to sign, a real estate permit in a form acceptable to WMATA. Whenever a submittal is made to WMATA for review in accordance with this paragraph, WMATA will review and provide written comments regarding or approval of any such submittal within thirty (30) days after receipt of the submittal.

6. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**

City's construction of the Connection shall comply with the *Americans with Disabilities Act*, 42 USC 12101, et seq. and all applicable regulations promulgated thereunder ("**ADA**"), including without limitation the *Americans with Disabilities Act Accessibility Guidelines* ("**ADAAG**"). WMATA is not the ultimate determiner of ADA compliance. Currently the Station meets existing ADA accessibility requirements. If the Connection constructed by City triggers additional ADA accessibility requirements and retrofitting of the Station is required, City shall be solely responsible for all such costs; provided, however, City may elect to remove the Connection as opposed to paying such costs.

7. SIGNAGE

City may pay for and locate directional signs on the WMATA Property subject to WMATA's prior written approval. Any such signs shall be compatible with WMATA's requirements as to size, type and graphics as determined by WMATA in its sole discretion and shall be designed, fabricated, installed and replaced as necessary by City. Subsequent to initial construction of the Connection, WMATA may install replacement or additional signage.

8. USE, OPERATIONS, SECURITY, MAINTENANCE AND REPAIR

8.1. Use/Public Access

The Connection shall be used only to facilitate safe pedestrian and bicycle ingress and egress between the Project and the Station. No commercial or other activity which is contrary to or inconsistent with WMATA's policies or regulations, now or as revised, shall be permitted within the Connection or on WMATA Property. Notwithstanding the foregoing, WMATA and the City reserves the right to traverse (or allow traverse on) the Connection by vehicles responding to emergencies.

8.2. Maintenance and Repair

8.2.1. Except as may be otherwise set forth on Exhibit B (*Matrix of Maintenance Responsibilities*) attached hereto and made a part hereof, City, at its sole cost and expense, shall maintain the Connection in a clean and orderly condition, the same level of maintenance for free of rubbish, leaves, snow, ice and graffiti trash as is normally performed by the City at other locations.

8.2.2. Except as may be otherwise set forth on Exhibit B, City, at its sole cost and expense, shall be responsible for any and all repairs and upgrades to the Connection, and for ensuring that the Connection is at all times free of any tripping or falling hazard.

8.3. Security

8.3.1. The Greenbelt Police Department ("GPD") and the Metro Transit Police Department ("MTPD") have concurrent jurisdiction for policing and law enforcement activities in the area, however, WMATA and the City agree that the GPD shall have primary responsibility for all policing and law enforcement activities located on and around the Connection.

8.3.2. All surveillance cameras installed on the Connection shall be wired to WMATA's internal camera network system.

8.4. Permanent Pedestrian and Bicycle Access

During the Initial Term and any Renewal Term of this Connection Agreement, City agrees not to interfere, except for security purposes or other purposes required by law, or as provided in this Connection Agreement, with the flow of pedestrian or bicycle traffic within the Connection. The preceding sentence shall not prohibit WMATA from temporarily denying the public access and use of the Connection at such time and in such manner as deemed reasonably necessary by WMATA.

8.5. Temporary Obstructions

City covenants that the Connection shall not impair or restrict WMATA's use and enjoyment of the Station as may result from: (i) such concentration of people in the Connection area as would obstruct access to and from the Station; (ii) loud, sustained or unpleasant noises; (iii) noxious odors; (iv) harsh lighting and/or lighting fixtures; (v) signs, posters, or billboards not compatible with WMATA graphic requirements; or (vi) accumulation of unreasonable amounts of trash, dirt or debris.

8.6. Temporary Closing/Restoration of Use

Notwithstanding anything herein to the contrary, after notice is given to the City with ninety (90) days to correct any such obligation. ~~if~~ the failure of City to meet its obligations under this Connection Agreement creates an unsafe or unacceptable condition for WMATA's customers, employees, agents or contractors or unreasonably interferes with WMATA's operations at the Station as determined by WMATA in its sole judgment and the problem(s) cannot be resolved after consultation by the Parties, then WMATA may either: (1) take action pursuant to Section 12.2; or (2) close the Connection until City eliminates such unsafe or unacceptable condition(s) to WMATA's satisfaction. In the event WMATA temporarily closes the Connection, WMATA shall promptly re-open the Connection upon City's satisfactory completion of the requisite repair or upgrade.

8.7. Emergency Closing

In the event of an emergency at the Station or a WMATA system-wide emergency, WMATA reserves the right to temporarily close the Connection without prior notice to City. At the conclusion of the emergency situation, WMATA shall promptly re-open the Connection.

Field Cod

9. **LIABILITY**

City shall be responsible for all claims associated with the design, construction, security, repair and maintenance of the Connection. WMATA shall promptly notify City of any such liability, obligation, damage, penalty, claim, cost, charge and expense imposed upon, incurred by, or asserted against WMATA in connection with the Connection and shall include City in any discussions, hearings and communications of any such actions. Each Party agrees to promptly notify the other in writing if a lawsuit is brought against one of them for any matter related to this Connection Agreement.

10. INDEMNIFICATION OF WMATA

- 10.1. Subject to and without waiving common law and other governmental immunities and the provisions of §5-301 et seq., Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, City shall indemnify and save harmless, WMATA, its directors, officers, employees and agents from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including attorneys' fees), of whatsoever kind and nature for injury, including personal injury or death of any person or persons, including employees of City, its contractors/subcontractors and for loss or damage to any property, occurring in connection with, or in any way arising out of the use, occupancy and performance of the work permitted by this Connection Agreement and/or any acts related to those activities to be performed under this Connection Agreement resulting in whole or in part from the acts, errors or omissions of City, or its contractors/ subcontractors, or any employee, agent or representative of City or its contractors/subcontractors. Nothing in the preceding sentence shall be deemed to relieve City from ultimate liability for any of its obligations under this Connection Agreement. The provisions of this Section 10 shall survive the expiration date or earlier termination of this Connection Agreement for so long as City holds an ownership interest in the Project. The indemnification provided in this paragraph 10.1 shall exclude all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including attorneys' fees), of whatsoever kind and nature for injury caused solely by WMATA's gross negligence or willful misconduct.
- 10.2. City's contractors/subcontractors shall indemnify, defend and hold harmless WMATA its directors, officers, employees and agents against any and all claims, liabilities, losses, demands, damages, penalties, costs, charges, remedial costs, environmental claims, fees or other expenses including attorneys' fees, related to, arising from or attributable to any effluent or other hazardous waste, residue, contaminated soil or other similar material introduced on, about or under the WMATA Property by City or anyone acting on their behalf.
- 10.3. If any action or proceeding relating to the indemnification required by this Section 10 is brought against WMATA, then upon written notice from WMATA to the indemnitor, indemnitor shall, at indemnitor's expense, resist or defend such action or proceeding by counsel approved by WMATA in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend the same.
- 10.4. City understands and agrees that it is City's and its contractors/subcontractors responsibility to provide indemnification to WMATA pursuant to this Section 10. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of insurance to fully fund any indemnification shall not relieve City and those acting on its behalf of any obligation assumed under this indemnification.

11. INSURANCE

The Insurance requirements for the Connection are defined in Exhibit C, attached hereto and made a part hereof.

12. EVENT OF DEFAULT

12.1. Default

The following shall be an event of default ("**Default**") by City's failure to observe or perform any of the provisions, covenants, conditions, obligations or responsibilities of this Connection Agreement.

12.2. WMATA's Response to a Default by City

Upon the occurrence of any event set forth in Section 12.1, WMATA shall give City a written notice in compliance with Section 20 describing the Default ("**Notice of City Default**"). If City fails to correct the City Default within ~~thirty (30)~~ ninety (90) calendar days following receipt of WMATA's Notice of City Default, provided, however if the nature of the City Default is not reasonably susceptible of being corrected in thirty (30) calendar days, City shall have such additional period of time as is reasonably necessary to correct the City Default, so long as corrective action begins within such ~~thirty (30)~~ ninety (90) day period and is thereafter diligently prosecuted to completion, or a time frame as mutually agreed to by the parties in writing, WMATA may:

12.2.1. Take action to remedy the City Default, in which event, City shall pay all costs, including, without limitation, attorney's fees and costs as allowed by law, of such remedial action within thirty (30) calendar days following written notice from WMATA.

12.2.2. Temporarily close the Connection until such time as the City Default is remedied to WMATA's satisfaction.

12.2.3. Terminate this Connection Agreement, and City shall comply with the requirements of Section 14. Under such circumstances, WMATA may enter onto and repossess the WMATA Property either by force, by summary proceeding or otherwise. WMATA shall have no liability by reason of any such reentry, repossession or removal. Upon termination of this Connection Agreement, all rights of City hereunder, but not its liabilities, shall expire and terminate.

12.2.4. Pursue all rights and remedies to which it may be entitled either by law or equity and to recover attorney's fees and costs as allowed by law.

12.3. Waivers

WMATA's waiver of any City Default shall not be considered a waiver of any subsequent City Default.

12.4. Event of Default by WMATA

The following shall constitute an Event of Default by WMATA ("**WMATA Default**"): WMATA's failure to observe or perform any of the provisions,

covenants, conditions, obligations or responsibilities of this Connection Agreement.

12.5. City's Response to a Default by WMATA

Upon the occurrence of any event set forth in Section 12.4, City shall give WMATA a written notice in compliance with Section 20 describing the Default ("**Notice of WMATA Default**"). If WMATA fails to correct the WMATA Default within thirty (30) calendar days following receipt of City's notice (provided, however if the nature of the WMATA Default is not reasonably susceptible of being corrected in thirty (30) days), WMATA shall have such additional period of time as is reasonably necessary to correct the WMATA Default, so long as corrective action begins within such thirty (30) day period and is thereafter diligently prosecuted to completion, or a time frame as mutually agreed to by the parties in writing, City may:

12.5.1. Pursue all rights and remedies to which it may be entitled either by law or equity.

12.5.3. Terminate this Connection Agreement, and City shall comply with the requirements of Section 14.

13. REDEVELOPMENT OR RECONFIGURATION OF WMATA FACILITIES

In the event WMATA redevelops the Station through the expansion or reconfiguration of WMATA facilities or through joint development, and such redevelopment requires the removal and/or relocation of the Connection, City may arrange for the temporary and/or permanent relocation of the Connection provided (i) the removal and/or relocation of the Connection can be accomplished at no cost to WMATA whatsoever, (ii) City promptly agrees in writing to bear the cost of relocating the Connection, and (iii) this Connection Agreement is still in effect, and City is not in Default of this Connection Agreement pursuant to Sections 12.1 and 12.2 beyond all applicable notice and cure periods. If the Connection Agreement is no longer in effect or City is in Default of the Connection Agreement beyond all applicable notice and cure periods, WMATA shall have no obligation to retain or relocate the Connection.

14. SURRENDER OF WMATA PROPERTY/RESTORATION REQUIREMENTS

Within one hundred eighty (180) days after the expiration or early termination of this Connection Agreement ("**Removal Notice Deadline**"), WMATA shall notify City in writing what portions of the Connection, if any, WMATA desires to have removed ("**Removal Notice**"). By no later than ninety (90) days after the Removal Notice Deadline, City shall be responsible for ~~removing~~ applying for permits for the removal of those portions of the Connection identified in the Removal Notice and leaving the WMATA Property in good order and condition, close to what existed before the Connection was constructed (and the Permit issued), reasonable wear and tear not attributable to the Connection excepted, and WMATA shall grant to City the access rights necessary to accomplish such obligation. In the event no Removal Notice is delivered to City by the Removal Notice Deadline, City shall have no obligation to remove any portion of the Connection.

15. OWNERSHIP OF THE CONNECTION

City shall own all of the improvements and infrastructure that it constructs on the WMATA Property for the Connection except for those improvements constructed north of the Metro Access Road and elements installed exclusively for WMATA's use, including but not limited to, the surveillance cameras, whether under this Connection Agreement or the Real Estate Permit. WMATA shall own the land (WMATA Property), and no provision of this Connection Agreement shall be construed to mean that WMATA has granted City or any other person or entity any legal or equitable estate in the WMATA Property, other than a temporary license for the purposes set forth herein, or any right, power, or permission to do any act or make any agreement which may create, give rise to, or be the foundation for any right, title, interest, lien, charge or other encumbrance upon the fee simple estate of WMATA in the WMATA Property.

16. LIENS UPON WMATA PROPERTY

City shall not, and has no authority to incur any debt or to make any charge against WMATA or create any lien, judgment or other encumbrance upon the WMATA Property as a result of this Connection Agreement.

17. GOVERNING LAW

This Connection Agreement shall be governed by the laws of the State of Maryland, except that to the extent that Maryland law conflicts with the WMATA Compact, WMATA shall be governed by the WMATA Compact. Any action to enforce the provisions of this Agreement shall be brought in the Greenbelt Division of the United States District Court for the District of Maryland.

18. DESTRUCTION OF THE CONNECTION

In the event the Connection becomes unusable or is destroyed, City shall have the option of: (i) terminating this Connection Agreement and removing the Connection and restoring the WMATA Property in accordance with Section 14, or (ii) rebuilding the Connection in accordance with WMATA's review and approval requirements in effect at that time for such projects.

19. MODIFICATIONS AND ALTERATIONS TO THE CONNECTION

Any modification or alteration to the Connection by City shall be subject to the written approval of WMATA and subject to the ACPM.

20. NOTICES

All notices hereunder shall be in writing and shall be given by: (i) hand delivery; or (ii) a nationally recognized overnight courier service for next business day delivery; or (iii) any telecommunication device capable of creating a written record of such notice and its receipt. Any Party may designate a change of address by notice in writing to the other Party. Notices and other communications shall be deemed to have been given on the earlier of actual receipt or in the case of overnight courier, on the first business day after delivery to such courier, to any Party as follows:

20.1. If to WMATA:

Director
Office of Real Estate and Parking
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

with a copy to:

General Counsel
Office of General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

20.2. If to City:

City of Greenbelt
25 Crescent Road
Greenbelt, MD 20770
ATTN: Nicole Ard, City Manager

with a copy to:

~~Karen P. Ruff~~, Todd K. Pounds, City Solicitor
~~6305 Ivy Lane, Suite 700~~
~~Greenbelt, Maryland 20770~~
11414 Livingston Road
Fort Washington, Maryland 20744

21. AUTHORITY OF PARTIES

Each Party represents and warrants to the other Party that it has the power and authority to enter into and perform its obligations under this Connection Agreement.

22. NO BENEFIT TO GOVERNMENTAL OFFICIALS, ETC.

22.1. No member (i.e., Representative or Senator) of, or delegate to Congress, or any similar official, or any member of such person's family, shall be admitted to any share or part of this Connection Agreement, or to any benefit that may arise therefrom; but this provision shall not apply if this Connection Agreement is made

with a corporation or other entity with which such official or family member has only a de minimis (in WMATA's sole opinion) contractual or ownership interest. City warrants, represents, and agrees that as of the date of this Connection Agreement, no person described in this Section 22, nor any entity with which such person is affiliated, has any such interest in City. City shall forthwith deliver written notice to WMATA of any breach of the foregoing warranty, representation, and agreement, and shall make reasonable inquiries from time to time to determine whether any such breach has occurred.

22.2. No member, director, officer, or employee of WMATA or of a local public body during his/her tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Connection Agreement.

23. GRATUITIES

Pursuant to this Connection Agreement, the giving of, or offering to give, gratuities in the form of entertainment, gifts or otherwise to any director, officer or employee of WMATA or City with a view toward securing an agreement or favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to performance under this Connection Agreement, or any agreement that will be negotiated, is expressly forbidden. The terms of this Section 23 shall be strictly construed and enforced in the event of a violation.

24. USE OF WMATA COMPACT

City understands and agrees that in no event shall it assert for its own benefit, or attempt to assert, an exemption or immunity available to WMATA under the Washington Metropolitan Area Transit Authority Compact, Public Law 89-774, 80 Stat. 1324, as same may be amended ("**WMATA Compact**").

25. TAXES

In accordance with the WMATA Compact, WMATA is tax exempt and will not be responsible for any taxes which may result from this Connection Agreement.

26. COMPLIANCE WITH LAWS AND REGULATIONS, ETC.

City shall, at its sole risk, cost and expense, obey, carry out and perform any and all laws, rules, regulations and orders now in effect or hereafter made effective by any government authority with respect to the construction and maintenance of the Connection including the payment of all fees, licenses and permit charges. City shall be responsible for securing all required Prince George's County permits and approvals for construction of the Connection.

27. BINDING NATURE OF AGREEMENT

The obligations and benefits of this Connection Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.

28. ASSIGNMENT

This Connection Agreement may not be assigned or transferred without the prior written approval of WMATA, which approval may be denied in WMATA's sole judgment.

29. INVALID OR UNENFORCEABLE TERMS

If any provision of this Connection Agreement or the application of such provision to any Party or situation shall be held invalid or unenforceable, the remainder of this Connection Agreement and the application of such provision other than those held invalid or unenforceable shall not be affected and shall continue valid and enforced to the fullest extent permitted by law. Any such invalid or unenforceable provision shall be deemed automatically reformed to render same as close in meaning and effect as the original provision but still valid and enforceable.

30. AMENDMENTS, MODIFICATIONS, WAIVERS AND CONSENTS

This Connection Agreement may be amended or modified, in whole or in part, at any time or from time to time only by an instrument executed and acknowledged by the Parties. Waivers and consents respecting this Connection Agreement shall be binding only if in writing and signed by the Party against whom such waiver or consent is sought to be enforced.

31. NOT CONSTRUED AGAINST DRAFTER

This Connection Agreement has been negotiated and prepared by both WMATA and City and their respective attorneys and, should any provision of this Connection Agreement require judicial interpretation, the court interpreting or construing such provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

32. COUNTERPARTS

This Connection Agreement may be executed in one or more identical counterparts each of which shall be deemed to be an original thereof and shall be enforceable against each of the Parties hereto.

33. ENTIRE AGREEMENT

All terms and conditions with respect to this Connection Agreement are expressly contained herein. The Parties agree that no representative or agent of any Party has made any representation or promise with respect to this Connection Agreement not expressly contained herein.

IN WITNESS WHEREOF, the parties have caused this Connection Agreement to be executed in duplicate as of the date and year first written above, as an instrument under seal.

WITNESS:

**WASHINGTON METROPOLITAN AREA
TRANSIT AUTHORITY**

Name: _____

Nina M. Albert, Managing Director
Office of Real Estate and Parking

Approved as to form and legal sufficiency:

Kermit Welch
Chief Counsel

WITNESS:

THE CITY OF GREENBELT:

Name: _____

Name: _____
Title: _____

Exhibit A

(Approximate Location and Configuration of Connection)

Exhibit B

(Matrix of Maintenance Responsibilities)

Exhibit C

(Insurance)

ALEXANDER & CLEAVER

ATTORNEYS AT LAW

Professional Association

Gary R. Alexander ^{MD DC VA FL}

James A. Cleaver ^{MD DC}

Todd K. Pounds ^{MD DC}

Jason A. DeLoach ^{MD DC}

James K. McGee ^{MD DC}

Whitney Cleaver Smith ^{MD DC VA}

David N. Hruda ^{MD}

Jennifer S. Lancaster ^{MD}

Raylynn T. Best-James ^{MD}

Barbara S. Zektick ^{MD}

Admitted to Practice in State

Maryland • District of Columbia • Virginia

Tele: (301) 292-3300 Fax: (301) 292-3264

www.alexander-cleaver.com

Toll Free: (800) 292-LAWS

11414 Livingston Road
Fort Washington, MD 20744-5146

Offices:
Annapolis, MD
Rockville, MD
Cumberland, MD
La Plata, MD
Alexandria, VA

Government Relations Consultants/Attorneys
Gary R. Alexander
Barbara S. Zektick

Senior Government Relations Consultant
Davion E. Percy
Robin F. Shaivitz
Lyle W. Fowlkes

Government Relations Consultants
Casper R. Taylor, Jr.
Emily E. Arneson
Richard J. Reinhardt, II

April 25, 2019

Terry Hruby, AICP
Planning Director
City of Greenbelt
25 Crescent Road
Greenbelt, Maryland 20770

RE: Connection Agreement

Dear Ms. Hruby:

As a follow-up to our ongoing discussions, please accept my comments as to the Connection Agreement.

- Under Recital 2, the name should be changed to NVR MS Cavalier Greenbelt, LLC.
- Under Paragraph 2.1, (I) language should be inserted, "...for purposes of designing and constructing the connection...", and under (II) the change should include, "...for purposes of maintaining, repairing, removing and reconstructing the connection..."
- Under Paragraph 3.2, it should be understood that this Connection Agreement can be renewed for two additional terms of five (5) years each after the initial ten (10) year term.
- Under Paragraph 3.4, that notice should be at least 180 days.
- Under Paragraph 5.1, the term "irrigation" should be changed to "storm water management". Also, the term "Woodlawn property" should be changed to "NVR".
- Under Paragraph 8.1, the change "...WMATA and the City reserve the right to transverse..."
- Under Paragraph 8.2, a comma should be placed after the word "condition" to include, "the same level of maintenance for leaves, snow, ice and trash as is normally performed by the City at other locations".

- Under Paragraph 8.6, after the word “contrary”, language should be inserted “...after notice is given to the City with ninety (90) days to correct any such obligation”.
- Under Paragraph 12.2, the thirty (30) days should be changed to ninety (90) days.
- Under Paragraph 14, the term “removal notice” should be changed to “...apply for permits for removal...”.
- Under Paragraph 20.2, please change the City Solicitor to me.

After you review these comments, please contact the undersigned with any questions which you may have.

Very truly yours,



TODD K. POUNDS, ESQ.

TKP/cal

ALEXANDER & CLEAVER

ATTORNEYS AT LAW

Professional Association

Gary R. Alexander ^{MD DC VA FL}

James A. Cleaver ^{MD DC}

Robert J. Garagiola ^{MD DC}

Todd K. Pounds ^{MD DC}

Jason A. DeLoach ^{MD DC}

James K. McGee ^{MD DC}

Whitney Cleaver Smith ^{MD DC VA}

David N. Hrudá ^{MD}

Jennifer S. Lancaster ^{MD DC}

Aubrey E. Mirkin ^{MD DC PA}

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Annapolis, MD

Rockville, MD

Cumberland, MD

La Plata, MD

Alexandria, VA

Government Relations Consultants:

Casper R. Taylor, Jr.

Hannah Powers Garagiola

Tyler W. Bennett

Moirá R. Cyphers

Davion E. Percy

Isaac N. Meyer

L. Alexandra Shull

Josh Howe

June 20, 2018

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

Re: WMATA Connection Agreement

Dear Ms. Ard:

I have reviewed the WMATA Connection Agreement and I wanted to send you an outline as to its terms. I did not have any real adverse comments as to the terms of the Agreement, however, I wanted to make sure that you were aware of the City's rights and obligations pursuant to the terms of the Agreement.

Under the terms of the Agreement, WMATA is granting the City and its agents the right to access on, to, and over the WMATA property for the purposes of maintaining, repairing, constructing, and reconstructing the connection. WMATA is granting the City and the general public the right to use the connection for ingress and egress.

The term of the Agreement is for ten (10) years with two additional five-year terms for renewal. The City must provide written notice to WMATA of its intent to renew the terms of the Agreement no less than 180 days prior to the expiration of the then current term. WMATA is reserving the right to terminate the Agreement if it determines that it needs to remodel the WMATA property in a manner that interferes with the connection. The connection shall include the sidewalk, fencing, bridge, ramps, traffic calming devices, lighting, emergency call box, surveillance cameras, traffic signal, landscaping, irrigation and drainage throughout the approximately .6 miles of the

WMATA property pursuant to the approved design between the parties. The City may pay for and locate directional signals on the WMATA property subject to WMATA's prior written approval.

The connection shall only be used to facilitate safe pedestrian and bicycle ingress and egress and no commercial or other activity shall be permitted within the connection or on WMATA property.

The City, at its sole cost and expense, shall maintain the connection and free of trash, leaves, snow, ice and graffiti. The City is also responsible for all repairs and upgrades to the connection which shall be maintained free of all tripping and falling hazards. The Greenbelt Police Department and the Metro Transit Police shall have concurrent jurisdiction over the area, however, the Greenbelt Police shall have primary responsibility for policing and law enforcement activities on and around the connection area.

The City agrees not to interfere with the flow of pedestrian or bicycle traffic within the connection except for temporary needs and the City shall not impair WMATA's use of the station in any manner. If the City fails to meet its obligations pursuant to this Agreement, WMATA reserves the right to close the connection until the City eliminates any unsafe or unacceptable conditions in which the connection will immediately be reopened. If there is an emergency closing of the station, WMATA reserves the right to close the connection.

The City agrees to be responsible for all claims associated with the design, construction, security, repair and maintenance of the connection and WMATA shall notify the City of any liability, claim, costs, penalty or any similar expense associated with the connection.

If there is a default alleged by either WMATA or the City, notice must be given to the other party and thirty (30) days to correct or begin correction of any alleged default.

In the event WMATA redevelops the station through expansion or reconfiguration, the City would arrange for a temporary or permanent relocation of the connection.

It is agreed that the City shall own all of the improvements and infrastructure that it constructs on the WMATA property and WMATA is granting a license to the City for this construction and use and the City will not create any lien upon any WMATA property. In the event the connection becomes unusable or destroyed, the City shall have the option of terminating the Agreement or rebuilding the connection.

No member of Congress or any political individual shall share or have any part of this connection for any benefit. The giving of any gifts to WMATA to further this Agreement is strictly prohibited.

Ms. Nicole Ard

June 20, 2018

Page 3

This provides a synopsis of the terms of the connection Agreement and I did not have any other formal objections or comments.

Very truly yours,

Todd K. Pounds, Esq.

TKP/cal

Cc: Mr. Emmett V. Jordan, Mayor
Ms. Judith F. Davis
Mr. Colin A. Byrd
Ms. Leta Mach
Ms. Silkie Pope
Mr. Edward V.J. Putens
Mr. Rodney M. Roberts

City Council Agenda Item Report

Meeting Date: August 12, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

Campaign Signs on Public Property

Suggested Action:

Reference: Memorandum, B. Anderson, 08/06/2019

The City Council in 1991, established nine sites on public property throughout the City where election signs could be placed. At that time, candidates entered into a voluntary agreement among themselves not to place campaign signs in residential yards. Council has voted to continue the program through all subsequent City Council elections.

At Council direction in 2005, the number of sites was expanded to 15. Because of the increased number of sites, the fee for participation was also raised to \$75 to help defray the costs of staff time and materials.

In 2017, Woodlawn Development agreed to the placement of City election signs in the median on Greenbelt Station Parkway approximately 100 feet onto its property from the bridge. The three poles would be stacked, approximately ten (10) feet apart in the median, since there is not enough room there for horizontal placement as with the other signs. This increased the number of sites to 16.

Included in Council's packet is a memo from the City Clerk listing the sites proposed for 2019. Council direction is sought regarding continuing this program for the 2019 election.

Attachments:

[Signs.mem.2019.pdf](#)

CITY OF GREENBELT
City Clerk's Office
25 Crescent Road
Greenbelt, Maryland 20770

Memorandum

Date: August 6, 2019
To: City Council
From: Bonita Anderson, City Clerk
Re: Campaign Signs on Public Property for 2019 Council Election

The City Council in 1991, established nine sites on public property throughout the City upon which election signs could be placed. At that time, candidates also entered into an informal agreement among themselves providing some restrictions on signs placed on private property, including no placement of campaign signs in residential yards.

The Council has re-authorized the placing of campaign signs on public property program in all subsequent City Council elections, continuing to stress that it is completely voluntary. Council directed staff in 2005, to expand this program by adding another six locations for signs on public property, bringing the total to 15.

In 2017, Woodlawn Development agreed to the placement of City election signs in the median on Greenbelt Station Parkway approximately 100 feet onto its property from the bridge. This increased the number of sites to 16.

If approved, the program will be conducted under the following guidelines:

- City staff will place the poles.
- A lottery among all candidates will be held on September 23, 2019, for placement location. To participate in the program, the candidate must participate in the lottery or designate someone to draw on his or her behalf.
- Candidates' signs may not be placed on the poles prior to September 24.
- The City's "City Election" sign will be placed in the top central position.
- Candidates provide the signs; City staff will attach the signs if they are given to the City Clerk, or candidates may attach their own signs if they prefer.
- Signs may be no larger than 18" x 24".
- A fee of \$75.00 will be charged to each candidate participating in this program.
- The signs will be removed by City staff on November 6, 2019, and should be picked up from the City Clerk's office promptly.

Sites for Campaign Signs on Public Property

Greenbelt West

- Edmonston Road and Breezewood Drive, SW corner
- Edmonston Road at Springhill Drive – NW corner
- Cherrywood Lane at Springhill Drive – right-of-way on the west side of Cherrywood
- Cherrywood Lane at Breezewood Drive – right-of-way on the west side of Cherrywood
- Springhill Lane and Breezewood Court – either the NW or SW corner
- Greenbelt Station Parkway – Median (100 feet from the bridge)

Center City

- Ridge and Crescent Roads – NW (Police Department) corner
- Southway and Crescent Road – SW corner
- Lakecrest Drive and Greenbelt Road – NE corner
- Research and Ridge Roads – NE corner
- Southway and Ridge Road – SE corner

Greenbelt East

- Mandan Road and Hanover Parkway – NW corner (across Hanover from NE corner of Greenbriar Park)
- Mandan Road at Ora Glen Road – in right-of-way on east side of Mandan (at Mandan Road Ball Field)
- Hanover Parkway and Ora Glen Drive – SE corner (stormwater pond corner)
- Hanover Parkway at Megan Lane - in median facing northbound traffic
- Frankfort and Morrison Drives - NE corner

City Council Agenda Item Report

Meeting Date: August 12, 2019

Submitted by: Beverly Palau

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

Captioning of Council Meetings

Suggested Action:

Reference:

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

Email, J. Fusco, 06/10/2019

Email, M. Stanford, 05/16/2019

Email, A. Barnes, 05/16/2019

The City has been investigating captioning of City Council Meetings for quite some time. Staff had gotten some comments that the signer in the bottom corner of our video is not very helpful as the picture is kind of small. It is difficult to get the right ratio of picture in picture to make this work right. Staff has asked around at conferences and has consulted with a number of municipalities on whether they caption and what they use. We have consulted with 3 different companies about the cost and these were the results:

1. Granicus: Granicus is the company that we currently use for our website, streaming, agenda management and communications cloud. They offer live captioning that is done by a person. The hourly cost for the service is \$150.00 per hour. The City broadcast about 5 hours of meetings a week for a total of 260 hours a year. That would add up to around \$39,000 annually.

2. 3 Play Media: 3 Play offers a service similar to Granicus that is done by a person live also. Their cost is \$132.00 per hour or \$34,320 annually.

3. Municipal Captioning: Staff was referred to this company by Audrey Barnes, Director of Laurel TV. Laurel TV is a high quality organization that has been using this product for some time and is very happy with the results. The captioning is not done by a person, but by voice recognition and hardware. Although this method is not quite as accurate as captioning done by a person, Ms. Barnes states that she has had no complaints about the service. Municipal Captioning provided a quote 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. The total is \$12,960.00. The annual cost after equipment purchase would be about \$7,000.

Currently, the City pays the interpreters a total of \$80 per hour. Using the same formula of approximately 5 hours a week (which is two meetings a week) the cost would be \$20,800 annually. Currently, we only sign one meeting a week, and have \$9,000 budgeted for signing.

Staff suggests that we go forward and try captioning through Municipal Captioning. It will allow us to caption all our meetings and possibly other programming. It would not require live signers to work late hours. It would make creating minutes to the meetings easier by providing us with a transcript of the meeting, and the cost is

similar to what we are currently paying. The estimated time to implement this system, once ordered, would be 4 weeks.

Council direction is requested.

Attachments:

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

[Email, J. Fusco, 06/10/2019.txt](#)

[Email, M. Stanford, 05/16/2019.txt](#)

[Email, A. Barnes, 05/16/2019.txt](#)



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.

From: Julianna Fusco <julianna@3playmedia.com>
Sent: Monday, June 10, 2019 11:42 AM
To: Beverly Palau
Subject: Re: 3Play Media Discussion

Hi Beverly,

Hope you had a great weekend! Last week when we spoke you had mentioned that you'd be looking more into captioning that week. I wanted to check in to see if you had a couple of minutes to reconnect this week about your needs. Feel free to use my calendar to select some time that works for you for a quick call:
<https://links.3playmedia.com/c/Julianna>

Best,
Julianna

ACCESSIBLE VIDEO MADE EASY

Julianna Fusco
Business Development Representative

p: 617-764-5189 x140
Schedule a Meeting
www.3playmedia.com
34 Farnsworth Street, 4th Floor
Boston, MA 02210-1209

Image description: Three planets spin in orbit. ACCESS by 3Play Media, October 3, 2019. Boston, M. Register now!

On Wed, May 22, 2019 at 10:36 AM Julianna Fusco <julianna@3playmedia.com> wrote:
Hi Beverly,

Thanks for taking the time to discuss your captioning needs today. I think 3Play will be a great fit for City of Greenbelt, Maryland. I wanted to mention that we do have special pricing for federal agencies, so your hourly rate would be \$132 per hour.

Here are a couple of pages you may find helpful in your search.

3Play Media and Government: <https://www.3playmedia.com/industries/government/>

True cost of captioning: <https://www.3playmedia.com/2019/02/08/how-much-does-closed-captioning-service-cost/>

If you have any questions, my contact information is below so don't hesitate to reach out. I'm happy to help, or set up a call for you to speak with an account executive to discuss next steps and potentially testing a file free of charge.

Best,
Julianna

Julianna Fusco
Business Development
Schedule a Meeting
p: 617-764-5189 x140
www.3playmedia.com
34 Farnsworth Street
Boston, MA 02210

From: Maggie Stanford <maggie.stanford@granicus.com>
Sent: Thursday, May 16, 2019 1:01 PM
To: Beverly Palau
Subject: RE: Captioning Software

Yes that is an option that you can integrate with your Granicus Video Streaming, but we do not offer that ourselves. You'd have to go with a third party product outsourced from somewhere else.

That said, for 220 hours worth of our closed captioning with live captioners it would be \$130/hour. I know you mentioned that's what you're currently investing in your signers, so it might be an easy financial switch for you and in that case you'd get the benefit of only having to deal with one vendor for all of it.

Are you interested in learning more about our closed captioning options or do you think a software-based solution makes more sense for you?

Best,

Maggie

Maggie Stanford
Account Manager
P: (631) 389-3685 | E: maggie.stanford@granicus.com
W: <https://granicus.com> | T: @GranicusCO

From: Beverly Palau <bpalau@greenbeltnmd.gov>
Sent: Thursday, May 16, 2019 12:38 PM
To: Maggie Stanford <maggie.stanford@granicus.com>
Subject: RE: Captioning Software

Oh, yesterday when I talked to you all, I was told that buying the software can captioning ourselves would be a possibility.
That you all had some clients that did that? Is that not the case?

We are looking to caption around 220 hours.

From: Maggie Stanford [mailto:maggie.stanford@granicus.com]
Sent: Thursday, May 16, 2019 12:09 PM
To: Beverly Palau
Subject: RE: Captioning Software

Hi Beverly!

Great meeting you as well!

In terms of the closed captioning we use live captioners that are contractors that we vet for our clients.
The reason for this is that software is usually only about 50% accurate while our captioners have 95% accuracy.

Do you know how many hours you would most likely need? Our pricing is done on a sliding scale (the more hours you purchase, the less it costs per hour).

Thanks,

Maggie

Maggie Stanford

Account Manager

P: (631) 389-3685 | E: maggie.stanford@granicus.com

W: <https://granicus.com> | T: @GranicusCO

From: Beverly Palau <bpalau@greenbeltmd.gov>

Sent: Thursday, May 16, 2019 10:41 AM

To: Maggie Stanford <maggie.stanford@granicus.com>

Subject: Captioning Software

Hi Maggie!

It was so nice meeting you yesterday! I wanted to know if you could share with me the information

about the captioning software. Is that something that I can get from Granicus.

Or, is it a third party

product? If it is, is there a way for you to let me know what is used?

Thanks!

Beverly

Beverly Palau

Public Information and

Communications Coordinator

City of Greenbelt, MD

240-542-2026

Follow the City of Greenbelt on Social Media for up to date information.

FACEBOOK, TWITTER, PINTEREST, AND YOUTUBE.

From: Audrey Barnes <abarnes@laurel.md.us>
Sent: Thursday, May 16, 2019 12:52 PM
To: Beverly Palau
Subject: Re: Meeting of City Communicators

Yes. It's done live. We used Municipal Captioning out of Raleigh. Great to work with.
Sent from my iPhone

On May 16, 2019, at 12:46 PM, Beverly Palau <bpalau@greenbeltmd.gov> wrote:
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

You do! What company do you use. Is it done live?
Beverly

From: Audrey Barnes [mailto:abarnes@laurel.md.us]
Sent: Thursday, May 16, 2019 12:46 PM
To: Beverly Palau
Subject: RE: Meeting of City Communicators

We do.

Audrey Barnes
Director

City of Laurel
Communications Department
Laurel Municipal Center
8103 Sandy Spring Road
Laurel, MD 20707
Office: 301-725-5300 x2208
Cell: 301-456-6430
Fax: 301-490-5068
abarnes@laurel.md.us
www.cityoflaurel.org

<image001.jpg>

From: Beverly Palau <bpalau@greenbeltmd.gov>
Sent: Thursday, May 16, 2019 12:40 PM
To: Donna Wright <donnaw@takomaparkmd.gov>; Ryna Quinones <rquinones@collegeparkmd.gov>
Cc: Jake Rollow <jrollow@hyattsville.org>; Brayan Perez <bperez@hyattsville.org>; Una Cooper <ucooper@cityofbowie.org>; Audrey Barnes <abarnes@laurel.md.us>; Amy McGuire <Amy.McGuire@gaitthersburgmd.gov>; Marylou Berg <mberg@rockvillemd.gov>
Subject: RE: Meeting of City Communicators

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Totally off topic, but I need to find out if anyone captions their meetings.
Thank you!
Beverly

From: Donna Wright [mailto:donnaw@takomaparkmd.gov]
Sent: Wednesday, May 15, 2019 9:52 PM
To: Ryna Quinones
Cc: Jake Rollow; Brayan Perez; Beverly Palau; Una Cooper; Audrey Barnes; Amy McGuire; Marylou Berg

Subject: Re: Meeting of City Communicators

Ryna,

I am going on vacation starting tomorrow. I'll be back in the office Tuesday. I am fairly new to the City of Takoma Park. I would like to host the mtg and will need help with format/agenda. I need to check to see if the conference is available. I'll get back to everyone.

Thanks.

On Tue, May 14, 2019, 10:16 AM Donna Wright <donnaw@takomaparkmd.gov> wrote:
Good morning,

I am available at the moment either afternoon. Thank you Ryna for organizing this event and I look forward to meeting everyone.

On Mon, May 13, 2019 at 12:45 PM Ryna Quinones <rquinones@collegeparkmd.gov> wrote:
Hi all,

I hope you all are doing well!

As some of you know, several of us city communicators in Prince George's County meet up every so often to talk about our favorite subject: municipal communications. It's been a great way to learn about what our compatriots in other local cities are doing and to share notes (or horror stories lol).

Somehow it's already mid-May and I think it's time we meet up again and include our fellow municipals over in MoCo!

So far, it seems that the first two weeks of June are the most available particularly either June 6 or 13 in the afternoon. Which date would work best for you? Where would you all like to meet?

Thanks,
Ryna Luckert Quinones
Communications Coordinator

240.487.3508
rquinones@collegeparkmd.gov
collegeparkmd.gov
Facebook | Twitter | Instagram

<image002.jpg>

City Mission
The City of College Park provides open and effective governance and excellent services that enhance the quality of life in our community.

--
Donna M. Wright
Communications Specialist

City of Takoma Park
7500 Maple Avenue | Takoma Park, MD 20912

Tel: 301-891-7236

City Council Agenda Item Report

Meeting Date: August 12, 2019

Submitted by: David Moran

Submitting Department:

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

Modification to Smoking Policy

Suggested Action:

Mayor Pro Tem Davis has asked whether the City's no-smoking rules addressed vaping or electronic cigarettes. The City's rules do not specifically reference vaping or electronic cigarettes. However, City staff considers smoking electronic cigarettes/vaping the same as smoking traditional cigarettes and have prohibited them according to City policy. Vaping has become more prevalent in recent years and newer no smoking signage refers to both smoking and vaping.

Smoking on City property is prohibited as follows:

- City owned buildings or fence enclosed facilities (outdoor pool, dog park, skate park, tennis courts, etc.) and on City property within 25 feet of these buildings and facilities.
- Designated play spaces at outdoor park facilities (ball fields, playgrounds, basketball courts, etc.) an on City property within 25 feet of these spaces.
- Within 50 feet of City gas pumps.
- City owned or leased vehicles.
- Roosevelt Center Mall (rectangle between Mother & Child statue and underpass).

Council can clarify that the City's no smoking rules apply to electronic cigarettes. Mayor Pro Tem Davis requested this item be added to this evening's agenda.

Approval of this item will clarify that the City's no smoking policy applies to electronic cigarettes/vaping in addition to traditional cigarettes.

Attachments:

City Council Agenda Item Report

Meeting Date: August 12, 2019

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section:

Subject:

*Reclassifications

Suggested Action:

Attached is a confidential memo on proposed FY 2020 Reclassifications. Five positions are recommended for reclassification. Approval of this item on the Consent Agenda will result in the approval of these reclassifications.

Attachments:

City Council Agenda Item Report

Meeting Date: August 12, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

*Appointment to Advisory Group

Suggested Action:

Reference: Applications

Council interviewed William Manico on June 3, 2019, and Erica Hernandez on July 1, 2019, for appointment to the Greenbelt Advisory Committee on Environmental Sustainability (Green ACES).

Council also interviewed Julie Gaebe on August 7, 2019, for appointment to the Board of Elections (BOE).

Approval of this item on the consent agenda will indicate Council's intent to appoint both Mr. Manico and Ms. Hernandez to Green ACES; and Ms. Gaebe to the BOE.

Attachments:

City Council Agenda Item Report

Meeting Date: August 12, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

*Resignations from Advisory Groups

Suggested Action:

Reference: Letter, C. Harris, 07/05/2019

Email, J. Murray, 07/32019

Consuella Harris has submitted her resignation from the Employee Relations Board and Joe Murray has submitted his resignation from the Forest Preserve Advisory Board.

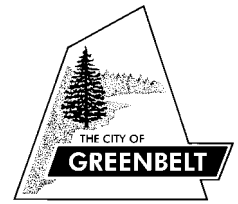
Approval of this item on the consent agenda will indicate Council's intent to accept both resignations with regret.

Attachments:

CITY OF GREENBELT, MARYLAND

25 Crescent Road, Greenbelt, MD 20770-1891

8/8/2019 12:02 PM



City Council Meetings & Work Sessions August – September

Exhibit Reception with Greenbelt Arts Educators, (MB)	Mon.	08/12	7:00 pm
Regular Meeting	Mon.	08/12	8:00 pm
Work Session – Greenbelt Station Community, (Verde)	Wed.	08/14	8:00 pm
Work Session – TBD, (MB)	Mon.	08/19	8:00 pm
Business Coffee	Wed.	08/21	7:30 am
Work Session – TBD, (CC)	Wed.	08/21	8:00 pm
Work Session – Prince George's County Fire Chief/Greenbelt Volunteer Fire Department, (MB)	Mon.	08/26	8:00 pm
Work Session – TBD, (SHL)	Wed.	08/28	8:00 pm
No Meeting – Labor Day Holiday	Mon.	09/02	
Work Session – NASA Goddard, (CC)	Wed.	09/04	7:30 pm
Regular Meeting	Mon.	09/09	8:00 pm
Work Session – NRP Greenbelt Metro Multifamily Residential Development, (CC)	Wed.	09/11	8:00 pm
Work Session – TBD, (MB)	Mon.	09/16	8:00 pm
Work Session – County Executive Alsobrooks, (MB)	Wed.	09/18	7:30 pm
Regular Meeting	Mon.	09/23	8:00 pm
Work Session – Forest Preserve Stewardship Guidelines and Health Assessment, (CC)	Wed.	09/25	8:00 pm
Work Session – Verizon, (MB)	Mon.	09/30	8:00 pm

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

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

Bonita Anderson, City Clerk

CITY OF GREENBELT, MARYLAND

25 Crescent Road, Greenbelt, MD 20770-1891

8/8/2019 12:02 PM

Ready to be scheduled:

State's Attorney Braveboy
Prince George's County Council
Chair Todd Turner
Roosevelt Center Owner
WMATA Metro Station/ MARC Train Service/
MDOT
Verizon
GHI – NCOZ/Arts & Entertainment District
Potential Bond Referendum/Capital Financing
Greenbelt Postmaster
CRAB Report – Police Community Relation
Cemetery Plans
Greenbelt Watershed Groups
Forest Preserve/Community Gardens
WSSC
Department of Veteran Affairs
Ground Floor East Space (GFES) – (*former
Adult Daycare Space*)
Small Cell Procedures and Policy Review
Memorial Wall Piece
Beltway Plaza (stakeholder)
Healthy Eating Active Living (HEAL)(08-12-19)
Forest Preserve Stewardship Guidelines and
Health Assessment
Capital Office Park

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 Plans

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												
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												
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								
State's Attorney (4 years)	2/11	4/15												

(Rev. August 9, 2019)