



**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.

**Resident participation:
Please click the link below to join the webinar:
[https://us02web.zoom.us/j/89932981546?](https://us02web.zoom.us/j/89932981546?pwd=VzJPMzNxTDVVFQ2ZOaDZOT0dRcXIVZz09)
[pwd=VzJPMzNxTDVVFQ2ZOaDZOT0dRcXIVZz09](https://us02web.zoom.us/j/89932981546?pwd=VzJPMzNxTDVVFQ2ZOaDZOT0dRcXIVZz09)
Password: 372958**

OR

**Join By phone: (301) 715-8592
Webinar ID: 899 3298 1546
Password: 372958**

In advance the hearing impaired is advised to use MD RELAY at 711 to submit your questions/comments or contact the City Clerk at (301) 474-8000 or email banderson@greenbeltmd.gov.

**Monday, July 13, 2020
8:00 PM**

I. ORGANIZATION

1. Call to Order
2. Roll Call
3. Meditation and Pledge of Allegiance to the Flag

4. Consent Agenda
Suggested Action:
(Items on the Consent Agenda [marked by *] will be approved as recommended by staff, subject to removal from the Consent Agenda by Council.)
5. Approval of Agenda and Additions

II. COMMUNICATIONS

6. Presentations - Park and Recreation Month Proclamation
Suggested Action:

July is Parks and Recreation Month. Greg Varda, Recreation Director and staff will be present to receive the proclamation and provide an overview of this year's summer recreation activities and programs.

[Park and Recreation Proclamation](#)

7. Petitions and Requests

8. Minutes
Suggested Action:

Regular Meeting, October 22, 2018

Regular Meeting, June 17, 2019

Regular Meeting, April 14, 2020

Regular Meeting, April 27, 2020

Work Session, April 22, 2020

Work Session, April 29, 2020

[RM181022](#)

[RM190617](#)

[RM200414](#)

[WS200422](#)

[RM200427](#)

[WS200429](#)

- 8a. Statement for the Record, June 22, 2020
Suggested Action:

Closed Session of June 22, 2020: The following motion is needed: In accordance with the General Provisions Article, Section 3-306(c)(2) of the Annotated Code of Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council met in closed session on Monday, June 22, 2020, at 7:05 p.m. virtual by zoom. Council held this closed meeting in accordance with the General Provisions Article, §3-305(b)(9) of the Annotated Code of Public General Laws of Maryland, to

discuss collective bargaining negotiations. The purpose of the meeting was to discuss collective bargaining negotiations between the Fraternal Order of Police Lodge 32 and the City.

The purpose of closed session to discuss the CBA and personnel matters for all City Departments.

Vote to close session:

Ms. Davis - Yes
Mr. Jordan- Yes
Ms. Mach - Yes
Ms. Pope - Yes
Mr. Putens - Yes
Mr. Roberts - No
Mayor Byrd- No

The following staff members were in attendance: Nicole Ard, City Manager, Todd Pounds, City Solicitor, David Moran, Assistant City Manager; Mary Johnson, Human Resources Director; Rick Bowers, Police Chief, and Bonita Anderson, City Clerk.

Other individuals in attendance: Stephen Silvestri, Legal Counsel, and Chelsea Hartnett, Associate to Legal Counsel.

Council took no actions during this session.

[Closed Session Form_06 22 20.pdf](#)

8b. Statement for the Record, June 29, 2020

Suggested Action:

Closed Session of June 29, 2020: The following motion is needed: In accordance with the General Provisions Article, Section 3-306(c)(2) of the Annotated Code of Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council met in closed session on Monday, June 29, 2020, at 8:18 p.m. virtual by zoom. Council held this closed meeting in accordance with the General Provisions Article, §3-305(b)(1), (7) and (9) of the Annotated Code of Public General Laws of Maryland, 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; and 2) to consult with counsel to obtain legal advice on a legal matter; and 3) to conduct collective bargaining negotiations or consider matters that relate to the negotiations.

The purpose of the meeting to discuss Personnel Matters for all City Departments, and City Manager Evaluation; Opioid Matter Lawsuit, and the Collective Bargaining Agreement.

Vote to close session:

Ms. Davis - Yes
Mr. Jordan- Yes
Ms. Mach - Yes
Ms. Pope - Yes
Mr. Putens - Yes
Mr. Roberts - No
Mayor Byrd- No

The following staff members were in attendance: Nicole Ard, City Manager, Todd Pounds, City Solicitor, Mary Johnson, Human Resources Director; Rick Bowers, Police Chief, and Bonita Anderson, City Clerk.

Other individuals in attendance: Stephen Silvestri, Legal Counsel, and Chelsea Hartnett, Associate to Legal Counsel; and representatives of the Opioid Matter Lawsuit, Jessica Diotalevi and Cheryl Ainsworth, Legal Counsel.

Council took no actions during this session.

[Closed Session Form_06 29 20.pdf](#)

9. Administrative Reports

9a. Briefing/Update on the status of reopening of City Facilities

Suggested Action:

Reference: Memo, G. Varda, J. McNeal, and S. Parks, 07/13/2020 (Outdoor Pool Reopening)

Mr. Jordan requested that this item be included on the agenda.

[Memo, G. Varda, J. McNeal, and S. Parks, 07/13/2020 \(Outdoor Pool Reopening\).pdf](#)

9b. Dog Park Reopening

Suggested Action:

Reference: Proposed Dog Park Rules

In a follow-up to Councilmember Davis's request for Council to be briefed on rules prior to reopening. Council received the draft rules on July 2.

Councilmember Pope requested that the following is discussed: controlled access, rules and regulations, fees, and dog permit process.

Planning Director Terri Hruby and Captain Gordon Pracht will attend the meeting to brief Council on related discussion regarding fees and permits.

[Proposed Dog Park Rules revised.pdf](#)

*10. Committee Reports

*10a. * Forest Preserve Advisory Board Report #2020-04 (Adding Greenbriar Park to the Forest Preserve)

Suggested Action:

It is recommended that Council accept this report and consider the recommendation on a future Council agenda.

[FPAB_Report_to_Council_2020-04_Add_Greenbriar_to_Preserve.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)

- 1st Reading

Suggested Action:

Reference:

Resolution

Negotiated Purchase List-FY21 Draft 6.24.20

Negotiated Purchase List - FY 2021 - sort by \$

Negotiated Purchase List - FY 2021 - sort by justification

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.

In addition to the Spreadsheet which is attached to the Resolution, there are two additional versions sorted by dollar amount and justification as requested by Mayor

Pro Tem Jordan.

It is recommended this resolution be introduced for first reading.

[Resolution_FY_2021_Negotiated_Purchase.pdf](#)

[Negotiated Purchase List-FY21 Draft 6.24.20.pdf](#)

[Negotiated Purchase List - FY 2021 - sort by \\$.pdf](#)

[Negotiated Purchase List - FY 2021 - sort by justification.pdf](#)

IV. OTHER BUSINESS

12. Affordable Senior Housing at Holy Cross Lutheran Church

Suggested Action:

Reference:

Letter, C. Byrd, 06/26/2020

Greenbelt Letter of Support

The Holy Cross Lutheran Church located at 6905 Greenbelt Road, in conjunction with The Ingerman Group, a senior housing developer, is proposing a 60 unit affordable senior housing development on the Church property, to be known as Birchwood at Greenbelt. The affordable element of the housing, however, can only be available if the developer is awarded low income housing tax credits from the State of Maryland, and those credits are obtained through a competitive process. The City Council has received a request from Larry Taub, Attorney representing the development team, to provide a letter of support for its request for affordable tax credits for this project. It is anticipated that the State will be reviewing tax credit applications this summer.

The proposed housing will require District Council approval of a special exception, so the City will have an opportunity to review and comment upon the specific design plans for the project at the appropriate time.

Staff recommends City Council send a letter to the Honorable Kenneth C. Holt, Secretary of DHCD, in support of the issuance of tax credits to the Ingerman Group for this proposed affordable senior housing. A draft letter is provided for Council's consideration.

[Letter to Hon Colin A. Byrd - 06-26-20.pdf](#)

[Greenbelt Letter of Support.pdf](#)

13. Collective Bargaining Agreement - Greenbelt Police Department

Suggested Action:

Reference: Collective Bargaining Agreement (Sent to Council via email, 06/30/2020)

On June 30, 2020, Council received the proposed one year draft collective bargaining agreement (CBA) with Fraternal Order of Police Lodge No. 32 (FOP) to take effect July 1, 2020. The agreement is the result of negotiations conducted over the last several months. It has been submitted for Council consideration and approval.

Council approval is sought.

[Proposed 1 year 07.01.20-06.30.21 CBA ratified by the Union.pdf](#)

14. Election Day as City Holiday

Suggested Action:

Mayor Byrd requested that this item be included on the agenda. The motion would be to have the City Solicitor draft an amendment to Section 13-141 of the City Code to add (city, county, state, and federal) election days to the list of paid holidays for City workers.

15. Council Rules

Suggested Action:

Mr. Jordan requested that this item be included on the agenda.

16. Proposal to Allow Moonlit Movies

Suggested Action:

Reference: Outdoor Movie Safety Plan and Protocols

Staff from the Recreation Department and the Old Greenbelt Theatre have been coordinating the safe return of Moonlit Movies. The current Executive Order from Prince George's County Executive Alsobrooks states:

Unless specifically otherwise stated in this Executive Order, social, community, spiritual, religious, recreational, leisure, and sporting gatherings and events ("large gatherings and events") are limited to one person/family unit per 200 square feet, or a maximum of 100 persons—whichever is lower- at all locations and venues, including but not limited to parades, festivals, conventions, and fundraisers. Planned larger gatherings and events must be canceled or postponed. CDC and MDH social distancing protocols must be followed.

Following this order, it is recommended that Moonlit Movies be allowed to be held on Braden Field #2 (field closest to the Youth Center) with the following safety precautions: see attached

Further, Friends of the Greenbelt Theatre (FOGT) is proposing the following:

- FOGT will sell admission to the circles for \$25 and cap each circle at 6 participants. These will be sold as online only to maintain contactless transactions. Upon arrival, 6ft socially-

distanced spots leading up to the entrance will ensure safe entry. Staff will usher participants to an available circle. Once in their circle, participants may remove their masks.

- FOGT will also be offering contactless pickup of concessions from the theater prior to the movie. Patrons will be able to order and pay for their snacks in advance and collect them on the way to the Moonlit Movie. This will ensure contactless payment and pickup and remove any need for having concessions on site.

Greg Varda, Recreation Director and Caitlin McGrath, Executive Director of the OGT will be present to discuss.

[Outdoor Movie Safety Plan and Protocols.pdf](#)

***17. * Homeowner and Condominium Associations Relief Letter**

Suggested Action:

Reference: Draft Letter on Fee Deferrals and Payment Plans for HOAs and COAs

At the last meeting, Council unanimously voted 7-0 to send a letter to Homeowner and Condominium Association(s) regarding deferral and payment plans.

Included in the Council packet is the draft letter submitted for review on July 3, 2020.

Council approval is sought.

[HOA_COA Letter.062320.pdf](#)

***18.**

*** Renewal of Greenbelt Nursery School Lease Agreement**

Suggested Action:

Reference: Greenbelt Nursery School Lease Agreement

The City leases use of Space at the Greenbelt Community Center to a number of tenants. The lease the City holds with the Greenbelt Nursery School, Inc., shall be for five years, commencing on August 15, 2020, and terminating on August 15, 2025.

Included in Council's packet is a copy of the Lease Agreement for review. The Lease Agreement was reviewed by the City Solicitor. It is recommended the lease agreement be approved.

Approval of this item on the consent agenda will indicate Council's approval of the lease agreement.

[GNS Lease 2020 - final.pdf](#)

***19. * Reappointments to Advisory Boards**

Suggested Action:

Reference: Reappointment Survey

The following individuals has indicated their willingness to continue to serve on a City Advisory Board:

Rick Ransom - Community Relations Advisory Board (CRAB)

John Drago - Arts Advisory Board (AAB)

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

[R. Ransom.pdf](#)

[J. Drago.pdf](#)

20. Council Activities

21. Council Reports

22. CB-008-2020 - Pesticides

Suggested Action:

Mayor Byrd requested this item be included to the agenda for discussion on the County Council pesticide bill.

[CB-008-2020 \(Pesticide\).pdf](#)

V. MEETINGS

Meetings

[meetings.pdf](#)

Stakeholders

[Stakeholder Schedule.pdf](#)

City Council Agenda Item Report

Meeting Date: July 13, 2020

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Presentations

Agenda Section: COMMUNICATIONS

Subject:

Presentations - Park and Recreation Month Proclamation

Suggested Action:

July is Parks and Recreation Month. Greg Varda, Recreation Director and staff will be present to receive the proclamation and provide an overview of this year's summer recreation activities and programs.

Attachments:

[Park and Recreation Proclamation](#)

PROCLAMATION

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including the City of Greenbelt; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, contributing to the economic and environmental well-being of a community and region and ensuring social equity.

WHEREAS parks and recreation programs build healthy, active communities that aid in the illness prevention, provide accessibility to active lifestyles, provide inclusion services to those with and without disabilities, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation professionals ensure all people have access to the benefits of local parks and recreation; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the City of Greenbelt recognizes the benefits derived from parks and recreation resources

NOW, THEREFORE, I, Colin Byrd, by the authority vested in me by the citizens and City Council of Greenbelt, do hereby proclaim the month of July 2020 to be

PARKS AND RECREATION MONTH

in Greenbelt and encourage all our citizens to participate in recreation programs, enjoy and appreciate the City's parks and recreation facilities, and recognize the creativity and hard work

of our Recreation Department staff in providing diverse programs that make Greenbelt such a special place in which to live work and play.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Greenbelt, Maryland, to be affixed this 13th day of July 2020.

COLIN A. BYRD
Mayor

ATTEST: Bonita Anderson
City Clerk

DRAFT

City Council Agenda Item Report

Meeting Date: July 13, 2020

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Meeting Minutes

Agenda Section: COMMUNICATIONS

Subject:

Minutes

Suggested Action:

Regular Meeting, October 22, 2018

Regular Meeting, June 17, 2019

Regular Meeting, April 14, 2020

Regular Meeting, April 27, 2020

Work Session, April 22, 2020

Work Session, April 29, 2020

Attachments:

[RM181022](#)

[RM190617](#)

[RM200414](#)

[WS200422](#)

[RM200427](#)

[WS200429](#)

REGULAR MEETING OF THE GREENBELT CITY COUNCIL held October 22, 2018.

Mayor Jordan called the meeting to order at 8:10 pm.

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

ALSO PRESENT were Nicole Ard, City Manager; David Moran, Assistant City Manager; Todd Pounds, City Solicitor; Terri Hruby, Director of Planning and Community Development; Judith Howerton, City Planner; Beverly Palau, Public Information and Communications Coordinator; and Bonita Anderson, City Clerk.

Mayor Jordan asked for a moment of silence in honor of Fred Mooney and Hazel Chatman. Mr. Byrd then led the pledge of allegiance to the flag.

CONSENT AGENDA: It was moved by Mr. Putens and seconded by Ms. Pope, the consent agenda be approved with that amendment. The motion passed 7-0.

Council thereby took the following actions:

Resignation from Advisory Groups: Council accepted the resignations of Javien Dawson from the Community Relations Advisory Board and Jeremy Tuthill from the Youth Advisory Committee.

APPROVAL OF AGENDA: Ms. Davis requested "Ordinance Authorizing And Empowering The City Of Greenbelt, Maryland (The "City") To Issue Up To \$8,000,000.00 Of Its Special Obligation Bonds At A Maximum Interest Rate Not To Exceed 8% Per Annum In Order To Finance Or Reimburse The Cost Of Certain Public Improvements Relating To The Development District Known As The Greenbelt Station Development District And The Special Taxing District Known As The Greenbelt Station Special Taxing District And Other Costs Permitted Under The Acts (As Identified Herein); Providing That Such Bonds And The Interest Thereon Shall Never Constitute A General Obligation Of The City Or A Pledge Of Its Full Faith And Credit; Providing For The Further Specification, Prescription, Determination, Provision For Or Approval Of Various Other Matters, Details, Documents And Procedures In Connection With The Authorization, Issuance, Security, Sale And Payment For Any Such Bonds; Making Certain Legislative Findings; And Generally Providing For The Levy, Imposition, Collection And Application Of Such Special Tax And The Issuance Of Special Obligation Bonds In Accordance With The 1 Acts Identified Herein" be added to the agenda. With this addition, it was moved by Ms. Davis and seconded by Ms. Mach that the agenda be approved. The motion passed 7-0.

PRESENTATIONS: None

Public Hearing:

An Ordinance Authorizing And Empowering The City Of Greenbelt, Maryland (The "City") To Issue Up To \$8,000,000.00 Of Its Special Obligation Bonds At A Maximum Interest Rate Not To Exceed 8% Per Annum In Order To Finance Or Reimburse The Cost Of Certain Public

Improvements Relating To The Development District Known As The Greenbelt Station Development District And The Special Taxing District Known As The Greenbelt Station Special Taxing District And Other Costs Permitted Under The Acts (As Identified Herein); Providing That Such Bonds And The Interest Thereon Shall Never Constitute A General Obligation Of The City Or A Pledge Of Its Full Faith And Credit; Providing For The Further Specification, Prescription, Determination, Provision For Or Approval Of Various Other Matters, Details, Documents And Procedures In Connection With The Authorization, Issuance, Security, Sale And Payment For Any Such Bonds; Making Certain Legislative Findings; And Generally Providing For The Levy, Imposition, Collection And Application Of Such Special Tax And The Issuance Of Special Obligation Bonds In Accordance With The 1 Acts Identified Herein.

Mayor Jordan read the agenda comments. He then announced the meeting was recessed for the public hearings at 8:17 pm.

Bill Orleans requested that more information on this project was available earlier for the public. He asked that the vote for final approval be postponed to allow time for the public to review the fiscal impact analysis.

There was no other public comment on the proposed budget. The public hearing on the proposed budget ended at 8:21 pm.

Mayor Jordan requested representatives to provide the current market interest for the Greenbelt Station Tax Increment Financing (TIF) agreement. John Stalfort from Miles & Stockbridge, the City's Bond Counsel, and Jennifer Dirksen Davenport and Company noted that the expected interest rate on the bonds would be around six percent on a bond sale of roughly \$6.6 million. He also stated that, unlike the municipal bonds sold to finance the police station and other city facilities, the full faith and credit of the City is not bound to these special obligation funds and the bonds would not affect the City's credit rating.

PETITIONS AND REQUESTS: Bill Orleans had a complaint about the new format of the public agenda.

MINUTES OF COUNCIL MEETINGS

Statement for the Record – Closed Session of October 3, 2018: Ms. Davis moved that the minutes of tonight's meeting reflect that Council met in closed session on Wednesday, October 3, 2018, at 7:42 pm in the Library of the Municipal Building. Council held this closed meeting in accordance with Section 10-305 (b)(7) of the State Government Article of the *Annotated Code of Public General Laws of Maryland*, to consult with counsel to obtain legal advice regarding Friends of the Old Greenbelt Theatre Contract.

ROLL CALL:	Mr. Byrd	- yes
	Ms. Davis	- yes
	Ms. Mach	- yes
	Ms. Pope	- yes
	Mr. Putens	- yes
	Mr. Roberts	- yes

Mayor Jordan - yes

The following staff members were in attendance: Nicole Ard, City Manager; Todd Pounds, City Solicitor; and Friends of the Old Greenbelt Theatre Board members and staff: Dr. Caitlin McGrath, Cathy Jones, Michael Bloom, Kelly McLaughlin, and Supratik Chaudhuri.

Council took no actions during this session.

Mr. Putens seconded.

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

Statement for the Record – Closed Session of October 10, 2018: Ms. Davis moved that the minutes of tonight's meeting reflect that Council met in closed session on Wednesday, October 10, 2018, at 7:40 pm in the Library of the Municipal Building. Council held this closed meeting in accordance with Section 10-305 (b)(1) of the General Provision Article of the *Annotated Code of Public General Laws of Maryland*, 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 (Personnel - Police).

ROLL CALL:	Mr. Byrd	- yes
	Ms. Davis	- yes
	Ms. Mach	- yes
	Ms. Pope	- yes
	Mr. Putens	- yes
	Mr. Roberts	- yes
	Mayor Jordan	- yes (by phone)

Mayor Jordan was out of town on a business trip and participated by phone.

The following staff members were in attendance: Nicole Ard, City Manager; David Moran, Assistant City Manager; and Todd Pounds, City Solicitor. Chief Richard Bowers participated via telephone.

Council took no actions during this session.

Mr. Putens seconded.

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

ADMINISTRATIVE REPORTS: Ms. Ard announced the electronic agenda management system the City staff is using for the Council agenda packet and the upgrade system in the Council Chambers. There was a discussion about the City moving to the paperless agenda management system. She also announced the upcoming and recent City-wide events. Ms. Davis asked about the status of the Greenbelt Small Cell Ordinance. Ms. Palau noted that the creation of the Coalition is not to create an ordinance but to contest the rules of the Federal Cable Commission (FCC), and the City is looking into joint coalitions. She noted that model ordinances had been submitted to the attorneys for review.

LEGISLATION:

An Ordinance Authorizing And Empowering The City Of Greenbelt, Maryland (The "City") To Issue Up To \$8,000,000.00 Of Its Special Obligation Bonds At A Maximum Interest Rate Not To Exceed 8% Per Annum In Order To Finance Or Reimburse The Cost Of Certain Public Improvements Relating To The Development District Known As The Greenbelt Station Development District And The Special Taxing District Known As The Greenbelt Station Special Taxing District And Other Costs Permitted Under The Acts (As Identified Herein); Providing That Such Bonds And The Interest Thereon Shall Never Constitute A General Obligation Of The City Or A Pledge Of Its Full Faith And Credit; Providing For The Further Specification, Prescription, Determination, Provision For Or Approval Of Various Other Matters, Details, Documents And Procedures In Connection With The Authorization, Issuance, Security, Sale And Payment For Any Such Bonds; Making Certain Legislative Findings; And Generally Providing For The Levy, Imposition, Collection And Application Of Such Special Tax And The Issuance Of Special Obligation Bonds In Accordance With The 1 Acts Identified Herein.

Ms. Davis introduced the ordinance for second reading and adoption. Ms. Mach seconded.

Mr. Roberts suggested that the Council wait until the next meeting for adoption.

ROLL CALL:

Mr. Byrd - yes
Ms. Davis - yes
Ms. Mach - yes
Ms. Pope - yes
Mr. Putens - yes
Mr. Roberts - no
Mayor Jordan - yes

The ordinance was declared adopted (Ordinance No. 1365, Book 12).

OTHER BUSINESS:

Draft State Consolidated Transportation Program, FY 2019 – 2024: Ms. Hruby introduced the City's new City Planner Judith Howerton. Mayor Jordan read the agenda comments. Ms. Howerton presented to the Council the draft FY 2019 - 2024 Maryland Department of Transportation Consolidated Transportation Program (CTP). She updated the Council on the changes to the plan from last year and that the City's comments should reflect opposition to defunding of the full interchange with the Capital Beltway at the Greenbelt Metro Station; the opposition to spending \$25.1 million for planning activities for the Baltimore-Washington Superconducting Maglev project; and opposition to the \$129.5 million in funding for the Traffic Relief Plan, which includes widening the Baltimore-Washington Parkway, Capital Beltway and I-270. Ms. Hruby noted that the City's response will also oppose funding the extension of Kenilworth Avenue (essentially widening of Route 201/Edmonston Avenue into a four-lane divided highway) and that the City will also request including the MD193/Greenbelt Road streetscape project.

Ms. Mach moved that City Council transmit a letter to the Transportation Secretary stating the City Council's opposition to the SCMAGLEV project, the Traffic Relief Plan (widening of I-495), MD 201 Extended, and the removal of funds for the Full Interchange at Greenbelt Metro Station project from the Construction. Ms. Davis seconded. The motion passed 7-0.

COUNCIL ACTIVITIES: Council noted their attendance at the following events.

Capital Office Park Pavilion Opening – Ms. Davis and Mr. Putens
Maryland Municipal League Fall Conference, Annapolis – Ms. Davis, Ms. Mach, and Mr. Putens

COUNCIL REPORTS:

MEETINGS: Council reviewed the meeting schedule.

ADJOURNMENT: Ms. Mach moved to adjourn the meeting. Mr. Putens seconded. The motion passed 7-0. Mayor Jordan adjourned the regular meeting of Monday, October 22, 2018, at 10:03 pm.

Respectfully submitted,

Bonita Anderson
City Clerk

"I hereby certify that the above and foregoing is a true and correct report of the regular meeting of the City Council of Greenbelt, Maryland, held October 22, 2018."

Emmett V. Jordan
Mayor

REGULAR MEETING OF THE GREENBELT CITY COUNCIL held Monday, June 17, 2019.

Mayor Jordan called the meeting to order at 8:00 p.m.

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

ALSO PRESENT were Nicole Ard, City Manager; Todd Pounds, City Solicitor; David Moran, Assistant City Manager; Rick Bowers, Chief of Police; and City Clerk Bonita Anderson.

Mayor Jordan asked for a moment of silence in memory of residents James Edward Bates, Joyce Nelson, Sandra Nicole Ball, Diane C. Ronchi, and Jeffrey David Walters. Mr. Putens then led the pledge of allegiance to the flag.

APPROVAL OF CONSENT AGENDA: It was moved by Ms. Davis and seconded by Ms. Pope that the consent agenda be approved. The motion passed 7-0.

Council thereby took the following actions:

Minutes of Council Meetings:
Work Session, August 20, 2018
Work Session, May 15, 2019
Approved as presented.

Committee Reports:

Advisory Planning Board Report #2019-05 (Outdoor Seating Request at Cedars of Lebanon):
Council accepted this report.

APPROVAL OF AGENDA: It was moved by Ms. Davis and seconded by Ms. Pope that the agenda be approved. The motion passed 7-0.

PRESENTATIONS:

Oath of Office – New Greenbelt Police Officer: Mayor Jordan administered the oath of office to Officer Dylan Davis. Chief Rick Bowers introduced Dylan Davis as Greenbelt's newest police officer.

13th Amendment Awareness Day Proclamation: Mayor Jordan read a proclamation to recognize the Month of June as the 13th Amendment Awareness Month. Dr. Lois Rosado, Greenbelt Racial Equality Alliance member, was present to receive the proclamation. She provided information on an upcoming event.

Lesbian Gay Bisexual Transgender Queer (LGBTQ) Pride Month Proclamation: Mayor Jordan read a proclamation declaring the month of June as Lesbian Gay Bisexual Transgender Queer

(LGBTQ) Pride Month. Hilary Ranny-Howes, the President of GreenBeLT Pride, received the proclamation. She expressed gratitude for the acknowledgment of LGBTQ Pride month. Mr. Hartman also provided information on an upcoming event.

PETITIONS AND REQUESTS: None

MINUTES OF COUNCIL MEETINGS: Ms. Davis provided edits to the minutes.

Statement of Record – Closed Session of May 30, 2019: Ms. Davis moved that in accordance with the General Provisions Article, Section 3-305(b)(7) and (1) of the Annotated Code of Public General Laws of Maryland, moved that the minutes of tonight’s meeting reflect that Council met in closed session on Thursday, May 30, 2019, at 7:10 p.m. in the Library of the Municipal Building. Council held this closed meeting to 1) consult with legal counsel regarding Prince George’s County School Board; 2) discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals.

Vote to close the session:

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

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

Council took no actions during this session.

Ms. Pope seconded.

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

ADMINISTRATIVE REPORTS:

Ms. Ard noted that the Friends of the Greenbelt Museum provided a recommendation for an Architect for the Visitors Center. Once reviewed, Ms. Ard will provide Council with the proposal. She noted that summer camp has begun and that adjustments were made to the County Summer Program for the Franklin Park area, which will include the Summer Meal Program. Ms. Ard introduced Shelton Dull, an intern provided by the Maryland Municipal League Intern Program, to assist the City with its Census Outreach until August 2019. Mr. Dull noted his current studies and that he's currently working on the City's Census Community Outreach and establishing a Sustainability Toolkit for local business.

SPECIAL ORDER: Mayor Jordan moved to Special Order Outdoor Seating Request at the Cedars of Lebanon Restaurant as the next item on the agenda. Ms. Pope seconded. The motion passed 7-0.

OUTDOOR SEATING REQUEST AT THE CEDARS OF LEBANON RESTAURANT: Mayor Jordan read the agenda comments. Ms. Porter noted that staff recommends that the applicants be permitted to place the tables and chairs as requested, but not be permitted to place the proposed knee wall. Approval is conditioned on the applicants obtaining prior approval from planning staff on the types of tables and chairs to be used. Council discussed the need for a partial knee wall to indicate that it's an outdoor seating area. Frank Gervasi noted that a single leg would not be stable and that an L shape removable structure would be needed.

Ms. Davis moved that the Council approve that the applicants be permitted to place the tables and chairs as requested, but not be permitted to place the proposed knee wall. Ms. Pope seconded. The motion passed 7-0.

LEGISLATION:

End of the Year Budget Adjustments

An Ordinance to Make a Supplemental Appropriation in the Replacement Fund for the Fiscal Year Ending June 30, 2019, in the amount of Ten Thousand Dollars (\$10,000) for Additional Replacement Fund Expenditures Over the Appropriated Amount

Mayor Jordan read the agenda comments.

Ms. Davis introduced the ordinance for first reading and moved suspension of the rules to allow second reading and passage of the ordinance tonight. Mr. Putens seconded.

ROLL CALL:	Ms. Davis	–	Yes
	Mr. Byrd	–	Yes
	Ms. Mach	–	Yes

Ms. Pope	–	Yes
Mr. Putens	–	Yes
Mr. Roberts	–	Yes
Mayor Jordan	–	Yes

Ms. Davis introduced the ordinance for second reading and moved that it be adopted. Ms. Mach seconded.

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

The ordinance was declared adopted (Ordinance No. 1370, Book 12).

WINDSOR GREEN COMMUNITY CENTER RENOVATION: Mayor Jordan read the agenda comments. Ms. Davis inquired about the memo that stated the Maryland National Capital Park and Planning Commission made some revisions to the Detailed Site Plan. Grace Fielder, G.E. Fielder, and Associates representative indicated that Park and Planning had technical comments which were to add the dimensions of the distance from the fences to the buildings to the nearest property line, an additional plat reference, the square footage of the building, and a directional vicinity map. Catherine Cruzar, President of the Windsor Green Homeowners Association Board, requested support from the City for landscaping. Ms. Fielder stated that there is more than enough landscape and that the recommended plant material is appropriate for the size of the area. Ms. Howerton noted that the Advisory Planning Board, Park and Recreation Advisory Board and Green Advisory Committee on Environmental Sustainability are all in support of the project. She stated staff concerns with the maintenance yard location. Mayor Jordan noted concerns about the phasing of the projects and inquired about the timeline of the project. It was noted that the construction would begin after Labor Day and completion beginning of 2020. Mr. Byrd asked about the comments that are due to M-NCPPC on June 15. Ms. Howerton noted that the comments deadline is June 19 and that there was a need to have a meeting with the Council before submitting the comments to M-NCPPC. Ms. Fielder indicated that they are perusing the permits aggressively.

Ms. Pope moved that City Council support the Detailed Site Plan for Windsor Green's Community Center Renovations and direct staff to submit a letter of support to the County Planning Board. Ms. Davis seconded. The motion passed 7-0.

PROGRAM OPEN SPACE (POS) FY 2020 ANNUAL PROGRAM: Mayor Jordan read the agenda comments. Ms. Hruby noted a correction to the agenda comments that the Greenbelt Aquatic and Fitness Center should reflect Phase II, not Phase I.

Ms. Mach moved that City Council approve the City's FY 2020 Program Open Space Annual Program as proposed. Mr. Putens seconded.

Mr. Byrd asked Ms. Hruby to elaborate on the reason the City was denied funding for Playground Renovations at 2 Court Research Road. Ms. Hruby noted that the City applied for the Community Parks and Playgrounds Program, which is a separate program and was denied.

Mr. Roberts noted that he is against the proposed FY2020 POS Annual Program, due to a lack of improvements to Greenbelt West and the need for more open space in that area. Ms. Davis requested an updated list of all POS projects.

Mr. Byrd moved that City Council approve the City's FY 2020 Program Open Space Annual Program as proposed with the condition that staff provides Council an updated list of parcels to be considered for land acquisition. Ms. Mach noted her motion, which was already stated. Mr. Byrd stated that he would like to see an updated list of parcels to be considered for land acquisition. Mr. Byrd withdrew his motion.

The motion passed 6-1. (Mr. Roberts)

AWARD OF BID - GREENBELT LAKE DAM REPAIR PROJECT: Mayor Jordan read the agenda comments. Ms. Pope moved that City Council award the Greenbelt Lake Dam Repair project to KC Construction in the estimated unit price base contract sum of \$1,717,000, with such approval contingent on receiving Maryland Board of Public Works approval as required under the MDE Loan program. Mayor Jordan seconded.

Ms. Davis requested clarification for the use of a Disadvantaged Business Enterprise Certified Maryland based subcontractors by the contractor KC Construction. Ms. Hruby noted that it's a Maryland Department of the Environment (MDE) requirement with this project.

Mr. Byrd asked Ms. Hruby to elaborate on the consent order with the Maryland Department of the Environment (MDE) to undertake the repairs to Greenbelt Lake Dam. Ms. Hruby indicated that several years ago, there were breaches within the State, which resulted in assessments on all the dams being done. The City needed to meet current dam safety standards. Mr. Byrd asked about the timeline of the consent order. Ms. Hruby indicated that the City completed the inspection in 2008, and MDE issued the consent order in 2010.

Mayor Jordan inquired about the disposal process of the unusable material. Ms. Hruby noted disposal of debris-information is currently not available and will be discussed at the preconstruction meeting.

Mr. Roberts asked that Ms. Hruby provide an overview of what the \$1.7 million will cover for this project. Ms. Hruby noted that the remaining work to be completed per the City's MDE consent order includes three phases: Phase 2A – Chimney Filter and Toe Drain Installation, Phase 2B – Embankment Raising and Phase 3 – Spillway Repair.

The motion passed 7-0.

MARYLAND MUNICIPAL LEAGUE 2020 LEGISLATIVE REQUESTS: Mayor Jordan read the agenda comments. Council discussed and provided their top proposed priorities initiatives for the MML 2020 Legislative requests. Ms. Davis indicated that the Municipal Authority over Cell Towers and other alternative sources of revenue as proposed initiatives. Ms. Mach indicated online sales tax municipal share should be pushed aggressively. Mayor Jordan suggested 5G municipal authority and regulating mobile billboards in public right away. Mr. Roberts suggested banning plastic bags. Mr. Moran will compile the Council's suggestion and submit the top three proposed initiatives before the July 26 deadline.

ADOPT-A-BIKE RACK: Mayor Jordan read the agenda comments. Ms. Davis moved that Council approve the request to add Adopt-A-Bike Rack to the existing Adopt-a-Tree/Adopt-a-Bench program. Mr. Byrd seconded. The motion passed 7-0.

COUNCIL ACTIVITIES: Council noted their attendance at the following events.

Arts Advisory Board Meet and Greet – Mayor Jordan and Ms. Davis
Fourth District Senior Luncheon given by County Council Chair Todd Turner – Mayor Jordan, Ms. Davis, Mr. Byrd, and Ms. Pope
Presentation of "Newtown," Prince George's County Moms Demand Action for Gun Sense in America – Mayor Jordan and Ms. Davis
Crazy Quilt concert, Roosevelt Center – Mayor Jordan and Ms. Davis
Docent Appreciation Dinner, FOGM – Mayor Jordan, Ms. Davis, Mr. Byrd, and Mr. Putens
A Conversation about Addiction, Overdose, and Recovery in Your Community – Ms. Davis
GIVES Annual meeting – Ms. Davis, Ms. Pope, Ms. Mach, and Mr. Putens
One Voice Rally, Beltway Plaza – Mayor Jordan, Ms. Davis, and Mr. Byrd
Greenbelt Station Summer Party – Mayor Jordan, Ms. Davis, Mr. Byrd, Ms. Pope, and Mr. Putens
Kitten Shower – Ms. Davis
The Jewish Table, Mishkan Torah – Ms. Davis

COUNCIL REPORTS: Ms. Mach attended the State of Maryland Air Quality Control Advisory Council Meeting and will provide the Council with a copy of the 2019 Clean Air Progress Report.

MEETINGS: Council reviewed the meeting schedule.

ADJOURNMENT: Ms. Mach moved to adjourn the meeting. Mr. Putens seconded. The motion passed 7-0. Mayor Jordan adjourned the regular meeting of Monday, June 17, 2019, at 10:40 p.m.

Respectfully submitted,

Bonita Anderson
City Clerk

"I hereby certify that the above and foregoing is a true and correct report of the regular meeting of the City Council of Greenbelt, Maryland, held June 17, 2019.

Emmett V. Jordan
Mayor

DRAFT

REGULAR MEETING OF THE GREENBELT CITY COUNCIL held Monday, April 14, 2020.

Mayor Byrd called the meeting to order at 8:00 p.m.

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

ALSO PRESENT were Nicole Ard, City Manager; David E. Moran, Assistant City Manager; Laura Allen, Director of Finance; Rick Bowers, Police Chief; Captain Gordon Pracht, Police Department; Terri Hruby, Director of Planning and Community Development; Dale Worley, Director of Information Technology; Beverly Palau, Public Information and Communications Coordinator; Greg Varda, Co-Director of Recreation; Jason Martin, Horticulture Supervisor; Jim Sterling, Director of Public Works; Joe McNeal, Co-Director of Recreation; Todd Pounds, City Solicitor; Nelly Ortiz, Animal Control Officer; and Bonita Anderson, City Clerk.

Mayor Byrd asked for a moment of silence in memory of residents Sean Clerkin, Daniel Zitver Brown, Theodosia Smith Shipp, and former resident Barbara Stevens and Joan M. Rothgeb. Ms. Davis then led the pledge of allegiance to the flag.

CONSENT AGENDA: Mayor Byrd moved that Item #17, Comment Letter on Countywide Sectional Map Amendment, be removed from the agenda. Ms. Davis moved that the minutes of Regular Meeting, August 12, 2019, be removed.

There was a discussion regarding Item #17, Comment Letter on Countywide Sectional Map Amendment. Ms. Davis, Ms. Mach, and Ms. Pope requested that the item be removed from the consent agenda and be placed on the agenda for Council discussion. Mr. Roberts noted that the item should be removed from the agenda, and the Council needs to have a work session on the item. Ms. Hruby stated that the letter is on the proposed zoning, and the staff has no objections to holding the letter.

It was moved by Mayor Byrd and seconded by Mr. Roberts that the consent agenda be approved with the amendment, to remove item #17, Comment Letter on Countywide Sectional Map Amendment. The motion failed 2-5 (Ms. Davis, Mr. Jordan, Ms. Mach, Ms. Pope, and Mr. Putens opposed).

It was moved by Ms. Davis and seconded by Mayor Byrd that the consent agenda be approved with the following amendments: to remove item #17, Comment Letter on Countywide Sectional Map Amendment, and place #17 on the agenda for Council discussion and to remove the Regular Meeting, August 12, 2019, minutes. The motion passed 7-0.

Council thereby took the following actions:

MINUTES OF COUNCIL MEETINGS

Minutes:

Work Session - July 16, 2018

Work Session - July 23, 2018

Work Session - July 30, 2018
Work Session - August 20, 2018
Work Session - October 1, 2018
Work Session - November 5, 2018
Work Session - November 14, 2018
Regular Meeting - March 25, 2019
Regular Meeting - April 8, 2019
Work Session - April 29, 2019
Work Session - June 4, 2019
Work Session -- July 17, 2019
Work Session - September 16, 2019
Work Session - October 21, 2019
Charter Meeting - November 11, 2019
Work Session - January 15, 2020
Work Session - February 19, 2020
Work Session - February 22, 2020
Work Session - March 4, 2020
Interview - March 10, 2020
Regular Meeting - March 10, 2020
Approved as presented.

Committee Reports:

Forest Preserve Advisory Board - Report #2020-02 (Final Report A. Morton Thomas & Associates): Council accepted this report.

Forest Preserve Advisory Board - Report #2020-03 (Zoning for the Greenbelt Forest Preserve): Council accepted this report.

Arts Advisory Board Report #20-3 (Proposed Gift of Artwork from K. Karlson, Artist in Residence): Council accepted this report.

Private Recreation Facilities Agreement For NRP/Greenbelt Metro Residential Development: Council approved the Recreation Facilities Agreement for the NRP/Greenbelt Metro multi-family residential development.

Greenbelt Arts Center Lease Agreement: Council approved the lease agreement.

Reappointment to Advisory Groups: Council reappointed the following individuals to new terms on City Advisory Boards and Committees:

Jamie Krauk	Community Relations Advisory Board
Patricia Evans	Board of Elections
Janet Mirsky	Advisory Committee on Education

Resignation from Advisory Group: Council accepted the resignation of Judy Ott from the Board of Election with regret.

PRESENTATIONS:

Proclamation – National Telecommunications (Dispatch): Mayor Byrd read a proclamation recognizing the second week of April as National Public Safety Telecommunicators Week. In the proclamation, Mayor Byrd recognized communication personnel, including Communications Supervisor Alicia Williams and Communications Specialists Jessica Houle, Maria Auchter, Madison Mitchell, and Sarah Gignac, who were unable to be present. Chief Bowers stated the communication staff is valuable to the Police Department. He noted the communication staff is the first contact citizens have with the Police Department and should be recognized for the service they perform.

Proclamation – Animal Control Appreciation Week: Mayor Byrd read a proclamation. Captain Gordon Pracht recognized Nelly Ortiz, Animal Control Officer, who was present. She expressed her gratitude for the proclamation.

Proposed FY 2021 City Budget: Ms. Ard expressed her gratitude for the Animal Control Officer and the Communications Specialists. Ms. Ard presented her proposed budget for FY 2021 budget for the City. She reported that the budget would need to be adjusted during the budget process due to the COVID-19 pandemic. Ms. Ard explained that the City's tax base would be affected as well. She recommends maintaining the General Fund Balance between at least 12-13%.

Ms. Ard noted the revised proposed FY 2021 budget recommends deferred priorities and continued commitments to the residents and City employees.

Ms. Davis and Mr. Jordan thanked Ms. Ard and the staff for all the work that went into the preparation of the budget.

There was a discussion regarding the budget revenue projections. Based on a question asked by Mr. Jordan, Ms. Allen noted that she worked with Mr. Moran, Assistant City Manager, and was guided by the City's previous downturns. Mr. Moran stated that the spreadsheets and estimates will be refined as the budget process continues.

Mayor Byrd inquired that if the City could assist the residents with a Municipal Stimulus, to supplement the efforts of the County, State, and Federal financially. Ms. Allen stated she would follow-up with the Mayor regarding his request.

PETITIONS AND REQUESTS:

Bill Orleans – requested a hard copy of Ms. Ard's slides and work session agenda materials.

MINUTES OF COUNCIL MEETINGS

Minutes – Regular Meeting of August 12, 2019: Ms. Davis requested that the minutes be removed for correction and placed on the next meeting agenda for approval.

ADMINISTRATIVE REPORTS: Ms. Ard thanked the staff for all their work during the pandemic response along with the budget preparation. She stated that there is a Recreation portal on the City's website. She advised that there is information for businesses and residents to help during the pandemic. Ms. Ard welcomed the five new officers that were just sworn in. Ms. Ard stated the Greenbelt Lake Dam Project loan closing will be on April 15, 2020, and thanked Mr. Moran for all his hard work on the project.

Mayor Byrd thanked the staff for all their hard work during the pandemic. He noted that he has received numerous complaints regarding social distancing issues at Buddy Attick Park and encourages residents to wear masks. Mayor Byrd suggested making wearing masks at Buddy Attick Park a requirement and putting up signage. He advised he had received suggestions from constituents to make Buddy Attick Park one-way, limit biking at the park, and have restrictions at the parking lot.

Based on a question asked by Mr. Jordan, Ms. Ard explained that Ms. Hruby is working with the contractors and County to get the permits extended regarding the Buddy Attick Parking Lot Project.

Mr. Jordan requested that Council write a letter to celebrate Prince George's County Memorial Library's 50th Anniversary.

Mr. McNeal explained that he and the Park Rangers had a virtual meeting. He noted that he is working with Ms. Palau and Mr. Sterling to design signage to install at Buddy Attick Park. Mr. McNeal explained some challenges to Council regarding the Buddy Attick Parking Lot closures. He suggested removing the picnic tables from Buddy Attick Park.

There was a discussion on the requirements of wearing a mask at Buddy Attick Park.

LEGISLATION

A Resolution to Negotiate the Installation of Solar Photovoltaic Energy System to Offset Municipal Consumption to Standard Solar, Inc. of Rockville, MD (Solar Farm):
-2nd Reading and Adoption

Mayor Byrd read the agenda comments.

Mr. Jordan introduced the resolution for second reading and adoption. Ms. Davis seconded.

Based on a question asked by Ms. Davis, Mr. Steve Skolnk, a Greenbelt resident and a member of the Green Team (a sub-committee of the Greenbelt Advisory Committee on Environmental Sustainability), stated there wasn't a cost to the City. He noted the project is revenue positive, and the City would be saving an average cost of \$59,000 per year on reducing energy cost.

Ms. Rosenthal inquired about the location of the solar farm and what percentage of the City electricity will the solar farm cover. Mr. Skolnk stated the solar farm would be on farmland in

Southern Prince George's County, and the project will offset between 80-90% of the City's electricity.

Based on a question asked by Mr. Hartman, a Greenbelt resident, Mr. Skolnk stated the project would provide the 20% requirement to meet its Maryland Smart Energy Communities (MSEC) guidelines. It will provide more offset between 80-90%.

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

The Resolution was declared passed (Resolution No. 2082, Book 8)

A Resolution to Authorize the Negotiated Purchase of Twenty (20) Replacement Mobile Data Terminals from Front Line Mobile Tech at a total cost of \$67,752.00

-1st Reading and Suspension of the Rules

-2nd Reading and Adoption

Mayor Byrd read the agenda comments.

Ms. Pope introduced the resolution for the first reading and suspension of the rules. Ms. Davis seconded.

There was a discussion of the time-sensitivity of the resolution. Chief Bowers noted that the time-sensitivity has to do with the agreement with Prince George's County and being able to merge on their CAD System.

Based on a question asked by Mr. Orleans, a Greenbelt resident, Chief Bowers explained that all the Mobile Data Terminals the City owns are being used. He noted that the City just hired five new officers, and four are currently in the academy. There wouldn't be enough Mobile Data Terminals for the entire department if new systems aren't purchased.

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

Ms. Pope introduced the resolution for second reading and adoption. Ms. Davis seconded.

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

The Resolution was declared passed (Resolution No. 2083, Book 8)

RELIEF PAYMENTS - PHASE 4: Mr. Putens noted that the item had been discussed, and the City is in the process of sending letters to our elected officials. Ms. Davis stated that the National League of Cities (NLC) is advocating for relief payments. Mayor Byrd advised that Council had sent a letter to Majority Leader Steny Hoyer, urging his support and co-sponsor the Coronavirus Community Relief Act (H.R.6467).

CITY'S RESPONSE TO COVID-19: Mr. Jordan wanted to compliment City staff for all their efforts during this pandemic. He suggested that the City provide a relief fund for the residents. Mr. Jordan noted that Council needs to work together and engage the community to keep it whole. Ms. Davis advised she agreed with Mr. Jordan; however, she noted that the Council just received the budget at tonight's meeting, and the figures will change.

Mayor Byrd suggested that Ms. Liggins, Economic Development Coordinator, follow-up with the grocery stores and find out their practices and find out what the stores need.

There was discussion regarding not furloughing employees.

Mr. Jordan suggested partnering with the County Executive Alsobrooks and sending out correspondence to the landlord companies and management companies.

There was discussion regarding Advisory Boards and Committees not holding meetings.

Ms. Davis suggested before each work session and regular meeting that the Council discuss COVID-19.

Ms. Ard stated that staff had reached out to property owners and property management companies regarding rental inspections and to recognize the Governor Hogan's orders. She noted there are opportunities for residents to volunteer and that the State's links are on the City's website.

Ms. Rosenthal, a Greenbelt resident, noted the Greenbelt Mutual Aid Group has expressed their willingness to assist. She advised the Mask Makers need more sewers because the need for masks was great.

COUNCIL ACTIVITIES:

Clean Air Partners Conference Call – Ms. Mach

State of Maryland Air Quality Control Advisory Council Webinar – Ms. Mach

Clean Air Partners Marketing Committee Conference Call – Ms. Mach

Commission for Women, Conference Calls (March 12 and April 9) – Ms. Davis
Video Interview for Women’s History Month, Greenbelt City Channel – Ms. Davis, and Ms. Mach
Prince George’s County Conference Call – Ms. Davis
Maryland Municipal League Legislative Committee, Final Meeting, Conference Call – Ms. Davis
COG Chesapeake Bay Policy Committee, Conference Call – Ms. Davis
GHI Board of Directors meeting, Zoom – Ms. Davis
Sustainable Maryland Certified, Executive Committee Meeting, Zoom – Ms. Davis

There was a discussion regarding the Maryland Municipal League Summer Conference.

COMMENT LETTER ON COUNTYWIDE SECTIONAL MAP AMENDMENT: Mayor Byrd read the agenda comments. Ms. Hruby stated the letter could be sent once Council completes their review of the Neighborhood Conservation Overlay Zone Draft Neighborhood Study and Standards.

There was a discussion regarding the work session. Ms. Davis noted that a work session was needed and had to have public comments. Mr. Jordan suggested having a work session and a public hearing.

Ms. Davis moved to send the letter that was discussed at the March 10, 2020, work session regarding the Comments on the Countywide Map Amendment to the Honorable Todd Turner, Chair of the Prince George's County Council. Ms. Mach seconded the motion.

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

MEETINGS: Council reviewed the meeting schedule.

There was a discussion on changing the days and times for the upcoming work sessions and regular meetings.

Mayor Byrd moved that the Monday meetings be changed to 8:30 p.m.

ADJOURNMENT: A motion to adjourn the meeting was made by Ms. Mach and seconded by Ms. Pope. The motion carried 7-0. The Mayor adjourned the regular meeting of Tuesday, April 14, 2020, at 11:16 p.m.

Respectfully submitted,

Bonita Anderson
City Clerk

"I hereby certify that the above and foregoing is a true and correct report of the regular meeting of the City Council of Greenbelt, Maryland, held Tuesday, April 14, 2020.

Colin A. Byrd
Mayor

WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, April 22, 2020, with Public Works/Capital Projects.

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, Edward V. J. Putens, and Mayor Colin A. Byrd.

Staff present were Nicole Ard, City Manager; David Moran, Assistant City Manager; Jim Sterling, Director of Public Works; Brian Kim, Assistant Director of Public Works; Dr. Luisa Robles, Sustainability Coordinator; Brian Townsend, Assistant Director of Parks; Laura Allen, City Treasurer; Joe McNeal, Co-Director of Recreation; Terri Hruby, Director of Planning and Community Development; and Bonita Anderson, City Clerk.

COVID-19 Update

Mayor Byrd opened the meeting by requesting updates on COVID-19. Ms. Ard provided updates on the COVID-19 pandemic. She noted that there were a total number of 84 positive cases on the County Dashboard for the 20770 zip code area. She indicated that staff participated in a regional call with officials from the District of Columbia, Virginia, and Maryland on the regional coordination of the phasing process of re-opening and to learn about the significant models that are being used across the country on returning to normalcy. Ms. Ard stated that CARES staff has been working with different organizations, including Franklin Park Apartments, to provide information to the management companies. Mayor Byrd noted that he participated in the Metropolitan Washington Council of Governments Board (COG) conference. He noted that the date the public health experts recommended to open the State of Maryland was June 5.

Public Works Proposed Budget

Mr. Sterling noted that questions were received by the Council, which was helpful, and that the platform for presenting is different due to COVID-19. He provided an overview of some of the initiatives that Public Works is working on, including the Food Waste Program, Inclusive Play, and the Sustainable Land Care Policy. Mr. Sterling stated that the initiatives are in line with Public Works' goals. Council expressed gratitude on the initiatives with the playgrounds.

Council then reviewed the Public Works section of the proposed budget.

Mr. Sterling noted the following accomplishments: resurfacing of Ivy Lane from Cherrywood Lane to Kenilworth Avenue, Frankfort Drive, and Breezewood Drive from Springhill Terrace to Cherrywood Lane; installing new bike lanes on Ivy Lane; and painting of the yellow curbs in Historic Greenbelt, Ivy Lane, and Frankfort Drive. He stated that there was much time spent on applying the crack sealant on various roads.

Ms. Pope inquired about relocating the parking line striping on Lakecrest Drive. She stated that she had requested to have yellow lines on Lakecrest Drive. Mr. Sterling noted that the Planning Department was working with an engineer to redesign that intersection and that he does not

have the status now. Mr. Sterling stated that the yellow curb and parking spaces when coming out of Charlestown Village were repainted in response to another complaint, with one space removed.

Mr. Jordan inquired if there were plans for traffic calming devices on Crescent Road. Mr. Sterling indicated that there were no plans for speed humps on Crescent Road. Mr. Jordan stated that there needs to be a maintenance solution at the Turner Place extension, between Ivy Lane and Kenilworth Avenue, for the footpath that leads to the crosswalk. He stated that it is the only crosswalk across Kenilworth Avenue. Mr. Sterling noted that the City could research upgrading the path.

Mr. Sterling noted the accomplishments on the implementation of environmental improvements and sustainability practices throughout the City, including the renewed Maryland Smart Energy Community (MSEC) designation. Dr. Robles added that the City is doing well with the use of electricity and is excited about the solar farm.

Based on a question asked by Mr. Jordan, Dr. Robles stated that Public Works could loan out grabbers and bags if volunteers wanted to pick up the excess medical debris, gloves, and facemasks.

Mr. Jordan inquired about the forebay projects, the project at Schrom Hills Park, and the project near Greenbelt Elementary School. Mr. Sterling stated that the project at Greenbelt Elementary School is completed and that the project at Greenbrook Lake (Schrom Hills Park) is under construction and is moving along as scheduled. He noted that there is not much sediment for the forebay project. That the good news for the City is that there is a 25-year maintenance agreement with the County.

Based on a question asked by Mr. Jordan, Mr. Sterling indicated that the City is still recycling textiles in Greenbelt East. Mr. Jordan suggested placing a food scrap recycling compost location near the textile recycling bin in Greenbelt East. Mr. Jordan also inquired about the status of a web-based app that was under development that would allow residents to report a problem or schedule something with Public Works or Greenbelt Connection. Mr. Sterling stated that he would follow-up with Greenbelt Connection. He noted that the Greenbelt Connection is organized through the office staff. Mr. Sterling stated that questions about the web-based app that was under development would need to be deferred to IT. Ms. Davis suggested placing the food scrap recycling composting device near the Three Sisters Garden in Schrom Hills Park and not near the textile recycling areas.

Mr. Sterling noted the accomplishments of investment in the professional development of staff by providing training to maintain skills knowledge in their field of expertise, support staff attainment, and maintenance of professional licenses. Ms. Davis and Ms. Pope suggested not eliminating the training cost for Public Works because their professional training is essential.

Mr. Sterling stated that Public Works is developing new job descriptions, for skilled positions and are looking into the future by investing in the employees. Mr. Sterling mentioned that summer help has been a valuable program and hopes that it does not get eliminated. Mr. Jordan

inquired about the impact of the Public Works Department with the closing of the City buildings. Mr. Sterling noted that Public Works had looked at the vulnerability of the older staff, including the cleaning crew, and that they are cross-training other crew members.

Ms. Davis mentioned that on page 128, the average vehicle age would change, given the City would be deferring the purchase of new vehicles. Ms. Davis said that on page 129, the cost of repair and maintenance would change due to the City not replacing some vehicles.

Ms. Davis requested that on page 131, under the Management Objectives, bike lanes be added to the annual survey of street and sidewalk conditions using GIS technology.

Ms. Davis mentioned that on page 137, the City has not changed the commercial fees since Fiscal Year 2014 and that the City should research changing the fees next year. Mr. Sterling noted that Dr. Robles evaluates the fees every year and noted that the City's residential fees are the lowest in the region.

There was a discussion regarding the City Cemetery. Based on a question asked by Mr. Jordan, Mr. Sterling noted that Public Works maintains the area west of the City Cemetery. Mr. Putens inquired about the area west of the City Cemetery being mapped out by the University of Maryland students. Mr. Sterling noted that the university was contacted. Mr. Putens requested that the item be added to the list.

Mr. Jordan inquired about when the trail next to the scrapyard would be implemented. Mr. Sterling indicated that it might be done in the late fall.

Capital Projects

Mr. Moran noted that Capital Projects are a team effort and acknowledged Mr. Sterling, Mr. McNeal, Ms. Hruby, and several other support staff that assisted with the Capital Projects listing and prioritization process. He stated that they would follow-up on the questions asked by Council that they did not get to answer. Mr. Moran mentioned that staff made recommendations to Council to consider deferring and/or delaying some projects.

Council then reviewed the Capital Projects section of the proposed budget.

Based on a question asked by Ms. Davis, Mr. Moran noted that two prioritized lists went out today. One plan was regarding prioritizing within the Capital Project Fund, and the other list was prioritizing within the Building Capital Reserves Fund. He mentioned that there was potential to defer some projects and to fund others. Ms. Davis suggested installing two benches instead of two shelters.

Based on a question asked by Mr. Jordan, Mr. Moran noted that the tax rate column shows that none of the projects required a tax increase and that the projects are funded in the current proposed budget document.

Mr. Jordan inquired about the Gateway Signage Project's dedicated funding status for this year. He suggested to phase-in the project over five years. Mr. Moran noted that it is funded in the Fiscal Year 2020 budget and is still on track. Ms. Hruby noted that the project will be done in two phases and that the City is currently in the first phase. She advised the City resubmitted the grant schedule and has been accepted. Mr. Jordan asked if the City could get Anacostia Trails Heritage Area (ATHA) Funding or Heritage Area Funding. Ms. Hruby stated that the City is currently using Community Legacy Grant Funding.

Based on a question asked by Ms. Mach, Mr. Moran noted that the amount listed on the prioritized list is the total cost of the project and provided clarification.

There was discussion regarding the Parkway Resurfacing. Ms. Davis requested that staff research making Parkway into a one-way street with angle parking and that the apartment complex owners referred that project to Council. Ms. Hruby noted that the Planning Department would follow-up with the Council regarding the referral. Mr. Roberts noted that the Council reviewed the plans 20 years ago and noted that it was not feasible.

Ms. Davis suggested adding the Greenbelt Fire station and Watershed Improvements to the Unprogrammed Over The Next Five Years list on page 263.

Mr. Jordan inquired about the upgraded streetlights under the summary of Capital Projects and Unprogrammed Over The Next Five Years. Mr. Moran noted there is a \$49,000 pilot program with Pepco.

Mr. Moran explained that on page 261, the number zero does not mean that the City did not receive any funding for Program Open Space. The number zero indicated that there were no funds proposed to be spent in the proposed FY 2021 budget. He noted that the City received \$189,500 from Program Open Space.

Mr. Jordan mentioned that Pepco has committed to install two electric charging stations in the City. He noted that the charging stations would be at or near Buddy Attick and Schrom Hills Parks.

Mr. Moran noted that the 2001 Bond Fund is closed and will drop off sometime this fiscal year. Ms. Davis inquired if that will be the same for the Greenbelt West Infrastructure fund. Mr. Moran noted that once the City is done with the trail, the City would hold the fund until the North Core is completed.

Informational Items

Mr. Jordan inquired about the geese that are congregating around the outdoor area pool at the Aquatic and Fitness Center. He recommended that staff at the Aquatic and Fitness Center or Public Works contact Greenbriar to find a solution.

Ms. Pope expressed gratitude for the signs at Buddy Attick Park. There was a discussion about enforcing people to wear a mask/ face covering during this time.

Ms. Davis noted that this year's Earth Day is the 50th anniversary.

The meeting ended at 10:37 p.m.

Respectfully Submitted,

*Bonita Anderson
City Clerk*

DRAFT

REGULAR MEETING OF THE GREENBELT CITY COUNCIL held April 27, 2020.

Mayor Byrd called the meeting to order at 8:30 p.m.

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

ALSO PRESENT were Nicole Ard, City Manager; Todd Pounds, City Solicitor; David E. Moran, Assisting City Manager; Terri Hruby, Planning Director; Molly Porter, Community Planner; Luisa Robles, Sustainability Coordinator; and Bonita Anderson, City Clerk.

Mayor Byrd asked for a moment of silence in honor of residents Louise Craig, Wona Charlotte Bryan, Emory A. Harman, Jr., and Mario Repole. Mr. Roberts then led the pledge of allegiance to the flag.

APPROVAL OF CONSENT AGENDA: Ms. Mach requested the "Advisory Committee on Education Report #20-04" be added to the consent agenda. Mr. Jordan requested the minutes of the work sessions February 6, 2019, March 7, 2019, and Closed Session of February 12, 2020, be removed from the consent agenda. With these changes, it was moved by Ms. Davis and seconded by Mr. Jordan that the consent agenda be approved. The motion passed 7-0.

Council thereby took the following actions:

Minutes:

Work Session, January 7, 2019
Regular Meeting, August 12, 2019
Work Session, August 14, 2019
Approved as presented.

Committee Reports: Council accepted this Advisory Committee on Education Report #20-04 (Plan for Virtual Educator and Student Awards).

Reappointment to Advisory Group: Council reappointed Charles Jackman to a new term on the Advisory Committee on Trees.

APPROVAL OF AGENDA: It was moved by Mr. Putens and seconded by Ms. Pope that the agenda be approved as presented. The motion passed 7-0.

PRESENTATIONS: Mayor Byrd read a proclamation to recognize April 22 as Earth Day. Luisa Robles, the City's Sustainability Coordinator, virtually accepted the proclamation and provided an overview of event plans.

PETITIONS AND REQUESTS: None

MINUTES OF COUNCIL MEETINGS:

Minutes of Work Sessions, February 6, 2019, and March 7, 2019: Mr. Jordan requested that the minutes be removed for revision and placed on the agenda of the next Regular Council meeting.

Minutes of Closed Session, February 12, 2020: Mr. Jordan requested that the minutes be removed. Todd Pounds, the City's Solicitor, recommends holding the minutes for discussion at the next closed session meeting.

Minutes of Closed Session of February 10, 2020: Mr. Jordan moved that the minutes of the closed session of the City Council held Monday, February 10, 2020, at 7:00 p.m. in the Library of the Municipal Building, be approved as presented. Council held this closed meeting in accordance with the General Provisos Article, Section 3-305(b)(9) of the Annotated Code of Public General Laws of Maryland, to discuss collective bargaining negotiations.

Ms. Davis seconded.

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

ADMINISTRATIVE REPORTS:

Council provided an update about their recent experiences in local stores and lack of compliance with health guidance during the COVID-19 pandemic.

Mayor Byrd indicated that the County is working on collecting and sorting data of COVID-19 related deaths by zip code.

Mr. Jordan noted a public safety issue with speeding during the diminished amount of traffic and inquired if the City Police Department has increased its enforcement on Kenilworth Avenue.

Ms. Ard noted that there are 142 confirmed positive cases in the City's zip code and over 5,400 cases County-wide. She also noted that this information is continuously updated on the City's website from the County's Coronavirus dashboard. Ms. Ard noted the City's internal operations meetings with departments and discussion on the City's recovery efforts. She also noted that GILA provided approval for the City to move Samaritan Funds and a fundraiser that was set up by Ms. Palau for donations. Ms. Ard complimented Judge Hering, Vocational and Educational

Counselor; Beverly Palau, Public Information and Communications Coordinator; and Scott Crawford, Public Information Producer Coordinator, for their work with implementing the virtual CARES center for the GED classes and other virtual recreation classes. Ms. Ard noted that she received an email from State Highway Administration on the status of the Edmondston Road ramp, which will be repaired at the end of May, weather permitting. She also noted that Jim Sterling, the City's Public Works Director, is working with former College Park Mayor Fellows regarding a letter of support to the National Fish and Wildlife Foundation for the University of Maryland. Ms. Ard indicated that the County's Health Department has a unit taking complaints about stores that are not following the COVID-19 precaution guidelines. She will forward the Council's comments and concerns to the County.

Ms. Davis stated that she appreciates that Ms. Ard is reaching out to the County on the guidelines for reimbursement. She suggested contacting the State for Federal funding. Ms. Davis requested that the Forest Preserve Advisory Board request for a Science Fund project be added to the next agenda for Council action. She had concerns about Census activity and that the City's statistics are currently at 57% submission. Ms. Davis also inquired about the status of the Farmer's Market. Ms. Ard noted that she would follow-up on Ms. Davis's requests.

Mr. Jordan inquired about the status of the Enterprise Zone designation. Ms. Ard noted that the City did not receive the County materials that were requested, which were the corrected maps and the financial impact on the City. She noted that this item would be placed on the next agenda when the City receives this information.

LEGISLATION: None

COOPERATION AGREEMENT WITH PRINCE GEORGE'S COUNTY FOR CDBG PROGRAMS: Mayor Byrd read the agenda comments.

Ms. Davis moved that Council approve the Cooperation Agreement for Federal Fiscal Years 2021-2023 and authorize the Mayor or the Assistant City Manager to execute this agreement and all other necessary documents.

Ms. Pope seconded. The motion passed 7-0.

BIKE SHARE STATION EASEMENT AGREEMENT: Mayor Byrd read the agenda comments.

Molly Porter, Community Planner, presented the three (3) proposed locations for the bike share stations within the City's right-of-way. These three locations were titled "Crescent Road and Ridge Road," "Roosevelt Center," and "Greenbelt Station Parkway."

Mr. Jordan moved that Council grant an easement agreement to facilitate the installation, maintenance, and use of three (3) bike share stations within the City's right of way.

Ms. Davis seconded. The motion passed 7-0.

COUNCIL ACTIVITIES:

MML Engagement & Outreach Committee Conference Call – Ms. Mach
Clean Air Partners Virtual Annual Meeting – Ms. Mach
Senator Van Hollen Conference Call – Ms. Davis
COG Transportation Planning Board Meeting – Mr. Jordan
Informal Parks and Recreation Advisory Board (PRAB) discussion – Mr. Jordan
COG Special Meeting – Mayor Byrd and Mr. Jordan
Region Forward Coalition Meeting – George Mason Presentation – Mr. Jordan
Maryland Municipal League Board Meeting – Mr. Jordan

MASKS AT BUDDY ATTICK LAKE PARK: Mayor Byrd read the agenda comments.

Mayor Byrd moved that masks be worn at Buddy Attick Lake Park and be made a requirement by way of signage to inform and educate all visitors. Mr. Roberts seconded.

Ms. Davis noted that everyone does not have a mask and recommend that Mayor Byrd amends his motion to replace mask with some type of facial covering.

Mr. Putens recommended having Park Rangers, accompanied by Police Officers, politely ask visitors to wear facial coverings at Buddy Attick Lake Park. He was not in favor of enforcement of facial coverings at Buddy Attick Lake Park because it may cause problems.

Mr. Roberts was in favor of enforcing the use of facial coverings without implementing an ordinance.

Mr. Pounds indicated that the City has a right to enforce municipal infractions. He noted that the Council could not enforce this requirement with a motion and that there will need to be an ordinance passed. Mr. Pounds also noted that it would need to be a law put forth by ordinance at the next meeting. There was a discussion about the ordinance process. Ms. Davis noted that she is in favor of the motion to require facial coverings by signage at the park.

Mr. Moran noted that in the City Code Parks and Recreation Section 12-49, there is a provision about the enforcement of posted rules that is applicable when the new requirement is adequately posted at Buddy Attick Lake Park.

Ms. Davis noted a message from the Public Works Director, Jim Sterling, that the picnic tables will be removed from the park next week.

Mr. Jordan asked about the timeframe for posting signs at the park. Mr. McNeal noted that signs would be posted quickly.

Mr. Jordan Called the Question. Ms. Davis seconded. The motion (Call the Question) failed 3-4. (Mayor Byrd, Ms. Pope, Mr. Putens, and Mr. Roberts)

Mr. Putens expressed his concern about the topic and that he was not in favor.

Mayor Byrd moved that facial coverings of any type be made a requirement at Buddy Attick Lake Park by way of signage. Mr. Roberts seconded. The motion passed 6-1. (Mr. Putens)

MEETINGS: Council reviewed the meeting schedule.

ADJOURNMENT: A motion to adjourn the meeting was made by Ms. Mach and seconded by Mr. Putens. The motion carried 7-0. The Mayor adjourned the regular meeting of April 27, 2020, at 10:34 p.m.

Respectfully submitted,

Bonita Anderson
City Clerk

"I hereby certify that the above and foregoing is a true and correct report of the regular meeting of the City Council of Greenbelt, Maryland, held April 27, 2020.

Colin A. Byrd
Mayor

BUDGET WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, April 29, 2020, to discuss Greenbelt's Citizens Emergency Response Team (CERT) & Community Animal Response Team (CART), Greenbelt Volunteer Fire Department, Rescue Squad (GVFD), and Public Safety, FY 2021 Proposed Budget.

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.

Councilmember Edward V. J. Putens was unable to participate due to work.

Staff present were: Nicole Ard, City Manager; David Moran, Assistant City Manager; Laura Allen, City Treasurer; Chief Rick Bowers, Captain Gordon Pracht, Captain Mark Sagan, and Captain Tim White, Greenbelt Police; Mary Johnson, Director of Human Resources; and Bonita Anderson, City Clerk.

Also present were: Deputy Chief Gigiliotti, Greenbelt Volunteer Fire Department, and Rescue Squad; Dr. Laura Kressler, Greenbelt's Citizens Emergency Response Team (CERT) & Greenbelt Community Animal Response Team (CART); Kris White, Bill Orleans, and others.

COVID-19 Update

Council began the meeting with COVID-19 updates. Mr. Jordan noted that during Governor Hogan's press conference, he announced a spike in positive cases and deaths at the nursing facilities within the State. Mr. Jordan suggested random testing at Green Ridge House. Mayor Byrd stated there aren't any known cases of COVID-19 at Green Ridge House.

Greenbelt's Citizens Emergency Response Team, Community Animal Response Team & Public Safety Advisory Committee (PSAC)

Dr. Laura Kressler, Greenbelt's Citizens Emergency Response Team (CERT) & Greenbelt Community Animal Response Team (CART), reviewed both CERT's and GCART's accomplishments over the past year. She also presented the Public Safety Advisory Committee (PSAC) budget. The CERT, GCART and PSAC budgets were \$1,500, \$1,500, and \$900 respectfully.

Ms. Davis requested a membership list for both GCART and CERT. Dr. Kressler noted the membership lists were provided two months ago.

Greenbelt Volunteer Fire Department and Rescue Squad (GVFDRS)

Chief Ray, Greenbelt Volunteer Fire Department, and Rescue Squad (GVFDRS), noted that the City approved funding for a new engine for \$400,000. He expressed gratitude on behalf of the department.

Ms. Davis asked about the status of the sinkhole in the engine bay. Chief Ray stated that there is a drain in front of the engine bay. The plumbing shifted and that is causing the sinkhole. He advised that the GVFD has reached out to the County and haven't heard a response. Ms.

Davis suggested that a letter be sent to the County regarding the sinkhole, and this item be placed on the next Council's Regular Meeting Agenda.

Ms. Davis inquired did the GVFDERS have enough personal protective equipment (PPE). Chief Ray indicated that the GVFDERS did have enough PPEs. He noted that the State has a decontaminator, and GVFDERS can start sending the masks to the State if the supplies begin running low.

Mr. Jordan asked if the department noticed a surge during the COVID-19 pandemic. Chief Ray noted that his department had seen a surge with ambulance response.

Council reviewed the GVFDERS section of the proposed budget.

Mr. Roberts asked about the utilization of the apparatus. Chief Ray noted that the department receives a payment from the County based on County usage of the apparatus. He also expressed gratitude for the funds set aside for the apparatus fund.

Police Department

Chief Bowers provided a COVID-19 related status update on how the police department was operating.

Captain Pracht provided an overview of the Administrative Services Division, stating the Communications Staff was short-staffed by three Communication Specialists. He noted there were eight potential candidates for the Communication Specialist position, which was on hold due to the COVID-19 pandemic. Captain Pracht stated the Records Division was short one Records Specialist. He explained the hiring freeze due to COVID-19.

Captain Pracht provided updates on the decrease in camera funding but noted there has been a slight increase due to the decrease of traffic caused by the COVID-19 pandemic. There was a brief discussion of red light cameras. Captain Pracht stated State Highway Administration (SHA) declined the City's request of putting back the two red-light cameras, and they will reevaluate for speed cameras.

Captain Pracht provided an update on the Animal Control section, which currently has one employee and explained that due to COVID-19, there was a freeze regarding the last steps of an applicant's background process. Captain Pracht provided an update on Parking Enforcement, noting that the unit was responsible for recovering 21 stolen vehicles. He also provided a status update to parking citations. Chief Bowers noted the recruitment process with the hiring of thirteen new staff members.

Mr. Jordan inquired about the process of requesting body camera footage. Chief Bowers explained the process of requesting the body camera footage. It is handled in the Records Division. He noted that having body cameras for the officers is invaluable and a safety blanket for the officers. There was a brief discussion on body-worn cameras.

Captain White provided an overview of the Operations Section of the department. He noted that calls for service have increased since 2015. Captain White mentioned that there are five new officers in training, four officers in the academy, and one officer candidate to go to the academy.

He explained that last year there was a 69% increase in traffic stops, which resulted in a 58% higher DUI arrests and a 4% decrease in crashes.

Captain White noted that there was a significant increase in mental health calls for service in 2019. He stated the department focused on mental health training, and four officers were certified in Crisis Intervention Team Training. Based on a question asked by Ms. Davis, Captain White noted that the whole department, both sworn and civilian personnel, completed mental health first aid training.

Based on a question asked by Mr. Jordan, Captain White explained that in 3% or 4% of the DUI arrests, the driver was driving under the influence of drugs. He noted that drug-impaired driver cases are harder to detect, and the department has two trained Drug Recognition Expert officers to detect drug-impaired drivers.

Captain Sagan provided an overview of the Special Operation Division; he noted that the Criminal Investigation Unit was fully staffed at five. He advised that two of the newest detectives closed out the homicide on Mandan Road. Captain Sagan explained that the department has increased its presence on social media due to Public Information Officer efforts. He noted that the Evidence Property position would soon be civilianized. Chief Bowers summarized the Special Operations Division on behalf of Captain Sagan following technical difficulties.

Based on a question asked by Ms. Pope, Chief Bowers advised if the population increased by 25%, the police department would need additional staffing, but will not know until the new developments are built.

Council then reviewed the Public Safety section of the proposed budget.

Animal Control

Chief Bowers noted that Captain Pracht provided an overview of Animal Control under the Administration Services Division. He stated that one of the concerns of Animal Control is lack of staffing. Captain Pracht explained in light of the short staff of Animal Control Division, the City of Greenbelt Animal Control has renewed a partnership with College Park and Prince George's County Animal Control.

There was a discussion on the repairs the Animal Shelter needs. Captain Pracht stated that Public Works has fixed the holes in the wall, addressed the window issues, and the screening around the bottom of the shelter has been repaired. He noted that he has been in contact with Mr. Sterling, Director of Public Works, to have a temporary portable toilet installed near the shelter.

Informational items were discussed.

Ms. Davis had three informational items. She advised the Governor requested blue lights in recognition of front line staff during the COVID-19 and asked did the City have a blue light for the Municipal Building. Ms. Ard stated she would follow-up with Public Works regarding the blue light. Ms. Davis noted the Farmers Market requested a support letter, and it was time-sensitive. Ms. Ard stated the support letter for the Farmers Market has been handled. She stated that she and the staff had a teleconference with the Farmers Market today. Ms. Davis stated she

had a virtual meeting with RTA, and until the end of June, the bus rides are free. She advised the bus stop locator is connected to Google Maps.

Ms. Davis noted that the land that the Turner Trail is on was conveyed to the City back in the 1970s. She advised she wanted the trail repairs to stay on the list budget.

The meeting ended at 10:22 p.m.

Respectfully submitted,

*Bonita Anderson
City Clerk*

DRAFT

City Council Agenda Item Report

Meeting Date: July 13, 2020

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Meeting Minutes

Agenda Section: COMMUNICATIONS

Subject:

Statement for the Record, June 22, 2020

Suggested Action:

Closed Session of June 22, 2020: The following motion is needed: In accordance with the General Provisions Article, Section 3-306(c)(2) of the Annotated Code of Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council met in closed session on Monday, June 22, 2020, at 7:05 p.m. virtual by zoom. Council held this closed meeting in accordance with the General Provisions Article, §3-305(b)(9) of the Annotated Code of Public General Laws of Maryland, to discuss collective bargaining negotiations. The purpose of the meeting was to discuss collective bargaining negotiations between the Fraternal Order of Police Lodge 32 and the City.

The purpose of closed session to discuss the CBA and personnel matters for all City Departments.

Vote to close session:

Ms. Davis - Yes

Mr. Jordan- Yes

Ms. Mach - Yes

Ms. Pope - Yes

Mr. Putens - Yes

Mr. Roberts - No

Mayor Byrd- No

The following staff members were in attendance: Nicole Ard, City Manager, Todd Pounds, City Solicitor, David Moran, Assistant City Manager; Mary Johnson, Human Resources Director; Rick Bowers, Police Chief, and Bonita Anderson, City Clerk.

Other individuals in attendance: Stephen Silvestri, Legal Counsel, and Chelsea Hartnett, Associate to Legal Counsel.

Council took no actions during this session.

Attachments:

[Closed Session Form_06 22 20.pdf](#)

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

Date: 06/22/2020 Time: 7:05 pm Location: Virtual via Zoom

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

Members voting to close meeting:

	Yes	No	Abstain	Absent
Ms. Davis	X			
Mr. Jordan	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) (9) Collective Bargaining Agreement

§3-305(b) (1) Personnel matters to include the following Departments: Administration, Planning, Police, Public Works, and Recreation.

§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; [X] PUTENS; [X] ROBERTS

STAFF/OTHERS PRESENT: Nicole Ard, City Manager; David Moran, Assistant City Manager;
Todd Pounds, City Solicitor; Mary Johnson, Human Resources Director; Rick Bowers,
Police Chief, and Bonita Anderson, City Clerk.

Other individuals in attendance: Stephen Silvestri, Legal Counsel, and Chelsea Hartnett,
Associate to Legal Counsel.

TOPICS DISCUSSED:

Collective Bargaining Agreement

ACTION(S) TAKEN (IF ANY) AND RECORDED VOTES: Due to the length of time in closed
session discussing the CBA the Council agreed to hold a future closed session to discuss
personnel matters for all City Departments.

TIME CLOSED SESSION ADJOURNED: 8:00 PM

PLACE OF CLOSED SESSION: Virtual via Zoom

PURPOSE OF CLOSED SESSION: TO DISCUSS THE CBA AND PERSONNEL MATTERS FOR ALL CITY
DEPARTMENTS.

STATUTORY AUTHORITY FOR THE CLOSED SESSION: §3-305(b) (9); (); () Collective
Bargaining Agreement

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

SIGNATURE OF PRESIDING OFFICER: Colin Byrd

Form Revised: 12/4/19

City Council Agenda Item Report

Meeting Date: July 13, 2020

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Meeting Minutes

Agenda Section: COMMUNICATIONS

Subject:

Statement for the Record, June 29, 2020

Suggested Action:

Closed Session of June 29, 2020: The following motion is needed: In accordance with the General Provisions Article, Section 3-306(c)(2) of the Annotated Code of Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council met in closed session on Monday, June 29, 2020, at 8:18 p.m. virtual by zoom. Council held this closed meeting in accordance with the General Provisions Article, §3-305(b)(1), (7) and (9) of the Annotated Code of Public General Laws of Maryland, 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; and 2) to consult with counsel to obtain legal advice on a legal matter; and 3) to conduct collective bargaining negotiations or consider matters that relate to the negotiations.

The purpose of the meeting to discuss Personnel Matters for all City Departments, and City Manager Evaluation; Opioid Matter Lawsuit, and the Collective Bargaining Agreement.

Vote to close session:

Ms. Davis - Yes

Mr. Jordan- Yes

Ms. Mach - Yes

Ms. Pope - Yes

Mr. Putens - Yes

Mr. Roberts - No

Mayor Byrd- No

The following staff members were in attendance: Nicole Ard, City Manager, Todd Pounds, City Solicitor, Mary Johnson, Human Resources Director; Rick Bowers, Police Chief, and Bonita Anderson, City Clerk.

Other individuals in attendance: Stephen Silvestri, Legal Counsel, and Chelsea Hartnett, Associate to Legal Counsel; and representatives of the Opioid Matter Lawsuit, Jessica Diotalevi and Cheryl Ainsworth, Legal Counsel.

Council took no actions during this session.

Attachments:

[Closed Session Form_06 29 20.pdf](#)

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

Date: 06/29/2020 Time: 8:18 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
Ms. Davis	X			
Mr. Jordan	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) Personnel matters to include the following Departments: Administration, Planning, Police, Public Works, Recreation, and City Manager Evaluation.

§3-305(b) (7) Opioid Matter Lawsuit

§3-305(b) (9) Collective Bargaining Agreement

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; [X] PUTENS; [X] ROBERTS

STAFF/OTHERS PRESENT: Nicole Ard, City Manager; Todd Pounds, City Solicitor; Mary Johnson, Human Resources Director; Rick Bowers, Police Chief, and Bonita Anderson, City Clerk.

Others present were Stephen Silvestri, Legal Counsel, and Chelsea Hartnett, Associate to Legal Counsel; representatives of the Opioid Matter Lawsuit, Jessica Diotalevi, and Cheryl Ainsworth, Legal Counsel

TOPICS DISCUSSED:

Opioid Matter Lawsuit, the Collective Bargaining Agreement, and Personnel Matters for the following following Departments: Administration, Planning, Police, Public Works, and Recreation.

ACTION(S) TAKEN (IF ANY) AND RECORDED VOTES: No action was taken. Council agreed to hold discussion on the City Manager Evaluation in closed session date to be determined.

TIME CLOSED SESSION ADJOURNED: 11:29 PM

PLACE OF CLOSED SESSION: Virtual via Zoom

PURPOSE OF CLOSED SESSION: To discuss Personnel Matters for all City Departments, and City Manager Evaluation; Opioid Matter Lawsuit, and the Collective Bargaining Agreement.

STATUTORY AUTHORITY FOR THE CLOSED SESSION: §3-305(b) (1); (7); (9) _____

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

SIGNATURE OF PRESIDING OFFICER: Colin Byrd

Form Revised: 12/4/19

City Council Agenda Item Report

Meeting Date: July 13, 2020

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: COMMUNICATIONS

Agenda Section: COMMUNICATIONS

Subject:

Briefing/Update on the status of reopening of City Facilities

Suggested Action:

Reference: Memo, G. Varda, J. McNeal, and S. Parks, 07/13/2020 (Outdoor Pool Reopening)

Mr. Jordan requested that this item be included on the agenda.

Attachments:

[Memo, G. Varda, J. McNeal, and S. Parks, 07/13/2020 \(Outdoor Pool Reopening\).pdf](#)

MEMORANDUM

TO: NICOLE ARD, CITY MANAGER

FROM: GREG VARDA, DIRECTOR OF RECREATION
JOE MCNEAL, ASSISTANT DIRECTOR OF RECREATION
STEPHEN PARKS, AFC SUPERVISOR

SUBJECT: OUTDOOR POOL REOPENING

DATE: JULY 13, 2020

CC: JIM STERLING, DIRECTOR OF PUBLIC WORKS

Recreation Department staff continues to work to reopen the outdoor pool. Staff is making good progress and expects to reopen the outdoor pool soon. Efforts to date that have been completed include:

- Outdoor pool fence was replaced to meet County requirements.
- Outdoor pool annual preparations have been completed.
- County permit for pool operation received
- Online training for full time and part time staff in all areas of the AFC has been completed
- PPE items have been installed by Public Works
- Developed and coordinated sanitation plans in conjunctions with Public Works.
- Developed processes and protocols for returning staff in a COVID environment

Work that remains: finalize processes for making appointments to visit the GAFC through RecTrac and in-person training for aquatic staff. We expect this to require an additional week depending on a number of factors.

What a visitor to the AFC Outdoor Pool can expect:

- Appointments will be limited to current Pass-Holders and Residents only
- Session schedule:
 - ✓ Monday thru Friday 7a to 4:30p (45 minute swim/1 hr. cleaning)
 - ✓ Saturdays – 8a to 5:30p (45 minute swim/1hr cleaning)
 - ✓ Sundays - CLOSED
- Appointments will be limited to 8 people per session for self-directed exercise such as lap swimming, water walking, etc.

- Visitors will be required to wear a mask when not in the water, practice physical distancing and proper hygiene.
- “Recreational” swimming will not be allowed at this time but staff is working to allow this in the future
- Deck chairs, etc. will not be available at this time.
- Restrooms and showers will be available but numbers allowed in spaces will be monitored closely. Visitors will be encouraged to take care of personal needs before coming to the facility.
- Lockers will not be available to visitors
- AFC staff, Public Works staff and Contractors will fully sanitize spaces used in the facility between each session.

This is a measured approach to reopening. Staff will closely monitor use of the outdoor pool during the initial reopening to evaluate session schedules to ensure we are meeting the needs of visitors to the best of our ability. We are focused on learning from our experiences so we can work toward safely expanding uses moving forward, including the possibility of extending the outdoor pool season beyond Labor Day.

City Council Agenda Item Report

Meeting Date: July 13, 2020

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: COMMUNICATIONS

Agenda Section: COMMUNICATIONS

Subject:

Dog Park Reopening

Suggested Action:

Reference: Proposed Dog Park Rules

In a follow-up to Councilmember Davis's request for Council to be briefed on rules prior to reopening. Council received the draft rules on July 2.

Councilmember Pope requested that the following is discussed: controlled access, rules and regulations, fees, and dog permit process.

Planning Director Terri Hruby and Captain Gordon Pracht will attend the meeting to brief Council on related discussion regarding fees and permits.

Attachments:

[Proposed Dog Park Rules revised.pdf](#)

Proposed Dog Park Rules

Persons who choose to use the Dog Park as a condition of use agree to the following rules:

Hours of Operation: Sunrise to Sunset

1. Use of the dog park is done at your own risk.
2. Owners or handlers must maintain control of their dog(s) and are responsible for damage or injury inflicted by their dogs.
3. Children under the age of 12 must be under adult supervision.
4. Users must have a valid dog park permit.
5. Owners or handlers must remain inside, with leash, within view and voice control of their dog(s) at all times. (No pinch collars are permitted)
6. Dogs must be current on Rabies and Distemper vaccines and be deemed healthy by a licensed veterinary.
7. Dogs that are in heat may not enter the dog park.
8. Sick , injured, or dogs with fresh wounds are not permitted to enter the dog park
9. Owners of unaltered dogs (not spayed or neutered) should disclose to the other owners who are present at the dog park
10. Dog showing aggressiveness towards people or dogs must be leashed and immediately removed from the dog park. (Other excessive barking or other noise should be humanely stopped by the owner)
11. No more than 2 dogs per handler are allowed in the dog park at once.
12. Puppies using the dog park must be at least 4 months old and current on all vaccines.
13. Owners must clean up and dispose of feces and any trash (discarded or destroyed toys) deposited by their dogs.
14. Owners must stop their dogs from digging holes in the park and immediately fill any holes dug.
15. Dogs must be leashed before leaving the dog park.
16. The dog park exercise area is for the use and enjoyment of dogs and their owners. Recreational use by others is not permitted.
17. No smoking or eating while in the Dog Park.
18. No glass containers are permitted within the Dog Park.
19. Professional dog trainers may not use this facility in the conduct of their business.
20. Violators of rules for use of the park are subject to removal from the park, suspension or revocation of dog park permits, and issuance of municipal infractions.

The City of Greenbelt is not responsible for injuries to dogs, their owners/handlers, or others that use the Dog Park. This area is for dogs and their handlers/owners only. The City is also not responsible for loss or theft of or damage to personal property.

Non-emergency number (301) 474-7200

City Council Agenda Item Report

Meeting Date: July 13, 2020

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Board and Committee Reports

Agenda Section: COMMUNICATIONS

Subject:

* Forest Preserve Advisory Board Report #2020-04 (Adding Greenbriar Park to the Forest Preserve)

Suggested Action:

It is recommended that Council accept this report and consider the recommendation on a future Council agenda.

Attachments:

[FPAB_Report_to_Council_2020-04_Add_Greenbriar_to_Preserve.pdf](#)

SUBJECT: Adding Greenbriar Park to the Forest Preserve

DATE: June 26, 2020

BACKGROUND: The Forest Preserve Advisory Board has reviewed forested city property in Greenbelt East and proposes to add an existing city park, Greenbriar Park, as a new tract in the Forest Preserve. This parcel was rejected for various reasons when the Preserve was first established, but the board felt that after 15 years a review was needed.

DISCUSSION: Greenbriar Park is a city park located at the southwest corner of the intersection of Hanover Parkway and Mandan Road. It consists of two parcels: Parcel E is 1.0 acres and Parcel 202 is 7.0 acres. The park is completely forested, but there is a picnic area and a former fitness course (now unused) in the park. There are several wide well-used trails and a few smaller informal trails in the park. The wide trails receive foot traffic from park visitors; people may use it as a short cut from the Greenbriar and Glen Oaks apartment complexes to Eleanor Roosevelt High School. Litter can often be found where the trails converge, and the southwest corner of the park appears to be used as a hangout by Roosevelt High School students.

This park receives little formal use and is not programed by the city recreation department. The picnic area is underused and many of the amenities are in disrepair. The once-grassy picnic area has recovered with native plants growing amidst the benches and pavilion. Pink ladyslipper, an uncommon orchid grows in the picnic area.

Greenbriar Park has been continuously forested since the founding of Greenbelt. The forest is very healthy, with an interesting assortment of plants. This may be due to the topography and to areas of wet soil. There are plants that are typically found in wetlands, such as sweetbay magnolia, cinnamon fern, and swamp azalea, growing next to plants that grow in very dry soils, such as white oak, Allegheny chinquapin, and the ladyslippers mentioned earlier. The site has a pair of red-tailed hawks nesting in a tree this year. Members of Greenbelt Biota, a natural history club, have seen blue-tailed skinks, several species of snakes, and many species of nesting birds over the past few years.

Members of the Maryland Native Plant Society recently visited the park. One member, Rod Simmons, wrote:

This is a really nice site and worthy of many return visits... Much of it is a vast, acidic seepage and lycophte belt (capillary fringe where the water table is permanently near

the surface but not saturated)... It was a nice surprise to see a number of fairly tall *Rhododendron viscosum* var. *glaucum* [clammy swamp azalea]. This is an ancient relictual plant that is rarely seen in our region today, but is well preserved and flourishing here... Another great find - and an even more unusual one because it is wholly unexpected - was mature Sweet Birch (*Betula lenta*) in the lycophyte-ericad seepage. None of these appeared planted - and moreover, have never been documented naturally for Prince George's County (entirely on the Coastal Plain and a little Fall Zone) – and yet here they were.

Ericads are a shrub family that includes blueberries, azaleas, mountain laurel and other heath plants. Lycophytes are related to ferns and a commonly called clubmoss, ground cedar, or ground pine. He described a rare variety of swamp azalea that exists there and discussed the unlikely presence of sweet birch in this region. Sweet birch is a piedmont and montane tree has only been found in one other location in Prince George's County. Another botanist, Michael Ellis, wrote this:

This park is a fine example of the fascinating Coastal Plain plant communities of Prince George's County, and offers unique ecology. Owing to the site's history of very little disturbance of the site, the site retains a well-preserved native soil structure and unique subsurface hydrology, with an absolutely pristine forest interior comprised of almost entirely of native species. Because of the phenomenal ecology the site provides I recommend this site be preserved and protected from undue harm and placed in a permanent conservation status.

Mr. Simmons is a well-known botanist in the region. He is the former president of the Maryland Native Plant Society, and is a botanist for the City of Alexandria, Virginia. Mr. Ellis is a current board member of the Maryland Native Plant Society and is the former vegetation ecologist for Prince George's County Parks. He is currently the curator for native plants at the University of Maryland College Park campus arboretum. Mr. Ellis' letter contains a complete plant list for the site. The two letters that Mr Simmons and Mr Ellis wrote after the field trip to Greenbier Park are attached as Appendix A to this report.

There is a moderately-incised stream that runs through the center of the park. Based on an examination of aerial photographs this stream seems to have appeared and become incised since the mid-1960's. Currently the source of the stream is a stormwater pond adjacent to the southern end of the park. The stream does not appear to be eroding or becoming further incised. In 2014 a firm approached the city with a plan to restore the stream. At the time FPAB and several other advisory boards opposed this plan and the firm chose another site. That decision saved this forest from being opened to heavy construction, major tree removal, and major damage to plant communities adjacent to the stream.

Greenbriar Park was not recommended for inclusion by the original Task Force because “there is no pressing or urgent demand on the use of this park for any use other than those previously described, which would indicate that the aggressive protection associated with the forest preserve designation is not necessary.” (Management and Maintenance Guidelines 2006, Appendix A, p. 61). The original task force also stated that designation of preserve tracts should be reserved for forests with “some strategic value”. The task force wrote that “opportunity must be retained for the city to respond to future recreation and park needs, and this requires that some city properties not be designated as forest preserve... this parcel should be excluded, at least for the time being, from the forest preserve program.”

RECOMMENDATION: Greenbriar Park should be permanently protected by being added as a new tract in the Forest Preserve. Greenbriar Park is a special patch of forest in Greenbelt. It has been continuously forested since the founding of Greenbelt and is a healthy forest with high plant diversity and an interesting mix of plants and habitats, including uncommon and rare plant and plant varieties. The park’s unlikely hydrology has led to a strange and rare admixture of plant. The unused picnic area has become a grassy glade with several species of native grasses, sedges, and mosses in the centers, with blueberry shrubs, ferns and orchids growing on the fringes.

FPAB disagrees with the assessment that this site has no strategic value. The eastern portion of Greenbelt lacks a large, significant patch of forest, although it does have several 5-20 acre forested areas that could contribute to the variety and quality of the Preserve if they were added. The only Preserve parcel in Greenbelt East is the Sunrise Tract. Greenbrier is an older, healthier forest than Sunrise, which was open grassland in 1938. Adding Greenbrier would double the amount of acres in Greenbelt East that are protected by the preserve designation.

This is a unique and interesting small patch of forest. It should be preserved due to its uniqueness and to expand the preserve further into the eastern portion of the city.

Appendix A Letters from Mr. Rod Simmons and Mr. Michael Ellis regarding the plant species and plant community at Greenbriar Park

Fwd:

Damien Ossi

Rod Simmons

Sat, Jun 20, 2020 at 9:00 PM

Hi all,

We had a great Beetles and Botany field trip to Greenbelt's Greenbriar Park today, despite the light rain (which wasn't a problem; fairly pleasant) and mostly sans beetles (Damien found a beetle on a nice, large, past-flowered Chinquapin). Damien - thanks again for showing us this special place! Sorry Warren, Jil, Peter, and others couldn't join us today.

Peter - I hope your wife's foot is improved!

This is a really nice site and worthy of many return visits. It is a nature park with very little to no foot traffic. Much of it is a vast, acidic seepage and lycophyte belt (capillary fringe where the water table is permanently near the surface but not saturated). The seepage is almost an exact analog to the equally large but once-pristine, acidic lycophyte-ericad seepage at the northeast corner of the Winkler Botanical "Preserve", in the City of Alexandria, Virginia.

It was a nice surprise to see a number of fairly tall *Rhododendron viscosum* var. *glaucum* (see below). This is an ancient relictual plant that is rarely seen in our region today, but is well preserved and flourishing here. The Winkler plants have been deer-browsed to the nub. In my opinion, FNA's treatment of many of the ericads is lame (way too narrow). The entry and discussion below is from the Native Vascular Flora of the City of Alexandria, Virginia.

Rhododendron viscosum var. *glaucum* (Michx.) Torrey Swamp Azalea WBP Local Large woodland

seep adjoining mostly destroyed Fall Line Magnolia Bog. *RHS 1122 A1*

[The infrequent var. *glaucum* is nomenclaturally "blocked" and regarded as "nom. illeg."

Moreover, Kron (1993) considers the highly variable morphological characters within typical

R. viscosum to have no discernible correlation with geographical or ecological subdivisions

throughout its range, and therefore does not recognize infraspecific taxa in *R. viscosum*. However,

Wilson and Rehder (1921) and a great many botanists over the years believe var. *glaucum* to be a valid entity, as does this treatment.]

Another great find - and an even more unusual one because it is wholly unexpected - was mature Sweet Birch (*Betula lenta*) in the lycophyte-ericad seepage - see attached photo! None of these appeared planted - and moreover, have never been documented naturally for Prince George's County (entirely on the Coastal Plain and a little Fall Zone) - and yet here they were. Michael Ellis noted that he had seen them in the McKnew Bog (just west of the Sandy Spring Bog in Montgomery county near the Prince George's County-Montgomery County line).

I have never seen this species in all my years of surveys in the county or the Maryland Coastal Plain. John Parrish, Mark Strong, I, and others did not find it in our Upper Anacostia Watershed surveys either (we did find an isolated station of another enigmatic occurrence - *Betula populifolia* - just ENE of Greenbriar Park). John - what do you think?

I collected a specimen for US (U.S. National Herbarium at the Smithsonian Institution). They list only 3 collections of *Betula lenta* for Maryland - one from Sugarloaf Mountain and the others from the Appalachian Plateau.

If these were planted, they were by an expert and from a time *many* decades ago when our climate was not so hostile to northern climate-montane species. If tasked with growing *Betula lenta* to maturity - and to the extent the trees appeared completely native to the site - I would never succeed and would be lucky to have them hang around in the subcanopy for decades before they dwindled out.

Maybe MD DNR knows of old such plantings from the 1930s when this area was put on the map - Eleanor Roosevelt's New Deal community with vast tracts of green and forest.

Incidentally, Judy - your somewhat glaucous sedge is Limestone Meadow Sedge (*Carex granularis*).

I've copied our Maryland Biodiversity friends here as well.

All the best,

Rod



Judy Fulton and *Betula lenta* at Greenbriar Park.jpg.JPG
2189K

Fwd:

Michael Ellis

Tue, Jun 23, 2020 at 9:18 PM

Damien, here are my revised comments:

I had a great time Saturday June 20th, 2020 visiting Greenbriar Park, Greenbelt, MD - thanks Damien and Rod, and to others here for the discussion.

Regarding *Betula lenta*: Here is the record I made in 2017 of *Betula lenta* at Mcknew Local Park, not far from Sandy Spring Rd: <http://www.inaturalist.org/observations/8080298>

Although the record appears to be in Montgomery County, I have spotted it in smaller numbers on the PG side of that forest, a bit closer to Old Gunpowder Road. I've also seen this species at Buck Lodge Community Park, and it was added to the Buck Lodge Plant list in 2016. I also recall I may have seen it in Fairland Regional Park between Old Gunpowder Road and Greencastle Road, but my memory is not sure if it was on the Montgomery or PG Side. I've also seen it at Burnt Mills, where it was documented on iNaturalist by Matthew Cohen. <https://www.inaturalist.org/observations/38519779>

There are four records of it in Greenbriar Park on iNaturalist, all from spring 2020.

Regarding Greenbrier Park: This park is a fine example of the fascinating Coastal Plain plant communities of Prince George's County, and offers unique ecology. Owing to the site's history of very little disturbance of the site, the site retains a well preserved native soil structure and unique subsurface hydrology, with an absolutely pristine forest interior comprised of almost entirely of native species. Because of the phenomenal ecology the site provides I recommend this site be preserved and protected from undue harm and placed in a permanent conservation status.

At the time of writing I fondly recall seeing stands of Maleberry *Lyonia ligustrina*, Fetterbush *Eubotrys racemosa*, Hairy Highbush Blueberry *Vaccinium fuscatum*, Red Chokeberry *Aronia arbutifolia*, Black Huckleberry *Gaylussacia baccata*, Pitch Pine *Pinus rigida*, Sweetbay *Magnolia virginiana*, Brackenfern *Pteridium aquilinum*, Swamp Azalea *Rhododendron viscosum* var. *glaucum*, Spotted Wintergreen, *Chimaphila maculata*, Swan's Sedge *Carex swanii*, Long's Sedge *Carex longii*, Black Gum *Nyssa sylvatica*, old age Southern Red Oak *Quercus falcata*, Flat-branched Tree Clubmoss *Dendrolycopodium obscurum*, Southern Ground Cedar *Diphasiastrum digitatum*, and a Pink Lady's Slipper *Cypripedium acaule*, and many more - see below .

In addition I am attaching the following plant list of plant species we have seen and those which have already been documented on site via iNaturalist:

Acer rubrum	red maple
Achillea millefolium	common yarrow
Amelanchier canadensis	Canadian serviceberry
Aronia arbutifolia	red chokeberry
Betula lenta	sweet birch
Carex swanii	Swan's sedge
Carex longii	green-and-white sedge
Castanea pumila	Alleghany Chinkapin

<i>Cercis canadensis</i>	eastern redbud
<i>Chimaphila maculata</i>	spotted wintergreen
<i>Chionanthus virginicus</i>	white fringetree
<i>Cornus florida</i>	flowering dogwood
<i>Cypripedium acaule</i>	pink lady's slipper
<i>Danthonia spicata</i>	Poverty oatgrass
<i>Dendrolycopodium obscurum</i>	flat-branched tree-clubmoss
<i>Dichanthelium clandestinum</i>	deertongue
<i>Diospyros virginiana</i>	American persimmon
<i>Diphasiastrum digitatum</i>	fan clubmoss
<i>Eubotrys racemosa</i>	fetterbush
<i>Gaylussacia baccata</i>	black huckleberry
<i>Hamamelis virginiana</i>	American witch-hazel
<i>Hypericum hypericoides</i>	St. Andrew's cross
<i>Ilex opaca</i>	American holly
<i>Juncus tenuis</i>	Slender Path Rush
<i>Kalmia latifolia</i>	mountain laurel
<i>Liquidambar styraciflua</i>	American sweetgum
<i>Liriodendron tulipifera</i>	tulip tree
<i>Lyonia ligustrina</i>	He-huckleberry
<i>Magnolia virginiana</i>	sweetbay magnolia
<i>Maianthemum racemosum</i>	false Solomon's seal
<i>Medeola virginiana</i>	Indian Cucumber Root
<i>Mitchella repens</i>	partridgeberry
<i>Nyssa sylvatica</i>	Black Tupelo
<i>Osmundastrum cinnamomeum</i>	cinnamon fern
<i>Parathelypteris noveboracensis</i>	New York fern
<i>Parthenocissus quinquefolia</i>	Virginia creeper
<i>Pinus virginiana</i>	Virginia pine
<i>Pinus rigida</i>	pitch pine
<i>Polystichum acrostichoides</i>	Christmas fern
<i>Polytrichum commune</i>	common haircap moss
<i>Populus grandidentata</i>	bigtooth aspen
<i>Prunus serotina</i>	black cherry
<i>Pteridium aquilinum</i>	common bracken
<i>Quercus alba</i>	white oak
<i>Quercus marilandica</i>	blackjack oak
<i>Quercus falcata</i>	southern red oak
<i>Quercus phellos</i>	willow oak
<i>Quercus coccinea</i>	scarlet oak
<i>Quercus montana</i>	chestnut oak
<i>Rhododendron periclymenoides</i>	pinkster flower
<i>Rhododendron viscosum</i> var. <i>glaucum</i>	swamp azalea
<i>Rubus hispidus</i>	swamp dewberry
<i>Rubus occidentalis</i>	black raspberry
<i>Sassafras albidum</i>	sassafras
<i>Sisyrinchium angustifolium</i>	narrow-leaved blue-eyed grass

Smilax rotundifolia	roundleaf greenbrier
Smilax glauca	sawbrier
Toxicodendron radicans	poison ivy
Uvularia sessilifolia	sessile bellwort
Vaccinium stamineum	deerberry
Vaccinium fuscatum	Black Highbush Blueberry
Vaccinium pallidum	Blue Ridge blueberry
Viburnum acerifolium	mapleleaf viburnum
Viburnum dentatum	southern arrowwood
Viburnum prunifolium	Blackhaw
Viola bicolor	American field pansy
Viola sororia	common blue violet

Cheers,
Michael Ellis
Vegetation Ecology Specialist
University of Maryland
[Quoted text hidden]

 **Greenbelt Greenbriar Park.Taxonomic Plant List 6.20.2020.csv**
8K

City Council Agenda Item Report

Meeting Date: July 13, 2020

Submitted by: David Moran

Submitting Department: Administration

Item Type: Resolution

Agenda Section: LEGISLATION

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)

- 1st Reading

Suggested Action:

Reference:

Resolution

Negotiated Purchase List-FY21 Draft 6.24.20

Negotiated Purchase List - FY 2021 - sort by \$

Negotiated Purchase List - FY 2021 - sort by justification

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.

In addition to the Spreadsheet which is attached to the Resolution, there are two additional versions sorted by dollar amount and justification as requested by Mayor Pro Tem Jordan.

It is recommended this resolution be introduced for first reading.

Attachments:

[Resolution_FY_2021_Negotiated_Purchase.pdf](#)

[Negotiated Purchase List-FY21 Draft 6.24.20.pdf](#)

[Negotiated Purchase List - FY 2021 - sort by \\$.pdf](#)

Introduced:
1st Reading:
2nd Reading:
Passed:
Posted:
Effective:

RESOLUTION NUMBER 2XXX

A RESOLUTION TO AUTHORIZE THE NEGOTIATED PURCHASE OF CERTAIN GOODS AND SERVICES FROM VARIOUS VENDORS AS ENUMERATED HEREIN WHEN TOTAL FISCAL YEAR PURCHASES FROM EACH VENDOR EXCEED TEN THOUSAND DOLLARS (\$10,000)

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

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

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

WHEREAS, monies for these goods and services have already been approved by the City Council in the Fiscal Year 2021 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 _____, 2020.

Colin A Byrd, Mayor

ATTEST:

Bonita Anderson, City Clerk

City of Greenbelt, Maryland
Recommended Vendors for Negotiated Purchase - FY 2021

Vendor-Number	Commodity	Requesting Department	FY2020	FY2019	FY2018	FY2017	FY2016	Justification for not Bidding
1 Alexander & Cleaver PA - 905	Legal Services	Admin	91,106	164,542	28,100	New FY18	-	Selected by competitive process
2 Best, Best & Krieger - 137	Cable Issues & Franchise Negotiations, Small Cell Issues	Admin	6,385	15,058	1,127	4,308	new FY17	Long-term relationship
3 CTC Technology & Energy	Oversee Small Cell Applications	Admin	New FY21	-	-	-	-	Specialized Service
4 Davenport & Co. LLC - 3061	Financial Consultant	Admin	0	18,119	New FY19	-	-	Specialized Service
5 Ely Inc - 4183	Museum services/Storage	Admin	10,670	New FY20	-	-	-	Specialized Service
6 Friends of Old Greenbelt Theatre - 6742	Theatre management	Admin	141,427	59,217	63,128	37,228	42,107	Selected by competitive process
7 Granicus Inc - 4960	Video Streaming/Open Platform	Admin	30,950	25,518	36,606	9,489	9,489	Specialized Service
8 Greenbelt Homes Inc - 363	Museum Co-op fees & Playground Maint	Admin	10,074	15,942	13,129	18,005	6,770	Sole Provider
9 Jackson Lewis - 6613	Legal Services: CBA	Admin	59,581	310	47,747	20,507	0	Specialized Service
10 Maryland Municipal League-563	Membership	Admin	25,598	27,421	24,167	24,736	26,127	Govt Association
11 Metropolitan Washington Council of Governments - 601	Association fees	Admin	19,845	19,100	18,522	17,968	17,685	COG Contract
12 Miles & Stockbridge - 3801	Legal services: Bond Counsel	Admin	24,500	25,220	33,668	9,846	0	Specialized Service
13 Nicholas P Pipino & Assoc - 982 The Hartford - 3694	Audio Visual Maint Contract	Admin	6,374	4,945	143,484	New FY18	-	State Contract
14 (formerly Aetna Middletown - 4257)	Employee life insurance	All	37,499	39,296	34,749	36,821	39,105	Competitive Pricing & Value
15 Amazon.com - 7039	Misc products	All	32,208	31,312	New FY19	-	-	Competitive Pricing & Value
16 AT&T Mobility (1027) - 220218	Cellular phone service	All	29,197	36,575	39,399	44,049	41,979	State Contract
17 Capitol Office Solutions -147	Copier Service & supplies	All	16,883	16,515	17,612	27,248	38,447	Competitive Pricing & Value
18 Carefirst Bluecross Blueshield - 512803	Employee Health Insurance	All	1,477,025	1,973,703	1,870,005	1,620,784	1,737,313	Competitive Pricing & Value
19 Key Risk Ins (replaced Chesapeake Employers Ins FY19) - 210190	Workers compensation insurance	All	617,530	567,882	692,182	632,756	615,769	Long-term relationship
20 Delta Dental - 6092	Employee Dental Insurance	All	109,026	124,351	120,425	110,734	121,095	Competitive Pricing & Value
21 Express Scripts - 512808	Employee prescription drugs	All	272,906	315,635	304,580	273,546	301,523	Competitive Pricing & Value
22 International City/County Management Association (ICMA) - 419 + 512802	Deferred compensation program	All	629,160	619,798	537,937	756,697	783,318	Long-term relationship
23 James River Solutions - 6703	Unleaded Fuel	All	129,302	163,746	135,569	113,561	137,438	COG Bid
24 Local Government Insurance Trust- 1125 & 528	Liability & property insurance	All	157,033	153,823	158,696	157,522	149,667	Competitive Pricing & Value
25 Maryland State Retirement System 512806, 512807, 527301, & 527302	Retirement and pension plans	All	1,857,509	1,785,878	1,682,060	1,590,937	1,598,295	State Agency
26 Staples - 486, 5718 & 5925	Office & Green Cleaning Supplies	All	39,155	24,149	19,944	16,508	23,865	NJPA Contract
27 Trippe Sports & Promotions LLC - 4466	Uniforms	All	39,155	11,885	10,050	7,845	9,879	Competitive Pricing & Value
23 Verizon - 523801	Local phone service	All	42,728	48,916	33,677	23,290	12,482	Sole Provider
24 Verizon Wireless 1966	Police laptops & Cell Phones	All	39,250	43,152	41,239	41,764	43,901	State Contract
25 Xerox - 292 (replacing COS)	Copier Service & supplies	All	20,827	20,028	16,653	6,722	-	Competitive Pricing & Value
26 Petsmart - 3339	Animal Food & Supplies	Animal Control	5,288	8,702	9,398	7,933	10,178	Local Vendor, Competitive Pricing
27 Spay Now - 6734	Veterinarian services	Animal Control	14,302	15,161	15,823	9,910	12,900	Competitive Pricing & Value
28 Epstein, Norman-1374	Psychological services	CARES	8,250	9,900	10,890	10,450	11,000	Long-term relationship
29 Bolton Partners Inc - 4789	Post Retirement Medical	Fin & Admin	2,000	9,500	0	9,500	0	Actuarial Study every two years
30 Cohn Reznick - replaced McGladrey 2015	Auditing services	Fin & Admin	37,500	36,500	35,500	34,500	32,500	Selected by competitive process
31 Columbia Bank - 523403	Banking services	Fin & Admin	36,619	38,862	38,445	33,986	31,347	Selected by competitive process
32 Greenbelt News Review - 368	Legal & help wanted ads	Fin & Admin	21,770	24,181	25,363	19,068	22,235	Local Vendor, Competitive Pricing
33 Municap - 3493	TIF Administrator	Fin & Admin	17,463	8,206	New FY19	-	-	Specialized Service
34 Occupational Medical Services - 3774	Employee Physicals	Fin & Admin	12,471	11,579	7,223	8,595	10,410	Competitive Pricing & Value
35 Superion - Pentamont (was Sungard) - 1721	Financial system software maint	Finance	12,654	71,663	50,196	48,667	52,560	Sole Provider
36 Washington Post - 7055	Employment Advertising	HR	5,290	10,030	New FY19	-	-	Competitive Pricing & Value
37 CDW-G Computer Center Inc-153	Computers	IT	9,297	27,834	11,153	8,622	8,756	Competitive Pricing & Value
38 Delta Telephone & Cabling - 5016	Phone Maint & Licenses	IT	61,885	7,123	9,612	8,300	1,288	Local Vendor, Competitive Pricing
39 GHA Technologies - 4077	Computers & Computer Equip	IT	33,866	17,177	1,962	10,239	19,290	Competitive Pricing & Value

City of Greenbelt, Maryland
Recommended Vendors for Negotiated Purchase - FY 2021

Vendor-Number	Commodity	Requesting Department	FY2020	FY2019	FY2018	FY2017	FY2016	Justification for not Bidding
40 J&M Security Solutions - 1007	Security Cameras	IT	3,925	100,859	53,500	New FY18	-	Selected by competitive process
41 MCCI - 2709	Laserfische Project Mgmt	IT	24,280	36,355	New FY19	-	-	Competitive Pricing & Value
42 Microsoft - 6170	Email Service	IT	10,894	10,289	9,812	9,830	9,801	Competitive Pricing & Value
43 SHI International Corp - 4028	Computer supplies & Licensing	IT	9,012	New FY20	-	-	-	Competitive Pricing & Value
44 Vermont systems - 956	Rec Trac Upgrade, Training, Maint	IT	7,194	13,968	16,562	6,353	8,394	Specialized Service
45 Zones - 34	Computer Equipment	IT	0	810	43,820	24,979	6,577	Last competitive quote June 2016
46 Perconti Data Systems - 5396	Utopia System Upgrade & Maint	IT/Planning	9,995	14,495	13,495	5,995	5,995	Sole Provider
47 Charles P. Johnson & Assoc - 4802	Construction Inspection/Management Services	Planning	195,868	66,520	35,417	0		Competitive Pricing, long-term relationship and Greenbelt firm
48 Bradley Site Design - 1918	Design & Signage for Gateway and Buddy Atwick Park Projects	Planning	0	1,000	8,004	20,904	23,096	Long-term relationship
49 Greenman Pedersen - 379	Engineering consultant	Planning	29,022	101,298	118,035	115,398	100,410	Long-term relationship
50 NAA, Inc. - 3905	Remediation of CC Windows	Planning	0	New FY20	-	-	-	Selected by competitive process
51 Acme Auto Leasing LLC - 3190	Police Undercover Leased Vehicle	Police	61,875	78,993	61,875	88,750	45,000	Competitive Pricing & Value
52 American Traffic Solutions (ATS) - 3203	Redlight citation processing	Police	260,615	217,918	180,149	215,786	224,126	Howard County Contract
53 AXON - 620	Body Cameras	Police	5,850	64,624	66,499	New FY18	-	Specialized Service
54 Community College of Baltimore County - 2106	Police academy	Police	10,443	0	2,020	3,528	New FY17	Specialized Service
55 Complus Data Innovations - 4299	Parking ticket collection services	Police	6,979	14,133	14,434	21,569	28,662	Competitive Pricing & Value
56 D & D Tire - 3204	Auto & Truck Tires	Police	30,770	33,171	28,751	26,292	21,541	State Contract
57 Emerg Serv Consult Intl - 2933 (was Fields Consulting Group - 5873)	Promotional Assessment Center	Police	0	18,000	0	20,500	0	Competitive Pricing & Value
58 Galls Inc - 329	Uniforms and police equipment	Police	18,229	16,083	8,274	9,143	16,519	Sole Provider
59 Gun Shop, The 899	Firearms training, ammunition	Police	17,976	17,592	7,603	10,973	15,964	State Contract
60 Howard County - 2572	Redlight Camera	Police	9,515	10,718	10,254	10,302	9,068	Specialized Service
61 Municipal Emerg Sv Dep - 145 (was Lawmen Supply - 6505)	Simmunition Training, body armor, uniforms	Police	26,985	26,255	25,903	19,665	16,067	Specialized Service
62 Major Police Supply - 4188	Emergency equipment & installatoin on police vehicles	Police	162,120	141,446	31,409	78,250	68,202	State Contract
63 Motorola - 6109	Radios & related service	Police	34,111	27,740	29,934	17,161	15,967	State Contract
64 Quill - 3937	Office Supplies	Police	10,867	13,355	11,179	11,635	4,779	Competitive Pricing & Value
65 Rekor Recognition Systems - 3487 (was Brekford International - 4533)	Speed Cameras; Purchase and installation of Police Laptops	Police	211,520	239,500	260,400	245,000	272,480	Specialized Service
66 Silver Hill Cleaners - 149	Uniform cleaning	Police	8,356	9,042	12,062	14,598	19,912	Competitive Pricing & Value
67 Steven Keller - 2397	Background Checks	Police	20,314	23,326	13,046	5,083	-	Long-term relationship
68 Tyler Tech (includes Executime) 5332	CAD Computer System & Executime	PD & Finance	90,303	51,006	104,350	100,196	98,304	Selected by competitive process
69 Suburban Signs Inc - 856	City Vehicle decals & Installation	PD, PW, PCD	10,586	19,872	7,035	8,902	9,175	Competitive Pricing & Value
70 University of Maryland - 942, 4847	Police Academy, Election tabulation	Police & Admin	17,897	4,452	11,903	4,452	9,946	Specialized Service
71 Assa Abloy Entrance Systems US Inc-840	Door repairs	Public Works	3,400	9,860	5,807	-	-	Local Vendor, Competitive Pricing
72 B Clean 3911 (name chg was Dalmex - 6171)	Janitorial Services	Public Works	29,840	35,039	31,970	28,720	33,320	Selected by competitive process
73 BFPE International - 1466	Fire Alarm	Public Works	18,330	8,302	New FY19	-	-	Local Vendor, Competitive Pricing
74 Boland Services - 118	HVAC Services	Public Works	8,987	5,437	2,046	37,546	1,772	Local Vendor, Competitive Pricing
75 Bortek Industries - 979	Auto/Sweeper Parts	Public Works	10,331	13,899	New FY19	-	-	Competitive Pricing & Value
76 Budget Painting - 734	Painting	Public Works	29,700	9,800	0	4,000	5,100	Competitive Pricing & Value
77 Chesapeake Ford Truck - 995	Auto Parts	Public Works	9,223	13,721	2,102	New FY18	-	Competitive Pricing & Value
78 Climate Engineers-2210	HVAC service at AFC	Public Works	47,948	74,050	49,226	63,202	49,266	Local Vendor, Competitive Pricing
79 C N Robinson Lighting - 6118	LED Lighting	Public Works	34,935	8,143	6,212	108,748	78,955	Local Vendor, Competitive Pricing
80 Crovato Products & Svcs - 4009	Auto maintenance	Public Works	11,615	9,763	18,171	24,248	22,280	Local Vendor, Competitive Pricing
81 Crowley Construction - 1221	Roof repairs	Public Works	163,095	15,717	30,690	9,438	67,006	Local Vendor, Competitive Pricing
82 Cunningham Assoc-6786 (was West Rec-3787)	Playground Wood Fiber/Mulch	Public Works	22,250	24,105	21,906	39,629	15,145	Local Vendor, Competitive Pricing
83 Dude Solutions Inc - 298	Facility Dude	Public Works	3,055	30,775	2,639	2,771	-	Competitive Pricing & Value

City of Greenbelt, Maryland
Recommended Vendors for Negotiated Purchase - FY 2021

Vendor-Number	Commodity	Requesting Department	FY2020	FY2019	FY2018	FY2017	FY2016	Justification for not Bidding
84	Densel Company - 630	Boiler Replacement	Public Works	510,817	56,361	233,610	New FY18	- Selected by competitive process
85	Eastern Salt Co - 2772	Road Salt	Public Works	12,370	14,400	New FY19	-	- Competitive Pricing & Value
86	Ennis-Flint - 980	Traffic signs/Crosswalks	Public Works	12,118	11,862	2,307	-	- Competitive Pricing & Value
87	Ferguson Enterprises- 299	Plumbing services	Public Works	5,353	10,985	6,025	5,273	14,679 Local Vendor, Competitive Pricing
88	Fidelity Power Systems - 300	Generator Inspection & Maint.	Public Works	6,132	4,942	4,225	6,044	25,591 Long-term relationship
89	Gametime - 1043	Playground Equipment	Public Works	2,031	54,533	163,198	1,549	106,635 Local Vendor, Competitive Pricing
90	General Glass - 4746	Windows	Public Works	5,522	2,465	1,779	4,700	19,199 Selected by competitive process
91	GHE Electric Services Inc - 6290	Electrical Supplies & Repairs	Public Works	5,335	12,075	425	8,622	16,060 Local Vendor, Competitive Pricing
92	Grainger - 350	Filters, lights, tools, misc supplies	Public Works	7,925	7,618	3,711	5,100	5,147 Local Vendor, Competitive Pricing
93	Greenbelt Auto & Truck Repair - 1091	Auto body repair	Public Works	29,549	17,725	28,610	36,543	51,261 Local Vendor, Competitive Pricing
94	Greenbriar Community Assoc - 376	Landscape Maintenance	Public Works	12,545	11,599	7,555	6,288	12,077 Long-term relationship
95	Home Depot - 1183 + 6211	Miscellaneous supplies	Public Works	15,633	18,007	17,880	18,108	10,079 Local Vendor, Competitive Pricing
96	Hi-Line - 2317	Auto Shop Supplies for PD	Public Works	17,266	11,943	9,201	6,931	6,687 Local Vendor, Competitive Pricing
97	Innovative Pyrotechnic Concepts - 6595	Fireworks	Public Works	14,175	13,825	13,250	12,800	12,400 Specialized Service
98	Intercon Truck Equipment - 6331	Truck Equipment	Public Works	0	13,524	11,167	-	- Competitive Pricing & Value
99	Kohler Equipment - 4683	Tools & Parts	Public Works	9,151	9,878	8,771	6,086	3,670 Local Vendor, Competitive Pricing
100	Leonard Paper Company - 2276	Paper towels & toilet tissue	Public Works	5,719	5,588	7,309	7,926	15,283 Competitive Pricing & Value
101	Mansfield Oil Co - 550	Diesel Fuel	Public Works	33,250	47,532	43,854	37,254	39,181 COG Contract
102	Manuel Tree Service - 6282	Tree pruning/removal	Public Works	13,500	4,900	16,100	30,750	2,200 Competitive Pricing & Value
103	Maryland Environmental Services - 559	Leaf grinding	Public Works	23,143	57,200	12,871	18,367	14,132 Local Vendor, Competitive Pricing
104	NZI Construction Corp - 670	Concrete & street work	Public Works	0	10,363	159,362	35,951	290,045 Selected by competitive process
105	Overhead Door - 681	Bay Door Repairs	Public Works	16,646	2,085	1,324	7,828	9,253 Specialized Service
106	P2 Maintenance Services - 3423	Landscape Maintenance	Public Works	47,094	5,521	New FY19	-	- Competitive Pricing & Value
107	Packer Norris Parts - 5770	Vehicle Repair Auto Parts, direct from manufacturer	Public Works	14,354	8,315	9,395	6,749	7,618 Competitive Pricing & Value
108	Parts Authority - 5896	Auto Parts, Supplies & Tools	Public Works	43,316	46,838	42,686	62,772	55,636 Local Vendor, Competitive Pricing
109	Raymar Plumbing Services-767	Plumbing services	Public Works	13,190	27,506	31,002	15,244	38,931 Local Vendor, Competitive Pricing
110	Schindler Elevator - 799	Elevator service and repair	Public Works	9,164	15,975	12,490	13,001	13,319 Competitive Pricing & Value
111	Shapiro & Duncan Mechanical Contractors -5526	Pool Pac Service, HVAC-CC	Public Works	0	26,655	50,868	289,381	- Competitive Pricing & Value
112	Sparks@Play -	Playground Equipment Installation	Public Works	New FY21	-	-	-	- Selected by competitive process
113	Tilley Chemical Company - 1049	Oil and Lubricants	Public Works	5,654	4,810	New FY19	-	- Selected by competitive process
114	VMP Construction - 951	Asphalt Work	Public Works	572,605	786,548	180,090	-	- Selected by competitive process
115	Prince George's County- 693, 694 & 739	Landfill disposal services & I-Net	PW & IT	123,822	134,310	112,270	105,865	155,104 Specialized Service
116	Roberts Oxygen - 784	Propane & Pool Chemicals	PW & Rec	9,226	10,743	8,805	9,456	9,582 Competitive Pricing & Value
117	Amato Industries - 3679	Chlorine & Other Pool Chemicals	Recreation	10,046	9,445	8,407	11,123	10,858 MNCPPC Contract
118	Bonkosky, Laura - 3010	Yoga Instructor	Recreation	14,546	14,431	8,720	9,190	9,613 Local Vendor, Competitive Pricing
119	Doloff Printing - 259	Newsletters & Seasonal Brochures	Recreation	8,264	10,783	10,655	21,774	4,632 Competitive Pricing & Value
120	O'Brien Bus Service Inc - 672	Bus service for camps- shorter trips	Recreation	16,975	14,350	14,425	15,850	17,050 Competitive Pricing & Value
121	Weyers Floor Service 976	Wood floor re-surfacing & refinishing	Recreation	9,053	12,411	16,757	12,530	7,870 Competitive Pricing & Value

City of Greenbelt, Maryland
Recommended Vendors for Negotiated Purchase - FY 2021
Sorted by Highest to Lowest Amount Paid

Vendor-Number	Commodity	Requesting Department	FY2020	FY2019	FY2018	FY2017	FY2016	Justification for not Bidding
1 Maryland State Retirement System 512806, 512807, 527301, & 527302	Retirement and pension plans	All	1,857,509	1,785,878	1,682,060	1,590,937	1,598,295	State Agency
2 Carefirst Bluecross Blueshield - 512803 International City/County Management Association (ICMA) - 419 + 512802	Employee Health Insurance	All	1,477,025	1,973,703	1,870,005	1,620,784	1,737,313	Competitive Pricing & Value
3 Key Risk Ins (replaced Chesapeake Employers Ins FY19) - 210190	Deferred compensation program	All	629,160	619,798	537,937	756,697	783,318	Long-term relationship
4 Workers compensation insurance	Workers compensation insurance	All	617,530	567,882	692,182	632,756	615,769	Long-term relationship
5 VMP Construction - 951	Asphalt Work	Public Works	572,605	786,548	180,090	-	-	Selected by competitive process
6 Densel Company - 630	Boiler Replacement	Public Works	510,817	56,361	233,610	New FY18	-	Selected by competitive process
7 Express Scripts - 512808	Employee prescription drugs	All	272,906	315,635	304,580	273,546	301,523	Competitive Pricing & Value
8 American Traffic Solutions (ATS) - 3203 Rekor Recognition Systems - 3487	Redlight citation processing	Police	260,615	217,918	180,149	215,786	224,126	Howard County Contract
9 (was Brekford International - 4533)	Speed Cameras; Purchase and installation of Police Laptops	Police	211,520	239,500	260,400	245,000	272,480	Specialized Service
10 Charles P. Johnson & Assoc - 4802	Construction Inspection/Management Services	Planning	195,868	66,520	35,417	0	0	Competitive Pricing, long-term relationship and Greenbelt firm
11 Crowley Construction - 1221	Roof repairs	Public Works	163,095	15,717	30,690	9,438	67,006	Local Vendor, Competitive Pricing
12 Major Police Supply - 4188 Local Government Insurance Trust - 1125 & 528	Emergency equipment & installatioin on police vehicles	Police	162,120	141,446	31,409	78,250	68,202	State Contract
13 Liability & property insurance	Liability & property insurance	All	157,033	153,823	158,696	157,522	149,667	Competitive Pricing & Value
14 Friends of Old Greenbelt Theatre - 6742	Theatre management	Admin	141,427	59,217	63,128	37,228	42,107	Selected by competitive process
15 James River Solutions - 6703	Unleaded Fuel	All	129,302	163,746	135,569	113,561	137,438	COG Bid
16 Prince George's County- 693, 694 & 739	Landfill disposal services & I-Net	PW & IT	123,822	134,310	112,270	105,865	155,104	Specialized Service
17 Delta Dental - 6092	Employee Dental Insurance	All	109,026	124,351	120,425	110,734	121,095	Competitive Pricing & Value
18 Alexander & Cleaver PA - 905	Legal Services	Admin	91,106	164,542	28,100	New FY18	-	Selected by competitive process
19 Tyler Tech (includes Executime) 5332	CAD Computer System & Executime	PD & Finance	90,303	51,006	104,350	100,196	98,304	Selected by competitive process
20 Delta Telephone & Cabling - 5016	Phone Maint & Licenses	IT	61,885	7,123	9,612	8,300	1,288	Local Vendor, Competitive Pricing
21 Acme Auto Leasing LLC - 3190	Police Undercover Leased Vehicle	Police	61,875	78,993	61,875	88,750	45,000	Competitive Pricing & Value
22 Jackson Lewis - 6613	Legal Services: CBA	Admin	59,581	310	47,747	20,507	0	Specialized Service
23 Climate Engineers-2210	HVAC service at AFC	Public Works	47,948	74,050	49,226	63,202	49,266	Local Vendor, Competitive Pricing
24 P2 Maintenance Services - 3423	Landscape Maintenance	Public Works	47,094	5,521	New FY19	-	-	Competitive Pricing & Value
25 Parts Authority - 5896	Auto Parts, Supplies & Tools	Public Works	43,316	46,838	42,686	62,772	55,636	Local Vendor, Competitive Pricing
26 Verizon - 523801	Local phone service	All	42,728	48,916	33,677	23,290	12,482	Sole Provider
27 Verizon Wireless 1966	Police laptops & Cell Phones	All	39,250	43,152	41,239	41,764	43,901	State Contract
28 Staples - 486, 5718 & 5925	Office & Green Cleaning Supplies	All	39,155	24,149	19,944	16,508	23,865	NJPA Contract
29 Trippe Sports & Promotions LLC - 4466	Uniforms	All	39,155	11,885	10,050	7,845	9,879	Competitive Pricing & Value

City of Greenbelt, Maryland
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	Vendor-Number	Commodity	Requesting Department	FY2020	FY2019	FY2018	FY2017	FY2016	Justification for not Bidding
30	Cohn Reznick - replaced McGladrey 2015 The Hartford - 3694	Auditing services	Fin & Admin	37,500	36,500	35,500	34,500	32,500	Selected by competitive process
31	(formerly Aetna Middletown - 4257)	Employee life insurance	All	37,499	39,296	34,749	36,821	39,105	Competitive Pricing & Value
32	Columbia Bank - 523403	Banking services	Fin & Admin	36,619	38,862	38,445	33,986	31,347	Selected by competitive process
33	C N Robinson Lighting - 6118	LED Lighting	Public Works	34,935	8,143	6,212	108,748	78,955	Local Vendor, Competitive Pricing
34	Motorola - 6109	Radios & related service	Police	34,111	27,740	29,934	17,161	15,967	State Contract
35	GHA Technologies - 4077	Computers & Computer Equip	IT	33,866	17,177	1,962	10,239	19,290	Competitive Pricing & Value
36	Mansfield Oil Co - 550	Diesel Fuel	Public Works	33,250	47,532	43,854	37,254	39,181	COG Contract
37	Amazon.com - 7039	Misc products	All	32,208	31,312	New FY19	-	-	Competitive Pricing & Value
38	Granicus Inc - 4960	Video Streaming/Open Platform	Admin	30,950	25,518	36,606	9,489	9,489	Specialized Service
39	D & D Tire - 3204	Auto & Truck Tires	Police	30,770	33,171	28,751	26,292	21,541	State Contract
40	B Clean 3911 (name chg was Dalmex - 6171)	Janitorial Services	Public Works	29,840	35,039	31,970	28,720	33,320	Selected by competitive process
41	Budget Painting - 734	Painting	Public Works	29,700	9,800	0	4,000	5,100	Competitive Pricing & Value
42	Greenbelt Auto & Truck Repair - 1091	Auto body repair	Public Works	29,549	17,725	28,610	36,543	51,261	Local Vendor, Competitive Pricing
43	AT&T Mobility (1027) - 220218	Cellular phone service	All	29,197	36,575	39,399	44,049	41,979	State Contract
44	Greenman Pedersen - 379	Engineering consultant	Planning	29,022	101,298	118,035	115,398	100,410	Long-term relationship
45	Municipal Emerg Sv Dep - 145 (was Lawmen Supply - 6505)	Simmuniton Training, body armor, uniforms	Police	26,985	26,255	25,903	19,665	16,067	Specialized Service
46	Maryland Municipal League-563	Membership	Admin	25,598	27,421	24,167	24,736	26,127	Govt Association
47	Miles & Stockbridge - 3801	Legal services: Bond Counsel	Admin	24,500	25,220	33,668	9,846	0	Specialized Service
48	MCCI - 2709	Laserfische Project Mgmt	IT	24,280	36,355	New FY19	-	-	Competitive Pricing & Value
49	Maryland Environmental Services - 559	Leaf grinding	Public Works	23,143	57,200	12,871	18,367	14,132	Local Vendor, Competitive Pricing
50	Cunningham Assoc-6786 (was West Rec-3787)	Playground Wood Fiber/Mulch	Public Works	22,250	24,105	21,906	39,629	15,145	Local Vendor, Competitive Pricing
51	Greenbelt News Review - 368	Legal & help wanted ads	Fin & Admin	21,770	24,181	25,363	19,068	22,235	Local Vendor, Competitive Pricing
52	Xerox - 292 (replacing COS)	Copier Service & supplies	All	20,827	20,028	16,653	6,722	-	Competitive Pricing & Value
53	Steven Keller - 2397 Metropolitan Washington Council of	Background Checks	Police	20,314	23,326	13,046	5,083	-	Long-term relationship
54	Governments - 601	Association fees	Admin	19,845	19,100	18,522	17,968	17,685	COG Contract
55	BFPE International - 1466	Fire Alarm	Public Works	18,330	8,302	New FY19	-	-	Local Vendor, Competitive Pricing
56	Galls Inc - 329	Uniforms and police equipment	Police	18,229	16,083	8,274	9,143	16,519	Sole Provider
57	Gun Shop, The 899	Firearms training, ammunition	Police	17,976	17,592	7,603	10,973	15,964	State Contract
58	University of Maryland - 942, 4847	Police Academy, Election tabulation	Police & Admin	17,897	4,452	11,903	4,452	9,946	Specialized Service
59	Municap - 3493	TIF Administrator	Fin & Admin	17,463	8,206	New FY19	-	-	Specialized Service
60	Hi-Line - 2317	Auto Shop Supplies for PD	Public Works	17,266	11,943	9,201	6,931	6,687	Local Vendor, Competitive Pricing

City of Greenbelt, Maryland
Recommended Vendors for Negotiated Purchase - FY 2021
Sorted by Highest to Lowest Amount Paid

Vendor-Number	Commodity	Requesting Department	FY2020	FY2019	FY2018	FY2017	FY2016	Justification for not Bidding	
61	O'Brien Bus Service Inc - 672	Bus service for camps- shorter trips	Recreation	16,975	14,350	14,425	15,850	17,050	Competitive Pricing & Value
62	Capitol Office Solutions -147	Copier Service & supplies	All	16,883	16,515	17,612	27,248	38,447	Competitive Pricing & Value
63	Overhead Door - 681	Bay Door Repairs	Public Works	16,646	2,085	1,324	7,828	9,253	Specialized Service
64	Home Depot - 1183 + 6211	Miscellaneous supplies	Public Works	15,633	18,007	17,880	18,108	10,079	Local Vendor, Competitive Pricing
65	Bonkosky, Laura - 3010	Yoga Instructor	Recreation	14,546	14,431	8,720	9,190	9,613	Local Vendor, Competitive Pricing
66	Packer Norris Parts - 5770	Vehicle Repair Auto Parts, direct from manufacturer	Public Works	14,354	8,315	9,395	6,749	7,618	Competitive Pricing & Value
67	Spay Now - 6734	Veterinarian services	Animal Control	14,302	15,161	15,823	9,910	12,900	Competitive Pricing & Value
68	Innovative Pyrotechnic Concepts - 6595	Fireworks	Public Works	14,175	13,825	13,250	12,800	12,400	Specialized Service
69	Manuel Tree Service - 6282	Tree pruning/removal	Public Works	13,500	4,900	16,100	30,750	2,200	Competitive Pricing & Value
70	Raymar Plumbing Services-767	Plumbing services	Public Works	13,190	27,506	31,002	15,244	38,931	Local Vendor, Competitive Pricing
71	Superion - Pentamation (was Sungard) - 1721	Financial system software maint	Finance	12,654	71,663	50,196	48,667	52,560	Sole Provider
72	Greenbriar Community Assoc - 376	Landscape Maintenance	Public Works	12,545	11,599	7,555	6,288	12,077	Long-term relationship
73	Occupational Medical Services - 3774	Employee Physicals	Fin & Admin	12,471	11,579	7,223	8,595	10,410	Competitive Pricing & Value
74	Eastern Salt Co - 2772	Road Salt	Public Works	12,370	14,400	New FY19	-	-	Competitive Pricing & Value
75	Ennis-Flint - 980	Traffic signs/Crosswalks	Public Works	12,118	11,862	2,307	-	-	Competitive Pricing & Value
76	Crovato Products & Svcs - 4009	Auto maintenance	Public Works	11,615	9,763	18,171	24,248	22,280	Local Vendor, Competitive Pricing
77	Microsoft - 6170	Email Service	IT	10,894	10,289	9,812	9,830	9,801	Competitive Pricing & Value
78	Quill - 3937	Office Supplies	Police	10,867	13,355	11,179	11,635	4,779	Competitive Pricing & Value
79	Ely Inc - 4183	Museum services/Storage	Admin	10,670	New FY20	-	-	-	Specialized Service
80	Suburban Signs Inc - 856	City Vehicle decals & Installation	PD, PW, PCD	10,586	19,872	7,035	8,902	9,175	Competitive Pricing & Value
81	Community College of Baltimore County - 2106	Police academy	Police	10,443	0	2,020	3,528	New FY17	Specialized Service
82	Bortek Industries - 979	Auto/Sweeper Parts	Public Works	10,331	13,899	New FY19	-	-	Competitive Pricing & Value
83	Greenbelt Homes Inc - 363	Museum Co-op fees & Playground Maint	Admin	10,074	15,942	13,129	18,005	6,770	Sole Provider
84	Amato Industries - 3679	Chlorine & Other Pool Chemicals	Recreation	10,046	9,445	8,407	11,123	10,858	MNCPPC Contract
85	Perconti Data Systems - 5396	Utopia System Upgrade & Maint	IT/Planning	9,995	14,495	13,495	5,995	5,995	Sole Provider
86	Howard County - 2572	Redlight Camera	Police	9,515	10,718	10,254	10,302	9,068	Specialized Service
87	CDW-G Computer Center Inc-153	Computers	IT	9,297	27,834	11,153	8,622	8,756	Competitive Pricing & Value
88	Roberts Oxygen - 784	Propane & Pool Chemicals	PW & Rec	9,226	10,743	8,805	9,456	9,582	Competitive Pricing & Value
89	Chesapeake Ford Truck - 995	Auto Parts	Public Works	9,223	13,721	2,102	New FY18	-	Competitive Pricing & Value
90	Schindler Elevator - 799	Elevator service and repair	Public Works	9,164	15,975	12,490	13,001	13,319	Competitive Pricing & Value
91	Kohler Equipment - 4683	Tools & Parts	Public Works	9,151	9,878	8,771	6,086	3,670	Local Vendor, Competitive Pricing
92	Weyers Floor Service 976	Wood floor re-surfacing & refinishing	Recreation	9,053	12,411	16,757	12,530	7,870	Competitive Pricing & Value

City of Greenbelt, Maryland
Recommended Vendors for Negotiated Purchase - FY 2021
Sorted by Highest to Lowest Amount Paid

Vendor-Number	Commodity	Requesting Department	FY2020	FY2019	FY2018	FY2017	FY2016	Justification for not Bidding	
93	SHI International Corp - 4028	Computer supplies & Licensing	IT	9,012	New FY20	-	-	-	Competitive Pricing & Value
94	Boland Services - 118	HVAC Services	Public Works	8,987	5,437	2,046	37,546	1,772	Local Vendor, Competitive Pricing
95	Silver Hill Cleaners - 149	Uniform cleaning	Police	8,356	9,042	12,062	14,598	19,912	Competitive Pricing & Value
96	Doloff Printing - 259	Newsletters & Seasonal Brochures	Recreation	8,264	10,783	10,655	21,774	4,632	Competitive Pricing & Value
97	Epstein, Norman-1374	Psychological services	CARES	8,250	9,900	10,890	10,450	11,000	Long-term relationship
98	Grainger - 350	Filters, lights, tools, misc supplies	Public Works	7,925	7,618	3,711	5,100	5,147	Local Vendor, Competitive Pricing
99	Vermont systems - 956	Rec Trac Upgrade, Training, Maint	IT	7,194	13,968	16,562	6,353	8,394	Specialized Service
100	Complus Data Innovations - 4299	Parking ticket collection services	Police	6,979	14,133	14,434	21,569	28,662	Competitive Pricing & Value
101	Best, Best & Krieger - 137	Cable Issues & Franchise Negotiations, Small Cell Issues	Admin	6,385	15,058	1,127	4,308	new FY17	Long-term relationship
102	Nicholas P Pipino & Assoc - 982	Audio Visual Maint Contract	Admin	6,374	4,945	143,484	New FY18	-	State Contract
103	Fidelity Power Systems - 300	Generator Inspection & Maint.	Public Works	6,132	4,942	4,225	6,044	25,591	Long-term relationship
104	AXON - 620	Body Cameras	Police	5,850	64,624	66,499	New FY18	-	Specialized Service
105	Leonard Paper Company - 2276	Paper towels & toilet tissue	Public Works	5,719	5,588	7,309	7,926	15,283	Competitive Pricing & Value
106	Tilley Chemical Coumpany - 1049	Oil and Lubricants	Public Works	5,654	4,810	New FY19	-	-	Selected by competitive process
107	General Glass - 4746	Windows	Public Works	5,522	2,465	1,779	4,700	19,199	Selected by competitive process
108	Ferguson Enterprises- 299	Plumbing services	Public Works	5,353	10,985	6,025	5,273	14,679	Local Vendor, Competitive Pricing
109	GHE Electric Services Inc - 6290	Electrical Supplies & Repairs	Public Works	5,335	12,075	425	8,622	16,060	Local Vendor, Competitive Pricing
110	Washington Post - 7055	Employment Advertising	HR	5,290	10,030	New FY19	-	-	Competitive Pricing & Value
111	Petsmart - 3339	Animal Food & Supplies	Animal Control	5,288	8,702	9,398	7,933	10,178	Local Vendor, Competitive Pricing
112	J&M Security Solutions - 1007	Security Cameras	IT	3,925	100,859	53,500	New FY18	-	Selected by competitive process
113	Assa Abloy Entrance Systems US Inc-840	Door repairs	Public Works	3,400	9,860	5,807	-	-	Local Vendor, Competitive Pricing
114	Dude Solutions Inc - 298	Facility Dude	Public Works	3,055	30,775	2,639	2,771	-	Competitive Pricing & Value
115	Gametime - 1043	Playground Equipment	Public Works	2,031	54,533	163,198	1,549	106,635	Local Vendor, Competitive Pricing
116	Bolton Partners Inc - 4789	Post Retirement Medical	Fin & Admin	2,000	9,500	0	9,500	0	Actuarial Study every two years
117	Davenport & Co. LLC - 3061	Financial Consultant	Admin	0	18,119	New FY19	-	-	Specialized Service
118	Zones - 34	Computer Equipment	IT	0	810	43,820	24,979	6,577	Last competitive quote June 2016
119	Bradley Site Design - 1918	Design & Signage for Gateway and Buddy Attick Park Projects	Planning	0	1,000	8,004	20,904	23,096	Long-term relationship
120	NAA, Inc. - 3905	Remediation of CC Windows	Planning	0	New FY20	-	-	-	Selected by competitive process
121	Emerg Serv Consult Intl - 2933 (was Fields Consulting Group - 5873)	Promotional Assessment Center	Police	0	18,000	0	20,500	0	Competitive Pricing & Value
122	Intercon Truck Equipment - 6331	Truck Equipment	Public Works	0	13,524	11,167	-	-	Competitive Pricing & Value
123	NZI Construction Corp - 670	Concrete & street work	Public Works	0	10,363	159,362	35,951	290,045	Selected by competitive process

City of Greenbelt, Maryland
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Vendor-Number	Commodity	Requesting Department	FY2020	FY2019	FY2018	FY2017	FY2016	Justification for not Bidding
124 <u>Shapiro & Duncan Mechanical Contractors -5526</u>	Pool Pac Service, HVAC-CC	Public Works	0	26,655	50,868	289,381	-	Competitive Pricing & Value
125 <u>Sparks@Play -</u>	Playground Equipment Installation	Public Works	New FY21	-	-	-	-	Selected by competitive process
126 <u>CTC Technology & Energy</u>	Oversee Small Cell Applications	Admin	New FY21	-	-	-	-	Specialized Service

City of Greenbelt, Maryland
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Vendor-Number	Commodity	Requesting Department	FY2020	FY2019	FY2018	FY2017	FY2016	Justification for not Bidding
1 Bolton Partners Inc - 4789	Post Retirement Medical	Fin & Admin	2,000	9,500	0	9,500	0	Actuarial Study every two years
2 James River Solutions - 6703	Unleaded Fuel	All	129,302	163,746	135,569	113,561	137,438	COG Bid
3 Mansfield Oil Co - 550	Diesel Fuel	Public Works	33,250	47,532	43,854	37,254	39,181	COG Contract
4 Metropolitan Washington Council of Governments - 601	Association fees	Admin	19,845	19,100	18,522	17,968	17,685	COG Contract
5 Carefirst Bluecross Blueshield - 512803	Employee Health Insurance	All	1,477,025	1,973,703	1,870,005	1,620,784	1,737,313	Competitive Pricing & Value
6 Express Scripts - 512808	Employee prescription drugs	All	272,906	315,635	304,580	273,546	301,523	Competitive Pricing & Value
7 Local Government Insurance Trust - 1125 & 528	Liability & property insurance	All	157,033	153,823	158,696	157,522	149,667	Competitive Pricing & Value
8 Delta Dental - 6092	Employee Dental Insurance	All	109,026	124,351	120,425	110,734	121,095	Competitive Pricing & Value
9 Acme Auto Leasing LLC - 3190	Police Undercover Leased Vehicle	Police	61,875	78,993	61,875	88,750	45,000	Competitive Pricing & Value
10 P2 Maintenance Services - 3423	Landscape Maintenance	Public Works	47,094	5,521	New FY19	-	-	Competitive Pricing & Value
11 Trippe Sports & Promotions LLC - 4466	Uniforms	All	39,155	11,885	10,050	7,845	9,879	Competitive Pricing & Value
12 The Hartford - 3694	Employee life insurance	All	37,499	39,296	34,749	36,821	39,105	Competitive Pricing & Value
13 (formerly Aetna Middletown - 4257)	Computers & Computer Equip	IT	33,866	17,177	1,962	10,239	19,290	Competitive Pricing & Value
14 GHA Technologies - 4077	Misc products	All	32,208	31,312	New FY19	-	-	Competitive Pricing & Value
15 Amazon.com - 7039	Painting	Public Works	29,700	9,800	0	4,000	5,100	Competitive Pricing & Value
16 Budget Painting - 734	Laserfische Project Mgmt	IT	24,280	36,355	New FY19	-	-	Competitive Pricing & Value
17 MCCI - 2709	Copier Service & supplies	All	20,827	20,028	16,653	6,722	-	Competitive Pricing & Value
18 Xerox - 292 (replacing COS)	Bus service for camps- shorter trips	Recreation	16,975	14,350	14,425	15,850	17,050	Competitive Pricing & Value
19 O'Brien Bus Service Inc - 672	Copier Service & supplies	All	16,883	16,515	17,612	27,248	38,447	Competitive Pricing & Value
20 Capitol Office Solutions -147	Vehicle Repair Auto Parts, direct from manufacturer	Public Works	14,354	8,315	9,395	6,749	7,618	Competitive Pricing & Value
21 Packer Norris Parts - 5770	Veterinarian services	Animal Control	14,302	15,161	15,823	9,910	12,900	Competitive Pricing & Value
22 Spay Now - 6734	Tree pruning/removal	Public Works	13,500	4,900	16,100	30,750	2,200	Competitive Pricing & Value
23 Manuel Tree Service - 6282	Employee Physicals	Fin & Admin	12,471	11,579	7,223	8,595	10,410	Competitive Pricing & Value
24 Occupational Medical Services - 3774	Road Salt	Public Works	12,370	14,400	New FY19	-	-	Competitive Pricing & Value
25 Eastern Salt Co - 2772	Traffic signs/Crosswalks	Public Works	12,118	11,862	2,307	-	-	Competitive Pricing & Value
26 Ennis-Flint - 980	Email Service	IT	10,894	10,289	9,812	9,830	9,801	Competitive Pricing & Value
27 Microsoft - 6170	Office Supplies	Police	10,867	13,355	11,179	11,635	4,779	Competitive Pricing & Value
28 Quill - 3937	City Vehicle decals & Installation	PD, PW, PCD	10,586	19,872	7,035	8,902	9,175	Competitive Pricing & Value
29 Suburban Signs Inc - 856	Auto/Sweeper Parts	Public Works	10,331	13,899	New FY19	-	-	Competitive Pricing & Value
30 Bortek Industries - 979	Computers	IT	9,297	27,834	11,153	8,622	8,756	Competitive Pricing & Value
31 CDW-G Computer Center Inc-153								

City of Greenbelt, Maryland
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	Vendor-Number	Commodity	Requesting Department	FY2020	FY2019	FY2018	FY2017	FY2016	Justification for not Bidding
31	Roberts Oxygen - 784	Propane & Pool Chemicals	PW & Rec	9,226	10,743	8,805	9,456	9,582	Competitive Pricing & Value
32	Chesapeake Ford Truck - 995	Auto Parts	Public Works	9,223	13,721	2,102	New FY18	-	Competitive Pricing & Value
33	Schindler Elevator - 799	Elevator service and repair	Public Works	9,164	15,975	12,490	13,001	13,319	Competitive Pricing & Value
34	Weyers Floor Service 976	Wood floor re-surfacing & refinishing	Recreation	9,053	12,411	16,757	12,530	7,870	Competitive Pricing & Value
35	SHI International Corp - 4028	Computer supplies & Licensing	IT	9,012	New FY20	-	-	-	Competitive Pricing & Value
36	Silver Hill Cleaners - 149	Uniform cleaning	Police	8,356	9,042	12,062	14,598	19,912	Competitive Pricing & Value
37	Doloff Printing - 259	Newsletters & Seasonal Brochures	Recreation	8,264	10,783	10,655	21,774	4,632	Competitive Pricing & Value
38	Complus Data Innovations - 4299	Parking ticket collection services	Police	6,979	14,133	14,434	21,569	28,662	Competitive Pricing & Value
39	Leonard Paper Company - 2276	Paper towels & toilet tissue	Public Works	5,719	5,588	7,309	7,926	15,283	Competitive Pricing & Value
40	Washington Post - 7055	Employment Advertising	HR	5,290	10,030	New FY19	-	-	Competitive Pricing & Value
41	Dude Solutions Inc - 298	Facility Dude	Public Works	3,055	30,775	2,639	2,771	-	Competitive Pricing & Value
42	Emerg Serv Consult Intl - 2933 (was Fields Consulting Group - 5873)	Promotional Assessment Center	Police	0	18,000	0	20,500	0	Competitive Pricing & Value
43	Intercon Truck Equipment - 6331	Truck Equipment	Public Works	0	13,524	11,167	-	-	Competitive Pricing & Value
44	Shapiro & Duncan Mechanical Contractors -5526	Pool Pac Service, HVAC-CC	Public Works	0	26,655	50,868	289,381	-	Competitive Pricing & Value
45	Charles P. Johnson & Assoc - 4802	Construction Inspection/Management Services	Planning	195,868	66,520	35,417	0	0	Competitive Pricing, long-term relationship and Greenbelt firm
46	Crowley Construction - 1221	Roof repairs	Public Works	163,095	15,717	30,690	9,438	67,006	Competitive Pricing, Local Vendor
47	Delta Telephone & Cabling - 5016	Phone Maint & Licenses	IT	61,885	7,123	9,612	8,300	1,288	Competitive Pricing, Local Vendor
48	Climate Engineers-2210	HVAC service at AFC	Public Works	47,948	74,050	49,226	63,202	49,266	Competitive Pricing, Local Vendor
49	Parts Authority - 5896	Auto Parts, Supplies & Tools	Public Works	43,316	46,838	42,686	62,772	55,636	Competitive Pricing, Local Vendor
50	C N Robinson Lighing - 6118	LED Lighting	Public Works	34,935	8,143	6,212	108,748	78,955	Competitive Pricing, Local Vendor
51	Greenbelt Auto & Truck Repair - 1091	Auto body repair	Public Works	29,549	17,725	28,610	36,543	51,261	Competitive Pricing, Local Vendor
52	Maryland Environmental Services - 559	Leaf grinding	Public Works	23,143	57,200	12,871	18,367	14,132	Competitive Pricing, Local Vendor
53	Cunningham Assoc-6786 (was West Rec-3787)	Playground Wood Fiber/Mulch	Public Works	22,250	24,105	21,906	39,629	15,145	Competitive Pricing, Local Vendor
54	Greenbelt News Review - 368	Legal & help wanted ads	Fin & Admin	21,770	24,181	25,363	19,068	22,235	Competitive Pricing, Local Vendor
55	BFPE International - 1466	Fire Alarm	Public Works	18,330	8,302	New FY19	-	-	Competitive Pricing, Local Vendor
56	Hi-Line - 2317	Auto Shop Supplies for PD	Public Works	17,266	11,943	9,201	6,931	6,687	Competitive Pricing, Local Vendor
57	Home Depot - 1183 + 6211	Miscellaneous supplies	Public Works	15,633	18,007	17,880	18,108	10,079	Competitive Pricing, Local Vendor
58	Bonkosky, Laura - 3010	Yoga Instructor	Recreation	14,546	14,431	8,720	9,190	9,613	Competitive Pricing, Local Vendor
59	Raymar Plumbing Services-767	Plumbing services	Public Works	13,190	27,506	31,002	15,244	38,931	Competitive Pricing, Local Vendor
60	Crovato Products & Svcs - 4009	Auto maintenance	Public Works	11,615	9,763	18,171	24,248	22,280	Competitive Pricing, Local Vendor
61	Kohler Equipment - 4683	Tools & Parts	Public Works	9,151	9,878	8,771	6,086	3,670	Competitive Pricing, Local Vendor

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Vendor-Number	Commodity	Requesting Department	FY2020	FY2019	FY2018	FY2017	FY2016	Justification for not Bidding
62	Boland Services - 118	HVAC Services	Public Works	8,987	5,437	2,046	37,546	1,772 Competitive Pricing, Local Vendor
63	Grainger - 350	Filters, lights, tools, misc supplies	Public Works	7,925	7,618	3,711	5,100	5,147 Competitive Pricing, Local Vendor
64	Ferguson Enterprises- 299	Plumbing services	Public Works	5,353	10,985	6,025	5,273	14,679 Competitive Pricing, Local Vendor
65	GHE Electric Services Inc - 6290	Electrical Supplies & Repairs	Public Works	5,335	12,075	425	8,622	16,060 Competitive Pricing, Local Vendor
66	Petsmart - 3339	Animal Food & Supplies	Animal Control	5,288	8,702	9,398	7,933	10,178 Competitive Pricing, Local Vendor
67	Assa Abloy Entrance Systems US Inc-840	Door repairs	Public Works	3,400	9,860	5,807	-	- Competitive Pricing, Local Vendor
68	Gametime - 1043	Playground Equipment	Public Works	2,031	54,533	163,198	1,549	106,635 Competitive Pricing, Local Vendor
69	Maryland Municipal League-563	Membership	Admin	25,598	27,421	24,167	24,736	26,127 Gov't Association
70	American Traffic Solutions (ATS) - 3203	Redlight citation processing	Police	260,615	217,918	180,149	215,786	224,126 Howard County Contract
71	Zones - 34	Computer Equipment	IT	0	810	43,820	24,979	6,577 Last competitive quote June 2016
	International City/County Management Association (ICMA) - 419 + 512802	Deferred compensation program	All	629,160	619,798	537,937	756,697	783,318 Long-term relationship
72	Key Risk Ins (replaced Chesapeake Employers Ins FY19) - 210190	Workers compensation insurance	All	617,530	567,882	692,182	632,756	615,769 Long-term relationship
73	Greenman Pedersen - 379	Engineering consultant	Planning	29,022	101,298	118,035	115,398	100,410 Long-term relationship
74	Steven Keller - 2397	Background Checks	Police	20,314	23,326	13,046	5,083	- Long-term relationship
75	Greenbriar Community Assoc - 376	Landscape Maintenance	Public Works	12,545	11,599	7,555	6,288	12,077 Long-term relationship
76	Epstein, Norman-1374	Psychological services	CARES	8,250	9,900	10,890	10,450	11,000 Long-term relationship
77	Best, Best & Krieger - 137	Cable Issues & Franchise Negotiations, Small Cell Issues	Admin	6,385	15,058	1,127	4,308	New FY17 Long-term relationship
78	Fidelity Power Systems - 300	Generator Inspection & Maint.	Public Works	6,132	4,942	4,225	6,044	25,591 Long-term relationship
79	Bradley Site Design - 1918	Design & Signage for Gateway and Buddy Attick Park Projects	Planning	0	1,000	8,004	20,904	23,096 Long-term relationship
80	Amato Industries - 3679	Chlorine & Other Pool Chemicals	Recreation	10,046	9,445	8,407	11,123	10,858 M-NCPPC Contract
81	Staples - 486, 5718 & 5925	Office & Green Cleaning Supplies	All	39,155	24,149	19,944	16,508	23,865 NJPA Contract
82	VMP Construction - 951	Asphalt Work	Public Works	572,605	786,548	180,090	-	- Selected by competitive process
83	Densel Company - 630	Boiler Replacement	Public Works	510,817	56,361	233,610	New FY18	- Selected by competitive process
84	Friends of Old Greenbelt Theatre - 6742	Theatre management	Admin	141,427	59,217	63,128	37,228	42,107 Selected by competitive process
85	Alexander & Cleaver PA - 905	Legal Services	Admin	91,106	164,542	28,100	New FY18	- Selected by competitive process
86	Tyler Tech (includes Executime) 5332	CAD Computer System & Executime	PD & Finance	90,303	51,006	104,350	100,196	98,304 Selected by competitive process
87	Cohn Reznick - replaced McGladrey 2015	Auditing services	Fin & Admin	37,500	36,500	35,500	34,500	32,500 Selected by competitive process
88	Columbia Bank - 523403	Banking services	Fin & Admin	36,619	38,862	38,445	33,986	31,347 Selected by competitive process
89	B Clean 3911 (name chg was Dalmex - 6171)	Janitorial Services	Public Works	29,840	35,039	31,970	28,720	33,320 Selected by competitive process
90	Tilley Chemical Coumpany - 1049	Oil and Lubricants	Public Works	5,654	4,810	New FY19	-	- Selected by competitive process

City of Greenbelt, Maryland
Recommended Vendors for Negotiated Purchase - FY 2021
Sorted by Justification for not Bidding

Vendor-Number	Commodity	Requesting Department	FY2020	FY2019	FY2018	FY2017	FY2016	Justification for not Bidding
92	General Glass - 4746	Windows	Public Works	5,522	2,465	1,779	4,700	19,199 Selected by competitive process
93	J&M Security Solutions - 1007	Security Cameras	IT	3,925	100,859	53,500	New FY18	- Selected by competitive process
94	NAA, Inc. - 3905	Remediation of CC Windows	Planning	0	New FY20	-	-	- Selected by competitive process
95	NZI Construction Corp - 670	Concrete & street work	Public Works	0	10,363	159,362	35,951	290,045 Selected by competitive process
96	Sparks@Play -	Playground Equipment Installation	Public Works	New FY21	-	-	-	- Selected by competitive process
97	Verizon - 523801	Local phone service	All	42,728	48,916	33,677	23,290	12,482 Sole Provider
98	Galls Inc - 329	Uniforms and police equipment	Police	18,229	16,083	8,274	9,143	16,519 Sole Provider
99	Superior - Pentamation (was Sungard) - 1721	Financial system software maint	Finance	12,654	71,663	50,196	48,667	52,560 Sole Provider
100	Greenbelt Homes Inc - 363	Museum Co-op fees & Playground Maint	Admin	10,074	15,942	13,129	18,005	6,770 Sole Provider
101	Perconti Data Systems - 5396	Utopia System Upgrade & Maint	IT/Planning	9,995	14,495	13,495	5,995	5,995 Sole Provider
102	Rekor Recognition Systems - 3487 (was Brekford International - 4533)	Speed Cameras; Purchase and installation of Police Laptops	Police	211,520	239,500	260,400	245,000	272,480 Specialized Service
103	Prince George's County- 693, 694 & 739	Landfill disposal services & I-Net	PW & IT	123,822	134,310	112,270	105,865	155,104 Specialized Service
104	Jackson Lewis - 6613	Legal Services: CBA	Admin	59,581	310	47,747	20,507	0 Specialized Service
105	Granicus Inc - 4960	Video Streaming/Open Platform	Admin	30,950	25,518	36,606	9,489	9,489 Specialized Service
106	Municipal Emerg Sv Dep - 145 (was Lawmen Supply - 6505)	Simmunition Training, body armor, uniforms	Police	26,985	26,255	25,903	19,665	16,067 Specialized Service
107	Miles & Stockbridge - 3801	Legal services: Bond Counsel	Admin	24,500	25,220	33,668	9,846	0 Specialized Service
108	University of Maryland - 942, 4847	Police Academy, Election tabulation	Police & Admin	17,897	4,452	11,903	4,452	9,946 Specialized Service
109	Municap - 3493	TIF Administrator	Fin & Admin	17,463	8,206	New FY19	-	- Specialized Service
110	Overhead Door - 681	Bay Door Repairs	Public Works	16,646	2,085	1,324	7,828	9,253 Specialized Service
111	Innovative Pyrotechnic Concepts - 6595	Fireworks	Public Works	14,175	13,825	13,250	12,800	12,400 Specialized Service
112	Ely Inc - 4183	Museum services/Storage	Admin	10,670	New FY20	-	-	- Specialized Service
113	Community College of Baltimore County - 2106	Police academy	Police	10,443	0	2,020	3,528	New FY17 Specialized Service
114	Howard County - 2572	Redlight Camera	Police	9,515	10,718	10,254	10,302	9,068 Specialized Service
115	Vermont systems - 956	Rec Trac Upgrade, Training, Maint	IT	7,194	13,968	16,562	6,353	8,394 Specialized Service
116	AXON - 620	Body Cameras	Police	5,850	64,624	66,499	New FY18	- Specialized Service
117	Davenport & Co. LLC - 3061	Financial Consultant	Admin	0	18,119	New FY19	-	- Specialized Service
118	CTC Technology & Energy	Oversee Small Cell Applications	Admin	New FY21	-	-	-	- Specialized Service
119	Maryland State Retirement System 512806, 512807, 527301, & 527302	Retirement and pension plans	All	1,857,509	1,785,878	1,682,060	1,590,937	1,598,295 State Agency
120	Major Police Supply - 4188	Emergency equipment & installatioin on police vehicles	Police	162,120	141,446	31,409	78,250	68,202 State Contract
121	Verizon Wireless 1966	Police laptops & Cell Phones	All	39,250	43,152	41,239	41,764	43,901 State Contract

City of Greenbelt, Maryland
Recommended Vendors for Negotiated Purchase - FY 2021
Sorted by Justification for not Bidding

Vendor-Number	Commodity	Requesting Department	FY2020	FY2019	FY2018	FY2017	FY2016	Justification for not Bidding
122 Motorola - 6109	Radios & related service	Police	34,111	27,740	29,934	17,161	15,967	State Contract
123 D & D Tire - 3204	Auto & Truck Tires	Police	30,770	33,171	28,751	26,292	21,541	State Contract
124 AT&T Mobility (1027) - 220218	Cellular phone service	All	29,197	36,575	39,399	44,049	41,979	State Contract
125 Gun Shop, The 899	Firearms training, ammunition	Police	17,976	17,592	7,603	10,973	15,964	State Contract
126 Nicholas P Pipino & Assoc - 982	Audio Visual Maint Contract	Admin	6,374	4,945	143,484	New FY18	-	State Contract

City Council Agenda Item Report

Meeting Date: July 13, 2020

Submitted by: Terri Hruby

Submitting Department: Planning

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

Affordable Senior Housing at Holy Cross Lutheran Church

Suggested Action:

Reference:

Letter, C. Byrd, 06/26/2020

Greenbelt Letter of Support

The Holy Cross Lutheran Church located at 6905 Greenbelt Road, in conjunction with The Ingerman Group, a senior housing developer, is proposing a 60 unit affordable senior housing development on the Church property, to be known as Birchwood at Greenbelt. The affordable element of the housing, however, can only be available if the developer is awarded low income housing tax credits from the State of Maryland, and those credits are obtained through a competitive process. The City Council has received a request from Larry Taub, Attorney representing the development team, to provide a letter of support for its request for affordable tax credits for this project. It is anticipated that the State will be reviewing tax credit applications this summer.

The proposed housing will require District Council approval of a special exception, so the City will have an opportunity to review and comment upon the specific design plans for the project at the appropriate time.

Staff recommends City Council send a letter to the Honorable Kenneth C. Holt, Secretary of DHCD, in support of the issuance of tax credits to the Ingerman Group for this proposed affordable senior housing. A draft letter is provided for Council's consideration.

Attachments:

[Letter to Hon Colin A. Byrd - 06-26-20.pdf](#)

[Greenbelt Letter of Support.pdf](#)

O'Malley, Miles, Nylan & Gilmore, P.A.

Attorneys & Counselors at Law

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Greenbelt, MD 20770
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(301) 572-7900 • (301) 572-6655 (f)

Peter F. O'Malley
(1939-2011)

John R. Miles
(1935-2017)

Edward W. Nylan
(1922-2010)

John D. Gilmore, Jr.
(1921-1999)

William M. Shipp
Nancy L. Slepicka
Nathaniel A. Forman

Matthew D. Osnos
Lynn Loughlin Skerpon
Eddie L. Pounds

Lawrence N. Taub
Kate P. Pruitt

Leonard L. Lucchi
Stephanie P. Anderson

June 26, 2020

The Hon. Colin A. Byrd
Mayor, City of Greenbelt
25 Crescent Road
Greenbelt, MD 20770

Re: Proposed Affordable Senior Housing at Holy Cross Lutheran Church

Dear Mayor Byrd:

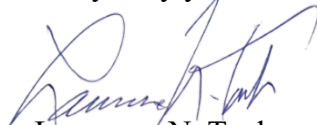
I represent the Holy Cross Lutheran Church ("Church"), which, as you know, has been located at 6905 Greenbelt Road for over 50 years. The Church is working with The Ingerman Group, a developer of affordable senior housing throughout the Mid-Atlantic region, including the State of Maryland, to develop an affordable senior housing project on a portion of the Church property. Within Prince George's County, the Ingerman Group has developed and operated the affordable senior housing development known as Birchwood at Newton Green, which has been in existence for over 10 years. My client believes there is a need for quality affordable senior housing in the Greenbelt community, and is seeking to help address that need. The development proposal would include 60 apartment homes in a secure building within the wooded setting on the Church's property, which, as you know, has convenient access to retail uses, commercial offices, and medical services. The apartments are proposed to be fully accessible, and the building will include full-time property management, as well as a variety of social, recreational and wellness programs.

Since this is proposed as an affordable senior community, however, this will only be possible if the developer (Ingerman) receives certain tax credits from the State of Maryland, in particular the Maryland Department of Housing & Community Development ("DHCD"). As you may know, the issuance of tax credits by the State for this purpose is competitive, and support from the City of Greenbelt will be critically important to the ability of Ingerman to obtain those required tax credits. For this reason, we are respectfully requesting that the City of Greenbelt send a letter to the Hon. Kenneth C. Holt, Secretary of DHCD, in support of the issuance of tax credits to the Ingerman Group for this proposed affordable senior housing at this location, which would be known as Birchwood at Greenbelt. Since the decision regarding the issuance of tax credits for this purpose will be considered this Summer, we would greatly appreciate it if this request could be considered by the City Council as soon as possible.

The Hon. Colin Byrd
Mayor, City of Greenbelt
June 26, 2020
Page 2

I would also note that from a local land use perspective, the proposed housing will require District Council approval of a special exception, so the City and its citizens will have ample opportunity to review and comment upon the specific design plans for this housing. Thank you for your kind attention to this matter. If you have any questions, or require any additional information, please let me know. We look forward to your response. With best regards, I remain

Very truly yours,



Lawrence N. Taub

cc: Ms. Nicole Ard
City Manager
City of Greenbelt

Ms. Terri Hruby
Director of Planning and Community Development
City of Greenbelt

Ms. Charisse Liggins
Economic Development Coordinator
City of Greenbelt

Pastor Stephen Mentz
Mr. Jeff Burt
Holy Cross Lutheran Church

Mr. David Holden
The Ingerman Group

July 13, 2020

The Honorable Kenneth C. Holt
Office of the Secretary
Department of Housing and Community Development
7800 Harkins Road
Lanham, MD 20706

RE: Letter of Support for Birchwood at Greenbelt
Low Income Housing Tax Credit Application
6905 Greenbelt Road, Greenbelt, MD

Dear Secretary Holt:

We are pleased to submit this letter of support for the application for Low Income Housing Tax Credits for Birchwood at Greenbelt.

Birchwood at Greenbelt represents an opportunity to address the critical need for quality, affordable senior housing in the Greenbelt community. Thanks to the inspiration of Holy Cross Lutheran Church, this unique proposal came to life. The development will include 60 apartment homes in a secure building located in a wooded setting convenient to retail and commercial services. The apartments will be fully accessible. The building will include full-time property management, as well as a variety of social, recreational and wellness programs. Residents will have access to both indoor and outdoor spaces for these activities.

Many seniors wish to remain in the communities where they pursued their careers and/or raised their families. Unfortunately, the financial or physical requirements of the available housing in our communities eliminate this option. Birchwood at Greenbelt will provide an alternative for low-and moderate-income seniors to remain in the Greenbelt community.

We look forward to your favorable review of this application and creation of this senior housing project which will be an enduring asset for Greenbelt.

Sincerely,

Colin A. Byrd
Mayor

Emmett V. Jordan
Council Member

Judith F. Davis
Council Member

Leta M. Mach
Council Member

Silke I. Pope
Council Member

Edward V.J. Putens
Council Member

Rodney M. Roberts
Council Member

cc: City Council
 Senator Ben Cardin
 Senator Chris Van Hollen
 Majority Leader Steny Hoyer
 Senator Paul Pinsky
 Delegate Anne Healey
 Delegate Alonzo Washington
 Delegate Nicole Williams
 Council Chair Todd Turner
 Nicole Ard, City Manager
 Terri Hruby, Director of Planning & Community Development

City Council Agenda Item Report

Meeting Date: July 13, 2020

Submitted by: David Moran

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

Collective Bargaining Agreement - Greenbelt Police Department

Suggested Action:

Reference: Collective Bargaining Agreement (Sent to Council via email, 06/30/2020)

On June 30, 2020, Council received the proposed one year draft collective bargaining agreement (CBA) with Fraternal Order of Police Lodge No. 32 (FOP) to take effect July 1, 2020. The agreement is the result of negotiations conducted over the last several months. It has been submitted for Council consideration and approval.

Council approval is sought.

Attachments:

[Proposed 1 year 07.01.20-06.30.21 CBA ratified by the Union.pdf](#)

**AGREEMENT
BETWEEN**

**THE CITY
OF GREENBELT
AND**

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

**EFFECTIVE:
July 1, 2020 – June 30, 2021**

PREAMBLE

This AGREEMENT, made this _____ 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, 2020.

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 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 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

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) During this Agreement, 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 . Any changes to said Shift Plan shall be agreed upon by both parties prior to implementation.

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. 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 (July 1, 2017) through 2020 (June 30, 2020) are as provided in Exhibit A. The salary scale effective July 1, 2017 contains an increase to all pay grades and steps and will increase 5%. 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 commencing July 1, 2020, the City will not provide annual step increments.

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 provide annual cost of living adjustment.

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 at the rate of Five Dollars (\$ 5.00) per day that the Employee is actually on call.

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 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 annually to Employees assigned to the position of K-9 Trainer.
 2. \$500.00 annually to Employees assigned as Hostage Negotiators and Employees assigned to Emergency Response Unit.
 3. \$500.00 annually to Employees assigned as Drug Recognition Experts (DRE's).
 4. \$500.00 annually to Employees assigned to the Department's Honor Guard.
 5. \$500.00 annually to Employees assigned as Intoximeter Operators.
 6. \$500.00 annually to Employees assigned to the Collision Analysts Unit.
 7. \$500.00 annually to Employees assigned as Commercial Motor Vehicle Inspectors.
 8. \$500.00 annually to Employees assigned to the Homeland Security Coordination Unit.
 9. \$500.00 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 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 annually to Employees assigned to the Patrol Division who are assigned and certified as Evidence Technicians.
 13. \$500.00 annually to Employees assigned as Fitness Instructors.
 14. \$500.00 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 \$1500.00 annually. 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 \$500.00.

Example: The Department issues 61 awards of \$500.00 to eligible employees for their first and second specialty duties. This equates to \$30,500.00 of the funding available for this benefit. If eight employees are eligible for a third award from the remaining \$2,500.00, the amount is derived by dividing 8 into the remaining funds equating to a value of \$312.50. Thus, employees eligible under this scenario for three awards would receive \$1,312.50.
 - (d) The Chief may, at his discretion, create additional Specialty Pay categories at \$500.00.
 - (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 rd Monday in January	Martin Luther King, Jr.'s Birthday
3 rd Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
1 st Monday in September	Labor Day
November 11	Veteran's Day
4 th Thursday in November & 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 13.5. – 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 13.6. – 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 undergraduate credit hours per year.

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.

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 and remain in full force and effective until June 30, 2021.
- (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.

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

TEAM MEMBER

4847-2966-2401, v. 2

City Council Agenda Item Report

Meeting Date: July 13, 2020

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

Election Day as City Holiday

Suggested Action:

Mayor Byrd requested that this item be included on the agenda. The motion would be to have the City Solicitor draft an amendment to Section 13-141 of the City Code to add (city, county, state, and federal) election days to the list of paid holidays for City workers.

Attachments:

City Council Agenda Item Report

Meeting Date: July 13, 2020

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

Council Rules

Suggested Action:

Mr. Jordan requested that this item be included on the agenda.

Attachments:

City Council Agenda Item Report

Meeting Date: July 13, 2020

Submitted by: Greg Varda

Submitting Department: Recreation

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

Proposal to Allow Moonlit Movies

Suggested Action:

Reference: Outdoor Movie Safety Plan and Protocols

Staff from the Recreation Department and the Old Greenbelt Theatre have been coordinating the safe return of Moonlit Movies. The current Executive Order from Prince George's County Executive Alsobrooks states:

Unless specifically otherwise stated in this Executive Order, social, community, spiritual, religious, recreational, leisure, and sporting gatherings and events ("large gatherings and events") are limited to one person/family unit per 200 square feet, or a maximum of 100 persons—whichever is lower- at all locations and venues, including but not limited to parades, festivals, conventions, and fundraisers. Planned larger gatherings and events must be canceled or postponed. CDC and MDH social distancing protocols must be followed.

Following this order, it is recommended that Moonlit Movies be allowed to be held on Braden Field #2 (field closest to the Youth Center) with the following safety precautions: see attached

Further, Friends of the Greenbelt Theatre (FOGT) is proposing the following:

- FOGT will sell admission to the circles for \$25 and cap each circle at 6 participants. These will be sold as online only to maintain contactless transactions. Upon arrival, 6ft socially-distanced spots leading up to the entrance will ensure safe entry. Staff will usher participants to an available circle. Once in their circle, participants may remove their masks.
- FOGT will also be offering contactless pickup of concessions from the theater prior to the movie. Patrons will be able to order and pay for their snacks in advance and collect them on the way to the Moonlit Movie. This will ensure contactless payment and pickup and remove any need for having concessions on site.

Greg Varda, Recreation Director and Caitlin McGrath, Executive Director of the OGT will be present to discuss.

Attachments:

Outdoor Movie Safety Plan and Protocols

Set-up:

- Braden Field #2, screen at second base, 8 ft circles, 10 ft apart in the outfield,
- Audience capped at 100.
- Entrance at home plate, all other openings in fences roped off, gates closed.
- Selected movies will be 90 minutes or less.

Policies before arrival:

- Tickets bought online, concessions ordered in advance and collected from the theater
- Attendees will be encouraged to use the bathroom before leaving home. However, bathrooms will be available for use in the YC.
- No more than 6 people per circle

Arrival:

- Check-in with staff members behind home plate
- Social distancing will be maintained throughout the check-in procedure, contactless confirmation
- Ushers will direct patrons to their circle
- Masks to be worn until safely seated in their circle
- Guests will be reminded of the exiting procedure (see below)

During the movie:

- Guests need to stay seated in their circles during the show
- Masks may be removed to eat, but - if necessary to leave their circle - must be worn at any other time
- Selected lights on Braden field will remain lit

After the movie:

- All lights will come on
- Guests will be instructed to keep to their spots until dismissed
- Guests will be dismissed by ushers slowly to ensure social distancing
- Staff will collect all trash and recycling

City Council Agenda Item Report

Meeting Date: July 13, 2020

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

* Homeowner and Condominium Associations Relief Letter

Suggested Action:

Reference: Draft Letter on Fee Deferrals and Payment Plans for HOAs and COAs

At the last meeting, Council unanimously voted 7-0 to send a letter to Homeowner and Condominium Association(s) regarding deferral and payment plans.

Included in the Council packet is the draft letter submitted for review on July 3, 2020.

Council approval is sought.

Attachments:

[HOA_COA Letter.062320.pdf](#)

June 23, 2020

Name of Community Property
Name of Community Association
Name of Property Manager
Address
Greenbelt, MD 20770

Dear Property Manager:

With hundreds of thousands of Marylanders out of work because of the COVID-19 pandemic, many families are understandably finding it hard to pay community association assessments. Governor Hogan issued an emergency order that prohibits Maryland courts from ordering the eviction of any property owner who can show that their failure to pay was the result of COVID-19. As Maryland reopens, many will lose unemployment payments as they regain the ability to work without actually being able to return to full employment. During this continued State of Emergency and beyond, the City Council urges that you consider the following proposals to ensure an equitable transition for community association members:

1. Charge no interest, late fees or penalties until January 2021.
2. Arrange payment plans with community association members, allowing up to three (3) years to pay fees owed.
3. Freeze community association dues/fees increase from the start of the COVID-19 emergency until January 2021.
4. Suspend all notice of intent to foreclosure due to late or non-payment of community association dues/fees for the remainder of 2020.

Thank you for your timely consideration on this urgent matter.

Sincerely,

Colin A. Byrd, Mayor

Emmett V. Jordan, Mayor Pro Tem

Judith F. Davis, Member of Council

Leta M. Mach, Member of Council

Silke I. Pope, Member of Council

Edward V. J. Putens, Member of Council

Rodney M. Roberts, Member of Council

cc: City Council
Nicole Ard, City Manager

DRAFT

City Council Agenda Item Report

Meeting Date: July 13, 2020

Submitted by: Bonita Anderson

Submitting Department: Recreation

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

* Renewal of Greenbelt Nursery School Lease Agreement

Suggested Action:

Reference: Greenbelt Nursery School Lease Agreement

The City leases use of Space at the Greenbelt Community Center to a number of tenants. The lease the City holds with the Greenbelt Nursery School, Inc., shall be for five years, commencing on August 15, 2020, and terminating on August 15, 2025.

Included in Council's packet is a copy of the Lease Agreement for review. The Lease Agreement was reviewed by the City Solicitor. It is recommended the lease agreement be approved.

Approval of this item on the consent agenda will indicate Council's approval of the lease agreement.

Attachments:

[GNS Lease 2020 - final.pdf](#)

Greenbelt Recreation Department
City of Greenbelt, Maryland

GREENBELT COMMUNITY CENTER

FACILITY LEASE

THIS LEASE, is made and executed this 15th day of August, 2020, by and between the City of Greenbelt, Maryland, hereinafter referred to as the “Landlord”, and the Greenbelt Nursery School, Inc., a Maryland corporation, hereinafter referred to as “Tenant”.

WITNESSETH, that for and in consideration of the rents, covenants and agreements herein contained, the parties hereto mutually agree as follows:

1. DESCRIPTION OF PREMISES

Subject to Tenant obtaining all requisite permits and licenses, the Landlord agrees to and does hereby lease to the Tenant, and the Tenant agrees to and does hereby lease from the Landlord, subject to the terms and condition of this Lease, the premises contained in the Greenbelt Community Center, 15 Crescent Road, Greenbelt, Maryland, 20770, and described as the “nursery school space” including rooms 11, 13, 15, 17, together with all storage rooms and bathrooms within rooms 11, 13, 15, 17; all of which are hereinafter referred to as the “Premises”, as outlined on Exhibit “A” attached hereto and made a part hereof.

Tenant will be entitled to the non-exclusive use of the common areas of the building known as the Greenbelt Community Center to access the Premises, subject to the Landlord’s rules and regulations regarding such use.

2. LEASE TERM

The term of this Lease shall be for five years, commencing at 12:00 a.m. on August 15, 2020, and terminating at 11:59 p.m. on August 15, 2025 (the “Term”). The Lease shall entitle Tenant use of the Premises for ten (10) months per year for each year of the Term, with the Landlord’s Recreation Department having use of the Premises, excluding room 15, from approximately June 15 to August 15 each year. Tenant shall have exclusive use of room 15 during the entire Term.

3. POSSESSION

(a) Landlord hereby agrees to give possession of the Premises to Tenant on August 15, 2020. If Landlord shall be unable to tender possession on August 15, 2020, for any reason, rent shall not commence until possession of the Premises is tendered to Tenant. No failure by Landlord to give possession on August 15, 2020, shall in any way affect the validity of this Lease or the obligation of the Tenant hereunder, nor shall it be construed to extend or reduce the Lease Term unless agreed upon in writing by Landlord and Tenant.

(b) Landlord and Tenant agree that Tenant shall have the sole and exclusive use of the playground area which adjoins the Premises on the days and at the times set forth herein below. Such use shall be exclusive to Tenant during Tenant's normal operating hours (Monday – Friday 7:30am-6:00pm) and at such other times as are agreed upon between Landlord and Tenant. At all other times, Tenant may utilize the playground in conjunction with the public. However, the Mom's Morning Out program (City of Greenbelt Preschool Program) may utilize the playground in conjunction with Tenant at any time so long as such use is coordinated with Tenant. During the periods of time Tenant is not operating, the playground shall come under the sole supervision of Landlord's Department of Recreation and shall be utilized appropriately. Tenant shall have exclusive use of the sandbox and storage shed located in the playground.

(c) Tenant shall have the right to maintain its school equipment (including but not limited to chairs, desks, tables, books, games and the like) on the Premises at all times (including the times that the Landlord's Recreation Department utilizes a portion of the Premises).

(d) It is understood and agreed that the Tenant's ability to use the Premises is contingent upon its obtaining all of the certificates, permits, and other approvals that may be required by any Federal, State, County, Maryland-National Capital Park and Planning Commission, or local authorities which will authorize the Tenant's use of the Premises as set forth above. Landlord shall cooperate with the Tenant in its effort to obtain such approvals so long as the approvals are consistent with this Lease. In the event that any of such applications should be finally rejected, so the Tenant will be unable to use the Premises for its intended purposes, the Tenant shall have the right to terminate this Lease. In the event that the Tenant is unable to obtain all permits, licenses and approvals required to use the Premises for its stated use, the Landlord shall have no liability to the Tenant for any loss, damages or fees incurred by the Tenant in pursuing same or for the termination of this Lease. Notice of the Tenant's exercise of its right to terminate shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective upon the receipt of such notice by the Landlord. All rentals paid to said termination date shall be retained by the Landlord. Upon such termination, this Lease shall become null and void and the parties shall have no further obligations including the payment of money, to each other except as otherwise expressly provided in this Lease.

(e) Tenant shall abide by all applicable City, Prince George's County, State and Federal laws and regulations, including those that limit the number of people who can occupy the Premise.

4. RENT

Tenant hereby covenants and agrees to pay during the Term hereof an annual rent in the amount of Twenty Nine Thousand One Hundred Seventy and 30/100 Dollars (\$29,170.30), payable, in advance, in ten (10) equal monthly installments of Two Thousand Nine Hundred Seventeen and 03/100 Dollars (\$2,917.03), beginning on the 1st day of September, 2020, and continuing on the 1st day of each ensuing month, from September through June, through June 2025. The rent due hereunder shall increase yearly by an amount equal to the increase in the previous year's Consumer Price Index rate for the Washington Metropolitan Area.

All payments called for as rent or additional rent herein shall be subject to a 10% late penalty charge, at Landlord's discretion, if not paid within 5 days of the due date. Such penalty charge shall be considered additional rent hereunder.

Rental payments shall be made payable to the City of Greenbelt, at 15 Crescent Road, Greenbelt, Maryland 20770.

5. SECURITY DEPOSIT

Tenant hereby agrees that Landlord will hold a previously-paid one month security deposit in the amount of \$2,074.46 through the term of the Lease.

6. UTILITIES

The Landlord shall pay, or cause to be paid, all charges for water, sewer, gas, electricity, light, heat and power for the Premises. The Landlord shall supply reasonable heat and air conditioning for the Premises. The Landlord shall approve any piece of equipment not generally utilized by a nursery school or related school activity. If any proposed equipment will cause Tenant to utilize a greater than normal demand (for nursery school or related school uses) on a particular utility, Tenant shall pay as additional rent, a charge equal to such additional demands. If Tenant refuses to pay such, equipment will not be approved by Landlord. The Tenant agrees to pay, or cause to be paid, all charges attributable to the Premises for telephone installation and monthly fees and maintenance associated therewith, cable television, and any other utilities it uses that are not payable by the Landlord and listed hereinabove.

Air conditioning will be operational on or about May 1 of each year, and heat will be operational on or about October 1 of each year. These dates may be adjusted according to environmental conditions at the sole discretion of the Landlord.

7. TRASH AND RECYCLING

The Landlord will provide trash and recycling disposal in the designated pick up area. The Tenant is required to transport trash and recycling to the assigned disposal area. Trash and recycling is to remain in appropriate containers at all times.

8. USES

(a) Tenant agrees continuously to use and occupy the Premises as a nursery school with extended care and enrichment programs and school related activities as are normal to such use. Tenant covenants to comply with the provisions of all recorded covenants, conditions and restrictions and all building, zoning, fire and other governmental laws, ordinances, regulations, or rules applicable to the Premises and all requirements of the carriers of insurance covering the Building or the land on which the Building is located over which Tenant has control or for which Tenant has responsibility. Tenant shall not do or permit anything to be done in or about the Premises, or bring or keep anything in the Premises that may increase the fire and extended coverage insurance premium upon the Building; that may injure the Building; may constitute

water damage, or be a nuisance, public or private or menace to tenants of adjoining premises or anyone else.

(b) Tenant will not use or permit the Premises or any part thereof to be used for any disorderly, unlawful or extra hazardous purpose and will not manufacture any commodity therein, without the prior written consent of the Landlord. Tenant will not use or permit the Premises to be used for any purpose that interferes with the use and enjoyment by other tenants of the Building or which, in Landlord's sole discretion, impairs the reputation of the Building of which the Premises are a part. Tenant shall refrain from and discontinue such use immediately upon receipt of written notice from Landlord.

(c) By taking possession hereunder, Tenant acknowledges that it has examined the Premises and accepts the same on their as-is condition as of the date of this Lease. In the event that improvements to the Premises are required to satisfy a requirement of the Maryland State Department of Education (MSDE), in such event the Tenant shall be responsible for making such improvement, however, Tenant must first obtain the prior written approval of Landlord to make such improvement. The Landlord will be responsible for improvements as relating to Landlord owned equipment.

(d) Tenant covenants, represents and warrants to Landlord that in or on the Premises: (i) no pollutants or other toxic or hazardous substances, including any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) shall be discharged, dispersed, released, stored, treated, generated, disposed of, or allowed to escape the Premises by Tenant or anyone under Tenant control; (ii) no asbestos or asbestos-containing materials will be installed, used, incorporated into, or disposed of on the Premises by Tenant or anyone under Tenant control; (iii) Tenant's operations at the Premises at all times shall be in compliance with all applicable federal, state and local statutes, laws and regulations. Notwithstanding the above, Tenant shall not be responsible for any actions of Landlord, other tenants or anyone not under Tenant's direction and control whose actions may cause Tenant's operations to be in violation of this paragraph; and (iv) no notice has been served on Tenant, from any entity, governmental body, or individual claiming any violation of any law regulation, ordinance or code, or requiring compliance with any law regulation, ordinance or code, or demanding payment of contribution for damage or injury to natural resources. In the event of any breach of any of the foregoing covenants, representations or warranties: (i) Tenant shall promptly notify Landlord; (ii) Tenant agrees to indemnify and defend Landlord; and (iii) at the option of Landlord, Tenant shall continue to pay Rent, Additional Rent and all other amounts payable hereunder and the Lease Term shall be extended until Tenant cleans up the Premises so that they are in compliance with all applicable federal, state and local statutes, laws, rules and regulations and are otherwise in the condition as represented and warranted by Tenant on the date hereof. Landlord agrees that during the term of this Lease and so long as Tenant is not in default hereunder, it shall comply with lead and asbestos abatement laws and ordinances (Federal, State and local) in the premises which are the subject of this Lease. Landlord shall supply copies of lead and asbestos certificates certifying compliance with lead and asbestos removal at the time of possession of the premises by Tenant or at such later time as requested by Tenant.

9. COMPLIANCE WITH APPLICABLE LAWS

Compliance by Tenant. Notwithstanding anything in this Lease to the contrary, Tenant shall, at its sole cost and expense, cause all nonstructural portions of the Premises, as well as all repairs and alterations (whether structural or nonstructural) made by Tenant to the Premises after taking possession, to comply with all laws, ordinances, orders, rules, regulations, codes, and requirements (including without limitation, the Americans with Disabilities Act and all regulations promulgated there under, and Building Code—making buildings usable by handicapped persons, and all regulations promulgated there under), whether now or hereafter enacted, by any federal, state, or local governmental department, board, commission, office, or any other body or bodies exercising jurisdiction (collectively, “Applicable Laws”).

Compliance by Landlord. Anything in this Lease to the contrary notwithstanding, Landlord shall cause: (i) the Land; (ii) the structural portions of the Building (including the structural portions of the Premises and the premises of other tenants of the Building, but excluding the structural portions of the Premises for which Tenant is responsible pursuant to Paragraph 8A above); (iii) all nonstructural portions of the Building (excluding the nonstructural portions of the Premises and the premise of other tenants of the Building); (iv) all means of access from the Land to the building and all means of passage within the Building (excluding the means of passage inside the Premises, means of passage inside other tenant’s premises, entrances to the Premises, and entrances to the premises of other tenants of the Building) to comply with Applicable Law.

10. ACCESS TO PREMISES

The Premises are located within the Greenbelt Community Center, sometimes referred to herein as the Building. The Tenant shall have direct access to the Premises from an outside entrance. The Tenant shall also have access by means of the common areas, along with other Tenants in the Community Center, when these areas are open.

11. INSURANCE

Tenant shall at its own expense, procure and maintain throughout the term of this Lease:

(1) Comprehensive Public Liability Insurance with deductible in amounts reasonably approved by Landlord, insuring Tenant’s activities, with respect to the Premises, against loss, damage, or liability for personal injury or death, damage to property or commercial loss occurring on or about the Premises, in amounts no less than:

- (a) \$1,000,000 with respect to personal injury or death to any one person;
- (b) \$2,000,000 with respect to personal injury or death arising out of any one occurrence;
- (c) \$100,000 with respect to property damage arising out of any one occurrence;
- (d) \$2,000,000 with respect to molestation coverage arising out of any one occurrence.

(2) Workmen's Compensation Insurance in at least the statutory amounts with respect to any work or other operation in or about the Premises for/by employees of Tenant.

Landlord shall be named as additional insured under such insurance and such insurance shall be primary and non-contributing with any insurance carried by the Landlord. The liability insurance policy shall contain endorsements requiring forty-five (45) days' notice to Landlord prior to any cancellation or any reduction in amount of coverage. Tenant shall deliver to Landlord as a condition precedent to its taking occupancy of the Premises (but not to its obligation to pay Rent) a certificate or certificates evidencing such insurance. Tenant and Landlord mutually agree to waive all claims against the other for injury to either, their agents, employees or invitees, to the extent not covered by insurance required hereunder and by third persons in or about the Premises from any cause arising at any time except the gross negligence or willful misconduct of either party, its agent or employees.

Tenant shall indemnify and defend Landlord and hold Landlord harmless from and against any and all injury, loss, damages, lawsuits, actions, causes of actions, judgments, claims and expenses (including reasonable attorney's fees and costs, whether or not suit is actually brought) of every nature whatsoever arising from or in any way related to Tenant's business therein, the making by Tenant of any improvements thereto or any activity, work or thing done, permitted or suffered by Tenant in or about the Premises, the Building or the parking areas, and shall further indemnify and defend Landlord and hold Landlord harmless from and against any and all injury, loss, damage, lawsuits actions, causes of actions, judgments, claims and expenses (including reasonable attorney's fees and costs, whether or not suit is actually brought) of every nature whatsoever arising from or related to any breach or Default in the performance of any of Tenant's obligations under this Lease, arising from any act, neglect, fault or omission of Tenant, or of its agents, employees, invitees or licensees (collectively "Tenant's Invitees").

All personal property of Tenant in the Premises or in the Building shall be at the sole risk of Tenant except for the time that Landlord's Department of Recreation is in possession of a portion of the Premises. Landlord shall not be liable for any damage thereto or for the theft or misappropriation thereof, unless such damage, theft or misappropriation is directly attributable to the negligence or misconduct of Landlord, its agents or employees, and is not covered by insurance required hereunder.

12. REPAIRS AND MAINTENANCES

Subject to Landlord's duty to provide certain services pursuant to the Lease, Tenant agrees to maintain the Premises in a neat, clean and sanitary condition, to paint the premises as necessary and to repair any damage to the premises caused by Tenant or Tenant's agents or invitees. If Tenant fails to maintain or keep the Premises in good repair and such failures continue for five (5) days after written notice thereof from Landlord, Landlord may perform any such required maintenance and repairs and the cost thereof shall be Additional Rent payable by Tenant within ten (10) days of notice by Landlord to Tenant that such Additional Rent is due and payable.

Landlord agrees to maintain City owned furnishings, trade fixtures and equipment within the Premises (toilets, sinks, piping, ceiling tiles, etc.), so long as not damaged due to negligence by the Tenant. All maintenance requests must be made in writing within seventy-two (72) hours of notice of problem to Landlord. Required maintenance or repairs will be made within a reasonable time frame.

The Landlord at its expense, shall make all repairs, and perform all maintenance, in and to the common areas in the Community Center, and all appurtenant sidewalks, private roadways and parking lots, in order to keep the Premises in good order and repair, and in compliance with applicable City codes. Repair of conditions which could force closure of the Tenant or endanger participants shall be made on a priority basis. Maintenance of the appurtenant areas shall include removal of snow and ice from the said sidewalks, roadways and parking lots as promptly as possible based on conditions.

Tenant shall pay one hundred (100%) percent of the cost (approximately \$300) for chemicals supplied by the Landlord to have the floors maintained twice a year. In the case of a cost increase, Landlord will notify the Tenant in writing by February of the service year. The Landlord will provide the labor to maintain the floor twice a year at no cost to the Tenant.

The Tenant will allow the Landlord access to the Premises at any and all reasonable times for the purposes of inspection and making any repairs hereunder without notice to Tenant.

13. REQUIRED DOCUMENTATION

Tenant will provide Landlord a copy of their MSDE license, upon request.

Tenant will provide Landlord a copy of inspection reports which would have an adverse effect on the Maryland State Department of Education Office of Child Care Program license within 48 hours of inspection.

Tenant will provide a roster of personnel with their job titles and copies of job descriptions for all employees who work at the Premises. This information must be kept current throughout the duration of this Lease, upon request.

Tenant will provide information for the Landlord to access a copy of their Independent Public Accountants Report, upon request.

14. TENANT'S PROPERTY

(a) Furnishings, trade fixtures and equipment installed by Tenant shall be the property of Tenant. On termination of this Lease, Tenant may remove any such property and shall remove any such property if directed by Landlord. Tenant shall repair the Premises in accordance with Tenant's responsibility in Paragraph 12, ordinary wear and tear, excepted, or reimburse Landlord for the cost of so repairing the Premises. If Tenant fails to remove such property as required under this Lease, Landlord may do so and Landlord shall not be liable for any loss or damage to the property of Tenant which may occur during Landlord's removal thereof.

(b) Tenant shall be liable for, and shall pay at least ten (10) days before delinquency all taxes levied against any personal property or trade fixtures placed by Tenant in or about the Premises or elsewhere in the Building. If any such taxes on Tenant's personal property or trade fixtures are levied against Landlord or Landlord's property, or if the assessed value of the Premises, the Building and/or the Land is increased by the inclusion therein of a value placed upon such personal property or trade fixtures of Tenant, and if Landlord after written notice to Tenant pays the taxes based upon such increased assessments (which Landlord shall have the right to do regardless of the validity thereof, but under protest if requested by Tenant), Tenant shall upon demand repay to Landlord a sum equal to the taxes levied against Landlord or the portion of such taxes resulting from such increase in the assessment, provided that in any such event Tenant shall have the right, at Tenant's sole cost and expense, to bring suit to recover the amount of any such taxes so paid under protest and any amount so recovered shall belong to Tenant. Such payment shall be considered Additional Rent hereunder.

15. IMPROVEMENTS AND ALTERATIONS BY TENANT

Without Landlord's prior written approval, which shall not be unreasonably withheld, Tenant may not make any improvements or alterations to the Premises. The above shall not apply to currently existing shed as it now stands but shall apply to future improvements or alterations to such shed. Any such improvements or alterations by Tenant shall be done, at Tenant's expense, in compliance with building code and local ordinances and in conformity with plans and specifications approved by Landlord. If improvements are required by any law or ordinance, Tenant shall notify Landlord of such requirement and no written approval shall be necessary. If requested by Landlord, Tenant will post a bond or other security satisfactory to Landlord to protect Landlord against liens arising from work performed for Tenant. All work performed shall be done in a good and workmanlike manner and with materials (where not specifically described in the specifications) of the quality and appearance comparable to those in the Building. Such improvements or alterations shall become the property of the Landlord so long as they are fixtures. Tenant hereby agrees to indemnify and hold Landlord harmless, and shall defend Landlord, from and against any and all loss liability, cost, damage, expense, claims and judgments, including any related attorney's fees incurred by Landlord and any mechanics' liens encumbering the Premises by reason of the performance of work on the Premises at any time by Tenant or Tenant's agents, employees or other person designated by Tenant. Tenant represents and warrants that Tenant and Tenant's agents and contractors will maintain comprehensive general liability insurance to cover Tenant's indemnification in this Paragraph. The comprehensive general liability insurance for Tenant or Tenant's agent or employee shall be written on an occurrence basis with liability of not less than \$1,000,000 per occurrence. Tenant shall notify third parties: (i) to maintain liability insurance covering their actions and the actions of their employees or agents; and (ii) that any work performed at the request of Tenant relating to the Premises shall not be regarded as work performed for the owner of the Premises and shall not entitle the person performing such work to place any mechanics' liens on the Premises to create any other rights for such third parties against Landlord.

16. CASUALTY

If the Premises or the Building are destroyed or damaged by fire, earthquake or other casualty to the extent that Landlord determines that they are untenantable in whole or in part, then Landlord may, at the Landlord's option, proceed with reasonable diligence to rebuild and restore the Premises or such part thereof as may be destroyed or damaged, provided that within thirty (30) days after such damage or destruction Landlord shall in writing notify Tenant of Landlord's intention to do so, and during the period of such rebuilding and restoration, the Rent shall be abated in the same ratio as the square footage in the portion of the Premises that is untenantable bears to the entire Premises so long as Tenant can continue to operate. If Tenant is forced by such casualty to reduce its operations, rent shall be abated proportionally. If there is a total casualty (greater than one-third (1/3) of the usable areas – excluding storage space) and Landlord cannot provide suitable alternative space, Tenant shall have the right to terminate this Lease within 30 days' notice. If Landlord shall reasonably determine that such destruction or damage cannot be repaired within sixty days from the date of notice, it shall so notify Tenant within thirty (30) days. In such event, either Landlord or Tenant may within twenty (20) days after such notice, terminate this Lease. If neither party terminates the Lease during the twenty (20) day period, this Lease shall remain in effect and Landlord shall diligently proceed to repair or reconstruct the Premises and Rent shall abate as set for the above.

17. SUBLETTING AND ASSIGNMENT

No subletting assignment (including assignment by the operation of law) shall be effective without the written consent of the Landlord. Failure to obtain prior written approval of any assignment or subletting shall automatically void this Lease and Tenant shall surrender the premises within ten (10) days of written notice from Landlord. If Tenant fails to surrender the premises, Landlord, after the expiration of the ten (10) day period, may retake possession of the premises without any requirement of obtaining any court or other order to do so and Tenant waives any rights it may have to object to Landlord retaking the premises.

18. LIENS AND INSOLVENCY

Tenant shall keep the Premises, the Building and the Land free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. If at any time a lien or encumbrance is filed or recorded against the Premises, the Building or the Land as a result of the Tenant's failure to satisfy same, Tenant shall promptly discharge said lien or encumbrance, and if lien or encumbrance has not been removed within thirty (30) days from the date it is filed or recorded against the Premises, the Building or the Land, Tenant agrees it will deposit with Landlord in cash an amount equal to one hundred percent (100%) of the amount of the lien of the person or concern filing the lien and shall have the same on deposit with Landlord until said lien is discharged. In the event Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business or property of the Tenant then the Landlord shall have the right and option to terminate this Lease at any time by notice to Tenant.

19. CONDEMNATION

If the whole or any part of the Premises shall be taken under power of eminent domain or like power, or sold under imminent threat thereof to any public authority or private entity having such power, this Lease shall terminate as to the part of the Premises so taken or sold, effective as of the date possession is required to be delivered to such authority or entity. If more than 33 1/3% of the Premises are taken, Tenant shall have the right to terminate this Lease upon 30 days' notice. Rent for the Remaining Lease term shall be reduced in the proportion that the total square footage of the Premises that is so taken bears to the remainder of the Premises that is not taken so long as Tenant can continue to operate. If a partial taking or sale: (i) reduces the area of the Premises resulting in the inability of the Tenant to use the Premises for Tenant's business purposes; or (ii) renders the Building commercially not viable to Landlord (in each case as determined by Landlord in its sole but reasonable judgment), Tenant in the case of: (i) and Landlord in the case of; (ii) may terminate this Lease by notice to the other party within thirty (30) days after the terminating party receives a written notice of the portion to be taken or sold, to be effective one hundred-eighty (180) days thereafter or when the portion is taken or sold, whichever is sooner. Tenant shall have no claim against Landlord or the condemning authority for any portion of the amount of the condemnation award or settlement that may be claimed as damages by Tenant as a result of such condemnation awards and similar payment shall be paid and belong to Landlord. Notwithstanding the foregoing, Tenant may make a separate claim against the condemning authority for a separate award or payment for the value of Tenant's trade fixtures and for relocation costs, provided such awards do not reduce Landlord's award.

20. PARKING AND DROP-OFF SPACES

The Landlord shall provide a driveway for drop-off and appropriate parking spaces for use by the Tenant. The Tenant agrees to comply with City parking and drop-off regulations.

21. LOCKS AND KEYS

No additional locks shall be placed upon any doors or windows of the Premises without the written permission of the Landlord. Upon the Termination of the Lease, the Tenant shall surrender to the Landlord all keys to the premises. Each assignee or employee of the Tenant agrees to sign a Facility Key Agreement prior to being issued facility keys. All duplicate keys are to be requested through the Landlord.

22. REMOVAL OF PROPERTY

(a) If upon default by Tenant or termination of this Lease, Landlord shall enter or take possession of the Premises, Landlord shall have the right, but not the obligation, to remove from the Premises all personal property located therein, and to store such property in any place selected by the Landlord, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without notice to Tenant, after it

has been stored for a period of thirty (30) days or more. Before Landlord removes any personal property, it shall notify Tenant and allow Tenant fifteen (15) days to remove any and all personal property. The proceeds of such sale shall be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Tenant to Landlord under any of the terms hereof, the balance, if any, to be paid to Tenant.

(b) Any fixtures installed by Tenant, shall, at Landlord's election upon any default of Tenant hereunder or the termination of this Lease, become the property of Landlord.

23. QUIET ENJOYMENT

If, and so long as, Tenant pays the rent and keeps and performs each and every term, covenant and condition herein contained on the part and on behalf of Tenant to be kept and performed, Tenant shall quietly enjoy the Premises without hindrance or molestation by Landlord, or any other tenants, subject to the terms, covenants and conditions of this Lease.

24. HOLD OVER TENANCY

If, without execution of a new lease or written extension, Tenant shall hold over without Landlord's consent, after the expiration of the term of this Lease, Tenant shall be deemed, without further notice to be occupying the Premises as a tenant from month to month, which tenancy, may be terminated as provided by law. During such tenancy, Tenant agrees to pay Landlord Rent per month equal to 150% of the monthly Rent payable during the last month of the term of this Lease. If Landlord consents, a different rate shall be agreed upon by the parties, in writing. Tenant further agrees to be bound by all of the terms, covenants and condition of the Lease as herein specified, so far as applicable.

If Landlord relets the Premises to a new lessee and the term of such new lease commences during the period for which Tenant holds over, Landlord shall be entitled to recover from Tenant any and all costs, expenses, legal expenses, attorney's fees, damages, loss of profits or any other costs incurred by Landlord as a result of Tenant's failure or inability to deliver possession of the Premises to Landlord when required under this Lease.

25. ATTORNEY'S FEES AND WAIVER OF JURY TRIAL

(a) In the event that, because of the breach of any provision of this Lease, Landlord shall refer this Lease to an attorney for collection, or if Landlord shall bring suit for the possession of the Premises, for the recovery of any sum due under this Lease or for any other relief against Tenant hereunder, then all costs and expenses, including reasonable attorney's fees, incurred by Landlord in connection therewith shall be paid by Tenant, which obligation shall be deemed to have accrued on the date of referral to such attorney and shall be enforceable whether or not any action is prosecuted to judgment. Fees and costs shall be paid by Tenant if Landlord prevails in any action against Tenant. If Tenant prevails, Landlord shall pay all costs and expenses of Tenant, including reasonable attorney's fees.

(b) Landlord and Tenant each hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other in connection with any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises and/or claim of injury or damage.

26. SIGNS

All signs and symbols placed in the doors or windows or elsewhere about the Premises, or upon any other part of the Building, including building directories, shall be subject to the prior written approval of the Landlord. Any signs or symbols which have been placed without such approval may be removed by Landlord at Tenant's expense. Such approval requirement shall not apply to art work placed upon the interior of classroom windows.

27. TENANT'S DEFAULT

It shall be an "Event of Default" if: (i) Tenant shall fail to pay when due any monthly installment of rent, additional rent, or any charge or payment required of Tenant here under (although no legal or formal demand has been made therefore); (ii) Tenant shall violate or fail to perform any of the other conditions, covenants or agreements herein made by Tenant, and such violation or failure shall continue for a period of fifteen (15) days after written notice thereof to Tenant by Landlord; (iii) Tenant shall make a general assignment for the benefit of its creditors or shall file a petition for bankruptcy or other reorganization, liquidation, dissolution or similar relief; (iv) a trustee, receiver or liquidator shall be appointed for Tenant or a substantial part of its property; (v) Tenant shall vacate or abandon the Premises (an absence of substantial activity by Tenant in the Premises for more than seven (7) days shall constitute such abandonment) except for the normal school vacations including the summer months; or (vi) Tenant shall mortgage, assign or otherwise encumber its leasehold interest. If an Event of Default occurs, this Lease shall, at the option of Landlord, cease and terminate and Landlord may proceed to recover possession under and by virtue of the provisions of the laws of Maryland, or by such other proceedings, including reentry and possession, as may be applicable. If Landlord elects to terminate this Lease, the obligations herein contained on the party of Landlord to be performed shall cease without prejudice, subject however, to the right of Landlord to recover from Tenant all Rent and other charges accrued up to the time of termination or recovery of possession by Landlord, whichever is later. Should this Lease be terminated before the expiration of the Lease Term for any reason in an Event of Default, the Premises may be relet by Landlord, for such rent and upon such terms as Landlord is able to obtain, and, if the full rent shall not be realized by Landlord, Tenant shall be liable for all damages sustained by Landlord so long as Landlord prevails (See Paragraph 12 and 16: Repairs and Maintenances and Casualty). Any damage or loss sustained by Landlord may be recovered by Landlord at Landlord's option: (i) at the time of the reletting; (ii) in separate actions, from time to time, as said damage shall have been made more easily ascertainable by successive reletting; (iii) be deferred until the expiration of the term of this Lease, in which event the cause of action shall not be deemed to have accrued until the date of expiration of said term. The provisions contained in this paragraph shall be in addition to and shall not prevent the enforcement of any claim Landlord may have against Tenant for anticipatory breach of the unexpired term of this Lease. All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies

provided to Landlord under applicable law.

28. AMENDMENT

This Lease is the entire agreement between parties. This Lease shall not be amended or modified except in writing and signed by both parties. Failure to exercise any right in one or more instances shall not be construed as a waiver of the right to strict performance or as an amendment to this Lease.

29. NOTICES

All notices by this Lease shall be in writing and sent by certified mail return receipt requested to Landlord, City of Greenbelt, 25 Crescent Road, Greenbelt, Maryland with copy to Alexander & Cleaver, Attorneys at Law, 11414 Livingston Road, Fort Washington, Maryland, 20744, and to Tenant, Greenbelt Nursery School, 15 Crescent Road, Greenbelt, Maryland, 20770, or to such other addresses as may hereafter be designated by either party by written notice. Notices shall be deemed to have been received two (2) business days after being mailed.

30. BINDING EFFECT

This Lease shall be binding upon and inure to the benefit of the parties and their successors and assigns. It is understood and agreed that the terms "Landlord" and "Tenant" and verbs and pronouns in the singular number are uniformly used throughout this Lease regardless of gender, number or fact of incorporation of the parties hereto.

31. ENTIRE AGREEMENT

This Lease sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and Building, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. Except as herein otherwise provided, no subsequent alterations, amendments, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them. Executed as of the date first written above.

32. APPLICABLE LAW

This Lease and the terms herein shall be interpreted pursuant to the law of the State of Maryland.

33. TERMINATION OF LEASE

Notwithstanding any other provision of this Lease, the parties hereby agree that the Tenant should it become financially unable to continue operation as a school may terminate this Lease with ninety (90) days written notice to Landlord, without further liability for rent beyond the date of termination. The Landlord reserves the right to examine the financial records of the

Tenant prior to the date of termination.

WITNESS:

CITY OF GREENBELT, MARYLAND
LANDLORD:

Name: _____
Title: _____
Date: _____

WITNESS:

GREENBELT NURSERY SCHOOL
TENANT:

Name: _____
Title: _____
Date: _____

EXHIBIT A
Description of Premises

Greenbelt Nursery School located on the premises of the Greenbelt Community Center, 15 Crescent Road, Greenbelt, Maryland, 20770, and described as the “nursery school space” including rooms 11, 13, 17 together with adjoining office 15 and all storage rooms and toilets located within each of above mentioned rooms.

The description of each follows:

- Room 11: Classroom (and all storage space, kitchen area and toilets within the room) located on the end of the Ground Floor Corridor and adjacent to Room 10 on the west side of the 1967 addition.
- Room 13: Classroom (and all storage space and toilets within the room) located on the Ground Floor Corridor between Room 11 and Room 15 on the west side of the 1967 addition.
- Room 15: Office located within Room 17 with access to both Ground Floor Corridor and Room 17 on the west side of the 1967 addition.
- Room 17: Classroom (and all storage space and toilets within the room) located on the Ground Floor Corridor adjacent to Room 12 on the west side of the 1967 addition.
- Storage A: Storage closet located on the end of the Ground Floor Corridor and next to Room 10 on the west side of the 1967 addition so as long as the Landlord always has access to mechanical equipment located in said closet. The storage is shared space with the Landlord during the summer months.
- Dance Studio Closet: Second storage closet (rear portion) located in the Dance Studio (Room 10) during summer months only. All items are stored in closet at Tenant’s risk.
- Utility/storage closet: Room located outside Classroom 13 with outside door adjacent to sidewalk and playground. The storage would be restricted to items on metal shelving unit only; items cannot protrude from any side of shelves and cannot be stacked higher than yellow paint line. No items can be stored on floor or around shelving unit. All items are stored in closet at Tenant’s risk.

City Council Agenda Item Report

Meeting Date: July 13, 2020

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

* Reappointments to Advisory Boards

Suggested Action:

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Reference: Reappointment Survey

The following individuals has indicated their willingness to continue to serve on a City Advisory Board:

Rick Ransom - Community Relations Advisory Board (CRAB)

John Drago - Arts Advisory Board (AAB)

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

Attachments:

[R. Ransom.pdf](#)

[J. Drago.pdf](#)

CITY OF GREENBELT, MARYLAND
SURVEY FOR REAPPOINTMENT TO
CITY COUNCIL ADVISORY BOARDS AND COMMITTEES

1. Do you desire to continue your current appointment? Why? *Yes, because I believe I still have something to offer.*
2. Do you wish to serve on a different board/committee? If so, please indicate which one.
No -
3. Have you found your participation rewarding? *Yes*
4. Do you feel the board/committee functions effectively? Please comment.
Yes. We address current, with and without directives, and we help to coordinate city services with citizens.
5. What are its strengths? Weaknesses?
Its members, its mandate, and its license are strengths. Inability to convene together because of busy schedules is sometimes a weakness.
6. What changes would you recommend?
None -
7. Are you currently employed by or under contract with the City of Greenbelt?
No -
8. Any additional comments you wish to make.

Name *Richard Dawson* Date *6/2/20*
Advisory Board or Committee *C.R.A.B.*
Address [REDACTED]
Phone: Home [REDACTED] [REDACTED]
E- Mail Address [REDACTED]

[Signature]

CODE OF CONDUCT FOR ADVISORY BOARD AND COMMITTEE MEMBERS

The City Council of Greenbelt has a number of Advisory Boards and Committees which provide advice in subject areas from planning to the environment to senior issues. These boards and committees are comprised of Greenbelt citizens volunteering their talents and time to the community. Council greatly values the service of all advisory board and committee volunteers.

This code has been created to ensure that all board and committee members have clear guidelines for carrying out their responsibilities in their relationships with each other, City Council, staff and members of the public. All board and committee meetings are conducted in accordance with the Maryland Open Meetings Act.

- Individual Advisory Board and Committee members and the collective group will perform their duties in a professional and respectful manner.
- Members should recuse themselves from discussions and votes on matters where they may have a conflict of interest.
- Members are to promote confidence in the integrity of the City of Greenbelt government and always act in the public interest and not in their private interest. Members should protect the reputation of their board or committee, its members, City Council and staff. They should not engage in any activity(s) that would bring the board or committee or the City into disrepute.
- Members will respect the limitations of their individual and collective authority. The role of the Advisory Board or Committee is to advise the City Council.
- Members will strive to respect and appreciate differences in approach and point of view, whether from their colleagues, City Council, staff or members of the public.
- Each member will participate in the group's discussions and work assignments without dominating the discussion or activity of the group.
- The board or committee chair will ensure that all members have a fair, balanced and respectful opportunity to share their knowledge and perspectives.
- The board or committee will attempt to reach consensus on issues. If consensus is not possible, strong differing opinions, such as minority opinions, should be recorded and acknowledged in the report to City Council.
- The agreement of an individual member of the board or committee must be obtained prior to the release of his or her personal member information obtained through the advisory board or committee membership.
- Members communicating in public on board or committee business must clarify that he or she is not speaking on behalf of the board or committee or the City, but as an individual, unless authorized to do so by the board or committee or the City.

It is the responsibility of members to attend all meetings to ensure that a quorum is present to conduct board or committee business. The Chair of the board or committee will maintain accurate attendance records. Council may remove an advisory board or committee member who misses, without being excused by the majority of the advisory board or committee, three consecutive meetings or more than 25 percent of the regular meetings during any calendar year.

Violations of the Code of Conduct

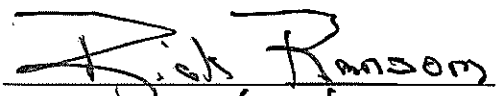
Violations of one or more of the standards or requirements of this Code of Conduct may result in the immediate termination of a member's appointment to serve on an advisory board or committee. Additionally, any member may be removed by Council action based on Council decision that removal is in the best interests of the City. Members may be removed from any advisory board or committee by a majority vote of the City Council.

Acknowledged and Agreed to:

Signature:



Printed Name:



Advisory Group:

CRAB

Date:

6/19/20

CITY OF GREENBELT, MARYLAND
SURVEY FOR REAPPOINTMENT TO
CITY COUNCIL ADVISORY BOARDS AND COMMITTEES

1. Do you desire to continue your current appointment? Why? Yes
2. Do you wish to serve on a different board/committee? If so, please indicate which one.
NO
3. Have you found your participation rewarding? Yes, but the AAB duties are limited and excessively restricting. Genuine Artists are best when allowed to freely create, invent, propose, suggest. The Board only reacts to other people's proposals.
4. Do you feel the board/committee functions effectively? Please comment.
We sit and wait.
Yes, again within the scope of its duties which are limited. The City Council needs to unleash the AAB to expand its scope of Arts Services to the citizens - to search out and offer new events or sponsor.
5. (A) What are its strengths? (B) Weaknesses?
(A) Competent administratively - seems to navigate the bureaucracy well with Nicole's knowledge.
(B) Not willing to step out Boldly, challenge, create. Shy of innovation - Outside the Box. Needs more "active" Artists sitting on the AAB.
6. What changes would you recommend?
If AAB rejects expanded involvement in arts events, then create an add on group to handle this area of service. In 2017(?) I proposed the creation of an "Arts Council" modeled on the one in Laurel, Md. It went No Where! That was a lost opportunity.
7. Are you currently employed by or under contract with the City of Greenbelt?
NO
8. Any additional comments you wish to make. Feb. 2020 marked my 10th ann. I'm not leaving without my 10 year pin and my Free Dinner. Besides - I relish my position as the renegade "Thorn" in everyone's side. 

Name _____ Date _____

Advisory Board or Committee

Mr. John Drago

Arts Advisory Board

Address _____

Phone: Home _____

E-Mail Address _____

See That J. Davis (my Buddie) gets a copy of this!
Judith - Adapt - Improvise - Over come, lets ge' 153
busv.

CODE OF CONDUCT FOR ADVISORY BOARD AND COMMITTEE MEMBERS

The City Council of Greenbelt has a number of Advisory Boards and Committees which provide advice in subject areas from planning to the environment to senior issues. These boards and committees are comprised of Greenbelt citizens volunteering their talents and time to the community. Council greatly values the service of all advisory board and committee volunteers.

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- Individual Advisory Board and Committee members and the collective group will perform their duties in a professional and respectful manner.
- Members should recuse themselves from discussions and votes on matters where they may have a conflict of interest.
- Members are to promote confidence in the integrity of the City of Greenbelt government and always act in the public interest and not in their private interest. Members should protect the reputation of their board or committee, its members, City Council and staff. They should not engage in any activity(s) that would bring the board or committee or the City into disrepute.
- Members will respect the limitations of their individual and collective authority. The role of the Advisory Board or Committee is to advise the City Council.
- Members will strive to respect and appreciate differences in approach and point of view, whether from their colleagues, City Council, staff or members of the public.
- Each member will participate in the group's discussions and work assignments without dominating the discussion or activity of the group.
- The board or committee chair will ensure that all members have a fair, balanced and respectful opportunity to share their knowledge and perspectives.
- The board or committee will attempt to reach consensus on issues. If consensus is not possible, strong differing opinions, such as minority opinions, should be recorded and acknowledged in the report to City Council.
- The agreement of an individual member of the board or committee must be obtained prior to the release of his or her personal member information obtained through the advisory board or committee membership.
- Members communicating in public on board or committee business must clarify that he or she is not speaking on behalf of the board or committee or the City, but as an individual, unless authorized to do so by the board or committee or the City.

It is the responsibility of members to attend all meetings to ensure that a quorum is present to conduct board or committee business. The Chair of the board or committee will maintain accurate attendance records. Council may remove an advisory board or committee member who misses, without being excused by the majority of the advisory board or committee, three consecutive meetings or more than 25 percent of the regular meetings during any calendar year.

Violations of the Code of Conduct

Violations of one or more of the standards or requirements of this Code of Conduct may result in the immediate termination of a member's appointment to serve on an advisory board or committee. Additionally, any member may be removed by Council action based on Council decision that removal is in the best interests of the City. Members may be removed from any advisory board or committee by a majority vote of the City Council.

Acknowledged and Agreed to:

Signature: John Drago

Printed Name: Mr. John Drago

Advisory Group: Arts Advisory Board

Date: July 2, 2020

mailing address
←

City Council Agenda Item Report

Meeting Date: July 13, 2020

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

CB-008-2020 - Pesticides

Suggested Action:

Mayor Byrd requested this item be included to the agenda for discussion on the County Council pesticide bill.

Attachments:

[CB-008-2020 \(Pesticide\).pdf](#)

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

2020 Legislative Session

Bill No. CB-8-2020

Chapter No. _____

Proposed and Presented by Council Member Dernoga

Introduced by _____

Co-Sponsors _____

Date of Introduction _____

BILL

1 AN ACT concerning

2 Pesticides

3 For the purpose of providing legislative intent and findings; providing definitions; providing for
4 a certain posting and placement of signs; providing for certain signs by vendors; providing
5 requirements for the notice and retail purchase of pesticides; providing for a certain posting of
6 signs after the application of pesticides by a custom applicator; providing for a certain posting of
7 signs after the application of pesticides by a property owner or tenant; providing for a certain
8 written statement; providing for a certain notice about pesticides to a customer; providing for
9 storage and handling of pesticides; providing for certain prohibited applications; providing for a
10 certain prohibition on County-owned property; providing for integrated pest management on
11 County property; providing for application in County parks; providing for certain exceptions;
12 providing for an outreach and education campaign; providing for regulations; providing for
13 certain penalties; and generally relating to pesticides.

14 BY repealing and reenacting with amendments:

15 SUBTITLE 12. HEALTH.

16 Sections 12-161.01, 12-161.02, 12-161.03,
17 12-161.04, 12-161.05, 12-161.06, and 12-161.07,
18 The Prince George's County Code
19 (2019 Edition).

20 BY adding:

21 SUBTITLE 12. HEALTH.

Sections 12-161.08, 12-161.09, 2-161.10, 12-161.11,
 12-161.12, 12-161.13, 12-161.14, 12-161.15, 12-161.16,
 12-161.17, 12-161.18, 12-161.19, 12-161.20, 12-161.21 and
 12-161.22,
 The Prince George's County Code
 (2019 Edition).

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

SUBTITLE 12. HEALTH.

DIVISION 5. PEST CONTROL.

SUBDIVISION 4. PESTICIDE APPLICATION.

Sec. 12-161.01. Legislative Intent and Findings.

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

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

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

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

1 and a variety of cancers including breast, colon, prostate and lung cancer;

2 (4) clean water is essential to human life, wildlife and the environment, and the
 3 unnecessary use of pesticides and herbicides for cosmetic purposes contributes to the
 4 deterioration of water quality, as substantiated by several studies including the 2014 USGS study
 5 which found that 90% of urban waterways have pesticide levels high enough to harm aquatic
 6 life;

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

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

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

20 (8) in the absence of adequate regulation at the federal or State level, the County is
 21 compelled to act to protect the health of residents, animals and the environment.

22 (b) The purpose of this statute is to protect the public health and welfare and to minimize
 23 the potential pesticide hazard to people and the environment, consistent with the public interest
 24 in the benefits derived from the safe use and application of pesticides. The goal is to inform the
 25 public about pesticide applications and minimize the use of pesticides for cosmetic purposes,
 26 while not restricting the ability to use pesticides in agriculture, for the protection of public health,
 27 or for other public benefit.

28 **Sec. 12-161.02. Definitions.**

29 (a) (1) **Agriculture** means the business, science, and art of cultivating and managing the
 30 soil, composting, growing, harvesting, and selling sod, crops and livestock, and the products of
 31 forestry, horticulture and hydroponics; breeding, raising, or managing livestock, including

1 horses, poultry, fish, game and fur-bearing animals; dairying, beekeeping and similar activities,
 2 and equestrian events and activities.

3 (2) **Children’s facility** means a building or part of a building which, as part of its
 4 function, is regularly occupied by children under the age of 6 years and is required to obtain a
 5 certificate of occupancy as a condition of performing that function. Children’s facility includes a
 6 child day care center, family day care home, nursery school, and kindergarten classroom.

7 (3) **Custom applicator** means any person, and their [his] employees, who is engaged
 8 in the business of applying by air, ground, hand, or mechanical equipment, pesticides to
 9 property.

10 (4) **Customer** means any person who has entered into an agreement for a custom
 11 applicator to apply pesticides for the care of property.

12 (5) **Department** means the County Health Department.

13 (6) **Director** means the Health Officer or their designee.

14 (7) **Garden** means an area of land used to cultivate food crops, flowers, or other
 15 ornamental plants.

16 (8) **Lawn** means an area of land, except agricultural land, that is:

17 (A) mostly covered by grass, other similar herbaceous plants, shrubs, or trees;

18 and

19 (B) kept trim by mowing or cutting.

20 (9) **Lawn** does not include a: _____

21 (A) playing field;

22 (B) golf course;

23 (C) garden; or

24 (D) tree or shrub.

25 (10) **Listed pesticide** means:

26 (A) a pesticide the active ingredients of which are recommended by the National
 27 Organic Standards Board (NOSB) pursuant to 7 U.S.C. § 6518, as amended, and published as the
 28 National List at 7 C.F.R. §§ 205.601 and 205.602; or

29 (B) a pesticide designated a “minimum risk pesticide” under the Federal
 30 Insecticide, Fungicide and Rodenticide Act (FIFRA) § 25(b) and listed in 40 C.F.R. § 152.25(f).

31 (11) **Mulched recreation area** means an area of land covered with natural or synthetic

1 mulch or wood chips that is not a playground but is open to the public for picnic or other
 2 recreation use.

3 (12) **Neonicotinoid** means a class of neuro-active pesticides chemically related to
 4 nicotine. Neonicotinoid includes acetamiprid, clothianidin, dinotefuran, imidacloprid,
 5 nitenpyram, nithiazine, thiacloprid, and thiamethoxam.

6 (12.1) **Person** means an individual or legal entity.

7 (13) **Pest** means an insect, snail, slug, rodent, nematode, fungus, weed, or any other
 8 form of terrestrial or aquatic plant or animal life or other microorganism (except viruses,
 9 bacteria, or other microorganisms on or in a living man or other living animal), which normally
 10 is considered to be a pest or with the Secretary of the Maryland Department of Agriculture or
 11 defined as a pest by applicable state regulations.

12 (14) **Pesticide** means a substance or mixture of substances intended:

13 (A) For preventing, destroying, repelling, or mitigating any pest;

14 (B) For use as a plant regulator, defoliant, or desiccant; and

15 (C) To be used as a spray adjuvant, such as a wetting agent or adhesive.

16 (D) Pesticide does not include an antimicrobial agent, such as a disinfectant,
 17 sanitizer, or deodorizer, used for cleaning that is not considered a pesticide under any federal or
 18 state law or regulation.

19 (15) **Playground** means an outdoor children's play area that is on the premises of a
 20 children's facility, school, apartment building or complex, common ownership community, or
 21 park. Playground includes a mulched path that is used to enter a children's play area.

22 (16) **Playing field** means:

23 (A) an athletic field maintained by Prince George's County or the Department of
 24 Parks and Recreation; or

25 (B) an area of land on private property maintained exclusively for sporting
 26 use.

27 (17) **Private Applicator** means any person who applies pesticides by air, ground,
 28 hand, or mechanical equipment to his privately owned or leased property, or property which he
 29 otherwise occupies or uses by consent of the owner, and further includes any corporation,
 30 partnership, sole proprietorship, other business association, condominium association, agency of
 31 Prince George's County, Maryland, or any of the municipalities within Prince George's County,

Maryland, and similar entities which utilizes its own employees to apply by air, ground, hand, or mechanical equipment, pesticides to property owned or managed by said entity.

(18) **Private lawn application** means the application of a pesticide to a lawn on property owned by or leased to the person applying the pesticide. Private lawn application does not include:

(A) applying a pesticide for the purpose of engaging in agriculture; or

(B) applying a pesticide around or near the foundation of a building for the purpose of indoor pest control owned or managed by said entity.

(19) **Property** means land located in Prince George's County, Maryland, and the water, vegetation, and airspace upon and above said land, but does not include structures or other improvements or areas of land used exclusively for agriculture or commercial forest production.

(20) **Registered pesticide** means a pesticide registered by the United States Environmental Protection Agency and labeled pursuant to FIFRA for use in lawn, garden and ornamental sites or areas.

(21) **Residential Applicator** means a private applicator who applies a pesticide for any purpose on any property where he/she resides, excluding such property as may comprise the common area of a multifamily dwelling or associated group of dwellings.

(22) **Vector or disease vector** means an animal, insect, or microorganism that carries and transmits an infectious pathogen into another organism.

(23) **Waterbody** means waters located within the County that are:

(A) subject to the ebb and flow of the tide; or

(B) free flowing, unconfined and above-ground rivers, streams or creeks.

(24) **Weed** means Poison ivy; ragweed; kudzu; Canada, musk, nodding, plumeless, and bull thistles; any plant, except another thistle, identified as a noxious weed under Section 9-401 of the Agriculture Article of the Annotated Code of Maryland; and any other plant which the Director finds by regulation endangers public health or safety if allowed to grow unchecked.

Sec. 12-161.03. [Signs.] Reserved.

[(a) Signs prior to pesticide application.

(1) For at least twenty-four (24) hours prior to each application of pesticide by a custom applicator, the customer shall post signs visible from all streets fronting or providing principal access to the property. The sign(s) will be developed or approved by the Health Officer

1 for the purpose of notifying the public of the pending property treatment and will be supplied to
2 the customer by the custom applicator.

3 (2) At least twenty-four (24) hours prior to each episode of pesticide treatment by a
4 private applicator, or a residential applicator, the applicator shall either post signs visible from all
5 streets fronting or providing principal access to the property, said sign to be substantially in the
6 form and content as described in paragraph (1) of this Subsection and may be obtained pursuant
7 to Section 12-161.09 of this Subdivision.

8 (3) This requirement shall not apply to emergency situations as may be defined by
9 regulation or in which treatment is necessary to protect property or structures from immediate
10 damage from an existing pest.

11 (4) The Health Officer shall further have the right, from time to time, to exempt
12 certain properties, such as, but not exclusively, golf courses and public utility rights-of-way,
13 when it is shown that access to the property is sufficiently restricted and proximity to other
14 properties which may be affected by or receive drifting chemicals from the pesticide application
15 is sufficiently removed so as to eliminate the need for prior posting.

16 (5) The signs required under this Subsection shall remain posted until replaced by the
17 signs required by Subsection (b) of this Section.

18 (b) Signs after pesticide application.

19 (1) Immediately after pesticide application, the applicator shall post a sign or signs on
20 the treated property.

21 (2) Such sign or signs shall:

22 (A) Be clearly visible on the treated area and from all streets fronting or
23 providing principal places of access to the property. If there are more than one principal places of
24 access to the property, a sign shall be placed so as to be visible from each.

25 (B) Be of such size and bear such language as developed, approved, or directed
26 by the Health Officer.

27 (C) The signs shall remain in place for at least three (3) days, and in no event
28 more than seven (7) days, following application of the pesticide.

29 (3) The Health Officer may from time to time exempt certain types of property, such
30 as, but not exclusively, golf courses and public utility rights-of-way, in which access is
31 sufficiently restricted and proximity to other properties which may be affected by or receive

drifting chemicals from the pesticide application is sufficiently removed, from the requirements of this Subsection, providing such exempted property has an alternative method of providing the notification set forth in this Subsection to members of the public who may come into contact with the treated area.

(c) The Health Officer shall provide to the public in a manner deemed appropriate, information which explains the notice provisions. The Health Officer shall compile and make available to the public, upon request, specific information and safety precautions for those lawn pesticides determined by the Health Officer to be most commonly used.]

Sec. 12-161.04. [Written Statement.] Reserved.

[(a) Immediately after application of a pesticide, the custom applicator shall give each customer a brief written statement as set forth in this Section.

(b) The language of such statement shall be developed or approved by, and revised as necessary by, the Health Officer but shall include, at a minimum:

(1) Current government agency phone numbers for consumer complaints, further technical information and medical emergencies;

(2) A list of general customer safety precautions applicable to most pesticide applications; and

(3) A statement notifying the customer that each custom applicator applying pesticides shall be licensed by the Maryland Department of Agriculture and have its employees follow safety precautions.

(c) As a part of such statement, the custom applicator shall, in addition to the foregoing, list the trade and generic name of each pesticide which is used and any customer safety.]

Sec. 12-161.05. [Vendors.] Reserved.

[Every vendor of a pesticide or material containing a pesticide shall [be encouraged to] display and make available to the buyer with each sale signs for pre- and post-treatment posting and other informational material provided by or approved by, the Health Officer, said informational material to provide, at a minimum, the information required by Section 12-161.04(b)(1) and (2).]

Sec. 12-161.06. [Exceptions and Regulations]. Reserved.

[(a) Upon the showing by the Washington Suburban Sanitary Commission, Maryland-National Capital Park and Planning Commission, and the Prince George's County Department of

Public Works and Transportation that the potential for any adverse effect from pesticide application upon the public or to adjoining property is minimal or that compliance with the terms of this Subdivision is excessively burdensome or impractical, the Health Officer may exempt said agencies from the requirements of this Subdivision.]

[(b) The Board of Health may adopt by resolution such regulations and establish such exemptions as may be necessary to carry out the intent of this Subdivision.]

Sec. 12-161.07. [Enforcement.] Reserved.

[Each violation of this Division shall constitute a civil violation subject to a civil fine of Fifty Dollars (\$50.00) in accordance with the procedures of Division 3, Subtitle 28, Prince George's County Code.]

SECTION 2. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Sections 12-161.08, 12-161.09, 12-161.10, 12-161.11, 12-161.12, 12-161.13, 12-161.14, 12-161.15, 12-161.16, 12-161.17, 12-161.18, 12-161.19, 12-161.20, 12-161.21, and 12-161.22, of the Prince George's County Code be and the same are hereby added:

SUBTITLE 12. HEALTH.

DIVISION 5. PEST CONTROL.

SUBDIVISION 4. PESTICIDE APPLICATION.

Sec. 12-161.08. Signs, pesticide application.

(a) Signs prior to pesticide application.

(1) For at least twenty-four (24) hours prior to each application of pesticide by a custom applicator, the customer shall post signs visible from all streets fronting or providing principal access to the property. The sign(s) will be developed or approved by the Health Officer for the purpose of notifying the public of the pending property treatment and will be supplied to the customer by the custom applicator.

(2) At least twenty-four (24) hours prior to each episode of pesticide treatment by a private applicator, or a residential applicator, the applicator shall either post signs visible from all streets fronting or providing principal access to the property, said sign to be substantially in the form and content as described in paragraph (1) of this Subsection and may be obtained pursuant to Section 12-161.09 of this Subdivision.

(3) This requirement shall not apply to emergency situations as may be defined by regulation or in which treatment is necessary to protect property or structures from immediate

1 damage from an existing pest.

2 (4) The Health Officer shall further have the right, from time to time, to exempt
 3 certain properties, such as, but not exclusively, golf courses and public utility rights-of-way,
 4 when it is shown that access to the property is sufficiently restricted and proximity to other
 5 properties which may be affected by or receive drifting chemicals from the pesticide application
 6 is sufficiently removed so as to eliminate the need for prior posting.

7 (5) The signs required under this Subsection shall remain posted until replaced by the
 8 signs required by Subsection (b) of this Section.

9 (b) Signs after pesticide application.

10 (1) Immediately after pesticide application, the applicator shall post a sign or signs on
 11 the treated property.

12 (2) Such sign or signs shall:

13 (A) Be clearly visible on the treated area and from all streets fronting or
 14 providing principal places of access to the property. If there are more than one principal places of
 15 access to the property, a sign shall be placed so as to be visible from each.

16 (B) Be of such size and bear such language as developed, approved, or directed
 17 by the Health Officer.

18 (C) The signs shall remain in place for at least three (3) days, and in no event
 19 more than seven (7) days, following application of the pesticide.

20 (3) The Health Officer may from time to time exempt certain types of property, such
 21 as, but not exclusively, golf courses and public utility rights-of-way, in which access is
 22 sufficiently restricted and proximity to other properties which may be affected by or receive
 23 drifting chemicals from the pesticide application is sufficiently removed, from the requirements
 24 of this Subsection, providing such exempted property has an alternative method of providing the
 25 notification set forth in this Subsection to members of the public who may come into contact
 26 with the treated area.

27 (c) The Health Officer shall provide to the public in a manner deemed appropriate,
 28 information which explains the notice provisions. The Health Officer shall compile and make
 29 available to the public, upon request, specific information and safety precautions for those lawn
 30 pesticides determined by the Health Officer to be most commonly used.

31 **Sec. 12-161.09. Signs, vendors.**

Every vendor of a pesticide or material containing a pesticide shall display and make available to the buyer with each sale signs for pre- and post-treatment posting and other informational material provided by or approved by, the Health Officer, said informational material to provide, at a minimum, the information required by Section 12-161.13(b)(1) and (2).

Sec. 12-161.10. Signs with retail purchase of pesticide.

(a) A person who sells at retail a pesticide or material that contains a pesticide shall:

(1) make available to a person who buys the pesticide or material that contains a pesticide:

(A) notice signs and supporting information that are approved by the Health Officer;

(B) the product label or other information that FIFRA requires for sale of the pesticide; and

(C) materials approved or distributed by the Department that:

(i) explain the dangers of contamination that may occur from pesticide use; and

(ii) inform buyers of the availability of alternative products; and

(b) display a sign or signs in each area of the retail establishment where registered pesticides are available to consumers, with language approved by the Department, that:

(1) informs buyers of the County law on the use of registered pesticides on lawns; and

(2) identifies pest control options that are permissible for lawn application under the law.

(c) The Health Department shall enforce this Section and shall annually inspect each person.

Sec. 12-161.11. Posting markers after application by custom applicator.

(a) Immediately after a custom applicator treats a lawn with a pesticide, the custom applicator shall place markers within or along the perimeter of the area where pesticides have been applied.

(b) A marker required under this Section shall:

(1) be clearly visible to persons immediately outside the perimeter of the property;

(2) be a size, form, and color approved by the Department;

(3) be made of material approved by the Department;

(4) have wording with content and dimensions approved by the Department; and

(5) be in place on the day that the pesticide is applied.

Sec. 12-161.12. Posting markers after application by property owner or tenant.

(a) A person who performs a private lawn application treating an area more than 100 square feet, or an area of any size within five (5) feet of a property line, shall place markers within or along the perimeter of the area where pesticides have been applied.

(b) A marker required under this Section shall:

(1) be clearly visible to persons immediately outside the perimeter of the property;

(2) be a size, form, and color approved by the Department;

(3) be made of material approved by the Department;

(4) have wording with content and dimensions approved by the Department; and

(5) be in place on the day that the pesticide is applied.

Sec. 12-161.13. Written Statement.

(a) Immediately after application of a pesticide, the custom applicator shall give each customer a brief written statement as set forth in this Section.

(b) The language of such statement shall be developed or approved by, and revised as necessary by, the Health Officer but shall include, at a minimum:

(1) Current government agency phone numbers for consumer complaints, further technical information and medical emergencies;

(2) A list of general customer safety precautions applicable to most pesticide applications; and

(3) A statement notifying the customer that each custom applicator applying pesticides shall be licensed by the Maryland Department of Agriculture and have its employees follow safety precautions.

(c) As a part of such statement, the custom applicator shall, in addition to the foregoing, list the trade and generic name of each pesticide which is used and any customer safety.]

Sec. 12-161.14. Notice about pesticides to customer.

(a) In this Section:

(1) Customer means a person who makes a contract with a custom applicator to have the custom applicator apply a pesticide to a lawn.

(2) New customer includes a customer who renews a contract with a custom applicator.

(b) A custom applicator shall give to a new customer before application, a list of:

(1) the trade name of each pesticide that might be used;

(2) the generic name of each pesticide that might be used; and

(3) specific customer safety precautions for each pesticide that might be used; and

(4) after application, a list of:

(A) the trade name of each pesticide actually used; and

(B) the generic name of each pesticide actually used; and

(5) a written notice about pesticides prepared by the Department under subsection (c).

(c) The Department shall prepare, keep current, and provide to a custom applicator a written notice about pesticides for the custom applicator to give to a customer under subsection (b).

(d) The notice prepared by the Department under subsection (c) shall include:

(1) government agency phone numbers to call to;

(2) make a consumer complaint;

(3) receive technical information on pesticides; and

(4) get assistance in the case of a medical emergency;

(e) (1) a list of general safety precautions a customer should take when a lawn is treated with a pesticide;

(2) required statement that a custom applicator shall:

(A) be licensed by the Maryland Department of Agriculture; and

(B) follow safety precautions; and

(3) a statement that the customer has the right to require the custom applicator to notify the customer before each treatment of the lawn of the customer with a pesticide. precautions specific to any of the individual pesticides.

Sec. 12-161.15. Storage and handling of pesticides.

(a) Any person who sells at retail a pesticide or material that contains a pesticide shall:

(1) transport, display, and store each pesticide in a secure, properly labeled container that resists breakage and leakage, and promptly clean up and either repackage or properly dispose of any pesticide that escapes from its container;

(2) display and store each pesticide separately from any food, medicine, or other product that a human being or animal may consume or apply; and

(3) transport each pesticide separately from any food, medicine, or other product that a human being or animal may ingest unless the pesticide is in a secure container that resists breakage and leakage.

(b) The Health Department and any other agency designated by the County Executive, shall enforce this Section.

Sec. 12-161.16. Prohibited applications.

(a) On County-owned property and private property, except as provided in subsection (b), a person shall not apply a registered pesticide other than a listed pesticide to:

(1) a lawn;

(2) a playground;

(3) a mulched recreation area;

(4) a children's facility; or

(5) the grounds of a children's facility.

(b) A person may apply any registered pesticide to:

(1) control weeds;

(2) control invasive species listed in a regulation;

(3) control disease vectors;

(4) control biting or stinging insects or stinging plants;

(5) control organisms that threaten the health of trees or shrubs;

(6) maintain property as part of efforts by a public utility to comply with applicable vegetation management provisions of any federal, state, or local law or regulation;

(7) control indoor pests, if applied around or near the foundation of a building;

(8) control pests while engaged in agriculture; and

(9) control a pest outbreak that poses an imminent threat to human health or prevent significant economic damage if a registered pesticide is not used.

(c) If a pesticide is applied under paragraph (b)(9) of this Section, the person applying the pesticide shall:

(1) within seven days after a pesticide is applied on private property, notify the Department of the application and the reasons for the use of the pesticide; or

(2) within 30 days after a pesticide is applied on County-owned property, inform the County Council of the application and the reasons for the use of the pesticide.

Sec. 12-161.17. Neonicotinoid pesticides on County-owned property.

(a) Prohibition. Except as provided in subsection (b), a County employee or County contractor shall not use a neonicotinoid pesticide on property owned by the County.

(b) Exceptions.

(1) A County employee or County contractor may use a neonicotinoid pesticide on County-owned property to control pests while engaged in agriculture.

(2) This Section does not apply to County-owned property that the Maryland National Capital Park and Planning Commission operates or manages for the County.

Sec.12-161.18. Integrated pest management on County property.

(a) Adoption of program. The County Executive shall adopt an integrated pest management program for all property owned by the County.

(b) Requirements. Any program adopted under subsection (a) shall require:

(1) monitoring the turf or landscape as appropriate;

(2) accurate record-keeping documenting any potential pest problem;

(3) evaluating the site for any injury caused by a pest and determining the appropriate treatment;

(4) using a treatment that is the least damaging to the general environment and best preserves the natural ecosystem;

(5) using a treatment that will be the most likely to produce long-term reductions in pest control requirements and is operationally feasible and cost effective in the short and long term;

(6) using a treatment that minimizes negative impacts to non-target organisms;

(7) using a treatment that is the least disruptive of natural controls;

(8) using a treatment that is the least hazardous to human health; and

(9) exhausting the list of all non-chemical methods and listed pesticides for the targeted pest before using any other treatments.

(c) The County Executive shall provide training in integrated pest management for each employee who is responsible for pest management.

Sec. 12-161.19. County parks.

1 (a) Policy. It is the policy of Prince George's County to promote environmentally
 2 sensitive landscape pest management in its parks by phasing out the use of the most hazardous
 3 pesticides and reducing overall pesticide use while preserving landscape assets, maintaining
 4 functionality of playing fields and protecting the health and safety of the public and County
 5 employees. To carry out this policy, the Department of the Environment shall, subject to
 6 appropriation, implement the provisions of this Section.

7 (b) Pesticide-free parks. The National Capital Park and Planning Commission shall
 8 implement a pesticide-free parks program that, at a minimum, consists of:

9 (1) the maintenance of certain parks entirely without the use of registered pesticides
 10 other than listed pesticides;

11 (2) a program for reducing the use of registered pesticides other than listed pesticides
 12 on playing fields that includes:

13 (A) a pilot program consisting of at least five (5) playing fields maintained
 14 without the use of registered pesticides other than listed pesticides that:

15 (i) is conducted in consultation with an expert in organic turf management,
 16 with experience in successful transitions from conventional to organic turf management; and

17 (ii) includes a publicly available plan describing the practices and
 18 procedures used;

19 (B) maintenance of all other playing fields using an integrated pest management
 20 program; and

21 (C) a plan submitted to the Council by September 1, 2021 for transitioning to
 22 maintenance of all playing fields without the use of registered pesticides other than listed
 23 pesticides by September 1, 2022; and

24 (3) a public communication campaign to inform the public of the existence and
 25 progress of the pesticide-free parks program.

26 (c) Pesticide usage protocols. The National Capital Park and Planning Commission shall
 27 develop usage protocols which limit the use of registered pesticides other than listed pesticides to
 28 the maximum extent possible and, subject to the exceptions in subsection (d):

29 (1) do not permit the use of registered pesticides other than listed pesticides within 25
 30 feet of a waterbody;

31 (2) except where immediate application is necessary to protect human health or

1 prevent significant economic damage, include the posting of notice of each planned application
 2 of a registered pesticide other than a listed pesticide on the appropriate National Capital Park and
 3 Planning Commission website and in the area where the pesticide is to be applied, from at least
 4 48 hours before application through at least 48 hours after application, that includes:

- 5 (A) the common name of the pesticide; and
- 6 (B) the location of the application; and
- 7 (C) the planned date and time of the application; and
- 8 (D) the reason for the use of the pesticide; and

9 (3) provide for pesticide application information required under paragraph (c)(2) to be
 10 made available to the public in real-time and in a manner consistent with the Prince George's
 11 County Code.

12 (d) Exceptions. The pesticide-free parks program and pesticide usage protocols may
 13 generally permit the application of a registered pesticide to:

- 14 (1) control weeds;
- 15 (2) control invasive species listed in a regulation;
- 16 (3) control disease vectors;
- 17 (4) control biting or stinging insects or stinging plants;
- 18 (5) control organisms that threaten the health of trees or shrubs;
- 19 (6) remove weeds as part of the renovation of a playing field;
- 20 (7) control pests while engaged in agriculture; and
- 21 (8) otherwise protect human health or prevent significant economic damage.

22 (e) Reporting requirement. The National Capital Park and Planning Commission shall
 23 submit semi-annual reports to the County Executive and County Council on or before January 15
 24 and July 15 of each year that:

25 (1) detail registered pesticide usage, other than listed pesticide usage, in County parks
 26 during the preceding year, including:

- 27 (A) the common name of each registered pesticide used;
- 28 (B) the location of each application;
- 29 (C) the date and time of each application; and
- 30 (D) the reason for each use of a registered pesticide;

31 (2) describe the status of the pesticide-free parks program implemented under this

Section; and

(3) are available to the public in a manner consistent with the County Code.

Sec. 12-161.20. Outreach and education campaign.

(a) The County Executive shall implement a public outreach and education campaign before and during implementation of the provisions of this Subtitle.

(b) The outreach and education campaign shall include the provision of the following resources:

(1) products which are the NOSB National list products categorized by use;

(2) FIFRA § 25(b) minimum risk pesticides, listed in 40 C.F.R. § 152.25(f); and

(3) guidance on best practices for organic and pesticide-free lawn care.

(c) The outreach and education campaign should include:

(1) informational mailers to County households;

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

(3) radio and television public service announcements;

(4) news releases and news events;

(5) information translated into Spanish, French, Chinese, Korean, Vietnamese, and other languages, as needed;

(6) extensive use of County Cable and other Public, Educational, and Government channels funded by the County; and

(7) posters and brochures made available at County events, on The Bus, libraries, recreation facilities, senior centers, public schools, Prince George's Community College, health care providers, hospitals, clinics, and other venues.

Sec. 12-161.21. Regulations.

(a) The County Executive shall provide regulations in resolution form to the County Council to carry out the requirements of this legislation.

(b) The County Executive shall include in the regulations adopted under this Section, the minimum size or quantity, and type of pesticide.

(c) The County Executive shall include in the regulations adopted under this Section, a list of invasive species that may be detrimental to the environment in the County. The County Executive shall submit the first list of invasive species to the County Council for approval by February 1, 2021 . The County Executive shall review and update the list of invasive species

1 designated under subsection (c) by July 1 of each year.

2 **Sec. 12-161.22. Penalties for violating provisions of Division.**

3 (a) Any person that violates this Division shall be penalized. Each day of the violation
 4 shall be a separate offense.

5 (b) (1) Each violation of this Division shall constitute a civil violation subject to a civil
 6 fine of Fifty Dollars (\$50.00) for the first offense, One Hundred Dollars (\$100.00) for the second
 7 offense, and Two Hundred and Fifty Dollars (\$250.00) for each subsequent offense, in
 8 accordance with the procedures of Division 3, Subtitle 28, Prince George's County Code.

9 (2) Notwithstanding Section 12-161.22 (b)(1) of this Division, a violation of Section
 10 12-161.16 (prohibited applications), of this Division shall constitute a civil violation subject to a
 11 civil fine of Five Hundred Dollars (\$500.00) for the first offense, One Thousand Dollars
 12 (\$1,000.00) for the second offense, and One Thousand Dollars (\$1,000.00) for each subsequent
 13 offense, in accordance with the procedures of Division 3, Subtitle 28, Prince George's County
 14 Code.

15 SECTION 3. BE IT FURTHER ENACTED that the provisions of this Act are hereby
 16 declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,
 17 sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of
 18 competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining
 19 words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this
 20 Act, since the same would have been enacted without the incorporation in this Act of any such
 21 invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection,
 22 or section.

23 SECTION 4. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)
 24 calendar days after it becomes law.

Adopted this _____ day of _____, 2020.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Todd M. Turner
Council Chair

ATTEST:

Donna J. Brown
Clerk of the Council

APPROVED:

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

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

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

* * * * *

City Council Agenda Item Report

Meeting Date: July 13, 2020

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section: MEETINGS

Subject:

Meetings

Suggested Action:

Attachments:

[meetings.pdf](#)

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

7/10/2020 12:37 PM



City Council Meetings & Work Sessions
July – August

Advisory Board Interview (Virtual)	Mon.	07/13	7:20 pm
Regular Meeting, (Virtual)	Mon.	07/13	8:00 pm
Advisory Board Interview, (Virtual)	Wed.	07/15	7:20 pm
Work Session – Economic Development/Recovery, (Virtual)	Wed.	07/15	8:00 pm
Work Session – Greenbelt NCOZ Zone, (Virtual)	Mon.	07/20	8:00 pm
Work Session – Four Cities – Berwyn Heights (Virtual)	Wed.	07/22	7:00 pm
Work Session – Capital Projects, (Virtual)	Mon.	07/27	8:00 pm
Work Session – City Manager Update, (Virtual)	Wed.	07/29	8:00 pm
Work Session – Civic Association, (Virtual)	Mon.	08/03	8:00 pm
Work Session – TBD, (Virtual)	Wed.	08/05	8:00 pm
Regular Meeting, (Virtual)	Mon.	08/10	8:00 pm
Work Session – TBD, (Virtual)	Wed.	08/12	8:00 pm
Work Session – TBD, (Virtual)	Mon.	08/17	8:00 pm
Work Session – TBD, (Virtual)	Wed.	08/19	8:00 pm
Work Session – TBD, (Virtual)	Mon.	08/24	8:00 pm
Work Session – TBD, (Virtual)	Wed.	08/26	8:00 pm
Work Session – TBD, (Virtual)	Mon.	08/31	8:00 pm

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

This schedule is subject to change. For confirmation, call 301-474-8000. Regular and Special meetings and Work Sessions are open to the public. If special accommodations are required for any disabled person, please call 301-474-8000 or 301-474-3870 no later than 10 a.m. on the meeting day. Deaf individuals are advised to use MD RELAY at 711 or e-mail banderson@greenbeltmd.gov to reach the City Clerk. 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. 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 on the meetings calendar.

Bonita Anderson, City Clerk

A NATIONAL HISTORIC LANDMARK

(301) 474-8000

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

MD RELAY 711

CITY OF GREENBELT, MARYLAND

25 Crescent Road, Greenbelt, MD 20770-1891

7/10/2020 12:37 PM

Ready to be scheduled:

BARC/BEP Meeting (include: Beltsville &
Vansville Associations, FAR-B, Congressman
Hoyer, etc.)
Roosevelt Center Owner
MARC Train Service/ MDOT
GHI – NCOZ/Arts & Entertainment District
Potential Bond Referendum/Capital Financing
Cemetery Plans
Forest Preserve/Community Gardens (Sept 9)
WSSC
Beltway Plaza (stakeholder) (Sept16)
State Highway Administration
Teleconferencing
Pepco
Board of Education – Facility Needs
University of Maryland (2020)
~~Civic Association (Aug)~~
Greenbelt Station Residents (postponed to be
rescheduled)
Bernard Penney (Memorial Donation in honor of
Leonie Penney)
Greenbelt Homes Inc. (Fall date)
Greenbelt Fair and Just Policing Act of 2020
Juneteenth

For later scheduling:

Zoning Enforcement
Parkway Apartment Owners/GHI (parking)
Northway Fields Master Plan
City Manager Updates (Jan, Pre-budget; July &
Sept/Oct)
Meeting with County on Transportation Plan
Hotels
Department of Permitting, Inspections &
Enforcement (DPIE)
Museum Plan
Apartments

City Council Agenda Item Report

Meeting Date: July 13, 2020

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section: MEETINGS

Subject:

Stakeholders

Suggested Action:

Attachments:

[Stakeholder Schedule.pdf](#)

Annual														
Advisory Group Chairs	3/16	2/17	7/18	7/19										
Franklin Park at Greenbelt Station Mgmt.	8/16	11/17	12/18	12/19										
Greenbelt East Advisory Coalition	3/16	7/17	3/19	6/20										
Greenbelt Homes, Inc.	6/16	7/17	7/18	7/19										
Greenbelt Station	8/19	12/19												
County Executive/ County Council	12/13	9/16	1/19											
Biennial														
Roosevelt Center Merchants	11/16	1/18	1/20											
Beltsville Ag. Research Center/ NPS Greenbelt Park	03/14	7/16	8/18											
	7/15	1/18	1/20											
Beltway Plaza	9/14	3/17												
Greenway Center	7/14	12/16	2/19											
Civic Associations	8/14	2/18												
NASA/GSFC	3/15	3/17	9/19											
PG Co. Economic Development Corp.	8/14	4/17	7/19											
School Board	2/16	5/17	10/18	3/19										
State Highway Administration	6/15	10/17												
Every Three Years														
Apartments	2/18													
Religious/Spiritual Organizations	3/13	6/15	6/19											
Greenbelt Watershed Groups	8/14	10/16	10/19											
Hotels														
University of Maryland	3/13	4/15												
Every Three Years or Major Issue														
Comcast	9/13	11/17												
Verizon	2/20													
PEPCO	9/14	1/17												
WSSC	12/12	9/16												
WGL														
Capital Office Park	12/12	1/16	9/19											
Other Business Parks:														
Maryland Trade Center														
Golden Triangle														
Hanover Parkway														
Belle Point														
Edmonston Road														
Hanover Parkway														

Roosevelt Center Owner	9/15													
WMATA/PGDPW&T (Semi-Annual)	11/16	9/17	11/18	1/20										
Other/As Needed														
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					
State's Attorney (4 years)	2/11	4/15	9/19											

(Rev. June 18, 2020)