CITY COUNCIL AGENDA

This meeting will be held in-person and virtual.

25 Crescent Road
Greenbelt, MD 20770

OR

Virtual Participation
Zoom Webinar Attendees:

During "Petitions and Requests," please submit your request in writing via email to questions@greenbeltmd.gov

https://us02web.zoom.us/j/89901847522?pwd=dWdtbVQyZkJLZDZLRCtVZ2orcDFHZz09
Dial-in: 301 715 8592
Webinar ID: 899 0184 7522
Passcode: 478920

Monday, May 13, 2024
7:30 PM

I. ORGANIZATION 15 minutes (7:30 - 7:45 pm)

1. Call to Order

2. Roll Call

3. Meditation and Pledge of Allegiance to the Flag

4. Petitions and Requests

5. Consent Agenda - Approval of 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.)

6. Approval of Agenda and Additions

II. COMMUNICATIONS 30 minutes (7:45 - 8:15 pm)

7. Presentations

7a. Municipal Clerks Week Proclamation

Suggested Action:

May 5 through May 11, 2024, will be the 55th Annual Professional Municipal Clerks Week. In 1984, President Ronald Reagan signed a proclamation that officially declared Municipal Clerks Week the first full week of May. Bonita Anderson, City Clerk, will be present to receive the proclamation on behalf of the City Clerk's Office.

MunicipalCityWeek2024-proclamation-evj.pdf

7b. Memorial Day Poppy Presentation

Suggested Action:

The American Legion Post 136 will hold its commemoration of Memorial Day on May 27. The officers and members of the American Legion Auxiliary will attend the meeting and present a tribute in honor of the annual remembrance of those who have lost their lives in combat while serving in the armed forces.

7c. Asian American Pacific Islander American Heritage Month

Suggested Action:

Mayor Jordan will present a proclamation declaring May as Asian American Pacific Islander Heritage Month, and Ms. Rose Qi will be present to accept the proclamation.

AsianAmericanHeritageMonth2024-proc2024.pdf

*8. Minutes

Suggested Action:

* Budget Work Session - March 29, 2023
* Budget Work Session - May 01, 2023
* Budget Work Session - May 10, 2023
* Budget Work Session - May 15, 2023
* Work Session - June 12, 2023
* Work Session - June 21, 2023

WS230329.pdf

WS230501.pdf

WS230510.pdf

WS230515.pdf

WS230612.pdf

WS230621.pdf

8a. Statement for the Record - Closed Session - April 08, 2024
Suggested Action:
Reference: Statement for the Record, April 08, 2024

Closed Session of April 08, 2024: The following motion is needed: In accordance with the General Provisions Article, Section 3-06(C)(2) of the Annotated Code of the Public General Laws of Maryland. I move that the minutes of tonight's meeting reflect that Council met in closed session on Monday, April 08, 20254, at 9:29 p.m., in Council Chambers and via Zoom. Council held this closed meeting in accordance with Section 3-305(b)(3) of the General Provision Article of the Annotated Code of the Public General Laws of Maryland: to consider the acquisition of real property for a public purpose and matters directly related thereto.

The purpose of this meeting to consider the acquisition of real property for a public purpose and matters directly related thereto.

Vote to close session:

Ms. Knesel - Yes
Ms. McKinney - Yes
Ms. Pompi - Yes
Ms. Pope - Yes
Mr. Roberts - No
Ms. Weaver - Yes
Mayor Jordan - Yes

Staff members in attendance: Josué Salmerón, City Manager; and Terri Hruby, Director of Planning and Community Development.

Other individuals were in attendance: None.

Council took the following actions: Approved City Manager to proceed with contract negotiation for one property acquisition (one dissention) and gather more information about the other opportunity.
Closed Session Form April 08, 2024.pdf

8b. Statement of Record - Closed Session, April 22, 2024
Suggested Action:
Reference: Statement for the Record, April 22, 2024

Closed Session of April 22, 2024: The following motion is needed: In accordance with the General Provisions Article, Section 3-06(C)(2) of the Annotated Code of the Public General Laws of Maryland. I move that the minutes of tonight's meeting reflect that Council met in closed session on Monday, April 22, 20254, at 10:19 p.m., in Council Chambers. Council held this closed meeting in accordance with Section 3-305(b)(10)(ii) of the General Provision Article of the Annotated Code of the Public General Laws of Maryland: to discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: the development and implementation of emergency plans.

The purpose of this meeting to discuss public security, including the development and implementation of emergency plans.

Vote to close session:

Ms. Knesel - Yes
Ms. McKinney - Yes
Ms. Pompi - Yes
Ms. Pope - Absent
Mr. Roberts - No
Ms. Weaver - Yes
Mayor Jordan - Yes

Staff members in attendance: Josué Salmerón, City Manager; Rick Bowers, Police Chief; Tim White, Deputy Police Chief; Johnny Guy, Police Sergeant; and Bonita Anderson, City Clerk.

Other individuals were in attendance: None.

Council took no action during this session.
Closed Session Form April 22, 2024.pdf

9. Administrative Reports
Suggested Action:

Reference: This link will display the weekly report for the City Manager and City Departments

https://www.greenbeltmd.gov/government/city-administration/city-manager-s-office/weekly-reports/-folder-1543#docan2352_4054_3510

*10. Committee Reports

III. LEGISLATION 30 minutes (8:15 - 8:45 pm)

11. An Ordinance of the Council of the City of Greenbelt, Maryland Authorizing the Acquisition by Negotiated Purchase of Certain Real Property Known as Parcel 84 (TAX ID NO. 2397727), Containing 22.09 Acres, at a Purchase Price of One Hundred Ninety-Six Thousand Dollars ($196,000), Plus Incidental Costs, for a Public Purpose

-2nd Reading, Adoption

Suggested Action:

Reference: Ordinance
Parcel 84 Image

NVR MS Cavalier Greenbelt, LLC, owners of a 22.09-acre undeveloped parcel located immediately to the North of the Greenbelt Station development has offered to sell the property to the City at slightly below market value, $196,000. The property has significant sensitive environmental features (Floodplain, non-tidal wetlands streams and tributaries and woodlands) and lies adjacent to City-owned parkland and State-owned preservation land. In addition, the City currently holds an easement on the property to allow for the construction of the WMATA Trail, which will connect the Greenbelt Station community to the Greenbelt Metro Station. The property is also subject of a County approved Conceptual Site Plan and an Annexation Agreement that references, Greenbelt Station Parkway extending north through the property to provide multi-modal access to the Greenbelt Metro Station and associated mixed-use development, however, such right-of-way has not been platted.

Staff believes it is in the City's best interest to purchase the property for public purpose. The property, which is Zoned Regional Transit Oriented, Low Intensity Core (RTO-LC), has high conservation and preservation value as the property is bisected by several creeks that make up portions of the headwaters of Indian Creek, has significant woodlands, non-tidal wetlands and is contiguous to City and State-owned open space. Purchasing the property will also best position the City to control all aspects of any future access through the property, including the planned WMATA trail connection. The easement the City currently holds to allow the City to construct and maintain the WMATA trail on the property does have a termination provision that would allow the Grantor the right to terminate the easement if the City's connection agreement with WMATA expires or is terminated.

The City received two appraisals, valuing the property at $200,000 and $210,000. There is sufficient funding in the Greenbelt West Infrastructure Fund to fund the acquisition, and if approved by council staff will prepare an ordinance appropriating funds from the Greenbelt West Infrastructure Fund balance to this acquisition. Funding this acquisition will not impact the City's ability to fund the Greenbelt Station recreation amenities proposed in the FY 2025 budget, as staff is proposing to use Program Open Space funds to cover 90 percent of the cost of those improvements.

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

Image Parcel 84.pdf
Ordinance.pdf

12. An Ordinance of the Council of the City of Greenbelt, Maryland to make a Supplemental Appropriation in the Greenbelt West Infrastructure Fund in the amount of Two Hundred and Twenty-Five Thousand Dollars ($225,000) for the Acquisition of Certain Real Property Known as Parcel 84 (Tax Id No. 2397727), Greenbelt, Maryland and related costs.

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

    Suggested Action:
    Reference: Ordinance

    A one-time supplemental appropriation in the Greenbelt West Infrastructure Fund in the amount of $225,000 is needed to fund the acquisition of Parcel 84 and related costs, which City Council is scheduled to vote on this evening.

    Per the terms of the purchase contract the City has sixty days to finalize the purchase, and therefore, staff recommends City Council introduce for first reading and suspension of the rules for second reading and adoption an ordinance to appropriate $225,000 to the Greenbelt West Infrastructure Fund from the Greenbelt West Infrastructure Fund.

    Appropriations Ordinance.V.2.BG.5.6.24.pdf

IV. OTHER BUSINESS 60 minutes (8:45 - 9:45 pm)

13. Mobile Security Unit (MSU) - Number 2

    Suggested Action:
    Reference: Memorandum - B. Kim, 04.23.2024
    ECAMSECURE Quote

    Council approved a pilot program aimed at tackling the persistent issue of illegal dumping in and around three main areas of our city. The deployment of a mobile security unit (MSU) was a key component of this initiative. The Department of Public Works has assessed the program and deemed it an astounding success, with zero illegal dumping incidents reported at one of our main recycling centers within days of initial deployment.

In recent events, staff deployed the MSU to address security concerns experienced in Schrom Hills Park. The versatility and effectiveness of this unit have become increasingly evident, demonstrating their utility beyond the original scope of the program.

In light of this success and the ongoing need to address security issues in various areas of the city, staff is proposing the purchase of a second mobile security unit from ECAMSECURE. This additional unit will enable us to address multiple concerns concurrently and provide enhanced security coverage where needed.

Staff believe that investing in a second MSU is a prudent step toward maintaining the safety and cleanliness of our community. Staff is seeking Council's authorization for the City Manager to execute the attached contracts with ECAMSECURE, totaling $30,390.00. The funding source is ARPA funds designated by Council for this purpose.

Memorandum - B. Kim, 04.23.2024.pdf
ECAMSECURE Quote.pdf

14. Visualize 2050

Suggested Action:

Visualize 2050 Air Quality Conformity Analysis

The list of projects solicited for the Visualize 2050 National Capital Region Transportation Plan and the FY 2026-2029 Transportation Improvement Program (TIP) is scheduled to be finalized at the May 15, 2024, meeting of the National Capital Region Transportation Planning Board (TPB). This work effort addresses requirements associated with attainment of the ozone National Ambient Air Quality Standards (NAAQS). Volatile organic compounds (VOC) and nitrogen oxides (NOx) are ozone precursor pollutants. Note that the air quality assessment doesn’t include greenhouse gases, which are not considered a criteria pollutant, and therefore are not covered by the NAAQS. This list of projects also does not include ongoing or candidate projects that are not regionally significant for air quality. Later steps in the process include adding projects that are considered non-regionally significant for air quality and finalizing the financial plan and project list for Visualize 2050 in Fall 2024. Drafting of the Visualize 2050 plan and FY 2026-2029 Transportation Improvement Program will be in Winter 2024, followed by a further public comment period and approval in June 2025.

From a local perspective, it's worth noting that the widening of MD 201 was removed from the project list. A project related to the ramp to the BW Parkway from MD 193 Greenbelt Road is also listed as removed. Construction of the interchange at the Greenbelt Metro Station is listed for construction by 2030. Many of the concerns expressed by written comments and presenters in person at previous TPB meetings were about the various highway expansion and toll lanes projects, especially I-270 and I-495. (COG staff produced a FAQ memo specifically about I-270 toll lanes project.) There are especially concerns about the express lanes project on the Woodrow Wilson Bridge (I-495 Southside Express Lanes) impeding future plans to extend the Blue Line. The Virginia Department of Transportation has included letters in the materials committing to converting one of those lanes for future rail lines when needed. A letter promised from the Maryland Department of Transportation regarding I-270 toll lanes is not yet available.

There were also general concerns about the process not directly addressing climate change goals, and the general dearth of transit projects compared to highway projects, as well as concerns about equity.

Mayor Pro Tem Weaver asked this agenda item to be added to the agenda to have guidance from the rest of Council before the vote on May 15^{th}.

15. Authorize City Manager to Purchase a Shuttle Bus

Suggested Action:

Reference: Memorandum - A. Oudemans - 05.07.2024

Floorplans

Proposal

Contract Amendment

Specifications Proposal

The Recreation and Public Works Department support the purchase of a second City Passenger Bus. Staff believe this initiative aligns with staff shared goals of enhancing community services and addressing the needs of the public.

The proposed bus is known as a 12&2 and includes a wheelchair lift and can accommodate two wheelchairs for a total of 14 passengers.

Both the Recreation and Public Works Department recognize the importance of this endeavor and the positive impact it would have on our community. The Public Works Department is committed to providing our full support throughout the process, including the acquisition, operation, and maintenance of the additional bus. The funding source for this purchase is a reallocation of ARPA fund designated by Council for one EV Shuttle Bus. There no EV Shuttle Buses available in the market for this seating capacity. Larger EV Buses are costly and do not meet the City's needs.

Memorandum - A. Oudemans - 05.07.2024.pdf
Floorplan.pdf
COB Bus Quote.pdf
Apple Ford MA-4504 Renewal 3 (002).pdf
F4623 Ford E350 Allstar 12 2 proposal Greenbelt Rec.pdf

16. Introduction of Proposed Council Goals/Draft City Council Planning Framework

Suggested Action:

In November 2023, the city of Greenbelt elected its 45 th City Council which included two new council members. In late January, the Council appointed one new additional council member to fill the council seat vacated with the untimely passing of Council Member Brandon “Ric” Gordon in November 2023. Continuing the longstanding council tradition, the Greenbelt City Council conducted a two-part retreat at the Greenbelt City Municipal Building on January 27, 2024, and a follow-up work session on April 2, 2024, with all council members in attendance. The goals of the retreat were to conduct teambuilding activities to enhance communication and cooperation across the council and to discuss a set of council priorities and goals that reflect the values, needs, and interests of the Greenbelt community.

The following document captures priorities and goals to guide the council's focus over the 2-year elected term. The framework will be used as a tool to direct the City Manager and to track the impact of city programs and services in order to ensure they meet the needs of all Greenbelt residents.

The document is on the agenda as a draft for informational purposes. Further discussion will occur at a later meeting.

2024 Council Planning Framwork (draft).pdf

17. Council Activities

18. Council Reports

19. Meeting
Suggested Action:
Please note that the Regular Meeting/2nd Public Hearing has been rescheduled to May 29, 2024, at 7:30 pm. During the work session on May 6, the Council discussed the possibility of moving the meeting from May 28 to May 29. A motion is required to formalize the rescheduling of the May 28 Regular Meeting to May 29.
meetings.pdf

*20. Stakeholder List
Stakeholder Schedule.pdf

*21. Resignation from Advisory Board/Committee/Commission
Suggested Action:
Reference: Email - J. Hamlin - 04/16/2024
Email - B. Townsend - 04/29/2024

Josh Hamlin have submitted his resignation from the Reparations Commission and Ethel Dutky have submitted her resignation from the Advisory Committee on Trees.

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

*22. Reappointment to Advisory Board/Committee
Suggested Action:
Reference: Reappointment Survey

Iona King indicated her willingness to continue to serve on the Senior Citizens Advisory Committee.

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

*23. Approval of Letter to District Delegates and the Maryland Insurance Administration Expressing Concern Over Unsustainable and Unjustifiable Increases in Homeowner Insurance Rates
Suggested Action:

Reference: Letter, A. Washington and K. Birrane, 05/10/24

Enclosed in the Council packet is a draft letter. Approval of this item on the consent agenda indicates Council's approval for staff to send the letter.

2024.05.10_Letter to District Delegates and the Maryland Insurance Administration.pdf

*24. Award of Contract – Parcel 84 Boundary Survey and Legal Description

Suggested Action:

Reference: Cost Proposal

The Title Attorney assisting the City with the purchase of Parcel 84 has informed the City that a boundary survey and legal description of the parcel is needed for the City to purchase the property. Per the terms of the purchase contract, the buyer is responsible for having a survey completed. Charles P. John and Associates, one of the City's on-call engineers, has submitted a proposal to complete the survey work and legal description at a lump sum cost of $23,800. The proposal is based on competitive pricing per the terms of the City approved contract. Funding for this work will come from the Greenbelt West Infrastructure Fund.

Staff recommends City Council approve contracting with Charles P. Johnson and Associates to complete a boundary survey and legal description of Parcel 84 at a lump sum cost of $23,800.

Final Proposal CPJ Survey Parcel 84 5.1.24.pdf

*25. GAFC Structural Remediation Project - Outdoor Equipment Room Change Order

Suggested Action:

Reference:
Memorandum, B. Kim, 05/06/2024
Proposal: Next Day Concrete Change Order

In 2023, Council approved staff to proceed with the structural remediation of the main equipment room servicing the outdoor pool.

During the project, the engineer of record suggested additional works be done in the secondary (smaller) equipment room to alleviate water drainage issues.The scope of work included the addition of a sloped slab on grade and installation sump pump and associated piping.

Additional work will address residual run-off water originating from the upper deck and assist with preserving the structural integrity for years to come.

Staff is recommending Council's authorization for the City Manager to execute the attached contract with Next Day Concrete and Masonry, totaling $14,850.00.

24.05.06_Memo_Approval_GAFC_Outdoor_Structural_Remediation_CO.pdf
Next_Day_Concrete_Change_Order.pdf

*26. ARPA Non-Profit Grants
Suggested Action:

Reference: Memorandum, T. George, 05/10/2024

A panel of staff members, which includes the City Manager, Assistant City Manager, CARES Director, Planning Director, and DEI Officer, has reviewed and approved the ARPA grant awards listed in the memorandum. The funding for these awards is within the Council's previously approved allocations. A memorandum is included in the Council packet to provide transparency for the grant recipient funding and clarity for the awards.

By approving this item on the consent agenda, Council will be indicating their approval of the review team's recommendation to award $25,000 in ARPA Non-profit Grant funding.

ARPA Grant Funding Memo May 13 Council Meeting v2.pdf

Agenda Item No: 7a.

City Council Agenda Item Report

Meeting Date: May 13, 2024
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: Proclamation
Agenda Section: COMMUNICATIONS 30 minutes (7:45 - 8:15 pm)

Subject:
Municipal Clerks Week Proclamation

Suggested Action:
May 5 through May 11, 2024, will be the 55th Annual Professional Municipal Clerks Week. In 1984, President Ronald Reagan signed a proclamation that officially declared Municipal Clerks Week the first full week of May. Bonita Anderson, City Clerk, will be present to receive the proclamation on behalf of the City Clerk's Office.

Attachments:
MunicipalCityWeek2024-proclamation-evj.pdf

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

WHEREAS, *the Office of the Professional Municipal Clerk is a cornerstone of local governance, serving communities worldwide as the oldest public servant role; and*

WHEREAS, *these clerks establish the critical professional link among citizens, local governing bodies, and other governmental levels; and*

WHEREAS, *committed to neutrality and impartiality, Professional Municipal Clerks ensure equal service to all, embodying the principles of democracy; and*

WHEREAS, t*hey act as the informational nexus of local government functions and community activities; and*

WHEREAS, *Professional Municipal Clerks are dedicated to enhancing their office's administration through ongoing education and professional development;*

NOW, THEREFORE, *I, Emmett V. Jordan, by the power vested in me by the residents and City Council, do herby recognize the week of May 5 through May 11, 2024, as*

PROFESSIONAL MUNICIPAL CLERKS WEEK

and further extend appreciation to our Professional Municipal Clerks, Bonita Anderson, Shaniya Lashley-Mullen, and to all Professional Municipal Clerks for their indispensable services and steadfast commitment to the communities they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Greenbelt, Maryland to be affixed this 13th day of May 2024.

____

Emmett V. Jordan, Mayor

City Council Agenda Item Report

Meeting Date: May 13, 2024
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: Presentations
Agenda Section: COMMUNICATIONS 30 minutes (7:45 - 8:15 pm)

Subject:
Memorial Day Poppy Presentation

Suggested Action:
The American Legion Post 136 will hold its commemoration of Memorial Day on May 27. The officers and members of the American Legion Auxiliary will attend the meeting and present a tribute in honor of the annual remembrance of those who have lost their lives in combat while serving in the armed forces.

Attachments:

Agenda Item No: 7c.

City Council Agenda Item Report

Meeting Date: May 13, 2024
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: Proclamation
Agenda Section: COMMUNICATIONS 30 minutes (7:45 - 8:15 pm)

Subject:
Asian American Pacific Islander American Heritage Month

Suggested Action:
Mayor Jordan will present a proclamation declaring May as Asian American Pacific Islander Heritage Month, and Ms. Rose Qi will be present to accept the proclamation.

Attachments:
AsianAmericanHeritageMonth2024-proc2024.pdf

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

WHEREAS, *Asian Pacific Islander American Heritage Month is celebrated nationally during May to commemorate the first immigrants who came from Japan on May 7, 1843; and*

WHEREAS, *Asian Pacific Islander American Heritage Month is to honor the completion of the transcontinental railroad on May 10, 1869, which upwards of 20,000 Chinese workers helped to construct; and*

WHEREAS, *in 1979, President Jimmy Carter signed the first presidential proclamation for Asian/Pacific American Week; and*

WHEREAS, *in 1992, President George W. Bush permanently designated May of each year as Asian/Pacific American Heritage Month; and*

WHEREAS, *in 2009, President Barak Obama expanded the Asian/Pacific American commemoration to include Pacific Islanders and;*

NOW, THEREFORE, BE IT RESOLVED, *I, Emmett V. Jordan, by the authority vested in me by the residents and City Council of Greenbelt, do hereby proclaim that May*

ASIAN PACIFIC ISLANDER AMERICAN HERITAGE MONTH

in the City of Greenbelt and encourage residents to celebrate and honor the enduring legacy, diverse cultures, and significant contributions of Asian Americans, Native Hawaiians, and Pacific Islanders. Their stories and achievements are woven into the fabric of our nation's history, and this month serves as a testament to their vital role in shaping our society.

IN WITNESS WHEREOF*, I have hereunto set my hand and caused the Seal of the City of Greenbelt, Maryland, to be affixed this 13th day of May 2024.*

____

EMMETT V. JORDAN
Mayor

BUDGET WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, March 29, 2023, to discuss the Overview, General Government/Other Funds/Non-Departmental and Fund Transfers, FY 2024 Proposed Budget.

Mayor Jordan started the meeting at 7:30 pm. The meeting was held in the Council Chambers of the Municipal Building, 25 Crescent Road, and virtually via Zoom.

PRESENT WERE: Councilmembers Colin A. Byrd (virtually), Judith F. Davis (virtually), Ric Gordon, Rodney M. Roberts (7:57 pm), Kristen L. K. Weaver, and Mayor Emmett V. Jordan. Councilmember Silke I. Pope was absent.

STAFF PRESENT WERE: Tim George, Interim City Manager; Debi Sandlin, Interim Assistant City Manager; Bonita Anderson, City Clerk (virtually); Dawane Martinez, Director of Human Resource; Chondria Andrews, Public Information and Communication Coordinator; Tyra Smith, Diversity, Equity and Inclusion Officer (virtually); Care Eure, Grants Coordinator (virtually); Dale Worley, Director of Information Technology; Brian Kennell, Assistant Director of Information Technology; and Shaniya Lashley-Mullen, Assistant to the City Clerk.

ALSO PRESENT WERE: Bill Orleans, and others.

Mayor Jordan explained that the proposed FY 2024 budget was presented to Council on Monday and provided an overview of the budget process, which includes nine budget work sessions and two public hearings, before the budget is adopted and passed on June 5. The proposed FY 2024 budget is on the City's website.

Mr. George provided Council with an overview of the proposed FY 2024 budget, including the most significant changes in the proposed budget which are the implementation of the Competition and Classification Study; a $2,000 increase in Council salaries; $25,000 for the Diversity, Equity, and Inclusion Baseline Analysis; $50,000 for the re-write of the Charter, City Code, and COPAR; an increase of $5,000 for the election; an additional full-time position in Human Resources; and a reduction in Special Counsel fees.

General Government

Council then reviewed the General Government section of the proposed budget page by page.

Council reviewed and discussed the accomplishments of the City Council, Administration, Economic Development, Human Resources, Finance, Information Technology, and Legal Counsel. Highlighted were the allocation of the American Rescue Plan Act (ARPA) fund and Council's opposition to the Maglev and the relocation of the proposed Bureau of Engraving and Printing facility to the Beltsville Agricultural Research Center.

There was a discussion regarding the ARPA fund projects.

Based on a question asked by Ms. Davis, Mr. Martinez explained that due to last year’s initiatives, the Human Resources Department was able to remove many fraudulent unemployment claims from the list. As a result, the number will continue to decrease.

Based on a question by Mayor Jordan, Mr. Martinez replied that the Human Resources Department has completed digitalizing current employee files and is working on converting earlier employee files.

Ms. Davis stated that the IT Department has been working with the network and security cameras and inquired if the department needed additional staff. Mr. Worley advised that the department could always use additional resources, but finding a qualified staff member who fits the City's needs is challenging.

There was a discussion regarding security enhancements. Mr. Worley explained that staff will address the aging camera systems at Public Works, the Community Center, and the Police Department.

Ms. Davis pointed out that the Legal Counsel's comments were the same as those in last year's budget. Mr. George replied that the City is receiving the same legal services as last year, and staff foresees no additional challenges in the near future.

Mayor Jordan noted that the City's social media presence is better coordinated. Ms. Andrews explained that the PIO office consists of three members who have increased notifications to residents with email blasts and have created a Design and Communications Standards guide and an interactive City of Greenbelt American Rescue Plan Act website.

Based on a question asked by Mr. Gordon, Ms. Andrews replied that the PIO office could always use additional resources. However, the department has funds for an intern and would be looking for one to assist with social media. Ms. Davis stated that high school students had previously interned with the PIO. She suggested adding photos to the "intentionally left blank" pages.

There was a discussion regarding refreshing the logo and the City's website. Mr. George stated that staff had discussed revamping the City's website and will come before the Council in late May or early June with a budgetary ask of $30,000 - $35,000 from the FY 2023 surplus funds. Ms. Davis requested that the logo not be changed.

Council reviewed and discussed the issues and services for FY 2024, including implementing ARPA programs and projects, managing and funding Capital Projects, staff recruitment and retention challenges, and space study and needs.

There was additional discussion regarding ARPA fund projects. Mr. George advised that staff will review all the projects and programs during the first week in July and come before Council to have the funds reallocated and repurposed in September or October.

Mr. George advised that a Space Study was conducted. The City was provided solid recommendations for the Ground Floor East space in the Community Center. In addition, he stated that staff is interviewing four architectural firms to discuss the possibilities with the Municipal Building space.

On page 70, Ms. Davis requested that Petitions and Requests, received and resolved, be added as a Performance Measure.

On page 71, Ms. Davis asked about Line 45, Membership and Training. Mr. George replied that staff had enough time to go to conferences or training. However, Mr. George added that he ensures staff receives the training they need and want. Ms. Davis advised that Council has promoted training over the years because a well-trained staff is an asset to the City.

On page 74, Ms. Davis pointed out that the voter turnout was 2,675, and the number of votes under the 2021 Election tab was 2,671. That number should be corrected.

About the Election discussion, Mr. Orleans stated that there were more discrepancies with the City's last election other than the numbers Ms. Davis had brought up.

Based on a question asked, Mr. Martinez replied that the Human Resources staff had implemented an online onboarding system, which included a small video link and a presentation on benefits.

On page 76, Susan Walker inquired about the big difference between W2 full-time employees from actual FY 2022, which was 596, and FY 2023, estimated at 450. Mr. Martinez explained that in FY 2022, all current and former employees received the ARPA Premium Pay.

Mr. Orleans stated that the Council had received a report from the Employee Relations Board (ERB) and the Community Relations Advisory Board (CRAB) regarding non-managerial collective bargaining and asked if the Council was going to allow staff to establish collective bargaining.

There was a discussion regarding the integration of the new financial system. Mr. Worley stated that staff is currently working with the vendor to determine if the timeclock file can be appropriately integrated into the new financial system.

On page 79, Ms. Davis pointed out that ARPA funding was listed under line 34.

There was additional discussion regarding security cameras. Mr. Worley stated that the IT Department has a set of locations identified in Franklin Park and Greenbelt East that were in the Public Safety Advisory Committee (PSAC) report.

There was a discussion regarding the Broadband Feasibility Study.

On page 84, Ms. Weaver asked if the social media contact responded to social media queries. Ms. Andrews replied that she would conduct additional research and provide the information to Council later.

On page 86, Ms. Davis pointed out that some of the tables' figures needed to be populated. Mr. George replied that he would research that information and provide Council with the data.

<u>Other Funds</u>

On page 231, Ms. Davis pointed out that there was a green blob on the budget page where a picture needed to be added. Ms. Andrews replied that the PIO would update that space with a photo.

There was a discussion regarding the Cemetery Fund. Ms. Davis suggested adding a columbarium to the cemetery because the current cemetery doesn’t have any available plots. In addition, she requested that a line item be added to the Cemetery Fund or the Public Works budget to maintain several historic cemeteries in the City.

On page 232, Ms. Davis pointed out a word must be added under Budget Comments number three. Mr. George said he would research that information and provide Council with an updated page.

Ms. Davis stated that she would ask during the Public Works Budget Work Session if the City has electric leaf blowers or gasoline-powered leaf blowers. Mr. George replied that staff sent him and Mr. Shafer, Director of Public Works, a list of small electric equipment that the City could consider purchasing.

Special Projects Fund

Council reviewed the Special Project Fund section of the budget.

Mr. George stated that the Speed Camera Program fund was moved from the Police budget because it needed separate funding. He explained that staff is reviewing the contract because revenue isn’t keeping pace with expenditures.

Based on a question asked by Mr. Orleans, Ms. Weaver explained that the City would need to conduct the Broadband Feasibility Study to determine the scope of the project and the cost before Broadband wires are laid in the City.

Agency Fund

Based on a question asked by Ms. Davis regarding the Spay and Neuter Clinic on page 246, Mr. George stated that he would follow up with the Animal Control Officer and the Chief to see if the City is still participating and using that fund.

Non-Departmental Fund

Based on a question asked by Mayor Jordan regarding the Renter and Homeowner Investment Programs on page 226, Mr. George stated that he would follow up with Ms. Batey, GAIL Program, to see if that program is still being used. Ms. Davis asked how many residents utilized this service.

On pages 226 and 227, Ms. Davis pointed out a discrepancy with the amount budgeted to be returned under Unallocated Appropriation. On page 226, it is noted that $20,000 is being returned. However, on page 227, line number 72, it is noted that $30,000 is being returned.

There was a discussion regarding the Retiree Prescription Subsidy on page 226. Mayor Jordan and Ms. Davis asked how many retirees use the subsidy. Mr. Martinez advised that he would follow up with Council's request.

Fund Transfers

Mr. George reviewed the Interfund Transfer process.
On page 228, Ms. Davis pointed out that the wording under Interfund Transfer – Replacement Fund is incorrect.

<u>Fund Transfer History – Building Capital Reserve, Capital Projects, and Replacement Funds</u>

On page 230, Ms. Davis pointed out that information needed to be added to the bottom of the page.

Information Items:

Ms. Davis asked if the Green Ridge House Budget Work Session would be virtual or in-person. Mr. George stated he was waiting to hear back from Ms. Potts.

Mayor Jordan requested that the Old Greenbelt Theatre be invited to Monday's Grants and Contribution Groups Budget Work Session.

Mayor Jordan requested that the Work Session with the Prince George's County Council Representatives on Wednesday, April 5, be cancelled due to Passover starting at sunset.

The meeting ended at 10:09 pm.

Respectfully submitted,

Shaniya Lashley-Mullen
Assistant to the City Clerk

BUDGET WORK SESSION OF THE GREENBELT CITY COUNCIL held Monday, May 1, 2023, to discuss the Public Safety, FY 2024 Proposed Budget.

Mayor Pro Tem Weaver started the meeting at 7:30 pm. The meeting was held in the Council Chambers of the Municipal Building, 25 Crescent Road, and virtually via Zoom.

PRESENT WERE: Councilmembers Colin A. Byrd (7:32 pm virtual), Judith F. Davis (virtual), Ric Gordon, Silke I. Pope (virtual), Rodney M. Roberts (7:31 pm), and Kristen L. K. Weaver. Mayor Emmett V. Jordan was absent.

STAFF PRESENT WERE: Tim George, Interim City Manager; Bertha Gaymon, City Treasurer; Chief Richard Bowers, Captain Timothy White, Captain Mark Sagan, Lieutenant Michael Apgar, Lieutenant Michael Parsley, Greenbelt Police Department; Chief Greg Gigiliotti, Greenbelt Fire Department; Rachel Tobin, Greenbelt Police Department Crisis Intervention Team; and Shaniya Lashley-Mullen, Assistant to the City Clerk.

ALSO PRESENT WERE: Bill Orleans and others.

Greenbelt Fire Department

The Council reviewed the Greenbelt Fire Department section of the proposed budget.

There was a discussion regarding Capital Improvement projects at the Greenbelt Fire Department. Since the last work session, Chief Gigiliotti informed the Council that Mr. George advised that the parking lot will be addressed and is on schedule in the next fiscal year's budget. He stated that the Fire Department had received four new HVAC units; however, it is still having issues with the temperature control modules in the building. Chief Gigiliotti noted that the ceiling tiles and the utility truck needed to be replaced.

Ms. Davis pointed out that Council still needs to receive regular reports, such as the Capital Improvement Project list, the Replacement Vehicle schedule, and Financial Reports.

Based on a question asked by Ms. Davis, Chief Gigiliotti replied that the Greenbelt Fire Department applied for the Volunteer Staffing Utilization Incentive Program and was awarded 12 hours of staffing a month. He said he would appeal to the Fire Commissary because the budget was cut. Chief Gigiliotti explained that the Greenbelt Fire Department would receive about $40,000 from the County for general maintenance and administration. Ms. Davis requested that the Council receive a copy of the Greenbelt Fire Department's Financial Report.

There was a discussion regarding recruitment.

Ms. Davis stated that there is $432,000 in the Capital Outlay Fund. The City is scheduled to contribute $120,000 this fiscal year.

Chief Gigiliotti invited the Council to the Memorial Day Service at Roosevelt Center at 11 am and lunch afterwards at the American Legion.

Police Department

Chief Bowers provided Council with highlights of the Police Department over the past year, which included establishing a Crisis Intervention Team (CIT) and reaching full staffing of sworn officers. However, there is still an opening in the Communications Department, as well as two half-time Animal Control positions, an Animal Control Officer and a Parking Enforcement Officer. In addition, he informed the Council that there had been a delay receiving the in-car camera systems.

Based on a question asked by Mr. Gordon, Chief Bowers replied that he would come back to Council to request additional staff within the next couple of fiscal cycles when the City's population expands with new development. He explained that the Department would be running a pilot program, which included having a full-time officer assigned to CIT.

Based on a question asked by Mayor Pro Tem Weaver, Chief Bowers has shared some of the Department's goals for this upcoming fiscal year, which include funding for ten vehicles, additional financing to meet the State mandate for mental health checks for sworn staff, and approval to hire police officers over the number appropriated. Mr. George explained that the additional funding for ten vehicles would come from either the fiscal 2023 surplus budget or reprogramming of the American Rescue Plan Act (ARPA) funding.

There was a discussion regarding electric vehicles and electric vehicle infrastructure.

Ms. Davis pointed out that Council still needs to receive the Vehicle Inventory Report.

Council reviewed the Police Department section of the proposed budget page by page.

There was a discussion regarding crime trends. Mayor Pro Tem Weaver read a question from Zoom's "Question and Answer" feature from Susan Walker, asking why crime is higher in Greenbelt Center than in other parts of the City, including Franklin Park. Chief Bowers explained that the Department has been working to address the crime trends in Greenbelt Center.

Based on a question asked by Mr. Gordon, Chief Bowers expressed his concerns with the legislation on cannabis, due to violent crimes associated with cannabis and its use.

Robert Snyder, Hillside Road, suggested converting the half-time Parking Enforcement Officer into a full-time employee because it is hard to find a half-time employee and the City is expanding. Chief Bowers explained that the staff would explore those options.

Ms. Tobin explained the CIT program, which included reviewing reports daily and following up with clients. She noted that she had conducted 147 assessments, 62 stabilization visits, and 1,500 phone calls or emails since July. Chief Bowers explained that Ms. Tobin assisted in running the CIT program. A total of 20 officers have completed the CIT training program.

Ms. Davis requested that Council receive the Parking Enforcement statistics. Chief Bowers stated that he would provide Council with the report.

Based on a question asked by Bill Orleans, a Greenbelt resident, Chief Bowers replied that he would research if the City's 11% traffic arrests were equal to a national or state average. He noted that officers are still seeing an increase in vehicle theft trends and responding to the initial calls for service with CIT.

Justin Baker, Lakeside Drive, stated that he hopes the Greenbelt community understands that officers will respond to CIT calls for services for safety reasons. He requested that the Council, the City Government, and the Public Safety Advisory Committee develop a PSA to promote the Greenbelt Police Department as a positive force within the community. Mr. Baker also requested that the City Government work with other jurisdictions to study appropriate sentencing for violent offenders.

On page 111, Ms. Davis requested that a column be added for percentage changes to stats.

On page 113, Ms. Davis pointed out that CIT was missing from the organization chart. Chief Bowers stated that CIT would be added.

On page 116, Chief Bowers informed Council that the Resource Officer (SRO) salary was renegotiated with the Prince George's County school system to $140,000 yearly. Ms. Pope inquired if the Franklin Park officer's salary had been increased. Chief Bowers stated that he has yet to be in contact with Franklin Park; however, Franklin Park previously covered half the pay and the City covered the balance.

<u>Animal Control</u>

Council reviewed the Animal Control section of the proposed budget page by page.

Based on a question submitted by Mayor Jordan, Captain White replied that the Animal Control Officer is still hosting the same events. He explained that WAGS sponsors most Animal Control events and has reduced the number of programs.

Based on a question asked by Ms. Davis, Captain White replied that the current Animal Control van is obsolete and two RAV4s were ordered.

There was a discussion regarding dog park permits. Chief Bowers explained the issues with enforcing dog park permits. Ms. Pope requested that staff research a swipe card system for the dog park.

Mayor Pro Tem Weaver requested additional information on the City's website regarding the trap, neuter, and release program.

Ms. Davis inquired if the City had received any Community Animal Response Team (CERT), the Greenbelt Community Emergency Response Team (GCERT), or PSAC reports. Ms. Gaymon said she would compile the information and send it to Council.

<u>Meetings List:</u>

Council reviewed the Meetings List.

Ms. Davis requested that Advisory Board and Committee Chairs and Walkway Fixtures be added to the Ready to be scheduled meetings and under Later Scheduling add the Electric Vehicle Charger Five-Year Plan and the Fleet Vehicles Ten-Year Plan. She also requested that staff follow up with Bernard Penney regarding a memorial donation, which could be part of the Buddy Attick Master Plan.

Mayor Pro Tem Weaver suggested that Council take a two-week work session recess either at the end of July or August.

<u>Information Items:</u>

Ms. Davis provided a report on Cannabis Reform, which included that the City might have to draft an ordinance regarding on-site consumption, setback buffers, and licenses.

Ms. Davis stated that the Greenbelt Library is offering Justice Camps for teens from July 10 – 14, 2023, from 11 am – 3 pm, and requested that information be added to the City's website.

Mayor Pro Tem Weaver stated that Prince George's County's Better Bag Bill has passed.

Mr. Gordon stated that the District 22 Legislative Wrap-up will be held tomorrow at 6 pm at the Greenbelt Middle School.

The meeting ended at 9:45 pm.

Respectfully submitted,

Shaniya Lashley-Mullen
Assistant to the City Clerk

BUDGET WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, May 10, 2023, to review the Green Ridge House section of the Proposed FY 2024 Budget.

Mayor Jordan started the meeting at 7:30 pm. The meeting was held in the Council Chambers of the Municipal Building, 25 Crescent Road, and virtually via Zoom.

PRESENT WERE: Councilmembers Judith F. Davis (virtual), Ric Gordon (virtual), Silke I. Pope, Rodney M. Roberts (virtual), Kristen L. K. Weaver, and Mayor Emmett V. Jordan. Councilmember Colin A. Byrd was absent.

STAFF PRESENT WERE: Tim George, Interim City Manager; Bertha Gaymon, City Treasurer (virtual); Christal Batey, Community Resource Advocate (virtual); Anne Marie Belton, Executive Associate (virtual); and Shaniya Lashley-Mullen, Assistant to the City Clerk.

ALSO PRESENT WERE: Kim Potts, Community Director; Bill Orleans, and others.

Ms. Potts stated that Green Ridge House had been managed by Community Reality Company since 1979.

Due to technical difficulties, Mayor Jordan paused the work session at 7:42 pm.

The work session was resumed at 7:55 pm.

Mayor Jordan explained that Green Ridge House is a City-owned affordable housing for seniors that opened in 1979 and has 101 units. The Green Ridge House receives 75% of the revenue to the facility from the U.S. Department of Housing and Urban Development Section 8 program. Ms. Potts stated that the Green Ridge House received a market increase from $1,337 to $1,475, affecting only the vouchers and not the residents.

Council reviewed the Green Ridge House section of the proposed budget page by page.

Ms. Potts provided the Council with an overview of the accomplishments of Green Ridge House over the last year, which included the replacement of the boilers, the roof and gutters, the annunciator panel for the fire safety system, and the loading dock doors. The windows were replaced as needed.

Based on a question asked by Mayor Jordan, Ms. Potts explained that the line item for office supplies included all paper products and payment for the copier and fax machine.

On page 250, Ms. Davis asked about the increase under the line item for the Interest Income Other from $240 to $29,000. Ms. Potts explained that was an error; it should have been $2,000.

Mayor Jordan inquired how often Green Ridge House gets audited due to the line item on page 250 under Audit Fees because the fees are a little high. Ms. Potts explained that the Green Ridge House gets audited annually by the City of Greenbelt Auditors, HUD, and other agencies. Ms. Potts said she would follow up with Mr. Steve Seh regarding the audit fees.

Based on a question asked by Ms. Davis, Ms. Potts explained that she continued to reside at Green Ridge House post-pandemic because it had been positive for the residents. In addition, she stated that she had been there when emergency services responded. If residents needed her, she was there for them.

Mr. Roberts asked if the kitchen in the community room was being used. Ms. Potts stated that the oven is used only as a warmer. She explained that staff must be licensed through Prince George's County Kitchen Services to run kitchen equipment.

Based on a question by Mayor Jordan, Ms. Potts replied that a new Residents Association is meeting and planning a trip for early fall.

Mayor Jordan inquired about anything new outside at Green Ridge House. Ms. Potts stated that there are two new raised garden areas.

Based on a question by Mayor Jordan, Ms. Batey explained that the residents signed up to receive the food distribution for the produce delivered by Ms. Flora Li, the service coordinator, and her assistant, Ms. Point.

Ms. Batey stated that Green Ridge House has a Service Coordinator, an Assistant Service Coordinator, and additional services funded by the Maryland Department of Aging. In addition, the Nursing Program has expanded to five schools that aid Green Ridge House.

The Council reviewed the Green Ridge House Resident Satisfaction Survey.

Ms. Batey explained that the residents were given two and a half weeks to respond to the survey, and 67 out of 100 residents participated.

Based on a question asked by Mr. Roberts, Ms. Batey replied that she had received feedback from the residents regarding the reason the residents liked the neighborhood. She indicated that the comments reflect that residents feel safe in the community.

Based on a question by Mayor Jordan, Ms. Potts stated that the longest resident at Greenbelt Ridge House has been here for 31 years.

Based on a question asked by Bill Orleans, a Greenbelt resident, Mr. George replied that the City doesn't get direct complaints from residents of Green Ridge House. The residents typically reach out directly to Ms. Potts or Ms. Batey. Ms. Potts stated she reached out to Ms. Batey for advice on particular matters and minor issues, and a letter would be written and delivered. Residents who violate the rules would be written up. Mayor Jordan added that audits are available upon request.

Mayor Jordan said that the Council should move into a special meeting.

Called to order a special meeting:

ROLL CALL:	Mr. Byrd	-	Absent
	Ms. Davis	-	Yes
	Mr. Gordon	-	Yes
	Ms. Pope	-	Yes
	Mr. Roberts	-	Yes

Ms. Weaver	-	Yes
Mayor Jordan	-	Yes

Ms. Weaver moved that Council go into Closed Session in accordance with Section 3-305(b)(1)(7) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland: 1) to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, that affects one or more specific individuals; 2) to consult with legal counsel regarding outstanding legal matters.

Ms. Pope seconded the motion.

ROLL CALL:	Mr. Byrd	-	Absent
	Ms. Davis	-	Yes
	Mr. Gordon	-	Yes
	Ms. Pope	-	Yes
	Mr. Roberts	-	No
	Ms. Weaver	-	Yes
	Mayor Jordan	-	Yes

The motion passed 5-1 (Mr. Roberts).

The meeting ended at 8:49 pm.

Respectfully submitted,

Shaniya Lashley-Mullen
Assistant to the City Clerk

BUDGET WORK SESSION OF THE GREENBELT CITY COUNCIL held Monday, May 15, 2023, to discuss the Planning and Community Development FY 2024 Proposed Budget.

Mayor Jordan started the meeting at 8:02 p.m. The meeting was held in the Council Chambers of the Municipal Building, 25 Crescent Road, and virtually via Zoom.

PRESENT WERE: Councilmembers Colin A. Byrd, Judith F. Davis, Ric Gordon, Silke I. Pope, Rodney M. Roberts, Kristen L. K. Weaver, and Mayor Emmett V. Jordan.

STAFF PRESENT WERE: Tim George, Interim City Manager; Debi Sandlin, Interim Assistant City Manager; Bertha Gaymon, City Treasurer; Terry Hruby, Director of Planning and Community Development; Jaime Fearer, Assistant Director of Planning; Gilberto Cabrera, Supervisory Inspector; and Bonita Anderson, City Clerk (virtual).

ALSO, PRESENT WERE: Bill Orleans and others

Ms. Hruby provided the Council with an overview of the goals of the Planning and Community Development Department, which included a 10-member staff with a budget of $1.4 million for Fiscal Year 2024, an increase of 11.5 percent over the current fiscal year. The department is almost fully staffed. The Assistant Director of Community Development position is vacant. Adding the third inspector to the current fiscal year's budget has allowed the department to meet its goal of inspecting 100 percent of all apartment complexes except Franklin Park. They have set a goal of inspecting 40 to 50 percent of Franklin Park units in FY24.

Mr. George budgeted $496,900 for planning, partially offset by $1,500 in development review fees. He proposed $908,600 for community development to be completely offset by $954,600 in fees, including street permits, license and permit fees, nonresidential alarm fees, municipal infraction fines, and false alarm fees.

Ms. Hruby noted that the Department is proposing to increase permit and license fees, including rental licenses and fees for decks, fences, mechanical work, sprinklers, alarms, and electrical work. An increase is also proposed for daycare licenses. A list of the proposed changes is available on the City’s website.

The Department’s planning responsibilities include overseeing all physical development in the City by reviewing development proposals, proposed legislation and zoning changes for their impact on Greenbelt, and coordinating and managing capital projects, among others. Its community development responsibilities include enforcing housing, building, sediment control, and construction codes. It is also responsible for burglar alarm licensing and enforcing the handbill and noise ordinances.

The Department has two authorized assistant director positions, although both have been vacant for several years. For much of that time, the positions were unfunded. Ms. Hruby has recently hired Jamie Fearer as Assistant Director for Planning but said they have yet to be able to attract qualified applicants for the other position. Ms. Hruby is revising the job description to attract more applicants. She and Ms. Fearer are also working to fill the vacant community planner position.

The Department has several technological projects planned. Ms. Hruby will look to American Rescue Plan Act (ARPA) funds for some of these. One is to provide inspectors with in-vehicle computers and printers similar to what police officers use so that inspectors can generate reports and notices in the field, rather than returning to the office to produce and print them. In addition, the Department plans to increase its use of electronic records.

Mr. Roberts reported that he has been receiving constant complaints about trash and rats at the trash enclosure for the Jane Apartments on Parkway. He objected to using an outdoor enclosure rather than the trash rooms used elsewhere in the City. Mr. Cabrera said he is in touch with the regional property manager, that the trash problem has been resolved, and that the company is bringing in a pest control service.

Ms. Hruby noted that the City needed to do more with the requirement for apartment owners to report evictions. However, she said that the City could do little to enforce this requirement if the tenants affected do not report the eviction, as the City does not receive any information from the courts.

The Department has developed plans for several ARPA-funded projects, including bus stop safety and accessibility, pedestrian safety, and bicycle projects. The next step, per Ms. Hruby, is to develop a spending plan for Council approval. The Washington Metropolitan Area Transportation Authority (WMATA) has granted the City 30-year access to the property for the long-discussed WMATA Trail. Staff is preparing to resubmit plans and bid documents to the State seeking a Transportation Assistance Program (TAP) grant. Staff is also working with the County to provide wayfinding signs to direct residents and visitors to various destinations in Greenbelt.

Staff is also working on a priority list for traffic calming, including speed humps. Ms. Hruby said that the Council will see those devices as part of a request for additional ARPA funding.

The long-awaited replacement for the broken Gateway sign on Southway is currently being fabricated, and staff is working to schedule installation.

Ms. Hruby expects the County to allocate $294,000 to Greenbelt in Program Open Space (POS) funds. The County is changing how these and future POS funds will be managed in response to concerns that the State may take back unspent funds. Instead of providing municipalities with their allocated funds, they will be retained in a central pot until needed, similar to how other counties handle their POS funds.

The meeting ended at 9:11 p.m.

Respectfully submitted,

Bonita Anderson
City Clerk

WORK SESSION OF THE GREENBELT CITY COUNCIL was held Monday, June 12, 2023, to meet with the Greenbelt East Homeowner/Condominium Associations.

Mayor Jordan started the meeting at 7:30 p.m. The meeting was held in the Council Chambers of the Municipal Building, 25 Crescent Road, and virtually via Zoom.

PRESENT WERE: Councilmembers Colin A. Byrd, Judith F. Davis, Ric Gordon, Silke I. Pope, Rodney M. Roberts, Kristen L. K. Weaver, and Mayor Emmett V. Jordan.

STAFF PRESENT WERE: Tim George, Interim City Manager; Terry Hruby, Director of Planning and Community Development; Brian Kim, Acting Director of Public Works; Chief Rick Bowers, Police Department; and Bonita Anderson, City Clerk.

ALSO, PRESENT WERE: Charlene McAdams, Marti Galvin, Terry Benedict, Aisha Rice, Rick Cummings, Angeline Butler and Darlene Simmons (Belle Point); Bill Orleans, and others.

Mayor Jordan began the meeting with introductions and asked representatives to provide a quick update and the frequency of their meetings.

Mr. Cummings mentioned the frequency of their association meetings and the number of units managed by Condominium Venture, which are Greenbriar, Hunting Ridge, Windsor Green, and Charlestowne Village.

Ms. Eubanks said the Greenspring I Association recently held a meeting at Schrom Hills Park with about 25 people attending.

Ms. Davis noted that Air BNBs are a problem within the City and seem not to want to cooperate with the City. The City needs to learn who the renters are, which is a difficult problem.

Charlene McAdams asked if they knew of an Air BNB if the process is to notify the City. Mayor Jordan replied if the City knows about it, it can cite the property owner.

Marti Galvin shared an issue with an Air BNB in Hunting Ridge, but the unit had been sold and was no longer an issue.

Mayor Jordan asked how the associations deal with multiple families in one home or renting rooms. Mr. Cummings noted they should immediately notify Code Enforcement if they know this is happening. Construction with no building permit also needed to be reported to Code Enforcement. Mr. Cummings also pointed out that if the unit lists more bedrooms than permitted, the realtor is notified to correct the listing.

Ms. Rice mentioned if there is one reserved parking spot per home, but there are multiple residents in a unit with cars, this causes homeowners/renters to park on Mandan Road.

Ms. Weaver addressed the Air BNB issue by dialing 311 or using the County app to report the issue.

Mr. Roberts shared an issue in Riverdale Park about the home being sectioned off into apartments. The fire department was notified, which found the house a fire hazard and shut it down.

Ms. Davis stated that people would come in with cash, purchase the home from someone struggling financially. She receives multiple calls weekly to buy her unit. This may need to be investigated if they are calling various people.

Trash/Composting

Mayor Jordan diverted to trash issues. Mr. Cummings was not in favor of composting, which will draw rodents. Ms. Butler agreed with Mr. Cummings. Ms. Galvin suggested that the compost be kept in secure barrels and picked up weekly. Ms. Weaver noted that the City was awarded a USDA grant pilot program to pick-up from participating owners. She said it takes some training and modeling, a controlled system, and is labor-intensive. Ms. Pope shared composting programs the City is conducting that the associations may want to participate in. Ms. Davis stated that children are most likely to take the trash out and put it in any receptacle. Mr. Roberts pointed out that in 1936 everyone composted during that era in Greenbelt.

Public Safety

Mayor Jordan asked the Chief to speak about the crime trending in the area. Chief Bowers noted that theft of autos is up 400% and theft from autos is up 20%. There is an uptick in stolen cars, particularly Hyundai and Kia model vehicles. Officers have provided several crime prevention techniques, including Clubs for vehicles, to the residents. He mentioned that Hyundai is giving out Clubs for free. Chief Bowers noted the east side of town has low crime. He said the police department continues to partner with the neighborhood, offering programs, such as for those interested in starting a neighborhood watch.

Security Cameras

Mayor Jordan noted that three associations have a partnership funding a community patrol. Mr. Cummings stated they use a security company to patrol Hunting Ridge, Greenbriar, and Windsor Green. He noted that Hunting Ridge's surveillance cameras are beneficial for capturing footage to review criminal activity.

Mayor Jordan asked the Chief to explain the Ring Camera Program, which has several people with a Ring Doorbell camera signed up to share in case of criminal activity. Mayor Jordan asked about the number of participants. Chief Bowers indicated he didn't have this information.

Tree planting

There was a discussion about the Tree Grant program.

Mayor Jordan mentioned that the City still has funding from ARPA if there is a need for assistance for residents. He also shared the number of grants offered through the ARPA programs. Mayor Jordan stated that the deadline to spend the funding is fast approaching, December 2024. He emphasized sharing and participating in the programs being offered.

Several informational items were discussed.

The meeting ended at 9:22 p.m.

Respectfully submitted,

Bonita Anderson
City Clerk

WORK SESSION OF THE GREENBELT CITY COUNCIL was held Wednesday, June 21, 2023, to meet with the Washington Suburban Sanitary Commission (WSSC).

Due to technical difficulties, Mayor Jordan started the meeting at 7:36 p.m. The meeting was held in the Council Chambers of the Municipal Building, 25 Crescent Road, and virtually via Zoom.

PRESENT WERE: Councilmembers Colin A. Byrd (virtual), Judith F. Davis (virtual), Silke I. Pope, Rodney M. Roberts, Ric Gordon, Kristen L. K. Weaver, and Mayor Emmett V. Jordan. Councilmember Ric Gordon was absent.

STAFF PRESENT WERE: Dale Worley, Director of Information Technology; Terri Hruby, Director of Planning and Community Development; and Shaniya Lashley-Mullen, Assistant to the City Clerk.

ALSO PRESENT WERE: Monica Marquina, Government Relations Manager, and David Wilkins, Customer Advocate, Washington Suburban Sanitary Commission; and others.

Based on a question by Mayor Jordan, Ms. Marquina replied that the Washington Suburban Sanitary Commission (WSSC) is in the middle of the “Get Current Program.” The program runs through June to assist WSSC customers in the area with their payments to get on a manageable payment plan. She stated that currently 81 accounts are past due in Greenbelt, totaling $164,000. Ms. Pope inquired which area of the City had past delinquent accounts. Mr. Wilkins added that WSSC is advertising the programs on television, social media, and various other outlets to reach customers.

Based on a question asked by Mr. Roberts, Ms. Marquina replied that throughout Prince George’s County, 13,500 accounts are past due, totaling $ 25 million. She stated that she would provide the Council with the breakdown of the past due accounts in the City.

There was a discussion regarding the “Get Current Program.” Ms. Marquina explained that many customers hadn’t utilized the program, and WSSC is considering extending the program. She requested the City’s assistance in advertising the program as well.

Ms. Weaver read a question from Zoom’s “Question and Answer” feature from Mr. Fraine, Are condo association owners eligible for the “Get Current Program” since they have a shared meter? Ms. Marquina answered that the program is not for shared meters. However, some programs are at the State level, the Maryland Homeownership Program.

Mr. Wilkins explained that if there is a breakage on the opposite side of the meter, it is the homeowner's responsibility to repair the pipes. However, once the repair is completed, the homeowner should submit a paid invoice to WSSC. WSSC will provide a deduction from the customer’s bill for the water lost.

Mayor Jordan inquired if WSSC had installed digital meters. Mr. Wilkins explained that WSSC has touchpad meters and is researching AMR equipment. Ms. Marquina added that mistakes occur, and if the bills are higher than usual, contact WSSC. Mr. Wilkins advised that if the management company notices an error with the mass meter bill, contact WSSC and a Data Log will be attached. WSSC would be able to read the meter daily.

Mr. Roberts asked how much water WSSC loses every year. Mr. Wilkins stated that he didn't have that information. WSSC has many leaks and breaks throughout the year. He explained how WSSC prioritizes leaks and cracks. Ms. Pope stated that there had been a water leak on Westway.

Based on a question by Mayor Jordan, Ms. Marquina explained that WSSC has sensors on the pipes that ping when there is a potential water break. She stated there are a couple of water assets projects, a sewer project, and a water project that will start in the Spring of 2024. Mr. Wilkins suggested that the City provide him and Ms. Marquina with a list of the City's upcoming Pavement Projects List.

Ms. Davis inquired if WSSC uses any Federal funding for pipe repairs in the City. Ms. Marquina stated that WSSC had $ 2 million Congressional Directed Spending to assist residents in converting their septic systems to connect to the public sewer system, the Piscataway Water Resource Recovery Facility Bioenergy Project, and the Sanitary Sewer Reconstruction Program.

Based on a question asked by Ms. Davis, Ms. Marquina replied that there are constant turnovers and training of critical positions, front-line workers, meter readers, and customer service agents. She stated that WSSC goes to job fairs to recruit. Mr. Wilkins added that WSSC had started the High School Students' Internship this year.

There was a discussion regarding the Standpipe Project. Mr. Wilkins stated that the 24-inch pipe going to the standpipe had been completed. Ms. Marquina advised since the pandemic that WSSC has paused any rehabilitations to water towers and standpipes. She noted that the new general manager had restarted rehabilitating the standpipes.

Mr. Roberts stated that he wasn't in favor of WSSC purchasing one of the City's neighborhood properties, 241 Lastner Lane, a valuable resource for the residents. Based on a question asked by Mr. Roberts, Ms. Hruby replied that WSSC is a public utility and the use that WSSC wants to convert the property into is permitted.

Mr. Wilkins said he and Ms. Marquina would take back to the team any additional questions that Council and residents have about the Standpipe Project.

Based on a question by Mayor Jordan, Mr. Wilkins replied that the project's design phase before construction starts could take between one and two years. He explained that he, Ms. Marquina, and the Project Manager would coordinate a work session with the Council to discuss the project further.

Mr. Roberts requested a memo from WSSC detailing the interior construction of the standpipe.

Based on a question asked by Ms. Davis, Ms. Hruby explained that the Settlement Administration in 1936 granted rights to WSSC to use that property for all purposes to provide water to the community. That agreement will be perpetuated if WSSC continues operating its systems there.

There was a discussion regarding antennas on the standpipe.

Mr. Roberts inquired if WSSC would reimburse the City for the tax revenue lost from the home that WSSC had purchased.

Ms. Weaver read a question from Zoom's "Question and Answer" feature from Ms. Cantwell, what will happen to the house at 241 Lastner Lane? Will it get demolished, and what will the timeframe be? Mr. Wilkins stated that he and Ms. Marquina would compile all the questions from Council and the residents and provide follow-up information. Ms. Marquina added that that information would assist WSSC with the follow-up work session.

Mr. Byrd left at 8:52 pm.

Robert Goldberg-Strassler, 114 Lastner Lane and Co-President of the Boxwood Civic Association, stated he could be a point of contact because the community wanted to know how impactful the Standpipe Project would be on Boxwood Village and the school system.

There was a discussion regarding the underground pipes at GHI masonry buildings. Ms. Marquina stated that WSSC would be meeting internally in a couple of weeks and then would reach out to GHI directly.

Ms. Hruby said she would follow up with WSSC after this work session about a status update on a meter replacement and major water work on Forest Way.

Information Items:

There was a discussion regarding the new bylaw that would be discussed at the upcoming MML Summer Conference. Mayor Jordan stated that he would circulate the ballot amongst Council.

Ms. Davis requested adding the WSSC – Standpipe Project to the Ready-to-be-scheduled Meeting List.

There was a discussion regarding a letter that the Council received from a resident regarding the legalization of recreational cannabis on July 1st.

Ms. Weaver reported on the National League of Cities Transportation and Infrastructure Services Committee meeting she attended. She said she would pass information regarding the new speed safety camera program planning operations to Ms. Hruby and Chief Bowers.

The meeting ended at 9:11 p.m.

Respectfully submitted,

Shaniya Lashley-Mullen
Assistant to the City Clerk

Agenda Item No: 8a.

City Council Agenda Item Report

Meeting Date: May 13, 2024
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: Meeting Minutes
Agenda Section: COMMUNICATIONS 30 minutes (7:45 - 8:15 pm)

Subject:
Statement for the Record - Closed Session - April 08, 2024

Suggested Action:
Reference: Statement for the Record, April 08, 2024

Closed Session of April 08, 2024: The following motion is needed: In accordance with the General Provisions Article, Section 3-06(C)(2) of the Annotated Code of the Public General Laws of Maryland. I move that the minutes of tonight's meeting reflect that Council met in closed session on Monday, April 08, 20254, at 9:29 p.m., in Council Chambers and via Zoom. Council held this closed meeting in accordance with Section 3-305(b)(3) of the General Provision Article of the Annotated Code of the Public General Laws of Maryland: to consider the acquisition of real property for a public purpose and matters directly related thereto.

The purpose of this meeting to consider the acquisition of real property for a public purpose and matters directly related thereto.

Vote to close session:

Ms. Knesel - Yes
Ms. McKinney - Yes
Ms. Pompi - Yes
Ms. Pope - Yes
Mr. Roberts - No
Ms. Weaver - Yes
Mayor Jordan - Yes

Staff members in attendance: Josué Salmerón, City Manager; and Terri Hruby, Director of Planning and Community Development.

Other individuals were in attendance: None.

Council took the following actions: Approved City Manager to proceed with contract negotiation for one property acquisition (one dissention) and gather more information about the other opportunity.

Attachments:
Closed Session Form April 08, 2024.pdf

WRITTEN STATEMENT FOR CLOSING A MEETING
OF THE GREENBELT CITY COUNCIL

Date: 04/08/2024 Time: 9:29 Location: Council Chambers & virtual

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

Members voting to close meeting:

	Yes	No	Abstain	Absent
Ms. McKinney	x			
Ms. Pompi	x			
Ms. Pope	x			
Mr. Roberts		x		
Ms. Knesel	x			
Ms. Weaver	x			
Mayor Jordan	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) [X] To consider the acquisition of real property for a public purpose and matters directly related thereto;

(4) [ ] To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;

(5) [ ] To consider the investment of public funds;

(6) [ ] To consider the marketing of public securities;

(7) [ ] To consult with counsel to obtain legal advice on a legal matter;

(8) [ ] To consult with staff, consultants, or other individuals about pending or potential litigation;

(9) [ ] To conduct collective bargaining negotiations or consider matters that relate to the negotiations;

(10) [ ] To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including:

(i) the deployment of fire and police services and staff; and
(ii) the development and implementation of emergency plans;

(11) [ ] To prepare, administer, or grade a scholastic, licensing, or qualifying examination;

(12) [ ] To conduct or discuss an investigative proceeding on actual or possible criminal conduct;

(13) [ ] To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter;

(14) [ ] Before a contract is awarded or bids are opened, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.

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

§3-305(b) (3) To consider the acquisition of real property for a public purpose and matters directly related thereto;

§3-305(b) ( )________________________________

This statement is made by ________________________________
Emmett V. Jordan (Signature of Presiding Officer)

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

OFFICIALS ATTENDING CLOSED SESSION: [x] MCKINNEY; [x] POMPI; [x] JORDAN; [x] POPE; [x] ROBERTS; [x] WEAVER (virtual); [x] KNESEL

STAFF/OTHERS PRESENT:
Josué Salmerón, City Manager; Terri Hruby, Director of Planning

TOPICS DISCUSSED:
Acquisition of property

ACTION(S) TAKEN (IF ANY) AND RECORDED VOTES: APPROVE CITY MANAGER TO PROCEED WITH CONTRACT NEGOTIATION FOR ONE PROPERTY ACQUISITION (ONE DISSENTION), AND GATHER MORE INFORMATION ABOUT THE OTHER OPPORTUNITY

TIME CLOSED SESSION ADJOURNED: 10:33

PLACE OF CLOSED SESSION: Council Chambers and online

PURPOSE OF CLOSED SESSION: THE PURPOSE OF THIS MEETING WILL BE TO 1) CONSIDER THE ACQUISITION OF REAL PROPERTY FOR A PUBLIC PURPOSE AND MATTERS DIRECTLY RELATED THERETO.

STATUTORY AUTHORITY FOR THE CLOSED SESSION: §3-305(b)(3):To consider the acquisition of real property for a public purpose and matters directly related thereto.

MEMBERS WHO VOTED TO CLOSE: [x] MCKINNEY; [x] POMPI; [x] JORDAN; [x] POPE; [ ] ROBERTS; [x] WEAVER; [x] KNESEL

SIGNATURE OF PRESIDING OFFICER:

Form Revised: 01/08/24

Date 04/08/2024

Begin in open session

Note time Open Special Meeting Began n/a – followed regular council meeting

Members of Public in Attendance: In-person: Bill Orleans, Michael Hartman, Michael Zeliff; Online: Susan Walker, S

Note any informational items discussed:

none

TO MOVE INTO CLOSED SESSION

I move that the Council go into Closed Session in accordance with Section 3-305(b)(3) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland; 1) to consider the acquisition of real property for a public purpose and matters directly related thereto.

The purpose of this meeting will be to 1) consider the acquisition of real property for a public purpose and matters directly related thereto.

Note that Council **WILL NOT RETURN TO OPEN SESSION** following this closed session.

Need second, roll call vote. (On Executive Session Form)

Agenda Item No: 8b.

City Council Agenda Item Report

Meeting Date: May 13, 2024
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: Meeting Minutes
Agenda Section: COMMUNICATIONS 30 minutes (7:45 - 8:15 pm)

Subject:
Statement of Record - Closed Session, April 22, 2024

Suggested Action:
Reference: Statement for the Record, April 22, 2024

Closed Session of April 22, 2024: The following motion is needed: In accordance with the General Provisions Article, Section 3-06(C)(2) of the Annotated Code of the Public General Laws of Maryland. I move that the minutes of tonight's meeting reflect that Council met in closed session on Monday, April 22, 20254, at 10:19 p.m., in Council Chambers. Council held this closed meeting in accordance with Section 3-305(b)(10)(ii) of the General Provision Article of the Annotated Code of the Public General Laws of Maryland: to discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: the development and implementation of emergency plans.

The purpose of this meeting to discuss public security, including the development and implementation of emergency plans.

Vote to close session:

Ms. Knesel - Yes
Ms. McKinney - Yes
Ms. Pompi - Yes
Ms. Pope - Absent
Mr. Roberts - No
Ms. Weaver - Yes
Mayor Jordan - Yes

Staff members in attendance: Josué Salmerón, City Manager; Rick Bowers, Police Chief; Tim White, Deputy Police Chief; Johnny Guy, Police Sergeant; and Bonita Anderson, City Clerk.

Other individuals were in attendance: None.

Council took no action during this session.

Attachments:
Closed Session Form April 22, 2024.pdf

WRITTEN STATEMENT FOR CLOSING A MEETING OF THE GREENBELT CITY COUNCIL

Date: 04/22/2024 Time: 10:19 Location: Council Chambers

Motion to close meeting made by: Weaver Seconded by: Pompi

Members voting to close meeting:

	Yes	No	Abstain	Absent
Ms. McKinney	X			
Ms. Pompi	X			
Ms. Pope				x
Mr. Roberts		X		
Ms. Knesel	X			
Ms. Weaver	X			
Mayor Jordan	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) [X] 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) (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 the development and implementation of emergency plans.

§3-305(b) ( )____________________

This statement is made by ____________________
Emmett V. Jordan (Signature of Presiding Officer)

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

OFFICIALS ATTENDING CLOSED SESSION: [x] MCKINNEY; [x] POMPI; [x] JORDAN;
[ ] POPE; [x] ROBERTS; [x] WEAVER; [x] KNESEL

STAFF/OTHERS PRESENT:
Josue Salmeron, City Manager; Rick Bowers, Chief of Police, Tim White, Deputy Chief of Police; Bonita Anderson, City Clerk; Sergeant Guy, security trainer

TOPICS DISCUSSED:
Briefing related to recent incident at Schrom Hills Park; security training for Council

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

TIME CLOSED SESSION ADJOURNED: 11:01

PLACE OF CLOSED SESSION: COUNCIL CHAMBERS

PURPOSE OF CLOSED SESSION: THE PURPOSE OF THIS MEETING WILL BE TO 1) TO DISCUSS PUBLIC SECURITY, IT THE PUBLIC BODY DETERMINES THAT PUBLIC DISCUSSION WOULD CONSTITUTE A RISK TO THE PUBLIC OF PUBLIC SECURITY, INCLUDING THE DEVELOPMENT AND IMPLEMENTATION OF EMERGENCY PLANS.

STATUTORY AUTHORITY FOR THE CLOSED SESSION: §3-305(b)(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 THE DEVELOPMENT AND IMPLEMENTATION OF EMERGENCY PLANS.

MEMBERS WHO VOTED TO CLOSE: [x] MCKINNEY; [x] POMPI; [x] JORDAN;
[ ] POPE; [ ] ROBERTS; [x] WEAVER; [x] KNESEL

SIGNATURE OF PRESIDING OFFICER: ______________

Form Revised: 01/08/24

Date 04/22/2024

Begin in open session

Note time Open Special Meeting Began following regular Council Meeting (10:19)

Members of Public in Attendance: Bill Orleans, J. Davis, several others

Note any informational items discussed:

none

TO MOVE INTO CLOSED SESSION

I move that the Council go into Closed Session in accordance with Section 3-305(b) (10) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland; 1) to discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including the development and implementation of emergency plans.

The purpose of this meeting will be to 1) to discuss public security, if the public body determines that public discussion would constitute a risk to the public of public security, including the development and implementation of emergency plans.

Note that Council **WILL NOT RETURN TO OPEN SESSION** following this closed session.

Need second, roll call vote. (On Executive Session Form)

City Council Agenda Item Report

Meeting Date: May 13, 2024
Submitted by: Bonita Anderson
Submitting Department: Administration
Item Type: Ordinance
Agenda Section: LEGISLATION 30 minutes (8:15 - 8:45 pm)

Subject:

An Ordinance of the Council of the City of Greenbelt, Maryland Authorizing the Acquisition by Negotiated Purchase of Certain Real Property Known as Parcel 84 (TAX ID NO. 2397727), Containing 22.09 Acres, at a Purchase Price of One Hundred Ninety-Six Thousand Dollars ($196,000), Plus Incidental Costs, for a Public Purpose

-2nd Reading, Adoption

Suggested Action:

Reference: Ordinance
Parcel 84 Image

NVR MS Cavalier Greenbelt, LLC, owners of a 22.09-acre undeveloped parcel located immediately to the North of the Greenbelt Station development has offered to sell the property to the City at slightly below market value, $196,000. The property has significant sensitive environmental features (Floodplain, non-tidal wetlands streams and tributaries and woodlands) and lies adjacent to City-owned parkland and State-owned preservation land. In addition, the City currently holds an easement on the property to allow for the construction of the WMATA Trail, which will connect the Greenbelt Station community to the Greenbelt Metro Station. The property is also subject of a County approved Conceptual Site Plan and an Annexation Agreement that references, Greenbelt Station Parkway extending north through the property to provide multi-modal access to the Greenbelt Metro Station and associated mixed-use development, however, such right-of-way has not been platted.

Staff believes it is in the City's best interest to purchase the property for public purpose. The property, which is Zoned Regional Transit Oriented, Low Intensity Core (RTO-LC), has high conservation and preservation value as the property is bisected by several creeks that make up portions of the headwaters of Indian Creek, has significant woodlands, non-tidal wetlands and is contiguous to City and State-owned open space. Purchasing the property will also best position the City to control all aspects of any future access through the property, including the planned WMATA trail connection. The easement the City currently holds to allow the City to construct and maintain the WMATA trail on the property does have a termination provision that would allow the Grantor the right to terminate the easement if the City's connection agreement with WMATA expires or is terminated.

The City received two appraisals, valuing the property at $200,000 and $210,000. There is sufficient funding in the Greenbelt West Infrastructure Fund to fund the acquisition, and if approved by council staff will prepare an ordinance appropriating funds from the Greenbelt West Infrastructure Fund balance to this acquisition. Funding this acquisition will not impact the City's ability to fund the Greenbelt Station recreation amenities proposed in the FY 2025 budget, as staff is proposing to use Program Open Space funds to cover 90 percent of the cost of those improvements.

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

Attachments:
Image Parcel 84.pdf
Ordinance.pdf

Parcel 84

Data provided by Prince George's County Planning Department - 1

Introduced: Ms. Weaver
1st Reading: April 22, 2024
Passed:
Posted:
Effective:

ORDINANCE NUMBER XXXX

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GREENBELT, MARYLAND AUTHORIZING THE ACQUISITION BY NEGOTIATED PURCHASE OF CERTAIN REAL PROPERTY KNOWN AS PARCEL 84 (TAX ID NO. 2397727), CONTAINING 22.09 ACRES, AT A PURCHASE PRICE OF ONE HUNDRED NINETY-SIX THOUSAND DOLLARS ($196,000), PLUS INCIDENTAL COSTS, FOR A PUBLIC PURPOSE

WHEREAS, the Council of the City of Greenbelt, Maryland (“the City”), pursuant to the authority conferred by MD Local Government Code Ann. §5-204 “Legislative authority – General powers of Municipalities”, is empowered to acquire by conveyance or purchase any real or leasehold property for a public purpose; and

WHEREAS, §3 “Powers” of the Charter of the City of Greenbelt authorizes the City Council to acquire real, personal, or mixed property for any public purpose; and to acquire by conveyance, purchase, lease, condemnation or other real personal, or mixed property needed for any public purpose, in fee simple, lease or leasehold interest or estate or any other interest or estate; and to own, hold, manage, or control and to sell, lease, exchange, transfer, assign, mortgage, pledge or dispose of any such real, personal, or mixed property or any interest therein as the interest of the city may require; and

WHEREAS, the City Council deems it to be in the best interests of the City to acquire certain real property located within the City, referred to as Parcel 84, Prince George’s Tax Map 26, Grid A3 (the “Property) for parkland, open space, preservation and conservation purposes and other public purposes as approved by the City Council; and

WHEREAS, the property has significant sensitive environmental features (Floodplain, non-tidal wetlands streams and tributaries and woodlands) and lies adjacent to City-owned parkland and State-owned preservation lands; and

WHEREAS, the City currently holds an easement on a portion of the property to construct a hiker-biker trail through said property to connect Greenbelt Station South Core to the Greenbelt Metro Station; and

WHEREAS, there is a County approved Conceptual Site Plan and an Annexation Agreement that references, Greenbelt Station Parkway extending north through the property to provide multi-modal access to the Greenbelt Metro Station and associated mixed-use development, however, such right-of-way has not been platted; and

WHEREAS, the property is presently owned by NVR MS Cavalier Greenbelt, LLC; and

WHEREAS, having received two appraisals, one valuing the property at $200,000 and one at $210,000 the City Council deems the property to have substantial value to the City so as to justify the purchase of the property from NVR MS Cavalier Greenbelt, LLC in the amount of $196,000; and

WHEREAS, the City Council desires to use the authority granted to the City under State Law and the City Charter to acquire the property pursuant to the terms of the contract of sale.

NOW THEREFORE IT BE ORDAINED AND ENACTED by the Council of the City of Greenbelt that City Council hereby authorizes for public purpose the acquisition Parcel 84 by the City for the amount of $196,000, which is less than the appraised value and authorizes the City Manager to sign and execute documents that are necessary to effectuate the acquisition of the property per the terms of the purchase agreement.

PASSED by the Council of the City of Greenbelt, Maryland at its regular meeting of May 13, 2024.

____
Emmett V. Jordan, Mayor

ATTEST:

____
Bonita Anderson, City Clerk

City Council Agenda Item Report

Meeting Date: May 13, 2024
Submitted by: Terri Hruby
Submitting Department: Planning
Item Type: LEGISLATION
Agenda Section: LEGISLATION 30 minutes (8:15 - 8:45 pm)

Subject:
An Ordinance of the Council of the City of Greenbelt, Maryland to make a Supplemental Appropriation in the Greenbelt West Infrastructure Fund in the amount of Two Hundred and Twenty-Five Thousand Dollars ($225,000) for the Acquisition of Certain Real Property Known as Parcel 84 (Tax Id No. 2397727), Greenbelt, Maryland and related costs.

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

Suggested Action:
Reference: Ordinance

A one-time supplemental appropriation in the Greenbelt West Infrastructure Fund in the amount of $225,000 is needed to fund the acquisition of Parcel 84 and related costs, which City Council is scheduled to vote on this evening.

Per the terms of the purchase contract the City has sixty days to finalize the purchase, and therefore, staff recommends City Council introduce for first reading and suspension of the rules for second reading and adoption an ordinance to appropriate $225,000 to the Greenbelt West Infrastructure Fund from the Greenbelt West Infrastructure Fund.

Attachments:
Appropriations Ordinance.V.2.BG.5.6.24.pdf

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

ORDINANCE NUMBER XXXX

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GREENBELT, MARYLAND TO MAKE A SUPPLEMENTAL APPROPRIATION IN THE GREENBELT WEST INFRASTRUCTURE FUND IN THE AMOUNT OF TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($225,000) FOR THE ACQUISITION OF CERTAIN REAL PROPERTY KNOWN AS PARCEL 84 (TAX ID NO. 2397727), GREENBELT, MARYLAND AND RELATED COSTS

WHEREAS, on May 13, 2024, the Council of the City of Greenbelt, Maryland (the "Council") approved Ordinance No. XXXX authorizing the City's acquisition of certain real property known as Parcel 84 (Tax ID No. 2397727), Greenbelt, Maryland (the "Property") in an amount not to exceed one hundred ninety-six thousand dollars ($196,000) plus related costs and approving the execution of a Contract of Sale therefor; and

WHEREAS, the Council has determined it is in the best interest of the City to pay for the property from the Greenbelt West Infrastructure Fund.

NOW, THEREFOR, IT BE ORDAINED by the Council of the City of Greenbelt, Maryland, that an additional two hundred twenty-five thousand dollars ($225,000) shall be and hereby is appropriated as a supplemental appropriation in the Greenbelt West Infrastructure Fund of the City's FY2024 Budget for the acquisition of Parcel 84 (Tax ID No. 23977370), Greenbelt, Maryland and related costs.

BE IT FURTHER ORDAINED that said supplemental appropriation will come from the Greenbelt West Infrastructure Fund 305 and be appropriated to Greenbelt West Infrastructure Fund 305.

BE IT FURTHER ORDAINED that this Ordinance shall be effective immediately upon its passage.

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of May 13, 2024.

Emmett V. Jordan, Mayor

ATTEST:

Bonita Anderson, City Clerk

City Council Agenda Item Report

Meeting Date: May 13, 2024
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section: OTHER BUSINESS 60 minutes (8:45 - 9:45 pm)

Subject:
Mobile Security Unit (MSU) - Number 2

Suggested Action:
Reference: Memorandum - B. Kim, 04.23.2024
ECAMSECURE Quote

Council approved a pilot program aimed at tackling the persistent issue of illegal dumping in and around three main areas of our city. The deployment of a mobile security unit (MSU) was a key component of this initiative. The Department of Public Works has assessed the program and deemed it an astounding success, with zero illegal dumping incidents reported at one of our main recycling centers within days of initial deployment.

In recent events, staff deployed the MSU to address security concerns experienced in Schrom Hills Park. The versatility and effectiveness of this unit have become increasingly evident, demonstrating their utility beyond the original scope of the program.

In light of this success and the ongoing need to address security issues in various areas of the city, staff is proposing the purchase of a second mobile security unit from ECAMSECURE. This additional unit will enable us to address multiple concerns concurrently and provide enhanced security coverage where needed.

Staff believe that investing in a second MSU is a prudent step toward maintaining the safety and cleanliness of our community. Staff is seeking Council's authorization for the City Manager to execute the attached contracts with ECAMSECURE, totaling $30,390.00. The funding source is ARPA funds designated by Council for this purpose.

Attachments:
Memorandum - B. Kim, 04.23.2024.pdf
ECAMSECURE Quote.pdf

CITY OF GREENBELT
DEPARTMENT OF PUBLIC WORKS
555 CRESECENT ROAD, GREENBELT, MD 20770 **MEMORANDUM**

Date: 23-April-2024

To: Mr. Josué Salmerón, City Manager

From: Brian Kim, Assistant Director of Public Works - Operations

Re: Mobile Security Unit (MSU) – Number 2

SUBJ.: Award of Contract Recommendation

Earlier this year, Council approved a pilot program aimed at tackling the persistent issue of illegal dumping in and around three main areas of our city. The deployment of a mobile security unit (MSU) was a key component of this initiative. I am pleased to report that the Department of Public Works has assessed the program and deemed it an astounding success, with zero illegal dumping incidents reported at one of our main recycling centers within days of initial deployment.

In recent events, we deployed the MSU to address security concerns experienced in Schrom Hills Park. The versatility and effectiveness of this unit have become increasingly evident, demonstrating their utility beyond the original scope of the program.

In light of this success and the ongoing need to address security issues in various areas of the city, we are proposing the purchase of a second mobile security unit from ECAMSECURE. This additional unit will enable us to address multiple concerns concurrently and provide enhanced security coverage where needed.

We believe that investing in a second MSU is a prudent step toward maintaining the safety and cleanliness of our community. We are seeking Council's authorization for the City Manager to execute the attached contracts with ECAMSECURE, totaling $30,390.00.

CONTRACTOR	PROPOSAL PRICE	NOTES
ECAMSECURE	$30,390.00	Existing location
Virtual Guard (connect 2 MSU’s)	$150.00	Monthly recurring cost - $75.00 per unit. OPTIONAL

<u>Attachments:</u>

- <GREENBELT 2ND MSU QTE>: Proposal for second MSU.

JOBSITE INFORMATION:	BILLING INFORMATION:	ACCOUNT EXECUTIVE INFORMATION:
City of Greenbelt - 555 Crescent Road, Greenbelt, MD 20770	City of Greenbelt - Public Works Attn : Brian Kim 555 Crescent Greenbelt, MD 20770 Phone: 240-603-5515	Steve Loeffler, Account Executive sloeffler@ecamsecure.com Phone: 310-878-8122

STATEMENT OF WORK
PURCHASE

CONTRACT TERM: purchase & monthly fee

4-23-24 Purchase 1 more MSU

QTY	DESCRIPTION OF SERVICE/EQUIPMENT	UNIT PRICE	TOTAL PRICE
1	MSU Pro Solar V3 (No Cameras chasis) – PURCHASE add below cams to unit Fully customizable Base model with no cameras - you can customize number of cameras and cameras types for your specific needs.	$21,760.00	$21,760.00
1	AXIS LPR - PURCHASE	$2,100.00	$2,100.00
1	AXIS PANORAMIC CAM- PURCHASE	$1,500.00	$1,500.00
1	AXIS 2 MP PTZ- PURCHASE	$2,430.00	$2,430.00
1	SHIPPING	$1,800.00	$1,800.00
1	INSTALLER LABOR	$800.00	$800.00
2	VIRTUAL GUARD PLATFORM- - FOR THIS AND PREVIOUSLY PURCHASED MSU TO BE VIEWED ON 1 SCREEN - MONTHLY FEE	$75.00	$150.00

Tax exempt

One-time Fee--------- $30,390.00
Monthly fee $150.00

This Security Services Agreement is entered into by and between **City of Greenbelt - Public Works**, with a principal office address at **555 Crescent Greenbelt, MD 20770** ("Client") and ECAMSECURE, with a principal office address at 1699 S. Hanley Road, St. Louis, MO 63144 ("Company") dated effective **April 23, 2024** (the "Effective Date"). This Security Services Agreement and the attached Terms and Conditions are collectively referred to herein as the "Agreement." The Security Quote Number **QT-00042012** ("Security Quote") is an integral party of this Agreement and is incorporated herein by this reference.

MAINTENANCE PLAN: When the Security Quote includes a Maintenance Plan, any billable services not included in your selected Maintenance Plan will be subject to the "Other Fees" section below.

OTHER FEES:

a. Same site relocations are billable at One Hundred, Eighty Dollars ($180.00) per hour based on a 2-hour minimum charge, plus materials at cost plus thirty percent (30%). Client must provide at least three (3) business days' advance notice in order to schedule relocations.

b. Data Retrieval/Reviews are billable at One Hundred, Eighty Dollars ($180.00) per hour based on a 2-hour minimum charge.

c. Maintenance and repairs required to correct damage or system failure not caused by Company for clients who do not have a Maintenance Plan are billable at One Hundred, Eighty Dollars ($180.00) per hour based on a 2-hour minimum charge, plus materials at cost plus thirty percent (30%).

d. Physical Damage Waiver (In place of insurance or damages plus 10%) is billed at Fifty Dollars ($50.00) per month/per unit of equipment ("Unit").

e. A mileage charge applies for installations, relocations and data retrievals at locations that are more than fifty (50) miles from a Company branch office location are billable at $1.75 per mile.

PRICING AND OTHER CONDITIONS: Equipment and service fees are billable at the Unit prices in the Security Quote, plus taxes where applicable. The installation price is based on availability of power, conduit and internet/data access within twenty (20) feet of each Unit. The installation price of Units is only for installation of Units at locations that are no more than fifty (50) miles from a Company Branch office location. There may be additional charges for installations where power, conduit, and/or data/internet access is more than twenty (20) feet from a Unit. The installation price includes training on remote access for up to five (5) Client employees. Additional training for up to five (5) Client employees is billable at One Hundred, Eighty Dollars ($180.00) per hour based on a 2-hour minimum. Client is responsible for providing high-speed internet services with a Static Routable IP Address at all locations where remote viewing and/or monitoring services are required.

TERM AND RENEWAL: This Agreement will commence on the Effective Date; however, fees for services will begin at Client site when the services starts and will end on the last day of the month in which services are scheduled to end (the "Initial Term") unless this Agreement is earlier terminated as permitted herein. This Agreement shall automatically be renewed each month (each a "Renewal Term") until Company or Client sends the other party at least thirty (30) days' prior written notice of termination. The Initial Term and Renewal Terms are collectively referred to herein as the "Term."

ADDITIONAL SERVICES AND EQUIPMENT: Additional services and/or equipment may be added to this Agreement through a signed change order which will be incorporated as an addendum to this Agreement. Client understands and agrees that all change orders for additional services and/or equipment are part of this Agreement and are subject to the Standard Terms and Conditions set forth in this Agreement.

EARLY TERMINATION FEES: If this Agreement is terminated by Client for its convenience before the end of the Initial Term, Client shall pay Company an early termination fee equal to fifty percent (50%) of the balance remaining under the Initial Term.

The Standard Terms and Conditions attached to this Agreement are an integral part of this Agreement and are incorporated by reference herein.

Each party's duly authorized representatives below have executed this Agreement, which includes the attached Standard Terms and Conditions effective as of the Effective Date.

Execution by the individuals below indicates their authority to bind their respective organizations to this Agreement.

CLIENT:	City of Greenbelt - Public Works 555 Crescent Greenbelt, MD 20770	COMPANY:	ECAMSECURE
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

These Standard Terms and Conditions are an integral part of the attached Agreement for equipment, materials, supplies and/or services between Client and Company and form a part of the Agreement. Client's signature on the attached Agreement signifies Client's agreement to be bound by these Standard Terms and Conditions.

PRICING AND PAYMENT TERMS:

a. Purchases. If applicable and unless otherwise stated, Company's prices for the purchase of any materials, supplies and equipment do not include sales, use, excise or similar taxes, all of which charges shall be paid by Client, unless Client provides Company with evidence of tax exemption satisfactory to the Company. All materials, supplies and equipment shall remain the property of the Company until receipt by the Company of full payment.

b. Invoices. Company shall submit monthly invoices to Client for equipment, materials and supplies purchased and services provided on or about the fifth day of the month following the month in which the equipment, materials and supplier were purchased and services were performed.

c. Payment of Invoices. Payments shall be made to the address on the invoice. Payments are due within thirty (30) days of the date of the invoice.

d. Price Changes. Upon thirty (30) days' prior written notice, Company may increase the prices of materials, supplies and equipment, monthly service and other charges. Such increases shall become effective on the 30th day after notice and such notice shall constitute an amendment to this Agreement, as of the effective date.

e. Late Charges, Termination, Suspension and Collection Costs. The Company reserves the right to add a late charge of 1.5% per month, or the highest amount permitted by law if lower, on any account balance not paid in full when due. In the event Company initiates collection procedures to obtain payment of a delinquent account balance, Company shall be entitled to recover all costs of collection, including its reasonable attorney's fees, costs and other expenses. Company reserves the right to terminate this Agreement or any change order, or to suspend its performance, immediately and without prior notice, upon Client's failure to perform its obligations under this Agreement, including, without limitation, any failure to pay amounts due hereunder. Company may also terminate this Agreement if Client becomes the subject of a petition in bankruptcy, becomes insolvent or has a receiver appointed for any part of its business or property.

f. Service Interruptions; Reconnection Charges. Client shall pay a reconnection charge if service is suspended or terminated due to Client's failure to make timely payments of invoices or upon other Client default. Client shall not receive credit for interruptions in the operation of equipment or of service for less than forty-eight (48) consecutive hours, regardless of the cause of such interruption. Any interruption credit shall be for the period of interruption exceeding 48 hours.

DUTIES OF THE CLIENT:

a. It is the Client's duty to assess and determine its security monitoring and/or maintenance needs, and the type and location of surveillance and surveillance equipment. Company shall not be responsible for such assessment and determination and makes no representation or warranty as to the suitability or adequacy of Client's surveillance system, site coverage, equipment, supplies and/or materials (the "System"), all of which are the sole responsibility of Client.

b. Client grants to Company and its personnel the continuing right to access each location site to perform this Agreement and authorizes Company, its agents and contractors to install, inspect, test and repair the System as and when necessary or appropriate, as determined by the Company.

c. Client is responsible to provide site lighting, fencing and other perimeter and access control equipment and facilities requested by the Company related to the subject of this Agreement. For all surveillance systems, Client will provide, at its sole cost and expense, 120v power to within twenty (20) feet of the proposed installation site and a 40 amp dedicated circuit breaker. For Alarm and Full-Time Monitoring services, Client shall provide and maintain, at its sole cost and expense, high-speed internet access with a Static Routable IP Address of not less that 1Mbps upload speed per every 4 cameras being monitored and minimum 3Mbps download speed. Video will be transmitted at a minimum resolution of 640 x 480 and 5FPS (frames per second). As necessary, Client will provide Post Instructions.

d. Client is required to provide at least three (3) business days' advance notice to schedule equipment relocations.

e. Client shall, at all times keep Company advised of its daily and holiday opening and closing schedule, if applicable, and provide Company with a list of all persons authorized to enter the site premises during its closed hours and a call list of individuals designated to receive notice in the event of an alarm signal from or at the site (such information is referred to as "Post Instructions"). It is Client's responsibility to regularly maintain and update the Post Instructions. In the event of an alarm signal, Company's sole obligation shall be to communicate to Client's representative and/or emergency services, as identified in the Post Instructions, that an alarm signal has been received. In the event Company cannot reach one of the persons identified on the alarm signal call-list in the Post Instructions, Client agrees that Company's sole obligation shall be to leave a voice mail or other recorded message, if voicemail or another recording device is available. If no voicemail or recording device is available, the sole obligation of Company shall be to telephone and determined that no voicemail or recording device is available at the numbers identified in the Post Instructions.

f. It is Client's duty to notify Company of site changes that require changes in security equipment or scheduling. Notification of changes should be made to the current Account Executive. Client authorizes Company to make any changes in or alterations to the equipment made necessary by any changes in the Client's site, property or equipment after the original installation has been completed and Client agrees to pay Company the cost thereof at Company's then prevailing labor and equipment rates. Change orders submitted on less than twenty-four (24) hours' notice will be subject to a One Hundred and Fifty Dollars ($150.00) short notice fee.

g. Client will obtain and keep in effect, at Client's sole expense, all permits or licenses that may be required for the installation and operation of the System.

h. Client shall not interfere with, or allow anyone else to interfere with, adjust, service or attempt to repair or reset System at any time. If Client makes incorrect adjustments or repairs to any equipment supplied or maintained by Company no liability will be accepted by Company.

i. Client will not damage, encumber, or dispose of the System or permit the System to be damaged, encumbered, taken from the site, tampered with or repaired by anyone other than authorized agents of Company.

DUTIES OF THE COMPANY:

a. Company shall assign, direct supervise its employees, agents and contractors at the site locations to which this Agreement applies.

b. Company shall provide qualified personnel and adequate equipment and attire to perform its obligations under this Agreement. Client retains the right to approve or disapprove an employee assigned to any site consistent with applicable state and federal laws, including anti-discrimination laws. The disapproval must be in writing and sets forth the specific reason for the disapproval. Company is responsible for the conduct of its employees and for payment of all wages, insurance and taxes relating to their employment. During the Term of this Agreement, Company shall maintain in full force and effect commercially reasonably amounts of General Liability Insurance, Workers' Compensation Insurance and Automobile Liability insurance policies for its employees working at Client's sites. Evidence of such insurance shall be provided promptly upon request.

c. If excessive false alarms are caused by carelessness, malicious, or unintended use of the alarm System, Company may, in its sole discretion, deem the same to be Client's material breach of this Agreement and Company shall be excused from further performance until Client agrees to eliminate conditions or factors interfering with the services of the proper operation of the System.

d. Company warrants its equipment purchased by Client, when used under normal conditions, to be free from defects in material and workmanship for thirty (30) days following delivery to the Client. The warranty period for repaired or replaced defective parts shall be through the remainder of the original warranty period. If the equipment proves to be defective in materials or workmanship, the exclusive remedy as well as Company's sole liability shall be to repair and/or replace the defective equipment or component. This Limited Warranty applies only where the System has been properly installed, operated and maintained in accordance with Company's instructions. Equipment loss is not covered by this warranty nor is damage to equipment from Acts of God, theft, terrorism, fire, vandalism or abuse. If applicable, equipment leased by Client shall be repaired and/or replaced in accordance with the maintenance agreement plan agreed to by client. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED WHICH ARE SPECIFICALLY EXCLUDED, INCLUDING WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COMPANY BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

TERMINATION:

a. Termination for Convenience and Breach. This Agreement may be terminated by either party for its convenience during the Term upon not less than thirty (30) days prior written notice to the other party. Client's early termination of this Agreement for its convenience during the Initial Term shall result in assessment of early termination fees described above. Either party may terminate this Agreement in the event of a material breach of this Agreement as follows: The non-breaching party shall give the breaching party a written notice specifying the alleged breach and thirty (30) days to cure the breach. If the breach in not cured within such time, the non-breaching party may terminate the Agreement effective the next day by giving a written notice of termination.

b. Removal of System. At the expiration or termination of this Agreement, Company is authorized to enter upon Client's site(s) and to remove all or any portion of the System provided by Company. Company may elect to abandon all or any portion of the System. Removal of the System shall be without prejudice to the collection of any and all amounts due under this Agreement, including any extensions or renewals thereof.

INSURANCE; INDEMNIFICATION:

a. COMPANY IS NOT AN INSURER. Client understands that Company is not an insurer of Client's property or the personal safety of persons in Client's premises.

b. Indemnification. To the fullest extent permitted by applicable law, Client expressly agrees to defend (at Client's expense and with counsel acceptable to the Company), indemnify, and hold harmless the Company, its affiliates and all of their respective officers, directors, shareholders, members, managers, employees, agents, successors, and assigns (each an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against any and all third party claims, suits, causes of action, and/or proceedings (collectively, "Claims") and any resulting losses, damages, liabilities, and expenses of any kind whatsoever, including without limitation, all expenses of litigation and mediation, court costs, and reasonable attorney's fees (collectively "Liabilities") incurred by any Indemnified Parties and arising on account of or in connection with Claims based upon injuries to or the death of any person whomsoever, claims for damages from any third party, or any and all damages to property (including the loss of use thereof), regardless of possession or ownership, which injuries, death or damages arise from, or are in any manner connected with, the Services performed or System provided by or for the Company under this Agreement, or are caused in whole or part by reason of the acts or omissions or presence of the person or property of Client or any of its owners, employees, agents, representatives, contractors, subcontractors, or suppliers, INCLUDING WITHOUT LIMITATIONS INJURIES, DEATH, OR DAMAGES WHICH ARISE FROM OR IN CONNECTION WITH, OR ARE CAUSED BY, ANY ACT, ERROR, OMISSION, OR NEGLIGENCE OF THE COMPANY AND ALL OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, OR SUPPLIERS; INCLUDING INJURIES, DEATH, OR DAMAGES CAUSED BY THE GROSS NEGLIGENCE, OR WRONGFUL, WILLFUL ACTS of the Company. The indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Client under worker's compensation acts, disability benefit acts or other employee benefits acts, and shall extend to and include any Claims brought by or in the name of any employee of Client or of any third party with whom Client is in privity.

c. Client's assumption of liability is independent from, and not limited in any manner by, the Client's insurance coverage or lack thereof. All amounts owed by Client to the Company as a result of the liability provisions of this Agreement shall be paid upon demand.

d. Indemnification Procedures. Promptly after receipt by Company of a threat of any Claim, or a notice of the commencement, or filing of any Claim Company will give notice thereof to Client, provided that Company's failure to give or delay in giving such notice to Client will not relieve Client of any liability or obligations it may have to the Indemnified Parties, except to the extent that Client demonstrates that the defense of such Claim is prejudiced thereby. The Indemnified Parties will not independently defend or respond to any such Claim; provided, however, that: (a) the Indemnified Parties may defend or respond to any such Claim, at the Client's expense, if the Company's counsel reasonably determines that such defense or response is necessary to preclude a default judgment from being entered against the Indemnified Parties; and, (b) the Indemnified Parties will have the right, at their own expense, to monitor the Client's defense of any such Claim. The Client will have sole control of the defense and of all negotiations for settlement of such indemnified Claim; provided, however, the Client shall not settle any such Claim without first obtaining the Company's prior written consent where the settlement of such Claim results in any admission of guilt or liability on the part of any Indemnified Parties, imposes any obligation or liability on any Indemnified Parties, or has a judicially binding effect on any Indemnified Parties (other than monetary liability for which an Indemnified Party is indemnified, without risk of non-payment, by the Client). At the Client's request, the Company will cooperate with the Client in defending or settling any such Claim; provided, however, that the Client will reimburse the Company for all reasonable out-of-pocket costs incurred by the Company (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation to the Client.

e. Waiver of Subrogation. Client waives all rights against the Company for loss or damage to the extent covered by Risk or any other property or equipment insurance.

LIMITATION OF LIABILITY:

CLIENT'S PAYMENTS ARE BASED SOLELY ON THE VALUE OF THE SYSTEM AND SERVICES SET FORTH HEREIN AND ARE UNRELATED TO THE VALUE OF CLIENT'S PROPERTY OR PROPERTY LOCATED ON THE SITE; COMPANY MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS THAT THE SYSTEM OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THERE FROM WHICH THE SYSTEM OR SERVICES ARE DESIGNED TO DETECT OR AVERT. CLIENT ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE AMOUNT OF DAMAGES, IF ANY, THAT MAY RESULT FROM A FAILURE BY COMPANY TO PERFORM ANY OF THE OBLIGATIONS HEREIN, OR THE FAILURE OF ANY SYSTEM OR SERVICES PROVIDED BY COMPANY. ACCORDINGLY, CLIENT UNDERSTANDS AND AGREES THAT IF COMPANY SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO FAILURE OF COMPANY TO PERFORM ANY OF THE OBLIGATIONS HEREIN, INCLUDING BUT NOT LIMITED TO INSTALLATION, MAINTENANCE, MONITORING OR OTHER SERVICES, OR THE FAILURE OF ANY SYSTEM, REGARDLESS OF CAUSE, COMPANY'S LIABILITY SHALL BE LIMITED TO ALL PAYMENTS MADE BY CLIENT DURING THE NINETY (90) DAYS PRECEDING THE EVENT PROMPTING THE CLAIM (THE "LIQUIDATED DAMAGES AMOUNT"). SUCH AMOUNT REPRESENTS LIQUIDATED DAMAGES AND SHALL BE CLIENT'S EXCLUSIVE REMEDY FOR ANY SUCH BREACH OR FAILURE. SUCH LIMITATION OF DAMAGES SHALL APPLY TO ALL LOSSES, CLAIMS, DAMAGES AND INJURIES TO CLIENT AND THIRD PERSONS ("LOSSES"), IRRESPECTIVE OF THE CAUSE OF SUCH LOSSES OR THE AMOUNT OR NATURE OF SUCH LOSSES.

DISPUTES AND LITIGATION:

Should any dispute or controversy arise between the Company and Client concerning any matter involving or arising out of this Agreement, the following procedures shall apply.

a. Such dispute or controversy shall be submitted by one party to the other in writing.

b. The parties shall make a good faith effort to attempt to settle such dispute.

c. In the event that the Company and Client settle such dispute and subject to any limitation of liability in this Agreement, any settlement will be anticipated to be on an "actual cash basis." That is, the basis of claim valuation will be either the actual cash value of the property damaged or stolen, allowing for reasonable depreciation, or for the repair of that property, whatever is less.

d. Compensation for settlement will consist of either a check payable to the party suffering the loss, or by credit to the Client's future accounts as deemed commercially expedient by the Company. However, it is understood by all parties, that once rendered, services are accepted by the Client and no credit or back charge for settlements may be taken against those services rendered without the express consent of the Company. This consent will depend on the compliance with the provisions of this Agreement.

e. At its election, Company may exercise rights to "salvage" of property which may be subject of a claim.

f. The venue of any suit for any breach of this Agreement is hereby agreed to be any court of competent jurisdiction in New Castle County, in the State of Delaware. The law applicable to any litigation relating to this Agreement shall be the laws of the State of Delaware, without regard to its conflicts of laws principles.

g. If Company shall be required to employ an attorney to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising hereunder, or to collect damages for the breach of the Agreement or to prosecute or defend any suit resulting therefrom, and the Company is the prevailing party in such action, Client agrees to pay the Company for all reasonable costs, charges, expenses, expert fees and attorneys' fees expended or incurred in connection therewith.

GENERAL CONDITIONS AND PROVISIONS:

a. Title to Intellectual Property. All title to, ownership of, and all rights in patents, copyrights, trade secrets and any other intellectual property rights in the Systems and Services is and shall remain the Company's property and no change order or other written terms and conditions provided by Client to Company shall transfer any intellectual property rights. Any change order provided by Client to Company shall be subject to the terms and conditions of this Agreement.

b. Power Fluctuations and Outages. Client acknowledges that power fluctuations and failure is a common problem and that Company is not liable for any System failure due to a power outage. Client shall promptly report any System problems following a power outage to Company.

c. Telephone and Internet. Client acknowledges and agrees that signals which are transmitted over the telephone lines or via the internet are wholly beyond the control of Company and Company is not liable for any interruption due to utility or service provider failure or if Company's central station should be destroyed or becomes inoperable due to fire or other disaster.

d. Solar Power. Client acknowledges and agrees that solar panels generate power as long as there is a light source. Failure of the equipment to generate power due to poor weather conditions or other barriers blocking the sun are wholly beyond the control of Company and Company is not liable for any interruption of power as a result thereof.

e. Acceptance of Services. Services performed under this Agreement shall be deemed accepted by Client unless written proof of claim is made to Company no later than ten (10) days after Services are rendered.

f. Repairs. Provided Client's account is current, Company will use its reasonable commercial efforts to carry out service/repairs within two (2) business days, but shall not be responsible for delays or failure to respond by reason of power or connection failures, failures due to weather or other conditions, or otherwise for any conditions beyond the reasonable control of Company, including but not limited to, terrorism, active shooter incidents, strikes, work stoppages, fires, civil disobedience, riots, rebellions, Acts of God and similar occurrences.

g. Training. Training in accessing and reviewing historical archive retained in the on-site System is provided. The review of archived video is the responsibility of the Client.

h. Assignment. Company may assign this Agreement or any of its rights and obligations hereunder; Company shall notify Client of any such assignment. Client may not assign this Agreement without Company's prior written consent.

i. Without the Company's prior written consent, Client may not assign, sell, or sublease the System or any part of it without Company's prior written consent.

j. Company shall have the right to subcontract the Services performed under this Agreement to an affiliate or third-party provider without prior consent of Client. Company shall be fully liable for its subcontractor's compliance with this Agreement.

k. In the event Client is not the site owner, Client hereby warrants that Client has secured the written consent of the owner for the installation and removal of the System.

l. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding its subject matter. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. Both parties hereby agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence or any other legal theory) shall be brought more than one (1) year after the accrual of the cause of action thereof.

m. Waivers. No waivers or modifications shall be valid unless the same are in writing and executed by the parties' authorized representatives hereto.

n. Video Release. Video footage/snapshots captured by Company's equipment or services will be used on Company owned websites or trade events for training and marketing purposes with prior written consent of Client.

o. Conflicts. This Agreement, and these Standard Terms and Conditions, supersede any additional, different, or conflicting terms on Client's printed forms, or conflicts implied from course of dealing or trade usage, and integrate and replace all prior representations of Company. This transaction is expressly conditioned upon Client's assent to the terms and conditions of this Agreement, including, without limitation, these Standard Terms and Conditions.

p. Rules of Construction. Both parties have had the opportunity to have this Agreement reviewed by their attorneys. Therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. Instead, this Agreement will be interpreted according to the fair meaning of its terms.

q. Captions. Captions or paragraph headings included in this Agreement are for reference purposes only and shall not modify or limit the statements contained herein.

r. Electronic Signatures; Counterpart Execution. The parties agree that this Agreement may be executed electronically, and that counterparts of this Agreement sent by facsimile, electronic mail or other electronic transmission shall (a) have the same effect as an original and (b) serve as conclusive proof, admissible in judicial proceedings, of a party's execution hereof. To facilitate execution, this Agreement may be executed in counterparts; all counterparts shall collectively constitute a single agreement.

s. Notices. All notices, requests, demands, or other communications hereunder, other than day-to-day communications, shall be in writing. Notice given by personal service or overnight courier shall be deemed effective on the date it is delivered to the addressee. Notice mailed, properly addressed, shall be deemed effective on the fourth business day following its postmark. Notices referenced herein shall be provided to the party at the address in the preamble, Attention: Legal Department (or such other address of which either party shall notify the other party in writing).

[End of Agreement]

City Council Agenda Item Report

Meeting Date: May 13, 2024
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section: OTHER BUSINESS 60 minutes (8:45 - 9:45 pm)

Subject:
Visualize 2050

Suggested Action:

Visualize 2050 Air Quality Conformity Analysis

The list of projects solicited for the Visualize 2050 National Capital Region Transportation Plan and the FY 2026-2029 Transportation Improvement Program (TIP) is scheduled to be finalized at the May 15, 2024, meeting of the National Capital Region Transportation Planning Board (TPB). This work effort addresses requirements associated with attainment of the ozone National Ambient Air Quality Standards (NAAQS). Volatile organic compounds (VOC) and nitrogen oxides (NOx) are ozone precursor pollutants. Note that the air quality assessment doesn’t include greenhouse gases, which are not considered a criteria pollutant, and therefore are not covered by the NAAQS. This list of projects also does not include ongoing or candidate projects that are not regionally significant for air quality. Later steps in the process include adding projects that are considered non-regionally significant for air quality and finalizing the financial plan and project list for Visualize 2050 in Fall 2024. Drafting of the Visualize 2050 plan and FY 2026-2029 Transportation Improvement Program will be in Winter 2024, followed by a further public comment period and approval in June 2025.

From a local perspective, it’s worth noting that the widening of MD 201 was removed from the project list. A project related to the ramp to the BW Parkway from MD 193 Greenbelt Road is also listed as removed. Construction of the interchange at the Greenbelt Metro Station is listed for construction by 2030. Many of the concerns expressed by written comments and presenters in person at previous TPB meetings were about the various highway expansion and toll lanes projects, especially I-270 and I-495. (COG staff produced a FAQ memo specifically about I-270 toll lanes project.) There are especially concerns about the express lanes project on the Woodrow Wilson Bridge (I-495 Southside Express Lanes) impeding future plans to extend the Blue Line. The Virginia Department of Transportation has included letters in the materials committing to converting one of those lanes for future rail lines when needed. A letter promised from the Maryland Department of Transportation regarding I-270 toll lanes is not yet available.

There were also general concerns about the process not directly addressing climate change goals, and the general dearth of transit projects compared to highway projects, as well as concerns about equity.

Mayor Pro Tem Weaver asked this agenda item to be added to the agenda to have guidance from the rest of Council before the vote on May 15^{th}.

Attachments:

City Council Agenda Item Report

Meeting Date: May 13, 2024
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section: OTHER BUSINESS 60 minutes (8:45 - 9:45 pm)

Subject:
Authorize City Manager to Purchase a Shuttle Bus

Suggested Action:
Reference: Memorandum - A. Oudemans - 05.07.2024
Floorplans
Proposal
Contract Amendment
Specifications Proposal

The Recreation and Public Works Department support the purchase of a second City Passenger Bus. Staff believe this initiative aligns with staff shared goals of enhancing community services and addressing the needs of the public.

The proposed bus is known as a 12&2 and includes a wheelchair lift and can accommodate two wheelchairs for a total of 14 passengers.

Both the Recreation and Public Works Department recognize the importance of this endeavor and the positive impact it would have on our community. The Public Works Department is committed to providing our full support throughout the process, including the acquisition, operation, and maintenance of the additional bus. The funding source for this purchase is a reallocation of ARPA fund designated by Council for one EV Shuttle Bus. There no EV Shuttle Buses available in the market for this seating capacity. Larger EV Buses are costly and do not meet the City's needs.

Attachments:
Memorandum - A. Oudemans - 05.07.2024.pdf
Floorplan.pdf
COB Bus Quote.pdf
Apple Ford MA-4504 Renewal 3 (002).pdf
F4623 Ford E350 Allstar 12 2 proposal Greenbelt Rec.pdf

Memo

To: Josue Salmeron, *City Manager*

From: Anne Oudemans, *Assistant Director-Recreation Programs*
Via: Greg Varda, *Recreation Director, Brian Kim, Acting Director of Public Works*

Date: May 7, 2024

Subject: Proposal to purchase a second City Passenger Bus

Recreation and Public Works departments support the purchase of a second City Passenger Bus. We believe this initiative aligns with our shared goals of enhancing community services and addressing the needs of the public.

The proposed bus is known as a 12&2 and includes a wheelchair lift and can accommodate two wheelchairs for a total of 14 passengers. Please see the attached vehicle floorplan for more details. Also attached is a recent price quote on the recommended vehicle, recently sold to another purchaser. This quote is included to provide information on an approximate total cost of the vehicle: $125,000.00. At this time, the vendor has one 12&2 on order and due for delivery in early June. If Council approves the purchase of this vehicle, we plan to move quickly to acquire the vehicle this June.

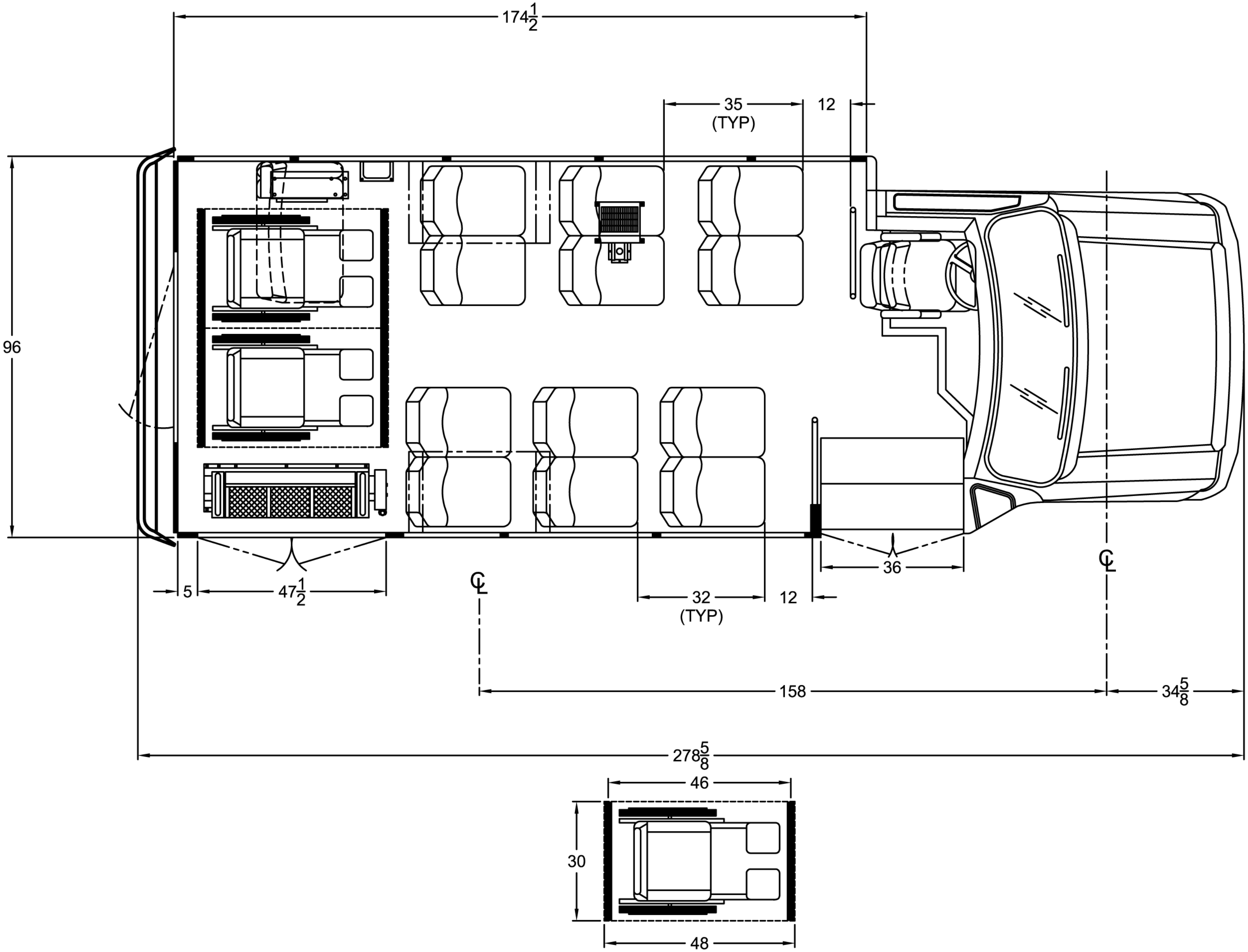
During the Spring session of senior trips, Recreation offered five trips. All trips filled to capacity on the first day of registration. A total of 87 seniors were placed on waitlists for the trips. We were able to fund one charter bus for the most popular trip; however, 57 seniors were left unable to attend trips this Spring.

Summer will be here soon and we have traditionally provided transportation from Springhill Lake Recreation Center to the Greenbelt Aquatic & Fitness Center every Friday for the children enrolled in our summer program at SHLRC. This weekly trip was the highlight of the summer for many of our participants. As you know, the second Greenbelt Connection Bus has been decommissioned, so making these weekly trips is no longer possible with only one bus. A second bus would allow this program to continue.

The increased interest in activities, particularly those catering to demographics that may have been historically underserved due to lack of resources, presents an opportunity for us to better serve our community. By investing in a second bus, we can effectively expand access to recreational activities and DPW transportation services.

Both the Recreation Department and DPW recognize the importance of this endeavor and the positive impact it would have on our community. DPW is committed to providing our full support throughout the process, including the acquisition, operation, and maintenance of the additional bus.

COLONIAL
colonialbus.com
5171 Intercoastal Court | Monrovia, MD 21770
800.GO.BY.BUS | 301.865.2401 (fax)



Fleet/Government Sales

8800 Stanford Blvd. Columbia, MD 21045

05/07/2024

The City of Greenbelt
Anne Oudemans, CPRP

Quote for 2025 Ford E-350 DRW Bus riding the Baltimore County Contract #0004504.

Vehicle	2025 Ford E-350 DRW Bus	$126,440.00
***	See Attached Proposal For Specifications	***
BCCD	Baltimore County Contract Discount	($1,950.00)
GPC	Ford Price Concession	($500.00)
Color	Oxford White	
Interior	Vinal Seats	
Delivery Days	120 Days Aro	
	Net Price Per (1) Unit:	**$123,990.00**

Please contact me with any questions, changes, or to finalize your order. I look forward to hearing from you. You can reach me at 443-539-1223 or by e-mail at: Jskipper@AppleFord.com.

Thank you,
Justin Skipper

Baltimore County, Maryland
400 Washington Avenue
Towson, MD 21204
United States of America

Supplier Contract Amendment

Contract Number	SCON-10000666 - 2
Contract Name	Off-the-Lot, New Vehicles, through Class 7, 26000# GVWR-MA00004504
Contract Reference	00004504
Contract Start Date	11/01/2020
Contract End Date	10/31/2024
Print Run Date	09/05/2023
Contact	Brian C Mohney BM
Phone Number	+1 (410) 8873243
Email	bmohney@baltimorecountymd.gov

Supplier:

Apple Ford Inc
8800 Stanford Blvd
Columbia, MD 21045
United States of America

Summary:

Incorporating the Baltimore County Solicitation #B-1560, dated 10/16/20 including, but not limited to, the Bid Response, Procurement Affidavit, MBE/WBE Affidavit and documents, and Insurance, as applicable. Vendor Contact: Justin Skipper, 443-539-1223 or jskipper@appleford.com. Titling Information: All applications for titling should be filled out as follows: Baltimore County Government, 11112 Gilroy Road, Suite 102, Hunt Valley, MD 21031. Soundex #Z975001211958, Federal ID Number 52-6000889, Insurance Information: Self Insured, Policy #0052, (Leave Class of Tags Blank).

Reason for Modification

Baltimore County, Maryland has automatically renewed this Agreement to exercise the one-year renewal option from 11/01/23 to 10/31/24. Supplier must maintain the insurance coverages required under the terms and conditions while this contract is in effect, including all renewal terms. All prices, terms and conditions remain the same.

This is not an order to ship (or begin service). A Purchase Order (PO) must be issued before you are authorized to ship (or begin service). This is a notice that the Supplier Contract (SC) referenced above has been awarded to you based on the bid (or proposal) you submitted. All terms, conditions and specifications of the solicitation will apply to all orders placed from this agreement. Any agency authorized to purchase from this agreement must issue an order and reference the Supplier Contract number, line number and commodity item number for each item. Changes in items to be furnished are not permitted (unless approved by the Purchasing Division prior to delivery). Prior approval must also be obtained before distributors can be added or deleted. If a distributor list was submitted, the contractor must send copies of this award to each distributor. Quantities listed are estimated and no quantities are guaranteed. The contractor must supply actual requirements ordered at the Supplier Contract price awarded.

Catalog Items

Catalog Item	Supplier Item Identifier	Unit of Measure	Current Default Unit Price
Vehicle, New, Class 3 Chassis Cab, Ford, Dealer Invoice minus $1,450.00.	00004504-5	Each	$0.00000
Vehicle, New, Class 4-7 Chassis Cab, Ford, Dealer Invoice minus $1,800.00.	00004504-6	Each	$0.00000
Vehicle, New, Ford, Blanket Encumbrance Line, only to be used when a vehicle purchase is subject to a pre-payment or partial payment, prior to final delivery. Agency must state partial or pre-payment terms when utilizing this line.	00004504-7	Each	$0.01000
Vehicle, New, Pickup Truck, Ford, Dealer Invoice minus $1,350.00.	00004504-4	Each	$0.00000
Vehicle, New, Sedan & CUV, Ford, Dealer Invoice minus $895.00.	00004504-1	Each	$0.00000
Vehicle, New, SUV, Ford, Dealer Invoice minus $1,025.00.	00004504-2	Each	$0.00000
Vehicle, New, Van, Ford, Dealer Invoice minus $1,300.00.	00004504-3	Each	$0.00000

Terms and Conditions

1. Purchases are subject to the Baltimore County Charter and Article 10, Title 2 of the Baltimore County Code, 2003, as amended. Baltimore County will not be responsible for any goods delivered or services rendered unless covered by an official order signed by the Purchasing Agent or his/her designee. No change, modification, or revision shall be binding upon Baltimore County unless made in writing by the Purchasing Agent or his/her designee. Contractor shall not assign its obligations to perform hereunder in whole or in part without the prior written consent of the Purchasing Agent or his/her designee.

2. If this Supplier Contract, or Purchase Order is for an amount of $25,000 or less, the County Executive and the County Administrative Officer are not required by the Baltimore County Code to sign. Accordingly, any such Supplier Contract or Purchase Order that is for $25,000 or less shall be signed by the Director of the Office of Budget and Finance or his designee as allowed for in the County Code.

3. The County's Solicitation, Request for Proposal, or Request for Bid, as applicable, shall be incorporated herein in its entirety.

4. The Contractor may not and shall not amend or modify the terms and conditions of this Supplier Contract, or Purchase Order, as applicable, unless such amendment or modification is in writing and signed by a legally authorized signatory of the Contractor and the County, and the Baltimore County Office of Law.

5. Invoicing: Invoices must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, Room 148, 400 Washington Avenue, Towson, MD 21204-4665. Invoices must show the vendor's federal tax identification number (FEIN) or social security number, as appropriate and order number and line number(s) that correspond with the order(s). Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore County's order, whichever date is later. Under no circumstances will interest be paid.

6. Incorporation by reference: If this purchase order is the result of a written solicitation, the solicitation and response are hereby incorporated by reference.

7. County Council Approval: Prior approval of the Baltimore County Council is required on contracts for services in excess of $25,000 per year or in excess of two years.

8. Fee Prohibition: The contractor warrants and represents that it has not employed or engaged any person or entity to solicit or secure this agreement, and that it has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this agreement. If any suit, claim, or demand shall arise concerning such a fee, the contractor agrees to indemnify, hold harmless, and defend the County from all such claims, suits, or demands.

9. Discrimination Prohibited: In the execution of the obligations and responsibilities hereunder, including, but not limited to, hiring or employment made possible by or relating to this agreement, the Contractor shall not discriminate against persons because of race, color, religion, sex, age, political affiliation, national origin, marital status, sexual orientation, gender identity or expression, genetic information, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.

10. Applicable Law: This agreement shall be governed and construed in accordance with the laws and regulations of the State of Maryland and Baltimore County.

11. Any litigation arising out of or relating in any way to this agreement or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to this agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.

12. Funding Out: If funds are not appropriated or otherwise made available to support continuation of this agreement in any fiscal year, the County shall have the right to terminate the agreement without prior notice to the contractor and without any obligation or penalty.

13. Material Safety Data Sheet: If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division, 400 Washington Avenue, Room 148, Towson, MD 21204-4665. This applies also to any product used by a contractor when providing a service to the County.

14. Recycled and Recyclable Products: The contractor agrees that it will not use packaging materials made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.

15. Copiers, scanners, printers, facsimile equipment and any other office equipment that contain hard drives that have the capability to store data internally, will be required to provide overwrite capability with an option to return hard drives to the County for proper disposal at the end of life.

16. Termination for Convenience: The County may terminate this agreement, in whole or in part, without cause, by providing written notice thereof to the contractor. In the event of termination, without cause, the County shall advise the contractor in writing of the termination date and of work to be performed during the final days prior to termination. The contractor shall be paid for all reasonable costs incurred by the contractor up to the date of termination set forth in the written notice of termination. The contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

17. Termination for Default: In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the contractor: 1) To terminate this agreement immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations. Upon termination of this agreement for default, the County may elect to pay the contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

18. Indemnification: The contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the agreement. The contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County. The contractor shall also indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the agreement.

19. Defense: Unless notified in writing by the County to the contrary, the contractor shall provide defense for the County, its employees, agents and officials and in doing so the contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.

20. Property Lost, Damaged or Destroyed: Any deliverables to be provided by the contractor will remain at the contractor's risk until written acceptance by Baltimore County; and the contractor will replace, at the contractor's expense, all deliverables lost, damaged or destroyed by any cause whatsoever.

Reviewed and Approved

by: James Stewart

Chief of Procurement or Chief's designee

Baltimore County, Maryland

by:________________________

County Administrative Officer

Reviewed for Legal Sufficiency (based on typeset Document)

by:________________________

Baltimore County Law Office (Approval does not convey approval or disapproval of substantive nature of the transaction)

colonialbus.com
5171 Intercoastal Court | Monrovia, MD 21770
800.GO.BY.BUS | 301.865.2400

April 30, 2024

City of Greenbelt Rec.
Via Email

The following is our specifications proposal for the purchase of one (1) New 2025 Ford/2024 Starcraft Allstar Commercial Bus. This bus is built to all Federal specifications and has capacities of Twelve (12) ambulatory and Two (2) wheelchair passengers or Fourteen (14) ambulatory plus the driver. This vehicle does not require the driver to have a CDL.

Chassis: 2025 Ford E-350 DRW

- 7.3L V8 Gas
- Electronic 6-Speed Transmission
- Extra Heavy Duty 240-Amp Alternator
- 40-Gallon Fuel Tank
- 6 - .LT225/75RX16E
- 6 – 16" White Wheels
- Front License Plate Bracket
- Frame Pucks
- Extruded Aluminum Running Board on Driver Side
- Valve Stem Extenders Inner Dual Rear Wheels
- Cruise Control
- Dual Heavy Duty Batteries
- Engine Block Heater
- Rearview Mirror
- 4.56 Regular Axle
- 12,300 GVWR
- Front AC
- Chrome Bumper
- Daytime Running Lights
- Front Mud Flap Passenger Side

Body: 2024 22' Starcraft Allstar Cutaway

- Grey Padded Vinyl Driver Area
- Gerflor Black Flooring
- White "Standee" Line
- 60,000 BTU Air Conditioner
- Surface Mount LED Entry Door Exterior Light
- LED Mid-Ship Turn / Marker Lights
- Door Activated Interior Lights
- Electric Passenger Door
- Rear Door with Upper and Lower Windows
- Rosko STSK750 Backup Camera System w/7" rearview monitor
- Braun Century NCL919-2 800# Lift (34"x51")
- Seat Belt on Lift
- 2 – Q-8201-L STD Retractor Tie Down, Q8-6326-A1 Combo Lap/Shoulder, L Track
- Emergency Triangle Kit
- Decal – "Please Stand Behind White/Yellow Line when Vehicle is in Motion"
- 1-1/4" Dual Entry Grab Rails
- Grey Padded Vinyl Interior (Walls and Ceiling)
- White Step Nosing
- Interior Mirror
- 40,000 BTU 3-Speed Low Profile Heater
- LED Rear Center Mount Brake Light (Long & Narrow)
- OEM Radio with Clock & 4-Speakers
- Driver Storage in Cab Overhead
- Double Wheelchair Doors w/ Windows, Interior Light, Exterior Lighting
- Intermotive Flex Tech Electrical System
- Priority Seating Sign
- 2 – Q Straint Belt Storage Pouch
- Wheelchair Decal
- 5 lb Fire Extinguisher
- Back Up Alarm
- Decal – "Please Watch Your Step"
- Decal Vehicle Height Sticker
- Stanchion and Modesty Panel Behind Driver

- Driver Seat w/RH Armrest, 4-Position Lumbar, Mesh Pocket – Level 1 – Oxen Grey Vinyl
- 6 – Anti-Vandal Grab Handle, Black (on aisle)
- 12 – Retractable Seat Belts
- 2 – Freedman USR Retractable Seat Belts
- 6 – Mid-Hi Double Seat – Level 1 – Oxen Grey Vinyl
- 1 – Fold Away Seat, Double AM Bench back – Level 1 – Oxen Grey Vinyl
- 6 – Black US Armrest (on aisle)

Purchase Price, as Described …….$ 124,583.00
****Note, Pricing is for unit currently on order, if a freshly built unit must be ordered pricing will increase**

General Items:

1) Pricing <u>includes</u> servicing and destination charges to our facility.
2) Pricing is net and <u>does not include</u>, taxes, tags, temporary tags or titling fees.
3) On specially ordered units, we do require a deposit of 30% with net balance due at completion and delivery.
4) We would normally expect to complete an ordered unit like this in approximately 20-28 weeks, after receipt of order, depending on production scheduling.
5) Manufacturer's warranty on entire vehicle is a minimum of 12 months/12,000 miles, whichever occurs first. There may also be extended manufacturers warranties on some of the component sub systems included. Chevrolet and Ford chassis warranty is 36 months / 36,000 miles, whichever occurs first, with some extended warranty coverages on some engine/exhaust components.
6) All warranties are in fact provided by the Original Equipment Manufacturers, and are passed through to the end purchasers. Colonial Equipment Company will be your contact for all warranty support on the new vehicle, except for chassis manufacturer supplied items. We are the manufacturer's local service center for the body conversion, lift, seats, etc. In addition, for chassis manufacturer supplied items, we will also coordinate warranty repairs if you will supply the unit to us at our facility, or as we may direct.
7) Should you require any item(s) that are not listed, please advise immediately.
8) Our proposal shall remain firm and valid for fifteen (15) days from the date of this proposal, however, until contracted, this unit is <u>subject to prior sale.</u>
9) Original Equipment Manufacturers reserve the right to change specifications without prior notice.
10) Customer is advised that passenger vehicle purchases after October 7, 1991 are affected by a Federal law, Title 49, Part 38, Americans with Disabilities Act (ADA) accessibility specifications for transportation vehicles. Customer is responsible for compliance, though Colonial Equipment Co. will offer assistance as requested.
11) We have supplied a net out price which includes all fleet rebates, discounts, credits, programs or any other incentives as attributing to a net cost reduction, directly to Colonial Equipment Co., <u>except</u> any available manufacturers' mobility credit(s). Further, you agree that towards this end, you grant a limited power of attorney to execute/endorse any required documentation to permit said cost reductions. This does contribute to the lowest possible net pricing.
12) To accept this proposal/contract, please acknowledge by <u>executing a Buyers Order form</u> and returning the executed original to my attention along with the requested deposit.

Thank you for this opportunity to respond to your special transportation needs. Kindly review this information and then advise how we can be of further service.

Respectfully,

Matthew Davis
Government Sales
Colonial Equipment Company

Agenda Item No: 16.

City Council Agenda Item Report

Meeting Date: May 13, 2024
Submitted by: Bonita Anderson
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section: OTHER BUSINESS 60 minutes (8:45 - 9:45 pm)

Subject:
Introduction of Proposed Council Goals/Draft City Council Planning Framework

Suggested Action:

In November 2023, the city of Greenbelt elected its 45 th City Council which included two new council members. In late January, the Council appointed one new additional council member to fill the council seat vacated with the untimely passing of Council Member Brandon “Ric” Gordon in November 2023. Continuing the longstanding council tradition, the Greenbelt City Council conducted a two-part retreat at the Greenbelt City Municipal Building on January 27, 2024, and a follow-up work session on April 2, 2024, with all council members in attendance. The goals of the retreat were to conduct teambuilding activities to enhance communication and cooperation across the council and to discuss a set of council priorities and goals that reflect the values, needs, and interests of the Greenbelt community.

The following document captures priorities and goals to guide the council's focus over the 2-year elected term. The framework will be used as a tool to direct the City Manager and to track the impact of city programs and services in order to ensure they meet the needs of all Greenbelt residents.

The document is on the agenda as a draft for informational purposes. Further discussion will occur at a later meeting.

Attachments:
2024 Council Planning Framwork (draft).pdf

2024 Greenbelt City Council Planning Framework - DRAFT

Summary

In November 2023, the city of Greenbelt elected its 45th City Council which included two new council members. In late January, the Council appointed one new additional council member to fill the council seat vacated with the untimely passing of Council Member Brandon "Ric" Gordon in November 2023. Continuing the longstanding council tradition, the Greenbelt City Council conducted a two-part retreat at the Greenbelt City Municipal Building on January 27, 2024 and a follow-up work session on April 2, 2024 with all council members in attendance. The goals of the retreat were to conduct teambuilding activities to enhance communication and cooperation across the council and to discuss a set of council priorities and goals that reflect the values, needs, and interests of the Greenbelt community.

The following document captures priorities and goals to guide the council's focus over the 2-year elected term. The framework will be used as a tool to direct the City Manager and to track the impact of city programs and services in order to ensure they meet the needs of all Greenbelt residents.

Expand activities, access, and opportunities to quality education, recreation, youth development, and workforce development programs for young adults.
Goals: • Build partnerships with local businesses to expand access to internships and apprenticeships • Educate youth on career options across a variety of business sectors • Increase youth involvement in city government and civic issues that impact the community • Expand access to recreation programs • Work to promote better communication and transparency between PGCPS and Greenbelt residents around school construction (Ex. DKFI and SHL ES)
FY 25 Objectives: • Conduct a second session of the Learn 2 Earn program by end of June 2025 • Conduct a local career fair • Expand intern positions in City departments • Diversify and increase the number of young adults participating in the Youth Advisory Committee • Increase the number of young adults participating in city boards and committees • At least one Council member attends any informational sessions conducted by PGCPS or individual schools within Greenbelt and reports back • Hire a new Economic Development Manager

Improve and enhance public safety

Goals:

- Explore funding sources to expand the crisis intervention team
- Review public safety workforce to meet needs as city grows in population
- Expand the use of smart technology to support public safety efforts
- Expand efforts to support community policing and safety education, including programs for young people

F25 Objectives:

- Train citizens in community policing model through one Citizens Police Academy per year
- Conduct at least two public engagement sessions related to safety topics per quarter
- Implement license plate readers at key points around the city
- Complete installation of permanent security cameras at municipal facilities including Schrom Hills Park
- Relaunch the Explorer program and finalize planning for a public safety summer camp
- Complete bicycle and pedestrian safety projects funded by ARPA
- Create a labor projection of estimated public safety officers needed over the next 10-20 years.

Enhance a sense of community and belonging

Goals:

- Conduct a community visioning process to refine a shared vision for the community
- Improve wayfinding and placemaking throughout the city.
- Update and enhance the city website
- Explore the possibility for district voting
- Increase engagement in municipal elections
- Explore ways to increase and diversify community engagement in advisory boards and committees, including appointment processes

FY 25 Objectives:

- Identify a community partner to lead and develop a plan for the community visioning process and a funding source for the process
- Complete county-support wayfinding study and identify opportunities for next steps
- Codify rules for all-resident voting in time for the November 2025 election
- Fund phase 2 of DEI study

Promote quality of life for all residents

Goals:

- Create greater equity and access to recreational facilities, ball fields andgreenspaces throughout the city
- Provide mental and physical health resources through Greenbelt CARES, etc.
- Promote programs that help seniors and children
- Expand local partnerships to increase resources and support for mental and physical health
- Ensure city programs and services provide accommodations for residents with disabilities
- Provide resources and support to residents facing food insecurities

FY 25 Objectives:

- Complete the construction of a new playground at Springhill Lake Recreation Center
- Complete the construction of Buddy Attick Park inclusive playground
- Support Franklin Park management in efforts to redevelop the unused pool area for alternative recreation purposes
- Complete updates to the interior of Springhill Lake Recreation Center
- Support the transition of Charlestowne North to new management and direct resources to residents throughout the process
- Continue to fund and allocate ARPA grants for education grants, first-time homebuyer assistance, childcare vouchers, mini-grants, non-profit grants etc.
- Enhance recreation amenities in Greenbelt West by completing Phase 1 of the Greenbelt Station Greenspace Master Plan and develop a timeline and site plan for Phase 2
- Enhance and maintain the quality of ball fields in City Center in Greenbelt East
- Secure an MOU with PGCPS for the use of the Greenbelt MS athletic field
- Conduct health screenings in Greenbelt East, Center, and Greenbelt West
- Provide weekly meals to seniors and monthly food distribution

Improve Transportation Opportunities

Goals:

- Move Vision Zero plan forward to prepare for infrastructure grants
- Expand and enhance bike lanes and pedestrian accessibility throughout the city
- Advocate for continued service of Metro and bus routes through Greenbelt that were identified as at risk for elimination

FY 25 Objectives:

- Expand city shuttle/circulator options, including increased capacity for senior trips and summer camps
- Complete bicycle lane and pedestrian enhancements, for example along Hanover Parkway
- Support the section of the Greenbelt East Trail project that falls within the city limits

Maintain and Invest in Infrastructure

Goals:

- Address the shortage of space for city services and organizations
- Explore additional affordable housing options
- Explore best uses for the Armory building
- Explore opportunities for the long-term preservation and revitalization of the DKFI/old Greenbelt High School building

FY 25 Objectives:

- Conduct a more holistic space relocation and space utilization study
- Complete the pool deck condition assessment and develop scope of work for repairs
- Initiate the HVAC system replacement in the community center
- Complete Armory feasibility study

Encourage economic development and to ensure sustainability

Goals:

- Continue and expand resources and funding for COVID 19 affected businesses and organizations
- Explore new non-tax revenue sources
- Create strategic partnerships with existing and new businesses
- Ensure the sustainability and vitality of Roosevelt Center

FY 25 Objectives:

- Create a grant identification and submission strategy that aligns with strategic priorities
- Create a business recruitment and retention strategy
- Create a job creation and business development strategy
- Support the application of a Maryland Main Streets application
- Track the development of the FBI building and participate in the county’s planning process
- Secure an updated plan or project schedule for the redevelopment of Beltway Plaza

Provide excellent constituent services by improving communication and engagement with residents

Goals:

- Codify minimum standards of communication
- Broaden citizen involvement through technology
- Ensure greater accessibility to activities, documents, and city information.

FY25 Objectives:

- Create a specific constituent services role in the City Manager's office
- Develop a meet the city council video series (ex. College Park)
- Host regular listening sessions and work sessions throughout the city
- Expand translation/interpretation services
- Implement a system for tracking and following up on constituent issues and requests

Preserve and enhance the legacy of Greenbelt as a planned and environmentally proactive community.

Goals:

- Oppose the SC Maglev and other intrusions on the city's environment
- Continue fighting proposed projects that denude Greenbelt
- Save the forest preserve
- Expand EV charging stations
- Expand EV and Hybrid vehicle fleet
- Expand access to community gardening throughout the city

FY 25 Objectives:

- Complete the Buddy Attick Master Plan study
- Support the purchase of electric vehicles for the city's fleet
- Create a Climate Action Plan for the city that builds on the 2014 Sustainability Plan
- Expand the curbside food scrap pick-up program and begin to develop options for after the grant funding expires
- Identify additional sites around the city for community gardens

Improve and enhance council communication, cooperation, efficiency and workflows with city staff. Enhance council's ability to advocate for Greenbelt residents at the state and federal level.
Goals: • Conduct a thorough review of the Greenbelt City Charter and identify opportunities that support the vision for the city • Amend the process for filing future council vacancies
FY 25 Objectives: • Establish an advisory committee to review the city charter and make recommendations to the city council • Establish a protocol for documenting and responding to emails that come to the full Council. • Establish clear objectives and outcomes for council work sessions • Provide the city manager with timely feedback and appropriate evaluation of his performance • Send out follow-up letters to key stakeholders with next steps and action items. • Participate in Four Cities meetings and seek out opportunities for collaboration, such as Pepco lighting transition • Participate in PGCMA, COG, and NLC meetings and report out findings and opportunities • Create a running document for council members to add reports on any advocacy, legislative, and informational sessions that they attended • Establish focus areas for which council members would serve as a liaison and participate and share important information and resources to the community • Send out the agenda a week in advance of council meetings and work sessions • Review the stakeholder meeting list and create efficiencies

Agenda Item No: 19.

City Council Agenda Item Report

Meeting Date: May 13, 2024
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: MEETINGS
Agenda Section: OTHER BUSINESS 60 minutes (8:45 - 9:45 pm)

Subject:
Meeting

Suggested Action:
Please note that the Regular Meeting/2nd Public Hearing has been rescheduled to May 29, 2024, at 7:30 pm. During the work session on May 6, the Council discussed the possibility of moving the meeting from May 28 to May 29. A motion is required to formalize the rescheduling of the May 28 Regular Meeting to May 29.

Attachments:
meetings.pdf

CITY OF GREENBELT, MARYLAND
25 Crescent Road, Greenbelt, MD 20770-1891

5/10/2024 9:39 AM

City Council Meetings & Work Sessions May – June

Budget Work Session – Final Budget Review	Wed.	05/15	7:00 pm
Work Session- WSSC Standpipe Rehabilitation Project	Mon.	05/20	7:30 pm
ACE Student Awards	Wed.	05/22	7:30 pm
Special Meeting/Closed Session – Personnel and Pending Legal Matters	Wed.	05/22	Following ACE Awards
No Meeting – Memorial Day	Mon.	05/27	
Advisory Board Interview	Wed..	05/29	7:10 pm
Regular Meeting/ 2nd Public Hearing	Wed.	05/29	7:30 pm
Regular Meeting/ Budget Adoption	Mon.	06/03	7:30 pm
Work Session – Phase 2 JEDI Audit Process Presentation	Wed.	06/05	7:30 pm
Advisory Board Interview	Mon.	06/10	7:10 pm
Work Session – Board of Elections/Community Relations Advisory Board (tentative)	Mon.	06/10	7:30 pm
Work Session – Pepco Street Light Program	Wed.	06/12	7:30 pm
Regular Meeting	Mon.	06/17	7:30 pm
Work Session – Charter Review Initiative	Wed.	06/19	7:30 pm
MML Summer Conference (Ocean City)	Sun. – Wed.	06/23 - 06/26	
No Meeting – (MML Summer Conference)	Mon.	06/24	
No Meeting – (MML Summer Conference)	Wed.	06/26	

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. Unless otherwise noted, meetings will be held in the Council Chambers in the Municipal Building (MB) at 25 Crescent Road and virtually by Zoom. Zoom meeting information for public participation is posted on the City's website at www.greenbeltmd.gov on the meeting calendar.

Bonita Anderson, City Clerk

CITY OF GREENBELT, MARYLAND
25 Crescent Road, Greenbelt, MD 20770-1891

5/10/2024 9:39 AM

Ready to be scheduled:
Townhall Meeting: Virtual Meetings Accessibility for Blind and Visually Impaired
City Contracting Policy
Walk-way fixture
Verde Apartments
Greenbelt Road Corridor
Bureau of Engraving and Printing
Beltway Plaza (stakeholder)
Greenbelt Access TV
COG Leadership
County Executive Liaison, Denise Ross
NASA Goddard Tour
Economic Development

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
Museum Plan
Bernard Penney *(Memorial Donation in honor of Leonie Penney)*
Potential Bond Referendum/Capital Financing
Cemetery Plans
MARC Train Service/ MDOT
Arts & Entertainment District
EV Chargers Five Year Plan
Fleet Vehicles Ten Year Plan
GHI/Prince George's County (Stormwater issues)
Office of Human Rights

Agenda Item No: *20.

City Council Agenda Item Report

Meeting Date: May 13, 2024
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: MEETINGS
Agenda Section: OTHER BUSINESS 60 minutes (8:45 - 9:45 pm)

Subject:
Stakeholder List

Suggested Action:

Attachments:
Stakeholder Schedule.pdf

Annual													**Follow-Up Letter Sent**
Advisory Group Chairs	7/22	7/23											
Franklin Park at Greenbelt Station Mgmt.	12/21	12/22	2/24										3/21/24
Greenbelt Center HOAs	3/23	5/24											
Greenbelt East HOAs and COAs/Greenbelt East Advisory Coalition	4/22	6/23											
Greenbelt Homes, Inc.	8/22	8/23											
Greenbelt Station HOA/Verde Apts.	8/22	8/23											
School Board Member	9/21	2/23	8/23										
State Highway Administration	11/20	11/22	12/23										12/21/23
Biennial													
Beltsville Ag. Research Center	8/18	11/22	11/23										
Beltway Plaza	9/22												
NASA/GSFC	3/22	4/23											
Greenbelt Business Alliance	10/22												
Greenbelt Park NPS	1/22	3/23											
Greenway Shopping Center	12/20	2/23											
Religious/Spiritual Organizations	6/22	2/24											
Twice a Year													
County Council Person and At Large Members	5/23	3/24											3/19/24
Meetings as Needed													
Apartments	4/21												
Comcast/Verizon	3/21												
Greenbelt Office Parks													
Greenbelt Watershed Groups	10/19												
Hotels	8/23												
PEPCO	2/22	9/23											
WSSC	2/22	6/23	10/23										
Washington Gas	8/23												
Prince George’s Economic Development Corp.	11/21												
Prince George’s Planning Board	10/19												
Roosevelt Center Owner	8/20												
University of Maryland	4/15												
WMATA/PGDPW&T (Semi-Annual)	5/22												
Newly Elected/Appointed Officials (Presentation of a Council Regular Meeting)													
County Executive													
School Board CEO	1/24												1/17/24
State’s Attorney	1/23												

City Council Agenda Item Report

Meeting Date: May 13, 2024
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section: OTHER BUSINESS 60 minutes (8:45 - 9:45 pm)

Subject:
Resignation from Advisory Board/Committee/Commission

Suggested Action:
Reference: Email - J. Hamlin - 04/16/2024
Email - B. Townsend - 04/29/2024

Josh Hamlin have submitted his resignation from the Reparations Commission and Ethel Dutky have submitted her resignation from the Advisory Committee on Trees.

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

Attachments:

City Council Agenda Item Report

Meeting Date: May 13, 2024
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section: OTHER BUSINESS 60 minutes (8:45 - 9:45 pm)

Subject:
Reappointment to Advisory Board/Committee

Suggested Action:
Reference: Reappointment Survey

Iona King indicated her willingness to continue to serve on the Senior Citizens Advisory Committee.

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

Attachments:

Agenda Item No: *23.

City Council Agenda Item Report

Meeting Date: May 13, 2024
Submitted by: Shaniya Lashley-Mullen
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section: OTHER BUSINESS 60 minutes (8:45 - 9:45 pm)

Subject:

Approval of Letter to District Delegates and the Maryland Insurance Administration Expressing Concern Over Unsustainable and Unjustifiable Increases in Homeowner Insurance Rates

Suggested Action:

Reference: Letter, A. Washington and K. Birrane, 05/10/24

Enclosed in the Council packet is a draft letter. Approval of this item on the consent agenda indicates Council's approval for staff to send the letter.

Attachments:

2024.05.10_Letter to District Delegates and the Maryland Insurance Administration.pdf

GREENBELT CITY COUNCIL
Emmett V. Jordan, ***Mayor***
Kristen L.K. Weaver, ***Mayor Pro Tem***
Amy Knesel
Danielle McKinney
Jenni Pompi
Silke I. Pope
Rodney M. Roberts

THE CITY OF GREENBELT
A NATIONAL HISTORIC LANDMARK

May 10, 2024

Senator Alonzo T. Washington
James Senate Office Building, Room 314
11 Bladen St.
Annapolis, MD 21401

Kathleen A. Birrane, Commissioner
Maryland Insurance Administration
200 St. Paul Place, Suite 2700
Baltimore, MD 21202

Dear Senator Washington and Commissioner Birrane,

We are writing to express deep concern over the significant increases in home insurance premiums in Maryland. Inspired by discussions among local leaders and residents facing steep rate hikes, it is evident that this issue requires immediate attention and action.

Recent community dialogue with our Homeowner's Associations highlights the urgency of examining the sharp insurance premium increases that disproportionately affect middle-income families and those on fixed incomes. Notably, condo insurance has seen dramatic hikes, impacting affordability and financial stability in our community.

In 2023, US homeowners insurance rates significantly increased, with a national average rise of 11.3%. Maryland experienced a two-year cumulative rate increase of 14.1% for 2022-2023 and a six-year cumulative increase of 32.1% from 2018 to 2023, as per data from S&P Global. For more detailed insights, you can view the full report on S&P Global's website here.

Given the critical nature of this issue, we hope you will consider advocating for legislative action that addresses these concerns and helps protect Maryland residents from unsustainable financial pressures. Additionally, it is imperative that the Maryland Insurance Administration exercises its regulatory oversight to scrutinize these rate increases thoroughly, ensuring they are justified and align with state regulations. We urge the MIA to utilize its authority to protect consumers, facilitate transparency from insurance providers, and ensure that increases are based strictly on legitimate needs rather than profit motives.

A NATIONAL HISTORIC LANDMARK

GREENBELT CITY COUNCIL
Emmett V. Jordan, ***Mayor***
Kristen L.K. Weaver, ***Mayor Pro Tem***
Amy Knesel
Danielle McKinney
Jenni Pompi
Silke I. Pope
Rodney M. Roberts

Thank you for your attention to this pressing issue. We look forward to your response and to seeing effective action taken to address these challenges.

Sincerely,

Emmett V. Jordan
Mayor

Kristen L. K. Weaver
Mayor Pro Tem

Amy Knesel
Council Member

Danielle McKinney
Council Member

Jenni Pompi
Council Member

Silke Pope
Council Member

Rodney Roberts
Council Member

cc: The Honorable Senator Alonzo Washington
The Honorable Delegate Anne Healy
The Honorable Delegate Ashanti Martinez
The Honorable Delegate Nicole Williams
Greenbelt City Council
Josué Salmerón, City Manager

Agenda Item No: *24.

City Council Agenda Item Report

Meeting Date: May 13, 2024
Submitted by: Terri Hruby
Submitting Department: Planning
Item Type: ORGANIZATION
Agenda Section: OTHER BUSINESS 60 minutes (8:45 - 9:45 pm)

Subject:
Award of Contract – Parcel 84 Boundary Survey and Legal Description

Suggested Action:

Reference: Cost Proposal

The Title Attorney assisting the City with the purchase of Parcel 84 has informed the City that a boundary survey and legal description of the parcel is needed for the City to purchase the property. Per the terms of the purchase contract, the buyer is responsible for having a survey completed. Charles P. John and Associates, one of the City's on-call engineers, has submitted a proposal to complete the survey work and legal description at a lump sum cost of $23,800. The proposal is based on competitive pricing per the terms of the City approved contract. Funding for this work will come from the Greenbelt West Infrastructure Fund.

Staff recommends City Council approve contracting with Charles P. Johnson and Associates to complete a boundary survey and legal description of Parcel 84 at a lump sum cost of $23,800.

Attachments:
Final Proposal CPJ Survey Parcel 84 5.1.24.pdf

Charles P. Johnson & Associates, Inc.
Civil and Environmental Engineers • Planners • Landscape Architects • Surveyors
1751 Elton Rd., Ste. 300 Silver Spring, MD 20903 301-434-7000 Fax: 301-434-9394
www.cpja.com • Silver Spring, MD • Gaithersburg, MD • Annapolis, MD • Greenbelt, MD • Frederick, MD • Fairfax, VA

April 30, 2024

City of Greenbelt
25 Crescent Road
Department of Planning and Community Development
Greenbelt, MD 20770

Attention: Ms. Terri Hruby
CC:

RE: Greenbelt Tax Parcel 84
Tax Map 26 Grid A3
Approximately 22 acres
Cherrywood Lane & Greenbelt Station Parkway
Greenbelt 20770
Prince George's County, Maryland

Dear Ms. Hruby,

We appreciate the opportunity to present our proposal to provide professional services for the referenced project.

Our proposal is based on the following conditions:

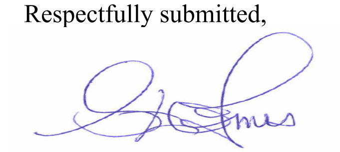
1) It is the clients responsibility to provide all recorded and or proposed easement/rights of way documents, covenants and restrictions to Charles P. Johnson & Associates, Inc. at no cost. If necessary a fee for the review of said documents will be quoted upon receipt. CPJA will not be responsible for any conflicts that arise from documents that are not provided.

Task		Fee
060	Field survey for and determination of the boundaries of the property. Fee includes preparation of a metes and bounds description and an Exhibit depicting the results of the Survey. Fee expressly excludes setting any temporary/permanent markers/monuments at the corners of the property. Project Manager: 8.0 hrs @ $175 = $1,400.00 Prof. Surveyor: 24.0 hrs @ $150 = $3,600.00 Surveyor: 72.0 hrs @ $125 = $9,000.00 Survey Crew: 56.0 hrs @ $175 = $9,800.00	$23,800.00 (Lump Sum)

Task	Fee
Total = $23,800.00	

Thank you for affording us the opportunity to present this proposal. We look forward to participating in this project and should further information be necessary, please contact us.

Respectfully submitted,



Steven Jones
Division Manager

Enclosure

WE HEREBY AUTHORIZE CHARLES P. JOHNSON & ASSOCIATES, INC., TO PROCEED IN ACCORDANCE WITH THE ABOVE PROPOSAL.

Organization: ______________________ **Date:** ______________________

By: ______________________ **Title:** ______________________

Agenda Item No: *25.

City Council Agenda Item Report

Meeting Date: May 13, 2024
Submitted by: Brian Kim
Submitting Department: Public Works
Item Type: ORGANIZATION
Agenda Section: OTHER BUSINESS 60 minutes (8:45 - 9:45 pm)

Subject:
GAFC Structural Remediation Project - Outdoor Equipment Room Change Order

Suggested Action:

Reference:
Memorandum, B. Kim, 05/06/2024
Proposal: Next Day Concrete Change Order

In 2023, Council approved staff to proceed with the structural remediation of the main equipment room servicing the outdoor pool.

During the project, the engineer of record suggested additional works be done in the secondary (smaller) equipment room to alleviate water drainage issues.The scope of work included the addition of a sloped slab on grade and installation sump pump and associated piping.

Additional work will address residual run-off water originating from the upper deck and assist with preserving the structural integrity for years to come.

Staff is recommending Council's authorization for the City Manager to execute the attached contract with Next Day Concrete and Masonry, totaling $14,850.00.

Attachments:
24.05.06_Memo_Approval_GAFC_Outdoor_Structural_Remediation_CO.pdf
Next_Day_Concrete_Change_Order.pdf

CITY OF GREENBELT
DEPARTMENT OF PUBLIC WORKS
555 CRESECENT ROAD, GREENBELT, MD 20770 **MEMORANDUM**

Date: 06-May-2023

To: Mr. Josué Salmerón, City Manager

From: Brian Kim, Assistant Director of Public Works - Operations

Re: GAFC Structural Remediation Project

SUBJ.: Council Approval of Additional Work - Next Day Concrete

In calendar year 2023, Council approved staff to proceed with the structural remediation of the main equipment room servicing the outdoor pool. During the project, the engineer of record suggested additional works be done in the secondary/smaller equipment room to alleviate water drainage issues. The scope of work included the addition of a sloped slab on grade and installation sump pump and associated piping. Additional work will address residual run-off water originating from the upper deck and assist with preserving the structural integrity for years to come.

We are seeking Council's authorization for the City Manager to execute the attached contract with Next Day Concrete and Masonry, totaling $14,850.00.

Attached: *< Next_Day_Concrete_Change_Order>*

6910 96th Ave Lanham MD 20706
MHIC License #130887
Ask for: Williams   Roque
Contact Info: Phone # (301) 537-3263
Email: nextdayconcrete@yahoo.com
www.nextdayconcrete.net-

invoice for concrete work April 27,2024
Address:101 centerway greenbelt
Unique Entity ID#PY1LUCK5N539
Invoice for

- Concrete sawed the existing concrete slab 12' away from the wall where it gets humid.
- Installing a drainage channel on the side of the wall where it gets humid and having a slope going towards the sump pump we installed.

- A sump pump was installed in the corner so it collects water that comes from the wall and is connected to an existing pipe (using pvc pipe) supported with hangers and an exit to dump all the water.
(pipe installation was done by NextDayConcrete)

-installed concrete slab on top of the existing concrete slab . (Approximately 22 ft x 16ft)

-Concrete is 4,000 psi reinforced with wire mesh. And trowel down for a smooth surface.

Grand total Due =$14,850.00

Agenda Item No: *26.

City Council Agenda Item Report

Meeting Date: May 13, 2024
Submitted by: Tim George
Submitting Department: Administration
Item Type: OTHER BUSINESS
Agenda Section: OTHER BUSINESS 60 minutes (8:45 - 9:45 pm)

Subject:
ARPA Non-Profit Grants

Suggested Action:

Reference: Memorandum, T. George, 05/10/2024

A panel of staff members, which includes the City Manager, Assistant City Manager, CARES Director, Planning Director, and DEI Officer, has reviewed and approved the ARPA grant awards listed in the memorandum. The funding for these awards is within the Council's previously approved allocations. A memorandum is included in the Council packet to provide transparency for the grant recipient funding and clarity for the awards.

By approving this item on the consent agenda, Council will be indicating their approval of the review team's recommendation to award $25,000 in ARPA Non-profit Grant funding.

Attachments:
ARPA Grant Funding Memo May 13 Council Meeting v2.pdf

CITY OF GREENBELT, MARYLAND

OFFICE OF THE CITY MANAGER

25 CRESCENT ROAD, GREENBELT, MD. 20770

MEMORANDUM

To: City Council
From: Tim George via Josué Salmerón
Date: May 10, 2024
RE: ARPA – Non-profit Grant Recipient Awards

A staff review panel consisting of the City Manager, Assistant City Manager, CARES Director, Planning Director and DEI Officer has reviewed and approved the following ARPA grant awards. The funding in these awards is within the previously approved allocations from Council. This memo is intended to provide clarity for the awards and transparency for the grant recipient funding.

Workforce Development - $13,000

Coding and AI Summer Class:

To offer a Coding and AI summer class for middle school students at the Springhill Lake Recreation Center as part of the Education and Workforce Development Program. The Program will be offered by BCAUSEICAN STEM Education | BCAUSEICAN | Greenbelt, MD. BCAUSEICAN currently offers programs in partnership with Greenbelt Middle School. This program will continue this education during the summer for middle school students. The STEM class will focus on Chat GPT and Scratch.

Non-profit Grants

GATE:

Purpose: Greenbelt Access TV is requesting a $25,000 grant to be allocated towards stabilizing GATE operations so that we can securely cover the cost of rent and other overhead bills, as well as payroll for our instructors. We believe these particular operational costs are the most crucial as we continue to expand our educational offerings to benefit the community.

Brief program/project description: Our educational program consists of in-depth videography, editing, production, digital 2d animation, and stop-motion animation classes. These are classes and workshops provided through GATE's studio as well as through our partnerships with the Greenbelt Recreation Department and Greenbelt Cinema. We have an array of high-quality sound and video equipment, a studio for sound / video recording, as well as a state-of-the-art computer lab for animation and editing, all to ensure that our guests can have the proper technology to keep up with their respective visions and capabilities. Our current project is to expand on our educational program by partnering with other nearby organizations and schools in order to provide education in media arts to more people in the Greenbelt / surrounding area.

Estimate of Greenbelt Residents Being Served: The GATE program will serve approximately 140 participants.

Review Team Recommendation: Approve $25,000 in ARPA Non-profit Grant funding

Greenbelt Cinema

Purpose: We greatly appreciate the flexibility to also use funds to help support essential operation expenses such as staff time, rent for our second space, and marketing efforts, as these categories are often not supported by grant funds. This support will help us to continue to provide these valuable services to our community, even as we continue to emerge from the COVID-19 pandemic

Brief program/project description: We have been able to secure funds through grants, sponsorships and private donations to support our programming, but these funds are not able to be used towards operational expenses such as rent, payroll and marketing costs. This grant will help us cover this budget shortfall so that we may continue to focus on the great resources we provide to the community

Estimate of Greenbelt Residents Being Served: 45,000/year in total, 35,000 are estimated to be Greenbelt residents.

Review Team Recommendation: Approve $25,000 in ARPA Non-profit Grant funding

New Deal Café

Purpose: In March 2020, the New Deal Cafe (NDC) was forced to close due to COVID-19 for 14 months. During the period of closure, income from sales dropped to zero, and NDC was only bringing in donations, COVID loans and grants to cover costs related to maintaining the space, such as rent, utilities, insurance and other expense in anticipation of a future reopening. The financial impact was severe, including quarterly debts (e.g., -$3,006 in Q3, 2020). Beginning July 1, 2021, the Greenbelt Consumer Cooperative (GCC) (aka "The Co-op") contracted to provide food and beverage operations. The agreement included a profit-sharing component. Contrary to expectations, revenues (sales) did not restore to prior levels due to COVID customer hesitancy and other factors related to the startup of services, such as COVID-related supply chain shortages. Expenditures, however, were fully restored. To this day, due to lack of income, the food vendor has been unable to provide a share of the income.

Brief program/project description: As noted above, the NDC's Music Program ("Music Across Greenbelt"), seeks to not only attract retail business to the NDC, and support local musicians, but (most importantly) to create a shared community among the residents of Greenbelt. The NDC offers live music at least 6 nights per week, including local established bands as well as multiple evenings of open mic night opportunities. As noted elsewhere in this grant application, the music program of the NDC not only serves to enhance arts and culture in Greenbelt, but also fosters Aging in Place (AIP) via creating social support and socialization for an older adult population (aged 60+).

Estimate of Greenbelt Residents Being Served: The New Deal Café music program will serve approximately 5,500 patrons/month. While specific data is not available, the majority of the patrons are known to be Greenbelt residents.

Review Team Recommendation: Approve $25,000 in ARPA Non-profit Grant funding

Playtime Project

Purpose: Playtime Project was impacted by COVID-19 in several ways, including staffing issues (turnover and discomfort serving children indoors), loss of site partner locations due to program closures, and the sudden need to find funding sources for Prince George's County as our site locations shifted. Funds will be used to help pay our two-program staff serving our Greenbelt program location, and fund program supplies necessary for our weekly Playtime program at the Beltway Plaza Mall until an alternate location can be secured. Once we find a better location near Franklin Park Apartments, we plan to double our dosage to twice weekly.

Brief program/project description: Our organization seeks support from this grant for our Playtime program at the Beltway Plaza Mall that has served more than 100 children in the Franklin Park community in its first year alone. Our dedicated staff, interns, and volunteers serve children from toddlers through preteens each Wednesday evening from 6-7:30 p.m. Each week, we set up tables in our corner of the mall with play-based curriculum activities aligned with our three domains and we set up corners for children to engage in free play that we know is so critical to healthy child development. For example, toddlers are invited to play soccer or play with a small indoor basketball hoop, explore gross motor skills with an obstacle course or jump rope and hoola hoop...all in our little corner of the mall! Due to our visibility, we attract a lot of passersby who ask about us and complement our accessibility to the community.

Estimate of Greenbelt Residents Being Served: The Playtime Project program will serve approximately 100 participants, 75 participants are Greenbelt residents.

Review Team Recommendation: Approve $25,000 in ARPA Non-profit Grant funding