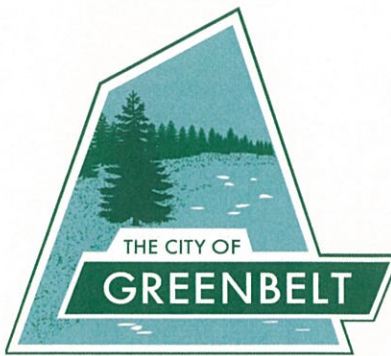




CITY COUNCIL AGENDA
Regular Meeting

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:

Join Zoom Meeting

<https://us02web.zoom.us/j/88529559868?pwd=cmNDdXpHQ3Jqa1lnQ3JhVlhacIE2UT09>

OR

Join By phone: (301) 715-8592

Meeting ID: 885 2955 9868

Passcode: 976964

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

Monday, July 12, 2021

8:00 PM

I. ORGANIZATION

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

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

II. COMMUNICATIONS

6. Presentations
- 6a. Parks 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.

[Proclamation.pdf](#)

7. Petitions and Requests
- *8. * Minutes of Council Meetings
Suggested Action:

Interview - June 16, 2021

[INT210616.pdf](#)

- 8a. Statement for the Record - Closed Session, June 21, 2021
Suggested Action:

Statement for the Record, June 21, 2021

Closed Session of June 21, 2021: The following motion is needed: In accordance with the General Provisions Article, Section 3-06(c)(2) of the Annotated Code of Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council met in closed session on Monday, June 21, 2021, at 8:12 p.m. virtual by zoom. Council held this closed meeting in accordance with Section 3-305(b)(1)(9) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland; 1) discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals; 2) to conduct collective bargaining negotiations or consider matters that relate to the negotiations.

The purpose of this meeting will be: 1) to discuss the current state of the Police Department; 2) to receive an update regarding the Collective Bargaining Negotiations.

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 during the first closed session: Todd Pounds, City Solicitor; Tim George, Assistant City Manager; Dawane Martinez, Human Resources Director; Rick Bowers, Police Chief; Captain Mark Sagan; Sergeant Michael Apgar; Officer. Carl Roberson; Lieutenant Tim White; Master Police Officer Jerry Potts; Sergeant Jermaine Gullledge and Bonita Anderson City Clerk.

The following staff members were in attendance during the second closed session : Todd Pounds, City Solicitor; Rick Bowers, Police Chief; Lieutenant Tim White; Bertha Gaymon, City Treasurer; Anne Marie Belton, Executive Associate; Stephen M. Silvestri, Jackson Lewis P.C. and Bonita Anderson.

[Closed Session Form 06.21.21.pdf](#)

9. Administrative Reports

*10. * Committee Reports

*10a.Parks and Recreation Advisory Board Report: Beltway Plaza Redevelopment:
Detailed Site Plan
Suggested Action:

It is recommended Council accept this report.

[PRAB Report 21-6 Beltway Plaza.pdf](#)

III. LEGISLATION

11. Amendment: An Ordinance to Adopt the General Fund, Building Capital Reserve Fund, Cemetery Fund, Debt Service Fund, Replacement Fund, Special Projects Fund, Green Ridge House Fund, Capital Projects Fund, Community Development

Block Grant Fund and Greenbelt West Infrastructure Fund Budgets for the City of Greenbelt, Maryland, to Appropriate Funds and Establish Real Estate and Personal Property Tax Rates for the Fiscal Year 2022 Beginning July 1, 2021 and Including June 30, 2022

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

Suggested Action:

Reference: Amended Ordinance

On June 7, 2021, Council adopted an ordinance to Adopt the General Fund, Building Capital Reserve Fund, Cemetery Fund, Debt Service Fund, Replacement Fund, Special Projects Fund, Green Ridge House Fund, Capital Projects Fund, Community Development Block Grant Fund, and Greenbelt West Infrastructure Fund Budgets for the City of Greenbelt, Maryland, to Appropriate Funds and Establish Real Estate and Personal Property Tax Rates for the Fiscal Year 2022 Beginning July 1, 2021, and including June 30, 2022.

However, an amendment to the original ordinance is necessary to address the inadvertent omission and clarification of appropriating the specific amounts for expenditures for the fiscal year beginning July 1, 2021, and including June 30, 2022, for 1) the Capital, Replacement Fund; 2) the Building Capital Reserve Fund; the Community Development Block Grant Fund for public infrastructure and human service projects and 4) the Capital, Replacement Fund Reserve for Equipment. Added information in italic.

Having approved the City Manager's proposed budget and introduced an ordinance to adopt the budget, appropriate funds, and establish tax rates for real and personal property for FY 2022, the amended ordinance now has all funds incorporated.

It is recommended that Council introduce the amended original ordinance, suspend the rules, and adopt the ordinance at this meeting.

Note: Per Council's Standing Rules, six (6) votes in the affirmative are needed in order to suspend the rules.

[Budget Ordinance - Amendment Revised 06 11 2021 to Todd 7-8-2021.pdf](#)

12. 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 - FY22

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.

It is recommended this resolution be introduced for first reading.

[Res Neg Purchase.pdf](#)

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

13. Resolution to Authorize the Negotiated Purchase of Replacement Interview Room Recording Equipment
- 1st Reading

Suggested Action:

Reference:

Resolution

Price Quote

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

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

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

It is recommended the resolution be introduced for first reading.

[Interview Room Replacement Resolution.pdf](#)

[Greenbelt PD Interview Room.pdf](#)

14. Resolution to Authorize the Negotiated Purchase of Replacement Radio and Telephone Recording Equipment
- 1st Reading

Suggested Action:

Reference:

Resolution

Price Quote

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

The Police and I.T. staff have researched and have identified the NICE Recorder as the most suitable weapon.

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

The FY 2022 budget includes \$18,600.00, for the purchase of the replacement recorder.

It is recommended the resolution be introduced for first reading.

[Recorder Replacement Resolution.pdf](#)

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

15. Reparations Referendum Resolution
- 1st Reading

Suggested Action:

Reference: Resolution

Mayor Byrd requested this item added to the agenda.

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

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

16. Fair and Just Policing Act
Suggested Action:

Mayor Byrd requested this item added to the agenda.

1st Reading

IV. OTHER BUSINESS

17 Juneteenth as Official City Holiday

Suggested Action:

Mayor Byrd requested this item added to the agenda.

The motion is to add Juneteenth to the City's list of paid holidays.

18. Marijuana Policy

Suggested Action:

Mayor Byrd requested this item added to the agenda.

The motion is to prohibit the City from disqualifying people from working with the City based on past marijuana use.

19. Police Department Collective Bargaining Agreement

Suggested Action:

Reference:

CBA Ratified by Fraternal Order of Police

CBA July 1, 2020 - June 30, 2021

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

At the November, 2005, City election, voters approved amending the City's charter to allow for collective bargaining between the City and non managerial sworn police personnel. In January, 2007, Council adopted a labor code following discussions between City and FOP representatives. In February, 2007, FOP Lodge 32 was designated as the exclusive bargaining representative for police officers and negotiations began immediately thereafter. The tenure of negotiations was professional and efficient.

If approved, the agreement will take effect July 1, 2021 and remain in effect for four (4) years. It provides an overall 20% pay increase over four years including cost of living and merit adjustments. The proposed pay increase is based on a growth in city revenue and includes returning missed step increases.

The agreement also expands the City's training program and provides several other

enhancements such as specialty pay to officers with special training or responsibilities. Many elements of the agreement lock in current practices regarding pay and benefit programs for the duration of the agreement.

Staff believes the agreement is fair and reasonable. It protects the City's management rights, while addressing the main issues of concern to the FOP. If the Resolution is approved at the July 12 meeting, members of both bargaining teams will sign the agreement.

Staff recommends the Resolution be introduced at this meeting.

[CBA changes as ratified by the Union to CC 6-28-21 4841-5293-4128 v.1.pdf](#)
[CBA July 1, 2020-- June 30, 2021.pdf](#)

20. Police Crime Report

Suggested Action:

On May 24th, Council adopted legislation establishing a bi-monthly public hearing on the City's crime statistics. Chief Bowers will present to Council the recent crime statistics.

21.

Greenbelt MML Legislative Action Requests (LAR)

Suggested Action:

Reference:

MML LAR Requests

2022 MML Legislative Request Form

MML is beginning to gear up for the 2022 legislative session and seeking Legislative Action Requests (LAR) from municipalities. The LAR form is now available and needs to be submitted by Friday, July 30, 2021. Up to three legislative solutions per municipality to municipal problems submitted through the LAR process will be considered by the MML legislative committee as a potential League priority.

[MML LAR Requests.pdf](#)

[2022 MML Legislative Request Form.pdf](#)

22. Council Activities

23. Council Reports

*24. * Resignation from Advisory Group

Suggested Action:

Reference: Letter - L. Whitmer
Letter - J. Gaebe
Email - L. Irwin

Lester Whitmer has submitted his resignation from the Parks and Recreation Advisory Board (PRAB).

Julie Gaebe has submitted her resignation from the Board of Elections (BoE).

Leeann Irwin has submitted her resignation from the Forest Preserve Advisory Board (FPAB).

Approval of this item on the consent agenda will indicate Council's intent to accept Mr. Whitmer, Ms. Gaebe, and Ms. Irwin resignation with regret.

***25. * Reappointments to Advisory Boards**
Suggested Action:

Reference: Surveys

Robert Zugby has indicated his willingness to continue to serve on the Ethics Commission (EC).

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

Warren Wilcox has indicated his willingness to continue to serve on the Senior Citizens Advisory Committee (SCAC).

Lawrence Hilliard has indicated his willingness to continue to serve on the Greenbelt Advisory Committee on Environmental Sustainability (Green ACES).

Sieglinde Peterson has indicated her willingness to continue to serve on the Ethics Commission (EC).

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

V. MEETINGS

Meetings

Suggested Action:

[meetings.pdf](#)

Stakeholders

[Stakeholder Schedule.pdf](#)

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Greg Varda

Submitting Department: Recreation

Item Type: Proclamation

Agenda Section: COMMUNICATIONS

Subject:

Parks 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:

Proclamation.pdf

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; and

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 A. Byrd, by the authority vested in me by the citizens and City Council of Greenbelt, do hereby proclaim the month of July 2021 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 12th day of July 2021.

COLIN A. BYRD, Mayor

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: COMMUNICATIONS

Agenda Section: COMMUNICATIONS

Subject:

Statement for the Record - Closed Session, June 21, 2021

Suggested Action:

Statement for the Record, June 21, 2021

Closed Session of June 21, 2021: The following motion is needed: In accordance with the General Provisions Article, Section 3-06(c)(2) of the Annotated Code of Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council met in closed session on Monday, June 21, 2021, at 8:12 p.m. virtual by zoom. Council held this closed meeting in accordance with Section 3-305(b)(1)(9) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland; 1) discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals; 2) to conduct collective bargaining negotiations or consider matters that relate to the negotiations.

The purpose of this meeting will be: 1) to discuss the current state of the Police Department; 2) to receive an update regarding the Collective Bargaining Negotiations.

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 during the first closed session: Todd Pounds,

City Solicitor; Tim George, Assistant City Manager; Dawane Martinez, Human Resources Director; Rick Bowers, Police Chief; Captain Mark Sagan; Sergeant Michael Apgar; Officer. Carl Roberson; Lieutenant Tim White; Master Police Officer Jerry Potts; Sergeant Jermaine Gullledge and Bonita Anderson City Clerk.

The following staff members were in attendance during the second closed session : Todd Pounds, City Solicitor; Rick Bowers, Police Chief; Lieutenant Tim White; Bertha Gaymon, City Treasurer; Anne Marie Belton, Executive Associate; Stephen M. Silvestri, Jackson Lewis P.C. and Bonita Anderson.

Attachments:

[Closed Session Form 06.21.21.pdf](#)

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

Date: 06/21/2021 Time: 8:00 pm Location: Virtual via Zoom

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

Members voting to close meeting:

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

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

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

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

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

§3-305(b) (1) To discuss the current state of the Police Department.

§3-305(b) (9) To receive update regarding the Collective Bargaining Negotiations.

§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: ☒ BYRD; ☒ DAVIS; ☒ JORDAN;
☒ MACH; ☒ POPE; ☒ PUTENS; ☒ ROBERTS

STAFF/OTHERS PRESENT:

Todd Pounds, City Solicitor; Tim George, Assistant City Manager; Bertha Gaymon, City
Treasurer; Dawane Martinez, Human Resources Director; Anne Marie Belton, Executive
Associate; Rick Bowers, Police Chief; Captain Mark Sagan; Sergeant Michael Apgar; Ofc.
Carl Roberson; Lieutenant Tim White; MPO Jerry Potts; Sergeant Jermaine Gullledge;
and Bonita Anderson City Clerk.

Other individuals in attendance: Stephen M. Silvestri, Jackson Lewis P.C.

TOPICS DISCUSSED:

The current state of the Police Department and status update of the Collective
Bargaining Agreement Negotiations.

ACTION(S) TAKEN (IF ANY) AND RECORDED VOTES: None

TIME CLOSED SESSION ADJOURNED: 10:26 PM

PLACE OF CLOSED SESSION: Virtual via Zoom

PURPOSE OF CLOSED SESSION: 1) To discuss the current state of the Police Department; 2)
to receive update regarding the Collective Bargaining Negotiations.

STATUTORY AUTHORITY FOR THE CLOSED SESSION: §3-305(b) (1); (9); () 1) To discuss the
appointment, employment, assignment, promotion, discipline, demotion, compensation,
removal, resignation, or performance evaluation of appointees, employees, or officials
over whom this public body has jurisdiction; any other personnel matter that affects
one or more specific individuals; 2) To conduct collective bargaining negotiations or
consider matters that relate to the negotiations.

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

SIGNATURE OF PRESIDING OFFICER: Colin Byrd

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Molly Porter

Submitting Department:

Item Type: Board and Committee Reports

Agenda Section: COMMUNICATIONS

Subject:

Parks and Recreation Advisory Board Report: Beltway Plaza Redevelopment: Detailed Site Plan

Suggested Action:

It is recommended Council accept this report.

Attachments:

[PRAB Report 21-6 Beltway Plaza.pdf](#)

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

Subject: Beltway Plaza Redevelopment: Detailed Site Plan Presentation

Background: PRAB received an updated presentation on the Detailed Site Plan (DSP) for Beltway Plaza at the regular meeting on June 16, 2021, discussing the updated Phase 1 scope. PRAB provided comments and feedback during the presentation and would like to provide Council with the comments below, including some reiterated comments from previous presentations.

Comments and Feedback for DSP Changes:

- There were several amenities removed/replaced from the outdoor spaces in the northeastern section of the site. A playground/tot lot and community garden were removed and were replaced with a tiered plaza and an orchard park, respectively. PRAB believes that the play space should be reintroduced to the plan and are concerned with the maintenance required for the fruit-bearing trees and the surrounding grounds.
- There was discussion of providing funds to update/upgrade the existing playground on Breezewood Drive, east of Greenbelt Middle School. This would be a welcome upgrade to the area, but PRAB believes that it would be preferable to readd a playground/tot lot within the site.
- The dog park, while it includes water, seems too small (.06 acres) to accommodate the likely number of dogs in the residential buildings.
- The indoor recreation facility should be ready by the completion of the 700th unit (the first phase is comprised of 750 units total). The proposal should provide specific information about the proposed indoor space provided to the Recreation Department, including the proposed lease agreement, design, maintenance, operations, revenue and financial responsibility, staffing and liability concerns.

PRAB also emphasizes these previously shared comments and concerns:

- The 27,000 sq. ft. indoor recreation facility continues to be a welcome addition to the amenities in this part of Greenbelt and should increase programming opportunities for the Recreation Department.
- Encourage \$1 million to support renovation of existing Recreation facilities, and to provide for equipment and staffing (PRAB believes that no funds have been proposed for this purpose).
- Overall access equity of recreation amenities (indoor and outdoor) when considering the increase in population that comes with this redevelopment plan.
- Increased population and the impact on already overcrowded schools, traffic, public safety and the overall impact on the existing community when adding the additional residential units.

We continue to understand and appreciate that Beltway Plaza requires redevelopment in order to be a viable space moving forward—we just ask that the impacts to the existing community and City services be taken into consideration at each step in the planning process and in each phase of the project, since each phase has an independent planning and approval process.

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

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by:

Submitting Department: Finance

Item Type: Ordinance

Agenda Section: LEGISLATION

Subject:

Amendment: An Ordinance to Adopt the General Fund, Building Capital Reserve Fund, Cemetery Fund, Debt Service Fund, Replacement Fund, Special Projects Fund, Green Ridge House Fund, Capital Projects Fund, Community Development Block Grant Fund and Greenbelt West Infrastructure Fund Budgets for the City of Greenbelt, Maryland, to Appropriate Funds and Establish Real Estate and Personal Property Tax Rates for the Fiscal Year 2022 Beginning July 1, 2021 and Including June 30, 2022

- 1st Reading, Suspension of the Rules

- 2nd Reading, Adoption

Suggested Action:

Reference: Amended Ordinance

On June 7, 2021, Council adopted an ordinance to Adopt the General Fund, Building Capital Reserve Fund, Cemetery Fund, Debt Service Fund, Replacement Fund, Special Projects Fund, Green Ridge House Fund, Capital Projects Fund, Community Development Block Grant Fund, and Greenbelt West Infrastructure Fund Budgets for the City of Greenbelt, Maryland, to Appropriate Funds and Establish Real Estate and Personal Property Tax Rates for the Fiscal Year 2022 Beginning July 1, 2021, and including June 30, 2022.

However, an amendment to the original ordinance is necessary to address the inadvertent omission and clarification of appropriating the specific amounts for expenditures for the fiscal year beginning July 1, 2021, and including June 30, 2022, for 1) the Capital, Replacement Fund; 2) the Building Capital Reserve Fund; the Community Development Block Grant Fund for public infrastructure and human service projects and 4) the Capital, Replacement Fund Reserve for Equipment. Added information in italic.

Having approved the City Manager's proposed budget and introduced an ordinance to adopt the budget, appropriate funds, and establish tax rates for real and personal property for FY 2022, the amended ordinance now has all funds incorporated.

It is recommended that Council introduce the amended original ordinance, suspend the rules, and adopt the ordinance at this meeting.

Note: Per Council's Standing Rules, six (6) votes in the affirmative are needed in order to suspend the rules.

Attachments:

Budget Ordinance - Amendment Revised 06 11 2021 to Todd 7-8-2021.pdf

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

ORDINANCE NUMBER XXXX

AN ORDINANCE TO ADOPT THE GENERAL FUND, BUILDING CAPITAL RESERVE FUND, CEMETERY FUND, DEBT SERVICE FUND, REPLACEMENT FUND, SPECIAL PROJECTS FUND, GREEN RIDGE HOUSE FUND, CAPITAL PROJECTS FUND, COMMUNITY DEVELOPMENT BLOCK GRANT FUND, AND GREENBELT WEST INFRASTRUCTURE FUND BUDGETS FOR THE CITY OF GREENBELT, MARYLAND, TO APPROPRIATE FUNDS AND ESTABLISH REAL ESTATE AND PERSONAL PROPERTY TAX RATES FOR THE FISCAL YEAR 2022, BEGINNING JULY 1, 2021, AND INCLUDING JUNE 30, 2022

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

SECT. I. That the following budgets, as revised and approved by Council for the General Fund, Building Capital Reserve Fund, Cemetery Fund, Debt Service Fund, Replacement Fund, Special Projects Fund, Green Ridge House Fund, Capital Projects Fund, Community Development Block Grant Fund, and Greenbelt West Infrastructure Fund Budgets be and the same are hereby adopted at the fund level for the City of Greenbelt, Maryland, for the fiscal year 2022, beginning July 1, 2021, and including June 30, 2022.

SECT. II. BUILDING CAPITAL RESERVE FUND

- A. That the following amount shall be and hereby is appropriated for expenditures herein shown for the fiscal year beginning July 1, 2021, and including June 30, 2022, for the Building Capital Reserve Fund:

	<u>Approved Budget and Appropriation</u>
<i>For the purchase of new or replacement capital items for City facilities</i>	\$759,400

- B. That the following funds and receipts are, in the considered judgment of the City Council, a fair appraisal and estimate of the resources available to finance this budget and these appropriations for the fiscal year beginning July 1, 2021, and including June 30, 2022:

Fund balance as of July 1, 2021	\$636,604
State Grant	50,000
Interest	1,000
Fund Transfer	550,000

TOTAL FUNDS AVAILABLE	\$1,237,604
------------------------------	--------------------

SECT. III. REPLACEMENT FUND

- A. That the following amount shall be and hereby is appropriated for expenditures herein shown for the fiscal year beginning July 1, 2021, and including June 30, 2022, for the Replacement Fund:

	<u>Approved Budget and Appropriation</u>
For the purchase of new equipment using established replacement reserves for the replacement of equipment	\$448,800

- B. That the following funds and receipts are, in the considered judgment of the City Council, a fair appraisal and estimate of the resources available to finance this budget and these appropriations for the fiscal year beginning July 1, 2021, and including June 30, 2022:

	<u>Approved Budget and Appropriation</u>
Replacement reserves as of July 1, 2021	\$754,697
Interest	400
Insurance proceeds	10,000
Funds appropriated in the General Fund for transfer to Replacement Fund reserves for equipment	300,000
TOTAL FUNDS AVAILABLE	\$1,065,097

SECT. IV. CAPITAL PROJECTS FUND

- A. That the following amount shall be and hereby is appropriated for expenditures herein shown for the fiscal year beginning July 1, 2021, and including June 30, 2022, for the Capital Projects Fund:

	<u>Approved Budget and Appropriation</u>
<i>For the projects in the fiscal year beginning July 1, 2021 and ending June 30, 2022.</i>	\$2,023,100

- B. That the following funds and receipts are, in the considered judgment of the City Council, a fair appraisal and estimate of the resources available to finance this budget and these appropriations for the fiscal year beginning July 1, 2021, and including June 30, 2022:

	<u>Approved Budget and Appropriation</u>
Fund balance as of July 1, 2021	\$970,870
State and county grants	592,500
Interest and other miscellaneous revenue	76,100
<i>Interfund transfer from General Fund</i>	<i>805,000</i>
TOTAL FUNDS AVAILABLE	\$2,444,470

SECT. V. COMMUNITY DEVELOPMENT BLOCK GRANT FUND

- A. That the following amounts shall be and hereby are appropriated for expenditures herein shown for the fiscal year beginning July 1, 2021, and including June 30, 2022, for the Community Development Block Grant Fund:

**Approved Budget
and Appropriation**

For public infrastructure and human service projects **\$194,000**

- B. That the following funds and receipts are, in the considered judgment of the City Council, a fair appraisal and estimate of the resources available to finance this budget and these appropriations for the fiscal year beginning July 1, 2021, and including June 30, 2022:

**Approved Budget
and Appropriation**

Federal grants **\$194,000**
TOTAL FUNDS AVAILABLE \$194,000

BE IT FURTHER ORDAINED that this ordinance shall become effective July 1, 2021.

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of June 7, 2021.

Colin Byrd, Mayor

ATTEST:

Bonita Anderson, City Clerk

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Bonita Anderson

Submitting Department: Finance

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 - FY22

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.

It is recommended this resolution be introduced for first reading.

Attachments:

Resolution.pdf

Negotiated Purchase List-FY22 - Final to Council 7-9-2021.pdf

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

RESOLUTION NUMBER XXXX

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

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

WHEREAS, the purchases of certain goods and services from certain vendors during Fiscal Year 2022 individually may cost less than \$10,000 but will in the aggregate exceed \$10,000 for the year; and

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

WHEREAS, monies for these goods and services have already been approved by the City Council in the Fiscal Year 2022 budget; and

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

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

- See Attachment -

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

Colin A Byrd, Mayor

ATTEST:

Bonita Anderson, City Clerk

City of Greenbelt, Maryland

Recommended Vendors for Negotiated Purchase - FY 2022

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

City of Greenbelt, Maryland
Recommended Vendors for Negotiated Purchase - FY 2022

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

City of Greenbelt, Maryland

Recommended Vendors for Negotiated Purchase - FY 2022

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

City of Greenbelt, Maryland
Recommended Vendors for Negotiated Purchase - FY 2022

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

City of Greenbelt, Maryland

Recommended Vendors for Negotiated Purchase - FY 2022

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

City of Greenbelt, Maryland
Recommended Vendors for Negotiated Purchase - FY 2022

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

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Tim White

Submitting Department: Greenbelt Police

Item Type: LEGISLATION

Agenda Section: LEGISLATION

Subject:

Resolution to Authorize the Negotiated Purchase of Replacement Interview Room Recording Equipment
- 1st Reading

Suggested Action:

Reference:

Resolution

Price Quote

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

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

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

It is recommended the resolution be introduced for first reading.

Attachments:

[Interview Room Replacement Resolution.pdf](#)

[Greenbelt PD Interview Room.pdf](#)

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

RESOLUTION NUMBER XXXX

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

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

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

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

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

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

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

Colin A. Byrd
Mayor

ATTEST:

Bonita Anderson, City Clerk



AXON

Greenbelt Police Dept. - MD

AXON SALES REPRESENTATIVE

Raleigh Edwards

4809052067

redwards@axon.com

ISSUED

6/24/2021

Q-274739-44371.637RE

1

38

36



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

Q-274739-44371.637RE

Issued: 06/24/2021

Quote Expiration: 07/02/2021

Account Number: 108106

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

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

BILL TO

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

SALES REPRESENTATIVE

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

PRIMARY CONTACT

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

Year 1

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

Q-274739-44371.637RE

2

Protect Life.

39

37

Year 2

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

Year 3

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

Year 4

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

Year 4 (Continued)

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

Year 5

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

Grand Total 50,818.00

Summary of Payments

Payment	Amount (USD)
Year 1	24,818.00
Year 2	6,500.00
Year 3	6,500.00
Year 4	6,500.00
Year 5	6,500.00
Grand Total	50,818.00

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Interview Recording Platform

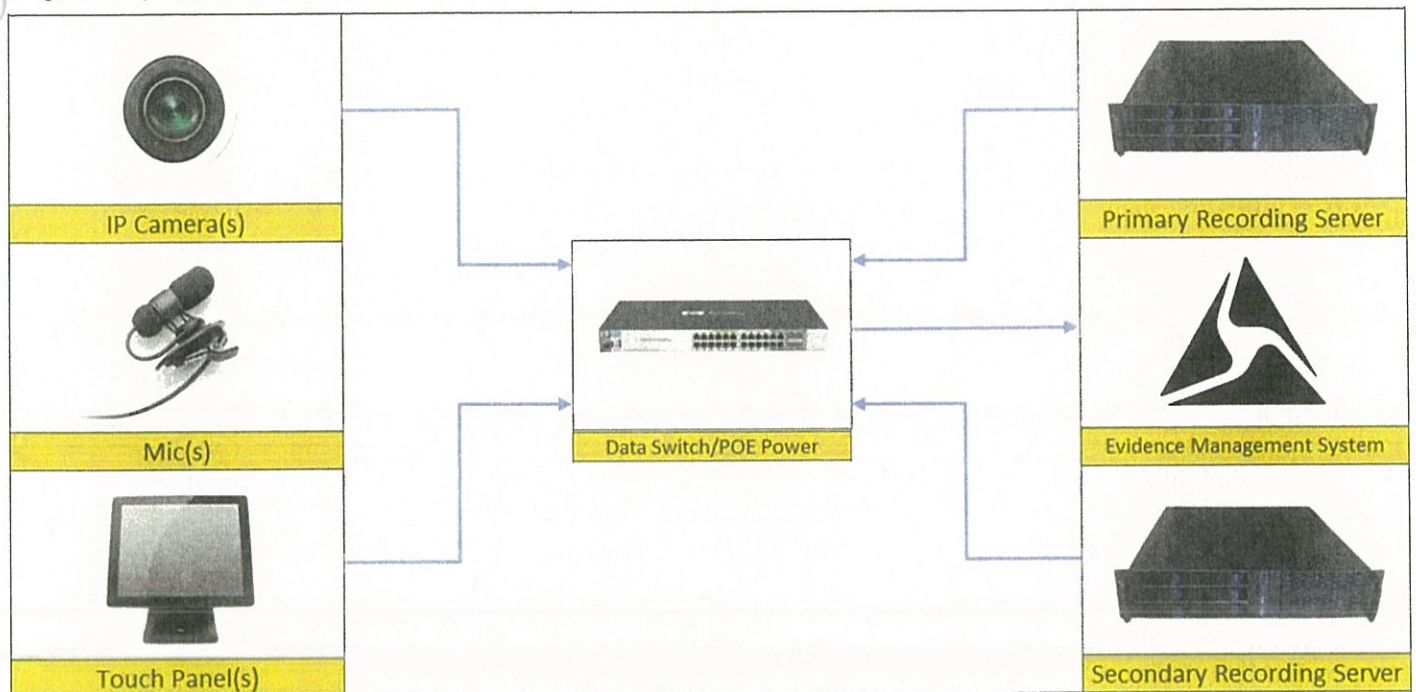
This document details a proposed system design

Agency Created For: Greenbelt Police Dept. - MD

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

AXON INTERVIEW RECORDING PLATFORM

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



AXON-PROVIDED HARDWARE SUMMARY

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

Total Camera Configurations

		<u>Locations</u>	<u># Rooms</u>
4	Camera(s)	HQ	2
0	Covert Enclosure(s)		
4	Microphone(s)		
	Injector(s)		

Total Switches

1	POE Switch(es)
---	----------------

Total Servers

2	Server(s) (customer-provided included)
---	--

Total Touch Panels

2	Touch Panel(s) (virtual not included)
0	Wall Mount(s)

Total Camera Configurations

0	I/O Box(es)
---	-------------

INTERVIEW ROOM OVERVIEW

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

Network Considerations

Network Requirements	Each IP Camera will be connected to a POE switch that provides the device with power and network connectivity.		
	Each Recording Server must be given a static IPv4 network address that is routable across the network.		
	Each IP Camera must be given a static IPv4 network address that is routable across the network.		
	Each touch panel/kiosk must be given a static IPv4 network address that is routable across the network.		
Network Addressing	Network Device	Static IPs	Total IPs
	Qty of IP Cameras	4	8
	Qty of Touch Panels	2	
	Qty of Recording Servers	2	
Data Switch Provisioning	This install will require POE data switches at each location.		
Virtual Kiosks	1 workstations will require virtual kiosk software to be installed.		
Customer Provided Items	Customer to provide all device IP addresses Customer to also provide: • Subnet Mask • Gateway IP • DNS/WINS IP • Time Server IP		
	Customer IT staff will configure all switches with proper network configuration.		

Metadata Tags

Metadata Tagging	The system will collect metadata information prior to, and after, the interview recording process (i.e. Interviewer Name, Interviewee Name, Case Number).
Metadata Tags	Information collected prior to recording: • Interviewee first and last name • Case number • Case type • Interviewee type
	Information collected post recording: • Interviewer name(s)
Customer Provided Items	Customer to provide preferred metadata fields.
Axon Provided Items	Axon to facilitate the creation of metadata fields.

NETWORK CONFIGURATION DETAILS

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

Network Configuration Details

Evidence Management System	Evidence.com
Application Features	Network Applications: • Remote monitoring application Evidence.com Application Features: • Secure Cloud Storage • Redaction • Download/Sharing • Audit Trail • Reporting

Training

Application Package	This solution will include on-site application training covering: • Touch panel overview • Initiating interview wizard • Entering metadata • Controlling the interview process • Closing an interview • Evidence.com functionality
----------------------------	---

Additional General Deal Notes

Notes	2 rooms, 2 cameras in each room Computer Activation Axon Install Servers provided by Axon POE provided by agency
--------------	---

LOCATION DETAILS: HQ

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

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

Cable Considerations

Cabling Runs	Axon Professional Services will install the networking cables using a Cat6e Cable.	
	9	cable runs are required for this installation.
	7	110v power outlets are required for this installation (Customer Responsibility).
Cabling Requirements	All Devices: Network cabling must be provided for the following devices: • Axis IP Camera • Server • Touch Panel or PC running a virtual Touch Panel • POE Switch	

Servers, Switches, Touch Panels

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

Additional Location Notes

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

ROOM DETAILS: Interview Room 1

The following sections detail the configurations specific to INTERVIEW ROOM 1

Location Name	HQ
Room Name	Interview Room 1

Camera Configuration

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

Additional Location Notes

Notes	Computer activation 2 Overt Cameras
--------------	--

ROOM DETAILS: Interview Room 2

The following sections detail the configurations specific to INTERVIEW ROOM 2

Location Name	HQ
Room Name	Interview Room 2

Camera Configuration

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

Additional Location Notes

Notes	Computer activation 2 Overt Cameras
--------------	--

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

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

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

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

Axon's Sales Terms and Conditions

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

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

Please sign and email to Raleigh Edwards at redwards@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract#: Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Tim White

Submitting Department: Greenbelt Police

Item Type: LEGISLATION

Agenda Section: LEGISLATION

Subject:

Resolution to Authorize the Negotiated Purchase of Replacement Radio and Telephone
Recording Equipment
- 1st Reading

Suggested Action:

Reference:

Resolution

Price Quote

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

The Police and I.T. staff have researched and have identified the NICE Recorder as the most suitable weapon.

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

The FY 2022 budget includes \$18,600.00, for the purchase of the replacement recorder.

It is recommended the resolution be introduced for first reading.

Attachments:

[Recorder Replacement Resolution.pdf](#)

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

RESOLUTION NUMBER XXXX

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

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

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

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

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

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

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

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

Colin A. Byrd,
Mayor

ATTEST:

Bonita Anderson, City Clerk



Applied Digital Solutions Inc.

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

Prepared For:

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

Prepared By:

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

502-253-0134

Scope of proposed solution:

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

Includes: Monitor, Reconstruction, Verify, and Redaction.

4U Chassis with Win Server 2016.

Two years of ADS software assurance.

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

Installation and Training included.

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

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

Terms and Conditions:

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

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

SubTotal	\$18,300.20
Tax	\$0.00
Shipping	\$200.00
TOTAL	\$18,500.20

Accepted by: _____ Date: _____ PO: _____

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: LEGISLATION

Agenda Section: LEGISLATION

Subject:

Reparations Referendum Resolution

- 1st Reading

Suggested Action:

Reference: Resolution

Mayor Byrd requested this item added to the agenda.

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

Attachments:

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

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

RESOLUTION NUMBER XXXX

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

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

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

The City Council of the City of Greenbelt:

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

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

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

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

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

Colin A. Byrd, Mayor

ATTEST:

Bonita Anderson, City Clerk

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: LEGISLATION

Agenda Section: LEGISLATION

Subject:

Fair and Just Policing Act

Suggested Action:

Mayor Byrd requested this item added to the agenda.

1st Reading

Attachments:

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

Juneteenth as Official City Holiday

Suggested Action:

Mayor Byrd requested this item added to the agenda.

The motion is to add Juneteenth to the City's list of paid holidays.

Attachments:

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

Marijuana Policy

Suggested Action:

Mayor Byrd requested this item added to the agenda.

The motion is to prohibit the City from disqualifying people from working with the City based on past marijuana use.

Attachments:

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Richard Bowers

Submitting Department: Greenbelt Police

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

Police Department Collective Bargaining Agreement

Suggested Action:

Reference:

CBA Ratified by Fraternal Order of Police

CBA July 1, 2020 - June 30, 2021

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

At the November, 2005, City election, voters approved amending the City's charter to allow for collective bargaining between the City and non managerial sworn police personnel. In January, 2007, Council adopted a labor code following discussions between City and FOP representatives. In February, 2007, FOP Lodge 32 was designated as the exclusive bargaining representative for police officers and negotiations began immediately thereafter. The tenure of negotiations was professional and efficient.

If approved, the agreement will take effect July 1, 2021 and remain in effect for four (4) years. It provides an overall 20% pay increase over four years including cost of living and merit adjustments. The proposed pay increase is based on a growth in city revenue and includes returning missed step increases.

The agreement also expands the City's training program and provides several other enhancements such as specialty pay to officers with special training or responsibilities. Many elements of the agreement lock in current practices regarding pay and benefit programs for the duration of the agreement.

Staff believes the agreement is fair and reasonable. It protects the City's management rights, while addressing the main issues of concern to the FOP. If the Resolution is approved at the July 12 meeting, members of both bargaining teams will sign the agreement.

Staff recommends the Resolution be introduced at this meeting.

Attachments:

CBA changes as ratified by the Union to CC 6-28-21 4841-5293-4128 v.1.pdf

CBA July 1, 2020-- June 30, 2021.pdf

City of Greenbelt

and

Fraternal Order of Police Lodge No. 32

Changes to the Current Collective
Bargaining Agreement Ratified by the
Members of Lodge 32 June 28, 2021

A. ECONOMICS

1. COLA

Article 7, Compensation

7.1 (a) *Revise language:*

Current:

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.

Proposed:

The City and the Union agree to maintain a separate Pay Plan for Employees. The City has enacted a 2% Cost of Living increase effective retroactive to July 1, 2020 for all employees including the bargaining unit. The City has already increased the pay rates for the bargaining unit effective March 19, 2021, and it is in the process of calculating and paying the retroactive amounts to the bargaining unit.

TA 5-10-21

2. Duration of the Agreement

Duration of Agreement - 4 years, effective July 1, 2021 – June 30, 2025

3. Pay Raises

Year 1 7/2021

Existing step (3%)

2% cola

18th step for MPO, Corporal and Sergeant –

Year 2 7/2022

Existing Step (3%)

19th step for MPO, Corporal and Sergeant –

-COLA in the same amount as funded for all city employees.

And If City total assessment of real property values net abatement rise 4.0% or more for that Fiscal Year:

Adjustment of one step for those listed on Attachment 1 hereto (skipped 1 step); and

Year 3 7/2023

Existing step (3%)

20th Step for MPO Corporal and Sergeant

COLA in the same amount as funded for all city employees.

And

If City total assessment of real property values net abatement rise 4.0% or more for that Fiscal Year:

Adjustment of one step for those listed on Attachment 2 hereto (skipped 2 steps) and

Year 4. 7/2024

Existing step – (3%)

COLA in the same amount as funded for all city employees.

And

If City total assessment of real property values net abatement rise 4.0% or more for that Fiscal Year.

Adjustment for those listed on Attachment 2 (skipped 3 steps)

4. Tuition Assistance

Article 16, Tuition Assistance (Page 23)

Increase the number of credits from 6 to 18 as long as it does not exceed the cost of \$20,000 per year cumulatively for all Employees participating:

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

4-26-21 City Response= Cap is retained. City Agrees to add the following:

The preceding reimbursement section shall not apply to an Employee that retires on a disability retirement as determined by LEOPS

5. Specialty Pay – Section 9.10

Increase Specialty Pay to \$750.00 per specialty for the first 2 awards and the third will be handled as is currently done. No change to the cap of the amounts paid out to the bargaining unit (\$33,000) each year

6. **FTO Pay – Section 9.6**

Increase FTO Pay to \$75.00 per day

7. **Fitness Indicator Test- Monetary Awards.** The City will increase the monetary awards for achievement of scores on the fitness indicator test per the attached award sheet. This sheet will not be attached to the CBA, but it will remain in effect for the duration of the Agreement.

8. **Change in on call pay.** The current on call pay arrangements, process and payments are eliminated in their entirety. For this agreement the following will replace the current on call pay terms:

\$20 per day for the primary detective on duty as scheduled by the SOD commander or designee.

\$10 per day for the back up on call detective as scheduled by the SOD Commander or designee.

10 per day for the primary evidence officer as scheduled by the SOD Commander or designee.

\$5 per day for any other unit as determined by the Chief of Police

B. LANGUAGE

1. Article 1, Section 1.3 Probationary Employees

a. Strike from the section:

City Response 5-10-21

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 of Police Officer and commensurate with their experience level not to exceed Grade 10 and shall serve a probationary period between 6 and 12 months from the date they are first employed by the Police Department which shall be at the discretion of the City.

2. Article 5, Section 5.2 Uniform Patrol Division (Triangle shift plan) (Page 7 and Exhibit B)

a. Add the following:

(a) Triangle Shift Plan. Except as provided in this Section, employees assigned to the Uniformed Patrol Division shall work the triangle shift plan. In this plan, scheduled shift work days are 8.5 hours long. On a weekly basis, Employees shall work either 34 hours or 42.5 hours. On a biweekly basis, an Employee shall work between 68 hours and 85 hours. In no event will an officer be regularly scheduled to work in excess of 170 hours in a 28-day work period. For the entire 32-week shift rotation cycle, police officers work an average of 39.8 hours a week.

(b) The following rules shall apply for the accounting of time Employees participating in the triangle shift plans.

1. For the purpose of accounting for payment of overtime as set forth by the requirements of the Fair Labor Standards Act, the designated work period for Employees shall be 28 days.
2. An Employee who works scheduled shift days or takes approved leave shall be paid a base pay computed on the basis of 80 hours of work for each pay period.
3. If an Employee works hours in excess of the regular shift schedule hours, the Employee shall be paid overtime at a rate of 1.5 times the regular hourly rate for the excess hours.
4. If an Employee is absent without approved leave, the officer's pay shall be reduced from 80 hours by the number of hours of unauthorized absence from scheduled work.
5. An Employee who takes approved annual or sick leave shall have his/her accumulated annual or sick leave reduced by the number of scheduled work hours the employee is absent from work.

6. If an Employee terminates employment, payroll accounting shall make a determination as to whether any adjustment in final pay is required to reflect actual hours worked up to that point in the shift schedule.
7. The workday shall include a paid meal period which must be taken within the regular scheduled shift hours. Employees participating in such meal period shall be in on duty status and subject to immediate call as determined by the demand for police service.
8. Other Employees assigned to Uniform Patrol Division who are not working in a triangle plan shall continue current practice with respect to scheduling and over time.

(c) During this Agreement, The Department and the Union shall have the right to meet to discuss proposed alternative schedules to the current Triangle Shift Plan. Any changes to the Triangle Shift Plan shall be agreed upon by both parties prior to implementation.

Add the following to this Section:

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

3. GO's – No changes.

4. LEOBR Article 18

Delete all language pertaining to provisions in excess of LEOBR as currently enacted. The intent of this change is to allow only for such Rights as are currently in state law and those changes which are enacted into law by the Maryland Legislature and signed by the Governor/ or where the Legislature has overridden the Governor's veto at any time during the term of this Agreement.

Changes as follows:

When LEOBR is mentioned in the Agreement, it shall be understood that the reference is to the current law and those changes in such law which are enacted into law by the Maryland Legislature and either signed by the Governor, or becomes law as a result of the Legislature overriding the Governor's veto at any time during the term of this Agreement.

Article 30 Miscellaneous

Delete provisions relating to restrictions on use of recording or audits of body cameras.

4841-5293-4128, v. 1

**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 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

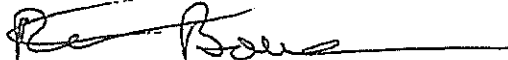
- (a) **Body Cameras:** Subject to the provisions of this paragraph, the Department will not use body camera recordings to initiate an individualized investigation without consent of the Chief. However, if the Department initiates an investigation as a result of information other than a body camera recording, 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



TEAM MEMBER

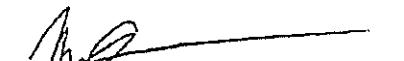


TEAM MEMBER

TEAM MEMBER

TEAM MEMBER

FOR THE UNION:



PRESIDENT

 (Vice President)

VICE PRESIDENT

 (KAISER)

TEAM MEMBER

 (HAWKINS-GRANATI)

TEAM MEMBER

 (Roberson)

TEAM MEMBER

TEAM MEMBER

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Richard Bowers

Submitting Department: Greenbelt Police

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

Police Crime Report

Suggested Action:

On May 24th, Council adopted legislation establishing a bi-monthly public hearing on the City's crime statistics. Chief Bowers will present to Council the recent crime statistics.

Attachments:

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

Greenbelt MML Legislative Action Requests (LAR)

Suggested Action:

MML is beginning to gear up for the 2022 legislative session and seeking Legislative Action Requests (LAR) from municipalities. The LAR form is now available and needs to be submitted by Friday, July 30, 2021. Up to three legislative solutions per municipality to municipal problems submitted through the LAR process will be considered by the MML legislative committee as a potential League priority.

Attachments:

[MML LAR Requests.pdf](#)

[2022 MML Legislative Request Form.pdf](#)

Greenbelt MML LAR Items

MML is beginning to gear up for the 2022 legislative session and seeking Legislative Action Requests (LAR) from municipalities. The LAR form, attached, is now available and needs to be submitted by Friday, July 30, 2021. Up to three legislative solutions to municipal problems submitted through the LAR process will be considered by the MML legislative committee as a potential League priority.

Per MML, please remember that each municipality is limited to up to three legislative requests and each LAR must be verified and signed by a representative of the municipality prior to submission showing each LAR was approved/endorsed at a meeting of the jurisdiction submitting the LAR.

Listed below are our LAR submissions over the last several years.

2021

Housing Discrimination

Summary: Pass legislation to prohibit housing discrimination based on source of income. Specifically, discriminatory practices in residential real estate transactions and the sale or rental of a dwelling because of a person's source of income (government or private assistance, self-employment, etc.)

Electric Vehicle Infrastructure

Summary: Consumers and fleets hesitate to purchase/utilize electric vehicles due to a lack of convenient charging stations. Providing funding for electric vehicle infrastructure - in particular fast charging stations, would encourage additional electric vehicle purchases and usage.

2020

Municipal Revenue Source Options

Summary: Many municipalities are too reliant on Property Tax revises and need additional options to generate revenues. Request seeks legislation to provide additional revenue sources for municipalities in addition to property taxes. This could include a local option sales tax, a share of online sales taxes or other sources. This could be done through enabling legislation of revenue sharing.

Electric Vehicle Infrastructure

Summary: Consumers and fleets hesitate to purchase/utilize electric vehicles due to a lack of convenient charging stations. Providing funding for electric vehicle infrastructure - in particular fast charging stations, would encourage additional electric vehicle purchases and usage.

Ban Single Use Plastics

Summary: There is too much plastic in the waste stream and in the environment, particularly in our waterways. This request seeks legislation to ban single-use plastics such as bags, straws, coffee stirrs, single use bottles, etc.

2019

Municipal Revenue Share of Online Sales

Summary: Request seeks legislation to provide additional revenue sources for municipalities by sharing sales tax revenues from online sales, through enabling legislation of revenue sharing. This request is consistent with a (recent) Supreme Court decision, tax online sales and provide a municipal share of this revenue.

Oversight of Tree Canopy Maintenance

Summary: Power companies engage in vegetation management practices which can negatively impact the health and appearance of the tree canopy in our communities. Provide local governments with more authority over vegetation management by electric companies.

Prohibition on Retro Active Utility Billing

Summary: Utility companies can retroactively bill for up to 12 months if they make a mistake in the billing rate code/determination. This can have a detrimental impact on their customers. Seeking legislation to prohibit power companies from retroactively billing a customer when the utility makes a mistake.

2018

Housing Discrimination

Summary: Pass legislation to prohibit housing discrimination based on source of income. Specifically, discriminatory practices in residential real estate transactions and the sale or rental of a dwelling because of a person's source of income (government or private assistance, self-employment, etc.)

Cell Phone Antenna Siting Approval and Fee Authorization

Summary: Local Governments lack regulatory authority over cell phone towers and these towers can have negative impacts on property values and potential health impacts. Provide local governments with more authority over cell phone towers including small cell towers and taxing authority. This legislation would give local governments more control installation of cell phone towers in their jurisdictions. It could improve property values and quality of life.

Prohibition on Retro Active Utility Billing

Summary: Utility companies can retroactively bill for up to 12 months if they make a mistake in the billing rate code/determination. This can have a detrimental impact on their customers. Seeking legislation to prohibit power companies from retroactively billing a customer when the utility makes a mistake.

2022 MML LEGISLATIVE REQUEST

Name of Municipality, Chapter or Department submitting request: _____

Contact Person/Title _____

Address/City/State/Zip: _____

Telephone numbers: (Work) _____ (Home) _____ E-mail: _____

How MML Legislative Priority Issues Are Selected

1. The League shall inform all member municipalities, chapters, and departments that they may **submit up to three legislative requests each for consideration** as MML initiatives before the Maryland General Assembly by a deadline selected by the League.
2. The staff reviews these requests and prepares background information for the Legislative Committee.
3. The Legislative Committee meets to discuss these requests and to consider MML priority issues not resolved during the previous session.
4. A legislative request that is the same or as substantially similar to a request that has previously been considered and rejected by the committee twice within a four-year period coinciding with the current term of the General Assembly shall be excluded from consideration by the committee.
5. The LAR submission form requires verification that the elected body of a municipality or the membership of a chapter or department has endorsed a legislative request prior to submission.
6. The committee shall limit legislative sponsorship proposals to the membership for consideration at the fall conference to no more than four (4) non-prioritized items and limit the proposals adopted by the membership to four (4).

LAR FORM MUST BE RETURNED VIA MAIL OR E-MAIL NO LATER THAN FRIDAY, JULY 30, 2021.

1. Describe the problem or situation the request is intended to address:

2. Describe the requested legislation:

3. Describe how the requested legislation would remedy the problem:

4. The proposed legislation would address:

☐ Only municipalities in your county ☐ Municipalities in the entire state
☐ All counties and municipalities in the entire state ☐ Only your municipality

5. Would the proposed remedy have a significant fiscal impact on your municipality?

BACKGROUND INFORMATION

1. Could the problem be resolved by something other than a new law, i.e., action by another level of government or changes in administrative procedures?
2. If administrative remedies have already been pursued, what were they and what was the outcome?
3. What other state and/or local agencies, if any, would be affected by this proposal?
4. Have any state agencies been contacted about the proposal? If yes, what was their reaction?

HISTORICAL INFORMATION

1. Has the League considered this proposal in a previous year? If yes, describe any significant changes in circumstances that might improve its chances of success in 2022:
2. Has this request been considered by the General Assembly in prior sessions? If yes, please provide the bill number, year, and outcome of legislation, if known:
3. Has this proposed legislation been implemented by any other city, county or state? If yes, please describe where it has been implemented and cite any existing law or model code upon which the proposal is based:

Signature of authorized municipal, chapter
or departmental official

Print name & Title

Date

Please return LAR form to:
MML Legislative Committee
1212 West Street
Annapolis, MD 21401
ATTN: Bill Jorch
410-268-5514
E-mail: kevinc@mdmunicipal.org
& copy billj@mdmunicipal.org

Please indicate the date of the meeting where the governing body of the municipality, chapter or department endorsed/approved this request: _____.

Please complete this form in its entirety. Attach additional sheets, if necessary, as well as documents related to your request. Please return to MML NO LATER THAN FRIDAY, JULY 30, 2021.

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

* Resignation from Advisory Group

Suggested Action:

Reference: Letter - L. Whitmer

Letter - J. Gaebe

Email - L. Irwin

Lester Whitmer has submitted his resignation from the Parks and Recreation Advisory Board (PRAB).

Julie Gaebe has submitted her resignation from the Board of Elections (BoE).

Leeann Irwin has submitted her resignation from the Forest Preserve Advisory Board (FPAB).

Approval of this item on the consent agenda will indicate Council's intent to accept Mr. Whitmer, Ms. Gaebe, and Ms. Irwin resignation with regret.

Attachments:

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

* Reappointments to Advisory Boards

Suggested Action:

Reference: Surveys

Robert Zugby has indicated his willingness to continue to serve on the Ethics Commission (EC).

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

Warren Wilcox has indicated his willingness to continue to serve on the Senior Citizens Advisory Committee (SCAC).

Lawrence Hilliard has indicated his willingness to continue to serve on the Greenbelt Advisory Committee on Environmental Sustainability (Green ACES).

Sieglinde Peterson has indicated her willingness to continue to serve on the Ethics Commission (EC).

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

Attachments:

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section: MEETINGS

Subject:

Meetings

Suggested Action:

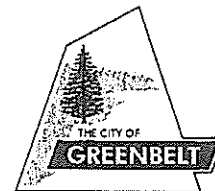
Attachments:

meetings.pdf

CITY OF GREENBELT, MARYLAND

25 Crescent Road, Greenbelt, MD 20770-1891

7/9/2021 10:04 AM



City Council Meetings & Work Sessions July – August

Regular Meeting, Virtual	Mon.	07/12	8:00 pm
Work Session – Presentation to Council on Financial Policies	Tues.	07/13	8:00 pm
Work Session – PSAC Report (Reform of Police Procedures for the Greenbelt Police Department) (tentative), (Virtual)	Wed.	07/14	8:00 pm
Work Session – GEAC (stakeholder), (Virtual)	Mon.	07/19	8:00 pm
Advisory Board Interview	Wed.	07/21	7:40 pm
Work Session – GHI (stakeholder), (Virtual)	Wed.	07/21	8:00 pm
Work Session – City Manager Quarterly Update, (Virtual)	Mon.	07/26	8:00 pm
Closed Session – Pending Personnel and Legal Issues, (Virtual)	Mon.	07/26	Following CM WS
Four Cities Meeting (Town of Berwyn Heights), (Virtual)	Wed.	07/28	7:30 pm
Work Session - IT Strategic and Operational Plan/Security	Mon.	08/02	8:00 pm
Work Session - Greenbelt Branch Library	Wed.	08/04	8:00 pm
Regular Meeting	Mon.	08/09	8:00 pm
Work Session – Davenport – Assemble Capital Projects List	Wed.	08/11	8:00 pm
Work Session – Public Forum to include Greenbriar Park transfer into the Forest Preserve	Mon.	08/16	8:00 pm
Work Session – Food Trucks/ Davenport – Proposed Financial Policies Adopted by Council	Wed.	08/18	8:00 pm
Work Session – FPAB Report (Interim Pilot of Trail Management Activities in the Greenbelt City Forest Preserve)	Mon.	08/23	8:00 pm
Work Session – Greenbelt Station HOA (stakeholder)	Wed.	08/25	8:00 pm
Work Session – American Relief Plan Act Funds (tentative)	Mon.	08/30	8:00 pm

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

This schedule is subject to change. For confirmation, call 301-474-8000. Regular and Special meetings and Work Sessions are open to the public. If special accommodations are required for any disabled person, please call 301-474-8000 or 301-474-3870 no later than 10 a.m. on the meeting day. Deaf individuals are advised to use Video Relay Services (VRS) at 711 or e-mail banderson@greenbeltmd.gov 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

7/9/2021 10:04 AM

Ready to be scheduled:

Closed Session (*Cable Ordinance*)
MARC Train Service/ MDOT
Arts & Entertainment District
Potential Bond Referendum/Capital Financing
Parke Crescent Apartment Complex
Bernard Penney (*Memorial Donation in honor of
Leonie Penney*)
Cemetery Plans
City Contracting Policy
DPW&T (*Bikeshare Program*)
BARC
Hotels
Pepco
WSSC
Celebration of Centenarians
ERB Reports: (#2020-01 Procedures for
Employee Appeals and Grievances); (#2021-02
Collective Bargaining for Non-Managerial
Employees) (*waiting for CRAB Report*)
Prince George's County Economic Development
Corp. (*September 20th*)
No Meeting – (*November 17th, NLC City Summit,
Salt Lake City, UT*)
Community Gardens/FPAB
Proposed School Boundary Changes (requested
by Ms. Pope and Ms. Mach) (*September 22nd*)

For later scheduling:

Zoning Enforcement
Parkway Apartment Owners/GHI (*parking*)
Northway Fields Master Plan
City Manager Updates (Jan, Pre-budget; July &
Sept/Oct)
Meeting with County on Transportation Plan
Department of Permitting, Inspections &
Enforcement (DPIE)
Museum Plan
Term Limits legislation (*referral submitted to
CRAB*)

(301) 474-8000

A NATIONAL HISTORIC LANDMARK

fax (301) 441-8248
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MD RELAY 711

Annual														
Advisory Group Chairs	3/16	2/17	7/18	7/19	6/20	6/21								
Franklin Park at Greenbelt Station Mgmt.	8/16	11/17	12/18	12/19	12/20									
Greenbelt East Advisory Coalition	3/16	7/17	3/19	6/20										
Greenbelt Homes, Inc.	6/16	7/17	7/18	7/19	10/20									
Greenbelt Station	8/19	12/19	8/20											
County Executive/ County Council	12/13	9/16	1/19	8/20	11/20									
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	9/20											
Greenbelt Community Garden Club	3/21													
Greenway Center	7/14	12/16	2/19	12/20										
Civic Associations	8/14	2/18	8/20											
NASA/GSFC	3/15	3/17	9/19	12/20										
PG Co. Economic Development Corp.	8/14	4/17	7/19											
School Board	2/16	5/17	10/18	3/19	9/20									
State Highway Administration	6/15	10/17	11/20											
Every Three Years														
Apartments	2/18	4/21												
Religious/Spiritual Organizations	3/13	6/15	6/19											
Greenbelt Watershed Groups	8/14	10/16	10/19											
Hotels														
University of Maryland	3/13	4/15												
Every Three Years or Major Issue														
Comcast	9/13	11/17	3/21											
Verizon	2/20													
PEPCO	9/14	1/17												
WSSC	12/12	9/16												
WGL	12/17													
Capital Office Park	12/12	1/16	9/19											
Other Business Parks:														
Maryland Trade Center														
Golden Triangle														
Hanover Parkway														
Belle Point														
Edmonston Road														

WMATA/PGDPW&T (Semi-Annual)	11/16	9/17	11/18	1/20										
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	8/20	11/20	2/21	6/21	
State's Attorney (4 years)	2/11	4/15	9/19											
Roosevelt Center Owner	9/15	8/20												

(Rev. June 3, 2021)

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Greg Varda

Submitting Department: Recreation

Item Type: Proclamation

Agenda Section: COMMUNICATIONS

Subject:

Parks 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:

[Proclamation.pdf](#)

P R O C L A M A T I O N

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; and

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 A. Byrd, by the authority vested in me by the citizens and City Council of Greenbelt, do hereby proclaim the month of July 2021 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 12th day of July 2021.

COLIN A. BYRD, Mayor

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Meeting Minutes

Agenda Section: COMMUNICATIONS

Subject:

* Minutes of Council Meetings

Suggested Action:

Interview - June 16, 2021

Attachments:

[INT210616.pdf](#)

WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, June 16, 2021, for the purpose of interviewing a candidate for a City Advisory Group.

The meeting began at 7:40 p.m. The meeting was held virtually via Zoom.

Present were: Councilmembers, Judith F. Davis, Leta M. Mach, Silke I. Pope, Edward V. J. Putens (7:46 pm), Rodney M. Roberts (7:54 pm) and Mayor Colin A. Byrd. Mayor Pro Tem Emmett V. Jordan was absent.

STAFF PRESENT WERE: Shaniya Lashley-Mullen, Assistant to the City Clerk.

James Williams was interviewed for appointment to the Board of Elections and Public Safety Advisory Committee.

The meeting was adjourned at 8:00 p.m.

Respectfully submitted,

*Shaniya Lashley-Mullen
Assistant to the City Clerk*

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: COMMUNICATIONS

Agenda Section: COMMUNICATIONS

Subject:

Statement for the Record - Closed Session, June 21, 2021

Suggested Action:

Statement for the Record, June 21, 2021

Closed Session of June 21, 2021: The following motion is needed: In accordance with the General Provisions Article, Section 3-06(c)(2) of the Annotated Code of Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council met in closed session on Monday, June 21, 2021, at 8:12 p.m. virtual by zoom. Council held this closed meeting in accordance with Section 3-305(b)(1)(9) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland; 1) discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals; 2) to conduct collective bargaining negotiations or consider matters that relate to the negotiations.

The purpose of this meeting will be: 1) to discuss the current state of the Police Department; 2) to receive an update regarding the Collective Bargaining Negotiations.

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 during the first closed session: Todd Pounds,

City Solicitor; Tim George, Assistant City Manager; Dawane Martinez, Human Resources Director; Rick Bowers, Police Chief; Captain Mark Sagan; Sergeant Michael Apgar; Officer. Carl Roberson; Lieutenant Tim White; Master Police Officer Jerry Potts; Sergeant Jermaine Gullledge and Bonita Anderson City Clerk.

The following staff members were in attendance during the second closed session : Todd Pounds, City Solicitor; Rick Bowers, Police Chief; Lieutenant Tim White; Bertha Gaymon, City Treasurer; Anne Marie Belton, Executive Associate; Stephen M. Silvestri, Jackson Lewis P.C. and Bonita Anderson.

Attachments:

[Closed Session Form 06.21.21.pdf](#)

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

Date: 06/21/2021 Time: 8:00 pm Location: Virtual via Zoom

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

Members voting to close meeting:

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

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

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

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

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

§3-305(b) (1) To discuss the current state of the Police Department.

§3-305(b) (9) To receive update regarding the Collective Bargaining Negotiations.

§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:

Todd Pounds, City Solicitor; Tim George, Assistant City Manager; Bertha Gaymon, City
Treasurer; Dawane Martinez, Human Resources Director; Anne Marie Belton, Executive
Associate; Rick Bowers, Police Chief; Captain Mark Sagan; Sergeant Michael Apgar; Ofc.
Carl Roberson; Lieutenant Tim White; MPO Jerry Potts; Sergeant Jermaine Gullede;
and Bonita Anderson City Clerk.

Other individuals in attendance: Stephen M. Silvestri, Jackson Lewis P.C.

TOPICS DISCUSSED:

The current state of the Police Department and status update of the Collective
Bargaining Agreement Negotiations.

ACTION(S) TAKEN (IF ANY) AND RECORDED VOTES: None

TIME CLOSED SESSION ADJOURNED: 10:26 PM

PLACE OF CLOSED SESSION: Virtual via Zoom

PURPOSE OF CLOSED SESSION: 1) To discuss the current state of the Police Department; 2)
to receive update regarding the Collective Bargaining Negotiations.

STATUTORY AUTHORITY FOR THE CLOSED SESSION: §3-305(b) (1); (9); () 1) To discuss the
appointment, employment, assignment, promotion, discipline, demotion, compensation,
removal, resignation, or performance evaluation of appointees, employees, or officials
over whom this public body has jurisdiction; any other personnel matter that affects
one or more specific individuals; 2) To conduct collective bargaining negotiations or
consider matters that relate to the negotiations.

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

SIGNATURE OF PRESIDING OFFICER: Colin Byrd

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Molly Porter

Submitting Department:

Item Type: Board and Committee Reports

Agenda Section: COMMUNICATIONS

Subject:

Parks and Recreation Advisory Board Report: Beltway Plaza Redevelopment: Detailed Site Plan

Suggested Action:

It is recommended Council accept this report.

Attachments:

[PRAB Report 21-6 Beltway Plaza.pdf](#)

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

Subject: Beltway Plaza Redevelopment: Detailed Site Plan Presentation

Background: PRAB received an updated presentation on the Detailed Site Plan (DSP) for Beltway Plaza at the regular meeting on June 16, 2021, discussing the updated Phase 1 scope. PRAB provided comments and feedback during the presentation and would like to provide Council with the comments below, including some reiterated comments from previous presentations.

Comments and Feedback for DSP Changes:

- There were several amenities removed/replaced from the outdoor spaces in the northeastern section of the site. A playground/tot lot and community garden were removed and were replaced with a tiered plaza and an orchard park, respectively. PRAB believes that the play space should be reintroduced to the plan and are concerned with the maintenance required for the fruit-bearing trees and the surrounding grounds.
- There was discussion of providing funds to update/upgrade the existing playground on Breezewood Drive, east of Greenbelt Middle School. This would be a welcome upgrade to the area, but PRAB believes that it would be preferable to readd a playground/tot lot within the site.
- The dog park, while it includes water, seems too small (.06 acres) to accommodate the likely number of dogs in the residential buildings.
- The indoor recreation facility should be ready by the completion of the 700th unit (the first phase is comprised of 750 units total). The proposal should provide specific information about the proposed indoor space provided to the Recreation Department, including the proposed lease agreement, design, maintenance, operations, revenue and financial responsibility, staffing and liability concerns.

PRAB also emphasizes these previously shared comments and concerns:

- The 27,000 sq. ft. indoor recreation facility continues to be a welcome addition to the amenities in this part of Greenbelt and should increase programming opportunities for the Recreation Department.
- Encourage \$1 million to support renovation of existing Recreation facilities, and to provide for equipment and staffing (PRAB believes that no funds have been proposed for this purpose).
- Overall access equity of recreation amenities (indoor and outdoor) when considering the increase in population that comes with this redevelopment plan.
- Increased population and the impact on already overcrowded schools, traffic, public safety and the overall impact on the existing community when adding the additional residential units.

We continue to understand and appreciate that Beltway Plaza requires redevelopment in order to be a viable space moving forward—we just ask that the impacts to the existing community and City services be taken into consideration at each step in the planning process and in each phase of the project, since each phase has an independent planning and approval process.

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

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by:

Submitting Department: Finance

Item Type: Ordinance

Agenda Section: LEGISLATION

Subject:

Amendment: An Ordinance to Adopt the General Fund, Building Capital Reserve Fund, Cemetery Fund, Debt Service Fund, Replacement Fund, Special Projects Fund, Green Ridge House Fund, Capital Projects Fund, Community Development Block Grant Fund and Greenbelt West Infrastructure Fund Budgets for the City of Greenbelt, Maryland, to Appropriate Funds and Establish Real Estate and Personal Property Tax Rates for the Fiscal Year 2022 Beginning July 1, 2021 and Including June 30, 2022

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

Suggested Action:

Reference: Amended Ordinance

On June 7, 2021, Council adopted an ordinance to Adopt the General Fund, Building Capital Reserve Fund, Cemetery Fund, Debt Service Fund, Replacement Fund, Special Projects Fund, Green Ridge House Fund, Capital Projects Fund, Community Development Block Grant Fund, and Greenbelt West Infrastructure Fund Budgets for the City of Greenbelt, Maryland, to Appropriate Funds and Establish Real Estate and Personal Property Tax Rates for the Fiscal Year 2022 Beginning July 1, 2021, and including June 30, 2022.

However, an amendment to the original ordinance is necessary to address the inadvertent omission and clarification of appropriating the specific amounts for expenditures for the fiscal year beginning July 1, 2021, and including June 30, 2022, for 1) the Capital, Replacement Fund; 2) the Building Capital Reserve Fund; the Community Development Block Grant Fund for public_infrastructure and human service projects and 4) the Capital, Replacement Fund Reserve for Equipment. Added information in italic.

Having approved the City Manager's proposed budget and introduced an ordinance to adopt the budget, appropriate funds, and establish tax rates for real and personal property for FY 2022, the amended ordinance now has all funds incorporated.

It is recommended that Council introduce the amended original ordinance, suspend the rules, and adopt the ordinance at this meeting.

Note: Per Council's Standing Rules, six (6) votes in the affirmative are needed in order to suspend the rules.

Attachments:

[Budget Ordinance - Amendment Revised 06 11 2021 to Todd 7-8-2021.pdf](#)

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

ORDINANCE NUMBER XXXX

AN ORDINANCE TO ADOPT THE GENERAL FUND, BUILDING CAPITAL RESERVE FUND, CEMETERY FUND, DEBT SERVICE FUND, REPLACEMENT FUND, SPECIAL PROJECTS FUND, GREEN RIDGE HOUSE FUND, CAPITAL PROJECTS FUND, COMMUNITY DEVELOPMENT BLOCK GRANT FUND, AND GREENBELT WEST INFRASTRUCTURE FUND BUDGETS FOR THE CITY OF GREENBELT, MARYLAND, TO APPROPRIATE FUNDS AND ESTABLISH REAL ESTATE AND PERSONAL PROPERTY TAX RATES FOR THE FISCAL YEAR 2022, BEGINNING JULY 1, 2021, AND INCLUDING JUNE 30, 2022

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

SECT. I. That the following budgets, as revised and approved by Council for the General Fund, Building Capital Reserve Fund, Cemetery Fund, Debt Service Fund, Replacement Fund, Special Projects Fund, Green Ridge House Fund, Capital Projects Fund, Community Development Block Grant Fund, and Greenbelt West Infrastructure Fund Budgets be and the same are hereby adopted at the fund level for the City of Greenbelt, Maryland, for the fiscal year 2022, beginning July 1, 2021, and including June 30, 2022.

SECT. II. BUILDING CAPITAL RESERVE FUND

- A. That the following amount shall be and hereby is appropriated for expenditures herein shown for the fiscal year beginning July 1, 2021, and including June 30, 2022, for the Building Capital Reserve Fund:

**Approved Budget
and Appropriation**

<i>For the purchase of new or replacement capital items for City facilities</i>	\$759,400
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- B. That the following funds and receipts are, in the considered judgment of the City Council, a fair appraisal and estimate of the resources available to finance this budget and these appropriations for the fiscal year beginning July 1, 2021, and including June 30, 2022:

Fund balance as of July 1, 2021	\$636,604
State Grant	50,000
Interest	1,000
Fund Transfer	550,000

TOTAL FUNDS AVAILABLE	\$1,237,604
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SECT. III. REPLACEMENT FUND

- A. That the following amount shall be and hereby is appropriated for expenditures herein shown for the fiscal year beginning July 1, 2021, and including June 30, 2022, for the Replacement Fund:

Approved Budget and Appropriation

For the purchase of new equipment using established replacement reserves for the replacement of equipment	\$448,800
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- B. That the following funds and receipts are, in the considered judgment of the City Council, a fair appraisal and estimate of the resources available to finance this budget and these appropriations for the fiscal year beginning July 1, 2021, and including June 30, 2022:

Approved Budget and Appropriation

Replacement reserves as of July 1, 2021	\$754,697
Interest	400
Insurance proceeds	10,000
Funds appropriated in the General Fund for transfer to Replacement Fund reserves for equipment	300,000

TOTAL FUNDS AVAILABLE	\$1,065,097
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SECT. IV. CAPITAL PROJECTS FUND

- A. That the following amount shall be and hereby is appropriated for expenditures herein shown for the fiscal year beginning July 1, 2021, and including June 30, 2022, for the Capital Projects Fund:

Approved Budget and Appropriation

<i>For the projects in the fiscal year beginning July 1, 2021 and ending June 30, 2022.</i>	\$2,023,100
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- B. That the following funds and receipts are, in the considered judgment of the City Council, a fair appraisal and estimate of the resources available to finance this budget and these appropriations for the fiscal year beginning July 1, 2021, and including June 30, 2022:

Approved Budget and Appropriation

Fund balance as of July 1, 2021	\$970,870
State and county grants	592,500
Interest and other miscellaneous revenue	76,100
<i>Interfund transfer from General Fund</i>	<i>805,000</i>
TOTAL FUNDS AVAILABLE	\$2,444,470

SECT. V. COMMUNITY DEVELOPMENT BLOCK GRANT FUND

- A. That the following amounts shall be and hereby are appropriated for expenditures herein shown for the fiscal year beginning July 1, 2021, and including June 30, 2022, for the Community Development Block Grant Fund:

**Approved Budget
and Appropriation**

For public infrastructure and human service projects **\$194,000**

- B. That the following funds and receipts are, in the considered judgment of the City Council, a fair appraisal and estimate of the resources available to finance this budget and these appropriations for the fiscal year beginning July 1, 2021, and including June 30, 2022:

**Approved Budget
and Appropriation**

Federal grants **\$194,000**
TOTAL FUNDS AVAILABLE \$194,000

BE IT FURTHER ORDAINED that this ordinance shall become effective July 1, 2021.

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of June 7, 2021.

Colin Byrd, Mayor

ATTEST:

Bonita Anderson, City Clerk

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: LEGISLATION

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 - FY22

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.

It is recommended this resolution be introduced for first reading.

Attachments:

[Res Neg Purchase.pdf](#)

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

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

RESOLUTION NUMBER XXXX

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

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

WHEREAS, the purchases of certain goods and services from certain vendors during Fiscal Year 2022 individually may cost less than \$10,000 but will in the aggregate exceed \$10,000 for the year; and

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

WHEREAS, monies for these goods and services have already been approved by the City Council in the Fiscal Year 2022 budget; and

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

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

– See Attachment -

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

Colin A Byrd, Mayor

ATTEST:

Bonita Anderson, City Clerk

City of Greenbelt, Maryland

Recommended Vendors for Negotiated Purchase - FY 2022

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

City of Greenbelt, Maryland

Recommended Vendors for Negotiated Purchase - FY 2022

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

City of Greenbelt, Maryland

Recommended Vendors for Negotiated Purchase - FY 2022

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

City of Greenbelt, Maryland

Recommended Vendors for Negotiated Purchase - FY 2022

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

City of Greenbelt, Maryland

Recommended Vendors for Negotiated Purchase - FY 2022

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

City of Greenbelt, Maryland

Recommended Vendors for Negotiated Purchase - FY 2022

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

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Tim White

Submitting Department: Greenbelt Police

Item Type: LEGISLATION

Agenda Section: LEGISLATION

Subject:

Resolution to Authorize the Negotiated Purchase of Replacement Interview Room Recording Equipment
- 1st Reading

Suggested Action:

Reference:

Resolution

Price Quote

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

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

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

It is recommended the resolution be introduced for first reading.

Attachments:

[Interview Room Replacement Resolution.pdf](#)

[Greenbelt PD Interview Room.pdf](#)

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

RESOLUTION NUMBER XXXX

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

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

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

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

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

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

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

Colin A. Byrd
Mayor

ATTEST:

Bonita Anderson, City Clerk



AXON

Greenbelt Police Dept. - MD

AXON SALES REPRESENTATIVE

Raleigh Edwards

4809052067

redwards@axon.com

ISSUED

6/24/2021



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

Q-274739-44371.637RE

Issued: 06/24/2021

Quote Expiration: 07/02/2021

Account Number: 108106

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

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

BILL TO

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

SALES REPRESENTATIVE

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

PRIMARY CONTACT

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

Year 1

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

Year 2

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

Year 3

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

Year 4

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

Year 4 (Continued)

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

Year 5

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

Grand Total	50,818.00
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Summary of Payments

Payment	Amount (USD)
Year 1	24,818.00
Year 2	6,500.00
Year 3	6,500.00
Year 4	6,500.00
Year 5	6,500.00
Grand Total	50,818.00

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Interview Recording Platform

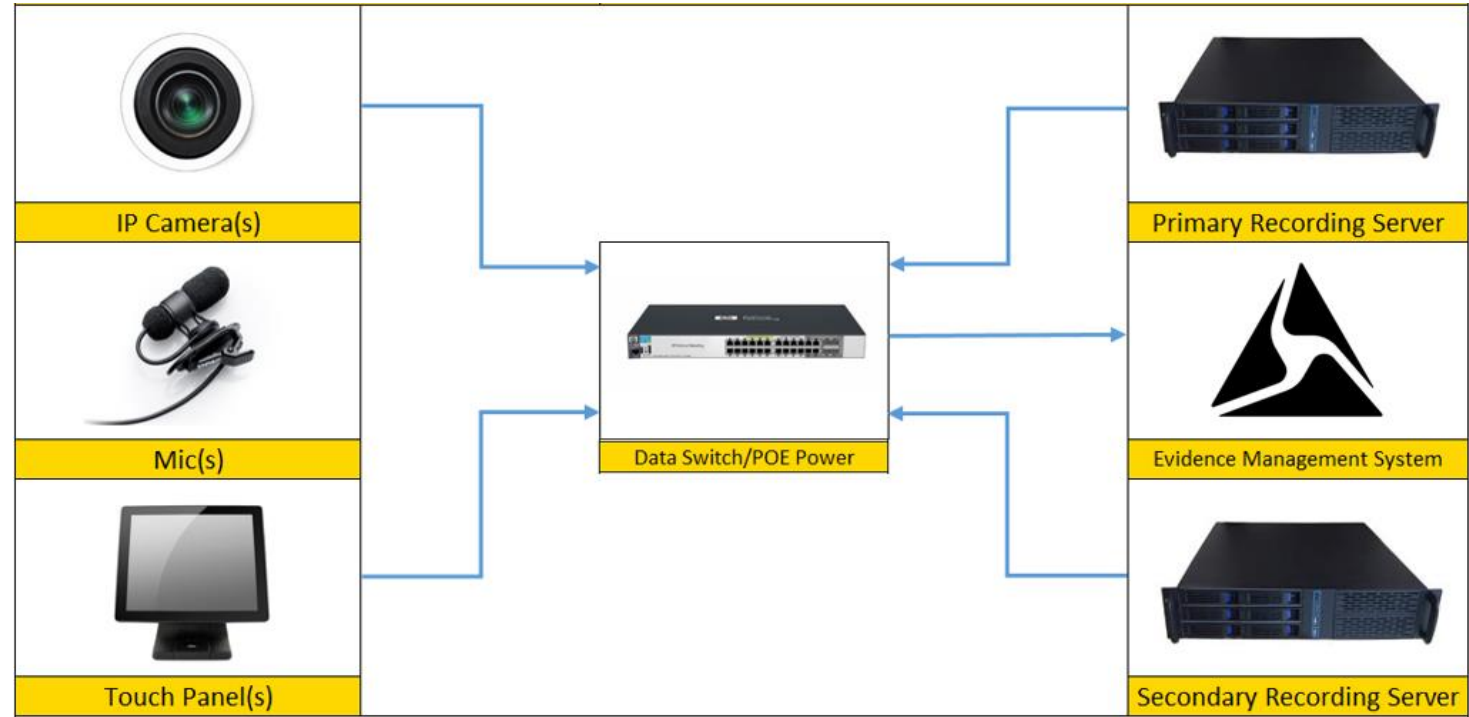
This document details a proposed system design

Agency Created For: Greenbelt Police Dept. - MD

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

AXON INTERVIEW RECORDING PLATFORM

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



AXON-PROVIDED HARDWARE SUMMARY

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

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

	Locations	# Rooms
	HQ	2

INTERVIEW ROOM OVERVIEW

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

Network Considerations

Network Requirements	Each IP Camera will be connected to a POE switch that provides the device with power and network connectivity.		
	Each Recording Server must be given a static IPv4 network address that is routable across the network.		
	Each IP Camera must be given a static IPv4 network address that is routable across the network.		
	Each touch panel/kiosk must be given a static IPv4 network address that is routable across the network.		
Network Addressing	Network Device	Static IPs	Total IPs
	Qty of IP Cameras	4	8
	Qty of Touch Panels	2	
	Qty of Recording Servers	2	
Data Switch Provisioning	This install will require POE data switches at each location.		
Virtual Kiosks	1 workstations will require virtual kiosk software to be installed.		
Customer Provided Items	Customer to provide all device IP addresses Customer to also provide: • Subnet Mask • Gateway IP • DNS/WINS IP • Time Server IP		
	Customer IT staff will configure all switches with proper network configuration.		

Metadata Tags

Metadata Tagging	The system will collect metadata information prior to, and after, the interview recording process (i.e. Interviewer Name, Interviewee Name, Case Number).
Metadata Tags	Information collected prior to recording: • Interviewee first and last name • Case number • Case type • Interviewee type Information collected post recording: • Interviewer name(s)
Customer Provided Items	Customer to provide preferred metadata fields.
Axon Provided Items	Axon to facilitate the creation of metadata fields.

NETWORK CONFIGURATION DETAILS

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

Network Configuration Details

Evidence Management System	Evidence.com
Application Features	Network Applications: • Remote monitoring application Evidence.com Application Features: • Secure Cloud Storage • Redaction • Download/Sharing • Audit Trail • Reporting

Training

Application Package	This solution will include on-site application training covering: • Touch panel overview • Initiating interview wizard • Entering metadata • Controlling the interview process • Closing an interview • Evidence.com functionality
---------------------	---

Additional General Deal Notes

Notes	2 rooms, 2 cameras in each room Computer Activation Axon Install Servers provided by Axon POE provided by agency
-------	---

LOCATION DETAILS: HQ

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

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

Cable Considerations

Cabling Runs	Axon Professional Services will install the networking cables using a Cat6e Cable.	
	9	cable runs are required for this installation.
	7	110v power outlets are required for this installation (Customer Responsibility).
Cabling Requirements	All Devices: Network cabling must be provided for the following devices: • Axis IP Camera • Server • Touch Panel or PC running a virtual Touch Panel • POE Switch	

Servers, Switches, Touch Panels

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

Additional Location Notes

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

ROOM DETAILS: Interview Room 1

The following sections detail the configurations specific to INTERVIEW ROOM 1

Location Name	HQ
Room Name	Interview Room 1

Camera Configuration

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

Additional Location Notes

Notes	Computer activation 2 Overt Cameras
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ROOM DETAILS: Interview Room 2

The following sections detail the configurations specific to INTERVIEW ROOM 2

Location Name	HQ
Room Name	Interview Room 2

Camera Configuration

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

Additional Location Notes

Notes	Computer activation 2 Overt Cameras
-------	--

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

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

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

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

Axon's Sales Terms and Conditions

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

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

Please sign and email to Raleigh Edwards at redwards@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

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

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Tim White

Submitting Department: Greenbelt Police

Item Type: LEGISLATION

Agenda Section: LEGISLATION

Subject:

Resolution to Authorize the Negotiated Purchase of Replacement Radio and Telephone Recording Equipment
- 1st Reading

Suggested Action:

Reference:

Resolution

Price Quote

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

The Police and I.T. staff have researched and have identified the NICE Recorder as the most suitable weapon.

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

The FY 2022 budget includes \$18,600.00, for the purchase of the replacement recorder. It is recommended the resolution be introduced for first reading.

Attachments:

[Recorder Replacement Resolution.pdf](#)

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

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

RESOLUTION NUMBER XXXX

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

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

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

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

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

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

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

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

Colin A. Byrd,
Mayor

ATTEST:

Bonita Anderson, City Clerk



Applied Digital Solutions Inc.

QUOTE

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

Prepared For:

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

Prepared By:

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

502-253-0134

Scope of proposed solution:

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

Includes: Monitor, Reconstruction, Verify, and Redaction.

4U Chassis with Win Server 2016.

Two years of ADS software assurance.

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

Installation and Training included.

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

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

Terms and Conditions:

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

SubTotal	\$18,300.20
Tax	\$0.00
Shipping	\$200.00
TOTAL	\$18,500.20

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

Accepted by: _____ Date: _____ PO: _____

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: LEGISLATION

Agenda Section: LEGISLATION

Subject:

Reparations Referendum Resolution

- 1st Reading

Suggested Action:

Reference: Resolution

Mayor Byrd requested this item added to the agenda.

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

Attachments:

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

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

RESOLUTION NUMBER XXXX

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

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

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

The City Council of the City of Greenbelt:

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

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

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

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

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

Colin A. Byrd, Mayor

ATTEST:

Bonita Anderson, City Clerk

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: LEGISLATION

Agenda Section: LEGISLATION

Subject:

Fair and Just Policing Act

Suggested Action:

Mayor Byrd requested this item added to the agenda.

1st Reading

Attachments:

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

Juneteenth as Official City Holiday

Suggested Action:

Mayor Byrd requested this item added to the agenda.

The motion is to add Juneteenth to the City's list of paid holidays.

Attachments:

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

Marijuana Policy

Suggested Action:

Mayor Byrd requested this item added to the agenda.

The motion is to prohibit the City from disqualifying people from working with the City based on past marijuana use.

Attachments:

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Richard Bowers

Submitting Department: Greenbelt Police

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

Police Department Collective Bargaining Agreement

Suggested Action:

Reference:

CBA Ratified by Fraternal Order of Police

CBA July 1, 2020 - June 30, 2021

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

At the November, 2005, City election, voters approved amending the City's charter to allow for collective bargaining between the City and non managerial sworn police personnel. In January, 2007, Council adopted a labor code following discussions between City and FOP representatives. In February, 2007, FOP Lodge 32 was designated as the exclusive bargaining representative for police officers and negotiations began immediately thereafter. The tenure of negotiations was professional and efficient.

If approved, the agreement will take effect July 1, 2021 and remain in effect for four (4) years. It provides an overall 20% pay increase over four years including cost of living and merit adjustments. The proposed pay increase is based on a growth in city revenue and includes returning missed step increases.

The agreement also expands the City's training program and provides several other enhancements such as specialty pay to officers with special training or responsibilities. Many elements of the agreement lock in current practices regarding pay and benefit programs for the duration of the agreement.

Staff believes the agreement is fair and reasonable. It protects the City's management rights, while addressing the main issues of concern to the FOP. If the Resolution is approved at the July 12 meeting, members of both bargaining teams will sign the agreement.

Staff recommends the Resolution be introduced at this meeting.

Attachments:

[CBA changes as ratified by the Union to CC 6-28-21 4841-5293-4128 v.1.pdf](#)

[CBA July 1, 2020-- June 30, 2021.pdf](#)

City of Greenbelt

and

Fraternal Order of Police Lodge No. 32

Changes to the Current Collective
Bargaining Agreement Ratified by the
Members of Lodge 32 June 28, 2021

A. ECONOMICS

1. COLA

Article 7, Compensation

7.1 (a) Revise language:

Current:

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.

Proposed:

The City and the Union agree to maintain a separate Pay Plan for Employees. The City has enacted a 2% Cost of Living increase effective retroactive to July 1, 2020 for all employees including the bargaining unit. The City has already increased the pay rates for the bargaining unit effective March 19, 2021, and it is in the process of calculating and paying the retroactive amounts to the bargaining unit.

TA 5-10-21

2. Duration of the Agreement

Duration of Agreement - 4 years, effective July 1, 2021 – June 30, 2025

3. Pay Raises

Year 1 7/2021

Existing step (3%)

2% cola

18th step for MPO, Corporal and Sergeant –

Year 2 7/2022 Existing Step (3%)
19th step for MPO, Corporal and Sergeant –
-COLA in the same amount as funded for all city employees.
And If City total assessment of real property values net abatement rise 4.0%
or more for that Fiscal Year:
Adjustment of one step for those listed on Attachment 1 hereto (skipped 1
step); and

Year 3 7/2023 Existing step (3%)
20th Step for MPO Corporal and Sergeant
COLA in the same amount as funded for all city employees.

And
If City total assessment of real property values net abatement rise 4.0% or more
for that Fiscal Year:
Adjustment of one step for those listed on Attachment 2 hereto (skipped 2
steps) and

Year 4. 7/2024 Existing step – (3%)

COLA in the same amount as funded for all city employees.
And

If City total assessment of real property values net abatement rise 4.0% or more for that Fiscal Year.

Adjustment for those listed on Attachment 2 (skipped 3 steps)

4. Tuition Assistance

Article 16, Tuition Assistance (Page 23)

Increase the number of credits from 6 to 18 as long as it does not exceed the cost of \$20,000 per year cumulatively for all Employees participating:

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

4-26-21 City Response= Cap is retained. City Agrees to add the following:

The preceding reimbursement section shall not apply to an Employee that retires on a disability retirement as determined by LEOPS

5. Specialty Pay – Section 9.10

Increase Specialty Pay to \$750.00 per specialty for the first 2 awards and the third will be handled as is currently done. No change to the cap of the amounts paid out to the bargaining unit (\$33,000) each year

6. **FTO Pay – Section 9.6**

Increase FTO Pay to \$75.00 per day

7. **Fitness Indicator Test- Monetary Awards.** The City will increase the monetary awards for achievement of scores on the fitness indicator test per the attached award sheet. This sheet will not be attached to the CBA, but it will remain in effect for the duration of the Agreement.

8. **Change in on call pay.** The current on call pay arrangements, process and payments are eliminated in their entirety. For this agreement the following will replace the current on call pay terms:

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

B. LANGUAGE

1. Article 1, Section 1.3 Probationary Employees

a. Strike from the section:

City Response 5-10-21

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 of Police Officer and commensurate with their experience level not to exceed Grade 10 and shall serve a probationary period between 6 and 12 months from the date they are first employed by the Police Department which shall be at the discretion of the City.

2. Article 5, Section 5.2 Uniform Patrol Division (Triangle shift plan) (Page 7 and Exhibit B)

a. Add the following:

(a) Triangle Shift Plan. Except as provided in this Section, employees assigned to the Uniformed Patrol Division shall work the triangle shift plan. In this plan, scheduled shift work days are 8.5 hours long. On a weekly basis, Employees shall work either 34 hours or 42.5 hours. On a biweekly basis, an Employee shall work between 68 hours and 85 hours. In no event will an officer be regularly scheduled to work in excess of 170 hours in a 28-day work period. For the entire 32-week shift rotation cycle, police officers work an average of 39.8 hours a week.

(b) The following rules shall apply for the accounting of time Employees participating in the triangle shift plans.

1. For the purpose of accounting for payment of overtime as set forth by the requirements of the Fair Labor Standards Act, the designated work period for Employees shall be 28 days.
2. An Employee who works scheduled shift days or takes approved leave shall be paid a base pay computed on the basis of 80 hours of work for each pay period.
3. If an Employee works hours in excess of the regular shift schedule hours, the Employee shall be paid overtime at a rate of 1.5 times the regular hourly rate for the excess hours.
4. If an Employee is absent without approved leave, the officer's pay shall be reduced from 80 hours by the number of hours of unauthorized absence from scheduled work.
5. An Employee who takes approved annual or sick leave shall have his/her accumulated annual or sick leave reduced by the number of scheduled work hours the employee is absent from work.

6. If an Employee terminates employment, payroll accounting shall make a determination as to whether any adjustment in final pay is required to reflect actual hours worked up to that point in the shift schedule.
7. The workday shall include a paid meal period which must be taken within the regular scheduled shift hours. Employees participating in such meal period shall be in on duty status and subject to immediate call as determined by the demand for police service.
8. Other Employees assigned to Uniform Patrol Division who are not working in a triangle plan shall continue current practice with respect to scheduling and over time.

(c) During this Agreement, The Department and the Union shall have the right to meet to discuss proposed alternative schedules to the current Triangle Shift Plan. Any changes to the Triangle Shift Plan shall be agreed upon by both parties prior to implementation.

Add the following to this Section:

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

3. GO's – No changes.

4. LEOBR Article 18

Delete all language pertaining to provisions in excess of LEOBR as currently enacted. The intent of this change is to allow only for such Rights as are currently in state law and those changes which are enacted into law by the Maryland Legislature and signed by the Governor/ or where the Legislature has overridden the Governor's veto at any time during the term of this Agreement.

Changes as follows:

When LEOBR is mentioned in the Agreement, it shall be understood that the reference is to the current law and those changes in such law which are enacted into law by the Maryland Legislature and either signed by the Governor, or becomes law as a result of the Legislature overriding the Governor's veto at any time during the term of this Agreement.

Article 30 Miscellaneous

Delete provisions relating to restrictions on use of recording or audits of body cameras.

4841-5293-4128, v. 1

**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 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

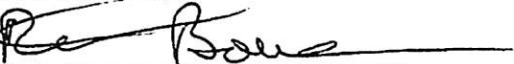
- (a) Body Cameras: Subject to the provisions of this paragraph, the Department will not use body camera recordings to initiate an individualized investigation without consent of the Chief. However, if the Department initiates an investigation as a result of information other than a body camera recording, 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



TEAM MEMBER

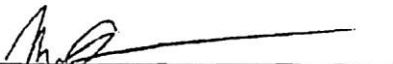


TEAM MEMBER

TEAM MEMBER

TEAM MEMBER

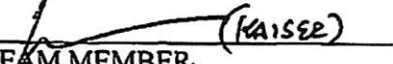
FOR THE UNION:



PRESIDENT

 (Starkley)

VICE PRESIDENT

 (KAISER)

TEAM MEMBER

 (HAWKINS-GRAHAM)

TEAM MEMBER

 (Roberson)

TEAM MEMBER

TEAM MEMBER

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Richard Bowers

Submitting Department: Greenbelt Police

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

Police Crime Report

Suggested Action:

On May 24th, Council adopted legislation establishing a bi-monthly public hearing on the City's crime statistics. Chief Bowers will present to Council the recent crime statistics.

Attachments:

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

Greenbelt MML Legislative Action Requests (LAR)

Suggested Action:

Reference:

MML LAR Requests

2022 MML Legislative Request Form

MML is beginning to gear up for the 2022 legislative session and seeking Legislative Action Requests (LAR) from municipalities. The LAR form is now available and needs to be submitted by Friday, July 30, 2021. Up to three legislative solutions per municipality to municipal problems submitted through the LAR process will be considered by the MML legislative committee as a potential League priority.

Attachments:

[MML LAR Requests.pdf](#)

[2022 MML Legislative Request Form.pdf](#)

Greenbelt MML LAR Items

MML is beginning to gear up for the 2022 legislative session and seeking Legislative Action Requests (LAR) from municipalities. The LAR form, attached, is now available and needs to be submitted by Friday, July 30, 2021. Up to three legislative solutions to municipal problems submitted through the LAR process will be considered by the MML legislative committee as a potential League priority.

Per MML, please remember that each municipality is limited to up to three legislative requests and each LAR must be verified and signed by a representative of the municipality prior to submission showing each LAR was approved/endorsed at a meeting of the jurisdiction submitting the LAR.

Listed below are our LAR submissions over the last several years.

2021

Housing Discrimination

Summary: Pass legislation to prohibit housing discrimination based on source of income. Specifically, discriminatory practices in residential real estate transactions and the sale or rental of a dwelling because of a person's source of income (government or private assistance, self-employment, etc.)

Electric Vehicle Infrastructure

Summary: Consumers and fleets hesitate to purchase/utilize electric vehicles due to a lack of convenient charging stations. Providing funding for electric vehicle infrastructure - in particular fast charging stations, would encourage additional electric vehicle purchases and usage.

2020

Municipal Revenue Source Options

Summary: Many municipalities are too reliant on Property Tax revises and need additional options to generate revenues. Request seeks legislation to provide additional revenue sources for municipalities in addition to property taxes. This could include a local option sales tax, a share of online sales taxes or other sources. This could be done through enabling legislation of revenue sharing.

Electric Vehicle Infrastructure

Summary: Consumers and fleets hesitate to purchase/utilize electric vehicles due to a lack of convenient charging stations. Providing funding for electric vehicle infrastructure - in particular fast charging stations, would encourage additional electric vehicle purchases and usage.

Ban Single Use Plastics

Summary: There is too much plastic in the waste stream and in the environment, particularly in our waterways. This request seeks legislation to ban single-use plastics such as bags, straws, coffee stirrs, single use bottles, etc.

2019

Municipal Revenue Share of Online Sales

Summary: Request seeks legislation to provide additional revenue sources for municipalities by sharing sales tax revenues from online sales, through enabling legislation of revenue sharing. This request is consistent with a (recent) Supreme Court decision, tax online sales and provide a municipal share of this revenue.

Oversight of Tree Canopy Maintenance

Summary: Power companies engage in vegetation management practices which can negatively impact the health and appearance of the tree canopy in our communities. Provide local governments with more authority over vegetation management by electric companies.

Prohibition on Retro Active Utility Billing

Summary: Utility companies can retroactively bill for up to 12 months if they make a mistake in the billing rate code/determination. This can have a detrimental impact on their customers. Seeking legislation to prohibit power companies from retroactively billing a customer when the utility makes a mistake.

2018

Housing Discrimination

Summary: Pass legislation to prohibit housing discrimination based on source of income. Specifically, discriminatory practices in residential real estate transactions and the sale or rental of a dwelling because of a person's source of income (government or private assistance, self-employment, etc.)

Cell Phone Antenna Siting Approval and Fee Authorization

Summary: Local Governments lack regulatory authority over cell phone towers and these towers can have negative impacts on property values and potential health impacts. Provide local governments with more authority over cell phone towers including small cell towers and taxing authority. This legislation would give local governments more control installation of cell phone towers in their jurisdictions. It could improve property values and quality of life.

Prohibition on Retro Active Utility Billing

Summary: Utility companies can retroactively bill for up to 12 months if they make a mistake in the billing rate code/determination. This can have a detrimental impact on their customers. Seeking legislation to prohibit power companies from retroactively billing a customer when the utility makes a mistake.

2022 MML LEGISLATIVE REQUEST

Name of Municipality, Chapter or Department submitting request: _____

Contact Person/Title _____

Address/City/State/Zip: _____

Telephone numbers: (Work) _____ (Home) _____ E-mail: _____

How MML Legislative Priority Issues Are Selected

1. The League shall inform all member municipalities, chapters, and departments that they may **submit up to three legislative requests each for consideration** as MML initiatives before the Maryland General Assembly by a deadline selected by the League.
2. The staff reviews these requests and prepares background information for the Legislative Committee.
3. The Legislative Committee meets to discuss these requests and to consider MML priority issues not resolved during the previous session.
4. A legislative request that is the same or as substantially similar to a request that has previously been considered and rejected by the committee twice within a four-year period coinciding with the current term of the General Assembly shall be excluded from consideration by the committee.
5. The LAR submission form requires verification that the elected body of a municipality or the membership of a chapter or department has endorsed a legislative request prior to submission.
6. The committee shall limit legislative sponsorship proposals to the membership for consideration at the fall conference to no more than four (4) non-prioritized items and limit the proposals adopted by the membership to four (4).

LAR FORM MUST BE RETURNED VIA MAIL OR E-MAIL NO LATER THAN FRIDAY, JULY 30, 2021.

1. Describe the problem or situation the request is intended to address:

2. Describe the requested legislation:

3. Describe how the requested legislation would remedy the problem:

4. The proposed legislation would address:

☐ Only municipalities in your county ☐ Municipalities in the entire state
☐ All counties and municipalities in the entire state ☐ Only your municipality

5. Would the proposed remedy have a significant fiscal impact on your municipality?

BACKGROUND INFORMATION

1. Could the problem be resolved by something other than a new law, i.e., action by another level of government or changes in administrative procedures?
2. If administrative remedies have already been pursued, what were they and what was the outcome?
3. What other state and/or local agencies, if any, would be affected by this proposal?
4. Have any state agencies been contacted about the proposal? If yes, what was their reaction?

HISTORICAL INFORMATION

1. Has the League considered this proposal in a previous year? If yes, describe any significant changes in circumstances that might improve its chances of success in 2022:
2. Has this request been considered by the General Assembly in prior sessions? If yes, please provide the bill number, year, and outcome of legislation, if known:
3. Has this proposed legislation been implemented by any other city, county or state? If yes, please describe where it has been implemented and cite any existing law or model code upon which the proposal is based:

Signature of authorized municipal, chapter
or departmental official

Print name & Title

Date

Please return LAR form to:
MML Legislative Committee
1212 West Street
Annapolis, MD 21401
ATTN: Bill Jorch
410-268-5514
E-mail: kevinc@mdmunicipal.org
& copy billj@mdmunicipal.org

Please indicate the date of the meeting where the governing body of the municipality, chapter or department endorsed/approved this request: _____.

Please complete this form in its entirety. Attach additional sheets, if necessary, as well as documents related to your request. **Please return to MML NO LATER THAN FRIDAY, JULY 30, 2021.**

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

* Resignation from Advisory Group

Suggested Action:

Reference: Letter - L. Whitmer

Letter - J. Gaebe

Email - L. Irwin

Lester Whitmer has submitted his resignation from the Parks and Recreation Advisory Board (PRAB).

Julie Gaebe has submitted her resignation from the Board of Elections (BoE).

Leeann Irwin has submitted her resignation from the Forest Preserve Advisory Board (FPAB).

Approval of this item on the consent agenda will indicate Council's intent to accept Mr. Whitmer, Ms. Gaebe, and Ms. Irwin resignation with regret.

Attachments:

City Council Agenda Item Report

Meeting Date: July 12, 2021

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

* Reappointments to Advisory Boards

Suggested Action:

Reference: Surveys

Robert Zugby has indicated his willingness to continue to serve on the Ethics Commission (EC).

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

Warren Wilcox has indicated his willingness to continue to serve on the Senior Citizens Advisory Committee (SCAC).

Lawrence Hilliard has indicated his willingness to continue to serve on the Greenbelt Advisory Committee on Environmental Sustainability (Green ACES).

Sieglinde Peterson has indicated her willingness to continue to serve on the Ethics Commission (EC).

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

Attachments:

City Council Agenda Item Report

Meeting Date: July 12, 2021

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

7/9/2021 10:04 AM



City Council Meetings & Work Sessions July – August

Regular Meeting, Virtual	Mon.	07/12	8:00 pm
Work Session – Presentation to Council on Financial Policies	Tues.	07/13	8:00 pm
Work Session – PSAC Report (Reform of Police Procedures for the Greenbelt Police Department) (tentative), (Virtual)	Wed.	07/14	8:00 pm
Work Session – GEAC (stakeholder), (Virtual)	Mon.	07/19	8:00 pm
Advisory Board Interview	Wed.	07/21	7:40 pm
Work Session – GHI (stakeholder), (Virtual)	Wed.	07/21	8:00 pm
Work Session – City Manager Quarterly Update, (Virtual)	Mon.	07/26	8:00 pm
Closed Session – Pending Personnel and Legal Issues, (Virtual)	Mon.	07/26	Following CM WS
Four Cities Meeting (Town of Berwyn Heights), (Virtual)	Wed.	07/28	7:30 pm
Work Session - IT Strategic and Operational Plan/Security	Mon.	08/02	8:00 pm
Work Session - Greenbelt Branch Library	Wed.	08/04	8:00 pm
Regular Meeting	Mon.	08/09	8:00 pm
Work Session – Davenport – Assemble Capital Projects List	Wed.	08/11	8:00 pm
Work Session – Public Forum to include Greenbriar Park transfer into the Forest Preserve	Mon.	08/16	8:00 pm
Work Session – Food Trucks/ Davenport – Proposed Financial Policies Adopted by Council	Wed.	08/18	8:00 pm
Work Session – FPAB Report (Interim Pilot of Trail Management Activities in the Greenbelt City Forest Preserve)	Mon.	08/23	8:00 pm
Work Session – Greenbelt Station HOA (stakeholder)	Wed.	08/25	8:00 pm
Work Session – American Relief Plan Act Funds (tentative)	Mon.	08/30	8:00 pm

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

This schedule is subject to change. For confirmation, call 301-474-8000. Regular and Special meetings and Work Sessions are open to the public. If special accommodations are required for any disabled person, please call 301-474-8000 or 301-474-3870 no later than 10 a.m. on the meeting day. Deaf individuals are advised to use Video Relay Services (VRS) at 711 or e-mail banderson@greenbeltmd.gov 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

7/9/2021 10:04 AM

Ready to be scheduled:

Closed Session (*Cable Ordinance*)
MARC Train Service/ MDOT
Arts & Entertainment District
Potential Bond Referendum/Capital Financing
Parke Crescent Apartment Complex
Bernard Penney (*Memorial Donation in honor of Leonie Penney*)
Cemetery Plans
City Contracting Policy
DPW&T (*Bikeshare Program*)
BARC
Hotels
Pepco
WSSC
Celebration of Centenarians
ERB Reports: (#2020-01 Procedures for Employee Appeals and Grievances); (#2021-02 Collective Bargaining for Non-Managerial Employees) (*waiting for CRAB Report*)
Prince George's County Economic Development Corp. (*September 20th*)
No Meeting – (*November 17th, NLC City Summit, Salt Lake City, UT*)
Community Gardens/FPAB
Proposed School Boundary Changes (requested by Ms. Pope and Ms. Mach) (*September 22nd*)

For later scheduling:

Zoning Enforcement
Parkway Apartment Owners/GHI (*parking*)
Northway Fields Master Plan
City Manager Updates (Jan, Pre-budget; July & Sept/Oct)
Meeting with County on Transportation Plan
Department of Permitting, Inspections & Enforcement (DPIE)
Museum Plan
Term Limits legislation (*referral submitted to CRAB*)

Annual														
Advisory Group Chairs	3/16	2/17	7/18	7/19	6/20	6/21								
Franklin Park at Greenbelt Station Mgmt.	8/16	11/17	12/18	12/19	12/20									
Greenbelt East Advisory Coalition	3/16	7/17	3/19	6/20										
Greenbelt Homes, Inc.	6/16	7/17	7/18	7/19	10/20									
Greenbelt Station	8/19	12/19	8/20											
County Executive/ County Council	12/13	9/16	1/19	8/20	11/20									
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	9/20											
Greenbelt Community Garden Club	3/21													
Greenway Center	7/14	12/16	2/19	12/20										
Civic Associations	8/14	2/18	8/20											
NASA/GSFC	3/15	3/17	9/19	12/20										
PG Co. Economic Development Corp.	8/14	4/17	7/19											
School Board	2/16	5/17	10/18	3/19	9/20									
State Highway Administration	6/15	10/17	11/20											
Every Three Years														
Apartments	2/18	4/21												
Religious/Spiritual Organizations	3/13	6/15	6/19											
Greenbelt Watershed Groups	8/14	10/16	10/19											
Hotels														
University of Maryland	3/13	4/15												
Every Three Years or Major Issue														
Comcast	9/13	11/17	3/21											
Verizon	2/20													
PEPCO	9/14	1/17												
WSSC	12/12	9/16												
WGL	12/17													
Capital Office Park	12/12	1/16	9/19											
Other Business Parks:														
Maryland Trade Center														
Golden Triangle														
Hanover Parkway														
Belle Point														
Edmonston Road														

WMATA/PGDPW&T (Semi-Annual)	11/16	9/17	11/18	1/20										
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	8/20	11/20	2/21	6/21	
State's Attorney (4 years)	2/11	4/15	9/19											
Roosevelt Center Owner	9/15	8/20												

(Rev. June 3, 2021)