



## **CITY COUNCIL AGENDA**

**Municipal Building  
Council Chambers  
25 Crescent Road  
Tuesday, April 23, 2019  
8:00 PM**

### **I. ORGANIZATION**

1. Call to Order
2. Roll Call
3. Meditation and Pledge of Allegiance to the Flag
4. Consent Agenda - Approval of Staff Recommendations  
Suggested Action: (Items on the Consent Agenda [marked by \*] will be approved, subject to removal from the Consent Agenda by Council.)
5. Approval of Agenda and Additions

### **II. COMMUNICATIONS**

6. Presentations
  - 6a. Higher Achievement Presentation  
Suggested Action:  
Higher Achievement is launching a program at Greenbelt Middle School this summer. Thalia Washington, Executive Director; Tallulah Anderson, Manager of Community Outreach and Tiara Shelton, Greenbelt Middle School Center Director, will be present at the meeting to make this presentation.  
[Higher Achievement - Greenbelt City Council - April 2019.pdf](#)
  - 6b. Greenbelt Middle School Debate Team  
Suggested Action:  
The Greenbelt Middle School Debate Team won the Washington Urban Debate League Winter Classic Tournament held at the Alice Deal Middle School in Washington, D.C., on

January 19. Coaches and members of the team have been invited to attend tonight's meeting.

6c. Older Americans Month Proclamation

Suggested Action:

May is Older Americans Month, the theme this year is "Connect, Create, and Contribute". Therapeutic Recreation Supervisor Rebekah Sutfin and President of the Greenbelt Golden Age Club Marti Galvin, will be present to receive the proclamation on behalf of the Golden Age Club, the Greenbelt Assistance in Living Program (GAIL), the Senior Citizens Advisory Committee and all older Americans of the City.

[Older Americans Month19.pdf](#)

6d. National Poetry Month

7. Public Hearing

Suggested Action:

On March 25, 2019, the City Manager presented the proposed budget for Fiscal Year 2020 to the City Council. Since then, Council has held four work sessions to review the budget and has another five work sessions scheduled through April and May.

The budget is scheduled to be adopted at the regular City Council meeting on June 3, 2019. The City Code requires that a public hearing be held on the budget prior to its adoption. Tonight's public hearing is the first of two that have been scheduled. The second public hearing will be held on Tuesday, May 28, after the budget work sessions are completed.

It is recommended that the regular meeting be recessed for the purpose of conducting a public hearing on the proposed FY 2020 Budget. The meeting should be reconvened following the hearing. No motion is required to begin or end the public hearing.

8. Petitions and Requests

Suggested Action: (Petitions received at the meeting will not be acted upon by the City Council at this meeting unless Council waives its Standing Rules.)

9. Minutes of Council Meetings

9a. Statement for the Record

Suggested Action:

Reference: Statement of Record, 04/15/2019

Statement for the Record - Closed Session, April 15, 2019: The following motion is needed: In accordance with the General Provisions Article, Section 3-305(b)(7) of the Annotated Code of Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council met in closed session on Monday, April 15, 2019, at 7:02 p.m. in the Library of the Municipal Building. Council held this closed meeting to consult with legal counsel regarding Prince George's County School Board.

The motion was seconded by Ms. Pope.

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

\*Note: The following council members arrived after the vote: Mr. Putens arrived at 7:18 pm and Mr. Roberts arrived at 7:22 pm.

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

Council took no actions during this session.

[Statement of Record, 04/15/2019.pdf](#)

- 9b. Statement for the Record  
Suggested Action:  
Reference: Statement of Record, 04/17/2019

Statement for the Record - Closed Session, April 17, 2019: The following motion is needed: In accordance with the General Provisions Article, Section 3-305(b)(7) of the Annotated Code of Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council reconvene the Monday, April 15, 2019, closed session on Wednesday, April 17, 2019, at 7:07 p.m. in the Terrace Room of the Greenbriar Community Center. Council held this closed meeting to consult with legal counsel regarding Prince George's County School Board.

The motion was seconded by Ms. Pope.

Vote to close session:

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

\*Note: The following council members arrived after the vote: Ms. Mach arrived at 7:09 and Mr. Roberts arrived at 7:20 pm.

The following staff members were in attendance: City Manager Nicole Ard, City Solicitor Todd Pounds, Public Information and Communications Coordinator Beverly Palau and City Clerk Bonita Anderson.

Council took no actions during this session.

[Statement of Record, 04/17/2019.pdf](#)

## 10. Administrative Reports

### \* 11. Committee Reports

#### \*11a. Public Safety Advisory Committee (PSAC) Report #2019-01 (Vagrancy and Loitering Issues Within the City)

Suggested Action: It is recommended Council accept this report.

[PSAC Vagrancy and Loitering Issues Within the City\\_Report 2019-01.pdf](#)

#### \*11b. Public Safety Advisory Committee (PSAC) Report #2019-02 (Emergency Siren Referral)

Suggested Action: It is recommended Council accept this report.

[PSAC Emergency Siren Referral\\_Report 2019-02.pdf](#)

#### \*11c. Advisory Planning Board (APB) Report #2019-04 (Complete and Green Streets Draft Policy)

Suggested Action: It is recommended Council accept this report.

[APB Complete and Green Streets Draft Policy Report.pdf](#)

## III. LEGISLATION

### 12. A Resolution to Authorize the Negotiated Purchase of Police Service Weapons - 2nd Reading

Suggested Action:

Reference:

Resolution

Gun Replacement Memo

Duty Replacement Pistol Proposal

Atlantic Tactical Quote

Firing Line Update

Maryland Small Arms

The Police Department is in the process of replacing the duty weapons carried by officers. Based on the included recommendation from Captain Sagan, Lieutenant White obtained proposals from three separate vendors. Each vendor provided pricing for replacement of all duty weapons and compatible holsters needed for carry. Below is a table with the purchase options based on the quotes received:

| Vendor:           | Handguns:   | Holsters:  | Sub-total:  |
|-------------------|-------------|------------|-------------|
| Atlantic Tactical | \$33,645.00 | \$5,388.60 | \$39,033.60 |
| Firing Line, LLC. | \$31,875.00 | \$5,572.00 | \$37,447.00 |
| MD Small Arms     | \$48,750.00 | \$6,735.75 | \$55,485.75 |

It is recommended to purchase the replacement weapons and gear from Atlantic Tactical. While Firing Line, LLC. has a slightly lower price, Atlantic Tactical is a large regional dealer with a demonstrated history of superior customer support. Atlantic Tactical offers the pricing and service to the Police Department under Prince George's County contract # C17-086.

The FY 2019 Replacement Fund includes \$32,000 for replacement handguns. There are sufficient funds in the fund balance to cover the additional cost.

Ms. Mach introduced this resolution on April 8. It is recommended this resolution be introduced for second reading and adoption tonight.

[Resolution.pdf](#)  
[Gun Replacement Memo.pdf](#)  
[Duty Pistol Replacement Proposal.pdf](#)  
[Atlantic Tactical Quote.pdf](#)  
[Firing Line Update.pdf](#)  
[Maryland Small Arms.pdf](#)

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

13. Indigenous People's Day  
Suggested Action: The motion would be to have the city council proclaim the second Monday of October as Indigenous People's Day.
14. 2020 Census -- Get Counted Greenbelt  
Suggested Action:  
Mr. Byrd requested that this item be included on the agenda. The motion would be to call the city's pending (census) outreach campaign to boost participation in the 2020 census "Get Counted Greenbelt."
15. Participation in State Mosquito Control Program  
Suggested Action:  
Reference:

Memorandum, B. Townsend, 04/16/2019  
Green ACES Recommendation, 02/28/2018  
Application Letter, Maryland Department of Agriculture, 02/15/2019

At the September 25, 2017, Council met and discussed the possibility of entering into the Maryland Department of Agriculture's (MDA) Adult Mosquito Surveillance Program. At the time three neighboring municipalities had mosquitoes test positive for West Nile Virus. Since this is a public health issue the council voted in favor of applying to MDA Adult Mosquito Surveillance Program waiting list.

This decision carried a four part motion:

1. Public education – Staff has placed downloadable easy to read information on the City web site entitled "Protecting Your Home Against Mosquitoes", "Tips to Rid Your Community of Mosquito Breeding Sites", and "West Nile Prevention". Staff has handed out informational brochures and informational coloring books in English and Spanish at public events throughout the year.
2. Waiting list– Staff has contacted MDA and got on the waiting list in October of 2017. The status now has changed and MDA needs an application to start program if decided by council. (See attached MDA Application Letter 2019 )
3. Referral to Green ACES– (See attached Green ACES recommendation 2018-1)

4. Cost– The estimated cost is around \$3,000 - \$5,000.

MDA currently has an opening for the Adult Mosquito Surveillance Program. The application and letter describing the program is attached with this letter. This program is on a first come basis first serve basis and the application must be received by May 3.

There are three options to be considered:

1. Complete current application and opt into the Adult Mosquito Surveillance Program using monitoring, testing for West Nile and spraying if threshold counts are met to reduce the adult population of mosquitos. The cost of this program is estimated to be \$4,200.
2. Enter into pilot program using monitoring, testing for West Nile Virus. Spraying would occur in a  $\frac{3}{4}$  mile radius if there is a positive test results. Cost of this program is estimated to be around \$5,000.
3. Drop off MDA waiting list and opt out of all future programs.

If the City opts into the adult surveillance spraying program spraying would accrue in the late evening hours on scheduled weeknights. If the weather conditions are not favorable or too many people are outside, spraying will not be conducted. The product that would be used is Permethrin a synthetic insecticide. This product has a low toxicity to mammals and birds and a quick knockdown of mosquitos. It would be sprayed out of a truck-mounted ultra low volume sprayer and drifts up to 300 feet with prevailing winds. The rate that is used is 2/3 of a fluid ounce per acre. Permethrin is not persistent in the environment.

With the concerns of non-target spraying MDA has agreed to start a non-advertised pilot program with the City with a contingency of adequate staffing. This pilot program will consist of place three traps, monitoring mosquitos, and testing for West Nile Virus on a two week cycle. Trapping would begin the week of May 27th and end the week of Sept 16th. The pilot program will only spray if there is a positive test for West Nile Virus. MDA would spray a  $\frac{3}{4}$  mile radius around any positive test area with no exceptions. The City would be responsible for labor costs, vehicle mileage, testing and possible spraying with this pilot program which is estimated to be cost around \$5,000. This program was requested by Public Works, it is not a program being utilized anywhere else in the state.

Recommendation:

Testing the adult mosquito for West Nile virus, Zika and several other mosquito-borne diseases is very important. These diseases are endemic in Maryland and are transmitted through the bite of a mosquito. Since the Asian tiger mosquito has become a major problem in the area, MDA is willing to talk to the community, distribute information about mosquitos and how to reduce backyard breeding of this annoying pest.

Staff recommends to at least enter into the pilot program with MDA to establish if there is a problem with West Nile Virus in the City. The department also believes it is important to hear from the community regarding mosquito complaints and control. The community may have a different opinion and may request the City enter into the Adult Mosquito Surveillance Program.

[Memorandum, B. Townsend, 04/16/2019.pdf](#)

[Green ACES Recommendation, 02/28/2018.pdf](#)

[Application Letter, Maryland Department of Agriculture, 02/15/2019.pdf](#)

16. Council Reports

17. Council Activities

- \*18. Draft Letter to Congressional Delegation on Deferred Enforced Departure Immigration Issue  
Suggested Action:  
Reference: Draft Letter

At the April 8 Council meeting, Council member Byrd request that the Council send a letter to the Congressional Delegation on deferred enforcement departure immigration issue. Council discussed this and there was a consensus that Mr. Byrd drafts a letter to be on the April 23 consent agenda.

[Draft Letter, 04222019.pdf](#)

- \*19. \*Complus Data Innovations Parking Ticket Management System Agreement  
Suggested Action:  
Reference:  
Parking Ticket Management System Agreement  
Current Contract Proposal  
2013 Contract

The City has been using Complus Data Innovations (Complus) as our Parking Citation vendor for over 12 years. They supply us with the handheld ticket writers, computer and program to track citations, track cars that have been booted, allow and manage for online parking citation payments, flagging of registrations through the Motor Vehicle Administration (MVA), and send out past due notices on our unpaid traffic citations. Through the years, the City has developed a good working relationship with Complus and staff recommends we continue this relationship in renewing the proposed contract. The terms of the old and new contracts are essentially the same with the exception of upgraded technology.

[Parking Ticket Management System Agreement.pdf](#)

[Current Contract Proposal.pdf](#)

[2013 Contract](#)

## V. MEETINGS

### Meetings

Suggested Action: Reconvene April 17 Closed Session:

To reconvene the Closed Session the following motion is needed: I move that Council go into Closed Session in accordance with the General Provisions Article 3-305(b)(7) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland, to consult with legal counsel regarding Prince George's County School Board.

[Meetings](#)

### Stakeholders

[Stakeholder Schedule.pdf](#)

## City Council Agenda Item Report

Meeting Date: April 23, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Presentations

Agenda Section:

---

**Subject:**

Presentations

**Suggested Action:**

**Attachments:**

## City Council Agenda Item Report

Meeting Date: April 23, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Presentations

Agenda Section:

---

### **Subject:**

Higher Achievement Presentation

### **Suggested Action:**

Higher Achievement is launching a program at Greenbelt Middle School this summer. Thalia Washington, Executive Director; Tallulah Anderson, Manager of Community Outreach and Tiara Shelton, Greenbelt Middle School Center Director, will be present at the meeting to make this presentation.

### **Attachments:**

[Higher Achievement - Greenbelt City Council - April 2019.pdf](#)



# Higher Achievement

Presentation to the Greenbelt City Council  
April 22, 2019



**Mission Moment:**  
**Thalia Washington, Executive Director**

## Staff Introductions



**Tiara Shelton,  
Greenbelt Center Director**

**Tallulah Anderson,  
Manager of Community  
Outreach**



Talent is  
everywhere,  
**but opportunity**  
is not

## A Focus on Middle School

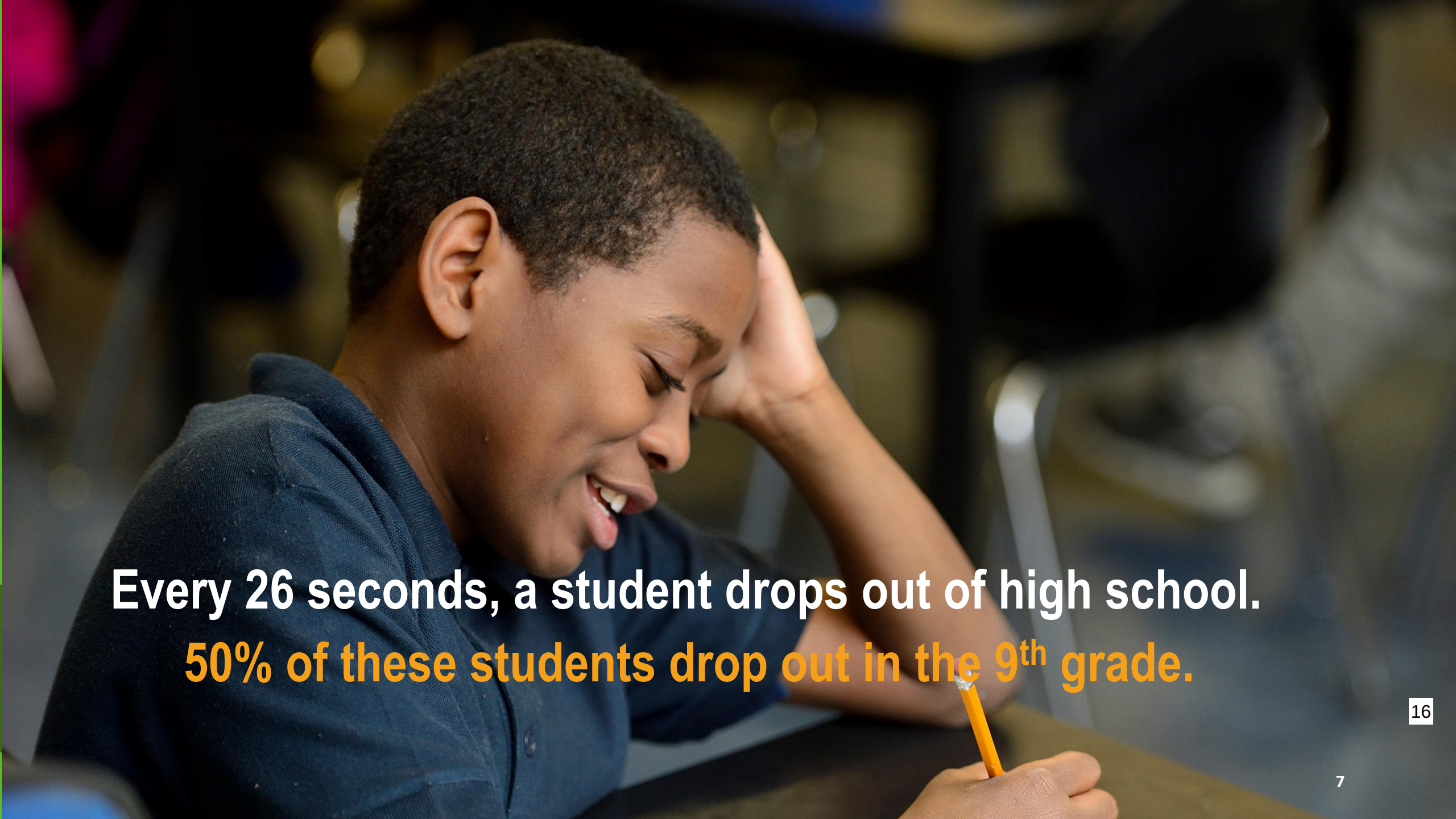
Higher Achievement works in underserved communities to equip middle school scholars with the **confidence** and **skills** to become engaged citizens and succeed in high school, college, and life.



## OUR VISION



Higher Achievement envisions a world where all students' potential and promise are realized, **regardless of circumstances.**

A young Black male student is shown in profile, sitting at a desk in a classroom. He has a pained or frustrated expression, with his head resting on his hand and his eyes closed. He is holding a yellow pencil in his other hand. The background is blurred, showing other students and classroom furniture.

**Every 26 seconds, a student drops out of high school.**  
**50% of these students drop out in the 9<sup>th</sup> grade.**

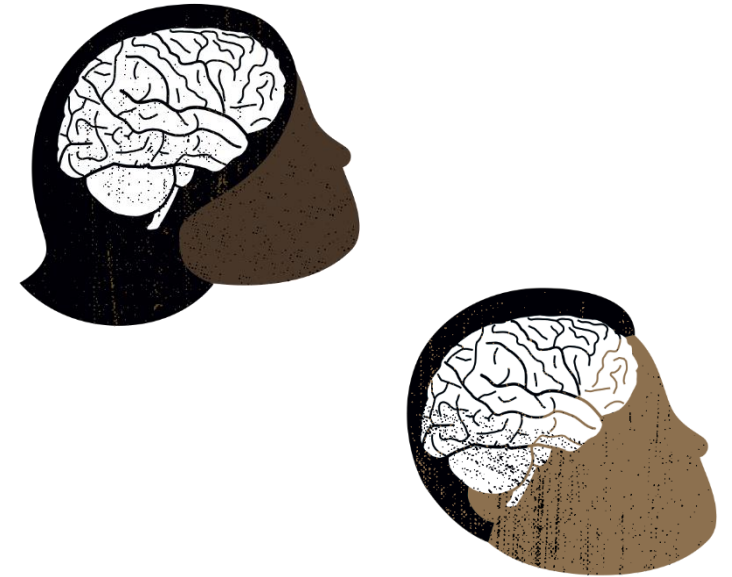


That makes middle school the last best chance to get on track to college.

# Why Middle School MATTERS

Second only to infancy, middle school is a person's most intensive period of brain development. Around age 12...

- Key **neurological transitions** occur
  - Critical thinking, judgment, and self-control are all building
- Students start taking **greater risks**, and more heavily care about peer perception



# Why Middle School MATTERS

At the same time, middle school teachers have the highest turnover rates. These grades are often seen as the “grades of last resort.”

- Risk taking tendencies and developmental changes coupled with a lack of consistent adult support and limited opportunities can cause **grades and attendance to drop.**
- **Education and opportunity inequality** become increasingly apparent in middle school and can impact the path to college.



# We're closing the opportunity gap during the critical middle school years.

By leveraging the power of communities, Higher Achievement's proven model provides a **rigorous year-round learning environment, caring role models, and a culture of high expectations**, resulting in college-bound scholars with the character, confidence, and skills to succeed.

## Our Approach

Higher Achievement invests in **rigorous** academic support and strong **relationships** to build the skills linked to college success and persistence at the **right time**.

- Promote the mastery of academic skills. 63-64% of our scholars show improved grades in math and English Language Arts (ELA)
- Foster social-emotional skills. **Equal parts head and heart**, scholars learn to build and maintain positive relationships, make responsible decisions, and set positive goals

# 3-Part, Year-Round Program Model

- **Summer Academy:** 8am – 4pm, 6 weeks
  - Prep for the year ahead in 4 core courses
  - Career exposure Friday field trips
  - College tours
- **Afterschool Academy:** 4– 7:30pm, Oct – Jun
  - Homework coaching & dinner
  - Electives & curriculum-based mentoring
- **High School Placement:** Identify and assist in applying to best-fit, top-tier high schools



**Our scholars defy the odds.**

**95% of Higher Achievement scholars graduate high school **on time.****

# Who are our scholars?

- 500 middle school scholars in 7 Achievement Centers across the region
- Geographic footprint: DC Wards 1, 4, 5, 6, 7, 8, and Alexandria, VA
- Scholar population is 75% African American and 17% Latinx, reflecting communities we serve.
- Approximately 48% of Higher Achievement families have a household income of under \$25,000 and 24% of families have incomes between \$25,000 and \$40,000.
- 77% will be the first in their family to graduate college.

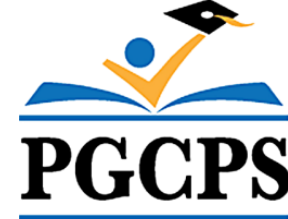




HIGHER  
ACHIEVEMENT

Prince George's County

# Our Expansion



**WELCOME TO OUR  
NEWEST HOME**

**PRINCE GEORGE'S COUNTY** ACHIEVEMENT CENTER



**We're Expanding!**  
**Greenbelt Middle School**



[www.higherachievement.org](http://www.higherachievement.org)

## Dr. Daria Valentine, Principal

### Demographics:

- 1,365 students enrolled (up from 1,320 last year)
- 48% African American, 33% Latinx, 8% White, 5% Asian
- 65% Qualify for Free and Reduced Meals (FARM)
- 11% English Language Learners, 14% Special Education



# Higher Achievement at Greenbelt Middle School (free program!)



## ■ Summer Academy (June 24 – July 31)

- Launching Summer 2019 with a 6-week Summer Academy
- 60 scholars, 6<sup>th</sup> & 7<sup>th</sup> grade, spring recruitment from feeder elementary schools
- Mon – Thurs 4 core courses + elective, Fridays fun college & career focused field trips
- Targeting high need students: FARM qualified, 1<sup>st</sup> gen college, academic support needed

## ■ Afterschool Academy (October – June)

- 60 scholars, 6<sup>th</sup> & 7<sup>th</sup> grade
- Mon & Tues 4:00-7:30pm: study hall, healthy dinner, recess, community meeting, academic mentoring in Math or English Language Arts (6:00-7:30pm)
- Thurs 4:00-6:00pm: study hall, healthy dinner, recess, themed seminar (ex STEM, cooking)



**HIGHER  
ACHIEVEMENT**

**Get Involved!**

# Host a Field Trip

## ■ Summer Friday Field Trips:

We are recruiting companies to host 20-25 students for a summer field trip. These are great opportunities to expose scholars to potential career paths and local workplaces and engage local businesses and employees in an exciting way. **Dates: June 28, July 12, July 19**

Confirmed already:

- NASA Goddard: STEM focused
- The Hotel @ UMCP: hospitality focused



# Volunteers Needed!

- **Volunteer mentoring** is a key component to Higher Achievement's award-winning program.
- Mentors work with a small group of students one day a week, two hours per night and teach lessons provided by Higher Achievement.
- Mentoring takes place during the school year (Oct – June). We are recruiting now!

**1** NIGHT  
PER WEEK

**2** HOURS  
PER NIGHT

**3** SCHOLARS

**You can make a difference.**

Join our team at [HigherAchievement.org/volunteer](https://HigherAchievement.org/volunteer).



# Save The Date!



## **June 24, 2019:**

- Summer Academy program launches at Greenbelt Middle School

## **June 24 or July 2, 2019:** (exact date to be confirmed soon!)

- Ribbon Cutting Event at Greenbelt Middle School

# Questions?



# Contact Us

**Thalia Washington, Executive Director, DC Metro** (Partnerships and Sponsorship)

twashington@higherachievement.org, 202-375-7712

**Tiara Shelton, Greenbelt Center Director** (Student participation and Volunteer Mentors)

tshelton@higherachievement.org, 202-375-7721

**Tallulah Anderson, Manager of Community Engagement** (Partnerships and Engagement)

tanderson@higherachievement.org, 240-350-2340

[higherachievement.org](https://www.higherachievement.org)

# Thank You!!!



## City Council Agenda Item Report

Meeting Date: April 23, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: COMMUNICATIONS

Agenda Section:

---

**Subject:**

Greenbelt Middle School Debate Team

**Suggested Action:**

The Greenbelt Middle School Debate Team won the Washington Urban Debate League Winter Classic Tournament held at the Alice Deal Middle School in Washington, D.C., on January 19. Coaches and members of the team have been invited to attend tonight's meeting.

**Attachments:**

## City Council Agenda Item Report

Meeting Date: April 23, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Proclamation

Agenda Section:

---

**Subject:**

Older Americans Month Proclamation

**Suggested Action:**

May is Older Americans Month, the theme this year is “Connect, Create, and Contribute”.

Therapeutic Recreation Supervisor Rebekah Sutfin and President of the Greenbelt Golden Age Club Marti Galvin, will be present to receive the proclamation on behalf of the Golden Age Club, the Greenbelt Assistance in Living Program (GAIL), the Senior Citizens Advisory Committee and all older Americans of the City.

**Attachments:**

[Older Americans Month19.pdf](#)

## **PROCLAMATION**

***WHEREAS, Greenbelt includes a growing number of older Americans who enrich our community through their diverse life experiences; and***

***WHEREAS, the theme this year for Older Americans Month is “Connect, Create, Contribute”; and***

***WHEREAS, Greenbelt is committed to strengthening our community by connecting with and supporting older adults, their families, and caregivers and acknowledging their many valuable contributions to society; and***

***WHEREAS, Greenbelt recognizes the importance of bringing together all generations and engaging in activities that promote physical, mental, and emotional well-being for the benefit of all; and***

***WHEREAS, Greenbelt continues to “Connect, Create, Contribute” with its commitment to all older residents through supportive of services and programs such as the Greenbelt Senior Citizens Advisory Committee, the Golden Age Club, the Green Ridge House and the Greenbelt Assistance in Living Program; and***

***WHEREAS, Greenbelt strives to enrich the lives of individuals of all ages by:***

- promoting home- and community-based services that support independent living;***
- involving older adults in community events and other activities; and***
- providing opportunities for older adults to work, volunteer, learn, lead, and mentor.***

***NOW, THEREFORE, I, Emmett V. Jordan, by the authority vested in me by the citizens and City Council of Greenbelt, do hereby proclaim May to be***

### **OLDER AMERICANS MONTH**

***in Greenbelt and urge every resident to take time during this month to recognize older adults and the people who serve them as essential and valuable members of our community..***

***IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Greenbelt, Maryland, to be affixed this 23<sup>th</sup> day of April 2019.***

***EMMETT V. JORDAN, Mayor***

***ATTEST: Bonita Anderson, City Clerk***

## City Council Agenda Item Report

Meeting Date: April 23, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Work Session Item

Agenda Section:

---

**Subject:**

National Poetry Month

**Suggested Action:**

**Attachments:**

## City Council Agenda Item Report

Meeting Date: April 23, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Public Hearing

Agenda Section:

---

### **Subject:**

Public Hearing

### **Suggested Action:**

On March 25, 2019, the City Manager presented the proposed budget for Fiscal Year 2020 to the City Council. Since then, Council has held four work sessions to review the budget and has another five work sessions scheduled through April and May.

The budget is scheduled to be adopted at the regular City Council meeting on June 3, 2019. The City Code requires that a public hearing be held on the budget prior to its adoption. Tonight's public hearing is the first of two that have been scheduled. The second public hearing will be held on Tuesday, May 28, after the budget work sessions are completed.

It is recommended that the regular meeting be recessed for the purpose of conducting a public hearing on the proposed FY 2020 Budget. The meeting should be reconvened following the hearing. No motion is required to begin or end the public hearing.

### **Attachments:**

## City Council Agenda Item Report

Meeting Date: April 23, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Meeting Minutes

Agenda Section:

---

### Subject:

Statement for the Record

### Suggested Action:

Reference: Statement of Record, 04/15/2019

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

In accordance with the General Provisions Article, Section 3-305(b)(7) of the Annotated Code of Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council met in closed session on Monday, April 15, 2019, at 7:02 p.m. in the Library of the Municipal Building. Council held this closed meeting to consult with legal counsel regarding Prince George's County School Board.

The motion was seconded by Ms. Pope.

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

\*Note: The following council members arrived after the vote: Mr. Putens arrived at 7:18 pm and Mr. Roberts arrived at 7:22 pm.

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

Council took no actions during this session.

### Attachments:

[Statement of Record, 04/15/2019.pdf](#)

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

Date: 4/15/19 Time: 7:02 Location: Library

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

Members voting to close meeting:

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

- 7:18 pm  
- 7:22 pm

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

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

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

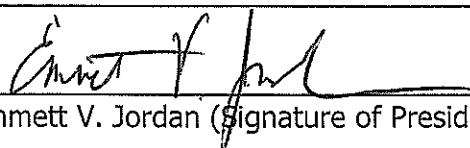
**FOR EACH CITATION CHECKED ABOVE, THE REASONS FOR CLOSING AND TOPICS TO BE DISCUSSED:**

§3-305(b) ( ) \_\_\_\_\_

§3-305(b) ( ) \_\_\_\_\_

§3-305(b) ( ) \_\_\_\_\_

This statement is made by

  
Emmett V. Jordan (Signature of Presiding Officer)

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

OFFICIALS ATTENDING CLOSED SESSION: [ ☒ ] BYRD; [ ☒ ] DAVIS; [ ☒ ] JORDAN;  
[ ☒ ] MACH; [ ☒ ] POPE; [ ☒ ] PUTENS; [ ☒ ] ROBERTS

7:18 pm

7:12 pm

STAFF/OTHERS PRESENT:

And, Pounds, Anderson

TOPICS DISCUSSED:

Legal action + letter to P. George's Co. Bd. of Educ.  
concerning school boundaries

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

TIME CLOSED SESSION ADJOURNED:

8:02 pm

PLACE OF CLOSED SESSION:

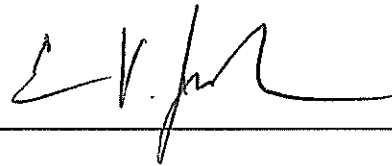
Library

PURPOSE OF CLOSED SESSION:

STATUTORY AUTHORITY FOR THE CLOSED SESSION: §3-305(b) ( ); ( ); ( )

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

SIGNATURE OF PRESIDING OFFICER:



Form Revised: 3/14/18

City Council Agenda Item Report

Meeting Date: April 23, 2019  
Submitted by: Bonita Anderson  
Submitting Department: Administration  
Item Type: Meeting Minutes  
Agenda Section:

**Subject:**  
Statement for the Record

**Suggested Action:**

Reference: Statement of Record, 04/17/2019

Statement for the Record - Closed Session, April 17, 2019: The following motion is needed:  
In accordance with the General Provisions Article, Section 3-305(b)(7) of the Annotated Code of Public General Laws of Maryland, I move that the minutes of tonight’s meeting reflect that Council reconvene the Monday, April 15, 2019, closed session on Wednesday, April 17, 2019, at 7:07 p.m. in the Terrace Room of the Greenbriar Community Center. Council held this closed meeting to consult with legal counsel regarding Prince George’s County School Board.

The motion was seconded by Ms. Pope.

Vote to close session:

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

\*Note: The following council members arrived after the vote: Ms. Mach arrived at 7:09 and Mr. Roberts arrived at 7:20 pm.

The following staff members were in attendance: City Manager Nicole Ard, City Solicitor Todd Pounds, Public Information and Communications Coordinator Beverly Palau and City Clerk Bonita Anderson.

Council took no actions during this session.

**Attachments:**  
[Statement of Record, 04/17/2019.pdf](#)

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

*Reconvene & Closed Session*

Date: 4/17/19 Time: 7:07 Location: Greenbriar Terrace Room

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

Members voting to close meeting:

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

*Arrived 7:09*

*Arrived 7:20*

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

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

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

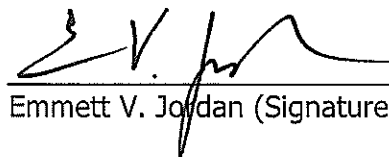
**FOR EACH CITATION CHECKED ABOVE, THE REASONS FOR CLOSING AND TOPICS TO BE DISCUSSED:**

§3-305(b) ( ) \_\_\_\_\_

§3-305(b) ( ) \_\_\_\_\_

§3-305(b) ( ) \_\_\_\_\_

This statement is made by



Emmett V. Jordan (Signature of Presiding Officer)

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

OFFICIALS ATTENDING CLOSED SESSION: [☒] BYRD; [☒] DAVIS; [☒] JORDAN;  
[☒] MACH; [☒] POPE; [☒] PUTENS; [☒] ROBERTS

STAFF/OTHERS PRESENT:

and, Pounds, Anderson, Palau

TOPICS DISCUSSED:

Previous issue from Mon. 4/15/19  
(legal action and letter to Prince George's County Board of Education.)

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

TIME CLOSED SESSION ADJOURNED: 7:35pm

PLACE OF CLOSED SESSION: Terrace Room Greenbriar Community Center

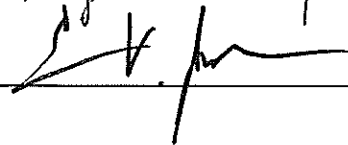
PURPOSE OF CLOSED SESSION: \_\_\_\_\_

STATUTORY AUTHORITY FOR THE CLOSED SESSION: §3-305(b) ( ); ( ); ( ) \_\_\_\_\_

MEMBERS WHO VOTED TO CLOSE: [☒] BYRD; [☒] DAVIS; [☒] JORDAN; [☒] MACH;  
[☒] POPE; [☒] PUTENS; [☒] ROBERTS (No)

Recess until Tues. after the Regular Mtg.

SIGNATURE OF PRESIDING OFFICER: \_\_\_\_\_



Form Revised: 3/14/18

## City Council Agenda Item Report

Meeting Date: April 23, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

---

**Subject:**

Public Safety Advisory Committee (PSAC) Report #2019-01 (Vagrancy and Loitering Issues Within the City)

**Suggested Action:**

It is recommended Council accept this report.

**Attachments:**

[PSAC Vagrancy and Loitering Issues Within the City\\_Report 2019-01.pdf](#)

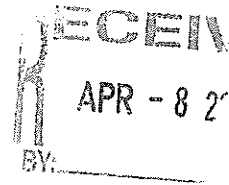
DATE: February 26, 2019

TO: Greenbelt City Council

CC: Nicole Ard, City Manager  
Acting Capt. Seung Lee, Greenbelt Police Department Liaison  
Mary Johnson, City Liaison

FROM: Public Safety Advisory Committee  
Dr. Laura Kressler, Chair

SUBJECT: Vagrancy and Loitering Issues Within the City



Vagrancy issues have progressively become a frequent topic of conversation, as well as an increasing management issue for the City, the Police Department and for businesses within the City in the last year or so. The Public Safety Advisory Committee has been following the various developments with interest and concern. The committee decided to take a look at the issue and determine if there were any recommendations they could make towards resolving or at least ameliorating some of the issues.

As the Council is more than aware, addressing vagrancy and its associated issues of homelessness and mental health disorders is both a complex and delicate matter with no easy solutions. It appears during the last year or so that the main complaints deal with persons sleeping in public areas overnight or even during the day and persons camping out with all their belongings in certain areas at all times of day. This happens currently at Roosevelt Center and has previously been an issue near the Municipal Building and the Community Center. The PSAC received specific complaints from the Roosevelt Merchants Association at their meeting on November 13, 2018.

The committee met with representatives from the Roosevelt Center Merchants Association including Caitlin McGrath, Sharon Natoli, and Lauren Cummings on behalf of Gretchen Schock, and discussed their experiences in dealing with vagrancy and loitering within Roosevelt. Ms. McGrath from the Old Greenbelt Theatre reported a number of problems, including one man who was sleeping on a bench in front of the Greenbelt Theatre and who eventually progressed to occupying two benches. At the time of our meeting, she reported that this man had been sleeping in Roosevelt Center for about a month. Ms. McGrath also reported that approximately 3-6 people

*cc Nick, Chanel, Todd, Terri*

loiter in Roosevelt Center every day. Some of these people apparently sleep in the woods, but some "roll up in a carpet" and sleep under the overhang at the Maker Space periodically. Ms. McGrath also reported that the Maker Space appears to have made an extension cord available in front of their business to allow people to charge their cell phones. Additionally, they have placed carpets or other materials out in front of the business for people to use to protect them from the cold ground. Ms. McGrath feels that these actions only serve to encourage more people to loiter in Roosevelt Center and to even sleep there at night.

Lauren Cummings presented the PSAC with a letter on behalf of Gretchen Schock from Bee Yoga Fusion (see Addendum). Ms. Schock reported that her clients have questioned why someone is allowed to erect "a camp" and sleep outside in the town center. Ms. Schock stated that her clients should feel safe attending classes at her business and that having individuals hidden under tarps outside the business door does not elicit that feeling. She also stated this is having a negative impact on tax-paying businesses and that Roosevelt Center businesses are being treated differently than businesses in privately owned developments such as Greenway Center and Beltway Plaza where she felt this behavior would not be tolerated.

The Public Safety Advisory Committee has been asked by the businesses to address this issue. After extensive discussion, the PSAC met with Theresa Smithson from Greenbelt CARES to learn more about vagrancy, loitering and homelessness issues during our October 2, 2018 meeting. She reinforced the facts that had been shared with the committee by PSAC members Matthew Inzeo, a Prince George's County Police Officer and Stan Zirkin, a retired lawyer. Individuals who are chronically loitering for the purpose of sleeping on public property or are simply hanging around all day cannot be removed simply because they are loitering or even because they happen to have a mental illness unless they are a danger to themselves or others or they have broken the law in some way such as being disorderly or openly using drugs or alcohol. Currently, the Maryland State laws do not make it easy to regulate loitering or vagrancy. Without a change to the State laws or at least City ordinances, there is no current "easy fix" for this issue and even with changes to laws and ordinances will remain a delicate and complicated issue.

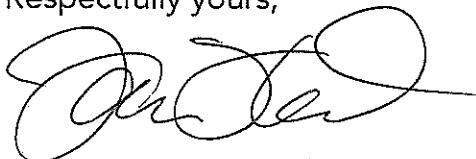
This information brought us back to the problem at hand in the City. How do we address these issues? The PSAC currently feels that one important step would be to create uniform rules or ordinances for the use of public spaces such as Roosevelt Center, Buddy Attick Lake Park, Schrom Hills Park and other facilities within the City to the extent that this is possible given the respective uses of each facility.

Posting clear rules at each location is a good solid start to discouraging unwanted behaviors since it gives all users of the space a clearly defined list of prohibited behavior. As such, rules such as "No Sleeping", "No Camping", etc. could be added to the posted rules for each site such as Roosevelt Center. Roosevelt Center currently has only a few posted rules such as "No Skateboarding" or "No Smoking" in the Center. While these are important rules for safety or health concerns, prohibiting sleeping and camping would seem to be equally, if not more important, rules. Currently, there are far more rules posted at the City Dog Park than any of the people-oriented public facilities.

Additionally, using methods to discourage people from sleeping on benches within the City parks or public rights-of-way could also continue to be used as has been done to benches in and around the public library and Municipal building. Additionally, depending on where private property stops and City property begins in Roosevelt Center, the City could pass an ordinance prohibiting businesses from providing concessions that would make it easier for people to sleep in the Center. This may be easier to accomplish if City property begins right outside each businesses' door.

The Public Safety Advisory Committee recognizes that this is an issue that will be ongoing and that no magic bullets are available to solve this issue outright. It will take creativity, flexibility and patience on the part of the City, the City Police Department, business owners and City residents in solving or at least minimizing the impact these issues have in the future.

Respectfully yours,

A handwritten signature in black ink, appearing to read 'Laura Kressler', with a stylized, flowing script.

Dr. Laura Kressler, Chair  
Public Safety Advisory Committee

## City Council Agenda Item Report

Meeting Date: April 23, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

---

**Subject:**

Public Safety Advisory Committee (PSAC) Report #2019-02 (Emergency Siren Referral)

**Suggested Action:**

It is recommended Council accept this report.

**Attachments:**

[PSAC Emergency Siren Referral\\_Report 2019-02.pdf](#)

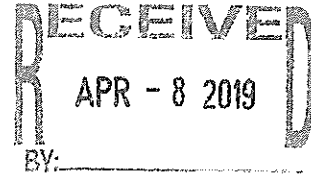
DATE: February 26, 2019

TO: Greenbelt City Council

CC: Nicole Ard, City Manager  
Acting Capt. Seung Lee, Greenbelt Police Department Liaison  
Mary Johnson, City Liaison

FROM: Public Safety Advisory Committee  
Dr. Laura Kressler, Chair

SUBJECT: Emergency Siren Referral



On June 8, 2016, the Council made a referral to the Public Safety Advisory Committee to "Refer the idea of utilizing warning sirens/fire department vehicles with sirens to alert residents of emergency situations."

The Public Safety Advisory Committee discussed this issue at its February 5, 2019 meeting and feels that given the way technology has changed in the last ten to 15 years using a fixed emergency siren system or even fire department vehicles with sirens to alert people to emergency situations is no longer the best method for notifying the residents of the City. Given that most residents possess and regularly use cell phones and that the County and National Emergency Alert Systems are becoming more commonly recognized and tested, it would seem to be the best method of notification.

Committee members agreed that a siren would more likely confuse our residents as sirens haven't been used in a many, many years. Fixed sirens such as the older type air raid sirens require monthly testing and maintenance to insure they work properly when needed. Sirens would require a massive education drive to insure people understood what a siren meant and what they were expected to do when they heard it. With present day cell phone alerts, we would have the benefit of not only notifying a large number of residents no matter where they are physically located, but we would also be able to provide detailed information about the alert. This would be less likely to create confusion and fear. Additionally, this would add the benefit of notifying family members who were not presently within the audible range of the sirens. This would be especially beneficial to parents with children in Greenbelt schools or who were home alone.

*CC: Council, Rick Powers, Dale, Bullock*

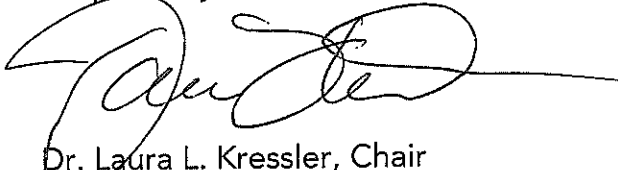
There are still some individuals that do not possess cellular phones even today. However, with the high number of people of who do possess them, it would be very likely that people with cell phones would share information with those around them quite freely. This is demonstrated quite well when various tests of the National Emergency Alert System have been activated. City level alerts can be run through the current Everbridge application or a similar cellular app.

The best use of resources at this point would be to continue educating the city residents about the City's alert system, how to sign up and how they can customize it. This information should be provided in all new resident packets, City website, City newsletters, GATe-TV broadcasts of city information, City cable channels, social media, City page of the Greenbelt News Review and in regularly placed ads in the Greenbelt News Review. Additionally, an annual article describing the alert system and why it's important to use it could be run in the Greenbelt News Review and linked on all the above listed resources. Lastly, a brochure could be created to detail this information as well. This could be shared in City buildings and linked on the City website.

Since this referral was made, there have been several nationwide tests of the National Alert System. These tests have shown that a cell phone-based alert system is widely accepted and is a reliable method for communication of emergency information. The committee feels that using Everbridge or a similar text alert system would be a better system for the City to use for municipal level emergencies requiring notification of all residents.

Thank you for this referral!

Respectfully,



Dr. Laura L. Kressler, Chair  
Public Safety Advisory Committee

## City Council Agenda Item Report

Meeting Date: April 23, 2019

Submitted by: Molly Porter

Submitting Department: Planning

Item Type: Board and Committee Reports

Agenda Section:

---

**Subject:**

Advisory Planning Board (APB) Report #2019-04 (Complete and Green Streets Draft Policy)

**Suggested Action:**

It is recommended Council accept this report.

**Attachments:**

[APB Complete and Green Streets Draft Policy Report.pdf](#)

**ADVISORY PLANNING BOARD  
REPORT TO COUNCIL**

**REPORT NO. 2019-04  
Date: April 9, 2019**

**SUBJECT: Complete and Green Streets Draft Policy**

**BACKGROUND:**

On March 6, 2019 Ms. Porter presented the Board with a draft Complete and Green Streets Policy. The presentation included an explanation of Complete Streets and Green Streets, the vision of the policy, the purpose and need for a policy, and examples of Complete and Green Streets projects.

The vision of the policy is, “The City of Greenbelt shall be a place where public transportation vehicles, motorists, cyclists, and pedestrians can navigate the City with ease and in complete safety. This policy will direct the City of Greenbelt to develop and provide a well-connected, visually attractive transportation network, that balances the needs of all users, and promotes a more livable and sustainable community.”

**ANAYLSIS:**

The Board supports the adoption of a Complete and Green Streets policy and believes that it incorporates a lot of the goals that have been discussed by the Advisory Planning Board.

**RECOMMENDATION:**

The Board recommends that City Council adopt the Complete and Green Streets Policy.

Respectfully Submitted,

Keith Chernikoff  
Chair

This recommendation was adopted by a vote of 5-0.

## City Council Agenda Item Report

Meeting Date: April 23, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Resolution

Agenda Section:

### Subject:

A Resolution to Authorize the Negotiated Purchase of Police Service Weapons

- 2nd Reading

### Suggested Action:

Reference:

Resolution

Gun Replacement Memo

Duty Replacement Pistol Proposal

Atlantic Tactical Quote

Firing Line Update

Maryland Small Arms

The Police Department is in the process of replacing the duty weapons carried by officers. Based on the included recommendation from Captain Sagan, Lieutenant White obtained proposals from three separate vendors. Each vendor provided pricing for replacement of all duty weapons and compatible holsters needed for carry. Below is a table with the purchase options based on the quotes received:

| Vendor:           | Handguns:   | Holsters:  | Sub-total:  |
|-------------------|-------------|------------|-------------|
| Atlantic Tactical | \$33,645.00 | \$5,388.60 | \$39,033.60 |
| Firing Line, LLC. | \$31,875.00 | \$5,572.00 | \$37,447.00 |
| MD Small Arms     | \$48,750.00 | \$6,735.75 | \$55,485.75 |

It is recommended to purchase the replacement weapons and gear from Atlantic Tactical. While Firing Line, LLC. has a slightly lower price, Atlantic Tactical is a large regional dealer with a demonstrated history of superior customer support. Atlantic Tactical offers the pricing and service to the Police Department under Prince George's County contract # C17-086.

The FY 2019 Replacement Fund includes \$32,000 for replacement handguns. There are sufficient funds in the fund balance to cover the additional cost.

Ms. Mach introduced this resolution on April 8. It is recommended this resolution be introduced for second reading and adoption tonight.

### Attachments:

[Resolution.pdf](#)

[Gun Replacement Memo.pdf](#)

[Duty Pistol Replacement Proposal.pdf](#)

[Atlantic Tactical Quote.pdf](#)

[Firing Line Update.pdf](#)

[Maryland Small Arms.pdf](#)

Introduced: Ms. Mach  
1st Reading: April 8, 2019  
2nd Reading: April 23, 2019  
Passed:  
Posted:  
Effective:

RESOLUTION NUMBER XXXX

A RESOLUTION TO AUTHORIZE THE NEGOTIATED PURCHASE OF REPLACEMENT SERVICE WEAPONS FOR THE POLICE DEPARTMENT FROM ATLANTIC TACTICAL IN THE AMOUNT OF \$39,033.60

---

WHEREAS, the Police Department is seeking to replace 75 service handguns because the current weapons are eleven years old and in need of replacement; and

WHEREAS, Police staff have researched and have identified Smith & Wesson M&P 2.0 9mm pistol as the most suitable weapon; and

WHEREAS, three companies provided proposals for the Smith & Wesson M&P 2.0 9mm pistol; and

WHEREAS, the Atlantic Tactical of New Cumberland, Pennsylvania has submitted a proposal for the Smith & Wesson M&P 2.0 9mm and gear in the amount of \$39,033.60; and

WHEREAS, the FY 2019 Replacement Fund Budget includes funds for the purchase of replacement service weapons; NOW, THEREFORE

BE IT RESOLVED by the Council of the City of Greenbelt, Maryland that the City Manager be authorized to negotiate the purchase of 75 service weapons and gear from the Atlantic Tactical of New Cumberland, Pennsylvania at a cost of \$39,033.60.

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of April 23, 2019.

---

Emmett V. Jordan  
Mayor

ATTEST:

---

Bonita Anderson, City Clerk



**GREENBELT POLICE  
DEPARTMENT**

550 Crescent Road  
Greenbelt Maryland 20770  
(301) 474-7200

**To: Chief Richard Bowers**

**From: Lieutenant Timothy White**

**Date: April 3, 2019**

**Re: Duty Weapon Replacement**

As you are aware, the Department is in the process of replacing the duty weapons carried by officers. Based on the attached recommendation from Captain Sagan, I obtained pricing quotes from three separate vendors. Each vendor provided pricing for replacement of all duty weapons and compatible holsters needed for carry. Below is a table with the purchase options based on the quotes received:

| Vendor:           | Handguns:   | Holsters:  | Sub-total:  |
|-------------------|-------------|------------|-------------|
| Atlantic Tactical | \$33,645.00 | \$5,388.60 | \$39,033.60 |
| Firing Line, LLC. | \$31,875.00 | \$5,572.00 | \$37,447.00 |
| MD Small Arms     | \$48,750.00 | \$6,735.75 | \$55,485.75 |

It is recommended to purchase the replacement weapons and gear from Atlantic Tactical. While Firing Line, LLC. has a slightly lower price, Atlantic Tactical is a large regional dealer with a demonstrated history of superior customer support. Atlantic Tactical offers the pricing and service to us under Prince George's County contract # C17-086.

# GREENBETL POLICE DEPARTMENT

## FIREARMS TRAINING UNIT

### DUTY PISTOL REPLACEMENT PROPOSAL

12/17/2018

In the fall of 2018, the Firearms Training Unit set about to find a pistol to replace the eleven year old Smith and Wesson M&P 40. Overall, the M&P performed very well over its service life, and the original plan was to replace the pistols with the M&P 2.0 9mm. Since newer and improved models of other pistol designs had entered the market, it was determined to test and evaluate other appropriate pistol designs. The three models that were chosen for the test were the Smith and Wesson M&P 2.0 9MM, Sig Sauer P320 Duty 9mm and the Glock 17 Gen 5 9mm.

#### Switch to 9mm

**Recoil** – Being a high pressure round, the recoil impulse of the 40 S&W was a bit harsh and difficult to manage from some shooters. In some cases, it took a large part of a training day to get shooters accustomed to the recoil. With the adoption of the lower recoiling 9mm round, range training will become more efficient and shooters will have more time to focus on building skills.

**Bullet design** – With advancements in bullet design, manufacturers have developed 9mm bullets to have consistent, maximized terminal performance. 9mm is now considered an effective tactical, defensive cartridge.

-2-

### Test and Evaluation

18 officers participated in test firing the three pistols. Officers then filled out a questionnaire rating the pistols on size and comfort of the grip, trigger, recoil and shot recovery, and overall shoot-ability. Officers then rated the pistols as their first, second and third choice.

### Results

10 officers rated the S&W M&P 2.0 9mm as first choice.

7 officers rated the Glock 17 Gen 5 9mm as their first choice

1 officer rated the Sig Sauer P320 9mm as their first choice

\* It was expected for the M&P to do well, since the officers were most familiar and experienced with the design.

### Safety

Both the M&P and the P320 can be disassembled without pulling the trigger. With the Glock 17, the trigger must be pulled for disassembly. This has been a significant safety issue and has been the cause of numerous accidental discharges in the law enforcement community. The opposing view to this is that it is a training issue. Given the human factor and the fact that many officers are not gun oriented, and see the pistol as another piece of equipment to maintain, the frequency of accidental discharges with the Glock is a significant safety concern.

The M&P 40's that were put into service in 2007 were equipped with a magazine disconnect safety. With the adoption of the departments first striker fired pistol, the addition for another level of safety during the disassembly process and when the pistol is out of the holster (cleaning, administrative actions), the magazine disconnect has proven to be overall positive feature with no negative side effects. The tactical side of argument will say that it is imperative to be able to shoot the round that is in the chamber without the magazine. This is a possibility with low

-3-

probability. Conversely, there is no way to quantify how many accidental discharges that didn't happen as a result of the magazine disconnect.

### Recommendation

#### Pistol

Given the results of the test and evaluation and the specific features that are desired for our officers, the Firearms Training Unit recommends the Smith and Wesson M&P 2.0 9mm pistol with the magazine disconnect feature.

#### Holster

Duty           Safariland 7360 7TS ALS/SLS Mid ride Level III retention.

Admin         Safariland 7378 7TS ALS Concealment Paddle and Belt Loop Holster.

Prepared by: Capt. Mark Sagan



# Model 7360 7TS™ ALS®/SLS Mid-Ride, Level III Retention™ Duty Holster

MODEL: 7360 | SKU: | PART:

The Safariland® 7360 7TS™ Mid-ride holster is incredibly durable, yet remarkably lightweight. Constructed from Safariseven™ the holster is built to withstand the elements, including extremes of heat and cold. In addition, the holster retains its structural integrity even when submersed indefinitely. On the inside of the holster, the Safariseven material is non-abrasive to protect your firearm's finish. Additional protection is provided by raised surfaces which create airspace around the firearm, allowing dirt and moisture to quickly clear contact. The 7360 7TS Mid-ride holster has two retention systems, including the SLS (Self Locking System) and ALS® (Automatic Locking System.)



PRODUCTS BRANDS TRAINING RESOURCES HOLSTER FINDER BLOG

Q SEARCH

2. Color More about colors



3. Material

SAFARISEVEN

4. Finish

PLAIN

5. Gun Draw Hand

SELECT GUN DRAW HAND

Quantity

1

\$147.00 - \$182.00

ADD TO CART

## FIREARMS FOR THIS HOLSTER

★★★★★ 4.7 51 Reviews

47 out of 50 (94%) reviewers recommend this product

WRITE A REVIEW

Features | Gun Fit Chart

RESOURCES

The Safariland® 7360 7TS™ Mid-ride holster is incredibly durable, yet remarkably lightweight. Constructed from Safariseven™ the holster is built to withstand the elements, including extremes of heat and cold. In addition, the holster retains its structural integrity even when submersed indefinitely. On the inside of the holster, the Safariseven material is non-abrasive to protect your firearm's finish. Additional protection is provided by raised surfaces which create airspace around the firearm, allowing dirt and moisture to quickly clear contact. The 7360 7TS Mid-ride holster has two retention systems, including the SLS (Self Locking System) and ALS® (Automatic Locking System.) To ensure a perfect fit, the 7360 is compatible with all Safariland holster mounting options, and the mid-ride belt feature allows the holster to ride close to the body.

Self Sheet (PDF)

Add-Ons & Mounting Options



# Model 7378 7TS™ ALS® Concealment Paddle and Belt Loop Combo Holster

MODEL: 7378 | SKU: | PART

The Safariland® Model 7378 7TS Holster combines the security of ALS® with the speed and simplicity of an open-top design. ALS® secures your weapon automatically as it is holstered, yet still allows a fast, natural draw with the swipe of the thumb release as you acquire your shooting grip. Built from durable, weather- and temperature-resistant SafariSeven™ non-marking nylon blend, the Model 7378 7TS™ will not scratch or mar the finish of your firearm, and its raised interior stand-offs allow dirt and moisture to clear quickly.

## FIREARMS FOR THIS HOLSTER

★★★★★ 4.5 146 Reviews

127 out of 139 (91%) reviewers recommend this product

WRITE A REVIEW

2. Color More about colors



3. Material

SELECT COLOR FIRST

4. Finish

SELECT COLOR FIRST

5. Gun Draw Hand

SELECT COLOR FIRST

Quantity

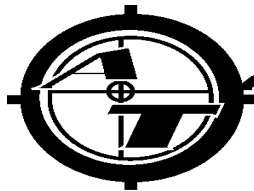
1

\$49.50 - \$75.50

ADD TO CART

atures | Videos | Gun Fit Chart

A security holster designed for quick access  
ALS® secures your weapon and allows a fast draw  
slides close to the body for easy concealment  
Comes with paddle and belt loop



**ATLANTIC  
TACTICAL™**  
OUTFITTING AMERICA'S HEROES

772 Corporate Circle, New Cumberland, PA 17070  
Phone: 717-774-3339 • 800-781-2677 • FAX: 717-774-4463

REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

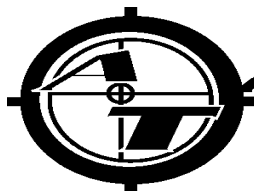
## SALES QUOTE

SQ-80578516

2/6/2019



|                                                                                                                                                                                                                                                                                                                         |                 |                                                                                                                                                                                   |                    |                |                      |                          |               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------|----------------------|--------------------------|---------------|
| <b>Customer</b>                                                                                                                                                                                                                                                                                                         |                 | <b>Contact</b>                                                                                                                                                                    |                    | <b>Ship To</b> |                      |                          |               |
| Greenbelt Police<br>Jeffrey Williams<br>550 Crescent Rd<br>GREENBELT MD 20770<br>Tel: (240)-542-2011, (240)-542-2139<br>Fax: (301)-507-6520                                                                                                                                                                             |                 |                                                                                                                                                                                   |                    |                |                      |                          |               |
| <b>Account</b>                                                                                                                                                                                                                                                                                                          | <b>Terms</b>    | <b>Due Date</b>                                                                                                                                                                   | <b>Account Rep</b> |                | <b>Schedule Date</b> |                          |               |
| GRE7002                                                                                                                                                                                                                                                                                                                 | NET 30          | 3/8/2019                                                                                                                                                                          | Austin Fuller      |                | 2/6/2019             |                          |               |
| <b>Quotation</b>                                                                                                                                                                                                                                                                                                        | <b>PO #</b>     | <b>Reference</b>                                                                                                                                                                  | <b>Ship VIA</b>    |                | <b>Page</b>          | <b>Printed</b>           |               |
| SQ-80578516                                                                                                                                                                                                                                                                                                             | QUOTE           | QUOTE -                                                                                                                                                                           | FDX G Ground       |                | 1                    | 2/6/2019                 |               |
| <b>L</b>                                                                                                                                                                                                                                                                                                                | <b>Item</b>     | <b>Description</b>                                                                                                                                                                | <b>Qty</b>         | <b>Price</b>   | <b>UM</b>            | <b>Discount</b>          | <b>Amount</b> |
| 1                                                                                                                                                                                                                                                                                                                       |                 | *THIS IS A QUOTE*                                                                                                                                                                 |                    |                |                      |                          |               |
| 2                                                                                                                                                                                                                                                                                                                       |                 |                                                                                                                                                                                   |                    |                |                      |                          |               |
| 3                                                                                                                                                                                                                                                                                                                       | QUOTE-SAFPGCC   | PG COUNTY EQUIP/SUPPLY C17-086                                                                                                                                                    | 1                  | \$0.00         | EA                   |                          | \$0.00        |
| 4                                                                                                                                                                                                                                                                                                                       |                 |                                                                                                                                                                                   |                    |                |                      |                          |               |
| 5                                                                                                                                                                                                                                                                                                                       | SMI-11646-AGENC | Smith&Wesson M&P 9 2.0 - AGENCY<br>9mm<br>17+1 Rounds<br>4.25" Barrel<br>MANUAL THUMB SAFETY<br>TRITIUM NIGHT SIGHTS<br>3 MAGAZINES                                               | 75                 | \$448.60       | EA                   |                          | \$33,645.00   |
| 6                                                                                                                                                                                                                                                                                                                       |                 |                                                                                                                                                                                   |                    |                |                      |                          |               |
| 7                                                                                                                                                                                                                                                                                                                       | Product         | SAFARILAND Model 7360 7TS™ ALS®/SLS<br>Mid-Ride, Level III Retention™ Duty<br>Holster, SAFARISEVEN, PLAIN, RIGHT<br>HANDED, SMITH & WESSON M&P9 2.0<br>FULL SIZE                  | 45                 | \$88.20        | EA                   |                          | \$3,969.00    |
| 8                                                                                                                                                                                                                                                                                                                       | Product         | #7360-222-411<br>SAFARILAND Model 7360 7TS™ ALS®/SLS<br>Mid-Ride, Level III Retention™ Duty<br>Holster, SAFARISEVEN, PLAIN, LEFT<br>HANDED, SMITH & WESSON M&P9 2.0<br>FULL SIZE  | 10                 | \$88.20        | EA                   |                          | \$882.00      |
| 9                                                                                                                                                                                                                                                                                                                       |                 |                                                                                                                                                                                   |                    |                |                      |                          |               |
| 10                                                                                                                                                                                                                                                                                                                      | Product         | #7360-222-412<br>SAFARILAND Model 7378 7TS™ ALS®<br>Concealment Paddle and Belt Loop<br>Combo Holster, PLAIN BLACK<br>SAFARISEVEN, SMITH & WESSON M&P9<br>2.0 COMPACT, RIGHT HAND | 14                 | \$33.60        | EA                   |                          | \$470.40      |
| Thank you for giving us the opportunity to quote on your request. Please reference the above quote number when placing your order. If you have any questions or additional quotes needed, please contact the Sales Representative shown on this form or email quotes@atlantictactical.com. We appreciate your business! |                 |                                                                                                                                                                                   |                    |                |                      | <b>Page</b>              | 1             |
|                                                                                                                                                                                                                                                                                                                         |                 |                                                                                                                                                                                   |                    |                |                      | <b>Sub Total</b>         | \$38,966.40   |
|                                                                                                                                                                                                                                                                                                                         |                 |                                                                                                                                                                                   |                    |                |                      | <b>Running Sub Total</b> | \$38,966.40   |



**ATLANTIC  
TACTICAL™**  
OUTFITTING AMERICA'S HEROES  
772 Corporate Circle, New Cumberland, PA 17070  
Phone: 717-774-3339 • 800-781-2677 • FAX: 717-774-4463  
REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

## SALES QUOTE

SQ-80578516

2/6/2019



| Customer                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                   | Contact                                               | Ship To       |                                |          |             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|---------------|--------------------------------|----------|-------------|
| Greenbelt Police<br>Jeffrey Williams<br>550 Crescent Rd<br>GREENBELT MD 20770<br>Tel: (240)-542-2011, (240)-542-2139<br>Fax: (301)-507-6520                                                                                                                                                                             |                                                                                                                                                                                   |                                                       |               |                                |          |             |
| Account                                                                                                                                                                                                                                                                                                                 | Terms                                                                                                                                                                             | Due Date                                              | Account Rep   | Schedule Date                  |          |             |
| GRE7002                                                                                                                                                                                                                                                                                                                 | NET 30                                                                                                                                                                            | 3/8/2019                                              | Austin Fuller | 2/6/2019                       |          |             |
| Quotation                                                                                                                                                                                                                                                                                                               | PO #                                                                                                                                                                              | Reference                                             | Ship VIA      | Page                           | Printed  |             |
| SQ-80578516                                                                                                                                                                                                                                                                                                             | QUOTE                                                                                                                                                                             | QUOTE -                                               | FDX G Ground  | 2                              | 2/6/2019 |             |
| L Item                                                                                                                                                                                                                                                                                                                  | Description                                                                                                                                                                       | Qty                                                   | Price         | UM                             | Discount | Amount      |
| 11 Product                                                                                                                                                                                                                                                                                                              | #7378-222-411<br>SAFARILAND Model 7378 7TS™ ALS®<br>Concealment Paddle and Belt Loop<br>Combo Holster, PLAIN BLACK<br>SAFARISEVEN, SMITH & WESSON M&P9<br>2.0 COMPACT, RIGHT HAND | 2                                                     | \$33.60       | EA                             |          | \$67.20     |
| 12 SH                                                                                                                                                                                                                                                                                                                   | #7378-222-411<br>SHIPPING/HANDLING - NONE                                                                                                                                         | 1                                                     | \$0.00        | EA                             |          | \$0.00      |
| 13                                                                                                                                                                                                                                                                                                                      | SAFARILAND PRICED WITH PG COUNTY                                                                                                                                                  |                                                       |               |                                |          |             |
| 14                                                                                                                                                                                                                                                                                                                      | CONTRACT #C17-086                                                                                                                                                                 |                                                       |               |                                |          |             |
| Thank you for giving us the opportunity to quote on your request. Please reference the above quote number when placing your order. If you have any questions or additional quotes needed, please contact the Sales Representative shown on this form or email quotes@atlantictactical.com. We appreciate your business! |                                                                                                                                                                                   | <b>Tax Details</b><br>EXEMPT \$0.000                  |               | <b>Taxable</b><br>XXXXXXXXXXXX |          | \$0.00      |
|                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                   | <b>Payment Details</b><br>01/01/00 No Payment History |               | <b>Total Tax</b>               |          | \$0.00      |
|                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                   |                                                       |               | <b>Exempt</b>                  |          | \$39,033.60 |
|                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                   |                                                       |               | <b>Total</b>                   |          | \$39,033.60 |
|                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                   |                                                       |               | <b>Balance</b>                 |          | \$39,033.60 |



# FIRING LINE INC.

**Police Armaments & Equipment • Guns & Accessories • Indoor Pistol Range**

**1532 South Front Street • Philadelphia, PA 19147**

www.firinglineinc.com

(215) 336-1710  
FAX (215) 336-7017  
Toll Free 877-336-1710

Maryland Sales Division  
P.O. Box 95  
Baltimore, MD. 21071  
Phone/Fax 410-833-4442

LT. TIM WHITE #135  
ADMINISTRATIVE DIVISION  
GREENBELT POLICE DEPARTMENT  
550 CRESCENT ROAD  
GREENBELT, MD 20770

7 FEBRUARY, 2019

RE: SMITH & WESSON QUOTATION

75 – SMITH & WESSON M&P 2.0 FULL, TRITIUM SIGHTS, THREE MAGS AND  
MAGAZINE DISCONNECT

@\$425.00                      \$31,875.00

55 – SAFARILAND 7360 ALS III @\$ 92.00                      \$ 5,060.00

16 – SAFARILAND 7378                      @\$ 32.00                      \$ 512.00

TOTAL                      \$37,447.00

SINCERELY YOURS

GREGORY J. ISABELLA

*"Where Shooting is still affordable"*

# Maryland Small Arms Range Inc

Quote # JB77233

9801 Fallard Court, Upper Marlboro, MD 20772

301-599-0800 P / 301-599-9642 F / sales@msar.com

| Bill To:                                                                           |
|------------------------------------------------------------------------------------|
| Greenbelt Police Dept<br>550 Crescent Road<br>Greenbelt, MD 20770<br>Lt. Tim White |

| Ship To:                                                                           |
|------------------------------------------------------------------------------------|
| Greenbelt Police Dept<br>550 Crescent Road<br>Greenbelt, MD 20770<br>Lt. Tim White |

| Date       | Quote Valid For | FOB    | Ship Via         | Quoted Prepared By |
|------------|-----------------|--------|------------------|--------------------|
| 12/21/2018 | 30-Days         | Origin | Customer Pick Up | JLB                |

| Item Code    | Description                                                                                        | Qty | Unit Price | Total    |
|--------------|----------------------------------------------------------------------------------------------------|-----|------------|----------|
| 7360-222-411 | Safariland 7360 7TS ALS/SLS Mid Rid Level III Duty Holster, S&W M&P 2.0 9, Right Hand              | 55  | 110.25     | 6,063.75 |
| 7360-222-412 | Safariland 7360 7TS ALS/SLS Mid Rid Level III Duty Holster, S&W M&P 2.0 9, Left Hand               | 0   | 110.25     |          |
|              |                                                                                                    |     |            |          |
| 7378-222-411 | Safariland 7378 7TS ALS Concealment Paddle and Belt Loop Holster, S&W M&P 2.0 9 AND 9C, Right Hand | 16  | 42.00      | 672.00   |
| 7378-222-412 | Safariland 7378 7TS ALS Concealment Paddle and Belt Loop Holster, S&W M&P 2.0 9 AND 9C, Left Hand  | 0   | 42.00      |          |
|              |                                                                                                    |     |            |          |
|              |                                                                                                    |     |            |          |
|              |                                                                                                    |     |            |          |
|              |                                                                                                    |     |            |          |
|              |                                                                                                    |     |            |          |
|              |                                                                                                    |     |            |          |
|              |                                                                                                    |     |            |          |

GSA Contract GS-07F-143DA  
Duns Number- 04-054-4215  
Cage Code- 09VG6

|                          |                   |
|--------------------------|-------------------|
| <b>Subtotal</b>          | \$6,735.75        |
| <b>MD Sales Tax (6%)</b> | Tax Exempt        |
| <b>Shipping</b>          | \$0.00            |
| <b>Total</b>             | <b>\$6,735.75</b> |

## City Council Agenda Item Report

Meeting Date: April 23, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

---

**Subject:**

Indigenous People's Day

**Suggested Action:**

The motion would be to have the city council proclaim the second Monday of October as Indigenous People's Day.

**Attachments:**

## City Council Agenda Item Report

Meeting Date: April 23, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

---

**Subject:**

2020 Census -- Get Counted Greenbelt

**Suggested Action:**

Mr. Byrd requested that this item be included on the agenda. The motion would be to call the city's pending (census) outreach campaign to boost participation in the 2020 census "Get Counted Greenbelt."

**Attachments:**

## City Council Agenda Item Report

Meeting Date: April 23, 2019

Submitted by: Brian Townsend

Submitting Department:

Item Type: OTHER BUSINESS

Agenda Section:

---

### **Subject:**

Participation in State Mosquito Control Program

### **Suggested Action:**

Reference:

Memorandum, B. Townsend, 04/16/2019

Green ACES Recommendation, 02/28/2018

Application Letter, Maryland Department of Agriculture, 02/15/2019

At the September 25, 2017, Council met and discussed the possibility of entering into the Maryland Department of Agriculture's (MDA) Adult Mosquito Surveillance Program. At the time three neighboring municipalities had mosquitoes test positive for West Nile Virus. Since this is a public health issue the council voted in favor of applying to MDA Adult Mosquito Surveillance Program waiting list.

This decision carried a four part motion:

1. Public education – Staff has placed downloadable easy to read information on the City web site entitled “Protecting Your Home Against Mosquitoes”, “Tips to Rid Your Community of Mosquito Breeding Sites”, and “West Nile Prevention”. Staff has handed out informational brochures and informational coloring books in English and Spanish at public events throughout the year.
2. Waiting list– Staff has contacted MDA and got on the waiting list in October of 2017. The status now has changed and MDA needs an application to start program if decided by council. (See attached MDA Application Letter 2019 )
3. Referral to Green ACES– (See attached Green ACES recommendation 2018-1)
4. Cost– The estimated cost is around \$3,000 - \$5,000.

MDA currently has an opening for the Adult Mosquito Surveillance Program. The application and letter describing the program is attached with this letter. This program is on a first come basis first serve basis and the application must be received by May 3.

There are three options to be considered:

1. Complete current application and opt into the Adult Mosquito Surveillance Program using monitoring, testing for West Nile and spraying if threshold counts are met to reduce the adult population of mosquitos. The cost of this program is estimated to be \$4,200.

2. Enter into pilot program using monitoring, testing for West Nile Virus. Spraying would occur in a  $\frac{3}{4}$  mile radius if there is a positive test results. Cost of this program is estimated to be around \$5,000.
3. Drop off MDA waiting list and opt out of all future programs.

If the City opts into the adult surveillance spraying program spraying would accrue in the late evening hours on scheduled weeknights. If the weather conditions are not favorable or too many people are outside, spraying will not be conducted. The product that would be used is Permethrin a synthetic insecticide. This product has a low toxicity to mammals and birds and a quick knockdown of mosquitos. It would be sprayed out of a truck-mounted ultra low volume sprayer and drifts up to 300 feet with prevailing winds. The rate that is used is  $\frac{2}{3}$  of a fluid ounce per acre. Permethrin is not persistent in the environment.

With the concerns of non-target spraying MDA has agreed to start a non-advertised pilot program with the City with a contingency of adequate staffing. This pilot program will consist of place three traps, monitoring mosquitos, and testing for West Nile Virus on a two week cycle. Trapping would begin the week of May 27th and end the week of Sept 16th. The pilot program will only spray if a there is a positive test for West Nile Virus. MDA would spray a  $\frac{3}{4}$  mile radius around any positive test area with no exceptions. The City would be responsible for labor costs, vehicle mileage, testing and possible spraying with this pilot program which is estimated to be cost around \$5,000. This program was requested by Public Works, it is not a program being utilized anywhere else in the state.

**Recommendation:**

Testing the adult mosquito for West Nile virus, Zika and several other mosquito-borne diseases is very important. These diseases are endemic in Maryland and are transmitted through the bite of a mosquito. Since the Asian tiger mosquito has become a major problem in the area, MDA is willing to talk to the community, distribute information about mosquitos and how to reduce backyard breeding of this annoying pest.

Staff recommends to at least enter into the pilot program with MDA to establish if there is a problem with West Nile Virus in the City. The department also believes it is important to hear from the community regarding mosquito complaints and control. The community may have a different opinion and may request the City enter into the Adult Mosquito Surveillance Program.

**Attachments:**

[Memorandum, B. Townsend, 04/16/2019.pdf](#)

[Green ACES Recommendation, 02/28/2018.pdf](#)

[Application Letter, Maryland Department of Agriculture, 02/15/2019.pdf](#)

**CITY OF GREENBELT, MARYLAND  
MEMORANDUM**

**TO:** Nicole Ard, City Manager  
Jim Sterling, Public Works Director  
**FROM:** Brian Townsend, Assistant Public Works Director-Parks  
**DATE:** April 16, 2019  
**SUBJECT:** Mosquito Control Update

**BACKGROUND**

At the September 25, 2017, Council met and discussed the possibility of entering into the Maryland Department of Agriculture's (MDA) Adult Mosquito Surveillance Program. At the time three neighboring municipalities had mosquitoes test positive for West Nile Virus. Since this is a public health issue the council voted in favor of applying to MDA Adult Mosquito Surveillance Program waiting list.

This decision carried a four part motion:

1. Public education – We have placed downloadable easy to read information on the City web site entitled “Protecting Your Home Against Mosquitoes”, “Tips to Rid Your Community of Mosquito Breeding Sites”, and “West Nile Prevention”. We have handed out informational brochures and informational coloring books in English and Spanish at public events throughout the year.
2. Waiting list– Contacted MDA and got on the waiting list in October of 2017. The status now has changed and MDA needs an application to start program if decided by council. (See attached MDA Application Letter 2019 )
3. Referral to Green ACES– (See attached Green ACES recommendation 2018-1)
4. Cost– The estimated cost is around \$3,000 - \$5,000.

**Currently**

MDA currently has an opening for the Adult Mosquito Surveillance Program. The application and letter describing the program is attached with this letter. This program is on a first come basis first serve basis and the application must be received by May 3.

There are three options to be considered:

- 1) Complete current application and opt into the Adult Mosquito Surveillance Program using monitoring, testing for West Nile and spraying if threshold counts are met to reduce the adult population of mosquitos. The cost of this program is estimated to be \$4,200.
- 2) Enter into pilot program using monitoring, testing for West Nile Virus. Spraying would occur in a  $\frac{3}{4}$  mile radius if there is a positive test results. Cost of this program is estimated to be around \$5,000.
- 3) Drop off MDA waiting list and opt out of all future programs.

If the City opts into the adult surveillance spraying program spraying would accrue in the late evening hours on scheduled weeknights. If the weather conditions are not favorable or too many people are outside, spraying will not be conducted. The product that would be used is Permethrin a synthetic insecticide. This product has a low toxicity to mammals and birds and a quick knockdown of mosquitos. It would be sprayed out of a truck-mounted ultralow volume sprayer and drifts up to 300 feet with prevailing winds. The rate that is used is  $\frac{2}{3}$  of a fluid ounce per acre. Permethrin is not persistent in the environment.

With the concerns of non-target spraying MDA has agreed to start a non-advertised pilot program with the City with a contingency of adequate staffing. This pilot program will consist of place three traps, monitoring mosquitos, and testing for West Nile Virus on a two week cycle. Trapping would begin the week of May 27th and end the week of Sept 16th. The pilot program will only spray if there is a positive test for West Nile Virus. MDA would spray a  $\frac{3}{4}$  mile radius around any positive test area with no exceptions. The City would be responsible for labor costs, vehicle mileage, testing and possible spraying with this pilot program which is estimated to be cost around \$5,000. This program was requested by Public Works, it is not a program being utilized anywhere else in the state.

### **Recommendation**

Testing the adult mosquito for West Nile virus, Zika and several other mosquito-borne diseases is very important. These diseases are endemic in Maryland and are transmitted through the bite of a mosquito. Since the Asian tiger mosquito has become a major problem in the area, MDA is willing to talk to the community, distribute information about mosquitos and how to reduce backyard breeding of this annoying pest.

Our recommendation is to at least enter into the pilot program with MDA to establish if there is a problem with West Nile Virus in the City. The department also believes it is important to hear from the community regarding mosquito complaints and control. The community may have a different opinion and may request the City enter into the Adult Mosquito Surveillance Program.



Greenbelt Advisory Committee on Environmental Sustainability

**GREENBELT ADVISORY COMMITTEE ON ENVIRONMENTAL SUSTAINABILITY  
REPORT TO CITY COUNCIL  
February 28, 2018  
Recommendation 2018-01**

**SUBJECT:** Prince George's County Adulticide Mosquito Control.

**BACKGROUND:** Green ACES was asked to give a recommendation whether the City should be a part of the Counties' Adulticide Mosquito Control Program.

**RECOMMENDATION:** Green ACES and the Greenbelt Green Team understand the seriousness of this recommendation. We understand the fear of a pandemic and the urge for people to desire to prevent it from happening. The spread of West Nile virus, Zika, dengue fever, and other mosquito-borne diseases should not be taken lightly.

After considerable deliberation, we took two votes:

- 1) We voted not to spray permethrin because of its harm to
  - a. certain segments of the population, especially children, elderly, those with immune deficiencies, and those with asthma; as well as bees, birds, aquatic life, and some pets; and
  - b. because it doesn't appear to be very effective at reducing mosquito populations long-term.However, we do see the benefit of monitoring.
- 2) We also voted to remain on the Counties' waiting list if Green ACES and the Green Team are given time to encourage the City to opt out and follow a different approach, which we are currently investigating, both for adult mosquito control as well as adult mosquito monitoring.

We want to explore collaborating with organizations, such as the University of Maryland and other surrounding communities to see if we can set up a testing/monitoring program. We request that City Council allocate the funds that the City would pay the County for participating in its program to help fund this effort.

Various communities promote education and outreach programs to learn about mosquito-borne diseases and how to reduce mosquito breeding by eliminating standing water on one's property. We agree that this can help reduce mosquito populations, but that it can only achieve so much.

Consequently, we are investigating other out-of-the-box potential solutions, such as spraying with garlic juice, lemon juice, and clove juice; testing the effectiveness of so-called "mosquito-repellent plants" and if some are found to be effective, encouraging their planting throughout the city; and staying informed of important research that is being conducted on mosquito-borne disease vaccines; fungus mosquito control; release of male mosquitoes that prevent female eggs from hatching; etc.

There is no silver bullet, so we will have to use a number of strategies to protect the public.

We kindly request that if City Council decide to adopt our recommendations, that Green ACES and the Green Team be notified immediately if the County allows Greenbelt to participate in the county program so that we may urge the City to opt out and follow an alternative approach that we are working on.



# Maryland Department of Agriculture

*Office of Plant Industries and Pest Management*

Larry Hogan, Governor  
Boyd K. Rutherford, Lt. Governor  
Joseph Bartenfelder, Secretary  
Julianne A. Oberg, Deputy Secretary

## *Mosquito Control*

The Wayne A. Cawley, Jr. Building  
50 Harry S. Truman Parkway  
Annapolis, Maryland 21401  
[www.mda.maryland.gov](http://www.mda.maryland.gov)

Agriculture | Maryland's Leading Industry

410.841.5870 Baltimore/Washington  
410.841.5835 Fax  
800.492.5590 Toll Free

February 15, 2019

Brian Townsend  
555 Crescent Road  
Greenbelt, MD 20770

RE: Greenbelt, City of

Dear Brian Townsend,

The Maryland Department of Agriculture (MDA), Mosquito Control Section, is in the process of planning mosquito control activities for this summer. The Department provides funds to support this work with appropriations approved by the Maryland Legislature. It is important that your City/Community begin planning at an early date if you wish to participate in organized mosquito control this year. As in the past, participation by your City/Community must be sponsored through your County government.

In order to better serve the residents of Prince George's County, the State and Prince George's County will jointly fund 100% of the cost of the larvicide program. Your community will automatically be part of the larvicide program at no cost to the community. However, the County and State no longer provide any funding for the adult mosquito control program. Therefore, if your community wishes to participate in the spray program, the community will be responsible for 100% of the cost of the program.

MDA will continue to emphasize modern pest management principles in our mosquito control programs. Abatement efforts will include major emphasis on control at the source (larviciding), whenever possible. Property owners are encouraged to remove any unnecessary water holding containers.

Adulticiding will begin May 29, 2019 and run through September 17, 2019. Our surveillance threshold is 3 female mosquitoes in 2 minutes in a landing rate count or 24 female mosquitoes in a baited light trap. This may influence the amount of spraying done for adult mosquitoes. Spraying for adult mosquitoes will be based on results from standardized surveillance methods and complaints received. However, due to variable weather conditions and other factors, we cannot guarantee that surveillance or spraying will be conducted during any given week, even if we receive community complaints. Complaint areas should be forwarded to our office on a regular basis. Please provide the following information for each complaint: name, address, problem area, time of day when mosquitoes are the worst, and any area of stagnant water in their vicinity. In addition to reporting complaints about adult mosquito problems, you should report sites of suspected or known mosquito breeding on public property. Complaints may be faxed to (301) 422-0502 or emailed to: [skeetermdl.mda@maryland.gov](mailto:skeetermdl.mda@maryland.gov).

There has been a surge in the urban mosquito population due to the introduction of the Asian tiger mosquito (ATM). The ATM displays a strong preference for breeding in small, manmade containers such as flower pots, trash cans, tires, buckets, etc. The ATM does not breed in wetlands or waterways. With its breeding habits and a very short flight range of less than a quarter mile, the source of an ATM problem can typically be found in one's backyard. Its association with human habitation and persistent daytime biting make the ATM a particularly troubling mosquito in urban and suburban settings. Program staff can

assist residents by identifying actual ATM breeding containers, but it is the resident's responsibility to use this information to locate and eliminate additional breeding sites on their property. Individuals, communities and businesses are strongly urged to take a proactive stance in the fight against the Asian tiger mosquito.

Enclosed are the community application (1 page) and a form that you will use to notify appropriate County officials and the Maryland Department of Agriculture of your participation. Please complete them in their entirety.

**Please pay particular attention to the following:**

1. The amount of funds (100%), representing your community's appropriation, should be entered on the attached Community Application on the line titled *Community Appropriation Amount*. **If an appropriation amount is not entered on the form, mosquito control work may be delayed until the form is corrected.** To adequately cover the cost of adult mosquito control work this season, the suggested community appropriation is \$4200.00.

2. Print the name and complete address of the person signing the request. The person signing the form should be the Mayor, President of the Civic Association, or the community contact. By signing, you acknowledge that all community members will be notified by you of participation in the spray program. Specify the method(s) that will be used to accomplish this (i.e.: email, community website, mail, phone, etc).

4. **Do not send a check with your request.** Community costs will be billed at the end of the season.

5. In order to ensure your community's participation in this year's program; your completed application must be received before **May 3rd**. If we receive the application later than this date, you may be put on a waiting list, and will be accepted only if there are sufficient resources available.

6. **In the event of unscheduled spray activities in your community, our office will notify you via email. On the enclosed application, be sure to provide the email address for the point of contact (on page 1) who will be responsible for notifying the members of your community of the unscheduled spray.**

Please read all of the enclosed materials about the mosquito control program. It is your responsibility to notify your citizens about the program and what is being done in their area. Should you have any questions, please call (301) 422-5080.

Maryland Department of Agriculture  
Mosquito Control Section  
College Park, MD

Enclosures

# MOSQUITO CONTROL PROGRAM- 2019

## PRINCE GEORGE'S COUNTY

The Mosquito Control program for 2019 will begin with spring larviciding in March. The regular season will begin in May and continue into late September. Work may continue into late September or early October, if necessary.

If your community has participated in the past, you will automatically be included in our larviciding program. This program is funded entirely by the Maryland Department of Agriculture and Prince George's County. Information on the different elements of this program are listed below.

**LARVICIDING-** Larviciding consists of treating the immature stages (eggs, larvae or pupae) of mosquitoes in the stagnant water with larviciding products. Known breeding areas in your community will be checked approximately every three weeks for the presence of larvae and will be treated, if necessary. We use four different products for larviciding.

1. **Bti granules-** This is a granular formulation of the bacteria, Bacillus thuringiensis var israelensis and Bacillus sphaericus. These bacteria produce a substance toxic to mosquito and black fly larvae but not harmful to other organisms. The material is not persistent in the environment; the bacteria do not reproduce and multiply so the effect of the bacteria is very temporary.
2. **Bacillus sphaericus granules-** These bacteria also produce a substance toxic to mosquito larvae. Under certain conditions, they can recycle in the breeding area for up to 30 days.
3. **Methoprene briquet, pellet, & granule-** This substance is an insect growth regulator, causing incomplete development within the immature. The mosquito dies before becoming a biting adult. The briquet and pellet formulations last up to 30 days, slowly releasing the active ingredient into the breeding area. The granule lasts for several weeks.
4. **Natular granules-** This granular formulation of the spinosad bacterium is toxic to mosquito and midge larvae. It can remain effective for up to 30 days.

Larviciding is generally more cost effective than treatment for adult mosquitoes because, as larvae, the mosquitoes are concentrated in a few breeding areas. Once these larvae become adults, they disperse widely and then larger areas must be treated.

### To participate in the adulticide (spray) program:

*The County and State no longer fund the spray portion of this program. If your community would like to participate in the spray program, you must send us a letter requesting to be included, along with a site map of your community (include/identify the street names). We will then provide you with an estimate of the cost for spray services, along with an application and further instructions. Your community will be responsible for 100% of the cost of surveillance and spraying. Billing will occur after the season ends. No funds are due up front. Larviciding is paid for by Prince George's County.*

**SURVEILLANCE-** A technician from our adulticiding crew will visit your community approximately every three weeks; more often if we have received complaints. They will either place a portable light trap overnight or do a landing count in your community. If the number of female mosquitoes does not exceed our action threshold

(3 female mosquitoes in a 2 minute count, 10 female mosquitoes per night in an un-baited light trap, or 24 female mosquitoes per night in a baited light trap), spraying will not be conducted on your scheduled spray night. The reason for this surveillance is that the permethrin we use for adult control is a contact insecticide; it must contact the mosquito to kill it. The primary purpose for surveillance is to adhere to an Integrated Pest Management Philosophy. A pest must be shown in the area before treatment is performed.

**ADULTICIDING**- Spray activity occurs in the late evening to try to coincide with the time of peak mosquito activity. You will be scheduled for a specific weeknight. Please note that weather conditions may affect our ability to carry out spray operations. If weather conditions are not suitable for spraying on your scheduled night, there will not be a make-up night. We will try to get to your community the following week. If the sprayer operator encounters TOO MANY PEOPLE OUTSIDE in the spray area, spraying will NOT be conducted.

- **Permethrin**- Is in the class of synthetic pyrethroid insecticides. This product has low toxicity to mammals and birds and a quick knockdown of mosquitoes. It is sprayed from a truck-mounted ultralow volume (ULV) sprayer and drifts up to 300 feet with the prevailing wind. It is not persistent in the environment. We use it at a rate of 2/3 of a fluid ounce per acre.

.....  
Since the Asian tiger mosquito has become a major problem in this area, we are willing to talk to community groups, distribute information about the mosquito, or do other public education in an effort to reduce backyard breeding of this annoying mosquito pest. Please let people in your community know that mosquitoes can breed in any water-holding container, including bird baths, wading pools, pet watering dishes, tin cans, old tires, clogged gutters or flower pot drainage saucers. To prevent mosquito breeding in these areas, water should be changed weekly in bird baths, wading pools, and pet dishes. Gutters should be cleaned at least twice a year, and other water-holding containers should be disposed of or stored upside down. It is the citizens' responsibility to make sure their property is free of water-holding containers. Our mosquito control efforts alone are not particularly effective against Asian tiger mosquito. If citizens do not help by keeping their properties free of mosquito breeding containers, our program will not significantly reduce mosquito populations in your neighborhood.

Please let the citizens in your community know about the program. It is important for them to call the contact for your community to report any mosquito problems. Citizens should also report any large areas of stagnant water near their property to our office so they can be added to our maps and checked for breeding.

We have informative leaflets, bookmarks, and magnets available at no charge. If your community would like to receive some, call the Mosquito Control office at the number listed below. If you would like someone from our office to attend a community meeting or to do a short workshop on mosquitoes and their control, please call to schedule a time. We have a 3 minute video about backyard mosquito breeding in both DVD and VHS formats available. We also have a video called "Jo Jo Mosquito", available to loan out. It is made for school children and has a lot of basic information about mosquitoes.

Don't forget to visit our website for information about the Asian tiger mosquito. You will find a number of short public service announcements which can be linked to your website.

[http://mda.maryland.gov/plants-pests/Pages/mosquito\\_control.aspx](http://mda.maryland.gov/plants-pests/Pages/mosquito_control.aspx)

Maryland Department of Agriculture  
Mosquito Control Section  
College Park, Maryland  
(301) 422-5080

MARYLAND DEPARTMENT OF AGRICULTURE  
OFFICE OF PLANT INDUSTRIES AND RESOURCE CONSERVATION  
MOSQUITO CONTROL

1. Due to an increase in requests for service, participation in the Mosquito Control Program will be on a first come, first serve basis.
2. If available, the Maryland Department of Agriculture would appreciate receiving one or more maps of your community, clearly outlining the area to be serviced, unless previously provided.
3. Please send original application to: Maryland Department of Agriculture  
Mosquito Control Section  
8071 Greenmead Drive  
College Park, MD 20740

Send one copy of the application to: Department of the Environment  
Attn: Admin. Services- Mosquito Control  
1801 McCormick Drive, 5<sup>th</sup> Floor  
Largo, MD 20774

Keep one copy of the application for your records.

4. Please fill out the sections below. Send the original application (both pages) to the Maryland Department of Agriculture (see address above) and one copy (both pages) to the Department of the Environment (see address above).

---

**PERSON TO CONTACT IN YOUR COMMUNITY FOR THE MOSQUITO CONTROL PROGRAM:**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Participating Community: \_\_\_\_\_

Home Phone No. \_\_\_\_\_ Business Phone No. \_\_\_\_\_

---

**PERSON TO CONTACT IN YOUR COMMUNITY FOR THE MOSQUITO CONTROL PROGRAM:**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Participating Community: \_\_\_\_\_

Home Phone No. \_\_\_\_\_ Business Phone No. \_\_\_\_\_

**COMMUNITY APPLICATION FOR ADULT MOSQUITO CONTROL**  
**Prince George's County - Season 2019**

The community of \_\_\_\_\_, located in Prince George's County, applies to be included in the cooperative mosquito control program for the 2019 season. **The undersigned community representative agrees to notify all community members of the community's participation in the mosquito control program, Mosquito Control Program Information, Policy on Objection to Adult Mosquito Control Services, and the night of the week they may be sprayed.** (The community will provide a copy of the exemption policy and form to those desiring to be excluded from the ULV spray program.) The community agrees to allow access by MDA personnel to conduct mosquito control activities<sup>1</sup>. The community agrees to assist mosquito control efforts by promoting good land use planning and community clean-ups to reduce areas of stagnant water that provide habitat for larval mosquitoes.

**Community Appropriation Amount**  
(See letter for suggested appropriation)

\$ \_\_\_\_\_

**Community Representative**

Name: \_\_\_\_\_

Address \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Method of notifying community: \_\_\_\_\_

\_\_\_\_\_  
Signature (Community Representative)

\*\*\*I have read and understand the Mosquito Control Program Information and the Adult Mosquito Control Objection Policy. I will inform all residents of these Policies by using the method I have indicated above\*\*\*

**Please Choose One:**

- ☐ A map of your community on which the boundaries and all roads to be included in the spray program have been clearly marked is attached.
- ☐ A community map is on file with the mosquito control office from the **2018** season and the community boundaries have not changed.

**\*\*\*In the event of unscheduled spray activities in your community, our office will notify you via email. On the line below, please provide the email address for the point of contact responsible for notifying the members of your community that may be impacted.\*\*\***

<sup>1</sup>For information on mosquito control activities please refer to the attached "Mosquito Control Program Information" or visit our website [http://mda.maryland.gov/plants-pests/Pages/mosquito\\_control.aspx](http://mda.maryland.gov/plants-pests/Pages/mosquito_control.aspx)

**MUTUAL EXCLUSION CLAUSE:** This agreement can be ended by either MDA or the above named community at any time.

<IMPORTANT - SEE OTHER SIDE>

## City Council Agenda Item Report

Meeting Date: April 23, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

---

### **Subject:**

Draft Letter to Congressional Delegation on Deferred Enforced Departure Immigration Issue

### **Suggested Action:**

Reference: Draft Letter

At the April 8 Council meeting, Council member Byrd request that the Council send a letter to the Congressional Delegation on deferred enforcement departure immigration issue. Council discussed this and there was a consensus that Mr. Byrd drafts a letter to be on the April 23 consent agenda.

### **Attachments:**

[Draft Letter, 04222019.pdf](#)

April 22, 2019

Leader Hoyer and Senators Cardin and Van Hollen:

The Greenbelt City Council would like you to know that we support Congressional action to grant permanent status to Liberians who have lived in the United States lawfully since at least 2002. We are particularly concerned about the status of a Greenbelt resident -- Ms. Afomu Kelley -- who could be affected by the current administration's policy decisions regarding this population.

Ms. Kelley is a 40-year-old oncology nurse. Her ancestors were enslaved in the U.S, and, in the 1800s, they were among a group of former slaves that was moved to Liberia to solve the "problem" of black and white people living alongside each other. To be clear, Ms. Kelley is in the United States lawfully -- she was eleven years old when she left Liberia at the beginning of a civil war in 1990 to come to America, and she is protected under a Liberian immigration protection program first supported by Presidents George H.W. Bush and Bill Clinton. She has never gone back. She grew up in the U.S. And she has an American accent. In short, she doesn't feel like an immigrant. Moreover, any country other than America would feel more like a foreign land to her.

Ms. Kelley also lives with her daughters, ages 9 and 11, and, about the prospect of being deported, she has said, "It is cruel to tell me that I have to go back to a place that I don't know. I don't even know the street I lived on. But I can tell you every diner between here and New Hampshire."

As a general matter, we oppose federal proposals that seek to deport refugees who are here simply because of drastic conditions in their home countries, and we support our resident, Ms. Afomu Kelley. Accordingly, we kindly ask that Congress do what it can to help keep her and others who are similarly situated from being deported.

Thank you for your attention to this matter.

Sincerely,

Emmett V. Jordan  
Mayor  
City of Greenbelt

## City Council Agenda Item Report

Meeting Date: April 23, 2019

Submitted by: Bonita Anderson

Submitting Department: Greenbelt Police

Item Type: OTHER BUSINESS

Agenda Section:

---

### **Subject:**

\*Complus Data Innovations Parking Ticket Management System Agreement

### **Suggested Action:**

Reference:

Parking Ticket Management System Agreement

Current Contract Proposal

2013 Contract

The City has been using Complus Data Innovations (Complus) as our Parking Citation vendor for over 12 years. They supply us with the handheld ticket writers, computer and program to track citations, track cars that have been booted, allow and manage for online parking citation payments, flagging of registrations through the Motor Vehicle Administration (MVA), and send out past due notices on our unpaid traffic citations. Through the years, the City has developed a good working relationship with Complus and staff recommends we continue this relationship in renewing the proposed contract. The terms of the old and new contracts are essentially the same with the exception of upgraded technology.

### **Attachments:**

[Parking Ticket Management System Agreement.pdf](#)

[Current Contract Proposal.pdf](#)

[2013 Contract](#)

AGREEMENT BY AND BETWEEN  
Greenbelt, MD (CLIENT)  
AND  
COMPLUS DATA INNOVATIONS, INC. (COMPLUS)

**FASTTRACK™ SERVICES AGREEMENT**

This **FastTrack™ Services Agreement** (this "Agreement") is made and entered into on \_\_\_\_\_ by and between Complus Data Innovations, Inc. ("COMPLUS"), with offices at 120 White Plains Road , Tarrytown, New York 10591, and Greenbelt, MD ("CLIENT"), with offices at 15 Crescent Road, Greenbelt, Maryland, 20770.

RECITALS

WHEREAS, COMPLUS is the developer and provider of the **FastTrack™** Parking Ticket Management System, a password-protected software application for the processing of parking tickets and permit payments that COMPLUS makes available for client use through a network connection ("**FastTrack™**");

- WHEREAS, COMPLUS is a provider of certain Equipment related to parking ticket processing;
- WHEREAS, COMPLUS is the developer and provider of certain Software related to the Equipment; and
- WHEREAS, CLIENT desires to access and use **FastTrack™** and use the Equipment and related Software.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Access Rights to **FastTrack™**.

- (a) Subject to and conditioned on CLIENT's compliance with the terms and conditions of this Agreement, COMPLUS hereby authorizes CLIENT to access and use **FastTrack™** through the Client Portal during the Term, solely in connection with CLIENT's business. **FastTrack™** is authorized for use and is not sold to CLIENT. CLIENT acknowledges that **FastTrack™** is the sole property of COMPLUS and that nothing in this Agreement grants any right, title or interest in or to (including any license under) any intellectual property rights in or relating to **FastTrack™**, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to **FastTrack™** are and will remain with COMPLUS, including any changes, modifications or enhancements to **FastTrack™** that are requested by CLIENT during the Term.



- (b) COMPLUS shall use commercially reasonable efforts to provide CLIENT the services described on Schedule I of this Agreement in accordance with the terms and conditions hereof, including services related to hosting, managing, operating, maintaining and making **FastTrack™** available to CLIENT for remote electronic access and use by CLIENT. COMPLUS will provide CLIENT with remote access to **FastTrack™** through CLIENT's network connection to a specific Citrix-based portal (the "Client Portal"). The Client Portal may only be installed on a limited number of authorized machines as indicated on Schedule I of this Agreement ("Authorized Machines"). COMPLUS shall use commercially reasonable efforts to provide access to **FastTrack™** 23 1/2 hours per day, seven days a week. Notwithstanding the foregoing, **FastTrack™** will be unavailable daily from 2:00 a.m. until 2:30 a.m. Eastern Time due to daily maintenance. COMPLUS will not be responsible for any downtime arising in connection with the Internet service providers, utilities companies and/or CLIENT's internal network.
- (c) Use of the Client Portal is subject to the terms of this Agreement. Access to the Client Portal is for the sole purpose of providing CLIENT access to **FastTrack™**. Within the Client Portal, CLIENT may create user specific accounts ("User Accounts") for the individuals authorized by CLIENT to use **FastTrack™** through the Client Portal ("Authorized Users"). The number of Authorized Users that may access **FastTrack™** through the Client Portal at any one time shall be limited to the specific number of licensed **FastTrack™** sessions set forth on Schedule I of this Agreement ("Sessions").
- (d) CLIENT shall (i) be responsible for creating and managing User Accounts for the Authorized Users, (ii) be responsible for ensuring that all Authorized Users comply with the terms and conditions of this Agreement, (iii) be responsible for the accuracy, quality and legality of Client Data and the means by which CLIENT acquires Client Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Client Portal or **FastTrack™**, and notify COMPLUS promptly of any such unauthorized access or use and (v) use **FastTrack™** only in accordance with the terms of this Agreement and all applicable laws and government regulations.

## 2. Equipment and Software.

- (a) COMPLUS will provide to CLIENT all handhelds, phones or printers and other equipment (collectively, the "Equipment") and the associated pre-installed COMPLUS proprietary ticket issuance software ("Software"), each as listed on Schedule I of this Agreement. Subject to and conditioned on CLIENT's compliance with the terms and conditions of this Agreement, COMPLUS hereby grants CLIENT a limited license to use the Software during the Term, solely in connection with CLIENT's use of the Equipment and **FastTrack™** and solely in connection with CLIENT's business. CLIENT acknowledges that the Equipment and the Software are the sole property of COMPLUS and that nothing in this Agreement grants any right, title or interest in or to (except for the limited license granted in this Section 2(a)) any intellectual property rights in or relating to the Equipment or the Software, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Equipment and the Software are and will remain with COMPLUS, including any changes, modifications or enhancements to the Equipment or the Software that are requested by CLIENT during the Term.



- (b) Upon receipt, CLIENT shall promptly acknowledge, on the form attached as Exhibit A, receipt of all such Equipment and Software and that such Equipment and Software are in good working order. CLIENT acknowledges that the Equipment and the Software are the property of COMPLUS, and CLIENT agrees to exercise reasonable care of the Equipment and the Software while such Equipment and Software are in CLIENT's possession.
- (c) COMPLUS will be responsible for the maintenance and repairs of the Equipment resulting from normal use. Repairs, which in the reasonable opinion of COMPLUS are required as a result of an accident, neglect or misuse of the Equipment (including, without limitation, a repair arising from or in connection with the use by CLIENT of software other than the Software provided by COMPLUS and/or use of the Equipment by CLIENT other than in connection with **FastTrack™**) shall be made at the sole expense of CLIENT. All costs and expenses related to the repair or replacement of the Equipment that is required as the result of an accident, neglect or misuse will be billed to CLIENT. This includes, but is not limited to, the actual cost of the repair or replacement of the Equipment, along with shipping expenses, travel expenses and labor costs (each, if required). Travel expenses, if required, must be pre-approved by CLIENT before repairs will be scheduled.
- (d) CLIENT shall (i) be responsible for ensuring that all CLIENT users of the Equipment and the Software comply with the terms and conditions of this Agreement, (ii) be responsible for the accuracy, quality and legality of Client Data and the means by which CLIENT acquires Client Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Equipment and the Software, and notify COMPLUS promptly of any such unauthorized access or use and (iv) use the Equipment and the Software only in accordance with the terms of this Agreement and all applicable laws and government regulations.

**3. Authorization Limitations and Restrictions.** CLIENT shall not, and shall not permit any other person to, access or use **FastTrack™**, the Equipment or the Software except as expressly permitted by this Agreement. All rights not expressly authorized or granted to CLIENT by this Agreement are reserved for COMPLUS. For purposes of clarity and without limiting the generality of the foregoing, CLIENT shall not, except as this Agreement expressly permits:

- (a) copy, modify or create derivative works or improvements of **FastTrack™** or the Software;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available **FastTrack™** or the Software to any person, including on or in connection with the Internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of **FastTrack™** or the Software, in whole or in part;
- (d) bypass or breach any security device or protection used by **FastTrack™** or the Software or access or use **FastTrack™** other than by an Authorized User through the use of his or her own then valid User Account;
- (e) input, upload, transmit or otherwise provide to or through **FastTrack™** or the Software, any information or materials that are unlawful or injurious or contain, transmit or activate any harmful code;
- (f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner



**FastTrack™**, the Software or COMPLUS' provision of services to any third party, in whole or in part;

- (g) remove, delete, alter or obscure any trademarks, specifications, documentation, EULA, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from **FastTrack™**, the Equipment or the Software;
- (h) access or use **FastTrack™**, the Equipment or the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the data of any other COMPLUS client) or that violates any applicable law;
- (i) access or use **FastTrack™** or the Software for purposes of competitive analysis of **FastTrack™** or the Software, the development, provision or use of a competing software service or product or any other purpose that is to COMPLUS' detriment or commercial disadvantage; or
- (j) otherwise access or use **FastTrack™**, the Equipment or the Software beyond the scope of the authorization granted under this Agreement.

4. Equipment Repairs; Software Modifications. Repairs to the Equipment or re-installation and/or modification of the Software, which are required as a result of changes, modifications or enhancements made by or on behalf of CLIENT, shall be made at the sole expense of CLIENT. This includes, but is not limited to, the actual cost of the repair or replacement of such Equipment, along with shipping expenses, travel expenses and labor costs (each, if required). Travel expenses, if required, must be pre-approved by CLIENT before repairs will be scheduled.

5. Additional Services. Additional services requested by CLIENT that are not described in this Agreement must be submitted in writing by CLIENT to COMPLUS. COMPLUS will prepare a statement of work along with a detailed cost estimate to be approved in writing by CLIENT prior to the implementation of said changes or additions. This includes, but is not limited to, requests for additional Equipment, installation of additional Sessions, CLIENT requested changes, modifications or enhancement to **FastTrack™** or the Software or changes, modifications or enhancements and/or relocation of the Equipment or the Client Portal.

6. Exclusive Provider; Responsibilities. CLIENT will use COMPLUS as its exclusive provider for the processing of parking tickets. CLIENT will be responsible for (i) the entry of all handwritten parking tickets into the Client Portal, unless otherwise set forth on Schedule I of this Agreement, (ii) all other non-processing functions related to parking tickets, including the updating and disposition of parking tickets and (iii) the accuracy of the information and Client Data related to such tickets. For the avoidance of doubt, COMPLUS shall not be responsible or liable for the validity or accuracy of any Client Data or information provided to COMPLUS by CLIENT, including, without limitation, the information on the parking tickets.



7. Compliance with Laws and Regulations. COMPLUS agrees to maintain **FastTrack™** to conform in all material respects to all federal, state and local laws and regulations. COMPLUS shall use commercially reasonable efforts to perform nightly tape backups and to mirror its data center off-site for disaster recovery purposes.

8. Reporting.

- (a) COMPLUS will use commercially reasonable efforts to furnish CLIENT with or provide CLIENT access to digital copies of the following reports on a monthly basis:
  - Aging of Account Receivables;
  - Officer and PEO Performance Reports;
  - Detail of Outstanding Tickets;
  - Year to Date Paid Summary Report.
- (b) To the extent CLIENT desires additional reporting beyond the reports described in Section 8(a), CLIENT must submit a written request to COMPLUS describing CLIENT's additional reporting needs. COMPLUS will use good faith efforts to evaluate such request and, if applicable, will prepare a statement of work that will include what reporting/report(s) may be provided by COMPLUS, a cost estimate for any work required to create or implement such reporting/report(s) and an estimated schedule to perform such work. CLIENT must approve each such statement of work in writing prior to any work commencing to create or implement such reporting/report(s).
- (c) If requested by CLIENT, COMPLUS will prepare all Delinquent Notices and Notice of Violations for outstanding tickets issued to vehicles bearing State of Maryland plates and out-of-state plates (to the extent allowed by each state's DMV) to the last known registered owner(s). CLIENT will be responsible for postage of such notices. COMPLUS shall prepare and CLIENT shall approve any and all language contained in such notices. State agency approval will also be obtained where applicable. Such notices shall comply with state rules and regulations in all material respects.

9. Training; Support. Throughout the Term, COMPLUS will provide training at CLIENT's offices for **FastTrack™**, the Equipment and the Software. COMPLUS will provide reference manuals describing the features and operations of **FastTrack™**, the Equipment and the Software. COMPLUS will provide updates to the system as they become available. Throughout the Term, COMPLUS will provide support assistance from field supervisors and by telephone at no charge to CLIENT during the hours of 8:30 a.m. to 5:00 p.m. (Eastern Time) Monday through Friday (with the exception of all state and nationally recognized holidays).

10. Indemnity.

- (a) CLIENT agrees to indemnify, defend and hold harmless COMPLUS, its officers, agents and employees, from any claims, controversies, lawsuits, liabilities or expenses incurred by or brought against COMPLUS by third parties in any way related to COMPLUS' service and/or this Agreement, except where said claims,



controversies or lawsuits are the result of the gross negligence or willful misconduct on the part of COMPLUS. This provision shall survive the termination of this Agreement.

- (b) COMPLUS agrees to indemnify, defend and hold harmless CLIENT, its officers, agents and employees from any claims, controversies, lawsuits, liabilities or expenses incurred by or brought against CLIENT by third parties in any way related to COMPLUS' gross negligence or willful misconduct in the performance of its services under this Agreement. This provision shall survive the termination of this Agreement.

11. **Fees.** CLIENT agrees to the fee schedule set forth on Schedule II of this Agreement, for the use of **FastTrack™**, the Equipment and the Software. Invoices will be submitted on a monthly basis, payable within thirty (30) days upon receipt.

12. **Payment Processing.** COMPLUS uses Parking Ticket Payment, LLC for all online credit card processing. Parking Ticket Payment, LLC is a Level 1 Service Provider solely dedicated to providing a method to collect online payments for all of COMPLUS' clients. COMPLUS shall not be responsible or liable for the security of cardholder data that is processed and transmitted through the Parking Ticket Payment, LLC web sites on CLIENT's behalf and for maintaining all applicable PCI DSS requirements.

13. Upon the execution by both parties of this Agreement, a ninety (90) day period for the implementation of the services described on Schedule 1 shall commence. This Agreement will remain in effect for a period of three (3) years beginning on the earlier of (i) the date on which the implementation of the Services is complete or (ii) the end of the ninety (90) day implementation period (such date, the "**Effective Date**", and such three (3) year term, the "**Initial Term**"). On the third (3rd) anniversary of the Effective Date, and on each anniversary date thereafter, this Agreement will automatically renew for a one (1) year period upon the same terms and conditions (the "**Renewal Term**") (the Initial Term and each Renewal Term collectively, the "**Term**"). If either CLIENT or COMPLUS does not wish for any such renewal, such party must notify the other party in writing of its intention not to renew this Agreement no later than ninety (90) days prior to any such anniversary date, in which case this Agreement shall terminate on such anniversary date. In the event of termination, CLIENT will return to COMPLUS within ten (10) days of the termination of this Agreement all Equipment, peripherals, manuals and all other materials provided to CLIENT by COMPLUS, all of which shall be returned to COMPLUS in good working order. In the event of termination, and provided that there are no outstanding invoices and CLIENT has returned all equipment in good working order, CLIENT will be provided with, at no cost, a computer database containing parking ticket information compiled for CLIENT by COMPLUS during the Term.

14. **Proprietary Rights**



COMPLUS\_Greenbelt, MD\_2019

- (a) All right, title and interest in and to **FastTrack™**, the Equipment and the Software, including all intellectual property rights therein, are and will remain with COMPLUS. CLIENT has no right, license or authorization with respect to **FastTrack™**, the Equipment or the Software, except as expressly set forth in Section 1(a) or Section 2 of this Agreement. All other rights in and to **FastTrack™**, the Equipment or the Software are expressly reserved by COMPLUS.
- (b) As between CLIENT and COMPLUS, CLIENT is and will remain the sole and exclusive owner of all right, title and interest in and to all Client Data, including all intellectual property rights relating thereto, subject to the rights and permissions granted in Section 14(c).
- (c) CLIENT hereby irrevocably grants all such rights and permissions in or relating to Client Data: (i) to COMPLUS and COMPLUS' employees, agents or independent contractors as are necessary or useful to provide **FastTrack™**, the Equipment or the Software and (ii) to COMPLUS as are necessary or useful to enforce this Agreement or to exercise its rights and perform its obligations under this Agreement.

#### 15. Confidentiality of Information.

- (a) Each of COMPLUS and CLIENT agrees to comply with state and federal regulations regarding the confidentiality of information. Each of COMPLUS and CLIENT further agrees that, except as otherwise expressly provided herein, the information provided by CLIENT and/or the DMV, including the names and addresses and associated information of persons and entities that have received tickets ("**Client Data**"), shall remain confidential and shall not be sold or shared with any other non-party, company or entity for any purpose, including, but not limited to, marketing, sales, solicitations, collection agencies and/or credit bureaus. This Section 15 shall survive the termination of this Agreement.
- (b) As used herein, "Confidential Information" means all confidential information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of CLIENT shall include Client Data; Confidential Information of COMPLUS shall include **FastTrack™** and its related documentation and the Software; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs and business processes disclosed by the Disclosing Party to the Receiving Party. Confidential Information (other than Client Data) shall not include information that (i) is or becomes generally known by the public without breach of any obligation owed to the Disclosing Party, (ii) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement, (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality or (iv) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.
- (c) The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and agrees (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such



access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

- (d) If the Receiving Party is required to disclose any Confidential Information by any law, regulation, subpoena, order, decree or decision or other process of law, the Receiving Party will provide the Disclosing Party with prior written notice and a reasonable opportunity to seek a protective order and the Receiving Party shall furnish only that portion of the Confidential Information that the Receiving Party is advised by counsel is required to be disclosed by all applicable laws and regulations.

16. Relationship of the Parties. COMPLUS is an independent contractor, and neither COMPLUS nor its staff shall be deemed to be employed by CLIENT.

17. Governing Law; Submission to Jurisdiction. This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Delaware without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in any Delaware state court located in New Castle County, Delaware. All parties to this Agreement hereby submit themselves to the jurisdiction of any such court, and agree that service of process on them in any such action, suit or proceeding may be effected by the means by which notices are to be given under this Agreement. In the event of litigation by a party hereto to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses.

18. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, email or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the parties at the addresses first set forth above or to such other person or address as a party shall notify the other in writing. Notices delivered personally, by mail or by email shall be deemed communicated as of the date of actual receipt and notices sent by courier shall be deemed communicated as of the date one (1) business day after pick-up.

19. Tax Exemption. CLIENT is a tax exempt entity under the rules of the Internal Revenue Service and will provide COMPLUS with a copy of its tax exempt status upon request.

20. Disclaimer of Warranties. ACCESS TO *FastTrack™*, THE EQUIPMENT AND ANY RELATED MATERIALS (INCLUDING THE SOFTWARE) IS PROVIDED "AS IS" AND, TO THE EXTENT PERMITTED BY LAW, COMPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND COMPLUS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A



PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, COMPLUS MAKES NO WARRANTY OF ANY KIND THAT **FastTrack™**, THE EQUIPMENT OR ANY RELATED MATERIALS (INCLUDING THE SOFTWARE) OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.

21. Limitations of Liability. Any claim that can be brought by CLIENT under or relating to this Agreement must be brought within one (1) year of the action or omission underlying such claim. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES OR LOST PROFITS OR LOST SAVINGS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY MATTER ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT OF THE FEES PAID BY CLIENT TO COMPLUS UNDER THIS AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE REMEDIES PROVIDED HEREIN ARE THE PARTIES' SOLE AND EXCLUSIVE REMEDIES.

22. Entire Agreement. This instrument contains the entire agreement between the parties as to the subject matter herein and supersedes all prior agreements, whether oral or written, between the parties hereto. This Agreement may be modified only by a written instrument signed by all the parties hereto.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

24. E-Sign Disclosure and Consent. If this Agreement is to be executed electronically, CLIENT hereby agrees as follows:

- (a) CLIENT hereby gives its affirmative consent to execute this Agreement and to receive any related records and communications electronically. By consenting, CLIENT also represents that it has full authority to execute this Agreement electronically under applicable local law and regulations, including any under any applicable municipal procurement requirements.
- (b) CLIENT may withdraw its consent to receive records and communications electronically by contacting COMPLUS in the manner described in Section 18 of this Agreement. CLIENT's withdrawal of consent will cancel CLIENT's agreement to receive electronic records and communications. Withdrawal of consent to



future use of electronic signatures or receipt of records and communications electronically will not revoke electronic execution of this Agreement or any prior agreement or invalidate receipt of records in electronic format prior to such withdrawal. CLIENT may request a paper copy of any records and communications by contacting COMPLUS in the manner described in Section 18 of this Agreement.

- (c) CLIENT is responsible for providing COMPLUS with true, accurate and complete contact information, including an email address, and maintaining and updating promptly any changes in such contact information. CLIENT may update its contact information by contacting COMPLUS in the manner described in Section 18 of this Agreement.
- (d) COMPLUS reserves the right, in its sole discretion, to discontinue the provision of electronic records and communications, or to terminate or change the terms and conditions on which COMPLUS provides electronic records and communications. COMPLUS will provide CLIENT with notice of any such termination or change as required by law.
- (e) CLIENT acknowledges and agrees that CLIENT's consent to electronic records and communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the "Act"), and that CLIENT and COMPLUS both intend that the Act apply to the fullest extent possible to validate the parties' ability to conduct business by electronic means. CLIENT agrees that, in consenting to electronic signatures and records, CLIENT will not challenge the validity of this Agreement solely on the basis that it was executed electronically.

The signing of the enclosed copy and returning to COMPLUS will indicate CLIENT's acceptance of this Agreement, and the terms and conditions contained herein.

Accepted by:

|           |                                |               |
|-----------|--------------------------------|---------------|
|           | COMPLUS DATA INNOVATIONS, INC. | Greenbelt, MD |
| SIGNATURE |                                |               |
| NAME      | Ariel Kunar                    |               |
| TITLE     | Chief Executive Officer        |               |
| DATE      |                                |               |



COMPLUS\_Greenbelt, MD\_2019

## SCHEDULE I TO THE FASTTRACK™ SERVICES AGREEMENT

### **SERVICES:**

COMPLUS shall use commercially reasonable efforts to provide CLIENT the following services:

- Hosting, managing, operating, maintaining and making **FastTrack™** available to CLIENT for remote electronic access and use by CLIENT.
- Hosted portal to support website and phone ticket payment options.
- Ongoing technical support and handheld maintenance
- System training and client support
- Nationwide registered owner name retrieval
- Generation and mailing of delinquent notices
- Electronic marks/clears

### **EQUIPMENT:**

The following Equipment and Software will be provided to CLIENT for the sole purpose of parking ticket issuance and processing.

| Name                        | QTY |
|-----------------------------|-----|
| N5Z1                        | 3   |
| N5Z1 Batteries              | 3   |
| N5Z1 Carry Case             | 3   |
| N5Z1 Screen Protector       | 3   |
| N5Z1 Strap                  | 3   |
| Data Plan (3 yrs)           | 3   |
| Laptop Software Application | 15  |
| FastTrack™ Software License | 9   |

**AUTHORIZED MACHINES:** The Client Portal may only be installed on nine (9) authorized machines.



**SCHEDULE II  
TO THE  
FASTTRACK™ SERVICES AGREEMENT**

**FEE SCHEDULE:**

| Description                                   | Fee                                |
|-----------------------------------------------|------------------------------------|
| Complus Parking Ticket Services & Collections | 15% of revenue collected           |
| Advanced Collections                          | 38% of secondary revenue collected |
| Postage                                       | Reimbursable to Complus            |
| Handheld Ticket Stock                         | Reimbursable to Complus            |
| Data Plans                                    | Included                           |

**Warning Tickets:** In the event that CLIENT elects to issue warning tickets, COMPLUS will bill CLIENT \$1.45 for each issued warning ticket issued.

**DMV Fees:** DMV Fees are paid for by COMPLUS. However, COMPLUS reserves the right to pass along to CLIENT, and CLIENT agrees to pay COMPLUS, any increases charged by the various DMV agencies to provide registered owner's names and addresses after the first (1st) year of this Agreement.

COMPLUS and its affiliates have developed and programmed **FastTrack™** and are solely responsible for its functionality, and to make any and all necessary changes to ensure it conforms to all federal, local and State of NY laws, rules and regulations, as well as any and all banking rules and regulations that pertain to all forms of credit card payment, including VISA, MASTERCARD and Discover.

**Processing Fee Schedule for Online Payments:**

- \$3.50 per parking ticket/code violation paid through COMPLUS' web interface

The term "**Processing Fee**" as referenced in this Agreement a fee paid by the end user of the online payment service for parking ticket payment and permit payment transactions.



COMPLUS may change this processing fee schedule upon no less than thirty (30) days written notice to CLIENT, and CLIENT may terminate the credit card payment provisions of this Agreement if CLIENT notifies COMPLUS in writing prior to the effective date of such fee schedule change of its election to so terminate such provisions (which termination will be effective on such effective date).

COMPLUS will be the credit card merchant for these transactions and CLIENT will only be responsible for allowing chargebacks to be withdrawn from the account in the event a cardholder requests to have the transaction reversed according to credit card rules, regulations and timetables and to allow for the chargeback fee to also be withdrawn from the account under the same rules, regulations and timetables. For chargeback transactions, any tickets that were paid for said transactions will be reinstated in **FastTrack™** and become subject to further collection efforts.

Equipment Fees:

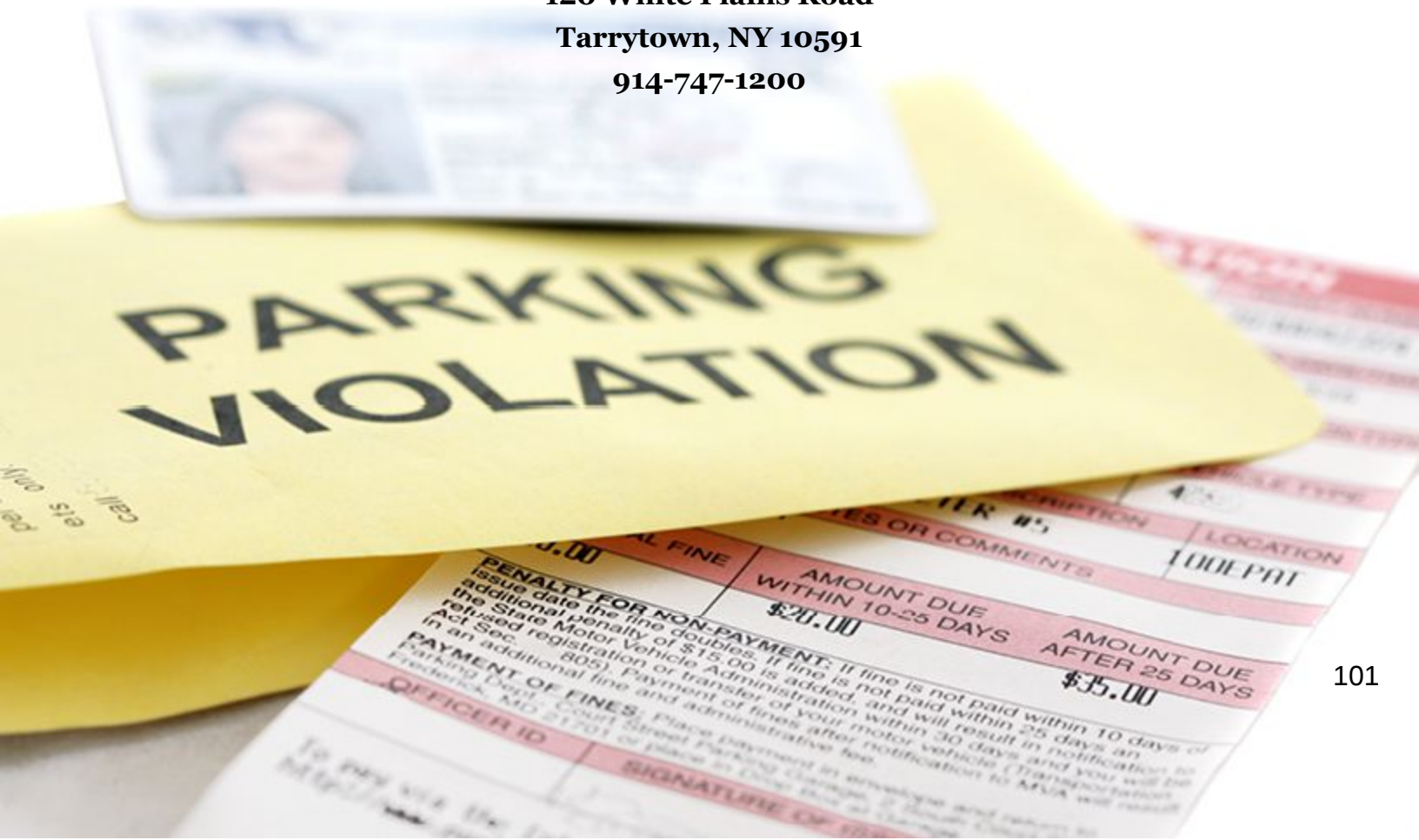
Any handheld ticket writer that is lost/stolen is the sole responsibility of the CLIENT and will be billed at a cost of \$3,500 per unit.





# Parking Ticket Management Services for the City of Greenbelt, MD

Submitted by:  
Complus Data Innovations, Inc.  
120 White Plains Road  
Tarrytown, NY 10591  
914-747-1200



March 21, 2019

Sergeant Tim White  
Greenbelt, MD  
550 Crescent Road  
Greenbelt, Maryland 20770

Sgt. White,

Complus Data Innovations, Inc. (Complus) is pleased to present our proposal to the City of Greenbelt ("City") for Parking Ticket Management Services. As a valued client for over twelve years, we appreciate the opportunity to continue providing products and services to carry out a successful parking program.

Complus is embarking on its most innovative year yet. We have several projects and advancements in active development that will revamp the parking ticket management experience for the City. With a renewed contract, Complus offers an upgrade to our robust N5Z1 Scan handheld ticket writers. These devices upload tickets in real-time and support data integration with third-party parking vendors such as meters and pay-to-park apps. Complus also proposes our user-friendly laptop software which offers the convenience of issuing tickets directly from an officer's vehicle, with many automations for smoother enforcement.

Complus is also offering several advanced services to boost collections and supply a comprehensive solution for the City. Our Ordinance Module in the **FastTrack**™ database can help manage the City's Animal Control tickets. Complus can also facilitate the transfer of parking tickets to a secondary collection agency for increased revenue on older, outstanding violations.

We value the City's business and are confident that your expectations will be exceeded through technology upgrades and our upcoming developments. The services provided by Complus comply with all applicable laws and this proposal is valid for ninety (90) days from March 21, 2019. We thank you for the opportunity to continue providing services and we welcome upcoming discussion on how to best serve your needs.

Sincerely,

Eleonore Adkins  
Vice President - Client Success  
eleonorea@complusdata.com  
914-747-1200 ext. 236

## Executive Summary



### Company Background

Complus Data Innovations, Inc. (Complus) was founded in 1986, and over 32 years later is still changing the way parking is managed. Our corporation provides tailored and effective parking ticket management solutions to government, collegiate and airport clients across the country with innovative technology, effective management tools, and exemplary customer service. Complus now offers over 200 clients across 25 states, customized and comprehensive tools to manage parking ticket operations.

### Unparalleled Experience

We have implemented successful parking ticket management programs for 16 locations across the State of Maryland, including 7 in Prince George's County, of which many have a scope of functionality similar to Greenbelt. Complus has a working knowledge of the Maryland Law in regard to enforcing parking violations. We also maintain an active relationship with the Maryland DMV, spanning over 20 years, allowing us to maximize collections on outstanding tickets through registered owner name retrievals and registration holds.

### Upcoming Developments

Complus is embarking on its most innovative year since inception. In 2019, we plan to release a number of new products and services – including an entirely **web-based platform!** Client users will be able to access the system from a web browser on any mobile device with an internet connection. This release will include many enhancements such as an account-based hierarchy, customizable permit management, and more robust and integrated reporting. This year will also mark the release of our **mobile pay-by-phone application!** This app will allow your citizens to manage their parking experience entirely from a mobile device and can completely change the parker experience in Greenbelt!

Finally, Complus is in the final stages of development of our **Handheld License Plate Recognition (LPR)** technology. With software directly integrated with the handheld device, officers can scan license plates and the unit will automatically check for all client-defined enforcement measures such as active permits, metered parking, electronic chalking, and “do not ticket” lists. This technology will be available at a fraction of the cost of traditional LPR devices. Complus is excited to offer this new technology over the coming months and we welcome the opportunity to demonstrate the capability of these offerings to Greenbelt upon release!

## Scope of Services

### Client Support Services

Exceptional service is our top priority and our dedicated team of parking professionals is ready to assist you in reaching your parking management goals. Complus is truly a collaborative effort, and we work together to achieve breakthrough results with our clients. Whatever your goal, initiative, concern, or question – we have a resource for you. The Complus service network includes:

- **Client Service Managers (CSMs)** – A team of experienced CSMs is at our client's disposal and each manager is trained to ensure account assistance is always available in a timely and professional manner.
- **IT Technicians** – Also known as the “Help Desk”, these support specialists are trained to diagnose and effectively resolve all technical issues.
- **Client Support Department (CSD)** - Efficient, courteous, and detail oriented, members of the CSD handle all back-office processing services.
- **Client Success** - A resource for discussing goals and initiatives, our success team examines strategies for increased issuance and revenue, releases company announcements, and executes contracts/renewals.
- **Operation Associates** – Integral to “behind the scenes” support, operation responsibilities include liaising with various DMV entities, overseeing automated services, and providing reporting expertise.
- **Executive Leadership** – Complus executives are always on hand to lend expertise and higher level direction when needed.

We offer a myriad of support services to resolve issues and answer questions effectively and professionally. Options include:

- **Call Support** – Your employees have access to live client service assistance between the hours of 8:30 AM and 5:00 PM, Monday through Friday, Eastern Time, with after hours emergency support for critical technical issues.
- **Go to Assist** – An invaluable live troubleshooting tool, this application allows our service professionals to remotely see actual error messages, and guide users step-by-step through problem resolution.
- **Client Visits** – Complus professionals are available for onsite service reviews and recommendations, ongoing training, and advanced problem resolution.

## Customer Inquiries

Service is the core of the Complus business model and we offer public resources to answer questions regarding how to use online services and troubleshoot ticket issues. We offer these assistance services to ensure a pleasant and smooth customer experience and maintain a positive community image for our clients.

- **Webmaster** - an online customer service tool where customers email technical support questions related to the online payment or appeal of a ticket to the Webmaster, and a Complus team member will respond within two business days.
- **IVR Payment Line** - customers can access recorded information regarding payment option, contesting instructions, and other unique client information. Information can be accessed in English or Spanish.

## Training

A system is much more lucrative when you know how to use it. A top priority of our team is client comprehension. We want our clients to understand all of the capabilities the **FastTrack™** system and the handheld ticket writers have to offer so that revenue can be maximized. Complus team members provide all necessary training for user success on both types of software. Through client feedback, research and regular system checks, we continue to augment our technology and train our clients cohesively to achieve optimal results.

Complus provides training at no additional charge throughout the term of the contract. Onsite training includes a combination of classroom based preparation for all users to facilitate learning and foster future independence for system use. Additionally, we offer “in the field” sessions for handheld operators to get practical, scenario-based training. We supply all users with training manuals and updates are provided as new enhancements are released. As always, Complus is available for questions and clarification.



## FastTrack™ Management Software

The core of Complus software functions, the **FastTrack™** program is comprised of several modules that target specific stages in the ticket life cycle. Every processing action is recorded and stored within this one centralized database - users can easily retrieve ticket information, cross-reference data, and monitor enforcement statistics.



**Ticket Management:** The main pillar of **FastTrack™**, this module provides a database for essentially all ticketing functions. Within **FastTrack™**, users can enter, track, and update ticket information. Complus recognizes the potential overlap of many parking-related decisions. **FastTrack™**, makes it simple to cross-reference data within different modules of the system. For example, while querying a ticket number, a user can reference LPN history and use this data toward decision making. A few of our other popular features include automated fine escalation, audit functions, real-time processing, detailed transaction history, picture and correspondence review, and various query options.

**Appeal Management:** The appeal module offers the ability to enter and track ticket appeals. Users can access copies of the ticket along with handheld images of the violation, attached documents, and officer notes. Users can record hearing date information, print this schedule, and use it as the court docket. Customized letters notifying appellants receipt of their appeal can be generated directly from the appeal module. Adjudication letter templates can be created within this module to automate part of the appeals process.

**Online Appeals-** Complus clients can offer online appeals via the Complus hosted PTP website. Clients have access to manage the overall process, review individual cases, and enter dispositions that are relevant to any of the appeals that are filed. Violators can attach scanned documents, digital images, or other electronic items to their appeal file. Online appeals provide your customers a more convenient option and lessens the number of people contesting in court.



### Town of Demoland Parking Ticket System

This parking ticket system allows you to take action on parking tickets issued to you by the Town of Demoland.

To make a payment, select the first option. You will need your ticket number, the state in which your vehicle is registered, and your vehicle's license plate number to make a payment. Payments are accepted by Visa, MasterCard, Discover and PayPal. Once the payment is completed successfully your ticket will be updated as paid in the Town of Demoland's database. If a valid email address is supplied a detailed receipt will be emailed.

A \$3.50 per ticket service charge will be assessed for tickets paid on this website. Currently the Town of Demoland requires that in order to use this payment method, all outstanding tickets associated with the vehicle must be paid.

To view an image of your parking ticket select the second option. You will need your ticket number to use this feature.

To submit a parking ticket appeal, select the third option below. You will need your ticket number to use this feature. This website will accept your appeal information and send it to the Town of Demoland on your behalf and you will receive an email confirmation once your appeal request has been sent if a valid email address is supplied. There is no service charge to submit an appeal.

By continuing, you are agreeing to the Terms & Conditions below:

I would like to pay my parking tickets.

I would like to view my parking tickets.

I would like to appeal my parking tickets.

**Correspondence:** Working together, we design all required correspondence that meet your specific needs, ranging from wording and formatting to including your City seal to ensure continuity. These customized templates are then readily available for users to print directly from **FastTrack™** with the ability to add free-form comments when needed.

**Boot and Tow Program:** The boot and tow module of **FastTrack™** is designed to help manage vehicle immobilization activity associated with outstanding parking violations. With the ability to maintain authorized tow companies, lot locations, boot inventory, and associated fees, the Complus Boot and Tow program provides the tools necessary to effectively manage the process from end to end, including vehicle release authorization and tracking.

**Ordinance Program:** The Ordinance Module of the **FastTrack™** system assists with processing ordinance violations, such as Animal Control tickets. Ordinances are defined by the City and can be tracked within the database. The module allows users to perform a number of processing functions, including:

- updating ticket information
- entering/modifying appeal information
- managing payments
- sending correspondence

## Industry Best Collection Practices

### Registered Owner Name Retrievals

Complus boasts extensive access to DMVs for both in-state and out-of-state retrievals. We regularly communicate with DMVs nationwide to pull accurate and current registered owner (RO) information. We firmly believe registered owner information should be mandatory and should come directly from each state's governmental agency that handles vehicle registrations. Complus does not rely on third parties to retrieve registered owner information that is often outdated. Access to registration information is crucial to collections and we are proud to offer the **most extensive in-state and out-of-state registration program in the industry!**

### Maryland's Motor Vehicle Administration (MVA)



Complus has been interacting with Maryland's Motor Vehicle Administration for over 20 years to process registered owner information requests.

---

### Processing of MVA Flags

To discourage repeat offenders and increase collection rates, we actively interface with the MVA and process vehicle registration holds (flagging) on behalf of our Maryland client base. For all State of Maryland violators who have any unpaid parking tickets to a specific MD client, Complus will notify the MVA to flag the vehicle owner's registration for non-renewal until these tickets are paid. A release of the flag is electronically transmitted to the MVA once payment(s) are received.

## Noticing

Noticing is a major driving force behind collections. With over 32 years of experience, Complus produces straightforward notices with wording and structure that has proven to entice timely payments. Working with you, we will develop delinquent notices that adhere to local and state regulations and that represent Greenbelt, consistent with the City's mission and image.

*Customized Scheduling* – Greenbelt controls the noticing schedule.

*Automatic Generation* – No client initiation is required.

*Timely Delivery* – Notices are run and delivered on the same day.

*RO Precision* - Registrant data is regularly refreshed for updated information against DMV records

**PARKING VIOLATION NOTICE**

City of Greenbelt, Maryland  
Department of Public Works  
Parking Management Services

Vehicle ID: 10000000000000000000  
Violation ID: 10000000000000000000  
Fine: \$100.00

**Pay Online At:** [www.parkingticketpayment.com/thousandoaks](http://www.parkingticketpayment.com/thousandoaks)  
**Pay By Phone:** 1 (800) 449-2600

## Additional Noticing Capabilities

*Lessee/Renter Information Updates* - For leased or rented vehicles, Complus generates and sends the initial notice(s) to the registrant/owner. Upon receipt of the vehicle operator (lessee) information, the **FastTrack™** system allows for a change in name and address of the responsible party, and a new notice will be generated and sent to the operator.

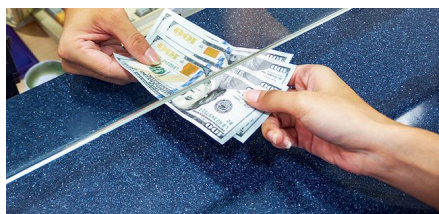
*Secondary Noticing* - Complus can provide optional secondary collection services as a more aggressive approach to outstanding violations. Complus maintains a longstanding partnership with Capital Recovery Systems, Inc. (CRS), a company that helps clients generate revenue from older, outstanding parking tickets.



- ✓ CRS has over 20 years' experience in their sector and serves over 450 municipalities nationwide.
- ✓ Since partnering in 2013, CRS has brought in just shy of \$1M in secondary revenue for our clients!
- ✓ Complus will manage the transfer of data to CRS on your behalf - no need for client initiation!
- ✓ CRS places heavy emphasis on maintaining client reputations, leveraging their technology over aggressive outbound calling.

## Payment Processing

Complus offers an integrated payment processing and tracking system with several convenient payment options. Along with traditional payments (paid in full), **FastTrack™** supports additional payments such as partial, skeletal (ticket information not yet entered in the system) and overpayments. Checks returned for insufficient funds (NSF) can also be designated in the **FastTrack™** system. This reactivates the ticket, including penalties, which makes them eligible for a notice during the next scheduled notice run, and triggers an alert for future payments under the same LPN. Other features of the Complus payment processing system include:



### *Window Cashiering*

Complus' on-line cashiering program allows clients to process all walk-in payments on-site. The system notifies the cashier if checks are not accepted for specific accounts, license plates, or individuals.

### *Reporting and Auditing Functions*

As a client, you have access to all details of the payment process, through our auditing and reporting capabilities. Complus provides total transparency for managing payments.

- Detailed daily reconciliation reports with a number of sorts available including: drawer, operator, receipt number, and ticketnumber.
- Monthly accounts receivable report for tickets paid, unpaid, and partially paid
- **FastTrack™** contains a built-in audit trail for all cashier payments and adjustment transactions.

### *Online Payments*



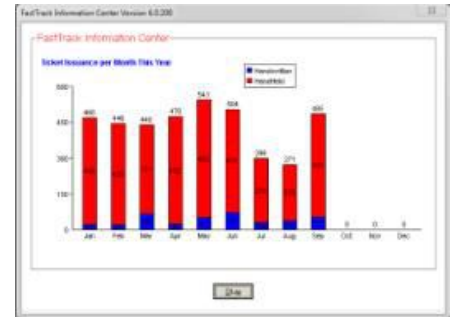
Complus hosts a secure solution to accept real-time citation payments online through our site (ParkingTicketPayment.com or "PTP") or by phone (bilingual IVR line). These payment tools allow customers to pay their outstanding citations with their credit card accounts. Greenbelt can configure the website settings to allow for payment of selected citations or require payment for all open citations. Customers have access to the photos taken at time of issuance, which helps promote payments. Upon completion of payment, a receipt is automatically generated and emailed with a listing of paid ticket numbers and amounts. All payments are posted in real time and update our **FastTrack™** database immediately. The site is both PCI compliant and secured with the latest encryption technology.

## Reporting Features

Complus reporting features are invaluable monitoring and analysis tools and yield important data for evaluating parking performance. Reports are compiled in several forms, according to client needs, to allow clients to capitalize on revenue opportunities. Want to know ticketing hot-spots, officer consistencies, or if payment incentives are working? Our reporting tools can help.

### **FastTrack™ Reports**

Authorized users can access ticket issuance and revenue dashboard reports directly through the **FastTrack™** program. Designed for quick and easy access, these standard reports use graphs and figures to provide summary and comparison information “at a glance”.



### **Auto-Generated Reports**

Complus provides several standard reports on a predetermined monthly, weekly, or daily schedule. An important ticket management tool, these reports assist in tracking payments, noticing, permits, and appeals to facilitate improved efficiency and revenue. Initial report templates are created specific to your individual needs. These reports are then produced at scheduled intervals and emailed directly to an appropriate staff member.

### **Handheld Reporting Utility**

This reporting utility can assist with monitoring ticket issuance and analyzing enforcement operations. Reports help chart issuance patterns relevant to date, location, officer, and violation. They can be used to assist supervisors in monitoring individual officer use of time and behavior and to provide an overall picture of ticket issuance for revenue and policy analysis.

## Ad Hoc Reporting Tool - Crystal Reports

For customized reports tailored specifically to your needs, Complus provides access to Crystal Reports. A popular Windows-based report writer, Crystal Reports provides real-time access to parking data and allows your employees to create and store reports as needed. Reports can be generated in a number of formats, and can be exported for further analysis.

### Complus Provided Crystal Report Templates

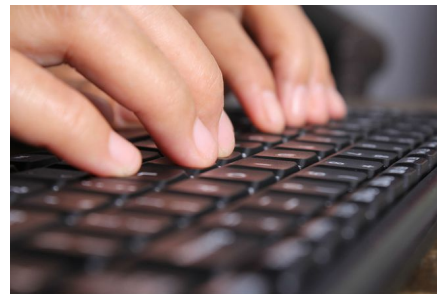
| Report Name                      | Details                                                                                   |
|----------------------------------|-------------------------------------------------------------------------------------------|
| Aging AR                         | Summary of aging account receivables                                                      |
| Payment Report                   | Batch report for parking payments by day                                                  |
| Location by Officer              | List of parking violation details per officer by location                                 |
| Officer Report MTD YTD           | Summary of parking violations for month to date and year to date per officer              |
| Outstanding Summary              | Summary of outstanding parking tickets                                                    |
| Revenue by Month                 | Monthly revenue                                                                           |
| Revenue by Month and Violation   | Monthly revenue for each violation                                                        |
| Summary of Paid Tickets          | Summary of paid parking tickets                                                           |
| Summary of Violations by Officer | Summary of parking violations by officer for violation codes                              |
| Ticket Issuance                  | Monthly ticket issuance (includes voids)                                                  |
| Violation Revenue Issued vs Paid | Number of tickets issued per violation and how many of those have been paid and dismissed |

## Enhanced Back Office Processing Services

In addition to the **FastTrack™** management modules and services previously discussed, we also offer several optional back office processing services for nominal, supplementary fees. Each is designed to help alleviate the workload of your parking office and allow your employees to dedicate their time to other goals and initiatives.

### Data Entry

As an optional service, Complus can enter all handwritten tickets on behalf of our clients. Tickets will be inputted within 48 hours of receipt and entries are reviewed to ensure accuracy.



### Lockbox and Mail-in Payment Processing

Complus can process all mail-in payments using client defined procedures. Features of this service include:

- Collection of mailed parking ticket payments at a designated post office box (excluding weekends and holidays).
- Payments are entered and processed, including opening all mail received, verifying payment amounts, updating database/computer records, and making daily bank deposits.
- A report of each day's receipts is prepared and transmitted on the following day.
- Complus retains images of all processed check payments.



### Customer Call Center

In order to assist the public directly with ticket questions, violators can have access to live customer service assistance through a nationwide, toll free number. Our representatives will follow a strict call script, approved by you.

## Handheld Programming and Units

### N5Z1 Scan Unit

Complus prides itself on providing industry-leading, handheld ticket writing technology. After careful consideration of your needs, we propose the **Two Technologies N5Z1 Scan Unit** for use in your enforcement program.

The newest in ruggedized, **one-piece technology**, features include:

- **Integrated Cell and Wi-Fi connectivity** for real-time ticket upload and connection with meter and pay-by-cell vendors
- **Integrated bar code scanner** for improved scanning ability
- **High-resolution** color photo camera taking up to six (6) images
- **Hot swap batteries** for extended battery life
- **Shock Resistant:** capable of withstanding multiple drops
- Able to **withstand harsh weather conditions**
- Ability to **print machine readable bar-coded ticket numbers** on issued ticket for faster processing
- Prints on thermal tickets that will not tear/smudge in **any** weather
- Lightweight and **user-friendly**
- **4GB RAM** memory and IP65 rated



**The N5Z1 Unit offers the convenience of an “all-in-one” handheld unit – with an integrated printer, there is no need for officers to carry additional equipment!**

## ***Handheld Support***



### **Maintenance**

For the life of the contract, maintenance, repair, and replacement of the handheld equipment will be the responsibility of Complus for normal wear and tear. This includes handhelds, printers, batteries, chargers, and cables.



### **36 Month Technology Upgrade Policy**

As part of our handheld enforcement program, Complus ensures clients are using the latest in ticket writing technology with **our unprecedented 36-month technology upgrade policy**. With each successive, consecutive 3-year contract renewal, clients may replace existing Complus enforcement equipment for new units at **no additional cost**.



### **Support**

Complus will provide full training on use and functionality of our devices. Clients are informed about any software updates and advancements. As always, our dedicated IT team is available to assist with any questions.



### **Peripherals**

As with all our handheld units, handheld peripherals such as batteries, car chargers, charger cradles, cases, screen protectors, and styluses are included at no additional cost.

## ***Ticket Issuance and Enforcement Programming***

In order to maximize ticket issuance efficiency, our units offer special features that allow officers to enter tickets quickly while in the field. Programming features include:

- Drop down menus where users can choose from client-determined preset options.
- Auto-fill option where software will auto-populate suggested information based on previous tickets.
- Location “zone” option where the locations presented in the drop down menu are specific to the zone chosen by the user.
- “Quick Ticket” feature which limits the amount of information needed to issue tickets for specific violations.

Our handheld software also offers unique capabilities for better tracking and improved overall enforcement. These include:

| <b>Function</b>                                                                      | <b>Benefit</b>                                                                                       |
|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <b>Electronically chalk tires</b> for timed parking zones                            | A more efficient method for recording and managing timed parking without defacing customer vehicles. |
| Automatic “ <b>grace</b> ” <b>period</b> for pay station time expiration             | Reduces the number of frivolous appeals due to minor timed parking infractions.                      |
| <b>Enforcement list</b> functions (E.g. Boot/Tow, Plate Permit, Do Not Ticket, etc.) | Notifies officer if plate is eligible for ticketing or other client-defined enforcement measure.     |
| <b>Multiple integrations</b> on same unit                                            | Creates a smarter, more specialized tool. Removes the need for multiple costly devices.              |
| <b>Image printing</b> on the ticket                                                  | Helps preserve the chain of evidence in disputes.                                                    |
| Public and private <b>custom notes</b>                                               | For public and internal communication.                                                               |
| Make notes regarding needed <b>meter and signage repairs</b>                         | Improves meter and sign maintenance for increased revenue and an improved customer experience.       |

## Laptop Enforcement Application - QuickTick



As an alternative for automated ticket issuance or to replace handwritten book tickets, you may be interested in QuickTick, our Laptop Enforcement Application. The software will be installed on an in-vehicle laptop to issue tickets from the convenience of an enforcement vehicle. This allows for municipalities to take full advantage and increase functionality of laptops they already own. The application can print to select in-vehicle printers.

### ***Software Features***

- Sign-in Screen for Security Purposes
- Drop Down Menus for Faster Entry
- Issue tickets from Single Screen
- Real-time Upload Capability to ***FastTrack™***
- Compares Vehicle Information against Scofflaw, Permit, and VIP Lists for Client-Defined Enforcement Procedures

## Pricing

Complus is pleased to offer our parking management services, software, and hardware for the following packages and fees. The following pricing is proposed for a three (3) year agreement.

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Fee                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| <b>Complus Parking Ticket Services &amp; Collections</b> <ul style="list-style-type: none"><li>Leasing of Three (3) TwoTechnologies N5Z1 Scan Handheld Ticket Writers + All Peripherals + Maintenance</li><li>Fifteen (15) Laptop Enforcement Software Licenses</li><li>Nine (9) <b>FastTrack</b>™ Software Licenses</li><li>Nationwide Registered Owner Name Retrieval</li><li>Electronic Marks/Clears</li><li>Generating and Mailing of Notices</li><li>IVR/Online Payments and Appeals</li><li>Training and Support for the Life of the Contract</li></ul> | <b>15%</b> of revenue collected    |
| Advanced Collections Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 38% of secondary revenue collected |
| Data Plans                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Included                           |
| Handheld Ticket Stock                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Reimbursable to Complus            |
| Postage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Reimbursable to Complus            |

### Additional Pricing Terms

- For online ticket payments, a \$3.50 per ticket convenience fee will be added to each transaction and payable to Complus.
- Pricing for additional Complus services and products can be provided upon request.

AGREEMENT BY AND BETWEEN  
THE CITY OF GREENBELT, MARYLAND (CLIENT)  
AND  
COMPLUS DATA INNOVATIONS, INC. (COMPLUS)  
DATED: JANUARY 17, 2013

This Agreement (the "Agreement") is made and entered into this 28 day of Feb., 2013 by and between Complus Data Innovations, Inc (COMPLUS), with offices at 560 White Plains Road, Tarrytown, New York 10591 and the City of Greenbelt, Maryland (CLIENT), with offices at 15 Crescent Road, Greenbelt, MD 20770 for the processing of parking tickets using the **FastTrack™** Parking Ticket Management System (**FastTrack™**). The Terms and Conditions are as follows:

1. COMPLUS will provide all equipment listed on Schedule I, attached to this Agreement. CLIENT will promptly acknowledge, on the form attached as Exhibit A, receipt of all such equipment and that such equipment is in good working order. This equipment is for the sole purpose of providing access to **FastTrack™**. The CLIENT acknowledges that this equipment is the property of COMPLUS and agrees to exercise reasonable care of said equipment while in its possession. Any handhelds that become lost or stolen will be the sole responsibility of the CLIENT and will be billed to the CLIENT at the cost of \$4,500.00 per unit. All handheld equipment listed on Schedule I will be replaced and upgraded every 36 months during the life of this Agreement, under COMPLUS' 36-month Handheld Replacement Policy.
2. COMPLUS will be responsible for the maintenance, repairs, and replacement of said equipment resulting from normal use. Repairs, which in the reasonable opinion of COMPLUS are required as a result of an accident, neglect, or misuse of the equipment (including without limitation a repair arising from or in connection with software other than software provided by COMPLUS and/or use of the equipment for other than **FastTrack™** use) shall be made at the sole expense of the CLIENT. All expenses related to the repair or replacement of equipment which is required as the result of an accident, neglect, or misuse, will be billed to CLIENT. This includes, but is not limited to, the actual cost of the repair or replacement of said equipment, along with shipping expenses, travel expenses if required, and labor costs. Travel expenses, if required, must be pre-approved by CLIENT before repairs will be scheduled.
3. Repairs to equipment and/or reinstallation and/or modification of software which are required as a result of changes or modifications made by the CLIENT, shall be made at the sole expense of the CLIENT. This includes, but is not limited to the actual cost of the repair or replacement of said equipment, along with shipping expenses, travel expenses if required, and labor costs. These costs and expenses must be pre-approved by the CLIENT and conform to CLIENT'S billing practices.

4. Additional services requested by the CLIENT that are not described in this Agreement must be submitted in writing by the CLIENT. COMPLUS will prepare a statement of work along with a detailed cost estimate to be approved in writing by the CLIENT prior to the implementation of said changes or additions. This includes, but is not limited to, requests for additional equipment, installation of additional sessions, CLIENT requested software modifications and/ or relocation of equipment.
5. COMPLUS will provide remote access to its computer via a web-based application that utilizes Citrix technology. Access time will be 22 hours per day, seven days a week. The System will be unavailable due to daily maintenance from midnight until 2:00 a.m. Eastern Time. COMPLUS will not be responsible for any downtime arising in connection with the internet service provider, Utilities Company and/or the CLIENTS' internal network.
6. The CLIENT will be responsible for the entry of all handwritten parking tickets. The CLIENT will also be responsible for all other functions including the updating and disposition of all tickets, as well as any other related on-line functions. COMPLUS shall direct that all payments be made directly to the CLIENT and that CLIENT will be responsible for all payment processing. COMPLUS is not responsible for the validity of any information provided to it, including without limitation to the information on the tickets.
7. COMPLUS will provide CLIENT with access to the computer software needed to process all parking ticket information. COMPLUS agrees to maintain **FastTrack™** and revise the software, as required, to conform to all federal, state and local laws and regulations. COMPLUS certifies that in addition to nightly tape backups, their data center is mirrored off-site for Disaster Recovery Purposes.
8. COMPLUS will furnish the CLIENT with digital copies of various reports and mailings including the following:
  - Year-to-Date Disposition of Tickets
  - Delinquent Notices for Outstanding Tickets for the State of Maryland and Out-of-State Residents
  - Final Delinquent Notices
  - Officer and PEO Performance Reports
  - Permit Reports
  - Audit Reports
  - Daily and Monthly Cash/Dismissal Reports
  - Year-to-Date Active Scofflaw Report
9. As requested by the CLIENT, COMPLUS will prepare all Delinquent Notices and Notice of Violations for outstanding tickets issued to vehicles bearing State of Maryland plates and Out-of-State plates (to the extent allowed by each State's DMV) to the last known registered owners(s). CLIENT will be responsible for postage of said notices. COMPLUS shall prepare and CLIENT shall approve any and all language contained in the notices that will be sent on behalf of CLIENT under this Agreement. State agency approval will also be obtained where applicable. Such notices shall comply with state rules and regulations.

CWC  
2/28/13

10. Throughout the term of this Agreement, COMPLUS agrees to provide on-site training for **FastTrack™**. COMPLUS will provide reference manuals describing the features and operations of **FastTrack™**. COMPLUS shall provide updates to the system as they become available. Throughout the term of this Agreement, assistance will be available from field supervisors and by telephone at no charge to the CLIENT during the hours of 8:30 AM to 5:00 PM ET, Monday through Friday (with the exception of all state and nationally recognized holidays).
11. The CLIENT agrees to indemnify and hold harmless COMPLUS, its officers, agents and employees, from any claims, controversies or lawsuits brought against COMPLUS and/or the CLIENT by third parties in any way related to COMPLUS' service and/or this Agreement; except where said claims, controversies or lawsuits are the results of negligence, gross negligence or willful misconduct on the part of COMPLUS. This provision survives the termination of this Agreement.
12. COMPLUS agrees to indemnify and hold harmless the CLIENT, its officers, agents, and employees from any claims controversies or lawsuits brought against COMPLUS and/or the CLIENT by third parties in any way related to COMPLUS' services and/or this Agreement, except where said claims, controversies or lawsuits are the results of negligence, gross negligence or willful misconduct on the part of the CLIENT. This provision survives the termination of this Agreement.
13. The CLIENT agrees to the following fee schedule for the use of **FastTrack™**. Invoices will be submitted on a monthly basis, payable within thirty (30) days upon receipt.

**FEE SCHEDULE:**

- 15% of all In-State Parking Ticket Collections on CLIENT parking ticket revenues.
- 15% of all Out-of-State Parking Ticket Collections on CLIENT parking ticket revenues.
- CLIENT will reimburse COMPLUS for postage costs on delinquent notices.

Warning Tickets: In the event that the CLIENT elects to issue warning tickets, COMPLUS will bill the CLIENT \$1.45 for each warning ticket in excess of 1% of the tickets issued during the prior calendar year.

DMV Fees are paid for by COMPLUS. However, COMPLUS reserves the right to pass along to the CLIENT, and the CLIENT agrees to pay COMPLUS, any increases charged by the various Department of Motor Vehicle agencies to provide registered owner's names and addresses after the first year of this contract.

Web-based & Phone-based Payments: COMPLUS' program allows internet-based and phone-based access to **FastTrack™** for the purpose of allowing the CLIENT's violators to review and pay their parking tickets online or over the phone via credit cards.

*[Handwritten signature]*  
CWE  
2/28/13

COMPLUS has developed and programmed the website and phone system and is solely responsible for their functionality, and to make any and all necessary changes to ensure they conform to all federal, local and State of Maryland laws and rules and regulations, as well as any and all banking rules and regulations that pertain to all forms of credit card payment, including VISA, MASTERCARD, and Discover.

Convenience Fee Schedule for Web-based & Phone-based Parking Ticket Payments

\$3.50 per parking ticket being paid via the web-based or phone-based interface

The term "Convenience Fee" as referenced in this Agreement is a fee paid by the end user/customer of the online payment service for parking ticket payment transactions.

In the event that any such change is material, COMPLUS may change this convenience fee schedule upon no less than thirty (30) days written notice to CLIENT, and CLIENT may terminate the credit card payment provisions of this Agreement if CLIENT notifies COMPLUS in writing prior to the effective date of such fee schedule change of its election to so terminate such provisions (which termination will be effective on such effective date).

COMPLUS will be the credit card merchant for these transactions and the CLIENT will only be responsible for the following:

- a. To allow chargebacks to be withdrawn from the account in the event a cardholder requests to have the transaction reversed according to credit card rules, regulations and timetables, and to allow for the chargeback fee to also be withdrawn from the account under the same rules, regulations and timetables. For chargeback transactions, any tickets that were paid for said transactions will be reinstated in **FastTrack™** and become subject to further collection efforts.

COMPLUS will send the funds from this account on a weekly basis for the transactions processed during the preceding seven days to the CLIENT.

14. The Term and Conditions of the Agreement will remain in effect for a period of THREE (3) years from the date (the "Effective Date") on which COMPLUS signs this Agreement. On the third anniversary of the Effective Date, and on each anniversary date thereafter, this Agreement will automatically renew for a one-year period upon the same terms and conditions. If either the CLIENT or COMPLUS does not wish for any such renewal, it must notify the other party in writing of its intention not to renew no later than ninety (90) days prior to any such anniversary date, in which case this Agreement shall terminate on such anniversary date. In the event of termination, CLIENT will return to COMPLUS within ten (10) days of the termination of the Agreement all handhelds and other equipment, peripherals, manuals and all other materials provided to CLIENT, all of which shall be returned to COMPLUS in good working order. In the event of termination, and providing that there are no outstanding invoices and the CLIENT has returned all equipment in good working order, the CLIENT would be provided with a computer file at no cost.

*Handwritten signature and date:*  
CWC  
2/20/13

15. Each of COMPLUS and CLIENT agrees to comply with state and federal regulations regarding the confidentiality of information. Each of COMPLUS and CLIENT further agrees that the information provided by the CLIENT and/or the DMV, including the names and addresses and associated information of persons and entities that have received tickets, shall remain confidential and shall not be sold or shared with any other non-party, company or entity for any purpose, including but not limited to marketing, sales, solicitations, collection agencies and/or credit bureaus. All information supplied by the CLIENT regarding data entered when a ticket is written is the sole property of the CLIENT. Information obtained from the various departments of motor vehicle (DMV) agencies is the property of the specific DMV and the transfer and/or use of this data is governed by the respective DMV. This paragraph shall survive termination.
16. COMPLUS is an independent contractor, and neither COMPLUS nor its staff shall be deemed to be employed by the CLIENT.
17. This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of New York without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in Westchester County, New York. All parties to this Agreement hereby submit themselves to the jurisdiction of any such court, and agree that service of process on them in any such action, suit or proceeding may be effected by the means by which notices are to be given under this Agreement. In the event of litigation by a party hereto to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and disbursements.
18. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the parties at the addresses first set forth above or to such other person or address as a party shall notify the other in writing. Notices delivered personally shall be deemed communicated as of the date of actual receipt, mailed notices shall be deemed communicated as of the date three (3) business days after mailing, and notices sent by courier shall be deemed communicated as of the date two (2) business days after pick-up.
19. CLIENT is a tax exempt entity under the rules of the Internal Revenue Service and will provide COMPLUS with a copy of its tax exempt status upon request.
20. Any claim that can be brought by the CLIENT under or relating to this Agreement must be brought within one (1) year of the action or omission underlying such claim.
21. This instrument contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the

CWC  
2/28/13

parties.

22. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

The signing of the enclosed copy and returning to COMPLUS will indicate the CLIENT'S acceptance of this Agreement, and the Terms and Conditions contained therein.

Accepted by:

COMPLUS DATA INNOVATIONS, INC.

Name: Jeff G. Grossman

Title: President

Date: 03/05/2013

CITY OF GREENBELT, MARYLAND

Name: Celia W. Craze

Title: Director, Dept. of Planning  
and Community Development

Date: 2/28/13

**SCHEDULE I**  
**TO THE**  
**AGREEMENT BY AND BETWEEN**  
**THE CITY OF GREENBELT, MARYLAND (CLIENT)**  
**AND**  
**COMPLUS DATA INNOVATIONS, INC. (COMPLUS)**

DATED: JANUARY 17, 2013

The following equipment will be provided to the CLIENT for the sole purpose of providing access to ***FastTrack™***.

- One (1) PC Workstation
- One (1) Laser Printer
- Four (4) One-piece Casio IT9000 handheld ticket writers including all necessary hardware peripherals
- Nine (9) Software licenses to COMPLUS' ***FastTrack™*** System

CWC  
2/28/13



**EXHIBIT A**  
**TO THE**  
**AGREEMENT BY AND BETWEEN**  
**THE CITY OF GREENBELT, MARYLAND (CLIENT)**  
**AND**  
**COMPLUS DATA INNOVATIONS, INC. (COMPLUS)**

DATED: JANUARY 17, 2013

The City of Greenbelt, Maryland [CLIENT] hereby acknowledges receipt of all equipment listed on Schedule 1, and that such equipment is in good working order.

Dated: \_\_\_\_\_

THE CITY OF GREENBELT, MARYLAND

By: \_\_\_\_\_

Name:

Title:

*To be completed upon receipt of equipment.*

## City Council Agenda Item Report

Meeting Date: April 23, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section:

---

**Subject:**

Meetings

**Suggested Action:**

Reconvene April 17 Closed Session:

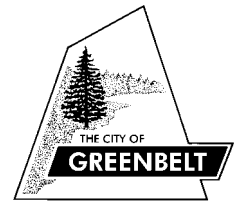
To reconvene the Closed Session the following motion is needed: I move that Council go into Closed Session in accordance with the General Provisions Article 3-305(b)(7) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland, to consult with legal counsel regarding Prince George's County School Board.

**Attachments:**

[Meetings](#)

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

4/19/2019 4:07 PM



**City Council Meetings & Work Sessions**  
**April – May**

|                                                              |        |       |                   |
|--------------------------------------------------------------|--------|-------|-------------------|
| Advisory Board Interview                                     | Tues.  | 04/23 | 7:40 pm           |
| Regular Meeting/1st Public Hearing                           | Tues.  | 04/23 | 8:00 pm           |
| Special Meeting – Closed Session, (Library), tentative       | Tues.  | 04/23 | After<br>Reg. Mtg |
| Four Cities Meeting (Greenbelt)                              | Wed.   | 04/24 | 7:30 pm           |
| Special Meeting – BW Rapid Rail Maglev Presentation Update   | Thurs. | 04/25 | 8:00 pm           |
| Budget Work Session – Recognition Groups                     | Mon.   | 04/29 | 7:00 pm           |
| Budget Work Session – Planning/Economic Development, CC      | Wed.   | 05/01 | 7:30 pm           |
| Budget Work Session – Recreation                             | Mon.   | 05/06 | 7:30 pm           |
| ACE Student Awards                                           | Wed.   | 05/08 | 7:00 pm           |
| Regular Meeting                                              | Mon.   | 05/13 | 8:00 pm           |
| Budget Work Session – Final Budget Review, CC                | Wed.   | 05/15 | 7:30 pm           |
| Budget Work Session – Green Ridge House                      | Mon.   | 05/20 | 7:30 pm           |
| Business Coffee                                              | Wed.   | 05/22 | 7:30 am           |
| Work Session – TBD, CC                                       | Wed.   | 05/22 | 8:00 pm           |
| No Meeting – City Holiday – Memorial Day                     | Mon.   | 05/27 | 8:00 pm           |
| Regular Meeting – 2nd Public Hearing/Constant Yield Tax Rate | Tues.  | 05/28 | 8:00 pm           |
| Work Session – Dog Park, CC                                  | Wed.   | 05/29 | 8:00 pm           |

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

This schedule is subject to change. For confirmation, call 301-474-8000. Regular and Special meetings and Work Sessions are open to the public. If special accommodations are required for any disabled person, please call 301-474-8000 or 301-474-3870 no later than 10 a.m. on the meeting day. Deaf individuals are advised to use MD RELAY at 711 or e-mail [banderson@greenbeltmd.gov](mailto:banderson@greenbeltmd.gov) to reach the City Clerk. Unless otherwise noted, meetings will be held in the Council Room of the Municipal Building (MB) at 25 Crescent Rd. Meetings marked "CC" will be held in the Community Center at 15 Crescent Rd., "Greenbriar" will be held in the Terrace Room at 7600 Hanover Parkway, "SHL" will be held in the Springhill Lake Recreation Center and Green Ridge House will be held at 22 Ridge Road.

Bonita Anderson, City Clerk

**A NATIONAL HISTORIC LANDMARK**

(301) 474-8000

fax (301) 441-8248  
[www.greenbeltmd.gov](http://www.greenbeltmd.gov)

MD RELAY 711

129

# CITY OF GREENBELT, MARYLAND

25 Crescent Road, Greenbelt, MD 20770-1891

4/19/2019 4:07 PM

## Ready to be scheduled:

Prince George's County Executive Alsobrooks  
State's Attorney Braveboy  
WSSC  
Forest Preserve/Community Gardens  
Sustainable Land Care Policy  
Capital Office Park  
CRAB Report – Police Community Relations  
Verizon  
Greenbelt Watershed Groups  
Cemetery Plans  
University of Maryland (2019)  
Roosevelt Center Owner  
Religious Organizations  
Beltway Plaza (stakeholder)  
NASA  
GHI – NCOZ/Arts & Entertainment District  
Greenbelt Postmaster

## For later scheduling:

Zoning Enforcement  
Parkway Apartment Owners/GHI (parking)  
Northway Fields Master Plan  
City Manager Updates (Jan, Pre-budget; July & Sept/Oct)  
Meeting with County on Transportation Plan  
Hotels  
PRAB – Buddy Attick Park Master Plan  
Forest Preserve Health Assessment

## City Council Agenda Item Report

Meeting Date: April 23, 2019

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section:

---

**Subject:**

Stakeholders

**Suggested Action:**

**Attachments:**

[Stakeholder Schedule.pdf](#)

|                                                       |       |       |       |      |  |  |  |  |  |  |  |  |  |  |
|-------------------------------------------------------|-------|-------|-------|------|--|--|--|--|--|--|--|--|--|--|
| <b>Annual</b>                                         |       |       |       |      |  |  |  |  |  |  |  |  |  |  |
| Advisory Group Chairs                                 | 3/16  | 2/17  | 7/18  |      |  |  |  |  |  |  |  |  |  |  |
| Franklin Park at Greenbelt Station Mgmt.              | 8/16  | 11/17 | 12/18 |      |  |  |  |  |  |  |  |  |  |  |
| Greenbelt East Advisory Coalition                     | 3/16  | 7/17  | 3/19  |      |  |  |  |  |  |  |  |  |  |  |
| Greenbelt Homes, Inc.                                 | 6/16  | 7/17  | 7/18  |      |  |  |  |  |  |  |  |  |  |  |
| County Executive/ County Council                      | 12/13 | 9/16  | 1/19  |      |  |  |  |  |  |  |  |  |  |  |
| <b>Biennial</b>                                       |       |       |       |      |  |  |  |  |  |  |  |  |  |  |
| Roosevelt Center Merchants                            | 11/16 | 1/18  |       |      |  |  |  |  |  |  |  |  |  |  |
| Beltsville Ag. Research Center/<br>NPS Greenbelt Park | 03/14 | 7/16  | 8/18  |      |  |  |  |  |  |  |  |  |  |  |
|                                                       | 7/15  | 1/18  |       |      |  |  |  |  |  |  |  |  |  |  |
| Beltway Plaza                                         | 9/14  | 3/17  |       |      |  |  |  |  |  |  |  |  |  |  |
| Greenway Center                                       | 7/14  | 12/16 | 2/19  |      |  |  |  |  |  |  |  |  |  |  |
| Civic Associations                                    | 8/14  | 2/18  |       |      |  |  |  |  |  |  |  |  |  |  |
| NASA/GSFC                                             | 3/15  | 3/17  |       |      |  |  |  |  |  |  |  |  |  |  |
| PG Co. Economic Development Corp.                     | 8/14  | 4/17  |       |      |  |  |  |  |  |  |  |  |  |  |
| School Board                                          | 2/16  | 5/17  | 10/18 | 3/19 |  |  |  |  |  |  |  |  |  |  |
| State Highway Administration                          | 6/15  | 10/17 |       |      |  |  |  |  |  |  |  |  |  |  |
| <b>Every Three Years</b>                              |       |       |       |      |  |  |  |  |  |  |  |  |  |  |
| Apartments                                            | 2/18  |       |       |      |  |  |  |  |  |  |  |  |  |  |
| Religious/Spiritual Organizations                     | 3/13  | 6/15  |       |      |  |  |  |  |  |  |  |  |  |  |
| Greenbelt Watershed Groups                            | 8/14  | 10/16 |       |      |  |  |  |  |  |  |  |  |  |  |
| Hotels                                                |       |       |       |      |  |  |  |  |  |  |  |  |  |  |
| University of Maryland                                | 3/13  | 4/15  |       |      |  |  |  |  |  |  |  |  |  |  |
| <b>Every Three Years or Major Issue</b>               |       |       |       |      |  |  |  |  |  |  |  |  |  |  |
| Comcast                                               | 9/13  | 11/17 |       |      |  |  |  |  |  |  |  |  |  |  |
| Verizon                                               |       |       |       |      |  |  |  |  |  |  |  |  |  |  |
| PEPCO                                                 | 9/14  | 1/17  |       |      |  |  |  |  |  |  |  |  |  |  |
| WSSC                                                  | 12/12 | 9/16  |       |      |  |  |  |  |  |  |  |  |  |  |
| WGL                                                   |       |       |       |      |  |  |  |  |  |  |  |  |  |  |
| Capital Office Park                                   | 12/12 | 1/16  |       |      |  |  |  |  |  |  |  |  |  |  |
| Other Business Parks:                                 |       |       |       |      |  |  |  |  |  |  |  |  |  |  |
| Maryland Trade Center                                 |       |       |       |      |  |  |  |  |  |  |  |  |  |  |
| Golden Triangle                                       |       |       |       |      |  |  |  |  |  |  |  |  |  |  |
| Hanover Parkway                                       |       |       |       |      |  |  |  |  |  |  |  |  |  |  |
| Belle Point                                           |       |       |       |      |  |  |  |  |  |  |  |  |  |  |
| Edmonston Road                                        |       |       |       |      |  |  |  |  |  |  |  |  |  |  |
| Hanover Parkway                                       |       |       |       |      |  |  |  |  |  |  |  |  |  |  |
| Roosevelt Center Owner                                | 9/15  |       |       |      |  |  |  |  |  |  |  |  |  |  |

|                                      |       |      |       |       |      |  |  |  |  |  |  |  |  |  |
|--------------------------------------|-------|------|-------|-------|------|--|--|--|--|--|--|--|--|--|
| WMATA/PGDPW&T (Semi-Annual)          | 11/16 | 9/17 | 11/18 |       |      |  |  |  |  |  |  |  |  |  |
| <b>Other/As Needed</b>               |       |      |       |       |      |  |  |  |  |  |  |  |  |  |
| M-NCPPC/Planning Board (Major Issue) | 6/06  | 7/14 |       |       |      |  |  |  |  |  |  |  |  |  |
| Business Coffee (Every Four Months)  | 10/17 | 2/18 | 8/18  | 11/18 | 2/19 |  |  |  |  |  |  |  |  |  |
| State's Attorney (4 years)           | 2/11  | 4/15 |       |       |      |  |  |  |  |  |  |  |  |  |

*(Rev. January 18, 2019)*