



**CITY COUNCIL AGENDA**  
**COUNCIL MEETING WILL BE ONLINE ONLY**

**Due to the COVID-19 precautions, the Council Meeting will be held online and is planned to be cablecast on Verizon 21, Comcast 71 and 996 and streamed to [www.greenbeltmd.gov/municipaltv](http://www.greenbeltmd.gov/municipaltv).**

**Resident participation:**

**Join Zoom Meeting**

**<https://us02web.zoom.us/j/84389173047?pwd=a0tiUG5sTkc0UHVSzczZZUIQxZUt4QT09>**

**OR**

**Join By phone: (301) 715-8592**

**Meeting ID: 843 8917 3047**

**Passcode: 447757**

**In advance, the hearing impaired is advised to use Video Relay Services (VRS) at 711 to submit your questions/comments or contact the City Clerk at (301) 474-8000 or email [banderson@greenbeltmd.gov](mailto:banderson@greenbeltmd.gov).**

**Monday, August 9, 2021**

**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 Council and Staff Recommendations (Items on the Consent Agenda [marked by \*] will be approved as recommended by Council and Staff, subject to removal from the Consent Agenda by Council.)

5. Approval of Agenda and Additions

## II. COMMUNICATIONS

6. Presentations

- 6a. Greenbelt Lions Committee Scholarship Program

Suggested Action:

Dinah Cohen and Noah Bruce Cohen-Mitchell both have received the Greenbelt Lions Club's Stan Hoke Scholarships. It is a competitive program in which students provide their insights into why they deserve scholarships and the student's viewpoint regarding an improvement they would suggest for the City of Greenbelt and how it would improve the quality of life if implemented.

7. Petitions and Requests

- \*8. \* Minutes of Council Meetings

Suggested Action:

Work Session - May 18, 2020

Work Session - May 20, 2020

Work Session - June 3, 2020

Work Session - July 15, 2020

Work Session - August 5, 2020

Work Session - August 12, 2020

Work Session - August 26, 2020

[WS200518.pdf](#)

[WS200520.pdf](#)

[WS200603.pdf](#)

[WS200715.pdf](#)

[WS200805.pdf](#)

[WS200812.pdf](#)

[WS200826.pdf](#)

- 8a. Statement for the Record - Closed Session, July 29, 2021

Suggested Action:

Reference: Statement for the Record, July 29, 2021

Closed Session of July 29, 2021: The following motion is needed: In accordance with the

General Provisions Article, Section 3-06(c)(2) of the Annotated Code of Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council met in closed session on Thursday, July 29, 2021, at 8:09 p.m. virtual by zoom. Council held this closed meeting in accordance with Section 3-305(b)(1)(7) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland; 1) discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals; 2) to consult with legal counsel regarding outstanding legal matters.

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

Vote to close session:

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

The following staff members were in attendance: Assistant City Manager George, Human Resources Director Martinez (excused at 9:25p), Chief Bowers (excused at 8:17p), City Solicitor Pounds.

[Closed Session Form 07.29.21.pdf](#)

## 9. Administrative Reports

### \*10. \* Committee Reports

#### \*10a.\* Advisory Planning Board Report 2021-3, Beltway Plaza Detailed Site Plan - Phase 1

Suggested Action:

It is recommended Council accept this report. This item appears later on this evening's agenda for Council action.

[August 3 APB Report - Beltway Plaza.pdf](#)

## III. LEGISLATION

11. 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 - FY22

Negotiated Purchase List - FY22 sorted high to low

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 and other cooperative purchasing programs, with the bid price extended to Greenbelt.

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

[Res Neg Purchase.pdf](#)

[Negotiated Purchase List-FY22 - Final to Council 7-9-2021.pdf](#)

[Negotiated Purchase List-FY22 - Final to Council 7-9-2021-sorted high to low.pdf](#)

12. Resolution to Authorize the Negotiated Purchase of Replacement Interview Room Recording Equipment  
- 2nd Reading, Adoption

Suggested Action:

Reference:

Resolution

Price Quote



The Police Department is seeking to replace interview room recording equipment for the two police interview rooms because the current equipment is over fifteen years.

Police staff have researched and have identified the Axon Interview Room recording solution as the most suitable replacement, as it is integrated in with the Department's current body-worn camera program and digital evidence management system.

Axon Enterprise, Inc. of Scottsdale, Arizona is the sole-source provider of the solution and has submitted a price quote in the amount of \$50,818.00 for a five-year service contract.

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

[Interview Room Replacement Resolution.pdf](#)  
[Greenbelt PD Interview Room.pdf](#)

13. Resolution to Authorize the Negotiated Purchase of Replacement Radio and Telephone Recording Equipment  
- 2nd Reading, Adoption

Suggested Action:

Reference:  
Resolution  
Price Quote

The Police Department is seeking to replace the digital media recorder for police radio and telephone systems because the current recorder is eleven years old and in need of replacement.

The Police and I.T. staff have researched and have identified the NICE Recorder as the most suitable system. Applied Digital Solutions, Inc. of Louisville, Kentucky has submitted a price quote for the NICE Recorder and service in the amount of \$18,500.20. The FY 2022 budget includes \$18,600.00, for the purchase of the replacement recorder.

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

[Recorder Replacement Resolution.pdf](#)

14. Reparations Referendum Resolution  
- 2nd Reading, Adoption

Suggested Action:

Reference: Resolution

Mayor Byrd requested this item added to the agenda.

Enclosed in Council packet is a resolution providing for a referendum to be held for the purpose of submitting to the voters of the City of Greenbelt the question of whether to establish a Greenbelt Commission to study and develop Local Reparations Proposals.

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

[Greenbelt Resolution -- Reparations Commission.pdf](#)

#### **IV. OTHER BUSINESS**

15. Recognition Group – Greenbelt Boys and Girls Club

Suggested Action:

Reference:

PRAB Report #22-1, Greenbelt Boys and Girls Club

Grant Application

It should be noted that the Greenbelt Boys and Girls Club was not able to meet the deadlines to have the application reviewed by the Grant Review Panel. As such, the

Parks and Recreation Advisory Board reviewed the application and provided a recommendation for funding.

Council approval is sought. Greenbelt Boys and Girls Club President, Orin Howard will be present to answer questions.

[PRAB Report- Greenbelt Boy and Girls Club 7-5-21.pdf](#)  
[Greenbelt Boys and Girls Club Application FY22.pdf](#)

16. Police Department Collective Bargaining Agreement

Suggested Action:

Reference:

CBA Ratified by Fraternal Order of Police  
Greenbelt CBA  
CBA July 1, 2020 - June 30, 2021

Included in Council's packet is a contract to approve the City's Collective Bargaining Agreement with Fraternal Order of Police Lodge No. 32 (FOP). The agreement is the result of negotiations conducted over the last several months. The agreement has been ratified by the FOP and it is being submitted for Council consideration and approval.

If approved, the agreement will take effect July 1, 2021 and remain in effect for four (4) years. It provides for pay increase over four years including cost of living and merit adjustments. The proposed pay increase is based on a growth in city revenue and includes returning missed step increases. Many elements of the agreement lock in current practices regarding pay and benefit programs for the duration of the agreement.

Staff recommends the contract be approved.

[Greenbelt CBA](#)  
[Greenbelt CBA Draft PJM and SMS 8-4-21.pdf](#)

17. Beltway Plaza Detailed Site Plan - Phase 1

Suggested Action:

In April 2021, the Applicant submitted a Detailed Site Plan (DSP) for Phase 1 of the Beltway Plaza redevelopment. Plans were discussed at the Council work session on June 23, 2021, and have been discussed by APB, Green ACES, and PRAB. Reports from APB and PRAB are included in Council's packet. In response to concerns raised, the Applicant submitted updated plans to the City and County on July 29, 2021. Further, the Applicant and Staff have

been in coordination on a draft list of conditions for support, which is included in Council's packet. Staff recommends the City Council support the DSP with attached conditions. A Prince George's County Planning Board hearing is scheduled for September 9, 2021, and comments are due to M-NCPPC by August 16, 2021.

[Staff memo BP \(DSP\) \(Final Draft\).pdf](#)

[City Staff Conditions BP \(DSP\) \(Final Draft\).pdf](#)

[01-BWP Phased Development Exhibit.pdf](#)

[August 3 APB Report - Beltway Plaza.pdf](#)

[PRAB Report 21-5 Beltway Plaza.pdf](#)

18. Award of Purchase - Police and Public Works Vehicles

Suggested Action:

Reference: Memorandum, Brian Townsend, 8/02/2021

FY 2022 Vehicle Information Public Works/Planning

FY2022 Award of Purchase Public Works/Planning Vehicles and  
Equipment

Award of Purchase Police Vehicles

Memorandum, Brian Townsend, 8/2/2021

FY 2022 Vehicle Information Police

The FY 2022 Replacement Fund includes \$391,000 for the replacement of the following vehicles and equipment:

- #146 1990 GMC Aerial Lift Truck
- # 464 1998 Kubota Tractor with attachments
- #712 2008 Ford Focus, Gas
- #113 2006 Chevy Silverado, Pickup
- #408 2008 F-250 4x4 Pickup

As a member of Sourcwell the City is able to obtain a purchase vehicles and equipment with the winners of the natural bidding process. Sourcwell is a public agency that enables municipalities to combine national purchasing power through cooperative efforts. Staff has identified Sourcwell contract #012418-ALT for the purchase of a Altec Bucket Truck to replace the bucket truck (#146). The cost of the new Altec Bucket Truck is \$183,038.00.

Staff have also identified Sourcwell contract #GM-062117, for the replacement of Kubota Tractor with attachments (#464). Staff have requested and budgeted for two smaller tractor with cabs and snow plow attachments. This will aid with sidewalk snow removal along with being more flexibility on usage of the equipment. The cost for two (2) tractors with cab and plow attachment is \$73,405.00.

The replacement of Planning's 2008 Ford Focus (#712), gas engine staff are recommending it replaced with an electric vehicle. Staff has identified State of

Maryland statewide contract Blanket Purchase Order (BPO) #001B1600343 for 2022 Chevrolet Bolt contract price of \$29,878.00.

For the purchase of the two (2) replacement pickup trucks (#113 & #408) staff has identified Howard County contract #440003197. The cost for one (1) Ford F-250 Crewcab is \$41,268.00 with snow plow and \$35,711.00 without snow plow package.

The FY 2022 General Fund includes funding for the purchase of the following vehicles:

- Four (4) Ford Hybrid Police Interceptor Sport Utility Vehicles (SUV)

Staff has identified as State of Maryland statewide contract for Police SUV's under the State of Maryland Blanket Purchase Order (BPO) #001B1600353. The cost for on (1) Ford Police Interceptor is \$37,674. The total purchase price for all four (4) vehicles is \$150,696. The FY 2022 budget allotted \$254,000 for the purchase for these vehicles.

Staff recommends Council approve the following purchases:

- one (1) 2022 Altec Bucket Truck per the Sourcewell contract #012418-ALT from Altec, 1550 Aerial Ave., Creedmoor, NC 27525 for \$183,038.00
- two (2) 2022 Kubota tractors with cab and snow plows per Sourcewell contract #31327, Gateway Tractor & Equipment Co., Inc., 3030 Crain Highway, Upper Marlboro, MD, 20774 to a total of \$73,405.00
- one (1) 2022 Chevy Bolt's per State of Maryland statewide contract BPO #001B1600343 from Criswell Chevrolet Fleet Sales, 503 Quince Orchard Road, Gaithersburg, MD 20878, for \$29,878.00
- two (2) 2022 Ford F-250 pickup truck per Howard County #440003197 from Hertrich Fleet Services, Inc., 1427 Bay Road Milford, DE 19963, for a total \$76,979.00
- four (4) Ford Hybrid Police Interceptor Sport Utility Vehicle per State of Maryland BPO #001B1600353 from Hertich Fleet Services, Inc., 1427 Bay Road, Milford, DE 19963 for \$150,696.00

[FY2022\\_Vehicle\\_Information\\_PW\\_Planning.pdf](#)

[FY2022\\_Vehicle\\_Information\\_Police.pdf](#)

[FY2022\\_Award\\_of\\_Purchase\\_PW\\_Planning.pdf](#)

[FY2022\\_Memorandum\\_Replacement\\_Fund\\_PW\\_Planning.pdf](#)

[FY2022\\_Memorandum\\_Police\\_New\\_Equipment.pdf](#)

[FY2022\\_Award\\_of\\_Purchase\\_Police.pdf](#)

19. Maryland Massive Ransomware Attack

Suggested Action:

Councilmember Pope requested this item be added to the agenda.

20. Letter to Governor Hogan, Transportation Secretary Slater, and Maryland Legislators  
Suggested Action:

Reference: Draft Letter

Green ACES, Recommendation #2021-20

Councilmember Davis requested this item be added to the agenda.

On May 6th, Greenbelt Advisory Committee on Environmental Sustainability submitted a recommendation to Council to send a letter to Governor Hogan, Transportation Secretary Slater, and Maryland Legislators to recommend that Maryland launch the Transportation and Climate Initiative (TCI).

Included in Council's packet is a draft letter to the Governor urging the launch of the TCI.

Council approval is recommended.

[Hogan Letter to Implement TCI 8-3-21.pdf](#)

[Green ACES Rec 2021-02 -- TCI Support.pdf](#)

21. School Resource Officer Memorandum of Understanding  
Suggested Action:

Reference: Memorandum of Understanding

The Greenbelt Police Department proposes that Council approve a Memorandum of Understanding with the Prince Georges County Public School System to continue the School Resource Officer program. The Greenbelt Police Department provides a School Resource Officer to Eleanor Roosevelt High School for the purpose of developing positive law enforcement relationships with students, their families, and school staff. The Police Department has a long successful history with the School Resource Officer program and seeks to continue that partnership with the Prince Georges County Public School System. The County provides compensation to the City for these services in the amount of \$80,000.00 per fiscal year.

Staff recommends the City Council approve the Memorandum of Understanding.

[Greenbelt PD-PGCPS SRO MOU.pdf](#)

22. COVID-19 Testing/Vaccination for City Employees

Suggested Action:

Ms. Davis and Mr. Roberts are requesting that Council revisit its previous decision not to require City employees to be vaccinated for Covid-19. The current surge of Covid-19 infections due to the Delta Variant necessitates a change in policy. Ms. Davis and Mr. Roberts are suggesting that Council now approve a policy that all City employees, including City Councilmembers, be required to have had at least one shot of the Covid-19 vaccine by Sept. 1 or submit to a weekly Covid-19 test until they are fully vaccinated. All City employees need to be fully vaccinated by Sept. 22. Human Resources will be responsible for accepting, recording, and keeping track of vaccination validation. Exceptions to this policy will be determined by Human Resources. Employees will receive a list of where to obtain vaccinations and will be allowed time off during the work day, if needed, to get vaccinated.

Proof of vaccination will not be a requirement for employment by the City, however. Employees may begin bringing in their validation cards to Human Resources immediately.

It is hoped that an overwhelmingly percentage of City employees are already fully vaccinated and are to be commended for taking care of their health and that of their families and our City residents.

A motion is needed by Council to enact this policy .

23. Initial spending of part of American Rescue Plan local aid

Suggested Action:

Mayor Byrd requested this item be added to the agenda.

[Proposed initial spending of part of American Rescue Plan local aid.pdf](#)

24. Council Activities

25. Council Reports

\*26. \* Appointment to Advisory Board

Suggested Action:

Reference: Application and Signed Code of Conduct

On June 16, 2021, Council interviewed Mr. James Williams, Jr. for appointment to the Board of Elections.

Approval of this item on the consent agenda will indicate Council's intent to appoint Mr. Williams to the Board of Elections.

**\*27. \* Reappointment to Advisory Boards**

Suggested Action:

Reference: Reappointment Survey

Lola Skolnik has indicated her willingness to continue to serve on the Park and Recreations Advisory Board (PRAB).

Jane Young has indicated her willingness to continue to serve on the Greenbelt Advisory Committee on Environmental Sustainability Green ACES).

Marc Siegel has indicated his willingness to continue to serve on the Park and Recreation Advisory Board (PRAB).

Approval of this item on the consent agenda will indicate Council's intent to appoint Ms. Skolnik, Ms. Young, and Mr. Siegel to a new term.

**\*28. \* Resignation from Advisory Group**

Suggested Action:

Reference: Survey - G. Gainer  
Email - J. Saunders  
Email - F. Holland

Gordon Gainer has submitted his resignation from the Advisory Committee on Education (ACE), John Saunders has submitted his resignation from the Board of Elections (BoE), and Findley Holland has submitted her resignation from the Youth Advisory Committee (YAC).

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

## **V. MEETINGS**

Meetings

Suggested Action:



[meetings.pdf](#)

## Stakeholders

[Stakeholder Schedule.pdf](#)

## City Council Agenda Item Report

Meeting Date: August 9, 2021

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Presentations

Agenda Section: COMMUNICATIONS

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**Subject:**

Greenbelt Lions Committee Scholarship Program

**Suggested Action:**

Dinah Cohen and Noah Bruce Cohen-Mitchell both have received the Greenbelt Lions Club's Stan Hoke Scholarships. It is a competitive program in which students provide their insights into why they deserve scholarships and the student's viewpoint regarding an improvement they would suggest for the City of Greenbelt and how it would improve the quality of life if implemented.

**Attachments:**

## City Council Agenda Item Report

Meeting Date: August 9, 2021

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Meeting Minutes

Agenda Section: COMMUNICATIONS

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### **Subject:**

\* Minutes of Council Meetings

### **Suggested Action:**

Work Session - May 18, 2020

Work Session - May 20, 2020

Work Session - June 3, 2020

Work Session - July 15, 2020

Work Session - August 5, 2020

Work Session - August 12, 2020

Work Session - August 26, 2020

### **Attachments:**

[WS200518.pdf](#)

[WS200520.pdf](#)

[WS200603.pdf](#)

[WS200715.pdf](#)

[WS200805.pdf](#)

[WS200812.pdf](#)

[WS200826.pdf](#)

*WORK SESSION OF THE GREENBELT CITY COUNCIL held May 18, 2020, to undertake a final review of the Proposed FY 2021 Budget.*

*Mayor Byrd started the meeting at 8:30 pm. The meeting was held virtually via Zoom.*

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

*STAFF PRESENT WERE: Nicole Ard, City Manager; David Moran, Assistant City Manager; Mary Johnson, Director of Human Resources; Laura Allen, City Treasurer; Dale Worley, Director of Information of Technology; Terri Hruby, Director of Planning and Community Development; Joe McNeal, Co-Director of Recreation; Dr. Liz Park, Director of CARES; Christal Batey, Community Resource Advocate; Beverly Palau, Public Information and Communications Coordinator; and Bonita Anderson, City Clerk.*

*Also present were: Bill Orleans and others.*

#### *COVID-19 Updates*

*There was a discussion regarding the complaints Council had received concerning people not wearing facial coverings at Buddy Attick Lake Park. Mayor Byrd noted since Council approved of the requirement, facial covering did increase.*

*Mr. Jordan advised the tennis community is confused that the tennis courts aren't open for singles even though it states on the City's website that the tennis courts would be open.*

*Mr. McNeal noted that the staff has been meeting with the Park Rangers weekly. He stated that the Park Rangers' role was for educational purposes, not enforcing if a person is wearing a facial covering.*

*Mr. McNeal stated that the Recreation staff was making recommendations on the information provided to them at the time regarding the tennis courts. He provided his recommendations for following Maryland National Capital Park and Planning (MNCPP) and the courts remain closed.*

*Ms. Ard noted that she would keep the Council updated regarding MNCPPC and the tennis courts. She provided the Council with an update regarding the increase of COVID-19 cases for the 20770 Zip Code.*

*Ms. Ard noted that she had spoken with a State representative regarding the Armory property, and the City Solicitor, Todd Pounds, is following up with the property representative. Ms. Ard noted that she has been working with Ms. Allen and the other Directors regarding the spending plan and the CARES Act reimbursement.*

Ms. Davis inquired if the City needed more PPEs. She asked if the City considered paying hazard pay for the front line employee and could pay be reimbursed in the CARES Act. Ms. Ard noted that the City is in a review of the employees' salaries but also provided some estimates in terms of safe environments that we need the employees to do their work. She requested that Ms. Davis follow-up with the company that is providing the PPE's.

#### *Final Budget Review*

Ms. Ard thanked Council for all their feedback during the budget process.

Ms. Davis inquired about the insurance savings of \$150,000 if that will be discussed. She also asked which chart will be discussed. Mr. Putens noted that he is in support of Chart 2, given the potential financial crisis due to the COVID-19 pandemic. Mayor Byrd stated that both charts needed to be explained, and then the Council can make their decision. Mr. Roberts suggested that the "Wish List" items be taken off the table. He stated that he agreed with Mr. Putens that Council needed to be conservative due to the unknowns related to the COVID-19 pandemic. Ms. Pope agreed with both Mr. Putens and Mr. Roberts regarding the Council needing to be conservative with the budget and that the "wish list" items be taken off the table. Ms. Mach noted that she doesn't notice much difference between both charts, as long as the Council agrees to add and subtract from each chart. Ms. Davis noted that she would like to review Chart 2 first because she agreed with the rest of the Council that the budget needed to be conservative.

Mr. Moran provided the comparison of Chart 1 (Potential Budget Adjustments: Minimum Revenue and Midpoint Expenditure Reduction) and Chart 2 (Potential Budget Adjustments: Maximum Revenue and Maximum Expenditure Reduction). He noted that both charts reflect there were many unknowns due to the COVID-19 pandemic. Chart 1 reflects a reduction in Commercial Abatements, Income Tax, Admission, Amusement Tax, Hotel/Motel Tax, Highway User Revenues, Recreation fees due to the COVID-19 impact on Spring and Summer activities.

Ms. Davis noted the shortfall of \$1,590,529 for the current fiscal year, and the result would be 12% of Unfunded Reserves. She stated she is not in favor of lowering the Unfunded Reserves.

Mr. Moran explained the staff recommendations for Chart 1 expenditures shows the deferred Compensation Study, Cancel Non-essential Travel and Training, and Continue Certain Vacant Positions. He noted that the following recommendations were for deferring half the cost of the FY 21 Salary Increases, the Capital Projects, BCR Projects, and Replacement Fund; and deleting the Architectural Space Study. Mr. Moran advised that if the City was back on target after January 1, 2021, deferring half was the right decision. Staff recommends the Council adopt Chart 1 as the plan for FY 2021. This chart envisions a smaller decrease in revenues and proposes corresponding expenditure decreases.

Mr. Moran noted that the Admissions and Amusement Tax is \$280,000 for the entire fiscal year. Ms. Davis noted that this revenue includes the Labor Day Festival Carnival vendors.

*Ms. Pope requested that the Labor Day Festival be added to the next Council Regular Meeting agenda.*

*Mr. Moran explained that revenue reduction is higher on Chart 2 than Chart 1 and the expenditures were the same on both Charts. He noted the only differences were deferring all the Fiscal Year 2021 Salary Increases, all the Capital Projects, all the BCR Projects, all the Replacement Fund, and to defer the Architectural Space Study on Chart 2.*

*Ms. Davis suggested that Council has another Budget work session in early September. Mr. Putens and Mr. Jordan agreed with Ms. Davis.*

*Ms. Mach inquired about the \$50,000 in the BCR Projects that could be used for the Architectural Space Study, and if so, the Architectural Space Study shouldn't be deferred. Mr. Moran advised that it is correct the funds are in the BCR Project. Ms. Mach requests that the Architectural Space Study not be deferred.*

*Ms. Davis noted that on her budget wish list, she didn't want to delete the Unallocated Appropriation. She wanted an expenditure of \$20,000 to be transferred to the Economy Fund/ Economy Food Fund.*

*Council reviewed and discussed Mr. Jordan's revised budget proposal. Ms. Davis favored deferring the Compensation Study and increasing the Parking Tickets from \$40 to \$50.*

*Ms. Mach noted that the food vouchers should be extended to include the COOP. She also noted her concerns about partially grant-funded projects not being completed.*

*Mayor Byrd wasn't in favor of the Emergency Relief Fund but favored the Food Assistance Voucher program because it could assist more constituents.*

*Mr. Roberts favored the Food Assistance Program, but not the vouchers for the Farmers Market. He wasn't in favor of lowering the Unfunded Reserve Balance to 11% or reducing the tax rate. Mr. Roberts stated that he was in favor of revisiting the Budget Work Session in September.*

*Mr. Putens left the meeting at 10:03 pm.*

*Mr. Jordan favored Chart 2, with an amendment of deferring all Capital Projects, BCR Projects, and Replacement Fund for half a year instead of a whole year.*

*Ms. Mach favored Chart 2, with an amendment not deferring the Architectural Space Study because the funds are already available. She also was in favor of the Compensation Study being completed.*

*Mayor Byrd and Ms. Pope both favored Chart 2.*

*Ms. Davis favored Chart 2 and to review the budget in September.*

Mr. Moran noted that there was \$30,000 in the Planning budget, which staff recommends cutting, and there is \$50,000 in the BCR if Council was in favor of pursuing the Architectural Space Study.

There was a discussion regarding the Architectural Space Study.

Ms. Davis, Ms. Pope, Ms. Mach and Mr. Jordan were in favor of raising the Parking Tickets from \$40 to \$50 and requested that be added to Chart 2.

After considerable discussion, there was consensus to include the following changes to the proposed FY 2021 budget.

|                                                 |              |
|-------------------------------------------------|--------------|
| Proposed FY 2021 Revenues                       | \$32,981,035 |
| Increase Parking Fines to \$50                  | 15,000       |
| Commercial Abatements -----                     | -1,500,000   |
| Reduce Income Tax -----                         | -537,750     |
| Reduce Admissions & Amusement Tax               | -105,000     |
| Reduce Hotel/Motel Tax -----                    | -326,250     |
| Reduce Highway User Revenues                    | -284,950     |
| Reduce Recreation Charges -                     | -677,700     |
| Reduce Parking Citations ----                   | -26,250      |
| Reduce Red Light Camera Fines                   | -157,500     |
| Reduce Speed Camera Fines                       | -122,500     |
| TOTAL Revenues -----                            | 29,258,135   |
| Proposed FY 2021 Expenditures                   | 32,925,900   |
| Defer Compensation Study---                     | -75,000      |
| Debt Service Fund (Dam Loan @ 4%)               | -20,000      |
| MEA Grant Match – Solar EV Charger (reduce FT)  | -33,100      |
| Health Insurance Savings ----                   | -150,000     |
| Cancel non-Essential Travel & Training          | -116,200     |
| Continue Certain Vacant Positions               | -693,600     |
| Defer/Eliminate all FY 21 Salary Increases      | -550,000     |
| Defer all Capital Projects & Reduce Fund Trans. | -1,152,400   |
| Defer all BCR Projects & Reduce Fund Trans      | -879,200     |
| Defer all Replacement Fund & Reduce Fund Trans  | -448,300     |
| Defer Architectural Space Study                 | -30,000      |
| TOTAL Expenditures -----                        | 28,778,100   |

Mr. Jordan requested the repurposing of the Roosevelt Revolving Fund be added to the list. Ms. Davis suggested having another work session during the summer to discuss the repurposing of Roosevelt Revolving Fund.

*Mr. Orleans, a Greenbelt resident, suggests that Council shouldn't accept requests made by Combine Property owners regarding tax abatement appeals. He requested that the Council have a formal discussion during the next Regular Meeting to challenge or oppose a property appeal request.*

*Informational Item –*

*Ms. Ard reminded Council that staff would provide the CARES Act proposal information.*

*The meeting ended at 10:56 pm.*

*Respectfully submitted,*

*Bonita Anderson  
City Clerk*



*WORK SESSION OF THE GREENBELT CITY COUNCIL held May 20, 2020, to meet with the Friends of the Greenbelt Museum (FOGM).*

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

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

*STAFF PRESENT WERE: Nicole Ard, City Manager; David Moran, Assistant City Manager; Dr. Liz Park, Director of CARES; Joe McNeal, Co-Director of Recreation; Megan Searing-Young, Museum Director; and Bonita Anderson, City Clerk.*

*Also present were: Jen Ruffner, Wendy Hurlock, Albert Stephen Oetken, and Caitlin Haynes, Friends of the Greenbelt Museum Board Members; Bill Orleans and others.*

*COVID-19 Updates: Ms. Ard noted staff is currently working on the Coronavirus Aid, Relief, and Economic Security (CARES) Act proposal and requested that the Council submit any comments to the staff. Ms. Davis asked that supplies for the Museum, the Old Greenbelt Theatre, and the Firehouse be added to the CARES Act proposal. Council discussed updates to the COVID-19 and that the numbers are high due to many being tested.*

*Ms. Searing-Young provided background on the history of FOGM and current financial status. She also noted the Education and Volunteers Coordinator position would become a City-paid employee. She noted the Education and Volunteers Coordinator position comes with a matching grant through the National Endowment for the Humanities (NEH).*

*Mayor Byrd read questions from Ms. Molly Lester, a Greenbelt resident. She asked if FOGM shared the museum expansion plans with the neighboring GHI units in courts 1 Westway and 8 Crescent Road. Ms. Lester asked if the neighbors agree to the different flow of pedestrian traffic in and out of the museum, having an education/visitor center "next door" versus a traditionally only open museum on weekends. Ms. Lester asked for an explanation of a silent fundraiser and why it would be necessary for a silent fundraiser. Ms. Searing-Young would provide a full response in writing to the questions. She stated that sharing the plans is part of the permitting process with GHI. Ms. Searing-Young noted that the FOGM wanted Council's input before FOGM pursued the next steps regarding permitting. She explained the plans for the pedestrian traffic and stated the architect recommended installing a side entrance. Ms. Searing-Young stated that FOGM would ask for input from the neighbors.*

*Ms. Searing-Young explains the hours of operation, noting the education center wouldn't be open every day. Ms. Ruffner explained FOGM has had public comment periods to allow the community to see how FOGM has moved forward in the preliminary planning process. Ms. Searing-Young noted the preliminary plans had been posted.*

*Mr. Roberts noted he is not in favor of expanding the museum because it is too big and takes away from the museum. Ms. Searing-Young explained the expansion conforms to GHI specifications.*

*Mayor Pro Tem Jordan expressed his concerns regarding access to the museum. Ms. Searing-Young explained that she and the architect have a contingency plan regarding accessibility that*

*includes a walk-way around the duplex building. She noted petitioning the City to go through the permitting process for two parking spaces on Westway.*

*Ms. Ruffner explained the fundraising campaign. She indicated that the museum is in a "quiet phase," a standard fundraising practice, wherein a capital campaign raises 50-70% of the overall goal before the board starts publicity to achieve the smaller donations. Ms. Ruffner noted the FOGM raised \$200,000. Ms. Ruffner noted that the FOGM tax incentive credit program had been advertised in the FOGM newsletters and the Greenbelt News Review.*

*Based on a question asked by Ms. Davis, Mr. Moran explained the museum falls under the City Manager's Office and noted the chain of command. He noted the position is currently not a benefited position.*

*There was a discussion regarding the museum budget. Ms. Davis stated that there was an increase in the museum budget. Mr. Moran explained the budget and noted that there would be a \$100 price difference when incurring the employee. Ms. Davis inquired about the \$8,000 under miscellaneous. Mr. Moran explained that the fee was for moving the items from the museum to the storage location. Based on a question asked by Mr. Jordan, Ms. Searing-Young explained that both 10-A and 10-B are wired with a security system, with water and temperature sensors.*

*Based on a question asked by Mr. Jordan, Ms. Ruffner explained FOGM received a \$100,000 grant from NEH and had to raise a \$100,000 match. She stated the funds were invested in an investment fund and the income for the Education and Volunteer Coordinator position.*

*Mr. Roberts suggested that when the door at 10-A is replaced, ask GHI to replace it with an original door. Ms. Searing-Young stated that the idea had been discussed with the FOGM board members.*

*In response to Ms. Davis's question, Ms. Ruffner explained that the outreach position is currently open and would be framed more like an office manager/bookkeeper for the non-profit. Ms. Searing-Young wouldn't be supervising non-City employees.*

*In response to a question from Ms. Davis, Ms. Searing-Young stated that the gift shop funds would be deposited with the City Treasurer.*

*Ms. Davis inquired if the museum needed additional cleaning supplies or PPEs due to the COVID-19 pandemic. Ms. Searing-Young explained the next steps for the museum to reopen during the next phase. She noted that the museum would be cleaned between tours and would follow-up with Mr. Moran on what supplies the museum would need.*

*In response to a question asked by Ms. Davis, Ms. Searing-Young advised that the next steps are to present the Council with the agreement at an upcoming regular meeting. Ms. Searing-Young noted the FOGM Board has been examining the MOU, drafting some changes to the agreement, and, in the future, the agreement would be referred to as a contract.*

*Ms. Davis inquired about the renovation process of the expansion of the museum. Ms. Ruffner stated that FOGM is still working with the architect and will start geotechnical testing on site. She explained FOGM would move forward with the permitting process once Council is satisfied with the plans.*

Based on a question asked by Ms. Davis, Mr. Moran explained under the realignment, that the museum would be on the City's regular cleaning schedule. He noted that he walks the museum's perimeter since it closed due to the COVID-19 pandemic. Ms. Davis suggested the police patrol the museum perimeter.

Ms. Searing-Young explained the phasing plan for expanding the museum. Phase one, developing architectural plans, will be shared with the Council and GHI. Phase two would start around August 2020, which would consist of renovation and construction of the addition. Phase three is projected to start in 2022, including office furniture, exhibits, and installation of AV equipment. Phase four is projected to start in late 2022, consisting of landscaping, signage, and outdoor lighting. She advised that with the dates' projection, FOGM would have to ask for an extension from the grants that were received due to the COVID-19 pandemic.

Mr. Jordan stated the historical sign at Schrom Hills Park is in poor condition and requested that Ms. Searing-Young follow-up with repairs.

Mr. Orleans, a Greenbelt resident, stated it was a good idea that the City assumes responsibility for the employees in the museum and the operational cost of the museum.

Ms. Sabrina Baron, Vice President of the FOGM Board and member of the GHI Architectural Review Committee, stated she is very impressed with the architect that FOGM has selected. She noted that the expansion would be done tastefully, skillfully and will be a considerable asset to the community to understand Greenbelt's history.

#### *Informational Items:*

Ms. Davis provided a report on the Higher Achievement Town Hall meeting. She noted that Higher Achievement applied and received the Federal Payroll Protection Fund, but is seeking donations. Higher Achievement provides programs throughout D.C., Virginia, and Baltimore.

Mr. Moran inquired if Council wanted staff to submit the joint signature letter regarding the HERO Act. Both Ms. Davis and Ms. Mach suggested sending a letter thanking Congressman Hoyer.

Mr. Jordan noted his participation via telephone with the Park and Recreation Advisory Board (PRAB) meeting. He shared some concerns of PRAB regarding face mask enforcement around Buddy Attick Lake Park this weekend. Mr. Joe McNeal, Co-Director of Recreation, provided an update concerning the PRAB meeting. He noted that the grills had been closed at Buddy Attick Park. A pop-up tent would be at the entrance of Buddy Attick Park on Crescent Road to provide education to park visitors, and that the police would have increased visibility at the park this weekend. Mr. Putens asked if tennis players were required to wear masks. Mr. McNeal stated that if the tennis players are not playing, they must wear a mask, but not while playing. Mr. Putens asked did the joggers around the lake have to wear masks. Mr. McNeal stated that joggers are not required to wear masks.

Mr. Jordan inquired about scheduling a blood drive. Mr. McNeal stated that Ms. Rebekah Sutfin, Therapeutic Recreation Supervisor, is in the process of scheduling a blood drive in July or August.

*Mr. Roberts asked why the police are not enforcing face masks being worn at Buddy Attick Park. He stated that if there isn't enforcement at Buddy Attick Park, why not close the lake. Ms. Davis stated that visitors under two don't have to wear a face mask, and visitors with certain health conditions don't have to wear a face mask.*

*Ms. Davis inquired about a virtual Memorial Day event. Ms. Ard stated that Ms. Beverly Palau, Public Information and Communication Coordinator, is in the process of hosting a virtual Memorial Day event.*

*The meeting ended at 9:35 p.m.*

*Respectfully submitted,*

*Bonita Anderson  
City Clerk*

*SPECIAL WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, June 3, 2020, to discuss the City's Response to COVID-19.*

*Mayor Byrd started the meeting at 8:00 p.m. The meeting was held virtual via Zoom.*

*Present were Councilmembers Judith F. Davis, Leta M. Mach, Emmett V. Jordan, Silke I. Pope, Edward V. J. Putens, and Mayor Colin A. Byrd. Councilmember Rodney M. Roberts participated by phone at 8:23 pm.*

*Staff members present were Nicole Ard, City Manager; David Moran, Assistant City Manager; Todd Pounds, City Solicitor; Chief Rick Bowers, Captain Gordon Pracht, and Captain Mark Sagan, Greenbelt Police Department; Terri Hruby, Director of Planning and Community Development; Jim Sterling, Director of Public Works; Brian Kim, Assistant Director of Public Works; Brian Townsend, Assistant Director-Parks; Greg Varda, Co-Director of Recreation; Joe McNeal, Co-Director of Recreation; Stephen Parks, Greenbelt Aquatic and Fitness Center (GFAC) Supervisor; Dr. Liz Park, Director of CARES; Laura Allen, City Treasurer; Dale Worley, Director of Information Technology; Beverly Palau, Public Information Communication Officer; Mary Johnson, Director of Human Resource; Charise Liggins, Economic Development Coordinator; Gilberto Cabrera, Supervisory Inspector; and Bonita Anderson, City Clerk.*

*Also present were: Michael Hartman, Mark Cheater, Tom LeaMond, Bill Orleans, and others.*

*Ms. Ard opened the special meeting by reviewing the Council's agenda. She noted that Prince George's County had approved their Outdoor Dining Ordinance given the recovery needs of businesses during the COVID-19 pandemic.*

*There was a discussion regarding scheduling the Special Meeting and the purpose. Mayor Byrd stated that he and his colleagues didn't call for this particular meeting. He explained the steps and procedures on how he and his colleagues call for a special meeting. Mr. Jordan explained that the meeting's need was for the Council to set policy and a process for the next phases during COVID-19. Mr. Putens indicated that he wasn't comfortable with having the meeting. Ms. Davis noted that she also requested this special meeting via email regarding the County's Outdoor Dining Ordinance. She explained the request of the New Deal Café regarding outdoor dining and the ability to serve alcohol at Roosevelt Center.*

*Mr. Roberts called in and wanted to know why the special meeting was being held. He noted that the meeting wasn't advertised in the Greenbelt News Review. Mr. Roberts requested that the special meeting be canceled because it was an illegal meeting. He also stated that he wasn't notified about this meeting. Mayor Byrd explained the agenda of the special meeting. He also explained that neither he nor his colleagues called the special meeting and that staff should have notified Mr. Roberts of the meeting.*

*There was further discussion regarding who called the special meeting and if the meeting was legal. Mr. Roberts stated he contacted Ms. Ard, and she stated that she didn't call for the special meeting. Mayor Byrd explained the law that governs open meetings. He noted that the meeting was advertised on the City website. Mr. Pounds explained that the special meeting was an*

*emergency due to the Governor of Maryland issuing ordinances that the City of Greenbelt and businesses need to abide by. He noted this meeting is an informational meeting not only for the public but also for the Council to set policy and direct staff.*

*Ms. Davis noted that Maria's Beauty Shop and the Barbershop have opened in Roosevelt Center.*

*Mr. Jordan noted that the Roosevelt Center is a Greenbelt Park, and merchants would have to have a permit from the City. He stated there are restrictions regarding alcohol in the City parks. Ms. Davis advised that the Roosevelt Center Merchants would have to go through the County process regarding the Outdoor Dining Ordinance and then would have to obtain a permit from the City regarding alcohol.*

*Mr. Putens requested staff contact the three major shopping centers, Beltway Plaza, Combined Properties, and Roosevelt Center, and inquire about their course of action regarding the County's Outdoor Dining Ordinance.*

*Based on a question asked by Mr. Jordan, Mr. Cabrera advised he performed a drive-by of Beltway Plaza, and all the interior stores were closed as of today. He stated there weren't any dining in areas; all food was carry-out only. Mr. Cabrera explained that the Code Enforcement Division would enforce all restaurants' sitting areas concerning the County Outdoor Dining Ordinance and report all complaints to the 311 complaint department.*

*Based on a question asked by Mr. Putens, Ms. Ard noted that Combined Properties Management had activated plans to replace the empty storefronts.*

*Mr. Jordan stated that the City doesn't have direct control over the alcohol license but can influence the process. Ms. Davis stated that the County Board of Alcohol License typically asked the City's opinion. She stated that the New Deal Café has a license to serve beer and wine.*

*Ms. Davis inquired if the Recreation Department will host small classes outside. Mr. McNeal stated that the Recreation Department staff is working very hard. He noted that there had been an interest expressed to staff on having outdoor programming and staff examining various locations in the City.*

*Ms. Davis inquired if the Dog and Skate Parks would be open. Mr. McNeal advised that every City facility has its own unique set of issues. He noted that staff is working on getting some of the facilities open in Phase II, but it will take time. Mr. McNeal explained some of the issues regarding opening the outdoor pool, for example, social distancing, capacity of the pool and conducting a safe and effective rescue.*

*There was a discussion regarding reopening the Community Center. Ms. Davis stated the Community Center is large and inquired whether only one building entrance is used or would only one wing be open at a time. Mr. McNeal stated that Ms. Di Quynn-Reno, Community Center Supervisor, has been focusing on those same issues and has been researching restricting entrance into the building to coincide with all fire requirements to control traffic flow. Mr. Varda stated he has been researching which programs to move outside and has been contacting*

*the instructors. He noted the Recreation staff met today regarding offering outdoor movies in Phase II. Mr. Varda explained that staff is exploring Fall and outdoor programs for the Recreation Department.*

*Based on a question asked by Ms. Davis, Mr. Varda stated the camp programs aren't free, but the programs are at a reduced rate. He advised that at the Springhill Lake Recreation Center, Brian Butler and Frank Jones, Recreation Coordinators, are in the process of having free activity boxes distributed to the kids.*

*Based on a question asked by Mr. Jordan, Mr. Varda noted that staff has reached out to some of the recognized groups regarding implementing a safety plan when the Governor's Orders are lifted that the groups can meet at a social distance.*

*Ms. Ard noted that there are scholarships available for the virtual summer camps. Mr. Varda explained the scholarship process.*

*Based on a question asked by Mr. Jordan, Mr. Putens noted that the Archdiocese is reviewing St. Hugh's, alternating pew plan. He stated that similar plans are being discussed at other churches in order to practice due diligence.*

*There was a discussion about movie theaters. Mr. McNeal noted that he heard on WTOP that AMC Theaters are in a challenging financial situation, and there is concern that AMC Theaters wouldn't reopen backup. Mr. Varda stated that the reopening of movie theaters is in Phase III, and he spoke with Dr. Catlin McGrath, Executive Director of the Old Greenbelt Theatre, has plans in place for the reopening. Based on a question asked by Ms. Davis, Ms. Hruby noted that the Old Greenbelt Theatre is in the process with the County Building Permit reference to the Pop-Up Theatre.*

*There was a discussion regarding the expansion at the New Deal Café. Mr. Hartman advised the New Deal Café currently has a beer and wine license and could serve on the New Deal Café's patio. He noted that the New Deal Café members wanted to discuss with the City on providing service to the New Deal Café customers outside of the patio, in a clearly designated marked area. Mr. LeaMond explained when the New Deal Café opens to the public that the café would use 25% of the space due to social distancing. He suggested that picnic tables be added to the Roosevelt Center so that customers could enjoy food from a local vendor. Mr. Roberts stated he wasn't in favor of having alcohol at the Roosevelt Center. Ms. Davis favored the New Deal Café expanding its patio, but she wasn't in favor of having alcohol at the Roosevelt Center. Mr. Pounds explained the alcohol permit process.*

*The Special Work Session was interrupted by Zoom Bombers.*

*The meeting ended at 9:32 p.m.*

*Respectfully submitted,*

*Bonita Anderson  
City Clerk*

*WORK SESSION of the Greenbelt City Council held Wednesday, July 15, 2020, to discuss the Economic Development-Recovery.*

*Mayor Byrd started the meeting at 8:02 p.m. It was held virtually by Zoom.*

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

*Staff members present were Nicole Ard, City Manager; David E. Moran, Assistant City Manager; Charise Liggins, Economic Development Coordinator; Terri Hruby, Director of Planning and Community Development; Liz Park, Director of CARES; Beverly Palau, Public Information and Communications Coordinator; Rick Bowers, Police Chief; Bonita Anderson, City Clerk; and Shaniya Lashley-Mullen, Assistant to the City Clerk.*

*Also present were Bob Rand, Dr. Catlin McGrath, Konrad Herling, Michael Hartman, Bill Orleans, and others.*

*Mr. Jordan noted that Council received emails from several residents inquiring about the City's local economy. Ms. Liggins provided Council an update. She noted that Beltway Plaza is open, but there wasn't a lot of foot traffic. She stated that a new business opened up last month at Beltway Plaza, an international supermarket.*

*There was a discussion regarding the City establishing an Economic Development Advisory Committee. Ms. Pope suggested that the advisory committee consist of community business owners. Ms. Liggins noted a list of suggestions supporting the Proposed Recommendations for Economic Recovery Short-term goals. Ms. Davis suggested that there should be two committees, a Greenbelt Chamber of Commerce and a Citizens Economic Development Advisory Committee. Mr. Jordan suggested that the committee be named Round Table.*

*Ms. Liggins reviewed the City of Greenbelt proposed recommendations for economic recovery for short-term and long-term goals.*

*Mr. Roberts inquired how does the City determine what business needs help. He noted that there were over 800 businesses in the City. Ms. Liggins advised that businesses had reached out for assistance.*

*Based on a question asked by Mr. Jordan, Ms. Liggins noted that Prince George's County Economic Development Corporation has been conducting webinars and workshops. She stated the Prince George's County Economic Development Corporation Small Business Manager had been very helpful in assisting businesses that she had referred to them for additional assistance.*

*Ms. Davis inquired had Ms. Liggins worked with the Greenbelt Community Development Corporation (GCDC). Ms. Liggins noted she had connected with Ms. Susan Walker, a member of GCDC, but hasn't worked with the whole corporation.*

*Mr. Jordan suggested that Ms. Liggins add hosting a Virtual Town Hall Meeting or a Virtual*



*Business Coffee at least twice in the proposed recommendations for economic recovery short term goals.*

*Based on a question asked by Ms. Pope, Ms. Liggins stated that with the assistance of the City's Public Information Officer on the City's website under the COVID-19 Business link are information and resources for businesses. She noted that she also had provided businesses with updates via phone/video communications and the weekly email blast to the businesses about the Economic Development business brief. Based on a question asked by Ms. Davis, Ms. Liggins noted that there are 1,500 businesses on her email blast.*

*There was a discussion on promoting local businesses. Ms. Mach stated it is beneficial to promote and buy from local businesses. Ms. Liggins noted that the City communicates to the community on what businesses are open which promotes local businesses.*

*Ms. Liggins suggested as a long-term idea that the City have an Economic Impact Study to help better understand sectors impacted and help future decision-making of response and recovery efforts.*

*Dr. Catlin McGrath, Executive Director of the Old Greenbelt Theatre, stated that she enjoyed the Business Coffees and the City might have more attendance in a virtual setting than in person. She advised that the Roosevelt Center Merchants Association (RCMA) held their first virtual meeting and had more attendance in a virtual meeting than in person.*

*Ms. Liggins explained the Greenbelt Business Improvement and Recovery Fund Overview and Application. Ms. Davis indicated that the \$5,000 grant proposal was too low and suggested that the grant should be a range of \$5,000 - \$15,000. Ms. Davis stated that there shouldn't be any Council members on the Recovery Fund Committee. Mr. Jordan recommended that the application should be as simple as possible. He suggested that the grant should be a loan if the company could pay the amount back to the City within a specific time frame; if not, have the loan converted back to a grant.*

*Ms. Davis requested that under eligibility on the application that a business be established in the City of Greenbelt for at least one year. She also requested that the Greenbelt Business Improvement and Recovery Fund be added to Council's Regular meeting agenda for August.*

*Mr. Roberts noted that the City could help more small businesses with the \$5,000 grant proposal versus expanding the grant amount to a higher range.*

*There was a discussion regarding the selection of the Recovery Fund Committee. Mr. Jordan suggested opening the application process up. He also suggested having an odd number on the committee. Ms. Davis suggested using a rubric system to score the applications.*

*Ms. Davis suggested adding "what is the business top priorities for using the grant" as a question on the grant application.*

*Mr. Michael Hartman, New Deal Café, thanked Ms. Liggins for all her work and stated that he*

would submit his comments on the grant application to Ms. Liggins via email.

Mr. Bob Rand, a Greenbelt resident, suggested a summary of which businesses received the grant funds to make sure it was distributed fairly.

Mr. Hartman advised that the Greenbelt Community Foundation is an excellent resource to assist with the grant application review process.

Mr. Jordan suggested posting the Greenbelt Business Improvement and Recovery Fund Overview and Application to obtain public comments and feedback.

#### *Informational Items*

Mr. Jordan stated he was elected to the Maryland Municipal League Board. He noted the Fall Conference would be held virtual and additional information will be forthcoming in the next couple of weeks.

The meeting ended at 9:50 p.m.

*Respectfully submitted,*

*Shaniya Lashley-Mullen  
Assistant to the City Clerk*

*WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, August 5, 2020, to meet with the Roosevelt Center Owner and the Roosevelt Center Merchants Association (RCMA).*

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

*Present were: Councilmembers, Judith F. Davis, Emmett V. Jordan, Leta M. Mach, Silke I. Pope, Rodney M. Roberts, and Mayor Colin A. Byrd (8:03). Councilmember Edward V. J. Putens was absent.*

*Staff present were: Nicole Ard, City Manager; David Moran, Assistant City Manager; Brian Kim, Assistant Director of Public Works; Terri Hruby, Director of Planning and Community Development; Charise Liggins, Economic Development Coordinator; Gilberto Cabrera, Supervisory Inspector; Todd Pounds, City Solicitor; Brian Townsend, Assistant Director – Parks; and Shaniya Lashley-Mullen, Assistant to the City Clerk.*

*Also present were: George and Lisa Christacos, Roosevelt Center Owners; Dr. Catlin McGrath, Executive Director of the Old Greenbelt Theatre and Chair of Roosevelt Center Merchants Association (RCMA); Brandon Cole, Choice Clinical Services; Susan Walker, Greenbelt Community Development Corporation; Michael Hartman, President of the New Deal Café; and Bill Orleans.*

*COVID-19 Updates: Ms. Ard stated City didn't sustain any impact from Tropical Storm Isiasis. She thanked the Public Works staff for handling the preliminary prep work, cleaning the storm drains, and preparing sandbags for the Roosevelt Center. Ms. Ard also thanked the Police Department and other staff that assisted with preparing for Tropical Storm Isiasis. Ms. Ard thanked the Recreation staff for the positive feedback she received about the outdoor pool's reopening. She noted that the staff was in the process of expanding access to the outdoor pool.*

*Mayor Byrd asked each tenant to provide an update.*

*Dr. McGrath provided an update for the RCMA. She noted that some businesses had applied and received federal, state, and local funding to deal with the COVID-19 pandemic. Dr. McGrath advised the RCMA recently held its first virtual meeting. She stated that the RCMA felt that RCMA needed a digital presence.*

*Brandon Cole provided an update on Choice Clinical Services. He noted that Choice Clinical Services provides digital services to their clients until it is safe to reopen.*

*Michael Hartman provided an update on the New Deal Café. He thanked Council for approving the New Deal Café's request for outdoor seating. Mr. Hartman provided the New Deal Café hours of operation and stated the New Deal Café has a pub menu. He stated that all the outdoor festivals had been suspended. Mr. Hartman stated that the New Deal Café would be holding an online auction and details are on its website. Mayor Pro Tem Jordan congratulated Mr. Hartman for being reelected as the President of the New Deal Café and asked if there were any other changes to the board. Mr. Hartman stated there is one new member on the board, and the board consists of five members.*

*Ms. Davis asked for an update on the Old Greenbelt Theatre. Dr. McGrath provided an update. She explained the Old Greenbelt Theatre is offering popcorn pick-up every Friday by safe social distancing to enjoy movie night snacks. Dr. McGrath noted the Old Greenbelt Theatre is in partnership with the Recreation Department and sponsored by Beltway Plaza and Town Center Realty with Moonlit Movies, held at Braden Field. She stated that all four events for Moonlit Movies are sold out.*

*Based on a question asked by Mayor Pro Tem Jordan, Dr. McGrath provided an update on all the merchants in the Roosevelt Center. She noted some businesses had reopened with limited hours, and others haven't reopened due to the COVID-19 pandemic. Ms. Mach noted that Cedars of Lebanon has a carryout service. Mr. Hartman noted that the New Deal Café and DC Vegan provide a take-out service.*

*Ms. Davis asked did the Roosevelt Center have any current violations that needed to be rectified. Mr. Cabrera noted the Roosevelt Center had six properties; Choice Clinical Services, Bee Yoga, the Photography Studio, Angel's Place, Beijing of Greenbelt, and the New Deal Café; that have open violations. He stated the awnings' lighting doesn't work and part of the buildings have chipped paint. Based on a question asked by Mayor Pro Tem Jordan, Mr. Cabrera stated he notified Mr. Mike Sampson, the Roosevelt Center property manager, of the open violations on January 29, 2020.*

*Ms. Davis asked were there any vacancies at the Roosevelt Center. Ms. Lisa Christacos stated there weren't any vacancies and that they are working with their tenants regarding rent issues.*

*There was a discussion on the specific issues of the violations. Mr. Cabrera stated the windows aren't in compliance with egress. There are bars and guards attached to the window frames. Mr. Cabrera noted there isn't hot water in the bathroom, independent of Choice Clinical Services. Mr. Coles notes that the bathroom is a community space that is shared by the three tenants.*

*Ms. Pope asked was Mr. and Ms. Christacos aware of the violations at the Roosevelt Center. Mr. Christacos stated that bathrooms were replaced a year ago. He noted that they had not received notification regarding the violations and will follow-up with Mr. Sampson. She advised they would take care of the lighting. Ms. Christacos requested that all violations be sent directly to her and her husband.*

*Ms. Davis noted the awnings needed to be replaced and requested a copy of the list of current tenants and rental rates.*

*Based on a question asked by Mayor Pro Tem Jordan, Ms. Christacos stated that they are willing to work with the City. Ms. Christacos noted that she is willing to work with the tenants with their rent.*

*Mr. Christacos noted that some of the violations are the tenants' responsibility. Mayor Pro Tem Jordan stated that the City and the Christacoses need to work together.*

*Mayor Pro Tem Jordan asked Mr. and Ms. Christacos if they had any discussion with the County regarding the Neighborhood Conservation Overlay (NCO) Zone. Ms. Christacos stated that they hadn't had any discussion regarding the NCO Zone. She advised that she and her husband*

*donated the sidewalks and parking lots of the Roosevelt Center to the City. Mr. Christacos stated that the Old Greenbelt Theatre was donated to the City as well.*

*There was a discussion regarding the future of the Roosevelt Center. Ms. Davis explained the Arts Advisory Board (AAB) plans to improve the seasonal lighting, directional signage, and a kiosk. She inquired if the Christacos could work with the City financially on the AAB plans. Ms. Davis noted a set of six non-functional lights on and around the Old Greenbelt Theatre. Mr. Christacos requested to meet with the City and follow-up on who is responsible for the lights. Mr. Roberts noted a number of the lights are on the City's buildings, and the City was funding the AAB project regarding the lights.*

*Ms. Pope noted that communication with the property manager is very important. She stated that if tenants are having issues, they should receive a timely response from Mr. and Ms. Christacos. She inquired regarding an electrical issue in an office space, who is responsible. Mr. Cabrera stated that the electrical, structural issue responsibility falls on the property owner. Mr. Christacos noted that the tenants are responsible for the lights and building, too.*

*Ms. Mach asked about the potential of the Pop-Up Theatre being sold to the City. She inquired if the Christacos would sell part or all of the Roosevelt Center to the City. Ms. Christacos stated they weren't going to sell the Roosevelt Center. She noted that she and her husband work with the tenants.*

*Mr. Cole explained the tenants' unit 111 had received a \$700 electric bill, and nobody inhabited that space for a month. He inquired where the electrical meter was located. Ms. Christacos stated that she paid the bills for the last couple of months. She stated that a \$700 electric bill needs to be followed up with Pepco.*

*There was a discussion regarding selling the Roosevelt Center to the City. Ms. Christacos stated she would not sell the Roosevelt Center to the City. Mr. Roberts was not in favor of the City purchasing the Roosevelt Center. He noted the current tenants would afford the rent once the City had renovated the Roosevelt Center.*

*Mr. Roberts noted the meter for unit 111 is under the Mini Mart.*

*Mayor Pro Tem Jordan noted an issue the tenants at the Roosevelt Center are having with Verizon FiOS. Ms. Christacos stated that the tenants would have to ask for Verizon FiOS service.*

*Mr. Hartman explained several of the tenants in the New Deal Café building share a water meter. He notes that it would be expensive to have WSSC to install sub-meters for all the tenants.*

*Amal, the owner of Greenbelt Barber and Stylist, expressed her concerns with the water meters. She noted that there is a main meter outside the building and a sub-meter inside the business. She requested Mr. and Ms. Christacos work with WSSC so that each business has its own water meter. Amal stated that the Greenbelt Barber and Stylist has Verizon FiOS, and the service isn't good. Mr. Hartman noted that the water issues are WSSC issues and requested to collaborate with Mr. and Ms. Christacos to resolve the issues.*

*Informational items –*

*Ms. Davis noted that 65.4% of Prince George's County had been counted in the 2020 Census. She stated the 2020 Census door-to-door census takers would end September 30, a month earlier. Ms. Davis advised there had been hostility to health officials across the United States. She explained the health officials had received death threats, and there had been a protest.*

*Mayor Pro Tem Jordan explained the 2020 Census would be ending early due to the information being submitted to the President, and the deadline isn't being extended.*

*Mayor Pro Tem Jordan requested the NCO Zone information be forwarded to Mr. and Ms. Christacos. Ms. Hruby stated she would resend the information.*

*The meeting ended at 9:21 p.m.*

*Respectfully submitted,*

*Shaniya Lashley-Mullen  
Assistant to the City Clerk*

*WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, August 12, 2020, to meet with the Greenbelt Station Community.*

*Mayor Byrd started the meeting at 8:01 p.m. The meeting was held virtually via Zoom.*

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

*Staff present were: Nicole Ard, City Manager; Rick Bowers, Chief of Police; Terri Hruby, Director of Planning and Community Development; Greg Varda, Director of Recreation; Molly Porter, Community Planner; and Shaniya Lashley-Mullen, Assistant to the City Clerk.*

*Also present were: Leslie Perez, Community Manager – CAMP; Rachel Roberts-Jones, Greenbelt Station Master Association – Vice President; Brian Drewry, Ting Ma, Eric Kruszewski, Adriene Lim, Greenbelt Station Community residents; Bill Orleans and others.*

*Ms. Davis provided additional agenda items, WMATA Trail, police crime update, and a brief update on the schools to discuss at tonight's work session.*

*Ms. Hruby provided an update on the WMATA Trail. She noted the developer had been actively working through the Prince George's County Planning and Permitting process. The City completed the stormwater management review and the site plan development review. Ms. Hruby advised the City to execute an agreement with WMATA to construct the trail on their property. Ms. Hruby explained currently that the City is working with WMATA on the permit that allows the developer to go onto the site to conduct geotechnical studies. She noted the City spent \$250,000 on design and engineering. The estimated cost of construction of the trail is between \$2.1 – 2.4 Million.*

*Based on questions asked from Ms. Davis and Ms. Mach, Ms. Hruby noted the estimated start of construction would be early Summer and that the trail's completion would be in about 18 months. She stated that it is a major multiyear construction.*

*Mr. Jordan explained the City received a bond from the State senator and delegates for financing the trail. Based on a question asked by Mayor Pro Tem Jordan, Ms. Hruby stated the City has \$1.8 Million budgeted for the trail and will be applying for grants.*

*Ting Ma, a Greenbelt Station resident, asked how the trail would affect the parking regarding non-residents. She inquired if the City conducted impact analysts on parking when considering the design of the trail. Ms. Hruby explained the City would monitor the situation once the trail is completed. She noted that there is closer parking to the Greenbelt Metro, and the City would be monitoring parking at Franklin Park. Ms. Davis suggested the Greenbelt Station Community implement a parking permit system. Ms. Davis inquired if the residents still utilized the shuttle bus service. Ms. Hruby stated the shuttle is in service through September 2021 or when the trail is constructed. She stated the ridership was down due to COVID-19, but she would provide the Council and the HOA with the updated data from Woodlawn Development.*

*Brain Drewry, a Greenbelt Station resident, explained that the Greenbelt Station Community had established the parking permitting system. He inquired would there be lights on the trail. Ms. Hruby explained a lighting system, call boxes, and video cameras would be installed on the trail.*

*She noted that it is a paved trail, 9 feet wide, and it will have gravel shoulders to accommodate emergency vehicles.*

*Based on a question asked by Mr. Putens, Ms. Hruby explained the City is responsible for 100% maintenance of the trail except for the video camera, which was included in the connection agreement.*

*Ms. Hruby addressed a question in the zoom chat, advising there was concern regarding the maintenance adjacent to the Indian Creek Trail. She stated she has been in contact with Woodlawn Development, who is the responsible party, and they are in the process of addressing the maintenance issues. Mayor Pro Tem Jordan noted that the community could organize a Community Clean-Up, and the City would supply materials. He stated that the Council would come and assist if the Community Clean-Up is scheduled.*

*Ms. Pope suggested staff contact the Town of Berwyn Heights regarding issues with litter on their property. Mayor Pro Tem Jordan noted the property was located on northern border of the Prince George's County Scrap Yard. Ms. Hruby stated that Code Enforcement will follow-up and contact the Town of Berwyn Heights. Mr. Roberts explained the Prince George's County Scrap Yard is in the Town of Berwyn Heights.*

*COVID-19 Recreation Update: Mr. Varda stated that all the indoor facilities are closed along with the outdoor basketball courts and volleyball courts. The outdoor pool is open for lap swimming and water walking, by reservation only. He noted many activities are listed on the Virtual Recreation Center on the City's website. The Fall Recreation Activity Guide was just published.*

*Mr. Varda stated he had been working with Ms. Kristen Weaver, a Greenbelt Station resident and Park and Recreation Advisory Board (PRAB) member, before the COVID-19 pandemic to arrange concerts in the park and outdoor movies.*

*Based on a question asked by Ms. Davis, Mr. Varda noted that there aren't many plans for outdoor activities. He stated that the Recreation Department is implementing an outdoor recess for the kids in September. Mr. Varda advised the Recreation Department has collaborated with the Old Greenbelt Theatre with Moonlit Movies every Friday in August.*

*Ms. Davis asked were there plans for playgrounds in Central Park. Mr. Varda explained that in the FY21 proposed budget, there was a project to install an exercise facility in Central Park, similar to Schrom Hills Park. He stated the project is on hold, given the uncertainty of the City's finances. There is a lack of recreation amenities at Greenbelt Station Community and Greenbelt West as a whole, and it is at the forefront of the Recreation Department project list. Mr. Varda noted that when funding becomes available, the Recreation Department will meet with the Greenbelt Station Community to assess what projects the residents want.*

*Based on a question asked by Ms. Davis, Ms. Roberts-Jones explained that the Greenbelt Station Community has an activity committee, but programs are on hold due to the COVID-19 pandemic. She noted some past activities, including a 5K around the area. Mayor Pro Tem Jordan suggested installing a canopy or some shade at Central Park when there is funding due to there being no coverage and it has been so hot.*



*Ms. Perez inquired about the art installation that was proposed last year. Ms. Davis noted that the project was placed on hold at this present time due to funding. She stated the Art Advisory Board (AAB) is presently reading the community comments. The community would be invited to another work session once funding is available to complete the project.*

*Ting Ma, a Greenbelt Station resident, inquired if playing soccer in Central Park allowed. She also asked was riding bikes/scooters on the sidewalk legal. Mr. Varda explained that if there is a group of eight on eight, contact the Recreation Department and a Park Ranger would respond. He advised that the City doesn't permit soccer practice in Central Park but if it's children and their parents playing soccer, that is okay. Mr. Varda stated that there is not an ordinance regarding riding bikes on the sidewalk.*

*There was a discussion regarding riding bikes/scooters on the sidewalk. Ms. Pope expressed her concerns regarding bike riders/scooters on the sidewalk. She noted that pedestrians should be safe walking on the sidewalks. Ms. Pope stated a citywide ordinance regarding bike riders/scooters on the sidewalk, and the HOAs could add that in their bylaws. She stated that it should be an exception for little kids. Ms. Hruby noted there are certain laws regarding bicycles on sidewalks. She stated there is some flexibility in the law to allow small children next to challenging roadways, and staff would be monitoring the situation. Ms. Davis explained that due to the traffic situation that the sidewalk is the safest place for bicycles. She noted that on Hanover Parkway, the bicyclers would be using bike lanes on the road. Mr. Roberts noted the City has already had biking restrictions on the sidewalks and doesn't think the City needs an ordinance.*

*There was a discussion regarding installing speed humps/bumps. Mr. Drewry noted that there is a lot of speeding on Greenbelt Station Parkway. Ms. Davis explained the difference between a speed hump and a speed bump. She advised that a request be submitted to the City, and the request would be followed-up by the Planning Department. Mayor Byrd is in support of installing a speed hump. Based on a question asked by Mayor Pro Tem Jordan, Mr. Drewry suggested the speed hump on Greenbelt Station Parkway at Stream Bank Lane and either at the circle at North Center Drive or South Center Drive.*

*Mr. Drewry inquired if a stop sign would be installed on Greenbelt Station Parkway at Rock Quarry Road, right before the circle. Mayor Byrd is in support of installing a stop sign.*

*Mr. Roberts suggested that the residents contact the police when speeding occurs, and the police will respond and conduct enforcement. Chief Bowers explained various speed enforcements, including a speed survey of the roadway. Mayor Byrd advised of a speed survey request on Stream Bank Lane from the Zoom chat.*

*Ms. Pope inquired was the speed survey the same deceive as the speed beacon that was installed on Lakecrest Drive. There was a brief discussion on the difference between a speed survey and a speed beacon. Ms. Hruby explained the Speed Sentry Program. She noted that Ms. Molly Porter, Community Planner, has partnered with the Police Department to conduct speed surveys to understand speeders better and uses the Speed Sentry Program as a traffic calming device. Ms. Pope requested that speed surveys be installed on Lakecrest Drive and in Boxwood due to speeders.*

*There was a discussion regarding extending the roadway to the Metro Station. Mr. Roberts expressed his opposition to the extension of the roadway. He noted the extension would destroy the wetlands and the community. Mr. Drewry expressed his concerns with the development having one way in and one way out.*

*Chief Bowers provided a safety update of the Greenbelt Station Community. He noted there had been a large increase in crime. There has been theft from autos and theft from the construction site. Based on a question asked by Mayor Pro Tem Jordan, Chief Bowers stated that the police had seen similar trends of theft throughout the City. Mayor Pro Tem Jordan inquired about the Ring Program Partnership. Chief Bowers explained the partnership and noted that it has been very helpful. Ms. Davis inquired if the HOA published the Ring Program Partnership. Ms. Perez stated the HOA Board hasn't but will send an email blast.*

*There was a discussion regarding the school issue. Ms. Davis explained that elementary children would attend Greenbelt Elementary and incoming freshman would be attending Eleanor Roosevelt High Schools.*

*Ms. Hruby explained Mr. Eric Kruszewski, a Greenbelt Station resident, had submitted a letter to staff and Council regarding parking issues and how to obtain additional parking in the Greenbelt Station Community. She noted that staff would provide a response to the Council in a week on the suggestions staff has been researching. In the short term, the staff has tested turning North and South Channel Drive into one-way streets to allow for parking on both sides. Mr. Kruszewski explained that he had submitted to the HOA his suggestions regarding the parking issues.*

*Ms. Ma expressed her concern about double parking.*

*Ms. Adriene Lim, a Greenbelt Station resident, inquired if the police had received de-escalating training. Chief Bowers explained the police department had received multiple training, and the training is listed on the City's website.*

*There was a discussion regarding parking issues. Mr. Drewry expressed his concern about double parking. He inquired if greenspace could be converted to parking spaces. Ms. Hruby noted that staff does not support greenspace being converted into parking spaces. She stated the greenspaces were part of the urban design of the community. Mayor Byrd thanked staff for their research on the greenspace matter and noted that the Council might need to research the greenspace matter. Mr. Roberts suggested angled parking instead of taking away greenspace. Ms. Hruby explained that there are greenspace and landscaping requirements. Ms. Hruby stated that staff response would address the issues. Ms. Davis stated that removing greenspace would be the last resort. She suggested that units with two-car garages utilize their garages and that would free up street parking. Ms. Perez explained that garage parking is outlined in their bylaws, and the management company has been researching enforcement. She noted a subcommittee had been established to research the issues. Mr. Drewry explained the greenspace was initially zoned for commercial usage and be sold as a lot.*

*Informational items –*

*Ms. Davis thanked everyone that participated in the work session. She inquired about the stake/markers pictures she saw in the Forest Preserve. Ms. Ard stated she didn't know where the stakes/markers were and will follow-up.*

*Mayor Byrd thanked everyone that participated in the work session.*

*The meeting ended at 9:40 p.m.*

*Respectfully submitted,*

*Shaniya Lashley-Mullen  
Assistant to the City Clerk*

DRAFT

*WORK SESSION OF THE GREENBELT CITY COUNCIL held August 26, 2020, to meet with County Council Chair Todd Turner, County Council Vice-Chair Calvin Hawkins, and At-Large Council Member Mel Franklin.*

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

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

*STAFF PRESENT WERE: Mary Johnson, Director of Human Resources and Acting City Manager; David Moran, Assistant City Manager; Charise Liggins, Economic Development Coordinator; Molly Porter, Community Planner; and Shaniya Lashley-Mullen, Assistant to the City Clerk.*

*Also present were: Todd Turner, County Council Chair; Calvin Hawkins, County Council Vice-Chair; Mel Franklin, At-Large Council Member; Bill Orleans, and others.*

*Ms. Davis provided a presentation on the 100th Anniversary of the 19th Amendment's ratification, Women's Right to Vote.*

*Ms. Mach noted she attended the Women's Centennial Summit Webinar today, and it was very educational.*

*Mr. Turner provided an update on County Council activities. He thanked the City Council and Greenbelt staff that assisted with the Grab and Go event in July held at the Community Center. Mr. Turner stated that 125 meals were provided to seniors, and the County will try to have another Grab and Go event in September. He stated that Lunch for Heroes was provided to the Firefighters and Police Department. Mr. Turner explained that the County Council is on recess until the end of August and will resume virtual meetings after Labor Day. He noted that there are currently 27,000 positive cases of COVID-19 in Prince George's County with almost 800 deaths related to the virus. Mr. Turner stated the County received Coronavirus Aid, Relief, and Economic Security (CARES) Act funding from the federal government and approved \$15million to assist municipalities in response to COVID-19. The City of Greenbelt received \$1.4million from the CARES Act, and that the funds have to be used by the end of the calendar year. He explained the processes on how to vote by mail in the Presidential Election. Mr. Turner noted there would be additional voting sites in Prince George's County, and early voting has been extended for Maryland.*

*Mr. Franklin provided an additional update on County Council activities. He stated that the County Council assisted the County Executive Alsobrooks with the Prince George's County Forward Economic Recovery Taskforce.*

*There was a discussion regarding the dropbox for voting. Ms. Mach noted that during the Primary Elections, she dropped off her ballot at the drop box location and there were police making sure those ballots were placed in the boxes. Mr. Turner explained that at each of the proposed 11 early voting centers and the proposed 29 voting location would have dropboxes. He stated the County Board of Elections is working with the Sheriff Department regarding dropbox security.*

*Mayor Byrd requested an early voting site in Greenbelt for future elections. Mr. Turner advised for future elections that an early voting site would be in Greenbelt. He explained the Lanham*

*and College Park locations wouldn't be used as an early voting site due citizen not being able to social distance due to the COVID-19 pandemic. The new location for early voting would be at the University of Maryland College Park Pavilion at the Xfinity Center and Duvall High School.*

*Mayor Byrd expressed the City of Greenbelt Council is strongly opposed to the Maglev. Ms. Davis stated that the City Council and the residents of Greenbelt hope that the County Council and its members as a whole go on record to oppose the Maglev and request the No Build alternative. She explained the Maglev would destroy valuable property in Greenbelt that includes the Forest Preserve. Ms. Davis explained the Maglev would affect many of the communities to the north and south before the train reaches Baltimore.*

*Ms. Davis asked each County Councilmember their stance on the Maglev. Mr. Turner advised that he had publicly opposed the Maglev since the original proposal. He explained that the County Council's opportunity to comment officially should be part of the Environmental Impact Statement draft. The County Park and Planning Commission and the Department of Public Works and Transportation are currently working on responding to the Beltway Expansion. Mr. Franklin advised he doesn't support either the Maglev or the Beltway Expansion. He stated that Maglev didn't benefit Prince George's County and that a Metro expansion transit line would make better sense. Mr. Hawkins stated that he would be going on record at the upcoming public hearings on September 3 to voice his opposition to the Maglev. In response to a question asked by Ms. Davis, Mr. Hawkins stated he was opposed to the Beltway Expansion.*

*Mr. Roberts explained Greenbelt wouldn't be Greenbelt anymore in his opinion with the widening of Kenilworth Ave, the Beltway, the Baltimore Washington Parkway, the Maglev, and the printing agency in Beltsville Agricultural Research Center (BARC). He suggested that the County Council inform the Federal Delegation that the County Council is opposed to these projects and any projects that would destroy the environment. Mr. Roberts stated he and others had tried to get the Metro Green Line extended from Greenbelt Station to the Baltimore Washington International Thurgood Marshall Airport (BWI). Mr. Turner noted the Parking Planning Commission would provide the County Council their recommendation, and then the County Council would take their position.*

*In response to a question asked by Mr. Roberts, Mr. Franklin explained that Baltimore City is the only jurisdiction by state law to approve or disapprove Railroad Franchises. He noted that Prince George's County doesn't have that authority and can only go on the record during public hearing opportunities.*

*Mayor Byrd explained that the County Council needs not delay their position on the Maglev and the No-Build Option. He stated that the State Delegation; Senator Paul Pinsky, Delegate Alonzo Washington, Delegate Ann Healey, and Delegate Nicole Williams; has gone on record opposing the Maglev. Mayor Byrd noted that the County Council has the authority to promulgate a resolution regarding the No-Build Option and has the authority to send a letter to the Federal Delegation to that effect.*

*In response to a question asked by Mayor Byrd, Mr. Turner, Mr. Franklin, and Mr. Hawkins stated they support the No-Build Option.*

*Mr. Jordan explained that the Maglev isn't just a Greenbelt and Prince George's County problem; it involves other counties and jurisdictions. Mr. Jordan asked could the County*

*Council and the Maryland National Park and Planning Commission assist with their considerable resources to help fight the Maglev. Mr. Turner noted that a record needs to be created to challenge the draft Environmental Impact Statement.*

*Ms. Mach stated that Maglev is a bad idea, environmentally and financially. She expressed her concern regarding a magnetic train near the National Security Agency.*

*Mr. Putens asked how the County Council and the City Council could collaborate on making sure the Forest Preserve isn't destroyed by the Maglev.*

*Mr. Turner stated that both the County Council and the City Council are all on the same page concerning the most effective way of stopping the Maglev. He advised that the County Council would engage the Maryland Park and Planning Commission and the County Administration once Maryland Park and Planning Commission finished providing their recommendations for the Beltway Expansion. Mr. Franklin stated that the strongest position statement that the County Council could submit is with the recommendations from the Maryland Park and Planning Commission.*

*Mr. Roberts stated there were a total of 4 Environmental Impact Statements (the Beltway Widening, Interstate 270, Maglev, and the industrial development at BARC), and all the projects would affect the same areas. He noted all these projects would affect all steams that go to the Chesapeake Bay.*

*Ms. Davis explained that all seven members of the City Council are opposed to the Maglev project and the Beltway Widening. All seven members of the City Council support the No-Build Option and are concern about climate change.*

*Mr. Putens left the meeting at 9:28 pm.*

*Ms. Pope expressed that she was opposed to the Maglev.*

*Ms. Davis stated that the Maryland Park and Planning Commission is opposed to the Beltway Widening, and the City Council will be sending in their response.*

*Ms. Davis asked what future efforts the County Council is considering regarding affordable housing. Mr. Turner explained that Prince George's County did a Study of the Housing Opportunities For All and engaged the Community Enterprise Partners. It was a two-year project to evaluate the current housing stock, the affordability issues, and some recommendations. He noted that there would be opportunities for additional legislation before the Zoning Rewrite and is unsure if that would include Inclusionary Zoning. Mr. Turner stated a project was just approved by the County Council in Upper Marlboro to include Veterans Housing. He advised that there was discussion to include a pilot program along the Purple Line. Mr. Franklin stated that Inclusionary Zoning is the best opportunity for affordable housing.*

*There was a discussion regarding the Implementation Group. Mr. Jordan asked was there a timeframe when the group would report back to the County Council. Mr. Turner explained that the Implementation Group report had been delayed during the last five months due to the COVID-19 pandemic. He noted that the Implementation Group had provided two recommendations, which included Inclusionary Zoning and to set aside a certain amount of*

money to reinstate the transfer tax for the Housing Trust Fund. Mr. Jordan stated that at the County Council's Strategic Planning Retreat, there was a way to involve the municipalities. Mr. Turner explained that the County Council does reach out to the municipalities regarding the workgroups and there are representatives from the municipalities. Vice-Chair Hawkins is the liaison for the municipalities.

Mayor Byrd stated that parking, affordability, and school capacity should be discussed during the planning process. He noted that the Greenbelt Station Community deals with parking issues, it is not that affordable, and the students weren't going to the neighborhood schools. Mayor Byrd thanked Mr. Turner and other County Councilmembers with assisting the City Council in getting the students reassigned to attend the neighborhood schools. He advised that when new affordable housing is being built, consider the school capacity issues and other qualities of life issues.

Mr. Turner explained that the County FY 21 Budget was adopted, and the administration would review the budget quarterly. He noted that County revenue is generated by the real property tax Greenbelt received \$1.4 million as part of the CARES Act Fund.

Based on a question asked by Mr. Jordan, Mr. Turner stated that the vast majority of the CARES Act Fund is going to the Department of Health. Prince George's County extended the State of Emergency from the end of July to the middle of September.

In response to a question asked by Mr. Jordan, Mr. Turner advised to submit his request about COVID-19 testing at Green Ridge House in writing, and he would submit it to the Director of Services and Health. Ms. Davis suggested Saliva Testing for Green Ridge House. She noted that testing is less expensive, and results are returned within 2 or 3 days.

Bob Rand, a Greenbelt resident, requested more detail on the \$1.4 million CARES Act Fund that Greenbelt received, the schedule for reimbursement of the funds, and the deadline when the funds needed to be spent. Mr. Turner stated all CARES Act Funds have a deadline of the end of this calendar year to be used and only on COVID-19 related expenditures.

Michael Hartman, a Greenbelt resident, thanked Mr. Turner for his support of the New Deal Café. He asked about the restrictions regarding the \$300,000 Grant Funding from the County. Mr. Turner stated that the County-based programs require businesses to apply for either the State or Federal program. Ms. Liggins explained that the only disqualification for a business receiving the City of Greenbelt Grant Fund is that the business couldn't already receive a grant from the Prince George's County Business Relief Fund.

There was a discussion regarding the Neighborhood Conservation Overlay (NCO) Zone. Ms. Porter noted that Council would be sending out a letter this week outlining comments on both the development standards and the Neighborhood Study. She explained the City had been strongly advocating for the creation of the Greenbelt NCO Zone as a tool of protection to protect historic Greenbelt. Mr. Jordan inquired on the timeline County Council would finalize the Map Amendment and approve the City's NCO Zone. Mr. Turner explained that due to the COVID-19 pandemic, the second phase has been postponed and when County is legally and able to have a joint public hearing it would be scheduled. He provided an outline stating the County's goal is to

*have the first public hearing by the end of this year and complete the County-Wide Map Amendment later next year.*

*In response to a question asked by Mr. Jordan, Mr. Franklin stated he serves on the Prince George's Forward Task Force that the County Executive convene to chart the course of recovery. He explained the Prince George's County had COVID-19 Relief Funds and the County is in the process of reopening. Mr. Franklin noted that the County is looking towards immediate short-term solutions and craft some long term solutions. He stated that the County Council would receive a briefing in September from the Housing Department on the Rental Relief Fund. He explained if too many of the tenants default, that would create a housing crisis. Mr. Franklin asked the City Council to contact the State and Federal Delegation explaining that the Local Government needs help with their budget shortfalls that have been caused by COVID-19. Mr. Jordan explained the City of Greenbelt and other municipalities in Prince George's County have been advocating through the Maryland Municipal League (MML) to get funding to State, County, and Local governments.*

*Mr. Jordan stated the hardest hit were hospitality and casinos. Mr. Franklin stated that casinos are bouncing back with limited capacity.*

*Mr. Jordan explained that an ongoing challenge in Greenbelt is office vacancies. He asked what the overall office vacancy rate was for Prince George's County. Mr. Turner stated the County Business Relief Program set aside \$20 million to assist businesses and will have a final report within the next couple of weeks. It will have an Over Sight Hearing in September or early October. He explained the County is updating its business plan and will partner with the Prince George's County Economic Corporation and the Maryland Park Planning Commission. Mr. Franklin stated that post-COVID-19 office work would dramatically change; much of the office space will be converted to something else.*

*In response to a question asked by Ms. Davis, Mr. Turner stated the North County Animal Shelter is still within the Capital Improvement Program. He will have to follow-up regarding the status.*

#### *Informational Items:*

*Ms. Davis provided a report on the MML Legislative Committee virtual meeting. She noted the MML Legislative Committee accepted the City of Greenbelt's Legislative Action Requests (LAR). There are a total of 10 from Prince George's County.*

*The meeting ended at 10:43 pm.*

*Respectfully submitted,*

*Shaniya Lashley-Mullen  
Assistant to the City Clerk*



## City Council Agenda Item Report

Meeting Date: August 9, 2021

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Meeting Minutes

Agenda Section: COMMUNICATIONS

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### **Subject:**

Statement for the Record - Closed Session, July 29, 2021

### **Suggested Action:**

Reference: Statement for the Record, July 29, 2021

Closed Session of July 29, 2021: The following motion is needed: In accordance with the General Provisions Article, Section 3-06(c)(2) of the Annotated Code of Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council met in closed session on Thursday, July 29, 2021, at 8:09 p.m. virtual by zoom. Council held this closed meeting in accordance with Section 3-305(b) (1)(7) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland; 1) discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals; 2) to consult with legal counsel regarding outstanding legal matters.

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

Vote to close session:

Ms. Davis - Yes

Mr. Jordan- Yes

Ms. Mach - Yes

Ms. Pope - Yes

Mr. Putens - Absent

Mr. Roberts - Yes

Mayor Byrd- Yes

The following staff members were in attendance: Assistant City Manager George, Human Resources Director Martinez (excused at 9:25p), Chief Bowers (excused at 8:17p), City Solicitor Pounds.

**Attachments:**

[Closed Session Form 07.29.21.pdf](#)

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

Date: 07/29/2021 Time: 8:09 pm Location: Virtual via Zoom

Motion to close meeting made by: Mr. Jordan Seconded by: Ms. Pope

Members voting to close meeting:

|             | Yes | No | Abstain | Absent |
|-------------|-----|----|---------|--------|
| Mr. Jordan  | X   |    |         |        |
| Ms. Davis   | X   |    |         |        |
| Ms. Mach    | X   |    |         |        |
| Ms. Pope    | X   |    |         |        |
| Mr. Putens  |     |    |         | X      |
| Mr. Roberts | X   |    |         |        |
| Mayor Byrd  | X   |    |         |        |

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

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

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

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

§3-305(b) (1) To address personnel matters over which this public body has jurisdiction.

§3-305(b) (7) To consult with legal counsel regarding outstanding legal matters.

§3-305(b) ( )

This statement is made by Colin Byrd  
Colin A. Byrd (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: [ X ] BYRD; [ X ] DAVIS; [ X ] JORDAN;  
[ X ] MACH; [ X ] POPE; [ ] PUTENS; [ X ] ROBERTS

STAFF/OTHERS PRESENT:

Assistant City Manager George, Human Resources Director Martinez (excused at 9:25p),  
Chief Bowers (excused at 8:17p), City Solicitor Pounds

TOPICS DISCUSSED:

Current status of the subject staff member, HR actions taken to date and allowable  
actions to take in the future. Discussion of legal matters, including a MPIA request.

ACTION(S) TAKEN (IF ANY) AND RECORDED VOTES: Consensus vote (6-0 w/ 1 absent) to send  
a letter to the subject staff member requesting information and a return to work date.

TIME CLOSED SESSION ADJOURNED: 9:38PM

PLACE OF CLOSED SESSION: Virtual via Zoom

PURPOSE OF CLOSED SESSION: 1) To address personnel matters over which this public body  
has jurisdiction; 2) To consult with legal counsel regarding outstanding legal matters.

STATUTORY AUTHORITY FOR THE CLOSED SESSION: §3-305(b) (1); (7); ( ) 1) 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; 2) To consult with legal counsel regarding outstanding  
legal matters.

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

SIGNATURE OF PRESIDING OFFICER: Colin Byrd

## City Council Agenda Item Report

Meeting Date: August 9, 2021

Submitted by: Bonita Anderson

Submitting Department: Planning

Item Type: Board and Committee Reports

Agenda Section: COMMUNICATIONS

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### **Subject:**

\* Advisory Planning Board Report 2021-3, Beltway Plaza Detailed Site Plan - Phase 1

### **Suggested Action:**

It is recommended Council accept this report. This item appears later on this evening's agenda for Council action.

### **Attachments:**

[August 3 APB Report - Beltway Plaza.pdf](#)

## **REPORT OF THE ADVISORY PLANNING BOARD**

**TO:** Greenbelt City Council  
**DATE:** 08/03/2021  
**FROM:** Keith Chernikoff, Chair of the Advisory Planning Board  
**RE:** Beltway Plaza Detailed Site Plan – Phase 1

### **I. INTRODUCTION**

The Advisory Planning Board (APB) received presentations from the Beltway Plaza development team on June 2, 2021, June 14, 2021, and June 30, 2021. During these meetings, the development team presented an overview of the proposed development of Phase 1 which is made up of 750 multifamily residential units, a recreation center to be dedicated to the City, and a 92-room hotel. At the June 14, 2021 meeting, the development team addressed specific issues that the Board raised questions about including EV Chargers, masking of the parking garages, and frontage improvements along Greenbelt Road. Also at the June 14, 2021 meeting, staff presented their recommendation and expressed strong concerns about needing additional information regarding the proposed sequencing of construction, the proposed open spaces, and the parking garages, particularly the parking garage fronting on Breezewood Drive. At the June 30, 2021 meeting, the development team presented additional mock-ups of the art installations and screening proposed for parking garages, responded to questions about parking along Street A, and heard additional feedback from APB regarding the proposed hotel. The following comments provide additional detail of key discussion points during those three meetings.

### **II. COMMENTS**

- The Board asked for additional information about the frontage improvements along Greenbelt Road (MD 193). The Applicant noted that a sidewalk is proposed to fill in the existing gap of sidewalk along the property's frontage. The Applicant also stated that the plans include a grass buffer between the sidewalk and Greenbelt Road, intersection improvements at Cunningham Drive, and additional landscaped areas along the frontage. Members of the Board expressed strong support for these improvements, but asked for additional clarification on lane movements at the main entrance to the mall.
- The Board discussed the proposed open spaces, particularly the Northeast "Amphitheater," which replaced the tot-lot, and the Orchard Plaza. Some members of the Board expressed support for the amphitheater proposal due to the grade in that area and questioned how a tot-lot in that area would interact with the Middle School. Members of the Board also expressed support for the Orchard Plaza concept due to the constraints of

that area. Members of the Board raised a concern about the residential areas not having the appearance of a gated community on the north side of the property and suggested that a soft barrier, such as low fences and landscaping, would be appropriate for the courtyards that are facing and open to Breezewood.

- The Board offered recommendations regarding EV Charging Stations for Phase 1. In general, members of the Board recommend that the residential parking garages should primarily include Level 2 chargers. This will allow residents to charge their vehicles overnight. Members of the Board also strongly recommended installing additional infrastructure to allow for additional units to be installed as demand for electric vehicles increases. With respect to the public parking areas, the Board recommends a mixture of Level 2 and Level 3 Chargers (DC Fast Chargers) for visitors to the mall. This could include a “filling station” in a public parking area for several Level 3 Chargers clustered together.
- Proposed architecture - Members of the Board also expressed support for the teal accent color that is proposed for Building 1B, while others supported accent colors that matched “Greenbelt Green” in the city’s brand identity.
- Masking of parking garages is a significant concern, for which the applicant has proposed several solutions including green walls, graphic applied panels, and/or a combination of artistic panels combined with green vegetative screens. The Board expressed support for many of the screening options, particularly the green screens with the understanding that the plant material would need to be carefully selected. The Board also expressed strong support for the Applicant working with local artists on choosing the type of artwork to be displayed. The Board also discussed options for the parking garage that fronts on Breezewood Drive and expressed that this parking garage should also incorporate artwork and possibly inspirational text to soften the frontage. A variety of temporary and permanent artistic decorative options for screening were presented in the June 30 meeting, as well as incorporated green-screening, and were met with generally positive feedback.
- The board and the applicant discussed the flow of Street A, particularly with respect to on-street parking. While some concerns were raised that on-street parking would restrict traffic flow and create a hazard, the Applicant noted that this was intentional as a speed-control measure. The applicant and members of the board both cited the example of The Station at Riverdale Park, where on-street parking is both an amenity and is not an apparent hazard. In the end the consensus was positive with regard to the format of Street A. With regard to Street B, the proposed design was approved at the meeting held on July 21, 2021.
- With respect to the hotel, some members of the Board expressed strong support for the inclusion of the hotel and other members of the Board expressed support for the hotel if demand warrants the construction of a hotel. Given concerns that there are several hotels in Greenbelt, the applicant provided a commitment to conduct a market study to ensure a



hotel was economically feasible. The applicant demurred, however, to provide a proposal for alternatives to the hotel should it prove unfeasible.

- The Board continues to express concerns about a lack of housing diversity, particularly with respect to residential unit size and senior housing. In terms of unit sizes in the residential units, there appear to be very few, if any, units with three bedrooms or more. Members of the Board also noted the lack of senior housing throughout the City and a strong interest in senior housing being incorporated into the redevelopment of the Beltway Plaza property. The board notes, however, that senior housing is proposed as part of Phase 2.

### **III. Conclusion**

This report summarizes the main points of discussion and comment by APB in the course of recent meetings held with the Beltway Plaza Applicant. The board is generally in support of the DSP as presented, with the above feedback.

## City Council Agenda Item Report

Meeting Date: August 9, 2021

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: LEGISLATION

Agenda Section: LEGISLATION

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### **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 - FY22

Negotiated Purchase List - FY22 sorted high to low

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 and other cooperative purchasing programs, with the bid price extended to Greenbelt.

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

**Attachments:**

[Res Neg Purchase.pdf](#)

[Negotiated Purchase List-FY22 - Final to Council 7-9-2021.pdf](#)

[Negotiated Purchase List-FY22 - Final to Council 7-9-2021-sorted high to low.pdf](#)

Introduced: Mr. Jordan  
1st Reading:  
2nd Reading:  
Passed:  
Posted:  
Effective:

RESOLUTION NUMBER XXXX

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)

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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 2022 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 2022 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
Colin A Byrd, Mayor

ATTEST:

\_\_\_\_\_  
Bonita Anderson, City Clerk

**City of Greenbelt, Maryland**

**Recommended Vendors for Negotiated Purchase - FY 2022**

| <b>Vendor-Number</b>                           | <b>Commodity</b>                                            | <b>Requesting<br/>Department</b> | <b>FY2021</b> | <b>FY2020</b> | <b>FY2019</b> | <b>FY2018</b> | <b>FY2017</b> | <b>Justification for not Bidding</b> |
|------------------------------------------------|-------------------------------------------------------------|----------------------------------|---------------|---------------|---------------|---------------|---------------|--------------------------------------|
| 1 Alexander & Cleaver PA - 905                 | Legal Services                                              | Admin                            | 98642         | 91,106        | 164,542       | 28,100        | New FY18      | Selected by competitive process      |
| 2 Best, Best & Krieger - 137                   | Cable Issues & Franchise<br>Negotiations, Small Cell Issues | Admin                            | 213           | 6,385         | 15,058        | 1,127         | 4,308         | Long-term relationship               |
| 3 CTC Technology & Energy                      | Oversee Small Cell Applications                             | Admin                            | -             | New FY21      | -             | -             | -             | Specialized Service                  |
| 4 Davenport & Co. LLC - 3061                   | Financial Consultant                                        | Admin                            | 45,000        | 0             | 18,119        | New FY19      | -             | Specialized Service                  |
| 5 Electec Election Services, Inc               | Voting Services                                             | Admin - Elections                | 19,701        | 2,346         | 0             | 2,346         | 0             | Specialized Service                  |
| 6 Ely Inc - 4183                               | Museum services/Storage                                     | Admin                            | 17,240        | 10,670        | New FY20      | -             | -             | Specialized Service                  |
| 7 Friends of Old Greenbelt Theatre - 6742      | Theatre management                                          | Admin                            | 48,000        | 141,427       | 59,217        | 63,128        | 37,228        | Selected by competitive process      |
| 8 Fovndry/Van Eperen                           | Communications Services                                     | Admin - PIO                      | New FY21      | 0             | 0             | 0             | 0             | Sole Provider                        |
| 9 Granicus Inc - 4960                          | Video Streaming/Open Platform                               | Admin                            | 32,205        | 30,950        | 25,518        | 36,606        | 9,489         | Specialized Service                  |
| 10 Greenbelt Homes Inc - 363                   | Museum Co-op fees & Playground<br>Maint                     | Admin                            | 10,820        | 10,074        | 15,942        | 13,129        | 18,005        | Sole Provider                        |
| 11 Jackson Lewis - 6613                        | Legal Services: CBA                                         | Admin                            | 27,141        | 59,581        | 310           | 47,747        | 20,507        | Specialized Service                  |
| 12 Jill Grant & Associates - 7864              | Legal Support:Maglev,Bureau of<br>Engraving & Printing      | Admin                            | 199,995       | New FY21      | -             | -             | -             | Specialized Service                  |
| 13 Maryland Municipal League-563               | Membership                                                  | Admin                            | 25,286        | 25,598        | 27,421        | 24,167        | 24,736        | Govt Association                     |
| 14 Metropolitan Washington Council of Govern   | Association fees                                            | Admin                            | 38,665        | 19,845        | 19,100        | 18,522        | 17,968        | COG Contract                         |
| 15 Miles & Stockbridge - 3801                  | Legal services: Bond Counsel                                | Admin                            | 21,500        | 24,500        | 25,220        | 33,668        | 9,846         | Specialized Service                  |
| 16 Nicholas P Pipino & Assoc - 982             | Audio Visual Maint Contract                                 | Admin                            | 11,228        | 6,374         | 4,945         | 143,484       | New FY18      | State Contract                       |
| 17 Amazon.com - 7039                           | Misc products                                               | All                              | 38,605        | 32,208        | 31,312        | New FY19      | -             | Competitive Pricing & Value          |
| 18 AT&T Mobility - 1027                        | Cellular phone service                                      | All                              | 27,624        | 29,197        | 36,575        | 39,399        | 44,049        | State Contract                       |
| 19 Capitol Office Solutions -147               | Copier Service & supplies                                   | All                              | 19,183        | 16,883        | 16,515        | 17,612        | 27,248        | Competitive Pricing & Value          |
| 20 Carefirst Bluecross Blueshield - 3619       | Employee Health Insurance                                   | All                              | 1,824,714     | 1,477,025     | 1,973,703     | 1,870,005     | 1,620,784     | Competitive Pricing & Value          |
| 21 Key Risk/StarNet Ins (replaced Chesapeake E | Workers compensation insurance                              | All                              | 625,882       | 617,530       | 567,882       | 692,182       | 632,756       | Long-term relationship               |
| 22 Delta Dental - 6092                         | Employee Dental Insurance                                   | All                              | 115,845       | 109,026       | 124,351       | 120,425       | 110,734       | Competitive Pricing & Value          |
| 23 Express Scripts - 512808                    | Employee prescription drugs                                 | All                              | 287,792       | 272,906       | 315,635       | 304,580       | 273,546       | Competitive Pricing & Value          |
| 24 The Hartford - 3694 512805+220216           | Employee life insurance                                     | All                              | 31,663        | 37,499        | 39,296        | 34,749        | 36,821        | Competitive Pricing & Value          |
| 25 International City/County Management Assc   | Deferred compensation program                               | All                              | 626,735       | 629,160       | 619,798       | 537,937       | 756,697       | Long-term relationship               |
| 26 James River Solutions - 6703                | Unleaded Fuel                                               | All                              | 156,357       | 129,302       | 163,746       | 135,569       | 113,561       | COG Bid                              |
| 27 Life Safety Systems - 7714 & 7776           | Door security                                               | All                              | 195,225       | New FY21      | -             | -             | -             | Sole Provider                        |
| 28 Local Government Insurance Trust- 1125 & 5  | Liability & property insurance                              | All                              | 167,690       | 157,033       | 153,823       | 158,696       | 157,522       | Competitive Pricing & Value          |

**City of Greenbelt, Maryland**

**Recommended Vendors for Negotiated Purchase - FY 2022**

| <b>Vendor-Number</b>                          | <b>Commodity</b>                   | <b>Requesting<br/>Department</b> | <b>FY2021</b> | <b>FY2020</b> | <b>FY2019</b> | <b>FY2018</b> | <b>FY2017</b> | <b>Justification for not Bidding</b> |
|-----------------------------------------------|------------------------------------|----------------------------------|---------------|---------------|---------------|---------------|---------------|--------------------------------------|
| 29 Maryland State Retirement System           | 5128C Retirement and pension plans | All                              | 2,054,492     | 1,857,509     | 1,785,878     | 1,682,060     | 1,590,937     | State Agency                         |
| 30 Staples - 486, 5718 & 5925                 | Office & Green Cleaning Supplies   | All                              | 27,234        | 39,155        | 24,149        | 19,944        | 16,508        | NJPA Contract                        |
| 31 Trippe Sports & Promotions LLC - 4466      | Uniforms                           | All                              | 5,421         | 39,155        | 11,885        | 10,050        | 7,845         | Competitive Pricing & Value          |
| 33 Verizon - 523801                           | Local phone service                | All                              | 49,583        | 42,728        | 48,916        | 33,677        | 23,290        | Sole Provider                        |
| 34 Verizon Wireless 1966                      | Police laptops & Cell Phones       | All                              | 39,594        | 39,250        | 43,152        | 41,239        | 41,764        | State Contract                       |
| 35 Xerox - 292 (replacing COS)                | Copier Service & supplies          | All                              | 14,773        | 20,827        | 20,028        | 16,653        | 6,722         | Competitive Pricing & Value          |
| 37 Petsmart - 3339                            | Animal Food & Supplies             | Animal Control                   | 2,170         | 5,288         | 8,702         | 9,398         | 7,933         | Local Vendor, Competitive Pricing    |
| 38 Spay Now - 6734                            | Veterinarian services              | Animal Control                   | 6,032         | 14,302        | 15,161        | 15,823        | 9,910         | Competitive Pricing & Value          |
| 39 Epstein, Norman-1374                       | Psychological services             | CARES                            | 8,250         | 8,250         | 9,900         | 10,890        | 10,450        | Long-term relationship               |
| 40 Bolton Partners Inc - 4789                 | Post Retirement Medical            | Fin & Admin                      | 9,880         | 2,000         | 9,500         | 0             | 9,500         | Actuarial Study every two years      |
| 41 Cohn Reznick - replaced McGladrey 2015     | Auditing services                  | Fin & Admin                      | 37,500        | 37,500        | 36,500        | 35,500        | 34,500        | Selected by competitive process      |
| 42 Columbia Bank - 523403                     | Banking services                   | Fin & Admin                      | 25,744        | 36,619        | 38,862        | 38,445        | 33,986        | Selected by competitive process      |
| 43 Greenbelt News Review - 368                | Legal & help wanted ads            | Fin & Admin                      | 25,172        | 21,770        | 24,181        | 25,363        | 19,068        | Local Vendor, Competitive Pricing    |
| 44 Municap - 3493                             | TIF Administrator                  | Fin & Admin                      | 11,700        | 17,463        | 8,206         | New FY19      | -             | Specialized Service                  |
| 45 Occupational Medical Services - 3774       | Employee Physicals                 | Fin & Admin                      | 17,206        | 12,471        | 11,579        | 7,223         | 8,595         | Competitive Pricing & Value          |
| 46 Superion - Pentamaton (was Sungard) - 1721 | Financial system software maint    | Finance                          | 56,592        | 12,654        | 71,663        | 50,196        | 48,667        | Sole Provider                        |
| 47 Washington Post - 7055                     | Employment Advertising             | HR                               | 8,365         | 5,290         | 10,030        | New FY19      | -             | Competitive Pricing & Value          |

| City of Greenbelt, Maryland                           |                                                        |                       |         |         |          |          |          |                                             |
|-------------------------------------------------------|--------------------------------------------------------|-----------------------|---------|---------|----------|----------|----------|---------------------------------------------|
| Recommended Vendors for Negotiated Purchase - FY 2022 |                                                        |                       |         |         |          |          |          |                                             |
| Vendor-Number                                         | Commodity                                              | Requesting Department | FY2021  | FY2020  | FY2019   | FY2018   | FY2017   | Justification for not Bidding               |
| 48 CDW-G Computer Center Inc-153                      | Computers                                              | IT                    | 11,416  | 9,297   | 27,834   | 11,153   | 8,622    | Competitive Pricing & Value                 |
| 49 Delta Telephone & Cabling - 5016                   | Phone Maint & Licenses                                 | IT                    | 4,686   | 61,885  | 7,123    | 9,612    | 8,300    | Local Vendor, Competitive Pricing           |
| 50 GHA Technologies - 4077                            | Computers & Computer Equip                             | IT                    | 32,621  | 33,866  | 17,177   | 1,962    | 10,239   | Competitive Pricing & Value                 |
| 51 J&M Security Solutions - 1007                      | Security Cameras                                       | IT                    | 35,330  | 3,925   | 100,859  | 53,500   | New FY18 | Selected by competitive process             |
| 52 MCCI - 2709                                        | Laserfische Project Mgmt                               | IT                    | 26,500  | 24,280  | 36,355   | New FY19 | -        | Competitive Pricing & Value                 |
| 53 Microsoft - 6170                                   | Email Service                                          | IT                    | 12,741  | 10,894  | 10,289   | 9,812    | 9,830    | Competitive Pricing & Value                 |
| 54 SHI International Corp - 4028                      | Computer supplies & Licensing                          | IT                    | 29,483  | 9,012   | New FY20 | -        | -        | Competitive Pricing & Value                 |
| 55 Vermont systems - 956                              | Rec Trac Upgrade, Training, Maint                      | IT                    | 0       | 7,194   | 13,968   | 16,562   | 6,353    | Specialized Service                         |
| 56 Perconti Data Systems - 5396                       | Utopia System Upgrade & Maint                          | IT/Planning           | 9,995   | 9,995   | 14,495   | 13,495   | 5,995    | Sole Provider                               |
| 57 Charles P. Johnson & Assoc - 4802                  | Construction Inspection/<br>Management Services        | Planning              | 57,172  | 195,868 | 66,520   | 35,417   | 0        | Competitive Pricing, long-term relationship |
| 58 Bradley Site Design - 1918                         | Design & Signage for Gateway and Bud                   | Planning              | 0       | 0       | 1,000    | 8,004    | 20,904   | Long-term relationship                      |
| 59 Greenman Pedersen - 379                            | Engineering consultant                                 | Planning              | 53,011  | 29,022  | 101,298  | 118,035  | 115,398  | Long-term relationship                      |
| 60 NAA, Inc. - 3905                                   | Remediation of CC Windows                              | Planning              | 0       | 0       | New FY20 | -        | -        | Selected by competitive process             |
| 61 Acme Auto Leasing LLC - 3190                       | Police Undercover Leased Vehicle                       | Police                | 78,750  | 61,875  | 78,993   | 61,875   | 88,750   | Competitive Pricing & Value                 |
| 62 American Traffic Solutions (ATS) - 3203            | Redlight citation processing                           | Police                | 285,368 | 260,615 | 217,918  | 180,149  | 215,786  | Howard County Contract                      |
| 63 AXON - 620                                         | Body Cameras                                           | Police                | 0       | 5,850   | 64,624   | 66,499   | New FY18 | Specialized Service                         |
| 64 Community College of Baltimore County - 2106       | Police academy                                         | Police                | 0       | 10,443  | 0        | 2,020    | 3,528    | Specialized Service                         |
| 65 Complus Data Innovations - 4299                    | Parking ticket collection services                     | Police                | 0       | 6,979   | 14,133   | 14,434   | 21,569   | Competitive Pricing & Value                 |
| 66 D & D Tire - 3204                                  | Auto & Truck Tires                                     | Police                | 24,470  | 30,770  | 33,171   | 28,751   | 26,292   | State Contract                              |
| 67 Dr. Jack Leeb - 1766                               | Employment Assessments/Testing                         | Police                | 14,480  | 7,515   | 7,475    | 5,535    | 4,045    | Long-term relationship                      |
| 68 Emerg Serv Consult Intl - 2933(was Fields Cc       | Promotional Assessment Center                          | Police                | 18,000  | 0       | 18,000   | 0        | 20,500   | Competitive Pricing & Value                 |
| 69 Galls Inc - 329                                    | Uniforms and police equipment                          | Police                | 10,683  | 18,229  | 16,083   | 8,274    | 9,143    | Sole Provider                               |
| 70 Gun Shop, The 899                                  | Firearms training, ammunition                          | Police                | 2,369   | 17,976  | 17,592   | 7,603    | 10,973   | State Contract                              |
| 71 Howard County - 2572                               | Redlight Camera                                        | Police                | 10,485  | 9,515   | 10,718   | 10,254   | 10,302   | Specialized Service                         |
| 72 Municipal Emerg Sv Dep - 145(was Lawmen            | Ammunition Training, body armor, uniforms              | Police                | 24,321  | 26,985  | 26,255   | 25,903   | 19,665   | Specialized Service                         |
| 73 Major Police Supply - 4188                         | Emergency equipment & installatioin on police vehicles | Police                | 31,666  | 162,120 | 141,446  | 31,409   | 78,250   | State Contract                              |
| 74 Motorola - 6109                                    | Radios & related service                               | Police                | 23,573  | 34,111  | 27,740   | 29,934   | 17,161   | State Contract                              |
| 75 Quill - 3937                                       | Office Supplies                                        | Police                | 10,198  | 10,867  | 13,355   | 11,179   | 11,635   | Competitive Pricing & Value                 |

**City of Greenbelt, Maryland**

**Recommended Vendors for Negotiated Purchase - FY 2022**

| <b>Vendor-Number</b>                          | <b>Commodity</b>                                           | <b>Requesting<br/>Department</b> | <b>FY2021</b> | <b>FY2020</b> | <b>FY2019</b> | <b>FY2018</b> | <b>FY2017</b> | <b>Justification for not Bidding</b> |
|-----------------------------------------------|------------------------------------------------------------|----------------------------------|---------------|---------------|---------------|---------------|---------------|--------------------------------------|
| 76 Rekor Recognition Systems - 3487(was Brekl | Speed Cameras; Purchase and installation of Police Laptops | Police                           | 194,440       | 211,520       | 239,500       | 260,400       | 245,000       | Specialized Service                  |
| 77 Silver Hill Cleaners - 149                 | Uniform cleaning                                           | Police                           | 6,789         | 8,356         | 9,042         | 12,062        | 14,598        | Competitive Pricing & Value          |
| 78 Tyler Tech (includes Executime) 5332       | CAD Computer System & Executime                            | PD & Finance                     | 54,081        | 90,303        | 51,006        | 104,350       | 100,196       | Selected by competitive process      |
| 79 Suburban Signs Inc - 856                   | City Vehicle decals & Installation                         | PD, PW, PCD                      | 1,466         | 10,586        | 19,872        | 7,035         | 8,902         | Competitive Pricing & Value          |
| 80 University of Maryland - 942, 4847         | Police Academy, Election tabulation                        | Police & Admin                   | 250           | 17,897        | 4,452         | 11,903        | 4,452         | Specialized Service                  |
| 81 Assa Abloy Entrance Systems US Inc-840     | Door repairs                                               | Public Works                     | 3,860         | 3,400         | 9,860         | 5,807         | -             | Local Vendor, Competitive Pricing    |
| 82 B Clean 3911 (name chg was Dalmex - 6171)  | Janitorial Services                                        | Public Works                     | 86,738        | 29,840        | 35,039        | 31,970        | 28,720        | Selected by competitive process      |
| 83 BFPE International - 1466                  | Fire Alarm                                                 | Public Works                     | 35,099        | 18,330        | 8,302         | New FY19      | -             | Local Vendor, Competitive Pricing    |
| 84 Boland Services - 118                      | HVAC Services                                              | Public Works                     | 65,283        | 8,987         | 5,437         | 2,046         | 37,546        | Local Vendor, Competitive Pricing    |
| 85 Bortek Industries - 979                    | Auto/Sweeper Parts                                         | Public Works                     | 15,580        | 10,331        | 13,899        | New FY19      | -             | Competitive Pricing & Value          |
| 86 Brylin Glass LLC - 7753                    | Sculpture & Window Repair                                  | Public Works                     | 19,235        | New FY21      | -             | -             | -             | Selected by competitive process      |
| 87 Budget Painting - 734                      | Painting                                                   | Public Works                     | 19,250        | 29,700        | 9,800         | 0             | 4,000         | Competitive Pricing & Value          |
| 88 Carquest Auto Parts-3101                   | Auto Parts                                                 | Public Works                     | 11,303        | 7,575         | 3,604         | 1,896         | 2,460         | Competitive Pricing & Value          |
| 89 Chesapeake Ford Truck - 995                | Auto Parts                                                 | Public Works                     | 14,929        | 9,223         | 13,721        | 2,102         | New FY18      | Competitive Pricing & Value          |



**City of Greenbelt, Maryland**

**Recommended Vendors for Negotiated Purchase - FY 2022**

| <b>Vendor-Number</b>                         | <b>Commodity</b>                      | <b>Requesting<br/>Department</b> | <b>FY2021</b> | <b>FY2020</b> | <b>FY2019</b> | <b>FY2018</b> | <b>FY2017</b> | <b>Justification for not Bidding</b> |
|----------------------------------------------|---------------------------------------|----------------------------------|---------------|---------------|---------------|---------------|---------------|--------------------------------------|
| 90 Climate Engineers-2210                    | HVAC service at AFC                   | Public Works                     | 51,189        | 47,948        | 74,050        | 49,226        | 63,202        | Local Vendor, Competitive Pricing    |
| 91 C N Robinson Lighting - 6118              | LED Lighting                          | Public Works                     | 68,157        | 34,935        | 8,143         | 6,212         | 108,748       | Local Vendor, Competitive Pricing    |
| 92 Crovato Products & Svcs - 4009            | Auto maintenance                      | Public Works                     | 9,917         | 11,615        | 9,763         | 18,171        | 24,248        | Local Vendor, Competitive Pricing    |
| 93 Crowley Construction - 1221               | Roof repairs                          | Public Works                     | 913           | 163,095       | 15,717        | 30,690        | 9,438         | Local Vendor, Competitive Pricing    |
| 94 Cunningham Assoc-6786 (was West Rec-3787) | Playground Wood Fiber/Mulch           | Public Works                     | 0             | 22,250        | 24,105        | 21,906        | 39,629        | Local Vendor, Competitive Pricing    |
| 95 Dude Solutions Inc - 298                  | Facility Dude                         | Public Works                     | 5,162         | 3,055         | 30,775        | 2,639         | 2,771         | Competitive Pricing & Value          |
| 96 Densel Company - 630                      | Boiler Replacement                    | Public Works                     | 58,491        | 510,817       | 56,361        | 233,610       | New FY18      | Selected by competitive process      |
| 97 Eastern Salt Co - 2772                    | Road Salt                             | Public Works                     | 2,383         | 12,370        | 14,400        | New FY19      | -             | Competitive Pricing & Value          |
| 98 Ennis-Flint - 980                         | Traffic signs/Crosswalks              | Public Works                     | 4,631         | 12,118        | 11,862        | 2,307         | -             | Competitive Pricing & Value          |
| 99 The Fibar Group LLC - 4233                | Engineered wood                       | Public Works                     | 13,438        | 2,236         | 0             | 0             | 0             | Competitive Pricing & Value          |
| 100 Fidelity Power Systems - 300             | Generator Inspection & Maint.         | Public Works                     | 8,691         | 6,132         | 4,942         | 4,225         | 6,044         | Long-term relationship               |
| 101 Gametime - 1043                          | Playground Equipment                  | Public Works                     | 1,658         | 2,031         | 54,533        | 163,198       | 1,549         | Local Vendor, Competitive Pricing    |
| 102 General Glass - 4746                     | Windows                               | Public Works                     | 44,455        | 5,522         | 2,465         | 1,779         | 4,700         | Selected by competitive process      |
| 103 GHE Electric Services Inc - 6290         | Electrical Supplies & Repairs         | Public Works                     | 15,163        | 5,335         | 12,075        | 425           | 8,622         | Local Vendor, Competitive Pricing    |
| 104 Grainger - 350                           | Filters, lights, tools, misc supplies | Public Works                     | 12,692        | 7,925         | 7,618         | 3,711         | 5,100         | Local Vendor, Competitive Pricing    |
| 105 Granturk Equipment Company Inc - 351     | Auto parts                            | Public Works                     | 17,363        | 733           | 177,962       | 531           | 1,017         | Sole Provider                        |
| 106 Greenbelt Auto & Truck Repair - 1091     | Auto body repair                      | Public Works                     | 21,210        | 29,549        | 17,725        | 28,610        | 36,543        | Local Vendor, Competitive Pricing    |
| 107 Greenbriar Community Assoc - 376         | Landscape Maintenance                 | Public Works                     | 9,650         | 12,545        | 11,599        | 7,555         | 6,288         | Long-term relationship               |
| 108 Home Depot - 1183 + 6211                 | Miscellaneous supplies                | Public Works                     | 14,976        | 15,633        | 18,007        | 17,880        | 18,108        | Local Vendor, Competitive Pricing    |
| 109 Hi-Line - 2317                           | Auto Shop Supplies for PD             | Public Works                     | 20,433        | 17,266        | 11,943        | 9,201         | 6,931         | Local Vendor, Competitive Pricing    |
| 110 Innovative Pyrotechnic Concepts - 6595   | Fireworks                             | Public Works                     | 0             | 14,175        | 13,825        | 13,250        | 12,800        | Specialized Service                  |
| 111 Intercon Truck Equipment - 6331          | Truck Equipment                       | Public Works                     | 0             | 0             | 13,524        | 11,167        | -             | Competitive Pricing & Value          |
| 112 Jams Lawn and Gardening Inc - 7938       | Landscape Maintenance                 | Public Works                     | 1,956         | New FY21      | -             | -             | -             | Selected by competitive process      |
| 113 Kohler Equipment - 4683                  | Tools & Parts                         | Public Works                     | 8,759         | 9,151         | 9,878         | 8,771         | 6,086         | Local Vendor, Competitive Pricing    |
| 114 Leonard Paper Company - 2276             | Paper towels & toilet tissue          | Public Works                     | 13,977        | 5,719         | 5,588         | 7,309         | 7,926         | Competitive Pricing & Value          |
| 115 Mansfield Oil Co - 550                   | Diesel Fuel                           | Public Works                     | 6,713         | 33,250        | 47,532        | 43,854        | 37,254        | COG Contract                         |
| 116 Manuel Tree Service - 6282               | Tree pruning/removal                  | Public Works                     | 32,200        | 13,500        | 4,900         | 16,100        | 30,750        | Competitive Pricing & Value          |
| 117 Maryland Environmental Services - 559    | Leaf grinding                         | Public Works                     | 31,453        | 23,143        | 57,200        | 12,871        | 18,367        | Local Vendor, Competitive Pricing    |
| 118 Overhead Door - 681                      | Bay Door Repairs                      | Public Works                     | 2,265         | 16,646        | 2,085         | 1,324         | 7,828         | Specialized Service                  |

**City of Greenbelt, Maryland**

**Recommended Vendors for Negotiated Purchase - FY 2022**

| <b>Vendor-Number</b>                              | <b>Commodity</b>                                    | <b>Requesting<br/>Department</b> | <b>FY2021</b> | <b>FY2020</b> | <b>FY2019</b> | <b>FY2018</b> | <b>FY2017</b> | <b>Justification for not Bidding</b> |
|---------------------------------------------------|-----------------------------------------------------|----------------------------------|---------------|---------------|---------------|---------------|---------------|--------------------------------------|
| 119 P2 Maintenance Services - 3423                | Landscape Maintenance                               | Public Works                     | 60,888        | 47,094        | 5,521         | New FY19      | -             | Competitive Pricing & Value          |
| 120 Packer Norris Parts - 5770                    | Vehicle Repair Auto Parts, direct from manufacturer | Public Works                     | 13,532        | 14,354        | 8,315         | 9,395         | 6,749         | Competitive Pricing & Value          |
| 121 Parts Authority - 5896                        | Auto Parts, Supplies & Tools                        | Public Works                     | 37,690        | 43,316        | 46,838        | 42,686        | 62,772        | Local Vendor, Competitive Pricing    |
| 122 Raymar Plumbing Services-767                  | Plumbing services                                   | Public Works                     | 3,932         | 13,190        | 27,506        | 31,002        | 15,244        | Local Vendor, Competitive Pricing    |
| 123 Republic Services #411 - 7734                 | Recycling                                           | Public Works                     | 16,548        | New FY21      | -             | -             | -             | Selected by competitive process      |
| 124 Rexel of America LLC                          | Parts                                               | Public Works                     | 13,044        | 12,992        | 10,240        | 5,138         | 1,220         | Competitive Pricing & Value          |
| 125 Schindler Elevator - 799                      | Elevator service and repair                         | Public Works                     | 22,928        | 9,164         | 15,975        | 12,490        | 13,001        | Competitive Pricing & Value          |
| 126 Shapiro & Duncan Mechanical Contractors -5526 | Pool Pac Service, HVAC-CC                           | Public Works                     | 835           | 0             | 26,655        | 50,868        | 289,381       | Competitive Pricing & Value          |
| 127 SiteOne Landscape Supply LLC - 415            | Landscape plants/supplies                           | Public Works                     | 12,074        | 2,286         | 11,442        | 3,174         | 2,176         | Competitive Pricing & Value          |
| 128 Sparks@Play -                                 | Playground Equipment Installation                   | Public Works                     | 35,189        | New FY21      | -             | -             | -             | Selected by competitive process      |
| 129 VMP Construction - 951                        | Asphalt Work                                        | Public Works                     | 365,371       | 572,605       | 786,548       | 180,090       | -             | Selected by competitive process      |
| 130 Prince George's County- 693, 694 & 739        | Landfill disposal services & I-Net                  | PW & IT                          | 78,909        | 123,822       | 134,310       | 112,270       | 105,865       | Specialized Service                  |
| 131 Roberts Oxygen - 784                          | Propane & Pool Chemicals                            | PW & Rec                         | 9,701         | 9,226         | 10,743        | 8,805         | 9,456         | Competitive Pricing & Value          |
| 132 Amato Industries - 3679                       | Chlorine & Other Pool Chemicals                     | Recreation                       | 3,678         | 10,046        | 9,445         | 8,407         | 11,123        | MNCPPC Contract                      |
| 133 Bonkosky, Laura - 3010                        | Yoga Instructor                                     | Recreation                       | 6,754         | 14,546        | 14,431        | 8,720         | 9,190         | Local Vendor, Competitive Pricing    |
| 134 Doloff Printing - 259                         | Newsletters & Seasonal Brochures                    | Recreation                       | 0             | 8,264         | 10,783        | 10,655        | 21,774        | Competitive Pricing & Value          |
| 135 O'Brien Bus Service Inc - 672                 | Bus service for camps- shorter trips                | Recreation                       | 0             | 16,975        | 14,350        | 14,425        | 15,850        | Competitive Pricing & Value          |
| 136 Weyers Floor Service 976                      | Wood floor re-surfacing & refinishing               | Recreation                       | 2,800         | 9,053         | 12,411        | 16,757        | 12,530        | Competitive Pricing & Value          |

**City of Greenbelt, Maryland**

**Recommended Vendors for Negotiated Purchase - FY 2022**

| Vendor-Number |                                                                        | Commodity                          | Requesting Department | FY2021    | FY2020    | FY2019    | FY2018    | FY2017    | Justification for not Bidding          |
|---------------|------------------------------------------------------------------------|------------------------------------|-----------------------|-----------|-----------|-----------|-----------|-----------|----------------------------------------|
| 1             | Maryland State Retirement System                                       | 51280 Retirement and pension plans | All                   | 2,054,492 | 1,857,509 | 1,785,878 | 1,682,060 | 1,590,937 | State Agency                           |
| 2             | Carefirst Bluecross Blueshield - 3619                                  | Employee Health Insurance          | All                   | 1,824,714 | 1,477,025 | 1,973,703 | 1,870,005 | 1,620,784 | Competitive Pricing & Value            |
| 3             | International City/County Management Association (ICMA) - 419 + 512802 | Deferred compensation program      | All                   | 626,735   | 629,160   | 619,798   | 537,937   | 756,697   | Long-term relationship                 |
| 4             | Key Risk/StarNet Ins (replaced Chesapeake                              | Workers compensation insurance     | All                   | 625,882   | 617,530   | 567,882   | 692,182   | 632,756   | Long-term relationship                 |
| 5             | VMP Construction - 951                                                 | Asphalt Work                       | Public Works          | 365,371   | 572,605   | 786,548   | 180,090   | -         | Selected by competitive process        |
| 6             | Express Scripts - 512808                                               | Employee prescription drugs        | All                   | 287,792   | 272,906   | 315,635   | 304,580   | 273,546   | Competitive Pricing & Value            |
| 7             | American Traffic Solutions (ATS) - 3203                                | Redlight citation processing       | Police                | 285,368   | 260,615   | 217,918   | 180,149   | 215,786   | Howard County Contract                 |
| 8             | Jill Grant & Associates - 7864                                         | Legal Support:Maglev,Bureau of     | Admin                 | 199,995   | New FY21  | -         | -         | -         | Specialized Service                    |
| 9             | Life Safety Systems - 7714 & 7776                                      | Door security                      | All                   | 195,225   | New FY21  | -         | -         | -         | Sole Provider                          |
| 10            | Rekor Recognition Systems - 3487                                       | Speed Cameras; Purchase and        | Police                | 194,440   | 211,520   | 239,500   | 260,400   | 245,000   | Specialized Service                    |
| 11            | Local Government Insurance Trust- 1125 & 528                           | Liability & property insurance     | All                   | 167,690   | 157,033   | 153,823   | 158,696   | 157,522   | Competitive Pricing & Value            |
| 12            | James River Solutions - 6703                                           | Unleaded Fuel                      | All                   | 156,357   | 129,302   | 163,746   | 135,569   | 113,561   | COG Bid                                |
| 13            | Delta Dental - 6092                                                    | Employee Dental Insurance          | All                   | 115,845   | 109,026   | 124,351   | 120,425   | 110,734   | Competitive Pricing & Value            |
| 14            | Alexander & Cleaver PA - 905                                           | Legal Services                     | Admin                 | 98642     | 91,106    | 164,542   | 28,100    | New FY18  | Selected by competitive process        |
| 15            | B Clean 3911 (name chg was Dalmex - 6171)                              | Janitorial Services                | Public Works          | 86,738    | 29,840    | 35,039    | 31,970    | 28,720    | Selected by competitive process        |
| 16            | Prince George's County- 693, 694 & 739                                 | Landfill disposal services & I-Net | PW & IT               | 78,909    | 123,822   | 134,310   | 112,270   | 105,865   | Specialized Service                    |
| 17            | Acme Auto Leasing LLC - 3190                                           | Police Undercover Leased Vehicle   | Police                | 78,750    | 61,875    | 78,993    | 61,875    | 88,750    | Competitive Pricing & Value            |
| 18            | C N Robinson Lighting - 6118                                           | LED Lighting                       | Public Works          | 68,157    | 34,935    | 8,143     | 6,212     | 108,748   | Local Vendor, Competitve Pricing       |
| 19            | Boland Services - 118                                                  | HVAC Services                      | Public Works          | 65,283    | 8,987     | 5,437     | 2,046     | 37,546    | Local Vendor, Competitve Pricing       |
| 20            | P2 Maintenance Services - 3423                                         | Landscape Maintenance              | Public Works          | 60,888    | 47,094    | 5,521     | New FY19  | -         | Competitive Pricing & Value            |
| 21            | Densel Company - 630                                                   | Boiler Replacement                 | Public Works          | 58,491    | 510,817   | 56,361    | 233,610   | New FY18  | Selected by competitive process        |
| 22            | Charles P. Johnson & Assoc - 4802                                      | Construction Inspection/           | Planning              | 57,172    | 195,868   | 66,520    | 35,417    | 0         | Competitive Pricing, long-term relatio |
| 23            | Superion - Pentamation (was Sungard) - 1721                            | Financial system software maint    | Finance               | 56,592    | 12,654    | 71,663    | 50,196    | 48,667    | Sole Provider                          |
| 24            | Tyler Tech (includes Executime) 5332                                   | CAD Computer System & Executime    | PD & Finance          | 54,081    | 90,303    | 51,006    | 104,350   | 100,196   | Selected by competitive process        |
| 25            | Greenman Pedersen - 379                                                | Engineering consultant             | Planning              | 53,011    | 29,022    | 101,298   | 118,035   | 115,398   | Long-term relationship                 |
| 26            | Climate Engineers-2210                                                 | HVAC service at AFC                | Public Works          | 51,189    | 47,948    | 74,050    | 49,226    | 63,202    | Local Vendor, Competitve Pricing       |
| 27            | Verizon - 523801                                                       | Local phone service                | All                   | 49,583    | 42,728    | 48,916    | 33,677    | 23,290    | Sole Provider                          |
| 28            | Friends of Old Greenbelt Theatre - 6742                                | Theatre management                 | Admin                 | 48,000    | 141,427   | 59,217    | 63,128    | 37,228    | Selected by competitive process        |
| 29            | Davenport & Co. LLC - 3061                                             | Financial Consultant               | Admin                 | 45,000    | 0         | 18,119    | New FY19  | -         | Specialized Service                    |
| 30            | General Glass - 4746                                                   | Windows                            | Public Works          | 44,455    | 5,522     | 2,465     | 1,779     | 4,700     | Selected by competitive process        |

**City of Greenbelt, Maryland**

**Recommended Vendors for Negotiated Purchase - FY 2022**

| Vendor-Number                                              | Commodity                                  | Requesting Department | FY2021    | FY2020    | FY2019    | FY2018    | FY2017    | Justification for not Bidding     |
|------------------------------------------------------------|--------------------------------------------|-----------------------|-----------|-----------|-----------|-----------|-----------|-----------------------------------|
| 1 Maryland State Retirement System                         | 51280 Retirement and pension plans         | All                   | 2,054,492 | 1,857,509 | 1,785,878 | 1,682,060 | 1,590,937 | State Agency                      |
| 31 Verizon Wireless 1966                                   | Police laptops & Cell Phones               | All                   | 39,594    | 39,250    | 43,152    | 41,239    | 41,764    | State Contract                    |
| 32 Metropolitan Washington Council of Governments - 601    | Association fees                           | Admin                 | 38,665    | 19,845    | 19,100    | 18,522    | 17,968    | COG Contract                      |
| 34 Amazon.com - 7039                                       | Misc products                              | All                   | 38,605    | 32,208    | 31,312    | New FY19  | -         | Competitive Pricing & Value       |
| 35 Parts Authority - 5896                                  | Auto Parts, Supplies & Tools               | Public Works          | 37,690    | 43,316    | 46,838    | 42,686    | 62,772    | Local Vendor, Competitive Pricing |
| 36 Cohn Reznick - replaced McGladrey 2015                  | Auditing services                          | Fin & Admin           | 37,500    | 37,500    | 36,500    | 35,500    | 34,500    | Selected by competitive process   |
| 38 J&M Security Solutions - 1007                           | Security Cameras                           | IT                    | 35,330    | 3,925     | 100,859   | 53,500    | New FY18  | Selected by competitive process   |
| 39 Sparks@Play -                                           | Playground Equipment Installation          | Public Works          | 35,189    | New FY21  | -         | -         | -         | Selected by competitive process   |
| 40 BFPE International - 1466                               | Fire Alarm                                 | Public Works          | 35,099    | 18,330    | 8,302     | New FY19  | -         | Local Vendor, Competitive Pricing |
| 41 GHA Technologies - 4077                                 | Computers & Computer Equip                 | IT                    | 32,621    | 33,866    | 17,177    | 1,962     | 10,239    | Competitive Pricing & Value       |
| 42 Granicus Inc - 4960                                     | Video Streaming/Open Platform              | Admin                 | 32,205    | 30,950    | 25,518    | 36,606    | 9,489     | Specialized Service               |
| 43 Manuel Tree Service - 6282                              | Tree pruning/removal                       | Public Works          | 32,200    | 13,500    | 4,900     | 16,100    | 30,750    | Competitive Pricing & Value       |
| 44 Major Police Supply - 4188                              | Emergency equipment & installatioin        | Police                | 31,666    | 162,120   | 141,446   | 31,409    | 78,250    | State Contract                    |
| 45 The Hartford - 3694 512805+220216                       | Employee life insurance                    | All                   | 31,663    | 37,499    | 39,296    | 34,749    | 36,821    | Competitive Pricing & Value       |
| 46 Maryland Environmental Services - 559                   | Leaf grinding                              | Public Works          | 31,453    | 23,143    | 57,200    | 12,871    | 18,367    | Local Vendor, Competitive Pricing |
| 47 SHI International Corp - 4028                           | Computer supplies & Licensing              | IT                    | 29,483    | 9,012     | New FY20  | -         | -         | Competitive Pricing & Value       |
| 48 AT&T Mobility - 1027                                    | Cellular phone service                     | All                   | 27,624    | 29,197    | 36,575    | 39,399    | 44,049    | State Contract                    |
| 49 Staples - 486, 5718 & 5925                              | Office & Green Cleaning Supplies           | All                   | 27,234    | 39,155    | 24,149    | 19,944    | 16,508    | NJPA Contract                     |
| 50 Jackson Lewis - 6613                                    | Legal Services: CBA                        | Admin                 | 27,141    | 59,581    | 310       | 47,747    | 20,507    | Specialized Service               |
| 51 MCCI - 2709                                             | Laserfische Project Mgmt                   | IT                    | 26,500    | 24,280    | 36,355    | New FY19  | -         | Competitive Pricing & Value       |
| 52 Columbia Bank - 523403                                  | Banking services                           | Fin & Admin           | 25,744    | 36,619    | 38,862    | 38,445    | 33,986    | Selected by competitive process   |
| 53 Maryland Municipal League-563                           | Membership                                 | Admin                 | 25,286    | 25,598    | 27,421    | 24,167    | 24,736    | Govt Association                  |
| 54 Greenbelt News Review - 368                             | Legal & help wanted ads                    | Fin & Admin           | 25,172    | 21,770    | 24,181    | 25,363    | 19,068    | Local Vendor, Competitive Pricing |
| 55 D & D Tire - 3204                                       | Auto & Truck Tires                         | Police                | 24,470    | 30,770    | 33,171    | 28,751    | 26,292    | State Contract                    |
| 56 Municipal Emerg Sv Dep - 145 (was Lawmen Supply - 6505) | Simmunition Training, body armor, uniforms | Police                | 24,321    | 26,985    | 26,255    | 25,903    | 19,665    | Specialized Service               |
| 57 Motorola - 6109                                         | Radios & related service                   | Police                | 23,573    | 34,111    | 27,740    | 29,934    | 17,161    | State Contract                    |
| 58 Schindler Elevator - 799                                | Elevator service and repair                | Public Works          | 22,928    | 9,164     | 15,975    | 12,490    | 13,001    | Competitive Pricing & Value       |
| 59 Miles & Stockbridge - 3801                              | Legal services: Bond Counsel               | Admin                 | 21,500    | 24,500    | 25,220    | 33,668    | 9,846     | Specialized Service               |
| 60 Greenbelt Auto & Truck Repair - 1091                    | Auto body repair                           | Public Works          | 21,210    | 29,549    | 17,725    | 28,610    | 36,543    | Local Vendor, Competitive Pricing |

**City of Greenbelt, Maryland**

**Recommended Vendors for Negotiated Purchase - FY 2022**

| <b>Vendor-Number</b>                                                      | <b>Commodity</b>                       | <b>Requesting Department</b> | <b>FY2021</b> | <b>FY2020</b> | <b>FY2019</b> | <b>FY2018</b> | <b>FY2017</b> | <b>Justification for not Bidding</b> |
|---------------------------------------------------------------------------|----------------------------------------|------------------------------|---------------|---------------|---------------|---------------|---------------|--------------------------------------|
| 1 Maryland State Retirement System                                        | 51280 Retirement and pension plans     | All                          | 2,054,492     | 1,857,509     | 1,785,878     | 1,682,060     | 1,590,937     | State Agency                         |
| 61 Hi-Line - 2317                                                         | Auto Shop Supplies for PD              | Public Works                 | 20,433        | 17,266        | 11,943        | 9,201         | 6,931         | Local Vendor, Competitive Pricing    |
| 62 Electec Election Services, Inc                                         | Voting Services                        | Admin - Elections            | 19,701        | 2,346         | 0             | 2,346         | 0             | Specialized Service                  |
| 63 Budget Painting - 734                                                  | Painting                               | Public Works                 | 19,250        | 29,700        | 9,800         | 0             | 4,000         | Competitive Pricing & Value          |
| 64 Brylin Glass LLC - 7753                                                | Sculpture & Window Repair              | Public Works                 | 19,235        | New FY21      | -             | -             | -             | Selected by competitive process      |
| 65 Capitol Office Solutions -147                                          | Copier Service & supplies              | All                          | 19,183        | 16,883        | 16,515        | 17,612        | 27,248        | Competitive Pricing & Value          |
| 66 Emerg Serv Consult Intl - 2933<br>(was Fields Consulting Group - 5873) | Promotional Assessment Center          | Police                       | 18,000        | 0             | 18,000        | 0             | 20,500        | Competitive Pricing & Value          |
| 67 Granturk Equipment Company Inc - 351                                   | Auto parts                             | Public Works                 | 17,363        | 733           | 177,962       | 531           | 1,017         | Sole Provider                        |
| 68 Ely Inc - 4183                                                         | Museum services/Storage                | Admin                        | 17,240        | 10,670        | New FY20      | -             | -             | Specialized Service                  |
| 69 Occupational Medical Services - 3774                                   | Employee Physicals                     | Fin & Admin                  | 17,206        | 12,471        | 11,579        | 7,223         | 8,595         | Competitive Pricing & Value          |
| 70 Republic Services #411 - 7734                                          | Recycling                              | Public Works                 | 16,548        | New FY21      | -             | -             | -             | Selected by competitive process      |
| 71 Bortek Industries - 979                                                | Auto/Sweeper Parts                     | Public Works                 | 15,580        | 10,331        | 13,899        | New FY19      | -             | Competitive Pricing & Value          |
| 72 GHE Electric Services Inc - 6290                                       | Electrical Supplies & Repairs          | Public Works                 | 15,163        | 5,335         | 12,075        | 425           | 8,622         | Local Vendor, Competitive Pricing    |
| 73 Home Depot - 1183 + 6211                                               | Miscellaneous supplies                 | Public Works                 | 14,976        | 15,633        | 18,007        | 17,880        | 18,108        | Local Vendor, Competitive Pricing    |
| 74 Chesapeake Ford Truck - 995                                            | Auto Parts                             | Public Works                 | 14,929        | 9,223         | 13,721        | 2,102         | New FY18      | Competitive Pricing & Value          |
| 75 Xerox - 292 (replacing COS)                                            | Copier Service & supplies              | All                          | 14,773        | 20,827        | 20,028        | 16,653        | 6,722         | Competitive Pricing & Value          |
| 76 Dr. Jack Leeb - 1766                                                   | Employment Assessments/Testing         | Police                       | 14,480        | 7,515         | 7,475         | 5,535         | 4,045         | Long-term relationship               |
| 77 Leonard Paper Company - 2276                                           | Paper towels & toilet tissue           | Public Works                 | 13,977        | 5,719         | 5,588         | 7,309         | 7,926         | Competitive Pricing & Value          |
| 78 Packer Norris Parts - 5770                                             | Vehicle Repair Auto Parts, direct from | Public Works                 | 13,532        | 14,354        | 8,315         | 9,395         | 6,749         | Competitive Pricing & Value          |
| 79 The Fibar Group LLC - 4233                                             | Engineered wood                        | Public Works                 | 13,438        | 2,236         | 0             | 0             | 0             | Competitive Pricing & Value          |
| 80 Rexel of America LLC                                                   | Parts                                  | Public Works                 | 13,044        | 12,992        | 10,240        | 5,138         | 1,220         | Competitive Pricing & Value          |
| 81 Microsoft - 6170                                                       | Email Service                          | IT                           | 12,741        | 10,894        | 10,289        | 9,812         | 9,830         | Competitive Pricing & Value          |
| 82 Grainger - 350                                                         | Filters, lights, tools, misc supplies  | Public Works                 | 12,692        | 7,925         | 7,618         | 3,711         | 5,100         | Local Vendor, Competitive Pricing    |
| 83 SiteOne Landscape Supply LLC - 415                                     | Landscape plants/supplies              | Public Works                 | 12,074        | 2,286         | 11,442        | 3,174         | 2,176         | Competitive Pricing & Value          |
| 84 Muncip - 3493                                                          | TIF Administrator                      | Fin & Admin                  | 11,700        | 17,463        | 8,206         | New FY19      | -             | Specialized Service                  |
| 85 CDW-G Computer Center Inc-153                                          | Computers                              | IT                           | 11,416        | 9,297         | 27,834        | 11,153        | 8,622         | Competitive Pricing & Value          |
| 86 Carquest Auto Parts-3101                                               | Auto Parts                             | Public Works                 | 11,303        | 7,575         | 3,604         | 1,896         | 2,460         | Competitive Pricing & Value          |
| 87 Nicholas P Pipino & Assoc - 982                                        | Audio Visual Maint Contract            | Admin                        | 11,228        | 6,374         | 4,945         | 143,484       | New FY18      | State Contract                       |

**City of Greenbelt, Maryland**

**Recommended Vendors for Negotiated Purchase - FY 2022**

| Vendor-Number |                                        | Commodity                             | Requesting Department | FY2021    | FY2020    | FY2019    | FY2018    | FY2017    | Justification for not Bidding     |
|---------------|----------------------------------------|---------------------------------------|-----------------------|-----------|-----------|-----------|-----------|-----------|-----------------------------------|
| 1             | Maryland State Retirement System       | 51280 Retirement and pension plans    | All                   | 2,054,492 | 1,857,509 | 1,785,878 | 1,682,060 | 1,590,937 | State Agency                      |
| 88            | Greenbelt Homes Inc - 363              | Museum Co-op fees & Playground        | Admin                 | 10,820    | 10,074    | 15,942    | 13,129    | 18,005    | Sole Provider                     |
| 89            | Galls Inc - 329                        | Uniforms and police equipment         | Police                | 10,683    | 18,229    | 16,083    | 8,274     | 9,143     | Sole Provider                     |
| 90            | Howard County - 2572                   | Redlight Camera                       | Police                | 10,485    | 9,515     | 10,718    | 10,254    | 10,302    | Specialized Service               |
| 91            | Quill - 3937                           | Office Supplies                       | Police                | 10,198    | 10,867    | 13,355    | 11,179    | 11,635    | Competitive Pricing & Value       |
| 92            | CTC Technology & Energy                | Oversee Small Cell Applications       | Admin                 | 10,000    | New FY21  | -         | -         | -         | Specialized Service               |
| 93            | Fovndry/Van Eperen                     | Communications Services               | Admin - PIO           | 10,000    | New FY21  | 0         | 0         | 0         | Sole Provider                     |
| 94            | Perconti Data Systems - 5396           | Utopia System Upgrade & Maint         | IT/Planning           | 9,995     | 9,995     | 14,495    | 13,495    | 5,995     | Sole Provider                     |
| 95            | Crovato Products & Svcs - 4009         | Auto maintenance                      | Public Works          | 9,917     | 11,615    | 9,763     | 18,171    | 24,248    | Local Vendor, Competitive Pricing |
| 96            | Bolton Partners Inc - 4789             | Post Retirement Medical               | Fin & Admin           | 9,880     | 2,000     | 9,500     | 0         | 9,500     | Actuarial Study every two years   |
| 97            | Roberts Oxygen - 784                   | Propane & Pool Chemicals              | PW & Rec              | 9,701     | 9,226     | 10,743    | 8,805     | 9,456     | Competitive Pricing & Value       |
| 98            | Greenbriar Community Assoc - 376       | Landscape Maintenance                 | Public Works          | 9,650     | 12,545    | 11,599    | 7,555     | 6,288     | Long-term relationship            |
| 99            | Kohler Equipment - 4683                | Tools & Parts                         | Public Works          | 8,759     | 9,151     | 9,878     | 8,771     | 6,086     | Local Vendor, Competitive Pricing |
| 100           | Fidelity Power Systems - 300           | Generator Inspection & Maint.         | Public Works          | 8,691     | 6,132     | 4,942     | 4,225     | 6,044     | Long-term relationship            |
| 101           | Washington Post - 7055                 | Employment Advertising                | HR                    | 8,365     | 5,290     | 10,030    | New FY19  | -         | Competitive Pricing & Value       |
| 102           | Epstein, Norman-1374                   | Psychological services                | CARES                 | 8,250     | 8,250     | 9,900     | 10,890    | 10,450    | Long-term relationship            |
| 103           | Silver Hill Cleaners - 149             | Uniform cleaning                      | Police                | 6,789     | 8,356     | 9,042     | 12,062    | 14,598    | Competitive Pricing & Value       |
| 104           | Bonkosky, Laura - 3010                 | Yoga Instructor                       | Recreation            | 6,754     | 14,546    | 14,431    | 8,720     | 9,190     | Local Vendor, Competitive Pricing |
| 105           | Mansfield Oil Co - 550                 | Diesel Fuel                           | Public Works          | 6,713     | 33,250    | 47,532    | 43,854    | 37,254    | COG Contract                      |
| 106           | Spay Now - 6734                        | Veterinarian services                 | Animal Control        | 6,032     | 14,302    | 15,161    | 15,823    | 9,910     | Competitive Pricing & Value       |
| 107           | Trippe Sports & Promotions LLC - 4466  | Uniforms                              | All                   | 5,421     | 39,155    | 11,885    | 10,050    | 7,845     | Competitive Pricing & Value       |
| 108           | Dude Solutions Inc - 298               | Facility Dude                         | Public Works          | 5,162     | 3,055     | 30,775    | 2,639     | 2,771     | Competitive Pricing & Value       |
| 109           | Delta Telephone & Cabling - 5016       | Phone Maint & Licenses                | IT                    | 4,686     | 61,885    | 7,123     | 9,612     | 8,300     | Local Vendor, Competitive Pricing |
| 110           | Ennis-Flint - 980                      | Traffic signs/Crosswalks              | Public Works          | 4,631     | 12,118    | 11,862    | 2,307     | -         | Competitive Pricing & Value       |
| 111           | Raymar Plumbing Services-767           | Plumbing services                     | Public Works          | 3,932     | 13,190    | 27,506    | 31,002    | 15,244    | Local Vendor, Competitive Pricing |
| 112           | Assa Abloy Entrance Systems US Inc-840 | Door repairs                          | Public Works          | 3,860     | 3,400     | 9,860     | 5,807     | -         | Local Vendor, Competitive Pricing |
| 113           | Amato Industries - 3679                | Chlorine & Other Pool Chemicals       | Recreation            | 3,678     | 10,046    | 9,445     | 8,407     | 11,123    | MNCPPC Contract                   |
| 114           | Weyers Floor Service 976               | Wood floor re-surfacing & refinishing | Recreation            | 2,800     | 9,053     | 12,411    | 16,757    | 12,530    | Competitive Pricing & Value       |
| 115           | Eastern Salt Co - 2772                 | Road Salt                             | Public Works          | 2,383     | 12,370    | 14,400    | New FY19  | -         | Competitive Pricing & Value       |
| 116           | Gun Shop, The 899                      | Firearms training, ammunition         | Police                | 2,369     | 17,976    | 17,592    | 7,603     | 10,973    | State Contract                    |

**City of Greenbelt, Maryland**

**Recommended Vendors for Negotiated Purchase - FY 2022**

| <b>Vendor-Number</b>                              | <b>Commodity</b>                              | <b>Requesting Department</b> | <b>FY2021</b> | <b>FY2020</b> | <b>FY2019</b> | <b>FY2018</b> | <b>FY2017</b> | <b>Justification for not Bidding</b> |
|---------------------------------------------------|-----------------------------------------------|------------------------------|---------------|---------------|---------------|---------------|---------------|--------------------------------------|
| 1 Maryland State Retirement System                | 51280 Retirement and pension plans            | All                          | 2,054,492     | 1,857,509     | 1,785,878     | 1,682,060     | 1,590,937     | State Agency                         |
| 117 Overhead Door - 681                           | Bay Door Repairs                              | Public Works                 | 2,265         | 16,646        | 2,085         | 1,324         | 7,828         | Specialized Service                  |
| 118 Petsmart - 3339                               | Animal Food & Supplies                        | Animal Control               | 2,170         | 5,288         | 8,702         | 9,398         | 7,933         | Local Vendor, Competitive Pricing    |
| 119 Jams Lawn and Gardening Inc - 7938            | Landscape Maintenance                         | Public Works                 | 1,956         | New FY21      | -             | -             | -             | Selected by competitive process      |
| 120 Gametime - 1043                               | Playground Equipment                          | Public Works                 | 1,658         | 2,031         | 54,533        | 163,198       | 1,549         | Local Vendor, Competitive Pricing    |
| 121 Suburban Signs Inc - 856                      | City Vehicle decals & Installation            | PD, PW, PCD                  | 1,466         | 10,586        | 19,872        | 7,035         | 8,902         | Competitive Pricing & Value          |
| 122 Crowley Construction - 1221                   | Roof repairs                                  | Public Works                 | 913           | 163,095       | 15,717        | 30,690        | 9,438         | Local Vendor, Competitive Pricing    |
| 123 Shapiro & Duncan Mechanical Contractors -5526 | Pool Pac Service, HVAC-CC                     | Public Works                 | 835           | 0             | 26,655        | 50,868        | 289,381       | Competitive Pricing & Value          |
| 124 University of Maryland - 942, 4847            | Police Academy, Election tabulation           | Police & Admin               | 250           | 17,897        | 4,452         | 11,903        | 4,452         | Specialized Service                  |
| 125 Best, Best & Krieger - 137                    | Cable Issues & Franchise                      | Admin                        | 213           | 6,385         | 15,058        | 1,127         | 4,308         | Long-term relationship               |
| 126 Vermont systems - 956                         | Rec Trac Upgrade, Training, Maint             | IT                           | 0             | 7,194         | 13,968        | 16,562        | 6,353         | Specialized Service                  |
| 127 Bradley Site Design - 1918                    | Design & Signage for Gateway and Bud Planning |                              | 0             | 0             | 1,000         | 8,004         | 20,904        | Long-term relationship               |
| 128 NAA, Inc. - 3905                              | Remediation of CC Windows                     | Planning                     | 0             | 0             | New FY20      | -             | -             | Selected by competitive process      |
| 129 AXON - 620                                    | Body Cameras                                  | Police                       | 0             | 5,850         | 64,624        | 66,499        | New FY18      | Specialized Service                  |
| 130 Community College of Baltimore County - 2106  | Police academy                                | Police                       | 0             | 10,443        | 0             | 2,020         | 3,528         | Specialized Service                  |
| 131 Complus Data Innovations - 4299               | Parking ticket collection services            | Police                       | 0             | 6,979         | 14,133        | 14,434        | 21,569        | Competitive Pricing & Value          |
| 132 Cunningham Assoc-6786 (was West Rec-3787)     | Playground Wood Fiber/Mulch                   | Public Works                 | 0             | 22,250        | 24,105        | 21,906        | 39,629        | Local Vendor, Competitive Pricing    |
| 133 Innovative Pyrotechnic Concepts - 6595        | Fireworks                                     | Public Works                 | 0             | 14,175        | 13,825        | 13,250        | 12,800        | Specialized Service                  |
| 134 Intercon Truck Equipment - 6331               | Truck Equipment                               | Public Works                 | 0             | 0             | 13,524        | 11,167        | -             | Competitive Pricing & Value          |
| 135 Doloff Printing - 259                         | Newsletters & Seasonal Brochures              | Recreation                   | 0             | 8,264         | 10,783        | 10,655        | 21,774        | Competitive Pricing & Value          |
| 136 O'Brien Bus Service Inc - 672                 | Bus service for camps- shorter trips          | Recreation                   | 0             | 16,975        | 14,350        | 14,425        | 15,850        | Competitive Pricing & Value          |

## City Council Agenda Item Report

Meeting Date: August 9, 2021

Submitted by: Bonita Anderson

Submitting Department: Greenbelt Police

Item Type: LEGISLATION

Agenda Section: LEGISLATION

---

### **Subject:**

Resolution to Authorize the Negotiated Purchase of Replacement Interview Room Recording Equipment

- 2nd Reading, Adoption

### **Suggested Action:**

Reference:

Resolution

Price Quote

The Police Department is seeking to replace interview room recording equipment for the two police interview rooms because the current equipment is over fifteen years.

Police staff have researched and have identified the Axon Interview Room recording solution as the most suitable replacement, as it is integrated in with the Department's current body-worn camera program and digital evidence management system.

Axon Enterprise, Inc. of Scottsdale, Arizona is the sole-source provider of the solution and has submitted a price quote in the amount of \$50,818.00 for a five-year service contract.

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

### **Attachments:**

[Interview Room Replacement Resolution.pdf](#)

[Greenbelt PD Interview Room.pdf](#)



Introduced: Ms. Davis  
1st Reading:  
Passed:  
Posted:  
Effective:

RESOLUTION NUMBER XXXX

A RESOLUTION TO AUTHORIZE THE NEGOTIATED PURCHASE OF REPLACEMENT  
INTERVIEW ROOM RECORDING EQUIPMENT

WHEREAS, the Police Department is seeking to replace interview room recording equipment for the two police interview rooms because the current equipment is over fifteen years old and in need of replacement; and

WHEREAS, Police staff have researched and have identified the Axon Interview Room recording solution as the most suitable replacement, as it is integrated in with the Department's current body-worn camera program and digital evidence management system; and

WHEREAS, Axon Enterprise, Inc. of Scottsdale, Arizona is the sole-source provider of the solution and has submitted a price quote in the amount of \$50,818.00 for a five-year service contract; and

WHEREAS, the FY 2022 budget includes \$25,600.00, for the first-year cost of the contract for the interview room recording solution; NOW, THEREFORE

BE IT RESOLVED by the Council of the City of Greenbelt, Maryland that the City Manager be authorized to negotiate the purchase of interview room recording equipment from Axon of Scottsdale, Arizona at a cost of \$50,818.00.

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of July 12, 2021.

\_\_\_\_\_  
Colin A. Byrd  
Mayor

ATTEST:

\_\_\_\_\_  
Bonita Anderson, City Clerk



# AXON

**Greenbelt Police Dept. - MD**

**AXON SALES REPRESENTATIVE**

Raleigh Edwards

4809052067

redwards@axon.com

**ISSUED**

6/24/2021



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**Q-274739-44371.637RE**

Issued: 06/24/2021



**Quote Expiration: 07/02/2021**

**Account Number: 108106**

Payment Terms: Net 30  
Delivery Method: Fedex - Ground

**SALES REPRESENTATIVE**

Raleigh Edwards  
Phone: 4809052067  
Email: redwards@axon.com  
Fax:

**PRIMARY CONTACT**

Scott Kaiser  
Phone: (240) 542-2136  
Email: skaiser@greenbeltmd.gov

**SHIP TO**

Scott Kaiser  
Greenbelt Police Dept. - MD  
550 CRESCENT ROAD  
Greenbelt, MD 20770  
US

**BILL TO**

Greenbelt Police Dept. - MD  
550 CRESCENT ROAD  
Greenbelt, MD 20770  
US

**Year 1**

| Item                             | Description                                                  | Term (Months) | Quantity | List Unit Price | Net Unit Price     | Total (USD) |
|----------------------------------|--------------------------------------------------------------|---------------|----------|-----------------|--------------------|-------------|
| <b>Axon Plans &amp; Packages</b> |                                                              |               |          |                 |                    |             |
| 50071                            | AXON STREAMING SERVER LICENSE (PER SERVER)                   |               | 2        | 1,750.00        | 1,750.00           | 3,500.00    |
| 50070                            | AXON CLIENT SOFTWARE (EACH CLIENT AND TOUCH PANEL)           |               | 1        | 1,500.00        | 1,500.00           | 1,500.00    |
| 50055                            | INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT | 12            | 4        | 1,188.00        | 440.00             | 1,760.00    |
| <b>Hardware</b>                  |                                                              |               |          |                 |                    |             |
| 50298                            | AXIS P3245-LV NETWORK CAMERA                                 |               | 4        | 796.00          | 796.00             | 3,184.00    |
| 50118                            | LOUROE MICROPHONE                                            |               | 4        | 196.50          | 196.50             | 786.00      |
| 50294                            | LITE SERVER                                                  |               | 2        | 1,950.00        | 1,950.00           | 3,900.00    |
| 74062                            | INTERVIEW ROOM 5 YR EXTENDED WARRANTY                        |               | 4        | 1,297.00        | 1,297.00           | 5,188.00    |
| <b>Services</b>                  |                                                              |               |          |                 |                    |             |
| 85170                            | INTERVIEW ROOM, INSTALL AND SETUP                            |               | 2        | 2,500.00        | 2,500.00           | 5,000.00    |
|                                  |                                                              |               |          |                 | Subtotal           | 24,818.00   |
|                                  |                                                              |               |          |                 | Estimated Shipping | 0.00        |
|                                  |                                                              |               |          |                 | Estimated Tax      | 0.00        |
|                                  |                                                              |               |          |                 | Total              | 24,818.00   |

## Year 2

| Item                  | Description                                                  | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------|--------------------------------------------------------------|---------------|----------|-----------------|----------------|-------------|
| Axon Plans & Packages |                                                              |               |          |                 |                |             |
| 50056                 | INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT | 12            | 4        | 1,188.00        | 1,188.00       | 4,752.00    |
| 50072                 | AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT    | 12            | 2        | 350.00          | 350.00         | 700.00      |
| 50074                 | AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT              | 12            | 1        | 300.00          | 1,048.00       | 1,048.00    |
|                       |                                                              |               |          |                 | Subtotal       | 6,500.00    |
|                       |                                                              |               |          |                 | Estimated Tax  | 0.00        |
|                       |                                                              |               |          |                 | Total          | 6,500.00    |

## Year 3

| Item                  | Description                                                  | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------|--------------------------------------------------------------|---------------|----------|-----------------|----------------|-------------|
| Axon Plans & Packages |                                                              |               |          |                 |                |             |
| 50057                 | INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT | 12            | 4        | 1,188.00        | 1,188.00       | 4,752.00    |
| 50072                 | AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT    | 12            | 2        | 350.00          | 350.00         | 700.00      |
| 50074                 | AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT              | 12            | 1        | 300.00          | 1,048.00       | 1,048.00    |
|                       |                                                              |               |          |                 | Subtotal       | 6,500.00    |
|                       |                                                              |               |          |                 | Estimated Tax  | 0.00        |
|                       |                                                              |               |          |                 | Total          | 6,500.00    |

## Year 4

| Item                  | Description                                                  | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------|--------------------------------------------------------------|---------------|----------|-----------------|----------------|-------------|
| Axon Plans & Packages |                                                              |               |          |                 |                |             |
| 50058                 | INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT | 12            | 4        | 1,188.00        | 1,188.00       | 4,752.00    |
| 50072                 | AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT    | 12            | 2        | 350.00          | 350.00         | 700.00      |

## Year 4 (Continued)

| Item                                         | Description                                     | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------------------|-------------------------------------------------|---------------|----------|-----------------|----------------|-------------|
| <b>Axon Plans &amp; Packages (Continued)</b> |                                                 |               |          |                 |                |             |
| 50074                                        | AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT | 12            | 1        | 300.00          | 1,048.00       | 1,048.00    |
|                                              |                                                 |               |          |                 | Subtotal       | 6,500.00    |
|                                              |                                                 |               |          |                 | Estimated Tax  | 0.00        |
|                                              |                                                 |               |          |                 | Total          | 6,500.00    |

## Year 5

| Item                             | Description                                                  | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|--------------------------------------------------------------|---------------|----------|-----------------|----------------|-------------|
| <b>Axon Plans &amp; Packages</b> |                                                              |               |          |                 |                |             |
| 50059                            | INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT | 12            | 4        | 1,188.00        | 1,188.00       | 4,752.00    |
| 50072                            | AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT    | 12            | 2        | 350.00          | 350.00         | 700.00      |
| 50074                            | AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT              | 12            | 1        | 300.00          | 1,048.00       | 1,048.00    |
|                                  |                                                              |               |          |                 | Subtotal       | 6,500.00    |
|                                  |                                                              |               |          |                 | Estimated Tax  | 0.00        |
|                                  |                                                              |               |          |                 | Total          | 6,500.00    |

|                    |                  |
|--------------------|------------------|
| <b>Grand Total</b> | <b>50,818.00</b> |
|--------------------|------------------|

## Summary of Payments

| Payment            | Amount (USD)     |
|--------------------|------------------|
| Year 1             | 24,818.00        |
| Year 2             | 6,500.00         |
| Year 3             | 6,500.00         |
| Year 4             | 6,500.00         |
| Year 5             | 6,500.00         |
| <b>Grand Total</b> | <b>50,818.00</b> |

## STATEMENT OF WORK & CONFIGURATION DOCUMENT

### Axon Interview Recording Platform

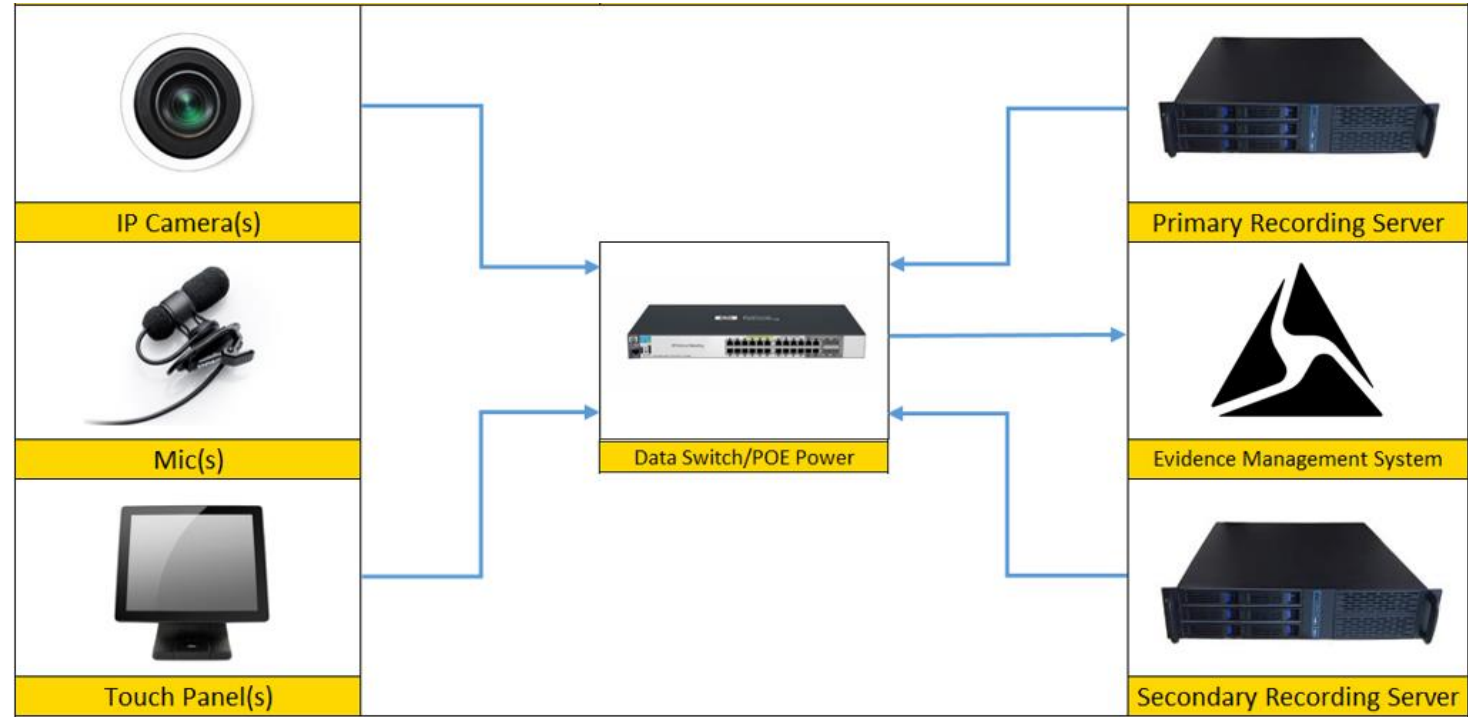
This document details a proposed system design

Agency Created For: Greenbelt Police Dept. - MD

|                             |                            |
|-----------------------------|----------------------------|
| <b>Sold By:</b>             | Raleigh Edwards            |
| <b>Designed By:</b>         | Ashlyn Frahm               |
| <b>Installed By:</b>        | Axon Professional Services |
| <b>Customer Contact:</b>    | Scott Kaiser               |
| <b>Target Install Date:</b> | 08/06/2021                 |

AXON INTERVIEW RECORDING PLATFORM

This image is intended to be a general visual of how Interview Room is configured. Please read through the SOW for configuration specific to this deal.



AXON-PROVIDED HARDWARE SUMMARY

The following section offers a broad summary of the Axon-provided hardware needed to configure this order. With the exception of server quantities, QUANTITIES DO NOT REFLECT CUSTOMER-PROVIDED ITEMS.

|                             |                                        |  |
|-----------------------------|----------------------------------------|--|
| Total Camera Configurations |                                        |  |
| 4                           | Camera(s)                              |  |
| 0                           | Covert Enclosure(s)                    |  |
| 4                           | Microphone(s)                          |  |
|                             | Injector(s)                            |  |
| Total Switches              |                                        |  |
| 1                           | POE Switch(es)                         |  |
| Total Servers               |                                        |  |
| 2                           | Server(s) (customer-provided included) |  |
| Total Touch Panels          |                                        |  |
| 2                           | Touch Panel(s) (virtual not included)  |  |
| 0                           | Wall Mount(s)                          |  |
| Total Camera Configurations |                                        |  |
| 0                           | I/O Box(es)                            |  |

|  | Locations | # Rooms |
|--|-----------|---------|
|  | HQ        | 2       |



# INTERVIEW ROOM OVERVIEW

The following sections detail the configuration of the Axon Interview recording system at all locations.

## Network Considerations

|                          |                                                                                                                                                                                                            |            |           |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|
| Network Requirements     | Each IP Camera will be connected to a POE switch that provides the device with power and network connectivity.                                                                                             |            |           |
|                          | Each Recording Server must be given a static IPv4 network address that is routable across the network.                                                                                                     |            |           |
|                          | Each IP Camera must be given a static IPv4 network address that is routable across the network.                                                                                                            |            |           |
|                          | Each touch panel/kiosk must be given a static IPv4 network address that is routable across the network.                                                                                                    |            |           |
| Network Addressing       | Network Device                                                                                                                                                                                             | Static IPs | Total IPs |
|                          | Qty of IP Cameras                                                                                                                                                                                          | 4          | 8         |
|                          | Qty of Touch Panels                                                                                                                                                                                        | 2          |           |
|                          | Qty of Recording Servers                                                                                                                                                                                   | 2          |           |
| Data Switch Provisioning | This install will require POE data switches at each location.                                                                                                                                              |            |           |
| Virtual Kiosks           | 1 workstations will require virtual kiosk software to be installed.                                                                                                                                        |            |           |
| Customer Provided Items  | Customer to provide all device IP addresses<br>Customer to also provide: <ul style="list-style-type: none"><li>• Subnet Mask</li><li>• Gateway IP</li><li>• DNS/WINS IP</li><li>• Time Server IP</li></ul> |            |           |
|                          | Customer IT staff will configure all switches with proper network configuration.                                                                                                                           |            |           |

## Metadata Tags

|                                |                                                                                                                                                                                                                                                                                                                        |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Metadata Tagging</b>        | The system will collect metadata information prior to, and after, the interview recording process (i.e. Interviewer Name, Interviewee Name, Case Number).                                                                                                                                                              |
| <b>Metadata Tags</b>           | Information collected prior to recording: <ul style="list-style-type: none"> <li>• Interviewee first and last name</li> <li>• Case number</li> <li>• Case type</li> <li>• Interviewee type</li> </ul><br>Information collected post recording: <ul style="list-style-type: none"> <li>• Interviewer name(s)</li> </ul> |
| <b>Customer Provided Items</b> | Customer to provide preferred metadata fields.                                                                                                                                                                                                                                                                         |
| <b>Axon Provided Items</b>     | Axon to facilitate the creation of metadata fields.                                                                                                                                                                                                                                                                    |

# NETWORK CONFIGURATION DETAILS

The following section offers a broad summary of the Axon-provided hardware needed to configure this order.

## Network Configuration Details

|                            |                                                                                                                                                                                                                                                                                                                        |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Evidence Management System | Evidence.com                                                                                                                                                                                                                                                                                                           |
| Application Features       | <p>Network Applications:</p> <ul style="list-style-type: none"><li>• Remote monitoring application</li></ul> <p>Evidence.com Application Features:</p> <ul style="list-style-type: none"><li>• Secure Cloud Storage</li><li>• Redaction</li><li>• Download/Sharing</li><li>• Audit Trail</li><li>• Reporting</li></ul> |

## Training

|                     |                                                                                                                                                                                                                                                                                                                                   |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Application Package | <p>This solution will include on-site application training covering:</p> <ul style="list-style-type: none"><li>• Touch panel overview</li><li>• Initiating interview wizard</li><li>• Entering metadata</li><li>• Controlling the interview process</li><li>• Closing an interview</li><li>• Evidence.com functionality</li></ul> |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## Additional General Deal Notes

|       |                                                                                                                                         |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Notes | <p>2 rooms, 2 cameras in each room<br/>Computer Activation<br/>Axon Install<br/>Servers provided by Axon<br/>POE provided by agency</p> |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------|

LOCATION DETAILS: HQ

The following sections detail the configuration of the Axon Interview recording system at HQ

|               |    |
|---------------|----|
| Location Name | HQ |
|---------------|----|

Cable Considerations

|                      |                                                                                                                                                                                                                                                      |                                                                                  |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Cabling Runs         | Axon Professional Services will install the networking cables using a Cat6e Cable.                                                                                                                                                                   |                                                                                  |
|                      | 9                                                                                                                                                                                                                                                    | cable runs are required for this installation.                                   |
|                      | 7                                                                                                                                                                                                                                                    | 110v power outlets are required for this installation (Customer Responsibility). |
| Cabling Requirements | <p>All Devices:<br/>Network cabling must be provided for the following devices:</p> <ul style="list-style-type: none"><li>• Axis IP Camera</li><li>• Server</li><li>• Touch Panel or PC running a virtual Touch Panel</li><li>• POE Switch</li></ul> |                                                                                  |

Servers, Switches, Touch Panels

|                              |                                           |           |   |
|------------------------------|-------------------------------------------|-----------|---|
| Servers                      | Axon Interview Lite Server                | Quantity: | 1 |
|                              | Axon Interview Lite Server                |           | 1 |
| Redundancy                   | This system includes recording redundancy |           |   |
| Data Switch/POE Power        | Customer will provide data switch         | Quantity: | 1 |
|                              |                                           |           |   |
| Touch Panels                 | Customer PC                               |           |   |
| Touch Panel Location         | No Touch Panel                            |           |   |
| Number of I/O Boxes Required | 0                                         |           |   |

Additional Location Notes

|       |                                                                                            |
|-------|--------------------------------------------------------------------------------------------|
| Notes | 2 rooms, all on 1st floor down one hall<br>Main office with computer activation 20 ft away |
|-------|--------------------------------------------------------------------------------------------|

# ROOM DETAILS: Interview Room 1

The following sections detail the configurations specific to INTERVIEW ROOM 1

|               |                  |
|---------------|------------------|
| Location Name | HQ               |
| Room Name     | Interview Room 1 |

## Camera Configuration

|                                       |                                                                                             |
|---------------------------------------|---------------------------------------------------------------------------------------------|
| Camera 1                              | Camera 1 will be a(n) : Axis P3245-LV Overt Dome Camera<br><br>Mic: Louroe Tamper Proof Mic |
| Camera 2                              | Camera 2 will be a(n) : Axis P3245-LV Overt Dome Camera<br><br>Mic: Louroe Tamper Proof Mic |
| Recording Activation                  | Recording will be triggered via IR Client                                                   |
| External Recording-In-Progress Visual | N/A                                                                                         |
| Wall Configuration                    | Cinder Block                                                                                |
| Ceiling Configuration                 | Standard Tile                                                                               |

## Additional Location Notes

|       |                                        |
|-------|----------------------------------------|
| Notes | Computer activation<br>2 Overt Cameras |
|-------|----------------------------------------|

# ROOM DETAILS: Interview Room 2

The following sections detail the configurations specific to INTERVIEW ROOM 2

|               |                  |
|---------------|------------------|
| Location Name | HQ               |
| Room Name     | Interview Room 2 |

## Camera Configuration

|                                       |                                                                                             |
|---------------------------------------|---------------------------------------------------------------------------------------------|
| Camera 1                              | Camera 1 will be a(n) : Axis P3245-LV Overt Dome Camera<br><br>Mic: Louroe Tamper Proof Mic |
| Camera 2                              | Camera 2 will be a(n) : Axis P3245-LV Overt Dome Camera<br><br>Mic: Louroe Tamper Proof Mic |
| Recording Activation                  | Recording will be triggered via IR Client                                                   |
| External Recording-In-Progress Visual | N/A                                                                                         |
| Wall Configuration                    | Cinder Block                                                                                |
| Ceiling Configuration                 | Standard Tile                                                                               |

## Additional Location Notes

|       |                                        |
|-------|----------------------------------------|
| Notes | Computer activation<br>2 Overt Cameras |
|-------|----------------------------------------|

## **Axon International, Inc's Sales Terms and Conditions for Direct Sales to End User Purchasers**

This Statement of Work is bound to the applicable signed quote. Upon confirmation of the installation dates, to be confirmed in writing, the agency will give no less than a 2-week advanced notice of cancellation or change from the date of the scheduled installation. In the event the Agency cancels 2 weeks or less from the date of the scheduled installation, the agency will be responsible for all travel booked, and resource costs associated with the cancelled installation. Rescheduling of the installation will be at the discretion of Axon Professional Services based on available dates within the installation schedule calendar.

Changes to the scope of this SOW must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)) and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

|                     |       |        |       |
|---------------------|-------|--------|-------|
| Signature:          | _____ | Date:  | _____ |
| Name (Print):       | _____ | Title: | _____ |
| PO# (Or write N/A): | _____ |        |       |

Please sign and email to Raleigh Edwards at [redwards@axon.com](mailto:redwards@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

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### \*\*\*Axon Internal Use Only\*\*\*

|           |          |                  |
|-----------|----------|------------------|
|           |          | SFDC Contract #: |
|           |          | Order Type:      |
|           |          | RMA #:           |
|           |          | Address Used:    |
|           |          | SO #:            |
| Review 1  | Review 2 |                  |
| Comments: |          |                  |

## City Council Agenda Item Report

Meeting Date: August 9, 2021

Submitted by: Bonita Anderson

Submitting Department: Greenbelt Police

Item Type: LEGISLATION

Agenda Section: LEGISLATION

---

### **Subject:**

Resolution to Authorize the Negotiated Purchase of Replacement Radio and Telephone Recording Equipment  
- 2nd Reading, Adoption

### **Suggested Action:**

Reference:

Resolution

Price Quote

The Police Department is seeking to replace the digital media recorder for police radio and telephone systems because the current recorder is eleven years old and in need of replacement.

The Police and I.T. staff have researched and have identified the NICE Recorder as the most suitable system. Applied Digital Solutions, Inc. of Louisville, Kentucky has submitted a price quote for the NICE Recorder and service in the amount of \$18,500.20. The FY 2022 budget includes \$18,600.00, for the purchase of the replacement recorder.

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

### **Attachments:**

[Recorder Replacement Resolution.pdf](#)

[Greenbelt PD NICE Inf Essnt Quote 10212020.pdf](#)



Introduced: Mr. Jordan  
1st Reading:  
Passed:  
Posted:  
Effective:

RESOLUTION NUMBER XXXX

A RESOLUTION TO AUTHORIZE THE NEGOTIATED PURCHASE OF REPLACEMENT  
RADIO AND TELEPHONE RECORDING EQUIPMENT FOR THE POLICE DEPARTMENT

WHEREAS, the Police Department is seeking to replace the digital media recorder for police radio and telephone systems because the current recorder is eleven years old and in need of replacement; and

WHEREAS, Police and I.T. staff have researched and have identified the NICE Recorder as the most suitable system; and

WHEREAS, three companies provided price quotes for the NICE Recorder; and

WHEREAS, Applied Digital Solutions, Inc. of Louisville, Kentucky has submitted a price quote for the NICE Recorder and service in the amount of \$18,500.20; and

WHEREAS, the FY 2022 budget includes \$18,600.00, for the purchase of the replacement recorder; NOW, THEREFORE

BE IT RESOLVED by the Council of the City of Greenbelt, Maryland that the City Manager be authorized to negotiate the purchase of the NICE Recorder and services from Applied Digital Solutions, Inc. of Louisville, Kentucky at a cost of \$18,500.20.

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of July 12, 2021.

\_\_\_\_\_  
Colin A. Byrd,  
Mayor

ATTEST:

\_\_\_\_\_  
Bonita Anderson, City Clerk



## Applied Digital Solutions Inc.

### QUOTE

|          |              |
|----------|--------------|
| Quote #: | AAAQ1257     |
| Date:    | Oct 21, 2020 |
| Expires: | Jan 29, 2021 |

#### Prepared For:

Gordon Pracht  
Greenbelt Police Department  
550 Crescent Road  
Greenbelt, MD 20770  
(240) 542-2139

#### Prepared By:

Applied Digital Solutions Inc.  
210 Townepark Circle, Ste 100  
Louisville, KY 40243

502-253-0134

#### Scope of proposed solution:

11 channel (8 analog, 3 VoIP) NICE Recording with Inform Essential browser based public safety software.

Includes: Monitor, Reconstruction, Verify, and Redaction.

4U Chassis with Win Server 2016.

Two years of ADS software assurance.

Two years of ADS Alert secure remote monitoring diagnostics repair service. Two years of ADS standard maintenance services.

Installation and Training included.

| Qty                 | Description                                                                                                                                    | Ext. Price         |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>PRODUCT</b>      |                                                                                                                                                | <b>\$14,151.00</b> |
| 11                  | 1 Inform Essential audio recording channel license for Inform Essential.<br>Excludes CTD, telephony CDR, CTI and ANI/ALI                       |                    |
| 11                  | Inform Essential Audio Redaction                                                                                                               |                    |
| 1                   | MS SQL 2016 64 bit User Client Access License                                                                                                  |                    |
| 1                   | MS SQL 2016 64 bit Server Client Access License                                                                                                |                    |
| 1                   | MySQL Server license (Standard Edition)                                                                                                        |                    |
| 1                   | Recorder Server with 4U Chassis, Win Server 2016, Intel 8-Core Processor,<br>32GB RAM, RAID1 2x2TB Hot Swap hard drives, Hot Swap Redundant PS |                    |
| 1                   | Additional Internal Hard Drive, 1TB, Per Drive                                                                                                 |                    |
| 1                   | Analog/Digital/Trunk interface board. Short length PCI-e                                                                                       |                    |
| 1                   | 1000VA UPS Battery Backup & Surge Protector, Tower style                                                                                       |                    |
| 1                   | Amphenol Cable, 25 Pair, 25 FT                                                                                                                 |                    |
| 1                   | Rackmount Rail Kit, 4 Post                                                                                                                     |                    |
| 2                   | Software Assurance for 1 year in addition to Standard Maintenance.<br>Coverage includes Major Version software upgrades.                       |                    |
| <b>INSTALLATION</b> |                                                                                                                                                | <b>\$4,149.20</b>  |
| 1                   | Project Management, Installation, and Training                                                                                                 |                    |
| 2                   | FT 1 Year Extended Warranty                                                                                                                    |                    |

| Qty | Description                                                 | Ext. Price |
|-----|-------------------------------------------------------------|------------|
| 2   | ADS ALERT Secure Remote Monitoring, Diagnostics, and Repair |            |

Terms and Conditions:

1. Payment due upon receipt of invoice.  
50% invoiced upon receipt of purchase order,  
50% invoiced upon installation.
2. New installation include a 90 day labor and 1 year parts warranty.
3. Any applicable taxes will be added to final invoice.

|              |                    |
|--------------|--------------------|
| SubTotal     | \$18,300.20        |
| Tax          | \$0.00             |
| Shipping     | \$200.00           |
| <b>TOTAL</b> | <b>\$18,500.20</b> |

Mark Culbertson  
Mark.Culbertson@ADSRecorders.com  
cell: 502-727-1501

Accepted by:\_\_\_\_\_ Date:\_\_\_\_\_ PO:\_\_\_\_\_

## City Council Agenda Item Report

Meeting Date: August 9, 2021

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: LEGISLATION

Agenda Section: LEGISLATION

---

**Subject:**

Reparations Referendum Resolution

- 2nd Reading, Adoption

**Suggested Action:**

Reference: Resolution

Mayor Byrd requested this item added to the agenda.

Enclosed in Council packet is a resolution providing for a referendum to be held for the purpose of submitting to the voters of the City of Greenbelt the question of whether to establish a Greenbelt Commission to study and develop Local Reparations Proposals.

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

**Attachments:**

[Greenbelt Resolution -- Reparations Commission.pdf](#)

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

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE COUNCIL OF THE CITY OF GREENBELT, MARYLAND  
PROVIDING FOR A REFERENDUM TO BE HELD FOR THE PURPOSE OF SUBMITTING TO  
THE VOTERS OF THE CITY OF GREENBELT, MARYLAND, THE QUESTION OF WHETHER  
TO ESTABLISH A GREENBELT COMMISSION TO STUDY AND DEVELOP LOCAL  
REPARATIONS PROPOSALS

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WHEREAS, the City Council wishes to submit to the voters of the City of Greenbelt the question of whether to establish a Greenbelt commission to study and develop local reparations proposals.

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

The City Council of the City of Greenbelt:

1. Places a Referendum Question on the ballot of the 2021 City Election related to reparations.
2. The Referendum language for this question shall be as follows:

Do you vote yes or no to the following Referendum question:

The City Council of Greenbelt should establish a twenty-one (21) member Commission to review, discuss, and make recommendations related to local reparations for African American and Native American residents of Greenbelt.

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage.

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of \_\_\_\_\_, 2021.

---

Colin A. Byrd, Mayor

ATTEST:

Bonita Anderson, City Clerk

## City Council Agenda Item Report

Meeting Date: August 9, 2021

Submitted by: Greg Varda

Submitting Department: Recreation

Item Type: Board and Committee Reports

Agenda Section: OTHER BUSINESS

---

### **Subject:**

Recognition Group – Greenbelt Boys and Girls Club

### **Suggested Action:**

### **Reference:**

PRAB Report #22-1, Greenbelt Boys and Girls Club

Grant Application

It should be noted that the Greenbelt Boys and Girls Club was not able to meet the deadlines to have the application reviewed by the Grant Review Panel. As such, the Parks and Recreation Advisory Board reviewed the application and provided a recommendation for funding.

Council approval is sought. Greenbelt Boys and Girls Club President, Orin Howard will be present to answer questions.

### **Attachments:**

[PRAB Report- Greenbelt Boy and Girls Club 7-5-21.pdf](#)

[Greenbelt Boys and Girls Club Application FY22.pdf](#)

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

**Subject: Greenbelt Boys and Girls Club Operating Grant Application**

**Background:** The Greenbelt Boys and Girls Club submitted an Operating Grant Application for \$16,000. Upon receipt, PRAB discussed the application at its regular meeting on May 19, and responded with requests for updates, corrections, and clarifications. PRAB received the requested information on June 29, which was two weeks after the regular meeting on June 16, and two days before the start of the fiscal year for which the application was submitted. The application deadline was February 1, 2021 for full consideration for FY22 funding.

There has been a pattern of incomplete, inaccurate and/or late submissions by this recognition group over the past several years. While the group has a positive impact on the Greenbelt community and should be supported in broad terms, there is a clearly established process for requesting City support, and these recurring issues make it difficult to complete the grant review process in a way that fully considers the impacts of each group asking for support and allows for review of budget implications.

**Recommendation:** PRAB recommends approval with the following stipulations:

- \$15,000 should be the maximum amount approved, as this was the amount included in the Recreation budget based on previous requests and reimbursement history. Due to the late submission and the need for correction/clarity, there was no opportunity to update the budget request prior to FY22 budget approval.
- For consideration for FY23 funding, the group should be required to submit a complete, accurate and timely application for the grant review process. If there are issues with the application, Council should request an audit of the organization's financials and operations prior to reviewing the merits of the application—which is consistent with the grant policy. If the group adheres to the submission deadline, there is sufficient time to request this additional information and still fully evaluate the applications and determine impacts on the FY23 budget.

PRAB believes that the Greenbelt Boys and Girls Club has a positive impact on Greenbelt. The primary concern is that the City, the Recreation Department, PRAB, the grant review panel and the applicant are intended to function as partners in improving the lives of Greenbelters, and part of a partnership is working collaboratively. When the group has a history of submitting inaccurate and late applications and is less than responsive to feedback, this brings up concerns as to whether they are the best recipients of City funding and support.

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



CITY OF GREENBELT  
**OPERATING GRANT APPLICATION**  
 Fiscal Year 2022

**A. GENERAL INFORMATION**

1. Name of organization: Greenbelt Boys and Girls club
2. Website: www.greenbeltbgc.org
3. Contact person: Name Orin Howard Position President  
 Telephone \_\_\_\_\_ E-mail \_\_\_\_\_
4. Organization's mailing address (not a City of Greenbelt facility):  
PO Box 480 Greenbelt MD 20770

5. What is the mission of this organization? Whom do you intend to serve?

The mission is to provide quality athletic programs that contribute to the positive building of character, personality, and the overall development of our city youth. We look to instill guidance, discipline, and leadership skills through participation in the various sports programs and activities provided by our club.

6. Please indicate the amount of your request here 16,000 and briefly summarize the intended use of these funds below. Please be as specific as possible.

The club is looking forward to providing safe quality opportunities for our community. In addition to the club providing all equipment for our major sports, the club will adjust to the new health and safety protocols necessary as a result of the pandemic. The club will have add additional cleaning supplies, protection, and any safety items. The club also will have to brand the organization

7. City of Greenbelt funding status. Please check one. (If none of these apply to your organization, your group is not eligible to apply for an operating grant at this time.) The applicant organization is currently:

- ☒ a Council-approved Greenbelt Recognition Group receiving in-kind support only; the organization previously received Recognition Group funding in FY 2019 or FY 2020
- ☐ a Council-approved Greenbelt Recognition Group that received an FY21 project grant
- ☐ a Council-approved Greenbelt Recognition Group that received an FY21 operating grant

8. Non-profit status. Please check all that apply. (If none of these apply to your organization, your group is not eligible to apply for an operating grant at this time.) The applicant organization

☒ Is recognized by the Internal Revenue Service as a 501(C)3 not-for-profit organization

☐ Has applied to the Internal Revenue Service for 501(C)3 status

☐ Is affiliated with another organization which holds 501(C)3 status and serves as the fiscal sponsor for the applicant organization. Name of sponsoring organization:

9. Financial need. Please check all that apply.

☐ At the conclusion of FY20, the organization's checking/savings balance was at least 50% of the amount of the organization's total FY19 (pre-pandemic) operating expenses. *Restricted operating funds are included, restricted funds for capital projects are excluded.*

☐ At the conclusion of FY21, the organization's checking/savings balance is expected to be at least 50% of the amount of the organization's total FY19 (pre-pandemic) operating expenses. *Restricted operating funds are included; restricted funds for capital projects are excluded*

☐ The organization is projecting a revenue surplus for FY21.

☒ The organization is projecting a revenue surplus for FY22.

If any of the above apply to your organization, please explain your need for City of Greenbelt funding in the amount requested for FY22. *Total grant requests typically exceed the amount of funds available through this program; along with merit, the Grant Review Panel will also consider financial need in preparing their funding recommendations.*

We expect that our surplus will be nominal. Our history dictates that we have added a surplus of less than \$1500 yearly. The club historically keeps a balance of \$10,000 annually. Given the program shut down, our inability to utilize city funding and return dues to members. This has left the club with less than \$3000.

**B. COMMUNITY MEMBERS SERVED (benefit to the community)**

1. How many people actively participate in your organization's primary, sponsored activities (live and online)? Include projections and estimates as needed. *Sports programs include registered players only. Performing arts programs: include performers/production teams only. Festivals: include featured artists/performers and individuals or organizations with a booth, table, activity or parade unit. This does not include volunteers or staff.*

July 2019-June 2020 380 July 2020-June 2021 20 July 2021-June 2022 (Projected) 350

Current year: % Greenbelt residents/organizations 80 % Non-residents/organizations 20

% ages 12 and under 70 % 13-17 yrs. 30 % 18-59 yrs. 0 % 60+ yrs. 0

2. How many additional people participate in your organization's live and online activities as audience members, spectators and attendees? This does not include volunteers or staff.

July 2019-June 2020 10k July 2020-June 2021 100 July 2021-June 2022 (Projected) 10k

Current year: % Greenbelt residents 60 % Non-residents 40

% ages 12 and under 30 % 13-17 yrs. 30 % 18-59 yrs. 30 % 60+ yrs. 10

**C. KEY PERSONNEL (organizational effectiveness)**

1. Governance. Please list your current Board of Directors (if applicable) and the officers of your organization. Please specify the term of their offices and whether or not they are Greenbelt residents.

| Name              | Greenbelt resident<br>(yes/no) | Position     | Term length |
|-------------------|--------------------------------|--------------|-------------|
| Orin Howard       | yes                            | President    | 2 years     |
| Louis Saint-Felix | yes                            | Treasurer    | 2 years     |
| Tonya Thomas      | no                             | Board member | 2 years     |
| Darius Thomas     | no                             | Board member | 2 years     |
| Michelle Bracy    | yes                            | Board member | 2 years     |
| Anitra Byers      | yes                            | Board member | 2 years     |
| Chelsea Young     | yes                            | Board member | 2 years     |
| James Johnson     | yes                            | Board member | 2 years     |
| Tatijana Dale     | No                             | Board member | 2 years     |
| David Rodriguez   | No                             | Board member | 2 years     |
|                   |                                |              |             |
|                   |                                |              |             |

How does your organization select Board members and/or officers?

All board members are elected at an annual meeting. Officers, coaches, and volunteers are recommended by the commissioner and validated through background checks and classes.

Is your organization's leadership representative of the population which you intend to serve?  
Please comment.

The majority of members are African American, greenbelt residents, and school age. Our board is reflective of the majority of its membership. Our members reside in various parts of the Greenbelt community. Many of our board members have family that are members

**2. Paid personnel. Please provide information for the current fiscal year.**

**Employees**

| Position | # of employees | # hours per person per week | Description of duties<br><i>If positions are seasonal, please indicate months of service.</i> |
|----------|----------------|-----------------------------|-----------------------------------------------------------------------------------------------|
| n/a      |                |                             |                                                                                               |
|          |                |                             |                                                                                               |
|          |                |                             |                                                                                               |
|          |                |                             |                                                                                               |
|          |                |                             |                                                                                               |

**Independent contractors and consultants**

| Role             | # of contractors<br><i>Individuals or companies</i> |
|------------------|-----------------------------------------------------|
| Jimi Kolwale-CPA | 1                                                   |
|                  |                                                     |
|                  |                                                     |
|                  |                                                     |
|                  |                                                     |

3. City staff disclosure. If any of your Board members or key staff persons are City of Greenbelt employees, please provide their name, Department and job title below.

n/a

#### 4. Volunteers

July 2019-June 2020 150 July 2020-June 2021 25 July 2021-June 2022 (projected) 200  
 Current year: % Greenbelt residents 80 % Non-residents 20  
 % ages 12 and under 2 % 13-17 yrs. 10 % 18-59 yrs. 60 % 60+ yrs. 28

Please describe the ways in which volunteers contribute to your organization.

All of our board members, Athletic Director, sports commissioners, coaches, team parents, field volunteers, and project committees are supported by volunteers.

BOARD MEMBERS, COACHES, COMMISSIONERS ALL MET IN  
 FY21 TO STAY UPDATED ON THE COVID-19  
 SITUATION.

- D. **NARRATIVE.** Please address all of the following points briefly in four pages or fewer. Attach your response as a PDF and attach it to your application email..

#### Benefit to the Community

1. **Organizational history and activities.** Provide a brief historical overview of your organization, including your date of founding and a general description of the organization's sponsored activities. Highlight your greatest achievements during the current and most recently completed years. If known, please comment also on any aspects of your program that are distinctive, creating opportunities that would otherwise be lacking in Greenbelt or the surrounding area. If your programs may appear to duplicate or compete with services currently provided by the City of Greenbelt or other Recognition Groups, please clarify the unique value of your activities. (Upon review of this application, staff may bring potential conflicts to your attention if they have not already been addressed.)

2. **Personal benefit.** How do direct participants and spectators personally benefit from your sponsored activities?
3. **Partnerships.** If applicable, please provide examples of how your organization has collaborated with other local groups and agencies on program development and/or promotions during the past and current fiscal years.
4. **Community benefit.** If applicable, please comment on how you believe your programs enhance the community at large. How do your activities contribute to the overall vitality of Greenbelt and the well-being of its citizens? How is your organization helping to make Greenbelt a better, healthier and happier place in which to live, work and play?

#### **Organizational Effectiveness**

5. **Marketing, outreach and evaluation.** Please describe the ways in which you communicate with current and prospective participants. How do you inform the community about your sponsored activities and encourage participation? How do you collect input and feedback?
6. **Challenges.** Please describe how the pandemic has affected your operations in FY20 and FY21, including financial and programmatic impacts. How has the organization responded to these challenges? If your organization is experiencing other significant long or short-term challenges as well, how are you addressing them?
7. **Goals.** What are your organization's goals and how are you working toward them?
8. **City support.** Please indicate what financial and in-kind support has been provided to your organization by the city during the current year, if applicable. How much funding is your organization requesting of the city for fiscal year 2022? How would these funds be used? Please be as specific as possible.

What in-kind support, if any, does your organization anticipate requesting from the city during the coming year?

Recognition Groups utilizing city facilities will be responsible for ensuring that the organization's staff, contractors, volunteers, participants and spectators comply with any public health screenings, protocols and waivers that the city may require. Compliance will be subject to inspection. Failure to comply with applicable procedures may result in the loss of facility use privileges and/or funding.

9. **Matching funds.** For every dollar awarded by the City of Greenbelt, an operating grant recipient must contribute one dollar from other sources toward their program and operating expenses. Funds raised from any other source count toward this match, as long as they are spent on program and operating expenses in the fiscal year for which the grant is awarded. Examples include: dues; registration fees; donations; sales of memberships, tickets or goods; and other grant income. Funds spent from the organization's savings can be counted toward the match. Loans, planned giving commitments and income channeled into investments or endowment funds would not count toward the match.

How does your organization plan to match your requested city funding in fiscal year 2021? If your organization experienced a deficit last fiscal year, or if your organization failed to match a

City of Greenbelt contribution/grant, please also explain the problem and how you are working to correct it this year.

*Reminder: as explained on page 4 of the Policy and Information Guide, a match certification statement will be required at the end of the current fiscal year if your group is now receiving city funding. Your success in meeting your FY20 match may affect your grant amount for FY21.*

- E. **FINANCIAL INFORMATION.** Please include below the funds which you are requesting from the city and the corresponding proposed expenditures. This is a cash budget; do not include any in-kind values.

| EXPENSES                          | Description | Actual Totals,<br>Last Fiscal Year<br>July 1, 2019 –<br>June 30, 2020 | Budget, Current<br>Fiscal Year<br>July 1, 2020 –<br>June 30, 2021 | Proposed, Next<br>Fiscal Year<br>July 1, 2021 –<br>June 30, 2022 |
|-----------------------------------|-------------|-----------------------------------------------------------------------|-------------------------------------------------------------------|------------------------------------------------------------------|
| a. Salaries and wages             |             | 0                                                                     | 0                                                                 | 0                                                                |
| b. Consultants' fees              |             | 2500                                                                  | 0                                                                 | 2500                                                             |
| c. Contractual personnel          |             | 0                                                                     | 0                                                                 | 0                                                                |
| d. Facility rental                |             | 600                                                                   | 0                                                                 | 1200                                                             |
| e. Dues, memberships, league fees |             | 15,000                                                                | 0                                                                 | 15000                                                            |
| f. Utilities                      |             | 0                                                                     | 0                                                                 | 0                                                                |
| g. Insurance                      |             | 500                                                                   | 0                                                                 | 500                                                              |
| h. Supplies and materials         |             | 2200                                                                  | 0                                                                 | 2200                                                             |
| i. Equipment purchases            |             | 14000                                                                 | 0                                                                 | 11000                                                            |
| j. Equipment rental               |             | 0                                                                     | 0                                                                 | 0                                                                |
| k. Marketing and outreach         |             | 1250                                                                  | 0                                                                 | 1400                                                             |
| l. Travel and lodging             |             | 0                                                                     | 0                                                                 | 0                                                                |
| m. Food/catering                  |             | 1000                                                                  | 0                                                                 | 3000                                                             |
| n. Awards                         |             | 2000                                                                  | 0                                                                 | 1000                                                             |
| o. Grants                         |             | 0                                                                     | 0                                                                 | 0                                                                |
| p. Payment of debt                |             | 0                                                                     | 0                                                                 | 0                                                                |
| q. Taxes                          |             | 5000                                                                  | 0                                                                 | 0                                                                |
| r. Other                          |             |                                                                       |                                                                   |                                                                  |
| s. Other                          |             |                                                                       |                                                                   |                                                                  |
| t. Other                          |             |                                                                       |                                                                   |                                                                  |
| <b>Total Expenses</b>             |             | <b>44,050</b>                                                         | <b>0</b>                                                          | <b>35100</b>                                                     |

| INCOME                                             | Description | Actual Totals,<br>Last Fiscal<br>Year<br>July 1, 2019 –<br>June 30, 2020 | Budget,<br>Current Fiscal<br>Year<br>July 1, 2020 –<br>June 30, 2021 | Proposed,<br>Next Fiscal<br>Year<br>July 1, 2021 –<br>June 30, 2022 |
|----------------------------------------------------|-------------|--------------------------------------------------------------------------|----------------------------------------------------------------------|---------------------------------------------------------------------|
| a. Sales of goods                                  | concessions | 5000                                                                     | 0                                                                    | 3000                                                                |
| b. Admissions                                      |             | 0                                                                        | 0                                                                    | 0                                                                   |
| c. Tuition                                         |             | 0                                                                        | 0                                                                    | 0                                                                   |
| d. Fees for<br>services rendered                   |             | 0                                                                        | 0                                                                    | 0                                                                   |
| e. Membership<br>dues, registration<br>fees        |             | 38000                                                                    | 0                                                                    | 17,000                                                              |
| f. Corporate<br>support                            |             | 1500                                                                     | 0                                                                    | 2000                                                                |
| g. Foundation<br>support                           |             | 0                                                                        | 0                                                                    | 0                                                                   |
| h. Individual<br>donations                         |             | 4000                                                                     | 0                                                                    | 4000                                                                |
| i. Loans*                                          |             | 0                                                                        | 0                                                                    | 0                                                                   |
| j. City of<br>Greenbelt support                    |             | 7242                                                                     | 0                                                                    | 16000                                                               |
| k. Other grants                                    |             | 0                                                                        | 0                                                                    | 0                                                                   |
| l. Organization's<br>savings or<br>interest income |             | 150                                                                      | 0                                                                    | 150                                                                 |
| m. Other                                           |             |                                                                          |                                                                      |                                                                     |
| n. Other                                           |             |                                                                          |                                                                      |                                                                     |
| o. Other                                           |             |                                                                          |                                                                      |                                                                     |
| Total Income                                       |             | 55,829                                                                   | 0                                                                    | 42,150                                                              |

- \* Borrowed funds are not counted toward the required match of your city grant request. Your budget must reflect income from other sources which at least equals the amount of your request.

If there is an increase or decrease of 25% or more in any individual expense or income line items from one year to the next, you will need to provide an explanation of these variances in section F, below and attach to your application email



**Financial Reserves**

| <b>Assets</b>                    | <b>Actual as of June 30, 2020<br/>(Last Fiscal Year)</b> | <b>Projected as of June 30,<br/>2021 (Current Fiscal Year)</b> |
|----------------------------------|----------------------------------------------------------|----------------------------------------------------------------|
| a. Checking/savings accounts*    | 3,020                                                    | 1,500                                                          |
| b. Restricted operating funds ** |                                                          |                                                                |
| c. Restricted capital funds**    |                                                          |                                                                |
| d. Investments                   |                                                          |                                                                |
| e. Endowment balance             |                                                          |                                                                |
| f. Planned giving commitments    |                                                          |                                                                |
| <b>Total Financial Reserves</b>  | 3,020                                                    | 1,500                                                          |

\*Unrestricted funds which the organization may spend at its discretion.

\*\* Cash on hand which can only be used for a specific purpose due to the terms of a gift, grant, or fundraising campaign. Please indicate the purpose of these funds here:

|  |
|--|
|  |
|--|

**Debt**

| <b>Creditor</b>   | <b>Loan purpose</b> | <b>Actual: monies owed<br/>as of<br/>June 30, 2020<br/>(Last Fiscal Year)</b> | <b>Projected: monies owed<br/>as of<br/>June 30, 2021<br/>(Current Fiscal Year)</b> |
|-------------------|---------------------|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| a.                |                     |                                                                               |                                                                                     |
| b.                |                     |                                                                               |                                                                                     |
| c.                |                     |                                                                               |                                                                                     |
| <b>Total Debt</b> |                     |                                                                               |                                                                                     |

## In-Kind Contributions Received

Please estimate dollar values.

| IN-KIND CONTRIBUTIONS                                      | Description          | Actual Totals,<br>Last Fiscal<br>Year<br>July 1, 2019 –<br>June 30, 2020 | Budget,<br>Current<br>Fiscal Year<br>July 1, 2020 –<br>June 30, 2021 | Proposed,<br>Next Fiscal<br>Year<br>July 1, 2021 –<br>June 30, 2022 |
|------------------------------------------------------------|----------------------|--------------------------------------------------------------------------|----------------------------------------------------------------------|---------------------------------------------------------------------|
| a. Pro-bono professional services (legal, accounting, etc) |                      | 0                                                                        | 0                                                                    | 0                                                                   |
| b. Other waived fees                                       | Greenbelt rec rental | 6500                                                                     | 0                                                                    | 6500                                                                |
| c. Donated equipment                                       |                      | 0                                                                        | 0                                                                    | 0                                                                   |
| d. Donated supplies and materials                          | administrative       | 800                                                                      | 0                                                                    | 1000                                                                |
| e. Donated travel and lodging costs                        | travel for youth     | 1500                                                                     | 0                                                                    | 1000                                                                |
| f. Donated space rental                                    | YC Storage           | 1700                                                                     | 1700                                                                 | 1700                                                                |
| g. Other                                                   | volunteers           | 50775                                                                    | 0                                                                    | 50775                                                               |
| Total In-Kind Contributions                                |                      | 61275                                                                    | 1700                                                                 | 60975                                                               |

## Reimbursements

Please provide a record of all receipts submitted to the Greenbelt Recreation Department for reimbursement during the most recently completed fiscal year in which you received funding. (If your organization is receiving funding for the first time this fiscal year, please record below all receipts submitted so far this fiscal year for reimbursement.) Receipts under \$100 for similar purposes, such as office supplies, can be combined on a single line without specifying a date.

Please check one:

- ☐ Our organization is receiving funding for the first time in the current fiscal year. We are summarizing our reimbursed expenses for the period of July 1, 2020 – present.
- ☒ Our organization received funding during the city's Fiscal Year 2020. We are summarizing our reimbursed expenses for the period of July 1, 2019 – June 30, 2020.
- ☐ Our organization is currently receiving in-kind services only. We last received funding during the city's Fiscal Year 2019. We are summarizing our reimbursed expenses for the period of July 1, 2018 – June 30, 2019.

| Date of expense | Description of reimbursed expense | Amount  |
|-----------------|-----------------------------------|---------|
| 9/26/19         | cheer rental space                | 725     |
| 10/10/19        | PGCBGC dues                       | 3000    |
| 2/10/20         | PGCBC dues                        | 3516 51 |
|                 |                                   |         |
|                 |                                   |         |
|                 |                                   |         |
|                 |                                   |         |
|                 |                                   |         |
|                 |                                   |         |
|                 |                                   |         |
|                 |                                   |         |

During Fiscal Year 2022, receipts presented to the Recreation Department for reimbursement should be accompanied by a brief note indicating the purpose of the expenditure. Expenses must relate clearly to the purposes specified in this application for which funding was sought and approved. The organization authorizes the following officer or officers (limit: two) to present receipts for reimbursement:

Name: Orin Howard Title: President

Name: Louis Saint-Felix Title: Treasurer

If applicable, please specify the organization's federal tax ID#

**F. ATTACHMENTS** – Please attach to your application email in PDF format.

1. **REQUIRED:** narrative addressing all 9 topics in section D, above. Limit: 4 pages. File name format: name\_of\_organization\_narrative\_FY22
2. **REQUIRED:** program calendars reflecting the organization's activities from the previous and current fiscal years, including upcoming events. As applicable, please indicate which activities will have taken place in Greenbelt or online. Please also indicate any planned activities that were postponed or cancelled due to the pandemic. Copies of existing marketing materials and/or summary lists are acceptable. Limit: 3 pages. File name format: name\_of\_organization\_programs\_FY22
3. **REQUIRED if applicable:** explanation of income and expense variations over 25%. See section E. File name format: name\_of\_organization\_variances\_FY22
4. **OPTIONAL:** letters of support – up to 3 pages. Comments from multiple people or organizations may be combined on a page. File name format: name\_of\_organization\_letter\_1\_FY22 (etc)
5. **OPTIONAL:** summary information about the credentials of key personnel, paid or unpaid. Limit: 1 page. File name format: name\_of\_organization\_bios\_FY22

In the interest of fairness and respect for our panelists' time, please observe all page limitations and refrain from submitting any materials not requested in this application. Extra pages and unsolicited materials will not be forwarded to the Grant Review Panel.

**G. ELECTRONIC SIGNATURE**

I, the undersigned, certify that the information contained in this application is true, complete, and accurate. I have been authorized to submit this application to the City of Greenbelt by the governing body of the applicant organization. By signing this application, I certify that the organization's leaders have read the Policy and Information Guide for Greenbelt Recognition Groups and have agreed to abide by the requirements stated therein.

Signature Orin Howard Date 3/6/21  
 Your role within the applicant organization: President

1. The Greenbelt Boys and Girls Club has been in operation for over 60 years. It was one of the first Boys and Girls club in the state of Maryland. The club provides the following activities for its youth ages 5-18: spring soccer, track and field, county basketball, intramural basketball, cheerleading, flag football, and tackle football. Several of our teams have made it to the championship in their division. Our cheerleading program is divided into two teams: competitive and sideline. Our travel team has 2 national championships. Our club has had several members move on to become high school, collegiate, and professional athletes.

The cheerleading program plans to expand its program to include younger participants (preschool) to engage in club activities. The club also plans to offer free workshops and training in absence of sports due to the pandemic.

The club maintains the equipment standard and certifies helmets annually. The club will be contracting for a certified CPR and AED instructor to improve safety.

2. The Boys and Girls club provides excellent opportunities to develop and nurture healthy relationships. For our athletes, they learn valuable lessons about life. They learn about community, teamwork, friendship, competition, and health. Our athletes have utilized this club to facilitate other opportunities. We have had several of our athletes proceed to the highest level of athletic sports in the country. We continue to foster athletes that get scholarships into college and become more well-rounded individuals. Our coaches also are the main highlight of the club. They provide mentorship to the youth in the community. In addition, they receive mentoring from other coaches. Several of our coaches have utilized this platform to pursue local high school coaching opportunities. Our coaches take pride in our youth. We cannot count the amount of support that occurs from our coaches. It is a common practice for coaching and mentoring to extend beyond the season.
3. The club has partnered with local retailers like DMV pizza, Silver Diner, Beltway Plaza and other retailers for fundraising. The club continues to partner with the Greenbelt Recreation Department to supplement programming, share equipment and space, participate in joint activities. The club continues expand partnerships. We are in the process of establishing a mentoring program with Greenbelt Police Department. We consider the club a viable part of the Greenbelt community. Local Vendors and community members can spectate and support. In addition, our club increases investment into the Greenbelt community financially during our activities. Many of the local members can have direct interaction and participate with the coaches and players. The club sports bring many other residents to the community which can contribute to increased business in the city.
4. Fitness, mentorship, and community are staples for our club. Our club continues to offer opportunities to youth of all skill levels. We also contribute to the community thru scholarships and community service. We are immensely proud of all the people involved in the club. We are

extremely proud to offer the lowest club fees in the county with the ongoing support from the City and the community.

5. We utilize a web-based application that supports the Prince Georges county web-based site for families to learn about our activities. We have targeted marketing in specific communities that give flyers for our events. We promote our activities at the local schools and partner with local coaches from our high schools. We offer surveys and hold focus group meetings for input.
6. The pandemic impacted all of us. For the club, it stopped all programming and has forced us to rethink and rebrand community sports. We rely on the county to compete with other clubs. We rely on the schools and fields to be available to utilize. Our club has not generated any income during the pandemic. As a result, we are financially challenged in ways that we have not experienced. In the last year, we have only been able to offer virtual cheerleading. We also will have to ensure that the community feels safe and keep our activities safe. This will create an additional financial burden for the club. We must be prepared. Our club will have to explore more activities that require less direct interaction. We will have to develop additional safety protocols. We will have to rebrand and market to get the community more active.
7. Our primary goal is to reestablish the club activities for the year. Create safety protocols to participate and view our activities. We plan to offer free training and workshops in place of canceled sporting events. We also will modify our equipment when appropriate to accommodate current health and safety practices and guidelines.
8. We will be requesting \$16,000 in funds for FY 22. We fully expect that our programming will return in the fall. With that expectation, the club will offer free workshops and training to our youth in the interim. The club will also utilize this money to upgrade equipment and health and safety practices. It is our intent to provide safe team sports. Our club will also plan to create more competitive opportunities. In the event health concerns return, our plan is to identify and offer more individual sports. The club will offer in-kind contributions in the fall and Spring. Our members pay an annual dues to support team sports. The funds will be used to establish greater confidence for community members to feel safe participating in youth sports. The club will market and ensure that the community has confidence in our approach to keep their children safe. The funds will be used to also support City and County rules and boundaries. It is important to note that the club was not able to receive any funding for FY21.
9. The club utilizes annual dues, grants, and donations to match city funding. The city support allows the club to offer the lowest dues in the county for our residents. This price point also allows our club to have more opportunities to engage more families. The club did not receive funding and therefore did not need to match previous funding.

## City Council Agenda Item Report

Meeting Date: August 9, 2021

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Greenbelt Police

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

---

**Subject:**

Police Department Collective Bargaining Agreement

**Suggested Action:**

Reference:

CBA Ratified by Fraternal Order of Police

Greenbelt CBA

CBA July 1, 2020 - June 30, 2021

Included in Council's packet is a contract to approve the City's Collective Bargaining Agreement with Fraternal Order of Police Lodge No. 32 (FOP). The agreement is the result of negotiations conducted over the last several months. The agreement has been ratified by the FOP and it is being submitted for Council consideration and approval.

If approved, the agreement will take effect July 1, 2021 and remain in effect for four (4) years. It provides for pay increase over four years including cost of living and merit adjustments. The proposed pay increase is based on a growth in city revenue and includes returning missed step increases. Many elements of the agreement lock in current practices regarding pay and benefit programs for the duration of the agreement.

Staff recommends the contract be approved.

**Attachments:**

[Greenbelt CBA](#)

[Greenbelt CBA Draft PJM and SMS 8-4-21.pdf](#)

**AGREEMENT  
BETWEEN  
  
THE CITY  
OF GREENBELT  
  
AND  
  
FRATERNAL ORDER OF  
POLICE LODGE NO. 32  
  
EFFECTIVE:  
July 1, 2021 – June 30, 2025**



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## **PREAMBLE**

This AGREEMENT, made this 30<sup>th</sup> day of June, 2021, between the City of Greenbelt, Maryland, hereinafter referred to as the "City," the Greenbelt Police Department, herein after referred to as the "Department" and the Fraternal Order of Police Lodge No. 32, ("FOP Lodge 32), hereinafter referred to, as the "Union" shall be effective as of July 1, 2021.

**WHEREAS**, the City, the Department and the Union, in consideration of the mutual covenants and promises herein contained, do hereby agree that the terms of the Agreement are as follows:

## **ARTICLE 1 - RECOGNITION AND UNIT DESCRIPTION**

### **Section 1.1 - Recognition.**

The City recognizes the Union as the exclusive representative of Employees, as defined in Section 1.2(a) of this Article, for the purpose of negotiating collectively with the City pursuant to Sec. 13-231 thru Sec.13-243 of the Greenbelt City Code, with respect to wages, hours, and other terms and conditions of employment.

### **Section 1.2 - Unit Description.**

The unit shall consist of all sworn probationary police and non-probationary police officers (hereinafter "Employees"), excluding captains, lieutenants, confidential, managerial and all other employees of the Department and the City.

### **Section 1.3 - Probationary Employees.**

- (a) All newly hired Employees covered by this agreement shall serve a probationary period as outlined in paragraphs (b) and (c). The City may, during such probationary period, in its sole discretion dismiss, layoff or transfer such Employees and no grievance shall be filed or claimed by such Employees or on behalf of any of them by the Union for or on account of any such action of the City during said period. Grievances may be filed by probationary Employees on issues other than those listed above.
- (b) Employees hired as Police Officer Candidates and who attend an officer training academy approved by the Maryland Police Training Commission shall serve a probationary period of 12 months from the date they are first employed by the Police Department as a Probationary Police Officer.
- (c) Employees hired into the Unit as Lateral/Experienced Police Officers, excluding former Greenbelt Officers rehired pursuant to past practices, shall enter service at a rank no higher than Police Officer commensurate with their experience level not to exceed Grade 10 and shall serve a probationary period between 6 and 12 months from the date they are first employed by the Police Department which shall be at the discretion of the City.

- (d) The Chief of Police shall have the right to extend the probationary period for any newly hired Employee at his discretion for a period not to exceed six (6) months or longer if such time is necessary to account for time lost due to required leave, so long as said extension does not exceed the actual amount of time lost due to required leave.

## **ARTICLE 2 - AUTHORIZED DUES AND SERVICE FEES DEDUCTIONS**

- (a) No Employee is required to join or not join the Union. The City agrees to deduct from the earnings of each Employee, who chooses to join the Union and who has properly authorized such deductions in writing by a proper authorization card duly executed, membership dues to be remitted to the Union as indicated below. The Union shall provide each Employee executing an authorization card a copy of such card clearly indicating that such authorization shall be irrevocable for the period of one year and shall be automatically renewable from year to year thereafter, unless written notice of termination by the Employee is given to the City at least 30 days prior to the anniversary date of the authorization.
- (b) Any Employee hired after February 12, 2007, who elects not to become a member of the Union or who terminates membership in the Union will be required to pay a service fee in lieu of Union dues as a condition of employment or continued employment. The amount of the service fee shall not exceed the amount of the then current Union dues. The service fee shall be used exclusively by the Union to defray the costs incurred by the Union in the negotiation, administration, and implementation of the terms of this Agreement, including the representation of Employees in the processing of grievances, in the defense of disciplinary actions, in the protection and improvement of merit system rights, in any and all of the proceedings and matters or other purposes lawfully permitted for which the Union has been certified as the Employee's exclusive representative. No portion of the service fee shall be used for political purposes.
- (c) The periodic dues or service fees deducted during any pay period from the pay of the Employees pursuant to this Article shall be remitted to the Union within fourteen calendar days following each payroll deduction. Payroll deductions for Union dues and service fees will begin on the first possible payroll following the receipt of the signed Authorization Cards by the City Office of Personnel but in no case, later than three weeks following that receipt.
- (d) The designation of dues deductions or service fees pursuant to this Article shall be made on a form supplied to the Employees by the Union, which has been approved by the City.
- (e) The amount of the dues or service fees deducted shall remain the same until the Union certifies in writing to the City, over the signature of an authorized officer of the Union, that such dues and/or service fees have been lawfully changed and what the new deduction will be each pay period. The City shall be notified in writing at least one month in advance of the effective date of such a change.

- (f) The Union shall indemnify and save the City harmless of any and all claims, grievances, actions, suits and other forms of liability or damages that arise out of or by reason of the collection and disposition of the dues and/or service fees deducted under this Article as soon as they have been remitted by the City to the Union.

### **ARTICLE 3 - RIGHTS OF EMPLOYEES/UNION REPRESENTATIVES**

#### **Section 3.1 - Selection of Grievance Representatives.**

The Union shall have the right to designate four (4) Employees as grievance representatives. They shall be selected in any lawful manner determined by the Union from among those actively employed by the City. The Union shall furnish the Chief of Police with a roster of local officers and grievance representatives and the Union shall promptly inform the Chief of Police in writing of any changes regarding these Union representatives.

#### **Section 3.2 - Non-Discrimination.**

The City and the Union shall not discriminate against any Employee because of race, sex, creed, religion, color, age, national origin, physical or mental handicap, occupation, marital status, political opinion, sexual orientation, personal appearance, or his membership or non-membership in the Union as it relates to the enforcement and administration of this Agreement.

#### **Section 3.3 - Individual Representation**

Notwithstanding any other provision in this Agreement, an individual Employee may present a grievance at any time to the City without the intervention of the Union, provided that the Union is advised in advance of said grievance and is notified of the specific disposition of the matter, and provided further that any adjustment made shall not be inconsistent with the terms of this Agreement.

#### **Section 3.4 - Union Visitation.**

With permission of the Chief or his/her designee, representatives of the Union, which may include attorneys retained by the Union shall have reasonable access to the City premises for the purpose of conferring with grievance representatives regarding a step meeting in the grievance procedure. Such permission shall not be unreasonably withheld by the City.

#### **Section 3.5 - Union Representation.**

- (a) After giving five (5) calendar days' notice to the Chief of Police or his designee, one Union designated grievance representative shall be granted reasonable time off during working hours with pay when he is engaged in presenting a grievance under Steps 1-3 of Article 17 of this Agreement where it will not interfere with the operations of the Department.

- (b) Two Employees who are Grievance Representatives including Union President, shall be permitted to attend ERB hearings on a paid basis if held during their regular work hours.
- (c) The City reserves the right, at its option and after five days' notice to the Union, to schedule grievances during non-working hours.

### **Section 3.6 - General Order Review Committee.**

The Union shall have the right to designate one Employee to serve as its representative to and attend meetings of the General Order Review Committee. Any new or revised General Order that is not reviewed by the General Orders Review Committee prior to its effective date shall be provided to the Union President or his designee, who shall have the same time as a Division Commander to respond prior to the effective date of the General Order.

### **Section 3.7 - Use of Bulletin Boards Inter-Office Mail and Electronic Mail.**

- (a) The City agrees to provide bulletin boards to the Union for the purpose of allowing the Union to inform its membership of Union business. The bulletin board locations shall be in the Patrol Squad Room and Department Mail room.
- (b) Material posted by the Union shall not violate criteria generally applicable to the posting of notices on City property. The Union agrees to provide copies of all notices being posted to the Chief of Police or his designee prior to the posting.
- (c) The Union shall continue to have use of the Departmental inter-office mail system as well as electronic mail (e mail) and voice mail for bargaining unit wide distribution of Union materials for the purpose of allowing the Union to inform its membership of Union business. However, Departmental clerical staff shall not be used to place Union material in individual mailboxes. The content of communications sent by the Union via e mail and voice mail shall not violate criteria generally applicable to the posting of notices on City property. The Union agrees to provide copies of all e mail and voice mail to the Chief of Police or his designee at the time of distribution.

### **Section 3.8 - Union Orientations/Briefings.**

- (a) With prior approval of the appropriate Division Commander or designee, the Union will be permitted to make presentations, of reasonable length, to departmental personnel.
- (b) During an Employee's orientation, the City Office of Human Resources will distribute information to the Employee related to Article 2 - Authorized Dues and Service Fees Deductions of this Agreement.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

- (a) The City shall retain the exclusive right and authority, at its discretion, to maintain the order and efficiency of the public service entrusted to it, and to operate and manage the

affairs of the City and the Department in all aspects including, that provided by State law, City Charter, City Code, except where abridged by an express provision of this Agreement.

- (b) The Union recognizes that the following rights, which are in no way wholly inclusive, belong to the City exclusively except where abridged by an express provision of this Agreement:
1. To determine the budget of the City and the Department, including all financial obligations and expenditures and to exercise its taxing authority;
  2. To determine the ways and means to allocate funds to its various departments and projects;
  3. To establish methods and procedures for fulfilling its mission;
  4. To determine how and when to deploy its personnel;
  5. To establish, suspend, relocate or discontinue operations, facilities, stations, and services and to furlough and reduce personnel;
  6. To adopt reasonable rules, regulations and General Orders pertaining to the Department's purpose, operation, techniques, efficiency and management which are not inconsistent with the terms of this Agreement, provided that during negotiations for a collective bargaining agreement, the Union and the City shall have the right to discuss and agree upon rules, regulations and General Orders.
  7. To determine the way personnel will be used to effectuate the mission to ensure the public safety;
  8. To determine staffing, including, but not limited to, the use of full and part-time police officers, police officer candidates, cadets, or reserve police, and the number of such staff;
  9. To suspend, demote, discharge or take disciplinary action against Employees with just cause and subject to the provisions of the Law Enforcement Officers' Bill of Rights or any amendment or successor thereto;
  10. To discharge Employees it reasonably believes to be involved in a strike consistent with the provisions of the Law Enforcement Officer's Bill of Rights or any amendment or successor thereto;
  11. To determine the qualifications of Employees for appointment, promotion, step increases and to set the standards of performance, appearance and conduct.



## **ARTICLE 5 - HOURS OF WORK**

### **Section 5.1 - Regular Work Period- General**

The Regular Work Period, Shifts and Schedule for Employees shall be as set forth in this Section:

- (a) An Employee shall be given ten (10) days' notice of any change in his/her work schedule. If a transfer occurs without a ten (10) day notice the employee is entitled to overtime for shifts worked during the timeframe. The ten (10) day notice may be waived when mutually agreed upon by the Chief of Police or designee and the affected member with notification being made to the Union. The Department shall not be required to give advance notice of a change in Regular Work Period, Shifts or Schedule of any Employee, nor shall the Employee be entitled to additional compensation herein as a result of the lack of notice in the event of natural disasters, acts of God, civil emergencies, or homeland security events as determined by the Chief of Police or his designee.

### **Section 5.2 - Uniform Patrol Division (Triangle Shift Plan)**

- (a) Triangle Shift Plan. Except as provided in this Section, employees assigned to the Uniformed Patrol Division shall work the triangle shift plan. In this plan, scheduled shift work days are 8.5 hours long. On a weekly basis, Employees shall work either 34 hours or 42.5 hours. On a biweekly basis, an Employee shall work between 68 hours and 85 hours. In no event will an officer be regularly scheduled to work in excess of 170 hours in a 28-day work period. For the entire 32-week shift rotation cycle, police officers work an average of 39.8 hours a week.
- (b) The following rules shall apply for the accounting of time Employees participating in the triangle shift plans.
  - 1. For the purpose of accounting for payment of overtime as set forth by the requirements of the Fair Labor Standards Act, the designated work period for Employees shall be 28 days.
  - 2. An Employee who works scheduled shift days or takes approved leave shall be paid a base pay computed on the basis of 80 hours of work for each pay period.
  - 3. If an Employee works hours in excess of the regular shift schedule hours, the Employee shall be paid overtime at a rate of 1.5 times the regular hourly rate for the excess hours.
  - 4. If an Employee is absent without approved leave, the officer's pay shall be reduced from 80 hours by the number of hours of unauthorized absence from scheduled work.

5. An Employee who takes approved annual or sick leave shall have his/her accumulated annual or sick leave reduced by the number of scheduled work hours the employee is absent from work.
  6. If an Employee terminates employment, payroll accounting shall make a determination as to whether any adjustment in final pay is required to reflect actual hours worked up to that point in the shift schedule.
  7. The workday shall include a paid meal period which must be taken within the regular scheduled shift hours. Employees participating in such meal period shall be in on duty status and subject to immediate call as determined by the demand for police service.
  8. Other Employees assigned to Uniform Patrol Division who are not working in a triangle plan shall continue current practice with respect to scheduling and over time.
- (c) During this Agreement, the Department and the Union shall have the right to meet to discuss proposed alternative schedules to the current schedule Triangle Shift Plan. Any changes to the Triangle Shift Plan shall be agreed upon by both parties prior to implementation.

Nothing herein is intended to change the schedule agreed upon by the Union and the City as set forth in the Memorandum between them dated May 20, 2020, which shall continue in effect for the duration of this Agreement

### **Section 5.3 - K-9**

All Employees assigned as K-9 officers who are assigned K-9 duties, shall be under the same schedule as the Patrol Division in Section 5.2.

### **Section 5.4 - Other Employees.**

- (a) All other Employees shall work a schedule that is determined by the Division Commander and/or the Chief of Police, including any current practice for scheduling such Employees on flex to minimize overtime.
- (b) The Department shall distribute the schedule to Employees.

## **ARTICLE 6 - LAYOFFS AND FURLOUGHS**

If the City determines that it will make furloughs or reductions in force from Employees covered by this Agreement, it shall first meet with the Union to discuss the effects of such decision.

However, subject to operational needs of the Department, seniority shall be used to determine the order of layoffs.

## **ARTICLE 7 - COMPENSATION**

### **Section 7.1 - Wage Rates and Adjustments.**

- (a) The City and the Union agree to maintain a separate Pay Plan for Employees. The City has enacted at 2% Cost of Living increase retroactive to July 1, 2020, for all employees including the bargaining unit. The City has already increased the pay rates for the bargaining unit effective March 19, 2021, and it is in the process of calculating and paying the retroactive amounts to the bargaining unit.
- (b) Salary scales for Fiscal Years 2022 (July 1, 2021) through 2025 (June 30, 2025) are as provided in Exhibit A. The salary scale effective July 1, 2021 contains an increase to all pay grades and steps and will increase 3%.
- (c) The implementation date for all changes in pay that are required under this Agreement shall be the effective date provided for in this Agreement.
- (d) Employees who receive a promotion in rank shall receive the following increases in pay on the effective date of the promotion.

From Police Officer to Police Officer First Class- 5%  
From Police Officer First Class to Master Police Officer- 2.5%  
From Master Police Officer to Corporal- 2.5%  
From Corporal to Sergeant- 5%

On the effective date of the promotion, the Employee shall be placed at the step for the appropriate rank which is closest to but not less than the product of the Employee's hourly rate on the day prior to the promotion times the applicable increase.

### **Section 7.2 - Salaries for Probationary Police Officers.**

- (a) Upon successful completion of the Training Academy, these Employees will be paid at the PO Step 2 rate in accordance with the applicable pay schedule in Exhibit A.
- (b) After a total of one year (12 months) of satisfactory performance, these Employees will be paid at the PO Step 3 rate in accordance with the applicable pay schedule in Exhibit A.

### **Section 7.3 - Annual Step Increments.**

In accordance with Section 7.1, for the Fiscal Year 2022 commencing July 1, 2021, the City will provide annual step increments.

For each Fiscal Year covered by this agreement (FY 2022 through FY 2025), any cost of living adjustment will be in the same amount as funded by the City Council for all city employees. The specific pay increases during the term of this Agreement are as follows:

For Fiscal Year 2022 (July 1, 2021)  
Existing step (3%)  
2% cola  
18th Step for MPO, Corporal and Sergeant; and

For Fiscal Year 2023 (July 1, 2022)  
Existing Step - 3%  
2% cola  
19th step for MPO, Corporal and Sergeant  
And  
If City total assessment of real property values net abatement rise 4.0% or more for that Fiscal Year, adjustment of one step for those listed on Attachment 1 hereto (skipped 1 step); and

For Fiscal Year 2024 (July 1, 2023)  
Existing step - 3%  
2% cola  
And  
20th Step for MPO Corporal and Sergeant  
  
If City total assessment of real property values net abatement rise 4.0% or more for that Fiscal Year, adjustment of one step for those listed on Attachment 2 hereto (skipped 2 steps) and

For Fiscal Year 2025 (July 1, 2024)  
Existing step – 3%  
2% cola  
And  
If City total assessment of real property values net abatement rise 4.0% or more for that Fiscal Year, adjustment for those listed on Attachment 2 (skipped 3 steps)

#### **Section 7.4 - Acting Pay.**

When Employee assumes the duties of a higher rank in an acting capacity as a result of a request by a Divisional Commander for a period in excess of fourteen (14) consecutive days (including scheduled days off, approved holidays, approved sick leave of two (2) days or less, and approved emergency annual leave, but excluding time for which an Employee is otherwise on leave status), he/she shall receive, retroactive to the first (1st) day in such acting capacity, a rate of pay equal to the rate he/she would receive upon promotion to the acting rank, and he/she shall continue to be paid at that rate until relieved of the position by the person for whom he/she is acting, or by a superior authority, except he/she shall not receive acting pay after being on leave status for more than five (5) consecutive days, and provided further that no acting pay is authorized for any Employee who is acting in the absence of another Employee who is on extended approved leave for the purpose of Union business.

### **Section 7.5 - Residency Bonus.**

- (a) Employees residing in the City of Greenbelt shall receive a bonus of \$250 per month from the time of their residency until their City residency ends.
- (b) The City shall continue to provide Employees \$2,000 toward purchase of home in the City of Greenbelt during the term of this agreement.

### **Section 7.6 - Deferred Compensation**

The City shall terminate its matching contributing to the 401(a) plan. Officers may select to voluntarily contribute to the 457 plan in accordance with its terms.

### **Section 7.7 - Fitness Indicator Test Monetary Awards**

The City will increase the monetary awards for achievement of scores on the fitness indicator test per the award sheet which shall be posted and will remain in effect for the duration of the Agreement.

## **ARTICLE 8 - PROMOTIONS**

The City shall observe the promotional process contained in GO 414 with an effective date of July 1, 2017, during the term of this agreement for promotions within the Unit. Provided, however, that in the event that CALEA standards with respect to promotion process change during the term of this Agreement, any such mandatory changes in the GO shall be discussed through the General Order Committee prior to implementation by the City.

## **ARTICLE 9 - PREMIUM PAY**

### **Section 9.1 – Overtime/Compensatory Time.**

- (a) For purposes of computing overtime, previously approved paid leave and under current practice, sick leave, shall be treated as time worked.
- (b) Compensatory time:
  - 1. Employees have the option to receive overtime compensation in the form of compensatory time off with pay at the rate of time-and-one-half the amount of time worked in an overtime status in lieu of paid overtime.
  - 2. The option to earn compensatory time in lieu of paid overtime will be exercised by completing the “compensatory time” portion at the time an overtime slip is submitted.
  - 3. An Employee may accrue at any given time up to a total of 120 hours of unused compensatory time, and carry over this amount from one year to another. If an employee is due to be paid compensatory time in excess of 120 hours, the

Employee will be paid the excess in the next paycheck after the Employee exceeds 120 hours accrued.

4. Scheduling of the use of compensatory time shall be undertaken pursuant to the policies and procedures of the Department.
  5. Upon termination of employment for any reason, any unused accrued compensatory time will be paid out at the Employee's regular hourly rate of pay.
- (c) For purposes of computing overtime or other premium pay under Section 9, answering the telephone while off duty-duty to participate in a mandatory readiness call out exercise shall not be treated as compensable time.

### **Section 9.2 - Shift Differential.**

Employees shall receive a shift differential of \$1.50 for all hours worked between 7:00 pm and 7:00 am.

### **Section 9.3 - On Call Pay.**

Employees who are placed in an on call status shall be compensated as follows:

- \$20 per day for the primary detective on duty as scheduled by the SOD commander or designee.
- \$10 per day for the back up on call detective as scheduled by the SOD Commander or designee.
- \$10 per day for the primary evidence officer as scheduled by the SOD Commander or designee.
- \$5 per day for any other unit as determined by the Chief of Police.

### **Section 9.4 - Call-in-Pay.**

Employees called into work outside their regular shift shall receive a minimum of three hours pay at time and one-half (premium pay). Pay shall start immediately upon notification of an immediate call-in. In the case of a delayed response, or advance notice of the call-in, the Employee's pay shall start 30 minutes prior to the designated arrival time. Call in pay shall be in addition to and shall not be offset by On-call pay. Guaranteed minimum hours which are not worked but which occur during the shift differential time shall be subject to payment of the shift differential. Employees who receive and answer work-related calls, messages and/or texts outside of their regular shift shall be compensated for a minimum of 30 minutes at their time and one-half (premium pay) rate of pay provided that the on-duty supervisor approved the call, message or text message

### **Section 9.5 - Court Time.**

- (a) When an Employee is required to attend a work related court, a work related MVA hearing, or summoned to a location to give a work related deposition on his/her non-scheduled working hours, compensation will be at a minimum of three hours at the overtime rate.
- (b) When an Employee is required to meet with the State's Attorney or his/her Assistant State's Attorney or the U.S. Attorney or the Assistant U.S. Attorney outside of their work hours, and such meeting has been pre-approved by the Chief of Police or his/her designee, the Employee shall be compensated for a minimum of three hours at the overtime rate. In the event that this court preparation minimum time overlaps with a scheduled court time, only one minimum will apply.

### **Section 9.6 - Field Training Officer Compensation.**

Employees who are assigned a recruit and/or lateral officer and perform Field Training of such recruit and/or lateral officer for six hours or more in a single day will receive \$75.00 per day. Employees who perform training less than six hours per day will receive no compensation, except as otherwise determined by the Department in its discretion.

### **Section 9.7 - Canine Pay.**

The premium pay described in this section will apply to Employees certified as K-9 Officers who are assigned and perform K-9 duties.

- (a) Except as provided below, on each workday, K-9 Officers shall be paid, in addition to their regular pay and any premium pay earned, 60 minutes of overtime pay, at time and one half, based on the prevailing state rate of minimum wage, as compensation for transporting, feeding, grooming, exercising and otherwise caring for the dog;
- (b) On each non-workday, K-9 Officers shall be paid 60 minutes of overtime pay, at time and one half based, on the prevailing state rate of minimum wage, as compensation for feeding, grooming, exercising and otherwise caring for the dog;
- (c) On a paid leave day, K-9 Officers shall be paid 60 minutes of overtime pay, at time and one half, based on the prevailing state rate of minimum wage, as compensation for feeding, grooming, exercising and otherwise caring for the dog, unless the dog is kenneled at a commercial kennel away from the K-9 Officer's residence.
- (d) On an unpaid leave day, K-9 Officers shall be paid 60 minutes of overtime pay, at time and one half, based on the prevailing state rate of minimum wage, as compensation for feeding, grooming, exercising and otherwise caring for the dog, unless the dog is kenneled at a commercial kennel away from the K-9 Officer's residence.

### **Section 9.8 - Clothing and Uniform Allowance, Issue and Authorized Wear.**

- (a) The City will provide an annual clothing allowance in the amount of Six Hundred dollars (\$600) to be paid annually for full-time plain clothes Employees. This amount shall be paid in the pay period which includes September 1 of each year of the Agreement. This amount shall be paid on a date to be determined by the City but not later than September 1 of each year of the Agreement. Provided, however, that such allowance shall be paid to an officer who is transferred to full-time plain clothes assignment within sixty (60) calendar days of the transfer ( the “initial allowance”). In no event shall the City be required to pay the initial allowance and the annual allowance to an Employee in the same calendar year.
- (b) The City will continue to provide all uniforms and equipment to Employees in accordance with department policies in effect as of the date of this agreement.
- (c) The City will also continue its policy of providing uniform and clothing cleaning services for Employees. All Employees may use the City’s cleaning services for civilian clothes worn to court appearances, MVA Hearings, meetings with the State’s Attorney’s Office or the U.S. Attorney’s Office, Department sanctioned training events or while assigned to an authorized plain clothes detail.
- (d) Employees assigned to a light duty assignment by virtue of a medical condition, illness or injury will be eligible to use the City cleaning service for civilian clothes worn during the period of light duty.

### **Section 9.9 - No Duplication or Pyramiding of Premium Pay.**

There shall be no duplication or pyramiding in the computation of overtime or other premium wages and nothing in this agreement shall be construed to require the payment of overtime more than once for the same hours worked. If more than one of the provisions of this article shall be applicable to any time worked by an Employee, the Employee shall be paid for such time at the highest rate specified in any one applicable Article or Section, but the Employee shall not be entitled to additional pay for such time under any other section. This Section shall not apply to specialty pay. The prohibition on duplication and pyramiding in this Section shall not apply to the payment of shift differential for overtime hours worked during the times in which shift differential under Section 9.2 applies.

### **Section 9.10 - Specialty Pay.**

- (a) Employees who are assigned to the following additional job responsibilities will be entitled to specialty pay at the following rates:
  - 1. \$750.00 annually to Employees assigned to the position of K-9 Trainer.
  - 2. \$750.00 annually to Employees assigned as Hostage Negotiators and Employees assigned to Emergency Response Unit.



3. \$750.00 annually to Employees assigned as Drug Recognition Experts (DRE's).
  4. \$750.00 annually to Employees assigned to the Department's Honor Guard.
  5. \$750.00 annually to Employees assigned as Intoximeter Operators.
  6. \$750.00 annually to Employees assigned to the Collision Analysts Unit.
  7. \$750.00 annually to Employees assigned as Commercial Motor Vehicle Inspectors.
  8. \$750.00 annually to Employees assigned to the Homeland Security Coordination Unit.
  9. \$750.00 annually to Employees assigned and certified as Maryland Police Training Commission General Instructors, Defensive Tactics Instructors or Range Instructors. (Employees must have conducted in-service training or serve as range instructors during the prior calendar year in order to be eligible for specialty pay).
  10. \$750.00 annually to Employees who test fluent in language(s) designated by the Chief of Police. The criteria for fluency and frequency of required requalification as determined by the Chief of Police will be predicated on a state, regional or national evaluation instrument or standard developed by an institution of higher education. To be eligible for an annual payment, Employees must be employed by the City and have satisfied the criteria for fluency/requalification within six (6) months of September 1.
  12. \$750.00 annually to Employees assigned to the Patrol Division who are assigned and certified as Evidence Technicians.
  13. \$750.00 annually to Employees assigned as Fitness Instructors.
  14. \$750.00 annually to Employees certified to install child safety seats.
- (b) This benefit has a maximum annual payout of \$33,000.00.
- (c) Employees who qualify for more than one specialty pay award under this Section 9.10 may receive up to \$750.00 per specialty for the first two awards annually. The third award will be prorated using a formula of dividing the number of eligible employees by the remaining funds available. However, the third award shall not exceed \$750.00.
- (d) The Chief may, at his discretion, create additional Specialty Pay categories at \$750.00.

- (e) Employees who have served in a specialty assignment set forth in this Section for the previous 12 consecutive months as of August 31 shall receive Specialty Pay. Specialty Pay shall be paid on a date to be determined by the City but not later than September 1 of each year of this Agreement. As used herein the term “served in” shall include authorized time off under a provision of the Agreement, absence for injury on duty, absence for FMLA leave and any non-disciplinary administrative suspension.

#### **Section 9.11 - City Closing.**

- (a) When the City closes its offices on a business day due to inclement weather or other similar natural disasters, an Employee who is required to work on said day(s) shall be paid at time and one half his/her regular hourly rate for all hours worked on said day(s).
- (b) Work under this section may potentially be performed outside of normal business hours. If the decision to close City offices is made after the event has begun, subsection (a) of this section may be made retroactive at the discretion of the City, and if retroactive, hours worked either before or after normal business hours shall be paid in accordance with subsection (a) of this section.

#### **ARTICLE 10 - WORK ASSIGNMENTS**

- (a) The City agrees to provide the Union with all of its criteria for the selection of personnel for work assignments.
- (b) The City agrees to post notices of permanent transfer opportunities including specialty units within the Patrol Division for a period of ten calendar days except in cases of an emergency. Notices will be posted in writing on the designated bulletin board in the Department facility, as well as e-mail notification. In addition to selecting personnel for the advertised vacancy(ies), the list may be used for additional vacancies in the same positions for a period of forty-five days.

#### **ARTICLE 11 - SECONDARY EMPLOYMENT**

An Employee may work in secondary employment under the terms of G.O. 401 effective date July 1, 2020, subject to reasonable regulations established by the Chief of Police and pursuant to the Law Enforcement Officers’ Bill of Rights (“LEOBR”). Such GO shall remain in effect during the term of this Agreement. Provided, however, that in the event that CALEA standards with respect to secondary employment change during the term of this Agreement, any such mandatory changes in the GO shall be discussed through the General Order Committee prior to implementation by the City.

## **ARTICLE 12 - LEAVE**

Employees shall be entitled to the following types of leave:

### **Section 12.1 - Holidays.**

(a) All Employees shall be entitled to the following paid holidays:

|                                                            |                                    |
|------------------------------------------------------------|------------------------------------|
| January 1                                                  | New Year's Day                     |
| 3 <sup>rd</sup> Monday in January                          | Martin Luther King, Jr.'s Birthday |
| 3 <sup>rd</sup> Monday in February                         | President's Day                    |
| Last Monday in May<br>Juneteenth                           | Memorial Day                       |
| July 4                                                     | Independence Day                   |
| 1 <sup>st</sup> Monday in September                        | Labor Day                          |
| November 11                                                | Veteran's Day                      |
| 4 <sup>th</sup> Thursday in November<br>& following Friday | Thanksgiving Day & Day After       |
| December 25                                                | Christmas Day                      |

**Employee Appreciation Day**- All Employees shall be granted a holiday each fiscal year in appreciation of their service to the City. It may be taken on a day of the Employee's choosing, with the approval of the Department. If the Employee does not take the Employee Appreciation Day, the holiday does not carry over to the following fiscal year.

- (b) Except as set forth in this subsection, the Date set by City ordinance shall be the date on which the holiday is observed. Employees scheduled to work other than a normal work week, the date set by ordinance shall be the date of the holiday. (Example: If a holiday falls on a Saturday, and most Employees therefore have the preceding Friday off, for these Employees the holiday will still be counted as being on Saturday). If a holiday falls on an Employee's scheduled day off, the Employee's scheduled work day nearest to the date of the holiday shall be treated as the holiday. If the date of a holiday falls midway between scheduled work days, the date of the holiday shall be the work day preceding the holiday.
- (c) Holiday pay shall not be paid when an Employee is on approved leave of absence without pay or when an Employee is directed to report to work and fails to do so.

### **Section 12.2 - Annual Leave.**

- (a) The City shall accrue, pay and carryover annual leave in accordance with COPAR Chapter 4 (III), as of the date of this agreement for the duration of its term.
- (b) All use of annual leave requires prior supervisory approval. Written requests for scheduling leave should be submitted in accordance with departmental procedures as far

in advance as possible. Approval will be based on staffing needs and seniority, where practical, consistent with the current practice.

- (c) Upon termination of employment for any reason, an Employee shall be paid for any accumulated annual leave and accumulated compensatory time based on the Employee's hourly rate at termination date.
- (d) On an annual basis, Employees who meet the following requirements will be eligible to sell back to the City up to 30 hours of annual leave:
  - 1. The Employee must have evaluation scores of at least 3 (consistently meets expectations) on each of the applicable rating components in the immediately preceding written performance evaluation.
  - 2. The Employee is not in a new hire probationary status.
  - 3. The Employee has received no formal written reprimands or formal discipline during the preceding calendar year.
  - 4. The Employee has taken no more than five (5) days of sick leave in the last calendar year.
    - i. This condition may be waived if the absence has been appropriately justified by the Chief of Police and verified by the Human Resource Officer to have included a major personal or family illness.
    - ii. Every hour over 40 hours used for sick leave, reduces by one (1) hour the amount of annual leave which can be sold back.
    - iii. Individual determination on requested waivers will be made on a final, non-precedent setting, case-by-case basis by the City Manager.
  - 5. The Employee has used at least ten (10) days (or eighty hours) of authorized leave (annual or compensatory) in the preceding calendar year.

In the first year of the Agreement the City shall eliminate the leave sell back in this Section for Employees. Thereafter, in each fiscal year of this Agreement the City shall have the right to reduce, suspend or eliminate the leave sell back in this Section by action of City Council, provided that the City takes the same action with respect to the sell back to non-bargaining unit employees.

### **Section 12.3 - Special Holiday.**

Employees shall receive a Special Holiday to the extent that such is granted by the City Council to all other Employees of the City.

#### **Section 12.4 - Sick Leave.**

The City shall accrue, pay and carryover sick leave in accordance with COPAR Chapter 4 (IV) as of the date of this agreement for the duration of its terms.

- (a) Authorization - When an Employee calls in sick leave, he/she shall be required to notify communications dispatcher for each day of such absence.
- (b) Limitations – Sick leave may be used for the incapacitating illness of an Employee, the Employee's spouse or the Employee's minor child residing in the Employee's household.
- (c) Sick leave may be taken in periods of one half (1/2) hour or more.
- (d) When an Employee uses sick leave in excess of three or more consecutive days, upon return to work, he/she must, if requested by a supervisor, submit a certificate from the treating physician or licensed practitioner, which describes the dates of treatment, and a release to return to work outlining any applicable work restrictions. Failure to provide the documentation required by the City may result in a denial of paid leave. If sick leave abuse is suspected, the Employee may be notified that a doctor's certificate will be required for future absences of less than three days.
- (e) Sick leave may be used for medical/dental/optical appointments; to the extent such appointments cannot be scheduled during non-working hours.
- (f) Sick leave may be carried over from one Fiscal year to the next with no maximum carry over limitation.
- (g) Except as otherwise provided in this Section, Employees who leave employment other than retirement from active service in the Unit shall not be paid for accumulated sick leave.
- (h) When an Employee retires from active service in the Unit, unused sick leave may be credited towards retirement/pension service in accordance with regulations established by the Maryland State Retirement System, Law Enforcement Officers Pension System (LEOPS).
- (i) Employees shall not abuse sick leave.

#### **Section 12.5 - Sick Leave Donation.**

An Employee may donate up to 40 hours to a Leave Bank established at the discretion of the Personnel Officer for donation to any City Employee. Before an Employee is eligible for donation of leave from an established leave bank, he/she must exhaust all sick, compensatory, and annual leave.

## **Section 12.6 - Workers' Compensation Leave.**

- (a) **Eligibility** - An Employee is eligible for Workers' Compensation leave if an injury or disease which causes the Employee to be disabled is compensable under Maryland Workers' Compensation Law; the Employee is completely unable to work at his/her regular or modified duty job; and their inability to work is supported by sufficient medical evidence. Under certain circumstances described in this document, Employees may be eligible for Workers' Compensation leave for medical appointments.
- (b) **Lost Time** - Authorization for all lost time shall be determined by the City, based on medical substantiation and State Law. An Employee who suffers a compensable work related injury or illness will receive full pay during the period of disability to a maximum of 12 months from the date of injury, if the Employee is evaluated by a City approved medical provider. Employees electing not to be evaluated by a City approved medical provider shall receive benefits, if applicable, at the rate established under Maryland Workers' Compensation Law.
  - 1. In the event that the evaluations of the City approved medical provider and the Employee's physician are conflicting, an independent evaluation may be requested by the Employee. The physician conducting the independent evaluation will be selected based on a mutual agreement of the parties. The cost of the independent medical evaluation shall be paid by the City. If the independent physician concurs with the opinion of the Employee's doctor, the Employee shall receive full salary for periods of authorized lost time up to 12 months from the date of injury, subject to all other provisions of Maryland Workers' Compensation Law. If the independent physician concurs with the opinion of the City approved medical provider that the Employee can return to work, no benefits shall be payable.
  - 2. If at any time during the course of the claim the City refers the Employee for an independent medical exam in accordance with Maryland Workers' Compensation Law, the provision allowing for a third opinion will not apply.
  - 3. Department payroll shall be reimbursed from the IWIF or the Workers Compensation insurer, if applicable, for lost time in amounts equal to the benefits payable to the Employee under Maryland Workers' Compensation Law.
- (c) **Continuation of Other Benefits** - During the period for which an Employee is receiving Workers' Compensation benefits, the Employee shall continue to participate in all Medical Insurance and Life Insurance programs and Retirement Fund contributions as if the Employee were on the job.
- (d) **Use of Accrued Leave** - If the Employee's Workers' Compensation payments are not paid or are suspended for any reason, the Employee may elect to use available annual or sick leave with the approval of his/her Division Commander, as long as the usual requirements for such leave are met.

- (e) **Light Duty**- The provisions of General Order 304 with an effective date of July 1, 2020 shall be in effect for the duration of this Agreement and shall govern the availability and eligibility for temporary light duty positions. If the department fails to provide modified duty during the time it is medically necessary, the Employee shall not be obligated to accept an alternative modified position outside of the Employee's department.
- (f) **Medical Appointments** - Administrative Leave shall be granted to an Employee for time spent being examined by a physician or other examiner at the request of the City or its insurer.

#### **Section 12.7 - Jury Leave.**

- (a) **Rate** - When required to report for jury duty, an Employee will receive full pay for the days needed to serve.
- (b) **Authorization** - Immediately upon receipt of a notice, an Employee must provide his/her immediate supervisor with a copy of the notice.
- (c) **Limitations** - If not required to serve as a juror on a particular day, the Employee must immediately contact his/her supervisor to determine when next to report for work.
- (d) Any payment received as a juror may be retained in addition to regular salary.

#### **Section 12.8 - Military Leave.**

The City shall observe applicable State and Federal Law in providing Military leave for Employees.

#### **Section 12.9 - Bereavement Leave.**

In the event of a death in the immediate family of a classified service employee, the Personnel Officer will consider up to 40 hours leave with pay to the employee. The immediate family includes spouse, children, parents, brother, sister, including step parents, step children, step brother, step sister, mother-in-law, father-in-law, grandparents, grandchildren, domestic partners or other relatives residing in the household. Domestic partners are defined as an employee's unmarried partner, whether of the same or opposite sex, when the partners meet the criteria as stated under the Domestic Partner Benefits Policy. Such leave will be considered at the request of the employee and may be subject to valid proof, for the period including the date of death and the day after the burial. Such leave will not be deducted from any other leave earned by the employee. Leave for other relatives and friends must be charged to annual leave or leave without pay.

#### **Section 12.10 - Union Leave Bank.**

- (a) The Union shall continue to administer the FOP Leave Bank of donated leave for the purpose of providing additional paid time to conduct Union business. The Union must

provide to the City a signed authorization form to deduct annual leave from the accruals of donating members.

- (b) The City will accept a form (provided by the Union) signed by Employees and other Union members authorizing the automatic deduction of annual leave for credit into the Union leave bank. Such authorization shall remain in effect until revoked by the Employee or Union member.

#### **Section 12.11 - Leave for Negotiations.**

Six members of FOP Lodge 32, selected by the FOP, will be granted leave with pay for the purpose of negotiating a collective bargaining agreement with the City for attendance at those bargaining sessions conducted during their normal working hours. The bargaining sessions shall be deemed to include time before and after each session to be utilized for meetings among the Unions bargaining representatives.

#### **Section 12.12 - Family and Medical Leave.**

All Employees shall be entitled to the Family and Medical Leave Benefits as set forth in COPAR, as of the date of this Agreement for the duration of this Agreement.

#### **Section 12.13 - Election Day Leave.**

At the discretion of the Employee's immediate supervisor, administrative leave up to two hours may be granted any Employee for the purpose of voting in any municipal, county, state or federal election.

### **ARTICLE 13 - INSURANCE**

#### **Section 13.1 - Group Health, Dental and Prescription Drug Insurance.**

- (a) All Employees covered by this Agreement shall be eligible to participate in the group Health, Prescription Drug and Dental plans selected by the City or in a health maintenance organization in accordance with federal regulations.
- (b) The City and Employees shall contribute 80% and 20% respectively of the total premium costs ("contribution rates") for participation in the group health plan, selected by the City as the base Plan for all employees of the City. The City and the Employees shall contribute 80% and 20% respectively of the contribution rates for participation in the City's Prescription Drug Plan and 80% and 20% respectively of the contribution rates respectively for participation in the City's Group Dental Plans This shall apply to such coverage that the Employee is eligible for and elects. In each year of the Agreement, the City reserves the right to change the respective contribution rates in all plans it offers to match contribution rates for non-bargaining unit employees.



- (c) The City agrees to include the Union on any administrative committee formed to study Health Care Insurance Costs and services.

### **Section 13.2 - Medical Reimbursement Plan**

- (a) The City shall reimburse classified Employees for up to \$300 for no-insurance or single employee coverage and up to \$600 for employee plus one and family coverage within each fiscal year.
- (b) Qualifying medical expenses include fees of physicians, surgeons, optometrists, psychiatrists, psychologists, dentist and other health professionals, cost of prescription drugs, prescribed medical equipment and supplies, prescription eyeglasses and hearing aids. The cost of the medical expense must be that of the Employee or Employee's family and not paid for or reimbursed by any other health benefit plan or insurance. The plan document provides a complete listing of qualifying medical expenses.
- (c) Employees must file with the Human Resources Office requests for medical reimbursements for a particular fiscal year prior to June 30 of that fiscal year and must document such expenses with paid receipts, canceled checks, etc.
- (d) A new Employee has immediate entitlement to the \$200 medical reimbursement benefit (i.e. does not have to go through a probationary period). Any reimbursement must be for medical expenses incurred only during the time of the Employee's employment with the City.

### **Section 13.3 - Life Insurance.**

- (a) The City shall provide, at no cost to the Employee, Basic Group Life Insurance coverage in an amount equal to fifty thousand dollars (\$50,000) in coverage.
- (b) The City shall provide additional Group Life Insurance coverage to the Employee, at the Employee's expense, to the same extent and the same cost as the City provides to all other City Employees.

### **Section 13.4 - Disability Insurance.**

The City shall provide all Employees with a temporary disability benefits plan as set forth in Chapter 5 of COPAR as of the date of this Agreement for the duration of this Agreement. The plan shall be provided at no cost to the Employee.

### **Section 13.5 - Liability Insurance.**

For the term of this agreement, the City shall use its best efforts to continue current liability insurance for actions of the Employees at no cost to the Employees. In the event that such coverage is changed or cancelled, the City shall notify the Employees and the Union.

#### **ARTICLE 14 - DEATH BENEFITS**

- (a) In the event of the death of an Employee, the City will continue its present policy of paying to the appropriate beneficiary, in accordance with the law, all unused compensatory time, accumulated annual leave and all accrued wages due.
- (b) In the event of the death of an Employee in the line of duty, the City will pay to the Employee's appropriate beneficiary, a lump sum payment of Fifty thousand dollars (\$50,000) in addition to all other benefits presently payable to such beneficiary. Line-of-duty shall be defined by the Chief of Police. This payment shall not be considered as wages, and the amount shall be paid as soon as practicable..

#### **ARTICLE 15 - TRADING OF SHIFTS**

- (a) Employees shall be authorized to trade shifts in accordance with the following procedures:
  - 1. Trading of shifts is defined as the trading of whole shifts or a portion of any shift.
  - 2. Within the Patrol Division, Employees may trade shifts with any other Employee.
  - 3. Employees in the Criminal Investigations Unit may only trade shifts with Employees in their own unit.
  - 4. All other Employees may only trade shifts with Employees in their assigned sections.
- (b) The trading of shifts must have prior approval of the unit level supervisor of the Employee who is not originally scheduled to work on the day of the trade. A supervisor or the Department may disapprove a trade of shifts if that trade is judged to have an adverse impact on departmental operations or overtime.
- (c) The trading of shifts does not negate the responsibility of both individuals to comply with all established rules and regulations.

#### **ARTICLE 16 - TUITION ASSISTANCE**

The City will provide tuition reimbursement to Employees who are enrolled in a work-related degree program at an accredited University or College. An Employee shall be reimbursed at a rate equal to the rate at the University of Maryland for 18 undergraduate credit hours per year, not to exceed the value of \$20,000 per year cumulatively for all Employees participating. Current City rules regarding approval and course grades shall apply. Employees who leave employment with the City in less than 4 years after completion of a course or courses shall be required to reimburse the City on a pro-rata basis for the paid amounts. The preceding reimbursement section shall not apply to an Employee that retire on a disability retirement as determined by LEOPS.

## **ARTICLE 17 - GRIEVANCE PROCEDURE**

### **Section 17.1 - Scope.**

This Article sets forth a grievance procedure which shall apply and be limited to grievances as defined in the City of Greenbelt Labor Code. The grievance procedures set forth herein shall be unavailable for disciplinary matters (which are governed by the Maryland State Law Enforcement Officers Bill of Rights).

### **Section 17.2 - Election of Remedies.**

As an alternative to the grievance procedures set forth in this Article for non-disciplinary matters, an Employee may use the grievance procedure provided by Greenbelt City Code.

### **Section 17.3 - Time Limitations and General.**

- (a) A grievance covered by this Article must be presented promptly by the aggrieved Employee within 10 business days after it arises and be processed in accordance with the following steps, time limits, and conditions. The parties recognize that the prompt settlement of grievances is important to a sound and harmonious relationship between the Union, the City, and the Employees.
- (b) All grievances, except Class Action Grievances, shall be presented at the first step of this grievance procedure by the aggrieved Employee(s) or the Union within the time limitations contained herein or they shall be considered waived.
- (c) The time limits prescribed herein may be waived by mutual agreement, in writing, by the parties hereto. A grievance not appealed within the time limits herein set forth shall be considered withdrawn on the basis of the answer provided by the City at the last step of the procedure utilized by the Union or the Employee, which answer shall be final and binding upon the aggrieved Employee or the Union. If the City fails to give its answer to a grievance within the time limits set forth in any step, the Union and/or Employee may appeal the grievance to the next step at the expiration of such time limit.
- (d) The parties may, by mutual written agreement, waive certain steps and/or extend stated time frames. Such mutual agreement shall be reduced to writing and signed by the parties prior to the expiration of said time frames. In no event may waiver or extension of any time limit hereunder for presentation or appeal be implied by any action or inaction of the City or the Union.
- (e) In the event a decision made by the Chief of Police is grieved by an affected Employee, the first step of the grievance process will be bypassed and the grievance proceedings will start at Step 2.
- (f) Should a grievance affect two or more Employees, the Union or the Employees affected may elect to file a Class Action Grievance. A Class Action Grievance is intended to

consolidate the same type grievances in order to facilitate the resolution of a grievance. A Class Action Grievance shall be presented at step 2 of the grievance procedure.

- (g) Nothing herein shall prevent the parties from agreeing to start a particular grievance at a particular step or from accelerating a particular grievance to a particular step.
- (h) Neither the Employee(s), nor the Union nor the City shall have any substantive ex-parte communications with the Employee Relations Board regarding a pending grievance.
- (i) The aggrieved Employee shall not be denied the right to be represented by and to have an Employee who is an appointed grievance representative by the Union and/or legal counsel present during any Step meeting of the Grievance procedure.

#### **Section 17.4 - Procedural Steps.**

##### **Step 1**

The aggrieved Employee or the Union will submit his/her grievance in writing on the approved grievance form or other written document to the Division Commander. The Division Commander or his/her designee shall schedule a meeting to discuss the grievance within seven calendar days of receipt of the grievance form and shall reply to the Employee and/or Union, in writing, within seven calendar days after the meeting.

##### **Step 2**

In the event that the Division Commander's decision is not satisfactory to the Employee or the Union, the Employee or the Union may, within seven calendar days from receipt of the decision at Step 1, present the grievance form to the Chief of Police. The Chief of Police shall schedule a meeting with the Employee and/or the Union within fourteen calendar days after receipt of the grievance. The Chief of Police or his or her designee shall reply to the Employee and/or Union within fourteen calendar days after the meeting.

##### **Step 3**

In the event that the decision of the Chief of Police is not satisfactory to the Employee or the Union, the Employee or the Union may, within seven calendar days from receipt of the decision at Step 2, present the grievance form to the City Clerk for date and time stamping and delivery to the City Manager who shall schedule a meeting with the Employee and/or the Union within fourteen calendar days after receipt of the grievance. The City Manager shall reply to the Employee and/or Union within fourteen calendar days after the meeting.

#### **Step 4**

- (a) Any grievance that has been properly processed through the above procedure and has not been settled at Step 3 may, at the request of the Union or the Employee, be appealed to the Employee Relations Board.
- (b) The Union or the Employee shall serve written notice of its intention to proceed to the Employee Relations Board to the City Clerk within fourteen calendar days of receipt of the City Manager's decision at Step 3.
- (c) The Employee Relations Board shall have the right to engage one or more professional neutral persons to serve as a hearing officer, fact finder and to make recommendations concerning the grievance.
- (d) The Employee Relations Board shall have no authority to amend, alter or modify any provision of this Agreement or to limit, diminish or in any manner interfere with the authority of the City and its administration as provided by State Law and/or City Charter.
- (e) The written decision of the Employee Relations Board shall be rendered within 30 days after the hearing and shall be final and binding upon the aggrieved Employee, the Union, and the City.
- (f) The cost of presenting or defending the grievance to the Employee Relations Board shall be borne by the side incurring the expense.
- (g) The Employee Relations Board shall meet to hear grievances which are at the Employee Relations Board step three times per year at dates specified on or before the beginning of the calendar year, excluding summer months of June, July, and August. Grievances which shall be heard on a specific date shall be those which have proceeded to Step 4 no later than 30 days before that scheduled Employee Relations Board hearing date.

#### **Section 17.5 - Other Conditions.**

If an Employee is given a directive by a supervisory authority, which he/she believes to be in conflict with a provision of this Agreement, the Employee shall comply with the directive at the time it is given and thereafter may exercise his/her right to grieve the matter. The Employee's compliance with such directive will not prejudice the Employee's right to file a grievance, nor will his/her compliance affect the resolution of the grievance.

#### **ARTICLE 18 - L.E.O.B.R. DISCIPLINARY PROCEDURES**

It is understood and agreed that the LEOBR rights are those set out in Maryland law in effect at the commencement of this Agreement, and those changes in such law which are enacted into law by the Maryland Legislature and either signed by the Governor, or becomes law as a result of the Legislature overriding the Governor's veto at any time during the term of this Agreement.

## **ARTICLE 19 - PERSONNEL FILES**

### **Section 19.1 - Employee Access.**

The City shall permit inspection of an Employee's personnel file as provided by law. All personnel records shall be treated as confidential information. Employees with or without Union representation shall have access to their individual personnel files by prior appointment with the Human Resources Officer. All items contained in such file shall be available for review and copy with the exception of outside confidential references relating to original employment or promotion.

### **Section 19.2 - Employee Additions.**

Employees shall have the right to respond in writing to any information contained in their personnel file, which will be kept in said file.

## **ARTICLE 20 - REFERRAL SERVICES**

The City has adopted a City-wide Employee Assistance Program involving assessment and referral for counseling and treatment of alcoholism. Alcoholism will be recognized and treated as a disease. Employees suffering from alcoholism will be afforded the opportunity for counseling and rehabilitation through this City program. Alcohol related Employee infractions may be subject to disciplinary action whether or not the Employee participates in the Employee Assistance Program. The City shall maintain confidentiality with respect to all Employees who make use of the program. Employees may be referred for assistance services by the City or may request the City to refer them for such services.

## **ARTICLE 21 - TAKE HOME VEHICLE**

### **Section 21.1 - General Order.**

General Order 404 - Take Home Cruiser Program with an effective date of July 1, 2020, shall be in effect during the term of this Agreement as modified by this Article.

- (a) Basic Eligibility- An Employee shall be eligible for a take home vehicle after successful completion of Field Training.
- (b) Employees who reside within the City limits and Employees who reside within 20 air miles of the intersection of Md. Routes 193 and 201 (the "Centerpoint") shall be provided a take home vehicle. Such Employees shall not have any restrictions on use of the take home vehicle within a 40 mile range of the Centerpoint and there shall be no amount deducted from pay of such Employees for use of the take home vehicle.
- (c) Employees who reside within 20 air miles of the Centerpoint but outside of Prince George's County, and inside the State of Maryland shall be provided a take home vehicle. Such Employees shall not have any restrictions on the use of the take home vehicle

within 40 miles of the Centerpoint. Such Employees shall have \$25 per pay deducted to offset the cost of the take home vehicle.

- (d) Employees who reside within 40 air miles of the Centerpoint and inside the State of Maryland shall be provided a take home vehicle. The use of the take home vehicle shall be restricted to travel to and from City employment, except as provided in subsection of this Article. Such Employees shall have \$60 per pay deducted to offset the cost of the take home vehicle.
- (e) Employees who do not qualify under any of the above categories on the date of this Agreement but who, as of the date of this Agreement have been provided a take home vehicle shall continue to be provided a take home vehicle. Provided, however, such Employee shall lose the availability of a take home vehicle when 1) the Employee moves his/her residence further away from the Centerpoint than his/her current residence, or 2) the Employee changes duties to a position which does not qualify for a take home vehicle.
- (f) The use restrictions described in this Article do not apply when or at such time as: 1) the Employee has been designated as Active On Call, and the Employee is in fact On Call, and 2) the Employee is traveling to and from police related Secondary Employment, Department Training and work related Court Appearances.
- (g) Employees on light duty or otherwise not permitted to utilize their assigned vehicle shall not have payroll deductions withheld for any portion of any pay period during which said assigned vehicle is not utilized by the Employee.

#### **ARTICLE 22 - GREENBELT CITY POLICE/LEOPS**

The City shall participate in the Maryland State Retirement System, Law Enforcement Officers Pension System (LEOPS) under the same terms as it does currently, subject to changes in LEOPS by state law and regulation. All Employees shall participate in LEOPS and the City and the Employees shall make contributions to LEOPS in accordance with state law and the rules and regulations established by the board of trustees of the Maryland State Retirement System.

#### **ARTICLE 23 - LABOR –MANAGEMENT COMMITTEE**

- (a) The City and the Union agree to establish a Labor-Management Committee (the “Committee”) to promote effective communications and labor relations throughout the contract period. The Committee will consist of two representatives designated by the Chief of Police and two representatives designated by the Union President.
- (b) The Committee will meet once a calendar quarter at a mutually agreeable time to discuss any and all topics, which may affect bargaining unit members. The Chief of Police and the Union President may agree to cancel or postpone a meeting.

## **ARTICLE 24 - NO STRIKE OR LOCKOUT CLAUSE**

The Parties and the Employees shall observe the rights and obligations of Section 13-239 of the City's Labor Code.

Nothing in this Agreement shall nullify or change the rights, obligations, and remedies provided in Section 13-239 of the Labor Code

## **ARTICLE 25 - PHYSICAL FITNESS STANDARDS/WELLNESS PROGRAM**

The City shall observe General Order 423, with an effective date of July 1, 2017, for the duration of this Agreement regarding physical fitness standards. Provided, however, that in the event that CALEA standards with respect to physical fitness standards change during the term of this Agreement, any such mandatory changes in the GO shall be discussed through the General Order Committee prior to implementation by the City.

## **ARTICLE 26 - SAVINGS CLAUSE**

Any Article or Section of this Agreement found to be in conflict with the Greenbelt City Charter or with any law, ordinance, statute, City or government regulation or declared invalid by decree of a court of competent jurisdiction, will be void *ab initio* and the parties will enter into negotiations for a substitute provision. All other Articles and Sections of this Agreement will remain in full force and effect for the duration of the Agreement.

## **ARTICLE 27 - SELECTION OF POLICE CHIEF**

The City agrees that the President of the Fraternal Order of Police Lodge 32 or his/her designee will be allowed to participate in the process for hiring a new police chief during the duration of this contract. This participation may include assisting in defining a candidate profile, interview questions, as well as serving on panel interviews. It is understood that any participant assigned to a selection committee would need to sign a confidentiality agreement with the City. It is further understood, the hiring decision rest solely with the City Manager.

## **ARTICLE 28 - DURATION AND FINALITY OF AGREEMENT**

- (a) This agreement shall become effective as of July 1, 2021 and remain in full force and effective until June 30, 2025.
- (b) It is understood that this Agreement can only be added to, amended, or modified by a document, in writing, signed by both parties through their duly authorized representatives
- (c) The parties shall reopen negotiations for a successor agreement no later than the first business day of the year that the agreement expires. Should an impasse be reached and the current contract expires, all terms and conditions of the agreement will remain in effect. However, either party has the right to terminate the agreement with ninety (90) days written notice.



**ARTICLE 29 - AUTOMATIC VEHICLE LOCATOR (AVL)**

- (a) Officers assigned to mobile data terminals (MDT) are required to log on to the MDT during their tour of duty and when working secondary employment.
- (b) Officers with MDT technology in their cruisers are encouraged to log on the MDT while off-duty.
- (c) Officers will not attempt to manipulate or disable any of the AVL software and/or hardware.
- (d) The Department will not use any AVL technology/data to initiate any Department investigations. However, if the Department initiates an Internal Affairs Investigations as a result of information not generated by AVL technology/data, the Department may use AVL technology/data obtained regarding the particular incidents in such investigations. There will be no restrictions on the use of AVL for criminal investigations.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement, this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**FOR THE CITY:**

**FOR THE UNION:**

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
CHIEF OF POLICE

\_\_\_\_\_  
VICE PRESIDENT

\_\_\_\_\_  
TEAM MEMBER

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**AGREEMENT  
BETWEEN**

**THE CITY  
OF GREENBELT  
AND**

**FRATERNAL ORDER OF  
POLICE LODGE NO. 32**

**EFFECTIVE:**

**July 1, ~~2020~~2021 – June 30,  
~~2021~~2025**

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## PREAMBLE

This AGREEMENT, made this 30<sup>th</sup> day of June, 2020, between the City of Greenbelt, Maryland, hereinafter referred to as the "City," the Greenbelt Police Department, herein after referred to as the "Department" and the Fraternal Order of Police Lodge No. 32, ("FOP Lodge 32), hereinafter referred to, as the "Union" shall be effective as of July 1, 20202021.

**WHEREAS**, the City, the Department and the Union, in consideration of the mutual covenants and promises herein contained, do hereby agree that the terms of the Agreement are as follows:

## ARTICLE 1 - RECOGNITION AND UNIT DESCRIPTION

### Section 1.1. - Recognition.

The City recognizes the Union as the exclusive representative of Employees, as defined in Section 1.2(a) of this Article, for the purpose of negotiating collectively with the City pursuant to Sec. 13-231 thru Sec.13-243 of the Greenbelt City Code, with respect to wages, hours, and other terms and conditions of employment.

### Section 1.2. - Unit Description.

The unit shall consist of all sworn probationary police and non-probationary police officers (hereinafter "Employees"), excluding captains, lieutenants, confidential, managerial and all other employees of the Department and the City.

### Section 1.3. - Probationary Employees.

- (a) All newly hired Employees covered by this agreement shall serve a probationary period as outlined in paragraphs (b) and (c). The City may, during such probationary period, in its sole discretion dismiss, layoff or transfer such Employees and no grievance shall be filed or claimed by such Employees or on behalf of any of them by the Union for or on account of any such action of the City during said period. Grievances may be filed by probationary Employees on issues other than those listed above.
- (b) Employees hired as Police Officer Candidates and who attend an officer training academy approved by the Maryland Police Training Commission shall serve a probationary period of 12 months from the date they are first employed by the Police Department as a Probationary Police Officer.
- (c) Employees hired into the Unit as Lateral/Experienced Police Officers, excluding former Greenbelt Officers rehired pursuant to past practices, shall enter service at a rank no higher than Police Officer Grade 6 commensurate with their experience level not to exceed Grade 10 and shall serve a probationary period between 6 and 12 months from the date they are first employed by the Police Department which shall be at the discretion of the City.

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- (d) The Chief of Police shall have the right to extend the probationary period for any newly hired Employee at his discretion for a period not to exceed six (6) months or longer if such time is necessary to account for time lost due to required leave, so long as said extension does not exceed the actual amount of time lost due to required leave.

## **ARTICLE 2 - AUTHORIZED DUES AND SERVICE FEES DEDUCTIONS**

- (a) No Employee is required to join or not join the Union. The City agrees to deduct from the earnings of each Employee, who chooses to join the Union and who has properly authorized such deductions in writing by a proper authorization card duly executed, membership dues to be remitted to the Union as indicated below. The Union shall provide each Employee executing an authorization card a copy of such card clearly indicating that such authorization shall be irrevocable for the period of one year and shall be automatically renewable from year to year thereafter, unless written notice of termination by the Employee is given to the City at least 30 days prior to the anniversary date of the authorization.
- (b) Any Employee hired after February 12, 2007, who elects not to become a member of the Union or who terminates membership in the Union will be required to pay a service fee in lieu of Union dues as a condition of employment or continued employment. The amount of the service fee shall not exceed the amount of the then current Union dues. The service fee shall be used exclusively by the Union to defray the costs incurred by the Union in the negotiation, administration, and implementation of the terms of this Agreement, including the representation of Employees in the processing of grievances, in the defense of disciplinary actions, in the protection and improvement of merit system rights, in any and all of the proceedings and matters or other purposes lawfully permitted for which the Union has been certified as the Employee's exclusive representative. No portion of the service fee shall be used for political purposes.
- (c) The periodic dues or service fees deducted during any pay period from the pay of the Employees pursuant to this Article shall be remitted to the Union within fourteen calendar days following each payroll deduction. Payroll deductions for Union dues and service fees will begin on the first possible payroll following the receipt of the signed Authorization Cards by the City Office of Personnel but in no case, later than three weeks following that receipt.
- (d) The designation of dues deductions or service fees pursuant to this Article shall be made on a form supplied to the Employees by the Union, which has been approved by the City.
- (e) The amount of the dues or service fees deducted shall remain the same until the Union certifies in writing to the City, over the signature of an authorized officer of the Union, that such dues and/or service fees have been lawfully changed and what the new deduction will be each pay period. The City shall be notified in writing at least one month in advance of the effective date of such a change.

- (f) The Union shall indemnify and save the City harmless of any and all claims, grievances, actions, suits and other forms of liability or damages that arise out of or by reason of the collection and disposition of the dues and/or service fees deducted under this Article as soon as they been remitted by the City to the Union.

### **ARTICLE 3 - RIGHTS OF EMPLOYEES/UNION REPRESENTATIVES**

#### **Section 3.1. - Selection of Grievance Representatives.**

The Union shall have the right to designate four (4) Employees as grievance representatives. They shall be selected in any lawful manner determined by the Union from among those actively employed by the City. The Union shall furnish the Chief of Police with a roster of local officers and grievance representatives and the Union shall promptly inform the Chief of Police in writing of any changes regarding these Union representatives.

#### **Section 3.2. - Non-Discrimination.**

The City and the Union shall not discriminate against any Employee because of race, sex, creed, religion, color, age, national origin, physical or mental handicap, occupation, marital status, political opinion, sexual orientation, personal appearance, or his membership or non-membership in the Union as it relates to the enforcement and administration of this Agreement.

#### **Section 3.3 Individual Representation**

Notwithstanding any other provision in this Agreement, an individual Employee may present a grievance at any time to the City without the intervention of the Union, provided that the Union is advised in advance of said grievance and is notified of the specific disposition of the matter, and provided further that any adjustment made shall not be inconsistent with the terms of this Agreement.

#### **Section 3.4. - Union Visitation.**

With permission of the Chief or his/her designee, representatives of the Union, which may include attorneys retained by the Union shall have reasonable access to the City premises for the purpose of conferring with grievance representatives regarding a step meeting in the grievance procedure. Such permission shall not be unreasonably withheld by the City.

#### **Section 3.5. - Union Representation.**

- (a) After giving five (5) calendar days' notice to the Chief of Police or his designee, one Union designated grievance representative shall be granted reasonable time off during working hours with pay when he is engaged in presenting a grievance under Steps 1-3 of Article 17 of this Agreement where it will not interfere with the operations of the Department.
- (b) Two Employees who are Grievance Representatives including Union President, shall be permitted to attend ERB hearings on a paid basis if held during their regular work hours.

- (c) The City reserves the right, at its option and after five days' notice to the Union, to schedule grievances during non-working hours.

**Section 3.6. – General Order Review Committee.**

The Union shall have the right to designate one Employee to serve as its representative to and attend meetings of the General Order Review Committee. Any new or revised General Order that is not reviewed by the General Orders Review Committee prior to its effective date shall be provided to the Union President or his designee, who shall have the same time as a Division Commander to respond prior to the effective date of the General Order.

**Section 3.7. - Use of Bulletin Boards Inter-Office Mail and Electronic Mail.**

- (a) The City agrees to provide bulletin boards to the Union for the purpose of allowing the Union to inform its membership of Union business. The bulletin board locations shall be in the Patrol Squad Room and Department Mail room.
- (b) Material posted by the Union shall not violate criteria generally applicable to the posting of notices on City property. The Union agrees to provide copies of all notices being posted to the Chief of Police or his designee prior to the posting.
- (c) The Union shall continue to have use of the Departmental inter-office mail system as well as electronic mail (e mail) and voice mail for bargaining unit wide distribution of Union materials for the purpose of allowing the Union to inform its membership of Union business. However, Departmental clerical staff shall not be used to place Union material in individual mailboxes. The content of communications sent by the Union via e mail and voice mail shall not violate criteria generally applicable to the posting of notices on City property. The Union agrees to provide copies of all e mail and voice mail to the Chief of Police or his designee at the time of distribution.

**Section 3.8. - Union Orientations/Briefings.**

- (a) With prior approval of the appropriate Division Commander or designee, the Union will be permitted to make presentations, of reasonable length, to departmental personnel.
- (b) During an Employee's orientation, the City Office of Human Resources will distribute information to the Employee related to Article 2 - Authorized Dues and Service Fees Deductions of this Agreement.

**ARTICLE 4 - MANAGEMENT RIGHTS**

- (a) The City shall retain the exclusive right and authority, at its discretion, to maintain the order and efficiency of the public service entrusted to it, and to operate and manage the affairs of the City and the Department in all aspects including, that provided by State law, City Charter, City Code, except where abridged by an express provision of this Agreement.

(b) The Union recognizes that the following rights, which are in no way wholly inclusive, belong to the City exclusively except where abridged by an express provision of this Agreement:

1. To determine the budget of the City and the Department, including all financial obligations and expenditures and to exercise its taxing authority;
2. To determine the ways and means to allocate funds to its various departments and projects;
3. To establish methods and procedures for fulfilling its mission;
4. To determine how and when to deploy its personnel;
5. To establish, suspend, relocate or discontinue operations, facilities, stations, and services and to furlough and reduce personnel;
6. To adopt reasonable rules, regulations and General Orders pertaining to the Department's purpose, operation, techniques, efficiency and management which are not inconsistent with the terms of this Agreement, provided that during negotiations for a collective bargaining agreement, the Union and the City shall have the right to discuss and agree upon rules, regulations and General Orders.
7. To determine the way personnel will be used to effectuate the mission to ensure the public safety;
8. To determine staffing, including, but not limited to, the use of full and part-time police officers, police officer candidates, cadets, or reserve police, and the number of such staff;
9. To suspend, demote, discharge or take disciplinary action against Employees with just cause and subject to the provisions of the Law Enforcement Officers' Bill of Rights or any amendment or successor thereto;
10. To discharge Employees it reasonably believes to be involved in a strike consistent with the provisions of the Law Enforcement Officer's Bill of Rights or any amendment or successor thereto;
11. To determine the qualifications of Employees for appointment, promotion, step increases and to set the standards of performance, appearance and conduct.

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## ARTICLE 5 - HOURS OF WORK

### **Section 5.1. Regular Work Period- General**

The Regular Work Period, Shifts and Schedule for Employees shall be as set forth in this Section:

- (a) An Employee shall be given ten (10) days' notice of any change in his/her work schedule. If a transfer occurs without a ten (10) day notice the employee is entitled to overtime for shifts worked during the timeframe. The ten (10) day notice may be waived when mutually agreed upon by the Chief of Police or designee and the affected member with notification being made to the Union. The Department shall not be required to give advance notice of a change in Regular Work Period, Shifts or Schedule of any Employee, nor shall the Employee shall be entitled to additional compensation herein as a result of the lack of notice in the event of natural disasters, acts of God, civil emergencies, or homeland security events as determined by the Chief of Police or his designee.

### **Section 5.2 - Uniform Patrol Division (Triangle Shift Plan)**

~~The Employer and the Union have agreed upon a new schedule for the Patrol Division for July 1, 2020 through June 30, 2021. This schedule is contained in a memorandum dated May 20, 2020 attached as Exhibit B to this Agreement.~~

- (a) Triangle Shift Plan. Except as provided in this Section, employees assigned to the Uniformed Patrol Division shall work the triangle shift plan. In this plan, scheduled shift work days are 8.5 hours long. On a weekly basis, Employees shall work either 34 hours or 42.5 hours. On a biweekly basis, an Employee shall work between 68 hours and 85 hours. In no event will an officer be regularly scheduled to work in excess of 170 hours in a 28-day work period. For the entire 32-week shift rotation cycle, police officers work an average of 39.8 hours a week.
- (b) The following rules shall apply for the accounting of time Employees participating in the triangle shift plans.
  - 1. For the purpose of accounting for payment of overtime as set forth by the requirements of the Fair Labor Standards Act, the designated work period for Employees shall be 28 days.
  - 2. An Employee who works scheduled shift days or takes approved leave shall be paid a base pay computed on the basis of 80 hours of work for each pay period.
  - 3. If an Employee works hours in excess of the regular shift schedule hours, the Employee shall be paid overtime at a rate of 1.5 times the regular hourly rate for the excess hours.
  - 4. If an Employee is absent without approved leave, the officer's pay shall be reduced from 80 hours by the number of hours of unauthorized absence from scheduled work.

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5. An Employee who takes approved annual or sick leave shall have his/her accumulated annual or sick leave reduced by the number of scheduled work hours the employee is absent from work.
6. If an Employee terminates employment, payroll accounting shall make a determination as to whether any adjustment in final pay is required to reflect actual hours worked up to that point in the shift schedule.
7. The workday shall include a paid meal period which must be taken within the regular scheduled shift hours. Employees participating in such meal period shall be in on duty status and subject to immediate call as determined by the demand for police service.
8. Other Employees assigned to Uniform Patrol Division who are not working in a triangle plan shall continue current practice with respect to scheduling and over time.

(c) During this Agreement, ~~The~~ the Department and the Union shall have the right to meet to discuss proposed alternative schedules to the current schedule ~~set forth in Exhibit B~~ Triangle Shift Plan. Any changes to ~~said~~ the Triangle Shift Plan shall be agreed upon by both parties prior to implementation.

Nothing herein is intended to change the schedule agreed upon by the Union and the City as set forth in the Memorandum between them dated May 20, 2020, which shall continue in effect for the duration of this Agreement

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#### **Section 5.3 K-9**

All Employees assigned as K-9 officers who are assigned K-9 duties, shall be under the same schedule as the Patrol Division in Section 5.2.

#### **Section 5.4 - Other Employees.**

- (a) All other Employees shall work a schedule that is determined by the Division Commander and/or the Chief of Police, including any current practice for scheduling such Employees on flex to minimize overtime.
- (b) The Department shall distribute the schedule to Employees.

## ARTICLE 6 - LAYOFFS AND FURLONGHS

If the City determines that it will make furloughs or reductions in force from Employees covered by this Agreement, it shall first meet with the Union to discuss the effects of such decision.

However, subject to operational needs of the Department, seniority shall be used to determine the order of layoffs.

## ARTICLE 7 - COMPENSATION

### Section 7.1. – Wage Rates and Adjustments.

- (a) The City and the Union agree to maintain a separate Pay Plan for Employees. The City has enacted at 2% Cost of Living increase retroactive to July 1, 2020, for all employees including the bargaining unit. The City has already increased the pay rates for the bargaining unit effective March 19, 2021, and it is in the process of calculating and paying the retroactive amounts to the bargaining unit. For the Fiscal Year 2021 commencing July 1, 2020, the City will not provide annual step increments or annual cost of living adjustments (COLA). The City shall meet with the Union to review the financial performance of the City and negotiate whether those results will support restoration of step increases and COLA no later than the first week of January 2021.
- (b) Salary scales for Fiscal Years 2018-2022 (July 1, 2017-2021) through 2020-2025 (June 30, 2020-2024) are as provided in Exhibit A. The salary scale effective July 1, 2017-2021 contains an increase to all pay grades and steps and will increase 53%. This increase corresponds with the elimination of the 5% City contribution to the deferred compensation effective on the same date.
- (c) The implementation date for all changes in pay that are required under this Agreement shall be the effective date provided for in this Agreement.
- (d) Employees who receive a promotion in rank shall receive the following increases in pay on the effective date of the promotion.

From Police Officer to Police Officer First Class- 5%  
From Police Officer First Class to Master Police Officer- 2.5%  
From Master Police Officer to Corporal- 2.5%  
From Corporal to Sergeant- 5%

On the effective date of the promotion, the Employee shall be placed at the step for the appropriate rank which is closest to but not less than the product of the Employee's hourly rate on the day prior to the promotion times the applicable increase.

**Section 7.2. - Salaries for Probationary Police Officers.**

- (a) Upon successful completion of the Training Academy, these Employees will be paid at the PO Step 2 rate in accordance with the applicable pay schedule in Exhibit A.
- (b) After a total of one year (12 months) of satisfactory performance, these Employees will be paid at the PO Step 3 rate in accordance with the applicable pay schedule in Exhibit A.

### **Section 7.3. - Annual Step Increments.**

In accordance with Section 7.1, for the Fiscal Year ~~2021~~2022 commencing July 1, ~~2020~~2021, the City will ~~not~~ provide annual step increments.

~~For each Fiscal Year covered by this agreement (FY 2022 through FY 2025), 2022 commencing July 1, 2021, any cost of living adjustment will be in the same amount as funded by the City Council for all city employees. For Fiscal Year 2023 commencing July 1, 2022, any cost of living adjustment will be in the same amount as funded for all city employees. For Fiscal Year 2024 commencing July 1, 2023, any cost of living adjustment will be in the same amount as funded for all city employees. For Fiscal Year 2025 commencing July 1, 2024, any cost of living adjustment will be in the same amount as funded for all city employees.~~

The specific pay increases during the term of this Agreement are as follows:

For Fiscal Year 2022 (July 1, 2021)

Existing step (3%)

2% cola

18th Step for MPO, Corporal and Sergeant; and

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For Fiscal Year 2023 (July 1, 2022)

Existing Step - 3%

2% cola

19th step for MPO, Corporal and Sergeant

And

If City total assessment of real property values net abatement rise 4.0% or more for that Fiscal Year, adjustment of one step for those listed on Attachment 1 hereto (skipped 1 step); and

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For Fiscal Year 2024 (July 1, 2023)

Existing step - 3%

2% cola

And

20th Step for MPO Corporal and Sergeant

If City total assessment of real property values net abatement rise 4.0% or more for that Fiscal Year, adjustment of one step for those listed on Attachment 2 hereto (skipped 2 steps) and

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For Fiscal Year 2025 (July 1, 2025)

Existing step – 3%

2% cola

And

If City total assessment of real property values net abatement rise 4.0% or more for that Fiscal Year, adjustment for those listed on Attachment 2 (skipped 3 steps)

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#### Section 7.3.1 Suspension of the Step Increment

~~During the Agreement, the City reserves the right to suspend all annual step increments provided for in this Agreement by decision of the City Council provided that the City suspends any step or annual increment for other City employees who are not included in the bargaining unit. This Section shall not be in effect for the duration of this 2017 Agreement.~~

#### **Section 7.4 – Acting Pay.**

When Employee assumes the duties of a higher rank in an acting capacity as a result of a request by a Divisional Commander for a period in excess of fourteen (14) consecutive days (including scheduled days off, approved holidays, approved sick leave of two (2) days or less, and approved emergency annual leave, but excluding time for which an Employee is otherwise on leave status), he/she shall receive, retroactive to the first (1st) day in such acting capacity, a rate of pay equal to the rate he/she would receive upon promotion to the acting rank, and he/she shall continue to be paid at that rate until relieved of the position by the person for whom he/she is acting, or by a superior authority, except he/she shall not receive acting pay after being on leave status for more than five (5) consecutive days, and provided further that no acting pay is authorized for any Employee who is acting in the absence of another Employee who is on extended approved leave for the purpose of Union business.

#### **Section 7.5. - Residency Bonus.**

- (a) Employees residing in the City of Greenbelt shall receive a bonus of \$250 per month from the time of their residency until their City residency ends.
- (b) The City shall continue to provide Employees \$2,000 toward purchase of home in the City of Greenbelt during the term of this agreement.

#### **Section 7.6 - Deferred Compensation**

The City shall terminate its matching contributing to the 401(a) plan. Officers may select to voluntarily contributed to the 457 plan in accordance with its terms.

#### **Section 7.7 Annual Cost of Living**

~~In accordance with Section 7.1, for the Fiscal Year 2021 commencing July 1, 2020, the City will not have provided a 2% annual cost of living adjustment. For Fiscal Year 2022 commencing July 1, 2021, any cost of living adjustment will be in the same amount as funded for all city employees. For Fiscal Year 2023 commencing July 1, 2022, any cost of living adjustment will be in the same amount as funded for all city employees. For Fiscal Year 2024 commencing July 1, 2023, any cost of living adjustment will be in the same amount as funded for all city employees. For Fiscal Year 2025 commencing July 1, 2024, any cost of living adjustment will be in the same amount as funded for all city employees.~~

#### **Section 7.8 - Fitness Indicator Test Monetary Awards**

~~The City will increase the monetary awards for achievement of scores on the fitness indicator test per the attached theper the award sheet which shall be posted and. This sheet will not be attached to the CBA, but it will remain in effect for the duration of the Agreement.~~

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## ARTICLE 8 - PROMOTIONS

The City shall observe the promotional process contained in GO 414 with an effective date of July 1, 2017, during the term of this agreement for promotions within the Unit. Provided, however, that in the event that CALEA standards with respect to promotion process change during the term of this Agreement, any such mandatory changes in the GO shall be discussed through the General Order Committee prior to implementation by the City.

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## ARTICLE 9 - PREMIUM PAY

### Section 9.1 – Overtime/Compensatory Time.

- (a) For purposes of computing overtime, previously approved paid leave and under current practice, sick leave, shall be treated as time worked.
- (b) Compensatory time:
  - 1. Employees have the option to receive overtime compensation in the form of compensatory time off with pay at the rate of time-and-one-half the amount of time worked in an overtime status in lieu of paid overtime.
  - 2. The option to earn compensatory time in lieu of paid overtime will be exercised by completing the “compensatory time” portion at the time an overtime slip is submitted.
  - 3. An Employee may accrue at any given time up to a total of 120 hours of unused compensatory time, and carry over this amount from one year to another. If an employee is due to be paid compensatory time in excess of 120 hours, the Employee will be paid the excess in the next paycheck after the Employee exceeds 120 hours accrued.
  - 4. Scheduling of the use of compensatory time shall be undertaken pursuant to the policies and procedures of the Department.
  - 5. Upon termination of employment for any reason, any unused accrued compensatory time will be paid out at the Employee's regular hourly rate of pay.
- (c) For purposes of computing overtime or other premium pay under Section 9, answering the telephone while off duty-duty to participate in a mandatory readiness call out exercise shall not be treated as compensable time.

### Section 9.2. - Shift Differential.

Employees shall receive a shift differential of \$1.50 for all hours worked between 7:00 pm and 7:00 am.

### Section 9.3 – On Call Pay.

Employees who are placed in an on call status shall be compensated as follows:~~at the rate of Five Dollars (\$ 5.00) per day that the Employee is actually on call.~~  
\$20 per day for the primary detective on duty as scheduled by the SOD commander or designee.

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\$10 per day for the back up on call detective as scheduled by the SOD Commander or designee.

\$10 per day for the primary evidence officer as scheduled by the SOD Commander or designee.

\$5 per day for any other unit as determined by the Chief of Police.

#### **Section 9.4 - Call-in-Pay.**

Employees called into work outside their regular shift shall receive a minimum of three hours pay at time and one-half (premium pay). Pay shall start immediately upon notification of an immediate call-in. In the case of a delayed response, or advance notice of the call-in, the Employee's pay shall start 30 minutes prior to the designated arrival time. Call in pay shall be in addition to and shall not be offset by On-call pay. Guaranteed minimum hours which are not worked but which occur during the shift differential time shall be subject to payment of the shift differential. Employees who receive and answer work-related calls, messages and/or texts outside of their regular shift shall be compensated for a minimum of 30 minutes at their time and one-half (premium pay) rate of pay provided that the on-duty supervisor approved the call, message or text message

#### **Section 9.5. - Court Time.**

- (a) When an Employee is required to attend a work related court, a work related MVA hearing, or summoned to a location to give a work related deposition on his/her non-scheduled working hours, compensation will be at a minimum of three hours at the overtime rate.
- (b) When an Employee is required to meet with the State's Attorney or his/her Assistant State's Attorney or the U.S. Attorney or the Assistant U.S. Attorney outside of their work hours, and such meeting has been pre-approved by the Chief of Police or his/her designee, the Employee shall be compensated for a minimum of three hours at the overtime rate. In the event that this court preparation minimum time overlaps with a scheduled court time, only one minimum will apply.

#### **Section 9.6. - Field Training Officer Compensation.**

Employees who are assigned a recruit and/or lateral officer and perform Field Training of such recruit and/or lateral officer for six hours or more in a single day will receive ~~\$50.00~~\$75.00 per day. Employees who perform training less than six hours per day will receive no compensation, except as otherwise determined by the Department in its discretion.

#### **Section 9.7 - Canine Pay.**

The premium pay described in this section will apply to Employees certified as K-9 Officers who are assigned and perform K-9 duties.

- (a) Except as provided below, on each workday, K-9 Officers shall be paid, in addition to their regular pay and any premium pay earned, 60 minutes of overtime pay, at time and one half, based on the prevailing state rate of minimum wage, as compensation for transporting, feeding, grooming, exercising and otherwise caring for the dog;
- (b) On each non-workday, K-9 Officers shall be paid 60 minutes of overtime pay, at time and one half based, on the prevailing state rate of minimum wage, as compensation for feeding, grooming, exercising and otherwise caring for the dog;
- (c) On a paid leave day, K-9 Officers shall be paid 60 minutes of overtime pay, at time and one half, based on the prevailing state rate of minimum wage, as compensation for feeding, grooming, exercising and otherwise caring for the dog, unless the dog is kenneled at a commercial kennel away from the K-9 Officer's residence.
- (d) On an unpaid leave day, K-9 Officers shall be paid 60 minutes of overtime pay, at time and one half, based on the prevailing state rate of minimum wage, as compensation for feeding, grooming, exercising and otherwise caring for the dog, unless the dog is kenneled at a commercial kennel away from the K-9 Officer's residence.

**Section 9.8 - Clothing and Uniform Allowance, Issue and Authorized Wear.**

- (a) The City will provide an annual clothing allowance in the amount of Six Hundred dollars (\$600) to be paid annually for full-time plain clothes Employees. This amount shall be paid in the pay period which includes September 1 of each year of the Agreement. This amount shall be paid on a date to be determined by the City but not later than September 1 of each year of the Agreement. Provided, however, that such allowance shall be paid to an officer who is transferred to full-time plain clothes assignment within sixty (60) calendar days of the transfer ( the "initial allowance"). In no event shall the City be required to pay the initial allowance and the annual allowance to an Employee in the same calendar year.
- (b) The City will continue to provide all uniforms and equipment to Employees in accordance with department policies in effect as of the date of this agreement.
- (c) The City will also continue its policy of providing uniform and clothing cleaning services for Employees. All Employees may use the City's cleaning services for civilian clothes worn to court appearances, MVA Hearings, meetings with the State's Attorney's Office or the U.S. Attorney's Office, Department sanctioned training events or while assigned to an authorized plain clothes detail.
- (d) Employees assigned to a light duty assignment by virtue of a medical condition, illness or injury will be eligible to use the City cleaning service for civilian clothes worn during the period of light duty.

**Section 9.9. - No Duplication or Pyramiding of Premium Pay.**

There shall be no duplication or pyramiding in the computation of overtime or other premium wages and nothing in this agreement shall be construed to require the payment of overtime more than once for the same hours worked. If more than one of the provisions of this article shall be applicable to any time worked by an Employee, the Employee shall be paid for such time at the highest rate specified in any one applicable Article or Section, but the Employee shall not be entitled to additional pay for such time under any other section. This Section shall not apply to specialty pay. The prohibition on duplication and pyramiding in this Section shall not apply to the payment of shift differential for overtime hours worked during the times in which shift differential under Section 9.2 applies.

**Section 9.10. - Specialty Pay.**

(a) Employees who are assigned to the following additional job responsibilities will be entitled to specialty pay at the following rates:

1. ~~\$500.00~~\$750.00 annually to Employees assigned to the position of K-9 Trainer.
2. ~~\$500.00~~\$750.00 annually to Employees assigned as Hostage Negotiators and Employees assigned to Emergency Response Unit.
3. ~~\$500.00~~\$750.00 annually to Employees assigned as Drug Recognition Experts (DRE's).
4. ~~\$500.00~~\$750.00 annually to Employees assigned to the Department's Honor Guard.
5. ~~\$500.00~~\$750.00 annually to Employees assigned as Intoximeter Operators.
6. ~~\$500.00~~\$750.00 annually to Employees assigned to the Collision Analysts Unit.
7. ~~\$500.00~~\$750.00 annually to Employees assigned as Commercial Motor Vehicle Inspectors.
8. ~~\$500.00~~\$750.00 annually to Employees assigned to the Homeland Security Coordination Unit.
9. ~~\$500.00~~\$750.00 annually to Employees assigned and certified as Maryland Police Training Commission General Instructors, Defensive Tactics Instructors or Range Instructors. (Employees must have conducted in-service training or serve as range instructors during the prior calendar year in order to be eligible for specialty pay).
10. ~~\$500.00~~\$750.00 annually to Employees who test fluent in language(s) designated by the Chief of Police. The criteria for fluency and frequency of required requalification as determined by the Chief of Police will be predicated on a state, regional or national evaluation instrument or standard developed by an institution of higher education. To be eligible for an annual payment, Employees must be

employed by the City and have satisfied the criteria for fluency/requalification within six (6) months of September 1.

12. ~~\$500.00~~\$750.00 annually to Employees assigned to the Patrol Division who are assigned and certified as Evidence Technicians.
13. ~~\$500.00~~\$750.00 annually to Employees assigned as Fitness Instructors.
14. ~~\$500.00~~\$750.00 annually to Employees certified to install child safety seats.

(b) This benefit has a maximum annual payout of \$33,000.00.

(c) Employees who qualify for more than one specialty pay award under this Section 9.10 may receive up to ~~\$1,500.00~~\$750.00 per specialty for the first two awards annually. ~~The Third third~~ awards will be prorated using a formula of dividing the number of eligible employees by the remaining funds available. However, the third award shall not exceed ~~\$750.00~~\$750.00.

~~**Example:** The Department issues 61 40 awards of \$500750.00 to eligible employees for their first and second specialty duties. This equates to \$30,500000.00 of the funding available for this benefit. If eight employees are eligible for a third award from the remaining \$2,5003,000.00, the amount is derived by dividing 8 into the remaining funds equating to a value of \$312.50375.00. Thus, employees eligible under this scenario for three awards would receive \$1,312.501875.00.~~

(d) The Chief may, at his discretion, create additional Specialty Pay categories at ~~\$500.00~~\$750.00.

(e) Employees who have served in a specialty assignment set forth in this Section for the previous 12 consecutive months as of August 31 shall receive Specialty Pay. Specialty Pay shall be paid on a date to be determined by the City but not later than September 1 of each year of this Agreement. As used herein the term “served in” shall include authorized time off under a provision of the Agreement, absence for injury on duty, absence for FMLA leave and any non-disciplinary administrative suspension.

#### **Section 9.12. - City Closing.**

- (a) When the City closes its offices on a business day due to inclement weather or other similar natural disasters, an Employee who is required to work on said day(s) shall be paid at time and one half his/her regular hourly rate for all hours worked on said day(s).
- (b) Work under this section may potentially be performed outside of normal business hours. If the decision to close City offices is made after the event has begun, subsection (a) of this section may be made retroactive at the discretion of the City, and if retroactive, hours worked either before or after normal business hours shall be paid in accordance with subsection (a) of this section.

#### **ARTICLE 10 - WORK ASSIGNMENTS**

- (a) The City agrees to provide the Union with all of its criteria for the selection of personnel for work assignments.
- (b) The City agrees to post notices of permanent transfer opportunities including specialty units within the Patrol Division for a period of ten calendar days except in cases of an emergency. Notices will be posted in writing on the designated bulletin board in the Department facility, as well as e-mail notification. In addition to selecting personnel for the advertised vacancy(ies), the list may be used for additional vacancies in the same positions for a period of forty-five days.

## **ARTICLE 11 - SECONDARY EMPLOYMENT**

An Employee may work in secondary employment under the terms of G.O 401 effective date July 1, 2020, subject to reasonable regulations established by the Chief of Police and pursuant to the Law Enforcement Officers' Bill of Rights ("LEOBR"). Such GO shall remain in effect during the term of this Agreement. Provided, however, that in the event that CALEA standards with respect to secondary employment change during the term of this Agreement, any such mandatory changes in the GO shall be discussed through the General Order Committee prior to implementation by the City.

## **ARTICLE 12 - LEAVE**

Employees shall be entitled to the following types of leave:

### **Section 12.1. - Holidays.**

- (a) All Employees shall be entitled to the following paid holidays:

|                                                            |                                    |
|------------------------------------------------------------|------------------------------------|
| January 1                                                  | New Year's Day                     |
| 3 <sup>rd</sup> Monday in January                          | Martin Luther King, Jr.'s Birthday |
| 3 <sup>rd</sup> Monday in February                         | President's Day                    |
| Last Monday in May                                         | Memorial Day                       |
| <a href="#"><u>Juneteenth</u></a>                          |                                    |
| July 4                                                     | Independence Day                   |
| 1 <sup>st</sup> Monday in September                        | Labor Day                          |
| November 11                                                | Veteran's Day                      |
| 4 <sup>th</sup> Thursday in November<br>& following Friday | Thanksgiving Day & Day After       |
| December 25                                                | Christmas Day                      |

**Employee Appreciation Day**- All Employees shall be granted a holiday each fiscal year in appreciation of their service to the City. It may be taken on a day of the Employee's choosing, with the approval of the Department. If the Employee does not take the Employee Appreciation Day, the holiday does not carry over to the following fiscal year.

- (b) Except as set forth in this subsection, the Date set by City ordinance shall be the date on which the holiday is observed. Employees scheduled to work other than a normal work week, the date set by ordinance shall be the date of the holiday. (Example: If a holiday falls on a Saturday, and most Employees therefore have the preceding Friday off, for these Employees the holiday will still be counted as being on Saturday). If a holiday falls on an Employee's scheduled day off, the Employee's scheduled work day nearest to the date of the holiday shall be treated as the holiday. If the date of a holiday falls midway between scheduled work days, the date of the holiday shall be the work day preceding the holiday.
- (c) Holiday pay shall not be paid when an Employee is on approved leave of absence without pay or when an Employee is directed to report to work and fails to do so.

**Section 12.2. - Annual Leave.**

- (a) The City shall accrue, pay and carryover annual leave in accordance with COPAR Chapter 4 (III), as of the date of this agreement for the duration of its term.
- (b) All use of annual leave requires prior supervisory approval. Written requests for scheduling leave should be submitted in accordance with departmental procedures as far in advance as possible. Approval will be based on staffing needs and seniority, where practical, consistent with the current practice.
- (c) Upon termination of employment for any reason, an Employee shall be paid for any accumulated annual leave and accumulated compensatory time based on the Employee's hourly rate at termination date.
- (d) On an annual basis, Employees who meet the following requirements will be eligible to sell back to the City up to 30 hours of annual leave:
  - 1. The Employee must have evaluation scores of at least 3 (consistently meets expectations) on each of the applicable rating components in the immediately preceding written performance evaluation.
  - 2. The Employee is not in a new hire probationary status.
  - 3. The Employee has received no formal written reprimands or formal discipline during the preceding calendar year.
  - 4. The Employee has taken no more than five (5) days of sick leave in the last calendar year.
    - i. This condition may be waived if the absence has been appropriately justified by the Chief of Police and verified by the Human Resource Officer to have included a major personal or family illness.
    - ii. Every hour over 40 hours used for sick leave, reduces by one (1) hour the amount of annual leave which can be sold back.
    - iii. Individual determination on requested waivers will be made on a final, non-precedent setting, case-by-case basis by the City Manager.
  - 5. The Employee has used at least ten (10) days (or eighty hours) of authorized leave (annual or compensatory) in the preceding calendar year.

In the first year of the Agreement The City shall eliminate the leave sell back in this Section for Employees. Thereafter, in each fiscal year of this Agreement the City shall have the right to reduce, suspend or eliminate the leave sell back in this Section by action of City

Council, provided that the City takes the same action with respect to the sell back to non-bargaining unit employees.

**Section 12.3. – Special Holiday.**

Employees shall receive a Special Holiday to the extent that such is granted by the City Council to all other Employees of the City.

**Section 12.4 – Sick Leave.**

The City shall accrue, pay and carryover sick leave in accordance with COPAR Chapter 4 (IV) as of the date of this agreement for the duration of its terms.

- (a) Authorization - When an Employee calls in sick leave, he/she shall be required to notify communications dispatcher for each day of such absence.
- (b) Limitations – Sick leave may be used for the incapacitating illness of an Employee, the Employee's spouse or the Employee's minor child residing in the Employee's household.
- (c) Sick leave may be taken in periods of one half (1/2) hour or more.
- (d) When an Employee uses sick leave in excess of three or more consecutive days, upon return to work, he/she must, if requested by a supervisor, submit a certificate from the treating physician or licensed practitioner, which describes the dates of treatment, and a release to return to work outlining any applicable work restrictions. Failure to provide the documentation required by the City may result in a denial of paid leave. If sick leave abuse is suspected, the Employee may be notified that a doctor's certificate will be required for future absences of less than three days.
- (e) Sick leave may be used for medical/dental/optical appointments; to the extent such appointments cannot be scheduled during non-working hours.
- (f) Sick leave may be carried over from one Fiscal year to the next with no maximum carry over limitation.
- (g) Except as otherwise provided in this Section, Employees who leave employment other than retirement from active service in the Unit shall not be paid for accumulated sick leave.
- (h) When an Employee retires from active service in the Unit, unused sick leave may be credited towards retirement/pension service in accordance with regulations established by the Maryland State Retirement System, Law Enforcement Officers Pension System (LEOPS).
- (i) Employees shall not abuse sick leave.



#### **Section 12.5. – Sick Leave Donation.**

An Employee may donate up to 40 hours to a Leave Bank established at the discretion of the Personnel Officer for donation to any City Employee. Before an Employee is eligible for donation of leave from an established leave bank, he/she must exhaust all sick, compensatory, and annual leave.

#### **Section 12.6. – Workers' Compensation Leave.**

- (a) **Eligibility** - An Employee is eligible for Workers' Compensation leave if an injury or disease which causes the Employee to be disabled is compensable under Maryland Workers' Compensation Law; the Employee is completely unable to work at his/her regular or modified duty job; and their inability to work is supported by sufficient medical evidence. Under certain circumstances described in this document, Employees may be eligible for Workers' Compensation leave for medical appointments.
- (b) **Lost Time** - Authorization for all lost time shall be determined by the City, based on medical substantiation and State Law. An Employee who suffers a compensable work related injury or illness will receive full pay during the period of disability to a maximum of 12 months from the date of injury, if the Employee is evaluated by a City approved medical provider. Employees electing not to be evaluated by a City approved medical provider shall receive benefits, if applicable, at the rate established under Maryland Workers' Compensation Law.
  - 1. In the event that the evaluations of the City approved medical provider and the Employee's physician are conflicting, an independent evaluation may be requested by the Employee. The physician conducting the independent evaluation will be selected based on a mutual agreement of the parties. The cost of the independent medical evaluation shall be paid by the City. If the independent physician concurs with the opinion of the Employee's doctor, the Employee shall receive full salary for periods of authorized lost time up to 12 months from the date of injury, subject to all other provisions of Maryland Workers' Compensation Law. If the independent physician concurs with the opinion of the City approved medical provider that the Employee can return to work, no benefits shall be payable.
  - 2. If at any time during the course of the claim the City refers the Employee for an independent medical exam in accordance with Maryland Workers' Compensation Law, the provision allowing for a third opinion will not apply.
  - 3. Department payroll shall be reimbursed from the IWIF or the Workers Compensation insurer, if applicable, for lost time in amounts equal to the benefits payable to the Employee under Maryland Workers' Compensation Law.
- (c) **Continuation of Other Benefits** - During the period for which an Employee is receiving Workers' Compensation benefits, the Employee shall continue to participate in all Medical

Insurance and Life Insurance programs and Retirement Fund contributions as if the Employee were on the job.

- (d) **Use of Accrued Leave** - If the Employee's Workers' Compensation payments are not paid or are suspended for any reason, the Employee may elect to use available annual or sick leave with the approval of his/her Division Commander, as long as the usual requirements for such leave are met.
- (e) **Light Duty**- The provisions of General Order 304 with an effective date of July 1, 2020 shall be in effect for the duration of this Agreement and shall govern the availability and eligibility for temporary light duty positions. If the department fails to provide modified duty during the time it is medically necessary, the Employee shall not be obligated to accept an alternative modified position outside of the Employee's department.
- (f) **Medical Appointments** - Administrative Leave shall be granted to an Employee for time spent being examined by a physician or other examiner at the request of the City or its insurer.

#### **Section 12.7. - Jury Leave.**

- (a) **Rate** - When required to report for jury duty, an Employee will receive full pay for the days needed to serve.
- (b) **Authorization** - Immediately upon receipt of a notice, an Employee must provide his/her immediate supervisor with a copy of the notice.
- (c) **Limitations** - If not required to serve as a juror on a particular day, the Employee must immediately contact his/her supervisor to determine when next to report for work.
- (d) Any payment received as a juror may be retained in addition to regular salary.

#### **Section 12.8 - Military Leave.**

The City shall observe applicable State and Federal Law in providing Military leave for Employees.

#### **Section 12.9 - Bereavement Leave.**

In the event of a death in the immediate family of a classified service employee, the Personnel Officer will consider up to 40 hours leave with pay to the employee. The immediate family includes spouse, children, parents, brother, sister, including step parents, step children, step brother, step sister, mother-in-law, father-in-law, grandparents, grandchildren, domestic partners or other relatives residing in the household. Domestic partners are defined as an employee's unmarried partner, whether of the same or opposite sex, when the partners meet the criteria as stated under the Domestic Partner Benefits Policy. Such leave will be considered at the request of the employee and may be subject to valid proof, for the period including the date of death and the

day after the burial. Such leave will not be deducted from any other leave earned by the employee. Leave for other relatives and friends must be charged to annual leave or leave without pay.

**Section 12.10. - Union Leave Bank.**

- (a) The Union shall continue to administer the FOP Leave Bank of donated leave for the purpose of providing additional paid time to conduct Union business. The Union must provide to the City a signed authorization form to deduct annual leave from the accruals of donating members.
- (b) The City will accept a form (provided by the Union) signed by Employees and other Union members authorizing the automatic deduction of annual leave for credit into the Union leave bank. Such authorization shall remain in effect until revoked by the Employee or Union member.

**Section 12.11. - Leave for Negotiations.**

Six members of FOP Lodge 32, selected by the FOP, will be granted leave with pay for the purpose of negotiating a collective bargaining agreement with the City for attendance at those bargaining sessions conducted during their normal working hours. The bargaining sessions shall be deemed to include time before and after each session to be utilized for meetings among the Unions bargaining representatives.

**Section 12.12. - Family and Medical Leave.**

All Employees shall be entitled to the Family and Medical Leave Benefits as set forth in COPAR, as of the date of this Agreement for the duration of this Agreement.

**Section 12.13 - Election Day Leave.**

At the discretion of the Employee's immediate supervisor, administrative leave up to two hours may be granted any Employee for the purpose of voting in any municipal, county, state or federal election.

## ARTICLE 13 - INSURANCE

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### **Section 13.1. – Group Health, Dental and Prescription Drug Insurance.**

- (a) All Employees covered by this Agreement shall be eligible to participate in the group Health, Prescription Drug and Dental plans selected by the City or in a health maintenance organization in accordance with federal regulations.
- (b) The City and Employees shall contribute 80% and 20% respectively of the total premium costs (“contribution rates”) for participation in the group health plan, selected by the City as the base Plan for all employees of the City. The City and the Employees shall contribute 80% and 20% respectively of the contribution rates for participation in the City’s Prescription Drug Plan and 80% and 20% respectively of the contribution rates respectively for participation in the City’s Group Dental Plans. This shall apply to such coverage that the Employee is eligible for and elects. In each year of the Agreement, the City reserves the right to change the respective contribution rates in all plans it offers to match contribution rates for non-bargaining unit employees.
- (c) The City agrees to include the Union on any administrative committee formed to study Health Care Insurance Costs and services.

### **Section 13.2. Medical Reimbursement Plan**

- (a) The City shall reimburse classified Employees for up to \$300 for no-insurance or single employee coverage and up to \$600 for employee plus one and family coverage within each fiscal year.
- (b) Qualifying medical expenses include fees of physicians, surgeons, optometrists, psychiatrists, psychologists, dentist and other health professionals, cost of prescription drugs, prescribed medical equipment and supplies, prescription eyeglasses and hearing aids. The cost of the medical expense must be that of the Employee or Employee’s family and not paid for or reimbursed by any other health benefit plan or insurance. The plan document provides a complete listing of qualifying medical expenses.
- (c) Employees must file with the Human Resources Office requests for medical reimbursements for a particular fiscal year prior to June 30 of that fiscal year and must document such expenses with paid receipts, canceled checks, etc.
- (d) A new Employee has immediate entitlement to the \$200 medical reimbursement benefit (i.e. does not have to go through a probationary period). Any reimbursement must be for medical expenses incurred only during the time of the Employee’s employment with the City.

**Section 13.3. - Life Insurance.**

- (a) The City shall provide, at no cost to the Employee, Basic Group Life Insurance coverage in an amount equal to fifty thousand dollars (\$50,000) in coverage.
- (b) The City shall provide additional Group Life Insurance coverage to the Employee, at the Employee's expense, to the same extent and the same cost as the City provides to all other City Employees.

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#### **Section 13.4. – Disability Insurance.**

The City shall provide all Employees with a temporary disability benefits plan as set forth in Chapter 5 of COPAR as of the date of this Agreement for the duration of this Agreement. The plan shall be provided at no cost to the Employee.

#### **Section 13.5. – Liability Insurance.**

For the term of this agreement, the City shall use its best efforts to continue current liability insurance for actions of the Employees at no cost to the Employees. In the event that such coverage is changed or cancelled, the City shall notify the Employees and the Union.

### **ARTICLE 14 - DEATH BENEFITS**

- (a) In the event of the death of an Employee, the City will continue its present policy of paying to the appropriate beneficiary, in accordance with the law, all unused compensatory time, accumulated annual leave and all accrued wages due.
- (b) In the event of the death of an Employee in the line of duty, the City will pay to the Employee's appropriate beneficiary, a lump sum payment of Fifty thousand dollars (\$50,000) in addition to all other benefits presently payable to such beneficiary. Line-of-duty shall be defined by the Chief of Police. This payment shall not be considered as wages, and the amount shall be paid as soon as practicable..

### **ARTICLE 15 - TRADING OF SHIFTS**

- (a) Employees shall be authorized to trade shifts in accordance with the following procedures:
  - 1. Trading of shifts is defined as the trading of whole shifts or a portion of any shift.
  - 2. Within the Patrol Division, Employees may trade shifts with any other Employee.
  - 3. Employees in the Criminal Investigations Unit may only trade shifts with Employees in their own unit.
  - 4. All other Employees may only trade shifts with Employees in their assigned sections.
- (b) The trading of shifts must have prior approval of the unit level supervisor of the Employee who is not originally scheduled to work on the day of the trade. A supervisor or the Department may disapprove a trade of shifts if that trade is judged to have an adverse impact on departmental operations or overtime.
- (c) The trading of shifts does not negate the responsibility of both individuals to comply with all established rules and regulations.

## ARTICLE 16 - TUITION ASSISTANCE

The City will provide tuition reimbursement to Employees who are enrolled in a work--related degree program at an accredited University or College. An Employee shall be reimbursed at a rate equal to the rate at the University of Maryland for 6-18 undergraduate credit hours per year, not to exceed the value of \$20,000 per year cumulatively for all Employees participating. Current City rules regarding approval and course grades shall apply. Employees who leave employment with the City in less than 4 years after completion of a course or courses shall be required to reimburse the City on a pro-rata basis for the paid amounts. The preceding reimbursement section shall not apply to an Employee that retire on a disability retirement as determined by LEOPS.

## ARTICLE 17 - GRIEVANCE PROCEDURE

### **Section 17.1. - Scope.**

This Article sets forth a grievance procedure which shall apply and be limited to grievances as defined in the City of Greenbelt Labor Code. The grievance procedures set forth herein shall be unavailable for disciplinary matters (which are governed by the Maryland State Law Enforcement Officers Bill of Rights).

### **Section 17.2. - Election of Remedies.**

As an alternative to the grievance procedures set forth in this Article for non-disciplinary matters, an Employee may use the grievance procedure provided by Greenbelt City Code.

### **Section 17.3. - Time Limitations and General.**

- (a) A grievance covered by this Article must be presented promptly by the aggrieved Employee within 10 business days after it arises and be processed in accordance with the following steps, time limits, and conditions. The parties recognize that the prompt settlement of grievances is important to a sound and harmonious relationship between the Union, the City, and the Employees.
- (b) All grievances, except Class Action Grievances, shall be presented at the first step of this grievance procedure by the aggrieved Employee(s) or the Union within the time limitations contained herein or they shall be considered waived.
- (c) The time limits prescribed herein may be waived by mutual agreement, in writing, by the parties hereto. A grievance not appealed within the time limits herein set forth shall be considered withdrawn on the basis of the answer provided by the City at the last step of the procedure utilized by the Union or the Employee, which answer shall be final and binding upon the aggrieved Employee or the Union. If the City fails to give its answer to a grievance within the time limits set forth in any step, the Union and/or Employee may appeal the grievance to the next step at the expiration of such time limit.

- (d) The parties may, by mutual written agreement, waive certain steps and/or extend stated time frames. Such mutual agreement shall be reduced to writing and signed by the parties prior to the expiration of said time frames. In no event may waiver or extension of any time limit hereunder for presentation or appeal be implied by any action or inaction of the City or the Union.
- (e) In the event a decision made by the Chief of Police is grieved by an affected Employee, the first step of the grievance process will be bypassed and the grievance proceedings will start at Step 2.
- (f) Should a grievance affect two or more Employees, the Union or the Employees affected may elect to file a Class Action Grievance. A Class Action Grievance is intended to consolidate the same type grievances in order to facilitate the resolution of a grievance. A Class Action Grievance shall be presented at step 2 of the grievance procedure.
- (g) Nothing herein shall prevent the parties from agreeing to start a particular grievance at a particular step or from accelerating a particular grievance to a particular step.
- (h) Neither the Employee(s), nor the Union nor the City shall have any substantive ex-parte communications with the Employee Relations Board regarding a pending grievance.
- (i) The aggrieved Employee shall not be denied the right to be represented by and to have an Employee who is an appointed grievance representative by the Union and/or legal counsel present during any Step meeting of the Grievance procedure.

#### **Section 17.4. - Procedural Steps.**

##### **Step 1**

The aggrieved Employee or the Union will submit his/her grievance in writing on the approved grievance form or other written document to the Division Commander. The Division Commander or his/her designee shall schedule a meeting to discuss the grievance within seven calendar days of receipt of the grievance form and shall reply to the Employee and/or Union, in writing, within seven calendar days after the meeting.

##### **Step 2**

In the event that the Division Commander's decision is not satisfactory to the Employee or the Union, the Employee or the Union may, within seven calendar days from receipt of the decision at Step 1, present the grievance form to the Chief of Police. The Chief of Police shall schedule a meeting with the Employee and/or the Union within fourteen calendar days after receipt of the grievance. The Chief of Police or his or her designee shall reply to the Employee and/or Union within fourteen calendar days after the meeting.



### **Step 3**

In the event that the decision of the Chief of Police is not satisfactory to the Employee or the Union, the Employee or the Union may, within seven calendar days from receipt of the decision at Step 2, present the grievance form to the City Clerk for date and time stamping and delivery to the City Manager who shall schedule a meeting with the Employee and/or the Union within fourteen calendar days after receipt of the grievance. The City Manager shall reply to the Employee and/or Union within fourteen calendar days after the meeting.

### **Step 4**

- (a) Any grievance that has been properly processed through the above procedure and has not been settled at Step 3 may, at the request of the Union or the Employee, be appealed to the Employee Relations Board.
- (b) The Union or the Employee shall serve written notice of its intention to proceed to the Employee Relations Board to the City Clerk within fourteen calendar days of receipt of the City Manager's decision at Step 3.
- (c) The Employee Relations Board shall have the right to engage one or more professional neutral persons to serve as a hearing officer, fact finder and to make recommendations concerning the grievance.
- (d) The Employee Relations Board shall have no authority to amend, alter or modify any provision of this Agreement or to limit, diminish or in any manner interfere with the authority of the City and its administration as provided by State Law and/or City Charter.
- (e) The written decision of the Employee Relations Board shall be rendered within 30 days after the hearing and shall be final and binding upon the aggrieved Employee, the Union, and the City.
- (f) The cost of presenting or defending the grievance to the Employee Relations Board shall be borne by the side incurring the expense.
- (g) The Employee Relations Board shall meet to hear grievances which are at the Employee Relations Board step three times per year at dates specified on or before the beginning of the calendar year, excluding summer months of June, July, and August. Grievances which shall be heard on a specific date shall be those which have proceeded to Step 4 no later than 30 days before that scheduled Employee Relations Board hearing date.

### **Section 17.5. - Other Conditions.**

If an Employee is given a directive by a supervisory authority, which he/she believes to be in conflict with a provision of this Agreement, the Employee shall comply with the directive at the time it is given and thereafter may exercise his/her right to grieve the matter. The Employee's

compliance with such directive will not prejudice the Employee's right to file a grievance, nor will his/her compliance affect the resolution of the grievance.

## ARTICLE 18 - L.E.O.B.R. DISCIPLINARY PROCEDURES

### Section 18.1. Administrative Discovery.

- (a) ~~Employees proceeding to a hearing will receive the complete investigatory file as defined in the LEOBR, Public Safety Article, Sections 3-101 thru 3-502 at least 30 days in advance of the hearing.~~
- (b) ~~The City will provide copies of statements that have already been transcribed.~~

### Section 18.2. Composition of Trial Boards.

**Trial Boards:** ~~The following shall be the procedure in the event that charged officer has not been offered summary punishment as defined in Section 3-111 of the Annotated Code of Maryland Public Safety Article (LEOBR):~~

- ~~1. The Chief of Police shall appoint a three (3) member board, selected from law enforcement officers from accredited agencies.~~
- ~~2. The board shall consist of a Chairperson who holds the rank of a command level officer, and one member of equal rank to the charged officer. The third member of the board shall be a sworn officer of the rank of Sergeant or above.~~
- ~~3. The charged officer shall be entitled to strike two (2) of the board, excluding the Chairperson. A strike must be executed in writing within five working (5) days (excluding Saturday, Sunday and City Holidays) of the charged employee's receipt of written notice of the identification of the members of the boards. In the event that the charged officer strikes one of the appointed members, the Chief shall appoint a replacement board member.~~
- ~~4. Trial Boards shall be scheduled no sooner than thirty (30) calendar days from the date the charged officer receives the investigatory file and the charges, unless an earlier date is mutually agreed upon by the Department and charged officer.~~

~~Delete all language pertaining to provisions of LEOBR as currently enacted.~~

~~LEOBR shall not be a contractual right. It is understood and agreed that the LEOBR rights are those set out in Maryland law in effect at the commencement of this Agreement. When LEOBR is mentioned in the Agreement, it shall be understood that the reference is to the current law and those changes in such law which are enacted into law by the Maryland Legislature and either signed by the Governor, or becomes law as a result of the Legislature overriding the Governor's veto at any time during the term of this Agreement.~~

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## **ARTICLE 19 - PERSONNEL FILES**

### **Section 19.1. - Employee Access.**

The City shall permit inspection of an Employee's personnel file as provided by law. All personnel records shall be treated as confidential information. Employees with or without Union representation shall have access to their individual personnel files by prior appointment with the Human Resources Officer. All items contained in such file shall be available for review and copy with the exception of outside confidential references relating to original employment or promotion.

### **Section 19.2. - Removal of Information.**

~~In accordance with LEOBR, any correspondence related to disciplinary action may be removed from the Employee's personnel file if requested in writing by the Employee, provided three years have elapsed since the most recent entry. This decision shall be made by the Chief of Police.~~

### **Section 19.3. - Employee Additions.**

Employees shall have the right to respond in writing to any information contained in their personnel file, which will be kept in said file.

## **ARTICLE 20 - REFERRAL SERVICES**

The City has adopted a City-wide Employee Assistance Program involving assessment and referral for counseling and treatment of alcoholism. Alcoholism will be recognized and treated as a disease. Employees suffering from alcoholism will be afforded the opportunity for counseling and rehabilitation through this City program. Alcohol related Employee infractions may be subject to disciplinary action whether or not the Employee participates in the Employee Assistance Program. The City shall maintain confidentiality with respect to all Employees who make use of the program. Employees may be referred for assistance services by the City or may request the City to refer them for such services.

## **ARTICLE 21 - TAKE HOME VEHICLE**

### **Section 21.1 General Order.**

General Order 404 - Take Home Cruiser Program with an effective date of July 1, 2020, shall be in effect during the term of this Agreement as modified by this Article.

- (a) Basic Eligibility- An Employee shall be eligible for a take home vehicle after successful completion of Field Training.

- (b) Employees who reside within the City limits and Employees who reside within 20 air miles of the intersection of Md. Routes 193 and 201 (the “Centerpoint”) shall be provided a take home vehicle. Such Employees shall not have any restrictions on use of the take home vehicle within a 40 mile range of the Centerpoint and there shall be no amount deducted from pay of such Employees for use of the take home vehicle.
- (c) Employees who reside within 20 air miles of the Centerpoint but outside of Prince George’s County, and inside the State of Maryland shall be provided a take home vehicle. Such Employees shall not have any restrictions on the use of the take home vehicle within 40 miles of the Centerpoint. Such Employees shall have \$25 per pay deducted to offset the cost of the take home vehicle.
- (d) Employees who reside within 40 air miles of the Centerpoint and inside the State of Maryland shall be provided a take home vehicle. The use of the take home vehicle shall be restricted to travel to and from City employment, except as provided in subsection of this Article. Such Employees shall have \$60 per pay deducted to offset the cost of the take home vehicle.
- (e) Employees who do not qualify under any of the above categories on the date of this Agreement but who, as of the date of this Agreement have been provided a take home vehicle shall continue to be provided a take home vehicle. Provided, however, such Employee shall lose the availability of a take home vehicle when 1) the Employee moves his/her residence further away from the Centerpoint than his/her current residence, or 2) the Employee changes duties to a position which does not qualify for a take home vehicle.
- (f) The use restrictions described in this Article do not apply when or at such time as: 1) the Employee has been designated as Active On Call, and the Employee is in fact On Call, and 2) the Employee is traveling to and from police related Secondary Employment, Department Training and work related Court Appearances.
- (g) Employees on light duty or otherwise not permitted to utilize their assigned vehicle shall not have payroll deductions withheld for any portion of any pay period during which said assigned vehicle is not utilized by the Employee.

#### **ARTICLE 22 - GREENBELT CITY POLICE/LEOPS**

The City shall participate in the Maryland State Retirement System, Law Enforcement Officers Pension System (LEOPS) under the same terms as it does currently, subject to changes in LEOPS by state law and regulation. All Employees shall participate in LEOPS and the City and the Employees shall make contributions to LEOPS in accordance with state law and the rules and regulations established by the board of trustees of the Maryland State Retirement System.

#### **ARTICLE 23 - LABOR –MANAGEMENT-COMMITTEE**

- (a) The City and the Union agree to establish a Labor-Management Committee (the “Committee”) to promote effective communications and labor relations throughout the

contract period. The Committee will consist of two representatives designated by the Chief of Police and two representatives designated by the Union President.

- (b) The Committee will meet once a calendar quarter at a mutually agreeable time to discuss any and all topics, which may affect bargaining unit members. The Chief of Police and the Union President may agree to cancel or postpone a meeting.

#### **ARTICLE 24 - NO STRIKE OR LOCKOUT CLAUSE**

The Parties and the Employees shall observe the rights and obligations of Section 13-239 of the City's Labor Code.

Nothing in this Agreement shall nullify or change the rights, obligations, and remedies provided in Section 13-239 of the Labor Code

#### **ARTICLE 25 – PHYSICAL FITNESS STANDARDS/ WELLNESS PROGRAM**

The City shall observe General Order 423, with an effective date of July 1, 2017, for the duration of this Agreement regarding physical fitness standards. Provided, however, that in the event that CALEA standards with respect to physical fitness standards change during the term of this Agreement, any such mandatory changes in the GO shall be discussed through the General Order Committee prior to implementation by the City.

#### **ARTICLE 26 – SAVINGS CLAUSE**

Any Article or Section of this Agreement found to be in conflict with the Greenbelt City Charter or with any law, ordinance, statute, City or government regulation or declared invalid by decree of a court of competent jurisdiction, will be void *ab initio* and the parties will enter into negotiations for a substitute provision. All other Articles and Sections of this Agreement will remain in full force and effect for the duration of the Agreement.

#### **ARTICLE 27 - SELECTION OF POLICE CHIEF**

The City agrees that the President of the Fraternal Order of Police Lodge 32 or his/her designee will be allowed to participate in the process for hiring a new police chief during the duration of this contract. This participation may include assisting in defining a candidate profile, interview questions, as well as serving on panel interviews. It is understood that any participant assigned to a selection committee would need to sign a confidentiality agreement with the City. It is further understood, the hiring decision rest solely with the City Manager.

#### **ARTICLE-28 - DURATION AND FINALITY OF AGREEMENT**

- (a) This agreement shall become effective as of July 1, ~~2020~~2021 and remain in full force and effective until June 30, ~~2024~~2025.

- (b) It is understood that this Agreement can only be added to, amended, or modified by a document, in writing, signed by both parties through their duly authorized representatives
- (c) The parties shall reopen negotiations for a successor agreement no later than the first business day of the year that the agreement expires. Should an impasse be reached and the current contract expires, all terms and conditions of the agreement will remain in effect. However, either party has the right to terminate the agreement with ninety (90) days written notice.

#### ARTICLE 29 - AUTOMATIC VEHICLE LOCATOR (AVL)

- (a) Officers assigned to mobile data terminals (MDT) are required to log on to the MDT during their tour of duty and when working secondary employment.
- (b) Officers with MDT technology in their cruisers are encouraged to log on the MDT while off-duty.
- (c) Officers will not attempt to manipulate or disable any of the AVL software and/or hardware.
- (d) The Department will not use any AVL technology/data to initiate any Department investigations. However, if the Department initiates an Internal Affairs Investigations as a result of information not generated by AVL technology/data, the Department may use AVL technology/data obtained regarding the particular incidents in such investigations. There will be no restrictions on the use of AVL for criminal investigations.

#### ARTICLE 30 — MISCELLANEOUS

- ~~(a) — Body Cameras: Subject to the provisions of this paragraph, the Department will not use body camera recordings to initiate an individualized investigation without consent of the Chief. However, if the Department initiates an investigation as a result of information other than a body camera recording, the Department may use body camera recordings in such investigation. There will be no restrictions on the use of body camera recordings for criminal investigations. Nothing herein shall prohibit the Department from conducting a compliance review of use of body cameras and commencing an investigation as a result of that review using body camera recordings as specified in Section 9(C), Compliance Reviews, GO 674 with an effective date of February 22, 2017. This subsection shall not alter GO 674 as it is stated on the date of this Agreement or affect the right of the City to change such GO during the term of the CBA.~~

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement, this \_\_\_th day of July ~~2020~~2021.

**FOR THE CITY:**

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
CHIEF OF POLICE CHIEF

\_\_\_\_\_  
TEAM MEMBER

\_\_\_\_\_  
TEAM MEMBER

\_\_\_\_\_  
TEAM MEMBER

\_\_\_\_\_  
TEAM MEMBER

**FOR THE UNION:**

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
VICE PRESIDENT

\_\_\_\_\_  
TEAM MEMBER

\_\_\_\_\_  
TEAM MEMBER

\_\_\_\_\_  
TEAM MEMBER

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TEAM MEMBER

4839-0503-3204, v. 2



## City Council Agenda Item Report

Meeting Date: August 9, 2021

Submitted by: Terri Hruby

Submitting Department: Planning

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

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### **Subject:**

Beltway Plaza Detailed Site Plan - Phase 1

### **Suggested Action:**

In April 2021, the Applicant submitted a Detailed Site Plan (DSP) for Phase 1 of the Beltway Plaza redevelopment. Plans were discussed at the Council work session on June 23, 2021, and have been discussed by APB, Green ACES, and PRAB. Reports from APB and PRAB are included in Council's packet. In response to concerns raised, the Applicant submitted updated plans to the City and County on July 29, 2021. Further, the Applicant and Staff have been in coordination on a draft list of conditions for support, which is included in Council's packet. Staff recommends the City Council support the DSP with attached conditions. A Prince George's County Planning Board hearing is scheduled for September 9, 2021, and comments are due to M-NCPPC by August 16, 2021.

### **Attachments:**

[Staff memo BP \(DSP\) \(Final Draft\).pdf](#)

[City Staff Conditions BP \(DSP\) \(Final Draft\).pdf](#)

[01-BWP Phased Development Exhibit.pdf](#)

[August 3 APB Report - Beltway Plaza.pdf](#)

[PRAB Report 21-5 Beltway Plaza.pdf](#)

## **Memorandum**

**TO:** Ms. Nicole Ard, City Manager  
**FROM:** Holly Simmons, Community Planner  
**VIA:** Terri Hruby, Director of Planning & Community Development  
**DATE:** August 5, 2021  
**RE:** Beltway Plaza Phase 1 Detailed Site Plan – Staff review update

### **I. Background**

As Council is aware, Planning Staff has been reviewing the Detailed Site Plan (DSP) for Phase 1 of Beltway Plaza Redevelopment over the last several months. The DSP has been the subject of several Advisory Planning Board meetings, a PRAB meeting and a GreenACES meeting. In addition, the City Council held a work session on June 23, 2021, to discuss the DSP formally accepted by Prince George's County M-NCPPC.

The subject DSP contemplates the northern portion of the Beltway Plaza Site that is currently used for mall parking. In this phase, the existing mall structure, with the exception of modifications to the current Laugh Out Loud space (former Sports Authority Building) to accommodate the proposed ring road and the recreation space described below, will remain in its current condition. This DSP only contemplates Phase 1 of the proposed redevelopment of Beltway Plaza. Future phases of redevelopment will be addressed through subsequent Detailed Site Plans.

The DSP proposes three (3) multifamily residential buildings with a total of 750 units, a 92-room hotel, and approximately 27,000 square feet of indoor recreation space to be dedicated to the City. This DSP proposes that this portion of the development be served primarily by parking garages. The DSP proposes Building 1A to be built to LEED Gold standards, and buildings 1B and 1C to LEED Silver standards at a minimum.

The DSP is generally in conformance with the approved Conceptual Site Plan (CSP) and Preliminary Plan of Subdivision (PPS) and County and City conditions in terms of proposed number of residential units, type of uses (i.e., hotel, multi-family residential and recreation), and provision of public recreation facilities (i.e., 27,000

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square foot recreation center). While school adequacy is a serious concern, the County's development review process does not require a finding of adequacy, but rather requires the payment of a school facility surcharge (i.e., \$10,180 per building permit for FY2022). The issue of schools, traffic adequacy, public safety and public recreation are issues that are mainly addressed at time of Preliminary Plan of Subdivision and the DSP under review is generally in conformance with the approved PPS.

**II. Review Update**

At the June 23, 2021, City Council work session, Council was critical of the DSP, citing issues/concerns with traffic, land uses, housing types, open space, and public recreation and schools, to name a few. In addition, the City planning staff report dated June 17, 2021, highlighted significant concerns/issues with the DSP.

In response to the concerns raised by the City Council, City Staff, and City boards/committees, the Applicant has revised several elements of the DSP, provided additional details on various items, and has responded to Staff's questions and concerns. Based on the Applicant's plan revisions and responses, City Staff recommends conditional support of the DSP.

The following provides a summary of notable revisions the Applicant has made to the DSP since the initiation of the City's review and addresses some of the conditions that Staff recommends Council adopt, should they vote to support the Detailed Site Plan. The Applicant has indicated agreement with all conditions recommended herein.

**Phasing Exhibit**

The Applicant has submitted to the City an exhibit showing the order in which the residential structures would be built (i.e., Building phases 1A, 1B, and 1C), and the plan elements that are proposed to be built in conjunction with each structure. As a condition of support, Staff recommends a condition requiring the Applicant to proceed with development as shown on the phasing exhibit. Each phase includes associated landscaping, lighting, private recreation amenities, stormwater management devices, and bicycle parking. Should this condition be adopted, phasing would generally proceed as follows:

Phase 1A: Residential building 1A, dog park, community garden, and tiered park; the 10-foot-wide (increased from 8 feet) hiker/biker trail along the project's frontage on Breezewood Drive; and replacement and relocation of the existing multi-use trail that connects Breezewood Drive to the mall parking lot with a 10-foot-wide ped/bike trail, as proposed in the County's Trail Master Plan. City Staff recommends a condition of support that would require the hiker/biker trail along Breezewood Drive to be

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substantially completed no later than the issuance of the last use and occupancy permit for Building 1A. Staff also recommends a condition of support requiring the Applicant to have full financial assurances, necessary permitting, and an agreed-upon timetable for construction of all proposed improvements along the Greenbelt Road/MD-193 frontage.

Phase 1B: Residential building 1B, art walk, AMC Plaza, Street B, linear park, and the 27,000 square foot City recreation center. This phase would also include modifications to the existing ring road and the façade of the existing parking garage in the location of Parking Deck 4.

Phase 1C: Residential building 1C, triangle park along Breezewood Drive, Parking Deck 3, and the hotel; modifications to the surface parking lot in front of Planet Fitness; and Cherrywood Lane frontage improvements. This phase would also include the final modifications to the ring road, resulting in a completed Street A. Staff recommends a condition of support that would require the Applicant to submit a revised plan that is generally consistent with the City's approved Cherrywood Lane Complete and Green Streets plan to the City for review and approval.

The phasing exhibit also depicts interim (Phase 1A and 1B) conditions for Street A, which would be laid in phases to tie in with the existing ring road.

### Architecture

While there are no changes proposed to the architecture on the latest plans, the Applicant did revise the architecture from his initial (fall 2020) submittals in response to comments raised by the Advisory Planning Board and City Staff. The Applicant has also provided elevations for Parking Deck 3, which were not previously submitted. The treatment of all parking garages, including Parking Deck 3, is addressed below.

### Parking Decks/Garages

The City and County expressed concerns that Parking Deck 3 fronts on Breezewood Drive. This design is not in conformance with DDOZ standards, and was not proposed on the PPS; however, the Applicant has expressed that, due to the narrow shape of the property in the area of Parking Deck 3, they do not believe there is a reasonable alternative to the design shown on plans. As an alternative to redesign, the Applicant has proposed masking of this parking deck and others with exposed facades.

The majority of the exposed parking garage facades are proposed to be masked with decorative screens/murals, while the east façade of Parking Deck 2, which fronts on the Linear Park, is proposed to incorporate both a "green wall" and decorative panels. Because the north façade of Parking Deck 3 is located proximal to the garden-style apartments of the Franklin Park neighborhood, this façade is proposed to

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incorporate architectural elements intended to evoke a residential structure and soften the transition. It should be noted that while the majority of members of APB preferred an artistic approach to masking Parking Deck 3, Staff prefers using architectural elements as presented on the revised DSP.

Finally, to address Council's concerns regarding the existing parking garage along the front façade of the mall, Staff recommends as a condition of support that the Applicant work with the City to identify opportunities to soften the front parking garage.

**Open Space**

In response to concerns that the proposal lacks sufficient open space, the Applicant has provided an plan illustrating that the proposal will increase open space on site, much of which will be located in areas that is currently underutilized surface parking. At final Phase 1 build-out, open space (defined as areas not consumed by parking, streets, building and parking decks) within the 20.66-acre Phase 1 will total 8.64 acres, or 42%.

**Recreation Center**

In consultation with City planning and recreation staff, the Applicant has been developing the plans for the required recreation center to be conveyed to the City. The recreation center is proposed to be approximately 27,000 square feet and will be located in the area of the former Laugh Out Loud Station. For comparison purposes, the Springhill Lake Recreation Center is 8,900 square feet, the Youth Center is 19,600 square feet and the Community Center is 55,000 square feet. This space will be accessible year-round and is proposed to include two (2) internal activity fields (each 5,585 SF), two (2) classrooms, and two (2) offices. The new recreation center will constitute the City's first year-round indoor play fields, expand recreation programming opportunities, and serve all residents of Greenbelt. The Applicant has agreed to design, permit and build the recreation center in substantial conformance with the floor plan exhibit and convey the space to the City. Staff recommends as a condition of support that detailed construction plans be submitted for review and approval by the City of Greenbelt and should respect the conceptual plans provided at time of the DSP, as shown on the Beltway Plaza Recreation Center and Garage Schematic Plan and Elevations, with additional specifics outlined in Condition #1 of the attached draft conditions. The City will be responsible for all operating costs and costs for maintaining the building and facility once the construction is completed.

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Public Art

The Applicant has worked with City Staff and Boards to develop and flesh out ideas about how to incorporate two- and three-dimensional art into the development. Revised elevations now reflect conceptual images representing the three-dimensional art to be installed along the Art Walk leading to the recreation center, and, as noted above, two-dimensional art will be used to provide screening of the parking garages in many areas. Staff recommends as a condition of support that the City work with the Applicant to develop a call for artists for the art in the Art Walk and on garage facades.

Parks

While many of the parks initially proposed in Phase 1 will remain the same, revisions have been proposed to the following parks/amenity areas on the plans:

- Dog Park: The dog park serving buildings 1A, 1B, and 1C is proposed to be outfitted with a variety of agility features, a dog water fountain, and benches, and will be shaded by trees and by building 1A. Council previously expressed concerns that the 4,309 square foot dog park may be too small to adequately serve all residents; however, during a phone conversation with City Staff on July 20, 2021, a representative from Dog-ON-It-Parks, the first company in the US to specialize exclusively in dog parks, confirmed based on their expertise that the proposed dog park would more than suffice for the number of units at build-out. She stated that Dog-ON-It-Parks has worked with a number of apartment complexes that have more units supported by much smaller dog parks.
- Tiered Park and area in front of Parking Deck 3: City Council, City boards, and Staff previously expressed concerns that no tot lot was proposed on site. In response to a PRAB member's recommendation that the Applicant incorporate "natural, organic" play elements, the Applicant has updated the plans to incorporate natural boulders and boulder-shaped play components adjacent to the Tiered Park and a climbing structure in front of Garage 3.
- Orchard Plaza/Community Garden: In response to concerns regarding maintenance, the Applicant has removed the Orchard Plaza and re-introduced a community garden in its place. The community garden is proposed to contain raised planter boxes, benches, and a shed, and to have a gated entry. The garden area will also have grills and picnic tables and will be lit with strings of catenary lights.

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- **Park programming:** Citizens have expressed interest in a local market being located onsite in one of the proposed parks. Staff recommends as a condition of support that the Applicant explore the possibility of running a local crafters/farmers market in the Linear Park or the AMC Plaza.

### **Street B**

In response to Staff concerns regarding the function of Street B, the plans have been revised to show a median and monument sign at the entrance to Street B from Breezewood Drive. The revised plans also show that a total of four (4) on-street parking spaces have been removed (two spaces on each side of the street), and have been replaced by drop-off zones that will serve the leasing offices in buildings 1B and 1C, which are adjacent to these spaces. Staff recommends as a condition of support that the Applicant agree to provide a landscaping plan for the median at time of application for the City's right-of-way permit. Additionally, Staff recommends a condition of support that would require the Applicant to provide a crosswalk with median refuge to connect the sidewalks that are proposed to run east to west between buildings 1B and 1C.

### **Bike Facilities**

The Applicant has provided an exhibit showing the location of bicycle facilities onsite. The DDOZ standards require a minimum of one bicycle parking space for every two multifamily dwelling units. To meet this standard, the Applicant proposed secure/controlled access bicycle storage areas within each multifamily building's parking garage as follows: 158 spaces for building 1A, 132 spaces for building 1B, and 86 spaces for building 1C. To address DDOZ Standards, there are 28 bike parking spaces and a bike fix-it station provided immediately in front of the proposed Community Center. Beyond these requirements, there are 6 spaces provided at the Tiered Park, 14 spaces at the south end of the Linear Park, 12 spaces at the Art Walk, 10 spaces at the mall entrance west of the AMC movie theatre, and 8 spaces at the proposed hotel. Each multifamily building also has 10 spaces for visitors, located at each building's main entrance.

The Applicant will also provide appropriate bicycle road markings (sharrows) and signage within Phase 1 along Street A and B.

### **Traffic**

Per the PPS, the total development of the property is limited to 1,703 AM and 2,882 PM peak-hour vehicle trips. The Applicant has submitted an updated trip generation memo finding that the proposed site will generate a total of 855 AM and 2,115 PM peak-hour vehicle trips, therefore remaining under the trip cap established

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with the Preliminary Plan of Subdivision. The updated memo is currently under review by County transportation staff and has yet to be confirmed; however, the site is required to remain under the established trip cap and the DSP as submitted will not be approved at the County level if it is found to exceed the trip cap.

Lighting

Plans now include specifications that the use of full cut-off optic light fixtures shall be demonstrated, and lighting shall be focused away from adjoining residences located to the north of the property and away from the regulated area located to the west of the property to minimize intrusion into wildlife habitat.

Geotechnical analysis

The Applicant provided a March 19, 2021, report prepared by Hillis-Carnes Engineering Associates (HCEA), which analyzed the stability of existing slopes based on data collected during 2020 and 1991 investigations by others, as well as the current development plans. The report appears to indicate HCEA's belief that the proposed development will increase the eastern slopes' stability. They write, "It is our understanding that excavation or grading operations are expected to be strictly limited at the existing slope during the construction phase, so the current stability of the slope is not significantly compromised. In addition, the proposed development on and near the existing slope is believed to increase the global stability of the slope by increasing resisting force near the toe of the slope, e.g. more soil mass and building surcharge added at the toe of the existing slope." This analysis was further evaluated by Hardin-Kight Associates, Inc., who stated, "We agree with the analysis and recommendations presented in the HCEA Study and believe it to meet the highest geotechnical engineering standards." Staff recommends as a condition of the City's support that the Applicant agree to adhere to and implement all recommendations of the HCEA Global Slope Stability Evaluation.

Safety and Security

In response to concerns regarding safety in the area between the proposed hotel and the existing gas station, landscape plans have been revised to propose mostly low shrubs, some canopy trees, and decorative perimeter fencing that will allow views into the space. As a condition of the City's support, the Applicant has also agreed to provide to the City for review and comment a CPTED plan showing which tools will be used to provide visibility/security measures within exterior common areas, parking garages and walkways before submitting the first building permit associated with any building phase (i.e., 1A, 1B & 1C). Further, the Applicant has agreed to consult with the Greenbelt



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Police Department to complete a safety audit to identify where security cameras, call boxes and/or enhanced lighting are warranted at the time of building permit review.

**Landscaping**

The Applicant has increased the use of native plants onsite and are meeting and exceeding the County's requirements regarding the use of native plant materials. Additionally, in response to concerns regarding maintenance, the Applicant has removed the Orchard Plaza and re-introduced a community garden in its place. As suggested, a small number of edible fruit trees (paw paws and persimmons) will be included in the landscaping near the Tiered Park.

**Sustainability**

- Electric Vehicle charging: EV charging stations will be provided at a rate of ten (10) Level 2 EV chargers per residential building. Additionally, Staff recommends as a condition of support that the Applicant provide the infrastructure for a minimum ten (10) additional chargers for each parking structure at time of construction, and investigate the possibility of installing Level 3 chargers in public locations.
- Solar: Staff recommends as a condition of support that the Applicant explore the feasibility of installing solar panels on the portions of the existing mall structures that are to remain at final buildout per the approved Conceptual Site Plan.
- Energy sources: GreenACES and individual community members have expressed concerns regarding the indoor use of natural gas. Staff recommends as a condition of support that the Applicant explore opportunities with PEPCO for incentives to provide for all-electric buildings.
- Recycling: Staff recommends as a condition of support that the Applicant provide recycling receptacles at all locations where trash cans are located.
- Composting: Staff recommends as a condition of support that the Applicant explore with the Prince George's County Organics Composting Facility the possibility of locating a compost drop-off in the building for residents' use.

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#### Hotel

The DSP continues to propose a 92-room hotel at the site's western extent, as part of building phase 1C. The hotel use is in conformance with the approved Preliminary Plan of Subdivision. While Staff and some members of Council and Boards expressed concerns about the need for and marketability of a hotel in this location, others expressed support if the market can support it. As such, Staff recommends as a condition of support that the Applicant submit to the City a market study for review and comment prior to submittal of the building permit application for the hotel, and to engage the City in discussions about appropriate alternative uses if the hotel is found infeasible; and further, to grade and landscape the parcel until a need arises for a hotel, or a revision to the DSP is approved.

#### Housing Diversity

During the Preliminary Plan, the Applicant committed to fund a market study to assess the viability of cooperative housing, senior housing, co-living, or other alternatives that will increase housing choices and opportunities, and to provide evidence of efforts to attract such housing types, should they be deemed marketable. Per PPS approval, the Applicant is not required to provide a specific number of affordable/owner occupied units, but is required to fund a market study at the 600<sup>th</sup> building permit number and to build said units if found to be marketable. Staff recommends a condition of support that will adjust the timing of the required market study to the time a revised Detailed Site Plan is submitted for Building 1C, or prior the application for a building permit associated with Building 1C. This will ensure that there is an opportunity for mixed income/owner occupied housing in Phase 1, should the market allow.

#### Community Engagement

In response to Council and resident concerns regarding community engagement, the Applicant held multiple community events at Beltway Plaza and surrounding locations. These events were advertised in the Greenbelt News Review and held at Beltway Plaza on Monday, July 19, at 5pm and Tuesday, July 20, at 12pm; and at the Verde at Greenbelt clubhouse on Monday, July 26, at 6pm. The Greenbelt News Review reports that the public presentations "included a highly watchable 3-D architectural video and a slide show" presented by the project team.

### **III. Recommendation**

Staff supports a phased mixed-use redevelopment of the Beltway Plaza property and recommends City Council conditionally support the DSP. To address concerns that Staff has identified with the proposed Phase 1 Detailed Site Plan, Staff has drafted a list of recommended conditions for support, should the Council vote to support the Detailed Site Plan. The Applicant is in agreement with said conditions. Staff is prepared to review this memo and draft conditions with City Council at its regular meeting on August 9, 2021. A Prince George's County Planning Board hearing is scheduled for September 9, 2021, and comments are due to M-NCPPC by August 16, 2021 if they are to be addressed in M-NCPPC's staff report.

## **GREENBELT CITY STAFF DRAFT CONDITIONS**

### **Beltway Plaza Phase 1 Detailed Site Plan**

August 5, 2021

1. Prior to the issuance of the final use and occupancy permit associated with Building 1B, the Applicant shall permit, construct and substantially complete the 27,000 square foot recreation center to be conveyed to the City of Greenbelt. The terms of conveyance shall be agreed upon by both parties at the time of the first building permit for Building 1A. Detailed construction plans shall be submitted for review and approval by the City of Greenbelt and should respect the conceptual plans provided at time of the DSP, as shown on the Beltway Plaza Recreation Center and Garage Schematic Plan and Elevations. Applicant shall construct suitable for use and occupancy the building space including the new façade, code compliant mechanical, plumbing, lighting and electrical systems, and required life safety improvements and exterior signage as shown Schematic plan. Additionally, the doors and finished walls (Sheet rock or similar material) for the interior spaces with interior finishes limited to flexcourt (or approved equivalent) flooring for play area and reasonable flooring for other areas, painting, and restroom fixtures shown on said Schematic Plan. Applicant also agrees to install basic IT wiring, and necessary conduit and infrastructure, for the space and will work with the City to install a retractable divider system and spectator protective barriers. The operation and maintenance of the recreation center is the sole responsibility of the City of Greenbelt.
2. Construction of Phases 1A, 1B, and 1C shall proceed as depicted on the revised BWP Phased Development Exhibit. The Applicant shall complete all elements and areas shown to be a part of the building phase in conjunction with the residential and/or commercial structure. All improvements shall be completed no later than the issuance of the last use and occupancy permit for that phase of construction. Parking deck 4 may be completed in a future phase if the parking is not required at time Building 1B is constructed. The Applicant shall install a spandrel system, aesthetically similar to the future deck 4 design, on the existing garage after partial demolition until full demolition occurs and applicant commits to installing the artwalk as shown on the DSP unless modified as agreed to by City the Greenbelt .
3. Prior to certificate of approval of the Detailed Site Plan the BWP Phased Development Exhibit shall be revised to show the full extent of the 10-foot pedestrian/bike trail along Breezewood Drive included in Phase 1A. This trail must be substantially completed no later than the issuance of the last use and occupancy permit for Building 1A.
4. The Applicant agrees to revise the City's condition regarding a residential market study as follows: No more than 2,000 or 80% of the total residential units permitted shall be rental units. [After the construction of the 600<sup>th</sup> residential unit] At the time a revised

Detailed Site Plan is submitted for Building 1C, or prior the application for a building permit associated with Building 1C, or after three (3) years from the date of the issuance of the first building permit (whichever comes first), the Applicant shall fund, at a cost to be agreed to at that time, a new market study to be completed by the City to assess the viability of owner occupied units, senior housing units, co-living, cooperative housing, or other housing alternatives. If such alternative unit types are deemed marketable, the Applicant agrees to provide evidence of its efforts to attract such housing types.

5. With the exception of any modifications to the landscape island within Cherrywood Lane, prior to the issuance of the first building permit for Building 1C or at the time of submitting a construction in the right-of-way permit for relocation of Street A access, the Applicant shall submit to the City of Greenbelt a revised Cherrywood Lane Conceptual Frontage Improvement plan consistent with the City's approved 90% engineering plans, titled Cherrywood Lane Green Streets, dated September 2019.
6. The Applicant agrees to continue to work with the City to identify opportunities to soften the parking garage located along the front elevation of the mall.
7. At the time of building permit review for each building phase (i.e., 1A, 1B & 1C) the Applicant agrees to consult with the Greenbelt Police Department to complete a safety audit to identify where security cameras, call boxes and/or enhanced lighting are warranted.
8. Prior to submittal of the first building permit for vertical construction associated with each building phase (i.e., 1A, 1B & 1C), the Applicant shall provide to the City for review and comment a CPTED plan showing which tools will be used to provide visibility/security measures within exterior common areas, parking garages and walkways.
9. Prior to certificate of approval of the Detailed Site Plan the Applicant shall provide a crosswalk with median refuge on Street B connecting the two sidewalks running east to west between buildings 1B and 1C.
10. The Applicant shall coordinate with the City of Greenbelt to provide a decorative, safe, and durable marking design for all on-site crosswalks.
11. At the time of application to the City of Greenbelt for the construction in the right-of-way permit for Street B access drive, the Applicant shall provide a landscaping plan for the median along Street B to the City of Greenbelt for review and comment.
12. Any ground mounted HVAC units and mechanical equipment associated with the residential buildings shall be appropriately screened from public view.
13. Prior to the issuance of the final use and occupancy permit for each multi-family building, the Applicant shall construct and complete all proposed private recreation facilities and amenities associated with that building phase (i.e., 1A, 1B & 1C) per the BWP Phased Development Plan.
14. Prior to issuance of the first occupancy permit for Building 1A, the Applicant agrees to install or replace thermoplastic asphalt pavement markings at existing crosswalks on

Breezewood Drive along the project's frontage, subject to the review and approval of the City of Greenbelt.

15. Prior to the issuance of the final use and occupancy permit for Building 1A the frontage improvements to Greenbelt Road/MD 193, as depicted on the Conceptual Frontage Improvement Plans, shall have full financial assurances, permitted for construction by the operating agency's access permit process, and have an agreed upon timetable for construction with the appropriate operating agency. Subject to the approval of State Highway Administration, the Applicant agrees to revise the Greenbelt Road/MD-193 Frontage Improvement Plan to provide for sharrows along the project's frontage, rather than a combination of sharrows and bike lanes as proposed.
16. Prior to submittal of building permit applications for Parking Decks 2 and 4, the Applicant agrees to provide to the City of Greenbelt final elevations for review and comment.
17. Prior to certificate of approval of the DSP, the south elevation of Parking Deck #3 shall be revised to incorporate artistic screening as depicted on the exhibit dated June 14, 2021.
18. Prior to submittal of a building permit application for building phase 1B and 1C, as outlined below, the City agrees to work with the Applicant to develop a call for artists for the art associated with the phase. The City agrees to prepare a Request for Qualifications (RFQ) in coordination with the Applicant and set a timeline and budget for mutual review of proposals and for the fabrication and installation of artwork. Following the selection of artwork, the Applicant shall be responsible for project management from procurement to installation. All costs associated with public art is the sole responsibility of the Applicant, subject to an agreed upon budget, or the Applicant's designee. The Applicant will arrange separately for installation. Phasing to be as follows:
  - Building Phase 1B: The integration of 2D or 3D artwork into Parking Deck #2 (east and south elevations) and Parking Deck #4 (west and north elevations), not to be inconsistent with the DSP. The Applicant agrees to consider proposals for artwork that would be integrated into the design of the parking garage (versus a later overlay), among other options.

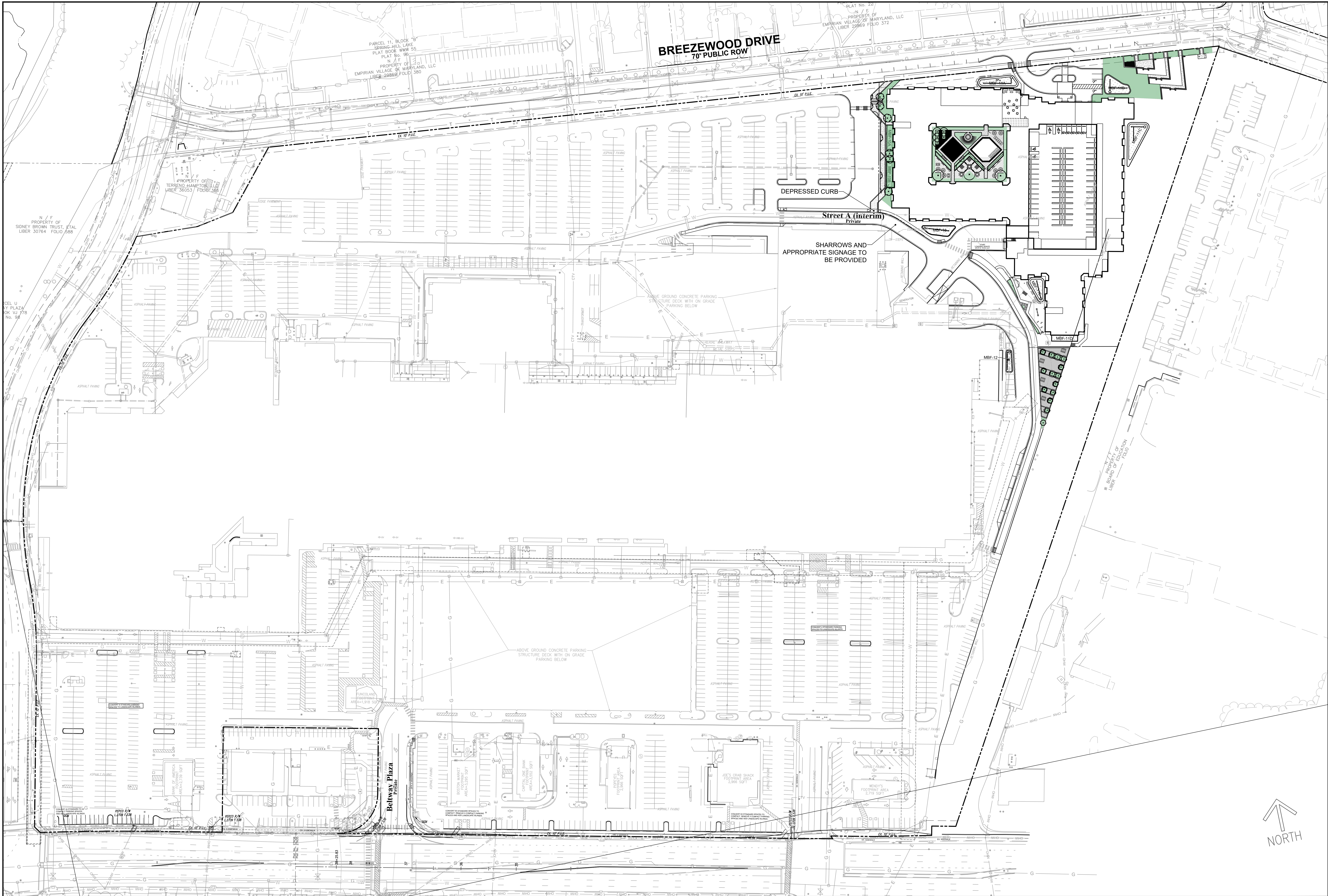
The placement of 3D artwork along the Applicant's designed "Art Walk", adjacent to Parking Deck #4, the Applicant agrees to consider proposals for interactive sculptures that would require public access to the pads, among other options.
  - Building Phase 1C: The incorporation of 2D artwork into the full west elevation of Parking Deck #3 until development within Parcel 1 west of the parking deck occurs.
19. Prior to certificate of approval of the Detailed Site Plan, the Applicant shall revise the Greenbelt Road/MD-193 Greenbelt Road Conceptual Frontage Improvement plan to conform with PPS Condition 11d to include replacing existing poles with new generation Accessible Pedestrian Signals and signal heads on the west and north legs, installing new

generate Accessible Pedestrian Signals, pavement markings and mast arm-structure for the westbound and northbound movements.

20. Prior to submittal of the building permit application for the hotel or at the time a revision to the Detailed Site Plan pertaining to the hotel, the Applicant agrees to submit to the City of Greenbelt a market study for review and comment. If the hotel is found not to be economically feasible, the Applicant agrees to engage the City in discussions about appropriate alternative uses for Parcel 1. The Applicant further agrees if the hotel is not warranted at the time of the construction of Building 1C, the parcel will be graded and landscaped until a need arises for a hotel, or a revision to the DSP is approved.
21. The Applicant agrees to explore the feasibility of installing solar panels on the portions of the existing mall structures that are to remain at final buildout per the approved Conceptual Site Plan.
22. The Applicant shall install ten (10) Level 2 Electric Vehicle chargers for each parking garage proposed for Phase 1 at time of construction. During construction for each proposed parking garage, the Applicant shall also provide the infrastructure for a minimum ten (10) additional chargers. The Applicant agrees to investigate the feasibility of installing Level 3 chargers in public locations.
23. Prior to certificate of approval of the Detailed Site Plan, the Applicant shall revise the plan to provide recycling bins at all locations where trash cans are provided.
24. The Applicant shall adhere to and implement all recommendations in Sections 4.0 through 5.0 of the Global Slope Stability Evaluation prepared by Hillis-Carnes Engineering Associates (March 19, 2021), as reviewed by Hardin-Knight Associates, Inc. (letter dated April 30, 2021).
25. At the time of filing for the building permit for the wall, the Applicant shall provide details pertaining to the tie-in for the proposed retaining wall and existing east retaining wall to the City of Greenbelt for review and comment. The new retaining wall on the south side of Building 1A shall include an aesthetic design or treatment (i.e., split-faced masonry, cast-in/stamped concrete, etc.).
26. The Applicant shall explore opportunities with PEPCO for incentives to provide for all-electric buildings.
27. The Applicant agrees to continue to work with major retailers to identify additional opportunities for greening existing parking lots.
28. At the time of issuance of the final occupancy permit for Building 1B, the Applicant agrees to explore the possibility of running a local crafters/farmers market in the Linear Park or the AMC Plaza.
29. The Applicant agrees to explore with the Prince George's County Organics Composting Facility the possibility of locating a compost drop-off in the building for residents' use.
30. The Applicant agrees to provide to the City a location plan for wayfinding signage for review and comment prior to installation.

31. All previously approved and accepted conditions are hereby restated and incorporated herein by reference, unless modified herein or by the DSP.





| REVISION | DATE | REVISION | DATE | REVISION | DATE |
|----------|------|----------|------|----------|------|
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Owner/Developer:  
  
GB Mail Limited Partnership c/o Quantum Co.  
The Quantum Building  
4912 Del Ray Avenue  
Bethesda, MD 20814

**BELTWAY PLAZA PHASE 1A**  
  
ELECTION DISTRICT No. 21  
PRINCE GEORGE'S COUNTY, MARYLAND  
TAX MAP 26, 34 GRID A1, A4, B1, B4, C4  
200 FOOT MAP 210NE05, 210NE06, 211NE05, 211NE06

**RODGERS**  
CONSULTING

1101 Mercantile Lane, Suite 280, Largo, Maryland 20774  
Ph: 301.948.4700 Fx: 301.948.6256 www.rodgers.com

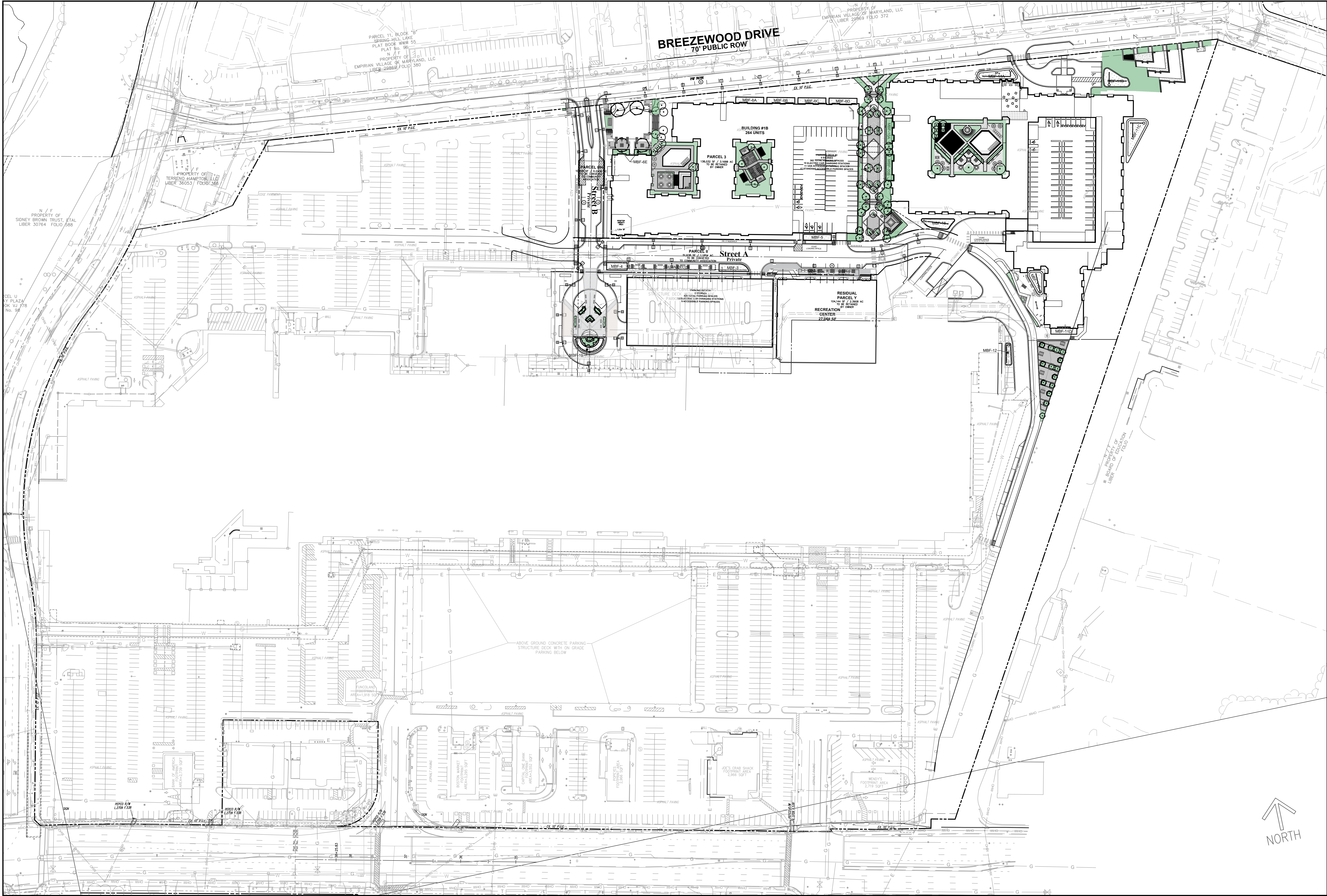
| BASE DATA                    | BY          | DATE  |
|------------------------------|-------------|-------|
| DESIGNED                     | CADD        | ----- |
| DRAWN                        | -----       | ----- |
| REVIEWED                     | CH          | ----- |
| RODGERS CONTACT: NAT BALLARD |             |       |
| RELEASE FOR                  |             |       |
| BY: _____                    | DATE: _____ |       |

**PHASED DEVELOPMENT EXHIBIT  
PHASE 1A**

\\gtdat\SHAREROOT\MO-Prince Georges\Beltway Plaza\autocad\Exhibits\Phased Development Exhibit\PHASED DEVELOPMENT EXHIBIT.dwg

|           |           |
|-----------|-----------|
| SCALE:    | 1" = 60'  |
| JOB No.   | 1287A1    |
| DATE:     | JULY 2021 |
| SHEET No. | OF        |





| REVISION | DATE | REVISION | DATE | REVISION | DATE |
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Owner/Developer:  
**GB Mail Limited Partnership c/o Quantum Co.**  
**The Quantum Building**  
**4912 Del Ray Avenue**  
**Bethesda, MD 20814**

**BELTWAY PLAZA PHASE 1A**

ELECTION DISTRICT No. 21  
PRINCE GEORGE'S COUNTY, MARYLAND  
TAX MAP 26, 34 GRID A1, A4, B1, B4, C4  
200 FOOT MAP 210NE05, 210NE06, 211NE05, 211NE06

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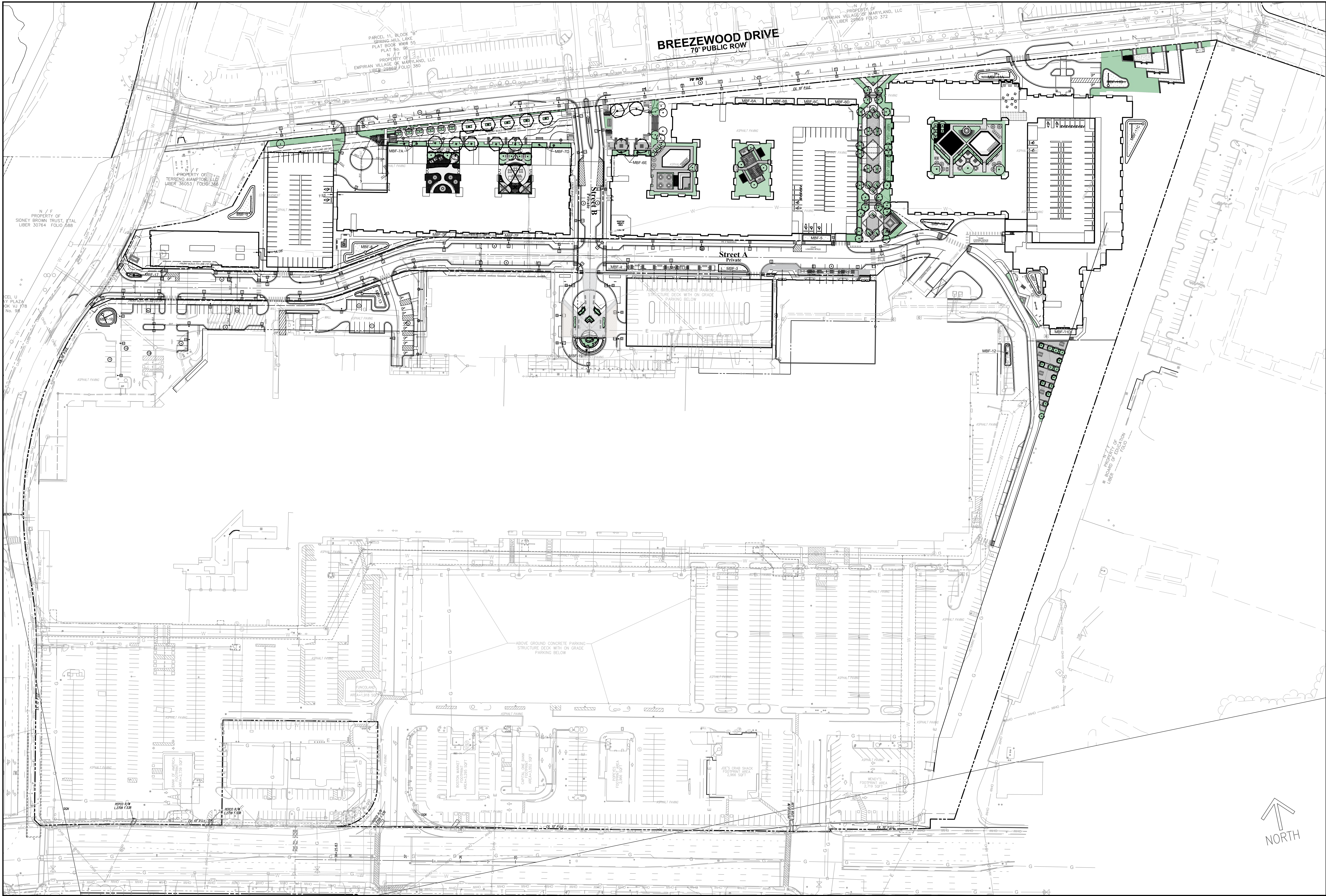
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| BASE DATA                    | BY    | DATE  |
| DESIGNED                     | CADD  | ----- |
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| REVIEWED                     | CH    | ----- |
| RODGERS CONTACT: NAT BALLARD |       |       |
| RELEASE FOR                  |       |       |
| BY                           | DATE  |       |

**PHASED DEVELOPMENT EXHIBIT**  
**PHASE 1B**

|           |           |
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| SCALE:    | 1" = 60'  |
| JOB No.   | 1287A1    |
| DATE:     | JULY 2021 |
| SHEET No. | OF        |

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Owner/Developer:  
**GB Mail Limited Partnership c/o Quantum Co.**  
**The Quantum Building**  
**4912 Del Ray Avenue**  
**Bethesda, MD 20814**

**BELTWAY PLAZA PHASE 1A**

ELECTION DISTRICT No. 21  
PRINCE GEORGE'S COUNTY, MARYLAND  
TAX MAP 26, 34 GRID A1, A4, B1, B4, C4  
200 FOOT MAP 210NE05, 210NE06, 211NE05, 211NE06

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Ph: 301.948.4700 Fx: 301.948.6256 www.rodgers.com

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| BASE DATA                    | BY   | DATE |
| DESIGNED                     | CADD | ---  |
| DRAWN                        | ---  | ---  |
| REVIEWED                     | CH   | ---  |
| RODGERS CONTACT: NAT BALLARD |      |      |
| RELEASE FOR                  |      |      |
| BY                           | DATE |      |

**PHASED DEVELOPMENT EXHIBIT**  
**PHASE 1C**

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| SCALE:    | 1" = 60'  |
| JOB No.   | 1287A1    |
| DATE:     | JULY 2021 |
| SHEET No. | OF        |

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## **REPORT OF THE ADVISORY PLANNING BOARD**

**TO:** Greenbelt City Council

**DATE:** 08/03/2021

**FROM:** Keith Chernikoff, Chair of the Advisory Planning Board

**RE:** Beltway Plaza Detailed Site Plan – Phase 1

### **I. INTRODUCTION**

The Advisory Planning Board (APB) received presentations from the Beltway Plaza development team on June 2, 2021, June 14, 2021, and June 30, 2021. During these meetings, the development team presented an overview of the proposed development of Phase 1 which is made up of 750 multifamily residential units, a recreation center to be dedicated to the City, and a 92-room hotel. At the June 14, 2021 meeting, the development team addressed specific issues that the Board raised questions about including EV Chargers, masking of the parking garages, and frontage improvements along Greenbelt Road. Also at the June 14, 2021 meeting, staff presented their recommendation and expressed strong concerns about needing additional information regarding the proposed sequencing of construction, the proposed open spaces, and the parking garages, particularly the parking garage fronting on Breezewood Drive. At the June 30, 2021 meeting, the development team presented additional mock-ups of the art installations and screening proposed for parking garages, responded to questions about parking along Street A, and heard additional feedback from APB regarding the proposed hotel. The following comments provide additional detail of key discussion points during those three meetings.

### **II. COMMENTS**

- The Board asked for additional information about the frontage improvements along Greenbelt Road (MD 193). The Applicant noted that a sidewalk is proposed to fill in the existing gap of sidewalk along the property's frontage. The Applicant also stated that the plans include a grass buffer between the sidewalk and Greenbelt Road, intersection improvements at Cunningham Drive, and additional landscaped areas along the frontage. Members of the Board expressed strong support for these improvements, but asked for additional clarification on lane movements at the main entrance to the mall.
- The Board discussed the proposed open spaces, particularly the Northeast "Amphitheater," which replaced the tot-lot, and the Orchard Plaza. Some members of the Board expressed support for the amphitheater proposal due to the grade in that area and questioned how a tot-lot in that area would interact with the Middle School. Members of the Board also expressed support for the Orchard Plaza concept due to the constraints of

that area. Members of the Board raised a concern about the residential areas not having the appearance of a gated community on the north side of the property and suggested that a soft barrier, such as low fences and landscaping, would be appropriate for the courtyards that are facing and open to Breezewood.

- The Board offered recommendations regarding EV Charging Stations for Phase 1. In general, members of the Board recommend that the residential parking garages should primarily include Level 2 chargers. This will allow residents to charge their vehicles overnight. Members of the Board also strongly recommended installing additional infrastructure to allow for additional units to be installed as demand for electric vehicles increases. With respect to the public parking areas, the Board recommends a mixture of Level 2 and Level 3 Chargers (DC Fast Chargers) for visitors to the mall. This could include a “filling station” in a public parking area for several Level 3 Chargers clustered together.
- Proposed architecture - Members of the Board also expressed support for the teal accent color that is proposed for Building 1B, while others supported accent colors that matched “Greenbelt Green” in the city’s brand identity.
- Masking of parking garages is a significant concern, for which the applicant has proposed several solutions including green walls, graphic applied panels, and/or a combination of artistic panels combined with green vegetative screens. The Board expressed support for many of the screening options, particularly the green screens with the understanding that the plant material would need to be carefully selected. The Board also expressed strong support for the Applicant working with local artists on choosing the type of artwork to be displayed. The Board also discussed options for the parking garage that fronts on Breezewood Drive and expressed that this parking garage should also incorporate artwork and possibly inspirational text to soften the frontage. A variety of temporary and permanent artistic decorative options for screening were presented in the June 30 meeting, as well as incorporated green-screening, and were met with generally positive feedback.
- The board and the applicant discussed the flow of Street A, particularly with respect to on-street parking. While some concerns were raised that on-street parking would restrict traffic flow and create a hazard, the Applicant noted that this was intentional as a speed-control measure. The applicant and members of the board both cited the example of The Station at Riverdale Park, where on-street parking is both an amenity and is not an apparent hazard. In the end the consensus was positive with regard to the format of Street A. With regard to Street B, the proposed design was approved at the meeting held on July 21, 2021.
- With respect to the hotel, some members of the Board expressed strong support for the inclusion of the hotel and other members of the Board expressed support for the hotel if demand warrants the construction of a hotel. Given concerns that there are several hotels in Greenbelt, the applicant provided a commitment to conduct a market study to ensure a

hotel was economically feasible. The applicant demurred, however, to provide a proposal for alternatives to the hotel should it prove unfeasible.

- The Board continues to express concerns about a lack of housing diversity, particularly with respect to residential unit size and senior housing. In terms of unit sizes in the residential units, there appear to be very few, if any, units with three bedrooms or more. Members of the Board also noted the lack of senior housing throughout the City and a strong interest in senior housing being incorporated into the redevelopment of the Beltway Plaza property. The board notes, however, that senior housing is proposed as part of Phase 2.

### **III. Conclusion**

This report summarizes the main points of discussion and comment by APB in the course of recent meetings held with the Beltway Plaza Applicant. The board is generally in support of the DSP as presented, with the above feedback.

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

**Subject: Beltway Plaza Redevelopment: Detailed Site Plan Presentation**

**Background:** PRAB received an updated presentation on the Detailed Site Plan (DSP) for Beltway Plaza at the regular meeting on June 16, 2021, discussing the updated Phase 1 scope. PRAB provided comments and feedback during the presentation and would like to provide Council with the comments below, including some reiterated comments from previous presentations.

**Comments and Feedback for DSP Changes:**

- There were several amenities removed/replaced from the outdoor spaces in the northeastern section of the site. A playground/tot lot and community garden were removed and were replaced with a tiered plaza and an orchard park, respectively. PRAB believes that the play space should be reintroduced to the plan and are concerned with the maintenance required for the fruit-bearing trees and the surrounding grounds.
- There was discussion of providing funds to update/upgrade the existing playground on Breezewood Drive, east of Greenbelt Middle School. This would be a welcome upgrade to the area, but PRAB believes that it would be preferable to readd a playground/tot lot within the site.
- The dog park, while it includes water, seems too small (.06 acres) to accommodate the likely number of dogs in the residential buildings.
- The indoor recreation facility should be ready by the completion of the 700<sup>th</sup> unit (the first phase is comprised of 750 units total). The proposal should provide specific information about the proposed indoor space provided to the Recreation Department, including the proposed lease agreement, design, maintenance, operations, revenue and financial responsibility, staffing and liability concerns.

PRAB also emphasizes these previously shared comments and concerns:

- The 27,000 sq. ft. indoor recreation facility continues to be a welcome addition to the amenities in this part of Greenbelt and should increase programming opportunities for the Recreation Department.
- Encourage \$1 million to support renovation of existing Recreation facilities, and to provide for equipment and staffing (PRAB believes that no funds have been proposed for this purpose).
- Overall access equity of recreation amenities (indoor and outdoor) when considering the increase in population that comes with this redevelopment plan.
- Increased population and the impact on already overcrowded schools, traffic, public safety and the overall impact on the existing community when adding the additional residential units.

We continue to understand and appreciate that Beltway Plaza requires redevelopment in order to be a viable space moving forward—we just ask that the impacts to the existing community and City services be taken into consideration at each step in the planning process and in each phase of the project, since each phase has an independent planning and approval process.

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

## City Council Agenda Item Report

Meeting Date: August 9, 2021

Submitted by: Brian Townsend

Submitting Department: Public Works

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

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### **Subject:**

Award of Purchase - Police and Public Works Vehicles

### **Suggested Action:**

Reference: Memorandum, Brian Townsend, 8/02/2021

FY 2022 Vehicle Information Public Works/Planning

FY2022 Award of Purchase Public Works/Planning Vehicles and Equipment

Award of Purchase Police Vehicles

Memorandum, Brian Townsend, 8/2/2021

FY 2022 Vehicle Information Police

The FY 2022 Replacement Fund includes \$391,000 for the replacement of the following vehicles and equipment:

- #146 1990 GMC Aerial Lift Truck
- # 464 1998 Kubota Tractor with attachments
- #712 2008 Ford Focus, Gas
- #113 2006 Chevy Silverado, Pickup
- #408 2008 F-250 4x4 Pickup

As a member of Sourcewell 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 #012418-ALT for the purchase of a Altec Bucket Truck to replace the bucket truck (#146). The cost of the new Altec Bucket Truck is \$183,038.00.

Staff have also identified Sourcewell contract #GM-062117, for the replacement of Kubota Tractor with attachments (#464). Staff have requested and budgeted for two smaller tractor with cabs and snow plow attachments. This will aid with sidewalk snow removal along with being more flexibility on usage of the equipment. The cost for two (2) tractors with cab and plow attachment is \$73,405.00.

The replacement of Planning's 2008 Ford Focus (#712), gas engine staff are recommending it replaced with an electric vehicle. Staff has identified State of Maryland statewide contract



Blanket Purchase Order (BPO) #001B1600343 for 2022 Chevrolet Bolt contract price of \$29,878.00.

For the purchase of the two (2) replacement pickup trucks (#113 & #408) staff has identified Howard County contract #440003197. The cost for one (1) Ford F-250 Crewcab is \$41,268.00 with snow plow and \$35,711.00 without snow plow package.

The FY 2022 General Fund includes funding for the purchase of the following vehicles:

- Four (4) Ford Hybrid Police Interceptor Sport Utility Vehicles (SUV)

Staff has identified as State of Maryland statewide contract for Police SUV's under the State of Maryland Blanket Purchase Order (BPO) #001B1600353. The cost for one (1) Ford Police Interceptor is \$37,674. The total purchase price for all four (4) vehicles is \$150,696. The FY 2022 budget allotted \$254,000 for the purchase for these vehicles.

Staff recommends Council approve the following purchases:

- one (1) 2022 Altec Bucket Truck per the Sourcewell contract #012418-ALT from Altec, 1550 Aerial Ave., Creedmoor, NC 27525 for \$183,038.00
- two (2) 2022 Kubota tractors with cab and snow plows per Sourcewell contract #31327, Gateway Tractor & Equipment Co., Inc., 3030 Crain Highway, Upper Marlboro, MD, 20774 to a total of \$73,405.00
- one (1) 2022 Chevy Bolt's per State of Maryland statewide contract BPO #001B1600343 from Criswell Chevrolet Fleet Sales, 503 Quince Orchard Road, Gaithersburg, MD 20878, for \$29,878.00
- two (2) 2022 Ford F-250 pickup truck per Howard County #4400003197 from Hertrich Fleet Services, Inc., 1427 Bay Road Milford, DE 19963, for a total \$76,979.00
- four (4) Ford Hybrid Police Interceptor Sport Utility Vehicle per State of Maryland BPO #001B1600353 from Hertich Fleet Services, Inc., 1427 Bay Road, Milford, DE 19963 for \$150,696.00

**Attachments:**

[FY2022\\_Vehicle\\_Information\\_PW\\_Planning.pdf](#)

[FY2022\\_Vehicle\\_Information\\_Police.pdf](#)

[FY2022\\_Award\\_of\\_Purchase\\_PW\\_Planning.pdf](#)

[FY2022\\_Memorandum\\_Replacement\\_Fund\\_PW\\_Planning.pdf](#)

[FY2022\\_Memorandum\\_Police\\_New\\_Equipment.pdf](#)

[FY2022\\_Award\\_of\\_Purchase\\_Police.pdf](#)



Quote Number: 935019  
 Opportunity Number: 1643843  
 Sourcewell Contract #: 012418-ALT  
 Date: 7/8/2021

Quoted for: City of Greenbelt (MD)  
**Customer Contact: Brian Townsend**  
**Phone: / Email: 240-542-2151 / btownsend@greenbeltmd.gov**  
**Quoted by: Emily Barneycastle**  
**Phone: / Email: 443-745-4640 / rich.held@altec.com**  
**Altec Account Manager: Rich Held**

| REFERENCE ALTEC MODEL |                                                   | Sourcewell Price |
|-----------------------|---------------------------------------------------|------------------|
| LR860E70              | Overcenter Articulating Aerial Device (Insulated) | \$181,680        |

**(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)**

|   |  |  |  |
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| 1 |  |  |  |
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| 3 |  |  |  |
| 4 |  |  |  |

**(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)**

|                                  |       |                                    |                  |
|----------------------------------|-------|------------------------------------|------------------|
| 1                                | SPOT3 | FOUR (4) POINT STROBE SYSTEM (LED) | \$608            |
| 2                                |       |                                    |                  |
| 3                                |       |                                    |                  |
| <b>SOURCEWELL OPTIONS TOTAL:</b> |       |                                    | <b>\$182,288</b> |

**(B.) OPEN MARKET ITEMS (Customer Requested)**

|                                   |                      |                           |            |
|-----------------------------------|----------------------|---------------------------|------------|
| 1                                 | UNIT                 |                           |            |
| 2                                 | UNIT & HYDRAULIC ACC |                           |            |
| 3                                 | BODY                 |                           |            |
| 4                                 | BODY & CHASSIS ACC   |                           |            |
| 5                                 | ELECTRICAL           |                           |            |
| 6                                 | FINISHING            |                           |            |
| 7                                 | CHASSIS              |                           |            |
| 8                                 | OTHER                | LR8-60E70 M2-106 4x2 Auto |            |
| <b>OPEN MARKET OPTIONS TOTAL:</b> |                      |                           | <b>\$0</b> |

**SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$182,288**  
**Delivery to Customer at \$2.20 / mile: \$750**  
**TOTAL FOR UNIT/BODY/CHASSIS: \$183,038**

**(C.) ADDITIONAL ITEMS (items are not included in total above)**

|   |  |  |  |
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**\*\*Pricing valid for 45 days\*\***

**NOTES**

**PAINT COLOR:** White to match chassis, unless otherwise specified

**WARRANTY:** Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.

**TO ORDER:** To order, please contact the Altec Account Manager listed above.

**CHASSIS:** Per Altec Commercial Standard

**DELIVERY:** No later than 300 days ARO, FOB Customer Location

**TERMS:** Net 30 days

**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

**TRADE-IN:** Please ask your Altec Account Manager for more information

**BUILD LOCATION:** Creedmoor, NC

Sourcewell LR8-60E70 M2-106 4x2 Auto

Quote Provided By  
Gateway Tractor & Equipment Co., Inc.  
PAUL KAHLER  
3030 Crain Highway  
Upper Marlboro, MD 20774  
email: paul.kahler@gatewaytractor.com  
phone: 4438715688

8-5-21

**Sourcewell**  
GM 062117, CE 042815, AG 021815  
NJPA Arkansas 4600031466  
NJPA Delaware GSS 13673

GM-031121 CE-042815 AG-021815  
Delaware GSS-17673  
Arkansas 4600031466

**Contract Pricing Worksheet**

PHONE: (817) 756-1171 FAX: (844) 582-1581

EMAIL: NA.SUPPORT@KUBOTA.COM

Sourcewell2021-35

|                   |                                    |           |                                    |
|-------------------|------------------------------------|-----------|------------------------------------|
| Purchasing Party: | City of Green Belt                 | REMIT TO: | Gateway Tractor & Equipment Co Inc |
| Contact:          | Tony Fendlay                       | ADDRESS:  | 3030 Crain Highway                 |
| Phone #:          | 301-474-8000                       | CITY:     | Upper Marlboro STATE: MD           |
| Fax #:            |                                    | DLR #     | PHONE: 301-627-6400                |
| Email:            | tfendlay@gmail.com                 | CONTACT   | FAX:                               |
| Quoted By:        | Rusty Pugh - rusty.pugh@kubota.com |           |                                    |

**COMMENTS:** Prices for product quoted are good for 60 days from quote date/Subject to Availability

**IMPORTANT - PURCHASE ORDER MUST BE MADE OUT TO THE QUOTING/DELIVERING DEALER**

| General Description of Product                                                                                                                                                                                                                                |                  | KX, R, S, SL & U Series (24%) | RTV Series (22%)        | Z, F, BX, B, TLB, L, M Series (22%)    | T/G Series (22%)             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------------|-------------------------|----------------------------------------|------------------------------|
| Discounts from MSRP                                                                                                                                                                                                                                           |                  |                               |                         |                                        |                              |
| <b>ORDERING INFORMATION</b>                                                                                                                                                                                                                                   |                  |                               |                         |                                        |                              |
| QTY                                                                                                                                                                                                                                                           | Product Code     | MODEL CODE                    | DESCRIPTION             | UNIT LIST PRICE                        | LIST DISC %                  |
| <b>FOR KUBOTA USE ONLY</b>                                                                                                                                                                                                                                    |                  |                               |                         |                                        |                              |
|                                                                                                                                                                                                                                                               |                  |                               |                         | NATIONAL ACCT. DISCOUNT PRICE          | TOTAL LIST PRICE             |
|                                                                                                                                                                                                                                                               |                  |                               |                         |                                        | TOTAL NATIONAL ACCOUNT PRICE |
| <b>A. Catalog / Price Sheet Items being purchased - Itemize Below</b>                                                                                                                                                                                         |                  |                               |                         |                                        |                              |
| 2                                                                                                                                                                                                                                                             | F3990            | Base Price                    | Tractor                 | \$ 26,504.00                           | 22%                          |
| 2                                                                                                                                                                                                                                                             | F5313            |                               | Roof mounted LED strobe | \$ 189.00                              | 22%                          |
| 2                                                                                                                                                                                                                                                             | B2765A-60        |                               | Front Blade             | \$ 1,771.00                            | 22%                          |
| 8                                                                                                                                                                                                                                                             | BL8060           |                               | Front suitcase weights  | \$ 74.00                               | 22%                          |
| 2                                                                                                                                                                                                                                                             | RCK72P-F39-72    |                               | 72" mower deck          | \$ 4,899.00                            | 22%                          |
| 2                                                                                                                                                                                                                                                             | F8283            |                               | Hydraulic Valve         | \$ 459.00                              | 22%                          |
| 2                                                                                                                                                                                                                                                             | E1133            |                               | Plastic canopy kit      | \$ 459.00                              | 22%                          |
| 2                                                                                                                                                                                                                                                             | F5206            |                               | Hard cab enclosure      | \$ 5,799.00                            | 22%                          |
| 2                                                                                                                                                                                                                                                             | F5216            |                               | Remote Hydraulic kit    | \$ 179.00                              | 22%                          |
| 2                                                                                                                                                                                                                                                             | F5212A           |                               | Male quick hitch        | \$ 319.00                              | 22%                          |
| 2                                                                                                                                                                                                                                                             | BX8064A          |                               | Front weight bracket    | \$ 104.00                              | 22%                          |
| 8                                                                                                                                                                                                                                                             | BL8062           |                               | Front weight bolt kit   | \$ 9.00                                | 22%                          |
| <b>Subtotal A:</b>                                                                                                                                                                                                                                            |                  |                               |                         | \$ 40,765.00                           |                              |
| <b>B. Unpublished Options, Accessory or Service Items - Itemize Below</b>                                                                                                                                                                                     |                  |                               |                         |                                        |                              |
|                                                                                                                                                                                                                                                               |                  |                               |                         |                                        |                              |
|                                                                                                                                                                                                                                                               |                  |                               |                         |                                        |                              |
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|                                                                                                                                                                                                                                                               |                  |                               |                         |                                        |                              |
|                                                                                                                                                                                                                                                               |                  |                               |                         |                                        |                              |
| <b>Subtotal B:</b>                                                                                                                                                                                                                                            |                  |                               |                         | \$ -                                   |                              |
| <b>C. Other Allowances, Discounts, Trade-ins, Freight, Make Ready or Miscellaneous Charges</b>                                                                                                                                                                |                  |                               |                         |                                        |                              |
| 2                                                                                                                                                                                                                                                             | 2yr ext warranty | 2yr ext warranty              |                         | \$ 1,300.00                            |                              |
| 2                                                                                                                                                                                                                                                             | Dealer assembly  | Dealer assembly               |                         | \$ 2,471.58                            |                              |
| 2                                                                                                                                                                                                                                                             | Freight          | Freight                       |                         | \$ 690.00                              |                              |
| 2                                                                                                                                                                                                                                                             | PDI              | PDI                           |                         | \$ 250.00                              |                              |
| 1                                                                                                                                                                                                                                                             |                  |                               |                         |                                        |                              |
| 1                                                                                                                                                                                                                                                             |                  |                               |                         |                                        |                              |
| <b>Subtotal C:</b>                                                                                                                                                                                                                                            |                  |                               |                         | \$ 4,711.58                            |                              |
| Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options                                                                                                                                     |                  |                               |                         | For this transaction the percentage is |                              |
|                                                                                                                                                                                                                                                               |                  |                               |                         |                                        |                              |
| <b>TOTAL= (A+B+C)</b>                                                                                                                                                                                                                                         |                  |                               |                         | \$45,476.58                            |                              |
|                                                                                                                                                                                                                                                               |                  |                               |                         | \$36,259.46                            |                              |
|                                                                                                                                                                                                                                                               |                  |                               |                         | \$91,451.16                            |                              |
|                                                                                                                                                                                                                                                               |                  |                               |                         | \$73,405.00                            |                              |
| <b>Pricing Subject to Established Membership</b>                                                                                                                                                                                                              |                  |                               |                         |                                        |                              |
| <b>AUTHORIZED SIGNATURE: X</b>                                                                                                                                                                                                                                |                  |                               |                         | <b>DATE</b>                            |                              |
| Sourcewell order processing charge of 1.5% on Section A items is the responsibility of the quoting dealer. Kubota will reimburse NJPA for the entire order processing charge and deduct the amount available in Section B from internal Kubota bid discounts. |                  |                               |                         |                                        |                              |
| All orders are subject to the terms and conditions as outlined in the National Purchase Agreement.                                                                                                                                                            |                  |                               |                         | Payment Terms = Net 45 Days            |                              |
| SUBJECT TO ALL APPLICABLE SALES TAX                                                                                                                                                                                                                           |                  |                               |                         |                                        |                              |
| The Standard Kubota Warranty Applies, which does not include pick up or delivery.                                                                                                                                                                             |                  |                               |                         | Verified By: BW                        |                              |
| FOR KTC INTERNAL USE                                                                                                                                                                                                                                          |                  | Quote #: Sourcewell2021-3     |                         |                                        |                              |

**Brian Townsend**

---

**From:** Scott Silverman <Fleet-Man@msn.com>  
**Sent:** Tuesday, June 22, 2021 5:31 PM  
**To:** Brian Townsend  
**Subject:** Re: 2022 Chevrolet Bolt I2  
**Attachments:** Greenbelt 2022 Bolt EV 1LT.pdf; 001B1600343- Chevrolet Bolt.PDF

**\$28,883 MD State Bid BPO 001B1600343**

495 Driver Confidence Package

500 Two Additional Keys Programmed

**\$29,878 Contract Price**

2021 MD State contract offering a new 2022 Chevrolet Bolt

Factory order estimate 90 days.

**Scott Silverman**  
Fleet Sales Manager  
Criswell Automotive  
Gaithersburg, MD

301-948-5460 Office  
240-876-8233 Mobile  
[fleet-man@msn.com](mailto:fleet-man@msn.com)

**CRISWELL**  
**FLEETSALES.COM**



# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

BPO NO: 001B1600343

PRINT DATE: 02/11/21

PAGE: 01

|                                                                                                                      |                                                          |                                                                                                |
|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|------------------------------------------------------------------------------------------------|
| <b>SHIP TO:</b><br><br>AS SPECIFIED ON INDIVIDUAL ORDERS                                                             |                                                          |                                                                                                |
| <b>VENDOR ID:</b><br>CRISWELL CHEVROLET INC<br>503 QUINCE ORCHARD RD<br><br>GAITHERSBURG, MD 20878<br>(301 )948-5460 |                                                          | <b>REFER QUESTIONS TO:</b><br><br>ALLEGRA DAYE<br>(410 )767-4032<br>ALLEGRA.DAYE1@MARYLAND.GOV |
| <b>ITB:</b> 001IT821200                                                                                              | <b>EXPR DATE:</b> 02/09/22<br><b>POST DATE:</b> 02/10/21 | <b>DISCOUNT TERMS:</b> . NET 30 DAY<br><b>CONTRACT AMOUNT:</b> .00                             |

### TERMS:

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

\*\*\*\*\*

MARYLAND STATEWIDE CONTRACT  
FOR  
2021 SEDANS  
VEHICLE TYPE: 1-E

\*\*\*\*\*

THE PRECEDENCE OF THE CONTRACTOR WILL BE IDENTIFIED AS PRIMARY CONTRACTOR (1ST), AND SECONDARY CONTRACTOR (2ND).

VENDOR CONTACT: SCOTT SILVERMAN

VENDOR ADDRESS: 503 QUINCE ROAD, GAITHERSBURG, MD 20878

VENDOR PHONE: 301-948-5460

VENDOR E-MAIL: FLEET-MAN@MSN.COM

CONTRACT TERM: ONE (1) YEAR WITH ONE (1) YEAR RENEWAL OPTION.

CONTRACT PERIOD: FROM DATE OF AWARD OR UNTIL PRODUCTION IS CUT OFF BY THE MANUFACTURER (WHICHEVER COMES FIRST). SUCCESSFUL VENDOR MUST NOTIFY THE PROCUREMENT OFFICER FOR THE STATE OF MARYLAND, DEPARTMENT OF GENERAL SERVICES REGARDING PRODUCTION CUT-OFF AS SOON AS THE DEALERSHIP IS NOTIFIED BY THE MANUFACTURER.

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

BPO NO: 001B1600343

PRINT DATE: 02/11/21

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### TERMS (cont'd):

AT TIME OF DELIVERY FROM DEALER, EACH VEHICLE SHALL CONTAIN A MINIMUM OF FIVE (5) GALLONS OF GASOLINE.

DEALER MUST POSSESS A VALID STATE OF MARYLAND MOTOR VEHICLE ADMINISTRATION (MVA) DEALER'S LICENSE. DEALER MUST ALSO POSSESS A VALID STATE OF MARYLAND MOTOR VEHICLE ADMINISTRATION SALESMAN'S LICENSE. A COPY OF THE AFOREMENTIONED LICENSES MUST BE PROVIDED UPON REQUEST.

VEHICLE MUST BE DELIVERED WITH A CERTIFICATE OF ORIGIN.

DEALER WILL BE REQUIRED UPON DELIVERY TO SUBMIT A CERTIFICATE SHOWING THAT THE VEHICLE WAS SERVICED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED NEW MOTOR VEHICLE PREPARATION CHECK SHEET. THIS CERTIFICATION IS TO BE SIGNED BY THE PERSON WHO SERVICED THE VEHICLE, AS WELL AS THE OWNER AND/OR DESIGNATED REPRESENTATIVE OF MANAGEMENT. OF MANAGEMENT.

THERE IS TO BE NO DEALER IDENTIFICATION ATTACHED TO THE NEW VEHICLE.

TIRES: TIRES RECALLED BY ANY MANUFACTURER WILL NOT BE ACCEPTED. IF A MODEL TIRE IS RECALLED BETWEEN CONTRACT AWARD AND VEHICLE DELIVERY, IT WILL BE THE RESPONSIBILITY OF THE DEALER TO REPLACE ANY SUCH TIRES PRIOR TO DELIVERY OF THE VEHICLE

### WARRANTY:

BASIC YEARS: 3  
BASIC MILES/KM: 36,000  
DRIVETRAIN YEARS: 5  
DRIVETRAIN MILES/KM: 60,000  
DRIVETRAIN NOTE: QUALIFIED FLEET PURCHASES: 5 YEARS/100,000 MILES  
CORROSION YEARS (RUST-THROUGH): 6  
CORROSION YEARS: 3  
CORROSION MILES/KM (RUST-THROUGH): 100,000  
CORROSION MILES/KM: 36,000  
HYBRID/ELECTRIC COMPONENTS YEARS: 8  
HYBRID/ELECTRIC COMPONENTS MILES/KM: 100,000  
ROADSIDE ASSISTANCE YEARS: 5  
ROADSIDE ASSISTANCE MILES/KM: 60,000  
ROADSIDE ASSISTANCE NOTE: QUALIFIED FLEET PURCHASES: 5 YEARS/100,000 MILES  
MAINTENANCE NOTE: 1 YEAR/1 VISIT

THERE SHALL BE ZERO (-0-) DEDUCTIBLE ON THE WARRANTY.

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

BPO NO: 001B1600343

PRINT DATE: 02/11/21

PAGE: 03

### TERMS (cont'd):

STANDARD AND/OR EXTENDED WARRANTY PAPERS MUST BE GIVEN AT TIME OF VEHICLE DELIVERY.

ANY REDUCTION OF PRICES DURING THE PERIOD OF THIS CONTRACT SHALL BE PASSED ON TO THE STATE OF MARYLAND.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

#### PROCESSING FEE

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

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

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

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS:  
THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.  
PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT FOR ENTITIES DESCRIBED IN (6) (A) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

BPO NO: 001B1600343

PRINT DATE: 02/11/21

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### TERMS (cont'd):

- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
  - (I) RECEIVES STATE MONEY; AND
  - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
  - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
  - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE; OR
- (6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.
  - (B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.
  - (B) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.
- (7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER STATE.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # 001IT821200/BPM021105 INCORPORATED HEREIN BY REFERENCE.



**BLANKET PURCHASE ORDER**  
**STATE OF MARYLAND**

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

**BPO NO:** 001B1600343

**PRINT DATE:** 02/11/21

**PAGE:** 05

| <u>LINE #</u> | <u>STATE ITEM ID</u> | <u>U/M</u> | <u>UNIT COST</u> |  |
|---------------|----------------------|------------|------------------|--|
| 0001          | 07006                | EA         | 28,883.0000      |  |

AUTOMOBILES AND STATION WAGONS

TYPE 1-E COMPACT SEDAN, ELECTRIC  
MAKE & MODEL: CHEVROLET EV 5DR WGN LT

\*\*PRIMARY CONTRACTOR (1ST)\*\*

\_\_\_\_\_  
END OF ITEM LIST

\*\*\*\*\* LAST PAGE \*\*\*\*\*

**AUTHORIZED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
BUYER AUTHORIZED DESIGNEE

# 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

June 24, 2021

City of Greenbelt  
555 Crescent Rd.  
Greenbelt, MD 20770

Brian Townsend,

We are pleased to provide a quote for a 2022 Ford F250 3/4 ton Crew Cab Pick Up priced per Howard County Contract # 4400003197, and equipped as follows:

2022 FORD F250 4WD, 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**

| ✓ | Code       | Description                                                   | Amount          |
|---|------------|---------------------------------------------------------------|-----------------|
|   | <b>W2B</b> | 2022 F250 – Crew Cab - 4WD 6'75" BED – 160" WB                |                 |
|   | Z1/AS      | Oxford White Exterior & Medium Earth Gray 40/20/40Vinyl Bench |                 |
|   | 996/44G    | 6.2L V8 & 6 Speed Automatic Transmission                      |                 |
|   | 4WD        | 4 Wheel Drive                                                 |                 |
|   | GVWR       | 10000# GVWR                                                   |                 |
|   | TBM        | LT245 BSW AT 17 " Tires                                       |                 |
|   | X3E        | 3.73 E – Locking Rear Axle                                    |                 |
|   | 52B        | Integrated Trailer Brake Controller                           |                 |
|   | 85S        | Spray In Bed Liner                                            |                 |
|   | 66S        | Up Fitter Switches (6) (req. 67D Extra HD Alternator)         |                 |
|   | 67D        | 240 Amp Alternator                                            |                 |
|   | 43B/924    | Rear Window Defroster and Privacy Glass                       |                 |
|   | 86M        | Dual Batteries                                                |                 |
|   | 512        | Spare Tire & Wheel                                            |                 |
|   |            | <b>MSRP \$46,045</b>                                          |                 |
|   |            | Price per Howard County Contract                              | \$40,434        |
|   |            | Discount per Contract                                         | (\$1,223)       |
|   |            | Additional Government Concession                              | \$(3,500)       |
|   |            | <b>Total for vehicle</b>                                      | <b>\$35,711</b> |

Please get in touch with any questions, changes, or to submit an order. 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

June 24, 2021

City of Greenbelt  
555 Crescent Rd.  
Greenbelt, MD 20770

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| ✓ | Code       | Description                                                         | Amount          |
|---|------------|---------------------------------------------------------------------|-----------------|
|   | <b>W2B</b> | 2022 F250 – Crew Cab - 4WD 6'75" BED – 160" WB                      |                 |
|   | Z1/AS      | Oxford White Exterior & Medium Earth Gray 40/20/40Vinyl Bench       |                 |
|   | 996/44G    | 6.2L V8 & 6 Speed Automatic Transmission                            |                 |
|   | 4WD        | 4 Wheel Drive                                                       |                 |
|   | GVWR       | 10000# GVWR                                                         |                 |
|   | TBM        | LT245 BSW AT 17 " Tires                                             |                 |
|   | X3E        | 3.73 E – Locking Rear Axle                                          |                 |
|   | 52B        | Integrated Trailer Brake Controller                                 |                 |
|   | 85S        | Spray In Bed Liner                                                  |                 |
|   | 66S        | Up Fitter Switches (6) (req. 67D Extra HD Alternator)               |                 |
|   | 67D        | 240 Amp Alternator                                                  |                 |
|   | 43B/924    | Rear Window Defroster and Privacy Glass                             |                 |
|   | 86M        | Dual Batteries                                                      |                 |
|   | 512        | Spare Tire & Wheel                                                  |                 |
|   | 473        | Snow Plow Prep Pkg.                                                 |                 |
|   |            | <b>MSRP \$46,295</b>                                                |                 |
|   |            | Price per Howard County Contract                                    | \$40,651        |
|   |            | Discount per Contract                                               | (\$1,223)       |
|   |            | Additional Government Concession                                    | \$(3,500)       |
|   |            | <b>Total for Truck</b>                                              | <b>\$35,928</b> |
|   |            | <b>Install Boss 8'0 ft Straight Blade Plow &amp; Snow Deflector</b> | <b>\$5,340</b>  |
|   |            | <b>Total for Truck &amp; Plow</b>                                   | <b>41,268</b>   |

Please get in touch with any questions, changes, or to submit an order. I look forward to hearing from you.

# 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 4, 2021

City of Greenbelt  
555 Crescent Road  
Greenbelt, MD 20770

Brian Townsend,

We are pleased to provide this quote for a 2022 Ford Police Interceptor Utility, K8A, priced per **Maryland BPO# 001B1600353**, and equipped as follows: 3.3L V6 TI-VCT Engine, 10 Speed Automatic Transmission, Rear Door Locks/Windows In Operable, Courtesy Lamp Disable, Daytime Running Lamps Rear View Camera Display in Rear View Mirror.

| ✓ | Code      | Description                                                                        | Amount          |
|---|-----------|------------------------------------------------------------------------------------|-----------------|
|   | Vehicle   | 2022 Ford Police Interceptor Utility AWD ; 3.3L V6 DI Engine- <b>Type 10-4-M-P</b> |                 |
|   | 99W/44B   | 3.3L <b>HYBRID</b> Engine – <b>Type 4-10-M-P-H</b>                                 | <b>\$35,649</b> |
|   | YZ/96     | Oxford White Exterior - Ebony Cloth Front Buckets & Rear Vinyl Bench               | N/C             |
|   | 500A      | All Standard Equipment per PEP 500A                                                | N/C             |
|   | BLT       | Bluetooth Connectivity                                                             | STD             |
|   | 153       | Front License Plate Bracket                                                        | N/C             |
|   | 76R       | Reverse Sensing                                                                    | \$295           |
|   | 18D       | Global Unlock                                                                      | NC              |
|   | 16D       | Badge Delete : Deletes "Police Interceptor"                                        | N/C             |
|   | 55F       | Remote Keyless Entry                                                               | \$340           |
|   | 549       | Mirrors – Heated Sideview                                                          | \$60            |
|   | 60R       | Noise Suppression Bonds (Ground Straps)                                            | \$100           |
|   | 43D       | Dark Car Feature                                                                   | \$25            |
|   | 60A       | Pre-wiring for Grille LED Lights, siren and speaker                                | \$60            |
|   | 55B / 54Z | BLIS – Blind Spot Monitoring with Cross Traffic Alert (incl. Heated Mirrors)       | \$545           |
|   | 59_*      | Keyed Alike- 7 codes available –OK with Keyless –opt 55F                           | \$50            |
|   | STD       | Rear View Camera Display in Center Stack                                           | NC              |
|   |           | Rear Door Locks & Windows – <b>Operable</b>                                        | INCL            |
|   | 21L       | Front Warning Auxiliary LED Lights (Driver – Red / Passenger – Blue)               | \$550           |
|   |           |                                                                                    |                 |
|   |           | <b>Total per Vehicle</b>                                                           | <b>\$37,674</b> |

Please feel free to contact us with any questions, changes or to place an order

Respectfully Submitted,

Jim Blecki

?? Award of Purchase – Public Works Vehicles/Equipment & Planning Vehicle

Reference: Memorandum, Brian Townsend, 8/02/21  
FY 2020 Replacement Fund Budget

The FY 2022 Replacement Fund includes \$391,000 for the replacement of five Public Works vehicles and one Recreation vehicle:

- #146 1990 GMC Aerial Lift Truck
- #712 2008 Ford Focus, Gas
- #113 2006 Chevy Silverado, Pickup
- #464 2008 F-250, Pickup
- #464 1998 Kubota Tractor with attachments

The City is a member of the organization Sourcewell, a national cooperative purchasing organization for local governments, educational institutions and non-profits. Staff has identified competitively solicited contracts #012418-ALT through Sourcewell for a Altec Bucket Truck for \$183,038.00 and contract #31327, for the purchase of two Kubota Tractors at a cost of \$73,405.00.

Staff has identified State of Maryland statewide contract BPO #001B1600343 for 2022 Chevrolet Bolt contract price of \$29,878.

Staff has identified Howard County contract #4400003197 for two F-250 Crewcab for \$76,979.00.

The total cost for one Bucket truck, two pickup trucks, two tractors with attachments, one electric vehicle, is \$363,300.00. The total budgeted for FY2022 in the replacement fund for vehicles and equipment is \$391,000.00. (Replacement Fund pages 234 & 235)

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 Planning vehicles and equipment as follows:

- One (1) 2022 Altec Bucket Truck per the Sourcewell contract #012418-ALT from Altec, 1550 Aerial Ave., Creedmoor, NC. 27525 for \$183,038.00.
- Two (2) 2022 Kubota tractors with cab and snow plows per Sourcewell contract #GM-062117, Gateway Tractor & Equipment Co., Inc., 3030 Crain Highway, Upper Marlboro, Md., 20774 to a total of \$71,587.20.
- One (1) 2022 Chevy Bolt's per State of Maryland statewide contract BPO #001B1600343 from Criswell Chevrolet Fleet Sales, 503 Quince Orchard Road, Gaithersburg, MD 20878, for \$29,878.00.
- Two (2) 2022 Ford F-250 pickup truck per Howard County #4400003197 from Hertrich Fleet Services, Inc., 1427 Bay Road, Milford, DE 19963, for a total \$76,979.00.

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

## **MEMORANDUM**

---

Date: August 2, 2021

To: Nicole Ard, City Manager

From: Brian Townsend, Assistant Public Works Director

VIA: Jim Sterling, Public Works Director

Re: Replacement of four (4) Public Works Vehicles/Equipment and One (1) Planning vehicle

### **Public Works and Planning**

The Fiscal Year (FY) 2022 Replacement Fund includes \$391,000 for the replacement of the following vehicles and equipment:

- #146 1990 GMC Aerial Lift Truck
- #464 1998 Kubota Tractor with attachments
- #712 2008 Ford Focus, Gas
- #113 2006 Chevy Silverado, Pickup
- #408 2008 F-250 4x4 Pickup

As a member of Sourcewell 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 #012418-ALT for the purchase of a Altec Bucket Truck to replace the bucket truck (#146). The cost of the new Altec Bucket Truck is \$183,038.00 (See attached pricing from Altec). We have also identified Sourcewell contract #GM- 062117, for the replacement of Kubota Tractor with attachments (#464). We have requested and budgeted for two smaller tractors with cabs and snow plow attachments. This will aid us with sidewalk snow removal along with being more flexibility on usage of the equipment. The cost for two tractors with cab and plow attachment is \$73,405.00.

For the replacement of Planning's 2008 Ford Focus (712), gas engine we are recommending it replacing with an electric vehicle. We have identified State of Maryland statewide contract BPO #001B1600343 for 2022 Chevrolet Bolt contract price of \$29,878.00. See attached pricing from Criswell Chevrolet Fleet Sales.

For the purchase of the two replacement pickup trucks, (unit 113, and unit 408) Staff has identified Howard County contract #4400003197. The cost for one Ford F-250 crewcab is \$41,268.00 with snow plow and \$35,711.00 without snow plow package. See attached F-250 pricing from Hertrich Fleet Services, Inc.. The cost for these two vehicles will be \$76,979. Both vehicles will come equipped with four-wheel drive.

The total cost for one Bucket truck, two pickup trucks, two tractors with attachments, one electric vehicle, is \$363,300.00. The total budgeted for FY2022 in the replacement fund for vehicles and equipment is \$391,000.00. (Replacement Fund pages 234 & 235)

### **Summary Recommendations**

Staff recommends Council approve the following purchases:

- One (1) 2022 Altec Bucket Truck per the Sourcewell contract #012418-ALT from Altec, 1550Aerial Ave., Creedmoor, NC. 27525 for \$183,038.00.
- Two (2) 2022 Kubota tractors with cab and snow plows per Sourcewell contract #31327, Gateway Tractor & Equipment Co., Inc., 3030 Crain Highway, Upper Marlboro, Md., 20774 to a total of \$73,405.00.
- One (1) 2022 Chevy Bolt's per State of Maryland statewide contract BPO #001B1600343 from Criswell Chevrolet Fleet Sales, 503 Quince Orchard Road, Gaithersburg, MD 20878, for \$29,878.00.
- Two (2) 2022 Ford F-250 pickup truck per Howard County #4400003197 from Hertrich Fleet Services, Inc., 1427 Bay Road, Milford, DE 19963, for a total \$76,979.00.

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

## **MEMORANDUM**

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Date: August 2, 2021  
To: Nicole Ard, City Manager  
From: Brian Townsend, Assistant Public Works Director  
VIA: Jim Sterling, Public Works Director  
Re: Replacement of four (4) Police Vehicles

### **Police Vehicles**

The Fiscal Year (FY) 2022 General Fund includes funding for the purchase of the following vehicles:

- Four (4) Ford Hybrid Police Interceptor Sport Utility Vehicles (SUV)

Staff has identified a State of Maryland statewide contract for Police SUV's under the State of Maryland Blanket Purchase Order (BPO) # 001B1600353. The cost for one (1) Ford Police Interceptor is \$37,674. See attached pricing from Hertrich Fleet Services, Inc.

The total purchase price for all four (4) vehicles is \$150,696. The FY 2022 budget allotted \$254,000 for the purchase of these vehicles. (Public Safety page 94)

### **Summary Recommendations**

Staff recommends Council approve the purchases of four (4) Ford Hybrid Police Interceptor Sport Utility Vehicle per the State of Maryland BPO #001B1600353 from Hertrich Fleet Services, Inc., 1427 Bay Road, Milford, DE 19963 for \$150,696.



??.

Award of Purchase – Police Vehicles

Reference: Memorandum, Brian Townsend, 8/2/2021  
FY 2022 General Fund Budget Page 94

The FY 2022 General Fund includes funding for the following Police vehicles:

- Four (4) Ford Hybrid Police Interceptor Sport Utility Vehicle (SUV)

Staff has identified a State of Maryland statewide contract for Police vehicles under the Blanket Purchase Order BPO # 001B1600353 at a cost of \$37,674 per vehicle for a total cost of \$150,696. The FY 2021 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 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 six (4) Police SUV's under the State of Maryland Blanket Purchase Order (BPO) # 001B1600353 from Hertrich Fleet Services at a total cost of \$150,696.

(BA)

## City Council Agenda Item Report

Meeting Date: August 9, 2021

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

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**Subject:**

Maryland Massive Ransomware Attack

**Suggested Action:**

Councilmember Pope requested this item be added to the agenda.

**Attachments:**

[MSN News Article - Maryland town knocked offline as part of massive ransomware attack.pdf](#)

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## Maryland town knocked offline as part of massive ransomware attack

Joseph Choi 7/8/2021



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A Maryland town was taken offline last week during the massive ransomware attack on through Miami-based technology firm Kaseya.



© Getty Images Maryland town knocked offline as part of massive ransomware attack

The Washington Post reported Thursday that Leonardtown in Southern Maryland fell victim to the cyberattack, with town administrator Laschelle McKay first learning of the problem when she logged on Friday.

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what's this?

"Everything shut down," McKay said. "You couldn't open any document, you're completely locked from all your files."

The town's IT management company JustTech is a client of Kaseya's and uses products that had been affected by the hack, the Post reported.

In emails sent by JustTech to Leonardtown, the company said neither of its "servers nor your network were directly hacked or breached. The intrusion came through the remote monitoring and security software we utilize from an industry leading provider."

McKay told the Post that Leonardtown had been informed by JustTech that the ransomware gang REvil was demanding \$45,000 per computer, but the town's government never seriously considered paying. They are instead proceeding to attempt

to get back online through computer backups.



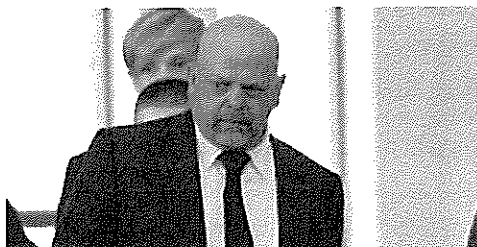
All but two of the town's 19 computers were affected -- a computer used by an employee who was on vacation was unaffected, along with an older computer that had been left at an employee's home.

JustTech has said it will be able to restore the town's system, the Post reported, but it is unclear how long this will take as the IT company itself was impacted by the breach.

The REvil ransomware gang, also known as Sodinokibi, has demanded \$70 million in total in exchange for the data it is currently holding hostage. Kaseya has so far no said whether it plans on paying the ransom. Thousands of tech companies around the world who were clients of Kaseya have been affected by the breach, with businesses, schools and public sector entities all being impacted.

The Dutch Institute for Vulnerability Disclosure revealed this week that it had detected multiple vulnerabilities in Kaseya's system earlier in April, with one of the vulnerabilities ultimately being exploited by the hackers. The organization did not publicly reveal their discovery at the time, fearing it would invite the type of attack that occurred last week as they worked on a patch for the vulnerability.

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#### MORE FOR YOU

## City Council Agenda Item Report

Meeting Date: August 9, 2021

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

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**Subject:**

Letter to Governor Hogan, Transportation Secretary Slater, and Maryland Legislators

**Suggested Action:**

Reference: Draft Letter

Green ACES, Recommendation #2021-20

Councilmember Davis requested this item be added to the agenda.

On May 6th, Greenbelt Advisory Committee on Environmental Sustainability submitted a recommendation to Council to send a letter to Governor Hogan, Transportation Secretary Slater, and Maryland Legislators to recommend that Maryland launch the Transportation and Climate Initiative (TCI).

Included in Council's packet is a draft letter to the Governor urging the launch of the TCI.

Council approval is recommended.

**Attachments:**

[Hogan Letter to Implement TCI 8-3-21.pdf](#)

[Green ACES Rec 2021-02 -- TCI Support.pdf](#)

August 3, 2021

The Honorable Larry J. Hogan  
Governor of Maryland  
100 State Circle  
Annapolis, Maryland 21401-1925

Dear Governor Hogan:

Re: Launch of the Transportation and Climate Initiative Program (TCI)

On behalf of the Greenbelt City Council I urge you to sign the Memorandum of Understanding and join Massachusetts, Connecticut, Rhode Island, and the District of Columbia, in implementing the Transportation and Climate Initiative (TCI) Program. Maryland needs a policy that accelerates the transition to a low-carbon transportation future and one that delivers a better, cleaner, and more resilient transportation system that benefits all our communities. This is particularly important for those underserved by current transportation options and disproportionately burdened by pollution, while making significant reductions in greenhouse gases and other harmful air pollution across the region.

The City of Greenbelt has long been a leader in implementing sustainable transportation options, procuring alternative fuel vehicles over the past two decades. Greenbelt was among the first jurisdictions in the region to purchase natural gas vehicles and hybrid vehicles. Greenbelt is now transitioning to electric vehicles, has installed EV charging stations throughout the city and is developing an EV infrastructure plan. We have also earned Sustainable Maryland certification and participate in the Maryland Smart Energy Communities program. Greenbelt was established by the FDR Administration to be a walkable and bike-able community, and while we can only do so much as a municipality, for many years the City has advocated at the national, state, and regional levels for long-term, sustainable transportation solutions.

We need the State to step up and commit to advancing sustainable transportation options and utilizing alternative financing to provide equitable, resilient, affordable, and clean mobility access to all Marylanders. Signing on to launching the TCI in Maryland will help us achieve these goals.

Thank you for this consideration.

Sincerely,

Colin A. Byrd  
Mayor

cc: Gregory Slater, Transportation Secretary  
Senator Paul Pinsky  
Delegate Anne Healy  
Delegate Alonzo Washington  
Delegate Nicole Williams  
Greenbelt City Council

DRAFT



Greenbelt Advisory Committee on Environmental Sustainability

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

**May 6, 2021**

**Recommendation #2021-02**

**SUBJECT:** Letter of Recommendation that Maryland Launch the Transportation and Climate Initiative (TCI)

**BACKGROUND:** The Transportation and Climate Initiative (TCI) is a regional collaboration of Northeast, Mid-Atlantic, and Southeast states and the District of Columbia that seeks to improve transportation, develop the clean energy economy and reduce carbon emissions from the transportation sector.

TCI is a regional policy with bipartisan support to clean up transportation carbon emissions through a cap-and-invest approach. This is a system similar to the Regional Greenhouse Gas Initiative (RGGI) in which a carbon emission budget is established and emitters obtain allowances to emit a certain amount of carbon. Once in place, the number of available carbon allowances is gradually reduced, giving emitters time to find the cheapest market-based solutions for decreasing their emissions. The TCI planners hope to replicate for the transportation sector the success RGGI has had in reducing greenhouse gases from the electric power industry.

The governors of Massachusetts, Connecticut, and Rhode Island, and the mayor of the District of Columbia announced in December 2020 that theirs will be the first jurisdictions to launch the TCI Program.

Eight states (Delaware, Maryland, New Jersey, New York, North Carolina, Pennsylvania, Vermont, and Virginia) have participated actively in developing the TCI-P and have the opportunity to join the program in the future.

In the current proposal, the gasoline and diesel wholesale fuel suppliers and others who bring fossil fuels into the regional distribution system would be treated as the emitters. Allowances can be traded among emitters, so, for example, if Company A reduces its emissions by a large amount, it would then have allowances it could sell to Company B, which needs them. The net effect is that the marketplace itself finds the most cost-effective places to reduce carbon emissions, thereby achieving emission goals while minimizing costs.

The Transportation and Climate Initiative Program (TCI-P) expects to cut greenhouse gas emissions from motor vehicles in the region by an estimated 26% from 2022 to 2032, and generate a total of more than \$3 billion over ten years for the participating jurisdictions to invest.



The Memorandum of Understanding signed by Massachusetts, Connecticut, Rhode Island, and the District of Columbia also includes a commitment to dedicate a minimum of 35% of each jurisdiction's proceeds—an expected \$100 million each year in the inaugural jurisdictions combined—to ensure that communities underserved by the transportation system and overburdened by pollution will benefit equitably from clean transportation projects and programs.

To make sure those investments deliver on the equity and environmental justice goals of the program, each jurisdiction will designate an advisory body to identify underserved and overburdened communities, provide guidance for investments, and define goals and metrics for measuring progress. A majority of the members of each advisory body will be people from or representing underserved and overburdened communities.

The Transportation & Climate Initiative is facilitated by the Georgetown Climate Center. For additional information, visit the TCI website: <https://www.transportationandclimate.org/>

**RECOMMENDATION:** Green ACES recommends that City Council endorse, and send a letter of endorsement, to Governor Larry Hogan, our State Senators and Representatives, and the Maryland Department of Transportation urging that Maryland take the appropriate steps to launch the TCI program in an expeditious manner.

## City Council Agenda Item Report

Meeting Date: August 9, 2021

Submitted by: Richard Bowers

Submitting Department: Greenbelt Police

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

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**Subject:**

School Resource Officer Memorandum of Understanding

**Suggested Action:**

Reference: Memorandum of Understanding

The Greenbelt Police Department proposes that Council approve a Memorandum of Understanding with the Prince Georges County Public School System to continue the School Resource Officer program. The Greenbelt Police Department provides a School Resource Officer to Eleanor Roosevelt High School for the purpose of developing positive law enforcement relationships with students, their families, and school staff. The Police Department has a long successful history with the School Resource Officer program and seeks to continue that partnership with the Prince Georges County Public School System. The County provides compensation to the City for these services in the amount of \$80,000.00 per fiscal year.

Staff recommends the City Council approve the Memorandum of Understanding.

**Attachments:**

[Greenbelt PD-PGCPS SRO MOU.pdf](#)

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**PRINCE GEORGE’S COUNTY, MARYLAND**  
**BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY**  
**AND**  
**THE CITY OF BOWIE POLICE DEPARTMENT**  
**AND**  
**THE CITY OF GREENBELT POLICE DEPARTMENT**  
**AND**  
**THE CITY OF HYATTSVILLE POLICE DEPARTMENT**

**THIS MEMORANDUM OF UNDERSTANDING ("MOU")** is made this 1st day of July 2021, by and among Prince George's County, Maryland, a body corporate and politic (hereinafter referred to as "the County"), the Board of Education of Prince George's County ("Board") on behalf of the Prince George's County Public School System ("PGCPS"); the City of Bowie on behalf of the Bowie Police Department; the City of Greenbelt on behalf of the Greenbelt Police Department, and the City of Hyattsville, Maryland on behalf of the Hyattsville Police Department; (all collectively referred to hereinafter as "the Departments" or "POLICING AGENCIES"). The County, the Board and the Cities of Bowie, Greenbelt and Hyattsville shall be referred to individually as the, "Party" and collectively the "Parties."

**WHEREAS**, the Parties wish to enter into a memorandum of agreement to advance the public interest of providing a safe learning environment for students, parents, school administrators, faculty and staff; and

**WHEREAS**, the Cities provide for the establishment of the POLICING AGENCIES to be responsible for the preservation of the public peace, prevention of crime, protection of the rights of persons and property and enforcement of laws and the rules and regulations made in the furtherance thereof; and

**WHEREAS**, the POLICING AGENCIES and Board have a common interest in the following:

- Promoting partnership and rapport with students and staff as law enforcement officials with an emphasis and a focused effort to reduce juvenile crime in the county;
- Promoting partnership and rapport with students and staff in an effort to reduce incidents of student arrests on school campus;
- Developing positive law enforcement relationships with students and their families; and

**WHEREAS**, the POLICING AGENCIES' officers are trained in current law enforcement techniques, have completed a course of training prescribed by the Maryland Police and Corrections Training Commission (MPCTC), are certified law enforcement officers under Maryland Law, and have officers specifically trained as School Resource Officers (SRO);

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**A. DEFINITION.**

1. A "Body Worn Camera" is a camera worn on an officer's person that records the interaction, audio and video, between an officer and civilians and/or students.
2. A "PGCPS site" shall mean any school or office location in which school or school system business is conducted.
3. A "SRO" shall be a sworn police officer who is trained and assigned to a PGCPS public school to implement the Roles and Responsibilities of the POLICING AGENCIES as set forth in this MOU in an effort to foster transparency and accountability.

**B. MISSION.**

The Parties enter into this MOU for the purpose of establishing and improving the School Resource Officer Program, defining specific duties and responsibilities, and establishing a working protocol for exchanging information and addressing matters of concern cooperatively with the goal of maintaining and enhancing a safe and secure learning environment for students, staff, and the PGCPS school community within Prince George's County, Maryland. The parties agree that:

1. The vast majority of student misconduct is best addressed through classroom and in-school strategies that maintain a positive learning environment and afford students opportunities to learn from their mistakes, correct any harm that results from their behavior, and restore relationships that are disrupted by their conduct; and
2. The parties will work together to promote safe, inclusive, and positive learning environments and exercise discretion and judgment in responding to PGCPS school-based incidents.

**C. OBLIGATIONS OF THE PARTIES.**

During the term of this MOU the Parties shall perform such obligations which are set forth in Attachment A entitled "Roles and Responsibilities" which is incorporated herein by reference.

**D. TERM.**

The term of this MOU shall begin on July 1, 2021 and end on June 30, 2024, unless sooner terminated in accordance with this MOU. The continuation of this MOU beyond the end of the

fiscal year in which it is executed, and any subsequent fiscal years during which this MOU is in effect, shall be contingent upon the availability of funding for the applicable fiscal year.

#### **E. TRAINING.**

- a) SROs shall complete all required training as established by the Maryland Center for School Safety.
- b) SROs shall participate with Board security staff in annual trainings provided by the Board.
- c) SROs shall collaborate with administrators at their assigned school sites to identify and implement training programs for PGCPs staff and the POLICING AGENCIES.
- d) Each SRO shall be provided a copy of the assigned school site's Emergency Plan, which shall include the school's formalized plan for active assailant response techniques. The Parties shall review the Emergency Plan at least annually, and collaborate to conduct annual training for the implementation of the Emergency Plan.

#### **F. BODY WORN CAMERAS.**

##### **1. Use of Body Worn Cameras**

- a. Pursuant to paragraph b below, SROs shall wear and use Body Worn Cameras consistent with the respective POLICING AGENCIES' standard operating procedures and general orders in the following instances:
  - i. While on duty and on the property of a PGCPs site either as an SRO or in the event a police officer not assigned to a school as an SRO is called to a PGCPs site for an emergency;
  - ii. During overtime at a PGCPs site;
  - iii. During secondary employment activities at a PGCPs site or sites rented by PGCPs such as graduations, off-site school activities and athletic events.
- b. Body Worn Cameras shall be turned on at a PGCPs site upon taking any police action. For the purposes of this MOU "**Police Action**" includes:
  - i. initiating arrests,
  - ii. conducting searches for weapons and drugs,
  - iii. investigative encounters with witnesses on the scene of a crime,
  - iv. assaults,
  - v. conducting an investigation to record witness and victim statements on the scene of a crime,

- vi. responding to traffic stops while directing traffic at PGCPs sites or events,
- vii. conducting body or vehicle searches, and
- viii. vehicle or foot pursuits.

## **2. Procedures for the Use of Body Worn Cameras**

Upon taking Police Action, a SRO will inform civilians when they are being recorded

- a. When taking any police action on properties belonging to, rented or leased by PGCPs.
- b. Except where doing so would be unsafe or impracticable, SROs shall notify the subject(s) of the Police Action that they are being recorded.

## **3. Prohibited Uses of Body Worn Cameras**

*Unless taking Police Action*, SROs shall not activate Body Worn Cameras in the following circumstances:

- a. Conducting regular patrolling inside PGCPs sites and on school grounds;
- b. During interactions with PGCPs staff and students in which Police Action is not being taken;
- c. During observations of administrative disciplinary action for which the SRO is not being requested to take Police Action;
- d. Providing PGCPs school staff assistance with traffic safety and enforcement activities before and after school;
- e. When taking the statement of a PGCPs staff member, student or family member who is a victim or witness who refuses to cooperate unless recording ceases and in the officer's discretion, the need for cooperation from the person outweighs the need to record the information. SROs shall document the cessation of recording pursuant to POLICING AGENCIES' requirements;
- f. Inside student or staff locker room or bathroom facilities; and
- g. Inside classrooms unless police action is being taken.

## **4. PGCPs Responsibilities**

PGCPs shall be responsible for informing students, staff and stakeholders regarding the use of Body Worm Cameras by SROs by:

- a. Posting signage in visible locations throughout PGCPs sites notifying the public that they may be video and audio recorded on the premises; and
- b. Updating the Student Rights and Responsibilities Handbook to notify students that SROs shall have the authority to use Body Worn Cameras at PGCPs sites and consistent with the terms of this MOU.

##### **5. Record Retentions and Public Information Requests**

- a. Any Body Worn Camera footage recorded at a PGCPs site shall be the sole property of the POLICING AGENCIES and shall not under any circumstances be maintained by PGCPs or be considered part of any student's educational records.
- b. Any requests to view, obtain or copy Body Worn Camera footage shall be submitted by the requesting party as a Maryland Public Information Act ("MPIA") request to the POLICING AGENCIES' respective office and shall not be directed to PGCPs.
- c. The POLICING AGENCIES and PGCPs shall collaborate

##### **G. TERMINATION FOR CONVENIENCE.**

Any party may terminate this Agreement by giving to the other party written notification thereof at least thirty (30) days prior to termination.

##### **H. COMPENSATION.**

The POLICING AGENCIES and County shall be responsible for compensating SROs assigned to school sites. The County shall pay to the POLICING AGENICES the amount of Eighty Thousand Dollars (\$80,000.00) per fiscal year for the term of this Agreement in consideration of the POLICING AGENCIES assignment of one (1) officer to serve the following schools on a full-time basis.

| <b>PGCPS Site</b>                               | <b>Assigning Police Department</b> | <b>Governmental Agency</b> |
|-------------------------------------------------|------------------------------------|----------------------------|
| Eleanor Roosevelt High School                   | Greenbelt Police Department        | City of Greenbelt          |
| Northwestern High School                        | Hyattsville Police Department      | City of Hyattsville        |
| Bowie High School and Bowie High School Annex** | Bowie Police Department            | City of Bowie              |

**\*\*Bowie Police Department shall assign two (2) officers to Bowie High School and the Bowie High School Annex. The County shall only be responsible for compensating for one officer at this site pursuant to terms above.**

The County shall pay the respective Cities for services rendered not less than thirty (30) days after receipt of a proper invoice containing the signature of an authorized representative of the Board confirming receipt of the services invoiced. The maximum payable to each City under this Agreement shall not exceed Eighty Thousand Dollars (\$80,000.00) per fiscal year per officer, subject to the availability of funding.

## **I. DOCUMENTATION AND RECORD KEEPING.**

To the extent permitted by law, the Parties shall share information necessary to facilitate investigations, gather required data for reporting to local, state and federal government agencies and improve the effectiveness of school safety measures.

The Parties shall maintain documentation as necessary to prove that they are meeting their obligations under this Agreement and such other standards as apply. Documentation shall be maintained for a period of three (3) years after the termination of this Agreement. At any time during normal business hours, and as deemed necessary by the Board, the Parties shall make available to upon request any such documentation.

## **J. CRIMINAL BACKGROUND CHECK.**

1. The POLICING AGENCIES shall ensure that SROs performing duties under this MOU have had fingerprint background checks, CPS clearance checks and training for reporting of suspected abuse and neglect as a condition of being hired as an SRO. This requirement may be satisfactorily met through the POLICING AGENCIES'S pre-employment qualification process. Violation of this provision may result in Termination for Cause.
2. Restrictions on Employee Assignments

POLICING AGENCIES is prohibited from assigning the following persons from working at a PGCPS location:

  - a. Registered sex offenders (Maryland Code, Criminal Procedure Article Section 11-722)
  - b. Individuals convicted of a crime involving third or fourth degree sexual offence under sections 3-307 or 3-308 of the Criminal Law Article; child sexual abuse under Section 3-602 of the Criminal Law Article; a crime of violence as defined in Section 14-101 of the Criminal law Article; or comparable offenses in another state. (Annotated Code of Maryland, Education Article Section 6-113)
  - c. Individuals identified as an alleged abuser or neglecter following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.



## K. STUDENT'S EDUCATION/MEDICAL/PSYCHOLOGICAL RECORDS/CONSENTS.

The Parties acknowledge their respective responsibilities to ensure compliance with the confidentiality provisions of the Family Educational Records Privacy Act (FERPA) (34 CFR §99), The Health Insurance Portability and Accountability Act of 1996 (HIPAA) 45 CFR Part 160 and Part 164, Subparts A and E, and Code of Maryland Regulations §13A.08, with respect to school records provided by the Board, if applicable.

1. Under FERPA an **“education record”** is defined as records that are directly related to a student and are maintained by an educational agency or institution or by a party acting for the agency or institution. Education records containing Personally Identifiable Information of students.
2. **Personally Identifiable Information (PII)** includes any information that can be associated with or traced to any individual, including an individual’s name, address, telephone number, e-mail address, credit card information, social security number, or other similar specific factual information, regardless of the media on which such information is stored (e.g., on paper or electronically) and includes such information that is generated, collected, stored or obtained as part of this Agreement, including transactional and other data pertaining to users.
3. **Disclosure of Education Records:** Educational records shall not be disclosed without required consent of PGCPs parents/guardians unless an exception to the consent requirement under FERPA applies.
4. **Law Enforcement Unit Records:** Law Enforcement Unit records are records created by a law enforcement unit, for a law enforcement purpose, and maintained by the law enforcement unit. Such records are not considered “education records”, are not subject to the requirements of FERPA, and may be released subject to school and/or POLICING AGENCIES policy or state/federal law. 34 CFR §99.8.
5. **Health and Safety Exception:** Pursuant to FERPA’s “health and safety exception”, PGCPs shall disclose PII and/or education record information to POLICING AGENCIES where such disclosure is necessary to protect the health or safety of the PGCPs student or other individuals where there is an actual, impending or imminent emergency or threat. Disclosure without consent under this exception shall be limited only to the period of the emergency and to such education records and/or PII necessary to address the emergency situation.
6. **School Officials:** Pursuant to FERPA a “school official” is an individual who is permitted to obtain education records where the school official has a legitimate educational interest in obtaining the education records. The Parties agree that for purposes of this MOU the POLICING AGENCIES employees are not considered “school officials.”

## L. CONFIDENTIALITY.

The parties will comply with all applicable privacy and other laws and regulations relating to protection, collection, use, and distribution of Personally Identifiable Information. In no event

may PII be sold or transferred to third parties, or otherwise provide third parties with access thereto. If there is a suspected or actual breach of security involving Personally Identifiable Information, the parties will notify each other within twenty-four (24) hours of a management-level employee becoming aware of such occurrence.

Any confidential information provided by PGCPs to POLICING AGENCIES, including all copies thereof must be used by POLICING AGENCIES only as provided for by this Agreement and only for the purposes herein described. POLICING AGENCIES agrees to return to PGCPs all such information within fifteen (15) days of the expiration of termination of this Agreement.

#### **M. PROTECTION OF STUDENT RECORDS.**

POLICING AGENCIES and its affiliates or subcontractors, at their expense, have a duty to and shall protect from disclosure any and all student records which they come to possess or control pursuant to this Agreement, wherever and however stored or maintained, in a commercially reasonable manner in conformance with current industry standards.

POLICING AGENCIES or its affiliates or subcontractors shall implement and maintain a comprehensive data – security program for the protection of student records whether the records are stored electronically and/or in hard copy form. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of student records, and information of a similar character, as set forth in all applicable federal and state law and written policy of PGCPs or the Maryland State Board of Education (“MSBE”) concerning the confidentiality of student records. Such data-security program shall include, but not be limited to, the following:

1. A security policy for employees related to the storage, access, and transportation of data containing student records;
2. Reasonable restrictions on access to records containing student record information, including access to any locked storage where such records are kept;
3. A process for reviewing policies and security measures at least annually;
4. Creating secure access controls to student records, including but not limited to passwords; and
5. Encryption of student records that are stored on laptops, portable devices, or being transmitted electronically

The POLICING AGENCIES shall incorporate the requirements of this Section in all subcontracts requiring each of its affiliates to safeguard student records in the same manner as provided for in this Section. Nothing in this Section shall supersede in any manner POLICING AGENCIES’S or its affiliate’s obligations pursuant to HIPAA, FERPA, or the provisions of this Agreement concerning the obligations of the POLICING AGENCIES as a service provider to PGCPs.

#### **N. DATA DISSEMINATION.**

For purposes of publicity, advertising, or news release in any form of medium, the parties shall confer with one another regarding the time, manner and content of appropriate data dissemination, results of studies or reports, or other materials, and consent to such dissemination, provided that such consent shall not be unreasonably withheld by either party.

#### **O. MUTUAL INDEMNIFICATION AND WAIVERS.**

Neither party shall assume any obligation to indemnify, hold harmless, pay attorneys' fees or damages that may arise from or in any way be associated with the performance or operation of this agreement. Furthermore, liability of the Board and PGCPS or the POLICING AGENCIES shall be governed by the terms and provisions of Md. Courts and Judicial Proceedings Cod Ann. § 5-518 and the applicable Tort Claims Act, respectively. This provision shall not be construed as a waiver of either party's rights under the doctrine of sovereign immunity.

Without affecting any other rights or remedies, the Parties each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective insurance carriers waive any right to subrogation that such companies may have against either Party, as the case may be, so long as the insurance is not invalidated thereby.

This term shall survive the termination of the MOU.

#### **P. APPLICABLE LAW.**

This MOU shall be construed according to Maryland law and subject to the jurisdiction of its courts. Furthermore, the parties agree that any suits or actions brought by either party against the other shall be filed in a court of competent jurisdiction in Prince George's County, MD.

#### **Q. PROFESSIONALS.**

All SROs shall be certified as police officers in Maryland. Any permanently assigned SRO shall have received certification from the basic SRO course or be scheduled to receive said training by the start of the school year following his/her placement at a school.

#### **R. NON-DISCRIMINATION**

The parties agree that no person shall be subjected to discrimination on the basis of actual or perceived personal characteristics, including race, ethnicity, color, ancestry, national origin, religion, immigration status, sex, gender, gender identity, gender expression, sexual orientation, family/parental status, marital status, age, physical or mental disability, poverty and socioeconomic status, language, or other legally or constitutionally protected attributes or affiliations in the performance of the parties' respective duties, responsibilities, and obligations under this agreement.

**S. ENTIRE AGREEMENT.**

This MOU constitutes the entire and full understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

**T. INTERPRETATION.**

The Agreement shall not be construed or interpreted for or against any party hereto because the party drafted or caused that party's legal representative to draft any of its provisions. Any heading of the paragraphs in this MOU is inserted for convenience and reference only and shall be disregarded in construing or interpreting this MOU.

**U. SEVERABILITY.**

Each provision of this MOU shall be deemed a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions or of the MOU, which shall remain in full force and effect.

**V. MODIFICATIONS AND AMENDMENTS.**

Any and all modifications to the terms of this Agreement must be by a written amendment, signed and approved by all parties. This Agreement may be amended at any time by mutual consent; however, this Agreement shall be reviewed on a biannual basis to determine if its terms require an update due to changes in law or circumstances. If it is determined that changes in law or circumstances require an amendment to this Agreement, the parties will engage in good faith negotiation of an amendment.

**W. ASSIGNMENT.**

This Agreement shall be binding upon the parties hereto and their successors and assigns, except that neither shall assign their rights, duties or responsibilities set forth in this MOU without the express written consent of the other party.

**X. NOTICE PROVISIONS.**

Notices shall be deemed sufficient when given by certified mail, return receipt requested to the following addresses, which may be revised by the parties by written notice:

For the Department:

Chief of Police  
7600 Barlowe Road  
Palmer Park, MD 20785

With copies to:

County Attorney  
Office of Law, Room 5121  
14741 Governor Oden Bowie Drive  
Upper Marlboro, MD 20772

For the City of Bowie:

For the City of Greenbelt:

For the City of Hyattsville:

For the Board of Education:

Chief Executive Officer  
Prince George's County Public Schools  
14201 School Lane  
Upper Marlboro, MD 20772

With copies to:

Office of General Counsel  
Prince George's County Public Schools  
14201 School Lane  
Upper Marlboro, MD 20772

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**IN WITNESS WHEREOF**, the undersigned agree to be bound by the terms and conditions of this Contract.

**PRINCE GEORGE’S COUNTY, MARYLAND**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tara Jackson  
Chief Administrative Officer

**CITY OF BOWIE**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**NAME**  
**TITLE**

**CITY OF HYATTSVILLE**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**NAME**  
**TITLE**

**CITY OF GREENBELT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**NAME**  
**TITLE**

**PRINCE GEORGE’S COUNTY, MARYLAND  
PUBLIC SCHOOLS**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Monica E. Goldson, Ed.D.  
Chief Executive Officer

**PRINCE GEORGE’S COUNTY  
POLICE DEPARTMENT**

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Witness

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Malik Aziz  
Chief of Police

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Witness

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**NAME**  
Director of Public Safety

Signed for Legal Sufficiency:

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Prince George's County  
Office of Law

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Prince George's County Public Schools  
Office of General Counsel

## **ATTACHMENT A: ROLES AND RESPONSIBILITIES**

### **DELINEATION OF DUTIES**

#### **I. Roles and Responsibilities of the Board via Principals, Administrators and Teachers.**

The principal is responsible for administering and supervising the total school program, including the safety and security of student and staff and providing educational leadership for the students and staff consistent with the educational goals of the community. In the event that a student misbehaves, the principal or his/her designee will be the primary source of administrative disciplinary consequences and intervention pursuant to the PGCPS Student Rights and Responsibilities.

Whenever possible, the SRO and PGCPS security personnel will work with the principal when responding to school-based incidents involving students, and will work together to de-escalate those incidents. Principals or their designees will make every effort to notify an SRO responding to a school-based incident if any student involved is a student with disabilities, limited English proficiency or other special needs, and therefore, may require special treatment and accommodation in addressing the incident at issue.

1. Principal and staff shall be responsible for classroom and student discipline;
2. Principal and staff shall be responsible for enforcement of PGCPS rules policies and procedures;
3. Principals also should meet on a quarterly basis with their Police Commanders or their designees to provide feedback on their SROs.
4. Both parties must agree to meet at a mutually agreeable time upon request to address issues that may have arisen out of the performance of this Agreement.
5. Principal will follow PGCPS Students' Rights and Responsibilities Handbook, policies, administrative procedures and state law in application of student discipline, and
6. Principal will communicate with the SRO should any situation evolve or reveal itself to be a life threatening or law enforcement matter.

#### **II. PGCPS Security Personnel.**

##### **A. Personnel**

1. The PGCPS Security Staff are PGCPS employees and is comprised of the Investigator Counselor Lead (ICL), the Investigator Counselor (IC) and the Security Assistant (SA) are assigned to PGCPS schools to assist school administrations in maintaining a safe and secure learning atmosphere for staff and students.



- a. **Investigator Counselor Lead** – is a sworn officer with arrest authority; applies specialized knowledge and abilities in the investigation and detection of criminal and quasi-criminal activity on school property; and assists school administrations in maintaining a safe and secure learning atmosphere for staff and students. A major job responsibility includes supervision and leadership of the security team. In cooperation with the principal or designee, the the ICL or designee, assists in controlling access to buildings and grounds by unauthorized persons and in assuring that students report to their assigned instructional areas.
- b. **Investigator Counselor** - is a sworn officer with arrest authority; applies specialized knowledge and abilities in the investigation and detection of criminal and quasi-criminal activity on school property; and assists school administrations in maintaining a safe and secure learning atmosphere for staff and students. Assists in controlling access to buildings and grounds by unauthorized persons and in assuring that students report to their assigned instructional areas.
- c. **Security Assistant** - is responsible for maintaining a safe, professional and customer service orientated environment in greeting and receiving visitors at their designated location. Detects weaknesses in building security such as faulty locks, broken windows and inadequate lighting. Maintains a high visibility posture within the school and/or school property to discourage illegal or disruptive acts from occurring.

B. Duties of the security staff:

1. The ICL and/or IC will investigate incidents on school property and prepare written reports for administrative purposes.
2. The ICL and/or IC will advise the principal on all school security-related matters.
3. All security staff must maintains a high profile to discourage disruptive acts.
4. All security staff will provides surveillance of suspected problem areas.
5. The ICL and/or IC will provide day-to-day supervision and leadership of the security assistant(s) and provide guidance and assistance to them in the more difficult situations.
6. IC Lead and/or IC will assist the administration with staff and student safety awareness programs.
7. IC Lead and/or IC will act as a liaison between the school administration and emergency service agencies.
8. IC Lead will supervise security staff assigned feeder schools with security problems.
9. If an SRO has probable cause to make an arrest, the SRO has the final authority to proceed with the arrest and formal charging of the offender. If an SRO makes a formal

arrest, they shall notify their immediate supervisory and the school's principle, or their designee, of the circumstances of the arrest.

### III. Roles and Responsibilities of the POLICING AGENCIES.

A. School Resource Officer (SRO) is a sworn uniformed law enforcement officer trained in emergency preparedness, crisis management, community policing concepts, and problem solving who is assigned to work as a liaison to PGCPs for law enforcement purposes. SROs will participate in PGCPs Security Services annual in-service training provided by PGCPs.

#### B. Duties of SRO:

1. The SROs will assist school staff in enhancing safety inside their assigned schools and serve as a liaison between his/her agency and PGCPs officials for school and police-related concerns and incidents.
2. The SRO will present visible presence and serve as a positive role model for students.
3. The SRO will assist in fostering amiable working relationships between law enforcement, staff and students.
4. The SRO will build positive relationships with students in accordance with AP 4218 and AP 4219.
5. The SROs will assist in calls for service at their assigned schools and be cognizant of incidents occurring around their schools.
6. The SRO will conduct appropriate initial investigations and complete appropriate documentation of such investigations including arrest reports, citations, and court reports.
7. The SRO will make themselves available to assist the ICL in submission of evidentiary property, such as drug evidence submissions and weapons.
8. Unless there are extenuating circumstances, such as rumors of a fight or some other serious event, the SRO will patrol the school and the school grounds on a random schedule. (Personnel other than SROs should staff assignments to stationary or fixed posts on school grounds.)
9. The SROs will act as a resource and assist with emergency preparedness, to include participating in lock-down, shelter in place, and evacuation drills, as well as safety awareness education to the high school population age groups.

10. The SROs will serve, as a point of contact to deliver law enforcement programs such as crime prevention, conflict resolution and mediation, drug and alcohol awareness, anti-bullying, violence prevention, gang awareness, and community relations and outreach.
11. The SROs will maintain contact with beat officers who patrol the area around their schools for the purpose of sharing information and generating discussions pertaining to community concerns.
12. SROs will assist with traffic safety and enforcement activities in and around their assigned school areas.
13. When needed and available, the SROs will coordinate assistance at major school events such as athletic events, large dances, or other activities.
14. SROs will coordinate familiarization training ("walkthroughs"), to include review of the schools' emergency response plan/procedures, for responding officers within their district. These walkthrough trainings will be coordinated with school administration.
15. SROs will not be used to enforce PGCPs policies, rules, regulations, and/or procedures.
16. SROs will ensure that visitors respect student privacy and minimize disruption to the school day and classroom instruction.
17. Under circumstances where there is safety concerns for students, staff, or the arrestee, the SRO, or other sworn members of the police department will provide transport from the schoolhouse to the appropriate processing location.
18. SROs will acknowledge the authority of the principal, as the administrator of the school, at all times as to matters within the scope of his/her authority.
19. The use of force by a SRO will be done in a reasonable manner in accordance with the Department's Use of Force General Order. Any use of force by the SRO will be investigated by the Department according to regulations. The SRO should be familiar with PGCPs's Student Safety Administrative Procedures,<sup>1</sup> which are attached to this MOU for reference.

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<sup>1</sup> Relevant PGCPs Administrative Procedures (AP) included in this MOU are

- AP 0500 – School Visitors;
- AP 4170 – Discrimination and Harassment;
- AP 4215 – Criminal History Checks;
- AP 4216.6 – Volunteers;
- AP 4221 – Employee and Adult Use of Student Restrooms, Locker Rooms and Designated Changing Areas;
- AP 5142 - Gangs, Gang Activity and Similar Destructive or Illegal Behavior;
- AP 5143 – Bullying, Harassment and Intimidation;
- AP 5144 – Cooperation with Law Enforcement;
- AP 5145 – Reporting Suspected Child Abuse and Neglect;
- AP 10101 – Students' Rights and Responsibilities

C. SRO Duty Hours, Leave, School Closings:

1. The SRO should be on-duty in their assigned school one half (1/2) hour before the student day begins and remain on duty in their assigned school until one half (1/2) hour after the student day ends to be available for the arrival and dismissal times of students. The SRO must get the permission of his immediate supervisor if the SRO is not going to be at the school during arrival and dismissal times, and notify the principal. The immediate supervisor or commander will make every reasonable effort to assign another available officer under their command to handle the vacated assignment.
2. The SRO will notify the principal or appropriate school administrator and their supervisor anytime that they are away from the school (court, in-service, etc.)
3. In the event the SRO has pre-approved leave, the SRO will promptly notify the principal or designated point of contact from the assigned school of their pending absence.
4. On administrative and staff days when students do not report to school, SROs shall attend and be present for all faculty meetings and activities if so requested.

D. SRO Supervisors:

1. At no time shall the Principal supervise an SRO as the POLICING AGENCIES retains control and supervision over the SROs.
2. Each involved law enforcement agency will appoint a designated supervisor for its respective SROs. An SRO roster, including supervisor(s), shall be provided to PGCPS on an annual basis, preferably before the start of each school calendar year, or as needed if personnel should change. This list should include current contact information; i.e., work cell/office telephone numbers and an e-mail address for each SRO and supervisor.
3. Shall provide each principal with the name and contact information of the Police Commander; Supervising Officer and all SROs assigned his/her School.

- E. The POLICING AGENCIES will coordinate training within the SRO Program, attend meetings with PGCPS principals and/or administrators, and act as the point of contact for the Prince George's County Police Department and PGCPS to assist with resolving any conflicts or matters of concern.

## City Council Agenda Item Report

Meeting Date: August 9, 2021

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

---

**Subject:**

COVID-19 Testing/Vaccination for City Employees

**Suggested Action:**

Ms. Davis and Mr. Roberts are requesting that Council revisit its previous decision not to require City employees to be vaccinated for Covid-19. The current surge of Covid-19 infections due to the Delta Variant necessitates a change in policy. Ms. Davis and Mr. Roberts are suggesting that Council now approve a policy that all City employees, including City Councilmembers, be required to have had at least one shot of the Covid-19 vaccine by Sept. 1 or submit to a weekly Covid-19 test until they are fully vaccinated. All City employees need to be fully vaccinated by Sept. 22. Human Resources will be responsible for accepting, recording, and keeping track of vaccination validation. Exceptions to this policy will be determined by Human Resources. Employees will receive a list of where to obtain vaccinations and will be allowed time off during the work day, if needed, to get vaccinated.

Proof of vaccination will not be a requirement for employment by the City, however. Employees may begin bringing in their validation cards to Human Resources immediately.

It is hoped that an overwhelmingly percentage of City employees are already fully vaccinated and are to be commended for taking care of their health and that of their families and our City residents.

A motion is needed by Council to enact this policy .

**Attachments:**

## City Council Agenda Item Report

Meeting Date: August 9, 2021

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

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**Subject:**

Initial spending of part of American Rescue Plan local aid

**Suggested Action:**

Mayor Byrd requested this item be added to the agenda.

**Attachments:**

[Proposed initial spending of part of American Rescue Plan local aid.pdf](#)

- Proposed initial spending of PART of American Rescue Plan local aid -- 8/9/2021
  - August 9th, 2021
    - Housing related assistance
      - Total
        - \$300,000
      - Rent
        - \$150,000
      - Mortgage; HOA fees; co-op membership fees
        - \$150,000
      - Priority
        - Households
          - At least one person unemployed for 90 days prior to application
          - Earnings less than or equal to area median income
      - Up to 18 months of assistance for
        - Arrearages
        - Forthcoming rent charges, etc.
      - Requirements
        - Proof of negative financial impact from pandemic
        - Household income less than or equal to 80% of area median income
    - Small businesses
      - \$100,000
      - Inclusion
        - Traditional businesses *and* co-op businesses
      - Priority
        - Businesses owned and/or operated by Greenbelt residents
    - Nonprofits
      - \$30,000
      - Priority
        - Nonprofits operated by Greenbelt residents
    - Vaccination incentives for city employees
      - \$10,000 (probably less)
        - \$20 for each city employee who has been vaccinated or who gets vaccinated
    - Remaining American Rescue Plan aid
      - This year
        - \$11,000,833.24

- Total remaining (including what the city will receive next year)
  - \$22,441,666.47



## City Council Agenda Item Report

Meeting Date: August 9, 2021

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

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**Subject:**

\* Appointment to Advisory Board

**Suggested Action:**

Reference: Application and Signed Code of Conduct

On June 16, 2021, Council interviewed Mr. James Williams, Jr. for appointment to the Board of Elections.

Approval of this item on the consent agenda will indicate Council's intent to appoint Mr. Williams to the Board of Elections.

**Attachments:**

## City Council Agenda Item Report

Meeting Date: August 9, 2021

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

---

**Subject:**

\* Reappointment to Advisory Boards

**Suggested Action:**

Reference: Reappointment Survey

Lola Skolnik has indicated her willingness to continue to serve on the Park and Recreations Advisory Board (PRAB).

Jane Young has indicated her willingness to continue to serve on the Greenbelt Advisory Committee on Environmental Sustainability Green ACES).

Marc Siegel has indicated his willingness to continue to serve on the Park and Recreation Advisory Board (PRAB).

Approval of this item on the consent agenda will indicate Council's intent to appoint Ms. Skolnik, Ms. Young, and Mr. Siegel to a new term.

**Attachments:**

## City Council Agenda Item Report

Meeting Date: August 9, 2021

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

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### **Subject:**

\* Resignation from Advisory Group

### **Suggested Action:**

Reference: Survey - G. Gainer

Email - J. Saunders

Email - F. Holland

Gordon Gainer has submitted his resignation from the Advisory Committee on Education (ACE), John Saunders has submitted his resignation from the Board of Elections (BoE), and Findley Holland has submitted her resignation from the Youth Advisory Committee (YAC).

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

### **Attachments:**

## City Council Agenda Item Report

Meeting Date: August 9, 2021

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section: MEETINGS

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**Subject:**

Meetings

**Suggested Action:**

**Attachments:**

[meetings.pdf](#)

# CITY OF GREENBELT, MARYLAND

25 Crescent Road, Greenbelt, MD 20770-1891

8/4/2021 3:12 PM

## City Council Meetings & Work Sessions August – September



|                                                                                                                 |       |       |         |
|-----------------------------------------------------------------------------------------------------------------|-------|-------|---------|
| Work Session - Greenbelt Branch Library (Virtual)                                                               | Wed.  | 08/04 | 8:00 pm |
| Regular Meeting                                                                                                 | Mon.  | 08/09 | 8:00 pm |
| Special Meeting/Closed Session – City Manager Evaluation                                                        | Tues. | 08/10 | 8:00 pm |
| Advisory Board Interview                                                                                        | Wed.  | 08/11 | 7:40 pm |
| Work Session –Davenport Presentation to Council on Financial Policies                                           | Wed.  | 08/11 | 8:00 pm |
| Work Session – Public Forum to include Greenbriar Park transfer into the Forest Preserve                        | Mon.  | 08/16 | 8:00 pm |
| Advisory Board Interview                                                                                        | Wed.  | 08/18 | 7:40 pm |
| Work Session – Food Trucks/ Davenport – Proposed Financial Policies Adopted by Council                          | Wed.  | 08/18 | 8:00 pm |
| Work Session – FPAB Report (Interim Pilot of Trail Management Activities in the Greenbelt City Forest Preserve) | Mon.  | 08/23 | 8:00 pm |
| Special Meeting Closed Session – City Manager Evaluation                                                        | Tues. | 08/24 | 8:00 pm |
| Advisory Board Interview                                                                                        | Wed.  | 08/25 | 7:40 pm |
| Work Session – Greenbelt Station HOA (stakeholder)                                                              | Wed.  | 08/25 | 8:00 pm |
| Work Session – American Relief Plan Act Funds (tentative)                                                       | Mon.  | 08/30 | 8:00 pm |
| Work Session – Davenport Assemble Capital Project List                                                          | Wed.  | 09/01 | 8:00 pm |
| No Meeting – Labor Day                                                                                          | Mon.  | 09/06 |         |
| Work Session – Celebration of Centenarians                                                                      | Wed.  | 09/08 | 8:00 pm |
| Regular Meeting                                                                                                 | Mon.  | 09/13 | 8:00 pm |
| No Meeting – Yom Kippur                                                                                         | Wed.  | 09/15 |         |
| Work Session – Prince George’s County Economic Development Corp.                                                | Mon.  | 09/20 | 8:00 pm |
| Work Session – Proposed School Boundary Changes                                                                 | Wed.  | 09/22 | 8:00 pm |
| Regular Meeting                                                                                                 | Mon.  | 09/27 | 8:00 pm |
| Work Session - TBD                                                                                              | Wed.  | 09/29 | 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 Video Relay Services (VRS) at 711 or e-mail [banderson@greenbeltmd.gov](mailto:banderson@greenbeltmd.gov) to reach the City Clerk.*

*Due to the COVID-19 precautions, the Council Meetings will be held online and is planned to be cablecast on Verizon 21, Comcast 71, and 996 and streamed to [www.greenbeltmd.gov/municipalTV](http://www.greenbeltmd.gov/municipalTV). Unless otherwise noted, Council meetings will be virtually by zoom. Zoom meeting information for public participation is posted on the City’s website at [www.greenbeltmd.gov](http://www.greenbeltmd.gov) on the meetings calendar.*

Bonita Anderson, City Clerk

A NATIONAL HISTORIC LANDMARK

(301) 474-8000

fax (301) 441-8248  
[www.greenbeltmd.gov](http://www.greenbeltmd.gov)

MD RELAY 711

# CITY OF GREENBELT, MARYLAND

25 Crescent Road, Greenbelt, MD 20770-1891

8/4/2021 3:12 PM

## Ready to be scheduled:

Closed Session (*Cable Ordinance*)  
MARC Train Service/ MDOT  
Arts & Entertainment District  
Potential Bond Referendum/Capital Financing  
Parke Crescent Apartment Complex  
Bernard Penney (*Memorial Donation in honor of Leonie Penney*)  
Cemetery Plans  
City Contracting Policy  
DPW&T (*Bikeshare Program*)  
BARC  
Hotels  
Pepco  
WSSC  
No Meeting – (*November 17<sup>th</sup>, NLC City Summit, Salt Lake City, UT*)  
Community Gardens/FPAB

## 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  
Department of Permitting, Inspections & Enforcement (DPIE)  
Museum Plan  
Term Limits legislation (*referral submitted to CRAB*)  
ERB Reports: (#2020-01 Procedures for Employee Appeals and Grievances); (#2021-02 Collective Bargaining for Non-Managerial Employees) (*waiting for CRAB Report*)

| <b>Annual</b>                                         |       |       |       |       |       |      |  |  |  |  |  |  |  |  |
|-------------------------------------------------------|-------|-------|-------|-------|-------|------|--|--|--|--|--|--|--|--|
| Advisory Group Chairs                                 | 3/16  | 2/17  | 7/18  | 7/19  | 6/20  | 6/21 |  |  |  |  |  |  |  |  |
| Franklin Park at Greenbelt Station Mgmt.              | 8/16  | 11/17 | 12/18 | 12/19 | 12/20 |      |  |  |  |  |  |  |  |  |
| Greenbelt East Advisory Coalition                     | 3/16  | 7/17  | 3/19  | 6/20  |       |      |  |  |  |  |  |  |  |  |
| Greenbelt Homes, Inc.                                 | 6/16  | 7/17  | 7/18  | 7/19  | 10/20 | 7/21 |  |  |  |  |  |  |  |  |
| Greenbelt Station                                     | 8/19  | 12/19 | 8/20  |       |       |      |  |  |  |  |  |  |  |  |
| County Executive/ County Council                      | 12/13 | 9/16  | 1/19  | 8/20  | 11/20 |      |  |  |  |  |  |  |  |  |
| <b>Biennial</b>                                       |       |       |       |       |       |      |  |  |  |  |  |  |  |  |
| Roosevelt Center Merchants                            | 11/16 | 1/18  | 1/20  |       |       |      |  |  |  |  |  |  |  |  |
| Beltsville Ag. Research Center/<br>NPS Greenbelt Park | 03/14 | 7/16  | 8/18  |       |       |      |  |  |  |  |  |  |  |  |
|                                                       | 7/15  | 1/18  | 1/20  |       |       |      |  |  |  |  |  |  |  |  |
| Beltway Plaza                                         | 9/14  | 3/17  | 9/20  |       |       |      |  |  |  |  |  |  |  |  |
| Greenbelt Community Garden Club                       | 3/21  |       |       |       |       |      |  |  |  |  |  |  |  |  |
| Greenway Center                                       | 7/14  | 12/16 | 2/19  | 12/20 |       |      |  |  |  |  |  |  |  |  |
| Civic Associations                                    | 8/14  | 2/18  | 8/20  |       |       |      |  |  |  |  |  |  |  |  |
| NASA/GSFC                                             | 3/15  | 3/17  | 9/19  | 12/20 |       |      |  |  |  |  |  |  |  |  |
| PG Co. Economic Development Corp.                     | 8/14  | 4/17  | 7/19  |       |       |      |  |  |  |  |  |  |  |  |
| School Board                                          | 2/16  | 5/17  | 10/18 | 3/19  | 9/20  |      |  |  |  |  |  |  |  |  |
| State Highway Administration                          | 6/15  | 10/17 | 11/20 |       |       |      |  |  |  |  |  |  |  |  |
| <b>Every Three Years</b>                              |       |       |       |       |       |      |  |  |  |  |  |  |  |  |
| Apartments                                            | 2/18  | 4/21  |       |       |       |      |  |  |  |  |  |  |  |  |
| Religious/Spiritual Organizations                     | 3/13  | 6/15  | 6/19  |       |       |      |  |  |  |  |  |  |  |  |
| Greenbelt Watershed Groups                            | 8/14  | 10/16 | 10/19 |       |       |      |  |  |  |  |  |  |  |  |
| Hotels                                                |       |       |       |       |       |      |  |  |  |  |  |  |  |  |
| University of Maryland                                | 3/13  | 4/15  |       |       |       |      |  |  |  |  |  |  |  |  |
| <b>Every Three Years or Major Issue</b>               |       |       |       |       |       |      |  |  |  |  |  |  |  |  |
| Comcast                                               | 9/13  | 11/17 | 3/21  |       |       |      |  |  |  |  |  |  |  |  |
| Verizon                                               | 2/20  |       |       |       |       |      |  |  |  |  |  |  |  |  |
| PEPCO                                                 | 9/14  | 1/17  |       |       |       |      |  |  |  |  |  |  |  |  |
| WSSC                                                  | 12/12 | 9/16  |       |       |       |      |  |  |  |  |  |  |  |  |
| WGL                                                   | 12/17 |       |       |       |       |      |  |  |  |  |  |  |  |  |
| Capital Office Park                                   | 12/12 | 1/16  | 9/19  |       |       |      |  |  |  |  |  |  |  |  |
| Other Business Parks:                                 |       |       |       |       |       |      |  |  |  |  |  |  |  |  |
| Maryland Trade Center                                 |       |       |       |       |       |      |  |  |  |  |  |  |  |  |
| Golden Triangle                                       |       |       |       |       |       |      |  |  |  |  |  |  |  |  |
| Hanover Parkway                                       |       |       |       |       |       |      |  |  |  |  |  |  |  |  |
| Belle Point                                           |       |       |       |       |       |      |  |  |  |  |  |  |  |  |
| Edmonston Road                                        |       |       |       |       |       |      |  |  |  |  |  |  |  |  |

|                                      |       |      |       |       |      |      |      |       |      |      |       |      |      |  |
|--------------------------------------|-------|------|-------|-------|------|------|------|-------|------|------|-------|------|------|--|
| WMATA/PGDPW&T (Semi-Annual)          | 11/16 | 9/17 | 11/18 | 1/20  |      |      |      |       |      |      |       |      |      |  |
| <b>Other/As Needed</b>               |       |      |       |       |      |      |      |       |      |      |       |      |      |  |
| M-NCPPC/Planning Board (Major Issue) | 6/06  | 7/14 | 10/19 |       |      |      |      |       |      |      |       |      |      |  |
| Business Coffee (Every Four Months)  | 10/17 | 2/18 | 8/18  | 11/18 | 2/19 | 5/19 | 8/19 | 12/19 | 3/20 | 8/20 | 11/20 | 2/21 | 6/21 |  |
| State's Attorney (4 years)           | 2/11  | 4/15 | 9/19  |       |      |      |      |       |      |      |       |      |      |  |
| Roosevelt Center Owner               | 9/15  | 8/20 |       |       |      |      |      |       |      |      |       |      |      |  |

(Rev. August 4, 2021)