



## **CITY COUNCIL AGENDA**

**Municipal Building  
25 Crescent Road  
Council Chambers  
Monday, February 10, 2020  
8:00 PM**

### **I. ORGANIZATION**

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

### **II. COMMUNICATIONS**

6. Presentations
7. Petitions and Requests
- \*8. Minutes of Council Meetings  
Suggested Action:  
Work Session - August 29, 2018  
Work Session - November 14, 2018  
Work Session - December 4, 2019  
Work Session - January 6, 2020  
[WS180829.pdf](#)  
[WS181114.pdf](#)  
[WS191204.pdf](#)

- 8a. Statement for the Record - February 5, 2020  
Suggested Action: Statement for the Record - Closed Session, February 5, 2020: The following motion is needed: In accordance with Section 3-305(b)(1)(7) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council met in closed session on Wednesday, February 5, 2020 at 9:20 pm in the Planning Office of the Community Center. Council held this closed meeting to discuss 1) 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) legal matters.  
[Closed Session Form\\_02.05.20.pdf](#)
9. Administrative Reports
- \*10. \* Committee Reports
- \*10a. \* Advisory Planning Board Report #2020-01 (Beltway Plaza - Preliminary Plan of Subdivision)  
Suggested Action: It is recommended Council accept this report. This item appears later on this evening's agenda for Council action.  
[Advisory\\_Planning\\_Board\\_Report\\_\\_2020\\_01.pdf](#)
- \*10b. \* Park and Recreation Advisory Board Report #20-1 (Beltway Plaza Redevelopment Plan Presentation)  
[PRAB\\_Memo-\\_Beltway\\_Plaza\\_1-15-20.pdf](#)
- \*10c. \* Greenbelt Advisory Committee on Environmental Sustainability/Greenbelt Green Team Recommendation #01-2020 (Establishment of a Firefly Sanctuary)  
  
Suggested Action: It is recommended that Council accept this report.  
[Green ACES Rec 2020-01-- Firefly Sanctuary.pdf](#)
- \*10d. \*Greenbelt Advisory Committee on Trees - Report # 2020-1 (Eleanor Roosevelt Memorial Tree)  
Suggested Action: It is recommended that Council accept this report.  
[ACT\\_Report\\_2020\\_1.pdf](#)

### III. LEGISLATION

11. A RESOLUTION TO AUTHORIZE THE NEGOTIATED PURCHASE OF ACCESS CONTROL SYSTEMS FOR THE POLICE DEPARTMENT FROM LIFE SAFETY SYSTEMS OF ARBUTUS, MARYLAND AT AN ESTIMATED COST OF \$33,726.  
- 2nd Reading, Adoption  
Suggested Action:  
Reference:  
Resolution  
Access Control System Proposals

Staff met with three companies, LS System, Security 101 and Adept Industries on an electronic access control system. The system would entail an employee-specific access card with proximity readers on selected doors. The system would allow for differing levels of access for each employee, individual employee tracking, date/time entry information, remote



cancellation of employee entry privileges, as well as the ability to add employees in-house.

Additionally, the system is capable of adding additional City building as needed or funding will allow.

Included in Council's packet are quotes that staff received from all three companies.

1. Adept Industries was the highest at \$34,156.00
2. LS Systems was the second-highest \$33,726.00
3. Security 101 was the lowest at \$31,773.28

After conferring with Public Works and IT, staff agreed that LS Systems was the best company for the City's needs. Public Works has worked with the recommended firm on other projects and was satisfied with the work product. Staff is recommending that the City purchase the system and use LS Systems as the installation vendor.

At the Regular Meeting on January 27, Council member Pope introduced this Ordinance for first reading. Staff recommends this Resolution be introduced for second reading and adoption.

[Resolution.pdf](#)

[Access Control System Proposals.pdf](#)

12. A RESOLUTION TO AUTHORIZE THE NEGOTIATED PURCHASE OF PACKING, SHIPPING AND STORAGE SERVICES FOR THE MUSEUM COLLECTION FROM ELY, INC. OF FORESTVILLE AT AN ESTIMATED COST OF \$15,000.

- 2nd Reading, Adoption

Suggested Action:

Reference:

Resolution

Ely Website Pages

The FY 2019 Budget included funds to move the Greenbelt Museum's collection of furnishings, household goods and artifacts to off-site storage. The Museum Director, in consultation with the Friends of the Greenbelt Museum (FOGM) Board, identified a facility in Forestville, Ely Inc. that specializes in relocation and storage of Museum collections. Ely is a women-owned small business formed in 1998.

In October, 2019, Ely packed and moved the first half of the Museum Collection. Museum staff were very pleased with the professionalism and care demonstrated by Ely during this move.

The estimated total cost to protect, pack and transport the collection is \$7,900. These are one-time costs. The monthly storage cost is currently \$560 per month or \$6,700 per year. Because the total costs for FY 2020 will exceed \$10,000 a Resolution for Negotiated Purchase is required.

At the Regular Meeting on January 27, Council member Davis introduced this Ordinance for first reading. Staff recommends this Resolution be introduced for second reading and adoption.

[Resolution.pdf](#)  
[Ely Website Pages.pdf](#)  
[Offsite storage.pdf](#)  
[Sample Storage Areas at ELY, Inc.pdf](#)

13. A Resolution to Authorize the Negotiated Purchase of Professional Service to Undertake a Community Visioning Process from the Neighborhood Design Center at a cost of \$19,910.00.  
- 1st Reading  
Suggested Action:  
Reference:  
Resolution  
the Neighborhood Design Center Proposal

Over the last several months' staff has been working with the Neighborhood Design Center to define a community visioning process that is all-inclusive and tailored to the unique qualities and characteristics of Greenbelt. The NDC has experience working with cities and towns on visioning projects and has success with modifying its approach to meet the specific needs of the community it is serving. The NDC's proposed process is designed to build on the successes of previous visioning and planning efforts undertaken by the City and move them forward for several years. At the foundation of the NDC's proposal is community engagement. A series of six community meetings held throughout the City and open to all will seek to gain community input on a series of topics such as public safety, recreation, transportation, the environment, economic development, and social services. The NDC process will engage residents, businesses, City boards, and committees and City organizations (i.e., Homeowner Associations, faith-based organizations, etc.). The NDC will also work with City staff on identifying creative ways to engage the community throughout the process. It is anticipated that the project will take six months to complete.

The NDC's fee to complete this project is \$19,910.00.

It is recommended the Resolution be introduced for first reading.

[Resolution.pdf](#)  
[the NDC Proposal - Final.pdf](#)

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

14. Beltway Plaza Preliminary Plan of Subdivision  
Suggested Action: Reference:  
M. Porter Memorandum  
Conditions  
Preliminary Plan of Subdivision  
Illustrative Plan  
Eastern Open Space Section  
Green Space\_Open Space  
GPI Memorandum 2-6-2020  
Conceptual Site Plan MOU  
Advisory Planning Board Report #2020-1  
PRAB Memo-Beltway Plaza  
Beltway Plaza PPS Staff Report Jan. 8, 2020 Work Session

The subject Preliminary Plan of Subdivision for the redevelopment of Beltway Plaza proposes the property be divided into 55 parcels to accommodate up to 2,500 multifamily residential

units and 700,000 square feet of commercial retail space. This proposal has been presented at two (2) City Council work sessions, three (3) Advisory Planning Board meetings, and a Parks and Recreation Advisory Board meeting.

The Preliminary Plan of Subdivision was filed after a Conceptual Site Plan (CSP) was approved by the Prince George's County Planning Board on March 14, 2019. The City supported this CSP with conditions.

Staff supports a phased mixed-use redevelopment of Beltway Plaza, but has expressed concerns about the proposed Preliminary Plan of Subdivision throughout the review period.

These concerns included the impact this development would have on the local transportation network, public safety, and ensuring that the Applicant provide adequate public recreation facilities.

Staff has proposed conditions of support that address these very important issues. Staff continues to work with the Applicant to reach agreement on these conditions for support, and to address comments provided by City Council at the February 3, 2020 work session. A Prince George's County Planning Board hearing is scheduled for February 20, 2020.

Staff recommends City Council support with conditions, as listed on the attached document, the subject Preliminary Plan of Subdivision.

[M. Porter Memorandum.pdf](#)

[Conditions.pdf](#)

[Preliminary Plan of Subdivision.pdf](#)

[Illustrative Plan.pdf](#)

[Eastern Open Space Section.pdf](#)

[Green Space\\_Open Space.pdf](#)

[GPI Memorandum 2-6-2020.pdf](#)

[Conceptual Site Plan MOU](#)

[Advisory Planning Board Report #2020\\_01.pdf](#)

[PRAB Memo- Beltway Plaza 1-15-20.pdf](#)

[Beltway Plaza PPS Staff Report Jan. 8, 2020 Work Session.pdf](#)

15. State Legislation  
Suggested Action:  
Reference:  
HB 561  
SB 490  
MAYSB Fact Sheet  
SB 277  
HB 733  
SB 530  
Fiscal Note SB 530

House Bill 561/Senate Bill 315 - This legislation would allow municipalities to act as aggregators for electric power on behalf of their residents. Residents could opt-out if they wanted to choose a different provider. Delegate Healy is a co-sponsor of HB 561. The MML Legislative Committee voted to support these bills. The City has supported similar bills in prior sessions.

Staff recommends Council support HB 561/SB 315.

Senate Bill 490/House Bill 709 - This legislation would mandate State funding for Youth Service Bureaus (YSB) in the State Budget and that these funds go directly to the YSB's as long as they are matched by a local government. The bill would increase the amount of

funding to each YSB from the current \$65,000 to \$100,000. The Maryland Association of Youth Service Bureaus (MAYSB) is advocating for passage of this bill.

Staff recommends Council support SB 490/HB 709.

Senate Bill 277/House Bill 359 - This legislation known as the Clean Cars Act of 2020 would extend the Electric Vehicle Recharging Equipment Rebate Program which expires in FY 2020 until FY 2023. It would also increase the amount of rebate funding available annually from \$1.2 to \$1.8 Million.

Staff recommends Council support SB 277/HB 359.

House Bill 733/Senate Bill 526 - This legislation would establish a Private Sector Transportation Ombudsman position within the Maryland Department of Transportation. Delegates Healey and Washington are co-sponsors of HB 733.

Council direction is sought.

Senate Bill 530/House Bill 231 - This legislation would prohibit discriminatory practices in residential and real estate transactions and the sale or rental of a dwelling based on a person's source of income. Senator Pinsky and Delegate Healey are co-sponsors of this legislation.

Staff recommends Council support SB 530/HB 231.

[HB 561.pdf](#)

[SB 490.pdf](#)

[MAYSB Fact Sheet.pdf](#)

[SB 277.pdf](#)

[HB 733.pdf](#)

[SB 530.pdf](#)

[Fiscal Note SB 530.pdf](#)

- \*16. \* Protecting Community Television Act (S. 3218/H.R.5659)  
Suggested Action: Federal legislation has been introduced that would preserve local cable franchises and block the "in-kind" portion of last year's Federal Communications Commission (FCC) cable franchise order. The National League of Cities (NLC) is encouraging support of the Legislation.

Approval of this item on the consent agenda will indicate Council's support of the Protecting Community Television Act (S. 3218/H.R.5659) and direct staff to send a letter to the City's Federal Delegation.

[NLC Website Pages.pdf](#)

[S.3218.pdf](#)

- \*17. \* National Science Foundation Collaboration with Advisory Committee on Education  
Suggested Action:  
Reference: ACE Report on NSF Collaboration

The Advisory Committee on Education was recently asked to collaborate with Dr. David Whiteman of Howard University as part of an NSF geosciences grant. The grant is designed to attract underrepresented students to the geosciences, particularly atmospheric and

environmental studies. The grant will run workshops for minority undergraduates at the Beltsville campus of Howard University during the summers of 2021, 2022 and 2023.

As part of the grant, Dr. Whiteman would like to include students from Greenbelt schools to create a “Geosciences Learning Ecosystem.” Each year, two Greenbelt schools will be chosen and a group of approximately 25 students from each school will participate in an in-school learning opportunity run by the undergraduate workshop participants. Then, the Greenbelt students will attend a session of the workshop at the Beltsville campus. They will be able to see the atmospheric instruments in action and learn about career opportunities in the geosciences. With two schools per year over three years, all six Greenbelt schools will have a chance to participate in the workshop.

As a collaborator, ACE is being asked to facilitate communication and coordination between Howard University and Greenbelt schools. No city resources will be needed for this project. ACE will receive no grant funds. Our job will be simply to facilitate communication and cooperation between Greenbelt schools and the workshop.

At its January 28, 2020, meeting, ACE discussed the proposal and the committee agreed that we were willing to serve as a communication conduit for this program. ACE would like Council’s approval for its participation in this collaboration.

[ACE Report on NSF Collaboration.pdf](#)

18. Budget Work Sessions Schedule

Suggested Action:

Ms. Davis requested that this item be included on the agenda for discussion and decision of the proposed budget work session schedule.

[Proposed Budget Work Sessions Schedule.pdf](#)

19. City Councilmember City Boards and Committees Liaison Assignments

Suggested Action:

Ms. Mach requested that this item be included on the agenda. Council will review existing assignments and make any adjustments.

Current City Council Boards and Committees Liaison Assignments:

Advisory Committee on Education - Ms. Mach

Advisory Planning Board - Ms. Davis

Arts Advisory Board - Ms. Davis

Community Relations Advisory Board - Mr. Putens

Forest Preserve Advisory Board - Mr. Roberts

Greenbelt Advisory committee on Environmental Sustainability - Mayor Byrd

Park and Recreation Advisory Board - Mr. Jordan

Public Safety Advisory Committee - Ms. Pope

Senior Citizens Advisory Committee - Ms. Pope

Youth Advisory Committee - Mr. Roberts

20. Council Reports

21. Council Activities

## V. MEETINGS

### Meetings

Suggested Action:

Reference: Meetings Calendar

2020 Meeting Schedule: At the City Manager Update Work Session on January 29, Council reviewed its 2020 meeting schedule. The following changes to the 2020 meeting calendar were suggested:

Reschedule March 9 Regular Meeting to Tuesday, March 10 (Purim);  
No Work Session on Wednesday, April 8 (Passover);  
Reschedule April 13 Regular Meeting to Tuesday, April 14 (Easter Monday);  
Reschedule May 25 Regular Meeting to Tuesday, May 26 (Memorial Day);  
No Work Session on Monday, June 29 and Wednesday, July 1 (MML Annual Conference in Ocean City – June 28-July 1); and  
No Work Session on November 18 (NLC City Summit in Tampa, FL – November 18-21).

A motion is required to approve this schedule change.

Ms. Davis provided a proposed budget schedule at the February 7th Work Session for consideration on February 10th.

[meetings.pdf](#)

Stakeholders

[Stakeholder Schedule.pdf](#)

## City Council Agenda Item Report

Meeting Date: February 10, 2020

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Meeting Minutes

Agenda Section:

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**Subject:**

Minutes of Council Meetings

**Suggested Action:**

Work Session - August 29, 2018

Work Session - November 14, 2018

Work Session - December 4, 2019

Work Session - January 6, 2020

**Attachments:**

[WS180829.pdf](#)

[WS181114.pdf](#)

[WS191204.pdf](#)

[WS200106.pdf](#)

*WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, August 29, 2018, for the purpose of holding a stakeholder meeting with representatives of the Beltsville Agricultural Research Center.*

*Mayor Pro Tem Davis called the meeting to order at 8:03 p.m. It was held in the Council Room of the Municipal Building.*

*Present were Councilmembers Colin A. Byrd, Judith F. Davis, Leta M. Mach, Silke I. Pope, and Rodney M. Roberts. Mayor Emmett V. Jordan arrived at 8:20 pm. Councilmember Edward V.J. Putens was unable to attend.*

*Staff members present were Nicole Ard, City Manager; and Bonita Anderson, City Clerk.*

*Also present were Dr. Charles Onwulata, USDA Associate Director; Dr. Naomi Fukagawa, Bill Orleans, Kathleen Gallagher, Greenbelt News Review.*

*Dr. Onwulata indicated that he had been with USDA for the past four years. He also provided an overview of his professional background experience. Dr. Fukagawa indicated that she had been with USDA for the three years. She also provided an overview of her professional background experience. Dr. Onwulata gave a status update on the relocation of the Bureau of Engraving to BARC. There had been conversations with BARC to transfer 100 acres to the Bureau of Engraving to build a new facility.*

*Mr. Roberts expressed concern about the deteriorating and upkeep of the buildings at BARC. He was opposed to the farmland being transferred over to an industrial site. He stated that BARC is a beautiful place and needed to be maintained and that there were many nice buildings within BARC.*

*Ms. Davis noted that in the past there have been 500 vacant buildings. She also inquired about the repair status of the buildings, within the past two years. Dr. Onwulata noted that there were 193 buildings that were occupied out of the 500 buildings. The Bureau of Engraving will provide the funding for the building repairs and upgrade to the site. He also indicated that BARC currently didn't have the funding to renovate and repair the buildings.*

*Ms. Pope inquired about the number of active programs. Dr. Onwulata indicated that there were fifteen research centers which also include the National Arboretum and in the past, there were 400 scientists. Currently, they had 235 due to the lack of funding. It was noted that the City Council wanted to see BARC obtain their full funding from Congress to maintain the facilities.*

*Mayor Jordan inquired about the status of new initiatives with BARC. Dr. Charles mentioned that there was a request of 200 acres for the proposed MAGLEV maintain yard. BARC was waiting for a proposal request from the MAGLEV planning committee. MAGLEV will provide additional feedback to BARC for one site. BARC would provide the impact of the MAGLEV. Ms. Mach inquired that it would be a terrible thing to locate the site on BARC. Mayor Jordan noted to BARC officials that the City Council was opposed to the proposed MAGLEV project.*



*Ms. Davis inquired about the rental of the log cabins located at BARC. Dr. Onwulata indicated that the facilities were fully occupied.*

*Mr. Orleans suggested that the scientists attend the work session meetings to provide their input. He also inquired about the status of the Edmonston Road widening project. The BARC representatives were not familiar with the project. Mr. Orleans requested City and BARC opposition letters to Edmonston Road Project.*

*Informational items were discussed.*

*The meeting ended at 9:49 p.m.*

*Respectfully submitted,*

*Bonita Anderson  
City Clerk*

DRAFT

*WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, November 14, 2018, to discuss the Beltway Plaza Redevelopment.*

*Mayor Jordan started the meeting at 8:03 p.m. The meeting was held in the Community Center, Room 201.*

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

*STAFF PRESENT WERE: City Manager Nicole Ard, Planning Director Terri Hruby, City Planners Molly Porter and Judith Howerton, and Bonita Anderson, City Clerk.*

*ALSO PRESENT: Kap Kapastin, Quantum Management; Alex Villegas, Rodgers Consultant; Matthew Tedesco, Esquire; Matthew Leakan of Rodgers Consulting, Inc., Greenbelt News Review Kathleen Gallagher, members of the following advisory boards and committees: Advisory Planning Board, Park, and Recreation Advisory Board, Greenbelt Advisory Committee on Environmental Sustainability; and Bill Orleans and others.*

#### *Beltway Plaza Redevelopment*

*Mayor Jordan provided an overview of the redevelopment of the Beltway Plaza redevelopment project, he noted that the City had been engaged with Quantum Companies since 2005. In 2006, a conceptual site plan was submitted to the Maryland National Capital Park and Planning Commission (MNCPPC).*

*Mr. Tedesco provided an overview of the redevelopment project and that they're seeking feedback from City officials and the boards and committees on the Conceptual Site Plan (CSP). He noted that one change over the last 12 years had been the adoption in 2013 of the Greenbelt Metro Area and MD 193 Corridor Sector Plan, so they are now trying to work within that framework. The CSP is not required by law but is required by the Sector Plan. Mr. Tedesco indicated that they expect that within a couple of months M-NCPPC will forward the CSP to the city, at which time the developers will meet again with the City Council.*

*Ms. Porter noted in a memorandum that the 2006 CSP included 700 multifamily dwelling units at the rear of the site and 22,000 square feet of commercial space. The current proposal is mixed-use, multiphase development that includes approximately 175-250 townhouses, 875-2250 multifamily units, and 435,000- 700,000 square feet of commercial space. In addition to the redevelopment of the mall included in the draft CSP, Quantum Management also has a Master Development Plan that includes property they own on the west side of Cherrywood Lane to build townhouses.*

*Mr. Kapastin noted that Beltway Plaza was currently 95% leased and that the rear parking lot is being utilized by a driving school for driver education lessons.*

*Mr. Leakan noted that the developers propose to build a multifamily building with retail on the ground floor.*

*Mayor Jordan requested staff input on the redevelopment project. Ms. Porter indicated that staff had concerns about the lack of open space, the shopping center frontage design, pad sites and the impact on the neighboring schools.*

*The advisory boards and committee members provided their comments and concerns on the redevelopment project to the developers which included the impact on school and transportation capacity, the lack of large green spaces and parkland for community recreation. There is a need to review the entire project, including the west side of Cherrywood to consider reserving that area as greenspace and not to remove woodland trees for construction but to redevelop existing disturbed property. There are too many townhouses proposed more diverse housing types, including senior and affordable housing, is needed. Additional attention is needed on the Greenbelt Road frontage and consideration on building up to increase greenspace on the ground. Incorporation of the Cherrywood Lane and Green Street Projects into the plan. Other amenities and suggestions included a shuttle to the Metro station, dog parks, architectural features and art for the blank sides of buildings, options for sustainable upgrades to residences, underpasses, and overpasses, and various art activities, including a black box theater.*

*Mr. Tedesco noted that there are some large gathering spaces provided, which was not completely clear from the map. Mr. Tedesco also that a traffic study is currently underway for the proposed project.*

*Mayor Jordan asked about the proportion of residential housing that is expected to be sold instead of rented. The developer was unable to provide an estimate.*

*Mr. Roberts suggested that the City Council not support the additional residential for this proposed project. He expressed his disappointment with the advisory boards and committees for not addressing the impact of the additional residential units.*

*Ms. Mach inquired about the current parking structure location. It was noted by the developers that the parking structure will remain with some cosmetic revitalization. Ms. Mach and Mr. Putens noted that they were not in favor of the parking structure plan.*

*Ms. Davis suggested more rentals for the younger generation and is in favor of the owner-occupied units. She also suggested additional open space where the scrap yard is located with public art along with a splash park.*

*Ms. Pope noted that the redevelopment proposed plan is much better than the previous one.*

*Mr. Byrd inquired about the phasing and timeline of the proposed redevelopment project. The developer couldn't provide a timeline on the proposed project.*

*Ms. Ard noted that the City planned to schedule a Beltway Plaza mixed-used development tour to Pike and Rose in North Bethesda Maryland for those who want to attend and that the City will provide transportation.*

*Ms. Mach left the meeting at 10:03 pm*

*Council discussed informational items.*

*The meeting ended at 10:16 pm.*

*Respectfully submitted,*

*Bonita Anderson  
City Clerk*

*WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, December 4, 2019, to meet with Franklin Park Apartments.*

*Mayor Byrd started the meeting at 7:01 p.m. The meeting was held in the Franklin Park Leasing Office, 6220 Springhill Drive.*

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

*Staff present were: Nicole Ard (7:04 p.m.), City Manager; Chief Richard Bowers, Captain Timothy White and MPO Carlos Torres, Police Department; Terri Hruby, Director of Planning and Community Development; and Shaniya Lashley-Mullen, Administrative Assistant.*

*FRANKLIN PARK REPRESENTATIVES: Lea Garcia, Asset Manager; Gail Comfort, VP of Operations; Iman Taylor, Director of Sales and Marketing; Timeka Anderson, Regional Manager; Denise Knight, Director of Resident Services; Mark Pauley, Director of Maintenance; and James Terrell, Leasing Consultant.*

*Also present were: Michelle Patterson, Charise Anderson, Natalie Williams, Bill Orleans, and others.*

*There had been discussion on the current occupancy and rental rates. Ms. Iman advised that Franklin Park is currently 94% occupied since June. Ms. Knight stated that included 70% retention of previous year residents. Ms. Iman answered Ms. Davis's question stating the rent hasn't increased since last year's 4% increase.*

*Mr. Roberts asked if rent discounts were given to long-term residents. Ms. Knight stated that wasn't the general practice of the rental industry to give discounts on rent. She noted that long-term residents were given incentives in other ways. Ms. Knight answered Mr. Roberts's question stating that all residents stay for different reasons, for example their quality of life experience.*

*Based on a question asked from Ms. Pope, Ms. Knight stated Franklin Park accepted vouchers.*

*There was discussion regarding upgraded units. Ms. Knight stated that long-term residents were presented options regarding unit upgrades, depending if they wanted to stay in the same rental bracket. Ms. Knight noted that 1/3 of the long-term residents were currently in "classic" units.*

*Ms. Hruby noted that Franklin Park just completed their annual inspection, has achieved the 20% unit goals, complied with the window guards requirement and were fully licensed.*

*Mr. Pauley answered Ms. Davis's question stating that work requests were completed within 24-48 hours. Mr. Pauley noted the quality of work was increasing and Franklin Park has been doing re-inspections of units. Ms. Knight explained that the 24 to 48 hour response time is Franklin Park's policy and goal.*

*Based on a question asked from Ms. Davis, Ms. Anderson stated that over 2,000 window locks had been installed. Ms. Pope inquired about upgrading the windows from single pane to double pane. Mr. Pauley explained the windows were being upgraded as needed. Ms. Pope suggested*

*upgrading a certain amount of windows per year would be affordable.*

*Chief Bowers noted there had been a small decrease in the crime reported in the Uniform Crime Report (UCR) in Franklin Park since last year.*

*Captain White explained that crime had been down overall 13% in Franklin Park. He noted that robberies were down 50%, burglaries were down 40%, and calls for service for the neighborhood were up. Captain White stated the police department had received a large spike for mental health calls for service. Captain White advised due to the increase for mental health calls for service, all police department employees, both sworn and civilian, would take mental health first aid training.*

*There was discussion on gang activity. MPO Torres explained he had received information from the Prince George's County Police Department advising individuals that reside in Franklin Park had been arrested for gang activities, but had not committed gang activity in Franklin Park. Ms. Knight noted that during the first half of the year management, located the individuals that were housing the criminals that weren't on the lease and removed them from the property. Mayor Byrd inquired about the MS13 tip line. Captain White explained that Mr. George Mathews, Greenbelt Public Information Officer, had shared the information via the Greenbelt Police Social media pages.*

*Ms. Davis inquired about the security cameras. Mr. Pauley advised Franklin Park had increased the security cameras and MPO Torres have access to the cameras.*

*There was discussion about lighting. Mr. Jordan asked was Franklin Park going to increase the lighting within the community. Mr. Pauley advised Franklin Park had been increasing the lighting within the community. He noted that in the darker areas, Franklin Park was installing LED lights.*

*Based on a question asked from Mr. Jordan, Captain White advised the Citywide case closure rate average was between 24-26% overall. Captain White noted the State case closure rate average was 21-22%.*

*Ms. Smalls, 6108 Breezewood Court, stated that the area near pool #2 is still dark. Ms. Smalls noted that the only lights are on the building and it doesn't provide much light. Mr. Pauley advised the only light that Franklin Park can provide was on the building. Mr. Pauley stated he thought the lights were replaced in Ms. Smalls' area.*

*Ms. Anderson, 6204 Breezewood Drive, stated that the bush in front of the building was unsafe. Ms. Anderson advised she asked management to remove the bush. She requested more lights in the area because it's dark.*

*Ms. Patterson, 9131 Edmonston Terrace, asked could management replace the back splash in her residence to keep out the rodents. Ms. Patterson stated she hadn't received the Franklin Park Newsletter. Ms. Knight advised she would send Ms. Patterson the links to the newsletter. Ms. Davis requested copies of the newsletter as well for Council.*

*Ms. Patterson inquired about the tree removal or the tree topping process. Mr. Pauley advised Franklin Park had three bids before the budget committee and owners to trim every tree in*

## *Franklin Park.*

*Ms. Anderson inquired about the security cameras. Ms. Knight advised the security cameras were placed in the major traffic areas, near the business center. Ms. Knight stated the security cameras are not installed building to building Franklin Park hadn't gotten to that phase. Ms. Anderson also requested maintenance to inspect her windows, due to air getting inside of her unit.*

*Mr. Russell, 5905 Cherrywood Lane, advised parking had become an issue and it's hard to find a parking space. Mr. Pauley stated that Robbie's Towing tow for Franklin Park. He advised the tow company would tow vehicles for various violations. Mr. Pauley stated that the parking lots were recently restriped and he can inquire if more parking spaces can be added to the complex.*

*Ms. Carolyn Davis, 9334 Edmonston Road, thanked Blue Line Security and the Police Department for patrolling the area and making it very safe.*

*Ms. Knight noted the recreation programs were always improving and Franklin Park is currently in the process of securing bids for various amenities. She advised Franklin Park sent out a survey throughout the community asking for the residents' feedback on what amenities they would like to have in the community. The amenity list had been narrowed down to a dog park, a basketball court, and a soccer field.*

*There was discussion on the Recreation Department Amenity report. Ms. Carolyn Davis noted the report stated there are basketball courts with no baskets and tennis courts that the residents cannot use. Ms. Davis inquired about the playgrounds that were on the map. Ms. Knight stated the map Ms. Davis was referring to was an old map from the previous management company. Ms. Knight advised Franklin Park has six active playgrounds and two pools but the pool on Cherrywood Terrace currently needs repairs. Ms. Davis suggested Franklin Park look into amenities for seniors.*

*Ms. Williams, a Franklin Park resident, inquired about a proposal she submitted regarding stray cats. Ms. Knight stated she had received Ms. Williams's proposal and Franklin Park looks forward to collaborating with Ms. Williams in the new year regarding her stray cat proposal.*

*Mr. Pauley stated that Franklin Park had a community garden, but nobody used it due to the post wet season. Ms. Knight advised that Franklin Park would promote the garden more.*

*There was discussion on Franklin Park's five-year plan and corporate priorities. Ms. Comfort stated that Franklin Park replaced 108 out of 240 roofs last year. Ms. Garcia stated the initial plan was to complete the interior redevelopment then the exterior.*

*There was discussion on the Census 2020. Ms. Davis noted that the Census could be completed by mail, computer, and via phone. Mayor Byrd stated that the complete Census 2020 count would be a collective effort.*

*Based on a question asked by Mayor Byrd, Ms. Knight stated that the pest control company has an office on site to deal with the recurring rodent infestation. Ms. Knight advised if the normal treatment doesn't take care of the problem, the pest control company would take an additional aggressive approach.*

*Mayor Byrd inquired about pet rent. Ms. Knight stated the fee covers the damages in the home that may be caused by the pet. Ms. Knight answered Ms. Pope's question stating the pet rent is \$45 per month and there is a breed restriction, but not a weight restriction.*

*There was discussion regarding improving recycling in Franklin Park. Mr. Pauley noted that it was an ongoing process to educate and improve recycling. Ms. Davis and Mr. Jordan suggested that Franklin Park contact Dr. Robles, the Sustainability Coordinator, to assist with educating the residents of Franklin Park on recycling. Ms. Carolyn Davis, a resident of Franklin Park, noted that a recycle bin should be near the trash dumpsters.*

*Ms. Patterson noted that the street sign on Edmonston Terrace in front of the Greenbelt Middle School is missing.*

*Ms. Davis asked Ms. Hruby was the City collaborating with Franklin Park to install new bus shelters. Ms. Hruby stated that is an option that was offered to all the property owners and would revisit that option. Ms. Hruby noted that the City did replace an old bus shelter.*

*Ms. Davis suggested that Franklin Park should have regular resident meetings. Ms. Knight advised the management team didn't get a chance to do it this year, but it is a priority.*

*There was discussion regarding the State Highway's ramp from Edmonston Road onto Greenbelt Road. Mr. Pauley noted the broken fence on Springhill Drive at Edmonston Terrace. Ms. Pope stated she had reported that fence to State Highway as well.*

*Mr. Pauley stated that the sidewalk is lower than the grass at 5829 Cherrywood Lane and every winter ice forms in the open space. Ms. Ard stated she would follow up with Public Works.*

*Ms. Hruby provided an update with the Beltway Plaza Redevelopment Proposal. She noted that the Preliminary Plan of Subdivision had been filed and all the information is posted on the City website.*

*Several informational items were discussed.*

*The meeting ended at 9:02 p.m.*

*Respectfully submitted,*

*Shaniya Lashley-Mullen  
Administrative Assistant*



*WORK SESSION OF THE GREENBELT CITY COUNCIL held Monday, January 6, 2020, to meet with the Roosevelt Center Merchants' Association (RCMA).*

*Mayor Byrd started the meeting at 8:01 p.m. The meeting was held in the Council Chambers of the Municipal Building, 25 Crescent Road.*

*Present were: Councilmembers Judith F. Davis, Leta M. Mach, Emmett V. Jordan, Edward V. J. Putens, Rodney M. Roberts (8:05 p.m.), and Mayor Colin A. Byrd. Councilmember Silke I. Pope was absent.*

*Staff present were: Nicole Ard, City Manager; Charise Liggins, Economic Development Coordinator; and Shaniya Lashley-Mullen, Administrative Assistant.*

*Also present were: Michael Hartman, Friends of the New Deal Café; David Muse, CEO of the Greenbelt Federal Credit Union; Dr. Caitlin McGrath, Friends of the Old Greenbelt Theatre and President of the Roosevelt Center Merchants' Association; Kathleen Gallagher, Greenbelt News Reviews; Kap Kapastin, Legal Counsel of Beltway Plaza Mall and Quantum Management; Susan Walker, Greenbelt Community Development Corporation; Ed James, President of the Greenbelt Federal Credit Union; James Conway; Dorian Winterfeld, Treasurer of the New Deal Café; Diana McFadden, Board Member of the New Deal Café; Robert Davis and Bob Davis, Greenbelt Co-Op Supermarket and Pharmacy; Gretchen Schock, Owner of Bee Yoga Fusion; Donna Peterson, Greenbelt Co-Op Supermarket and Pharmacy; Brandon Cole, Owner of Choice Clinical Services; Konrad Herling, Greenbelt Art Center; Amy Drew, Greenbelt Co-op Supermarket and Pharmacy; Bill Orleans, and others.*

*Dr. McGrath stated that the Roosevelt Center Merchants' Association (RCMA) balance between marketing the Roosevelt Center and dealing with merchants' concerns. RCMA conducted a survey to find out what each individual merchant would like the association to do.*

*Dr. McGrath noted that during the week of Valentine's Day, the Roosevelt Center Merchants are hosting an "I Heart Roosevelt" Celebration. All the individual merchants would be able to promote and/or provide a special event to attract more business for not only them but also for the Roosevelt Center. She mentioned that a color ad would be placed in the "Washington City Paper".*

*Dr. McGrath stated that the RCMA has a new logo and was in the process of exploring purchasing graphic banners to place on the light poles of the Roosevelt Center.*

*There was a discussion on how many businesses were located in the Roosevelt Center and the scope of Roosevelt Center. Dr. McGrath advised five or six businesses attend the RCMA meetings. She also advised the meetings were once a month and in the process of changing to once every other month. In response to Ms. Davis's question, Ms. Liggins stated she would follow-up with Council with the exact number of businesses in Roosevelt Center.*

*Mr. Muse, CEO of Greenbelt Federal Credit Union, provided an update on the Greenbelt Federal Credit Union. He noted that there would be several workshops in the second quarter including First Time Home Buyer and Retirement Planning. Mr. Muse advised going forward the Credit Union would have at least one workshop a quarter. Mr. Muse mentioned that the Credit Union is currently seeking to provide and offer business seminars and 30-year mortgages.*

*There was discussion on the Credit Union's hours of operation. Ms. Davis suggested the Credit Union have Saturday hours. She noted that would increase the foot traffic to the Roosevelt Center on the weekend. Mr. Muse stated he would follow-up with the Credit Union Board of Directors regarding Saturday hours and shortening the hours on Fridays. He shared his recent recommendations to the Board already being researched by the Credit Union.*

*Based on a question asked by Ms. Davis, Mr. Muse noted that there had not been a problem with anyone hanging out in front of the Credit Union. He mentioned that there are four lights that are currently out but a strobe light has been added.*

*Mr. Hartman provided an update on the New Deal Café. He noted that the New Deal Café would be celebrating its 25<sup>th</sup> Anniversary and will be holding events on the 25<sup>th</sup> of each month. Mr. Hartman advised the New Deal Café is closed until 5pm during the week as to DC Vegan has decided not to provide lunch service. He stated folks can bring their own food and non-alcoholic drinks in the New Deal Café on Thursdays and Fridays between 1-5pm in the "Community Living Room" volunteers would be present. The lunch service will be revisited in the Spring.*

*Mr. Hartman noted the following events the New Deal Café provides during the year: Reel and Meal on every third Monday of the month; Pop Quiz every third Thursday of the month, and a Drum Circle on the first Saturday of the month.*

*Based on a question asked by Ms. Davis, Mr. Winterfeld noted that the patio ceiling was recently painted, but on the outside of the building, the paint is peeling. The City Code Enforcement was requested.*

*Mr. Hartman stated the New Deal Café was honored by the Washington City Paper, "Best of 2019, Best Place to Experience Local Music" and the Old Greenbelt Theatre was honored by the Washington City Paper, "Best of 2019, Best Nonprofit Movie Theater in Maryland."*

*Ms. Schock provided an update on Bee Yoga Fusion. She noted Bee Yoga Fusion celebrated 10 years in Greenbelt. Ms. Schock stated the Bee Yoga Fusion provided a Clothing Swap for Women, Toys for Tots and a First Time Home Buyer Seminar. Ms. Schock mentioned that unused monthly membership classes are donated to the Prince George's County Social Service for young adults aging out of foster care.*

*Mr. Conway commented that the Greenbelt Lake was low; he wanted a gazebo installed, the lake dredged, and an island created. He also shared feedback about the Prince George's County Library renovation and design.*

*Mr. Davis provided an update on the Greenbelt Co-Op Supermarket and Pharmacy. He noted the "Rays on the Roof Program" was almost complete and the solar panels would be attached after the roof is completed.*

*Mr. Davis stated sales were 2% behind from the previous year. He noted that the hours of the Co-Op would start opening at 7am by the end of February 2020. Mr. Davis advised the Co-Op would offer online grocery ordering service with curbside pick-up by the end of February 2020 and grocery delivery service by the end of March 2020.*

*Mr. Davis stated the Co-Op just launched the “Co-Op Boost Program”, a fundraiser program that customers could donate between \$1-\$3 to offset Co-Op operating expenses. In the first three months, the Co-Op had raised \$1,500.*

*Mr. Herling provided an update on the Greenbelt Art Center. He noted that the mold situation had been improved, yet the Center is short \$14,000 to take care of the mold completely. Mr. Herling stated the Art Center was busy with the play production schedule and was hoping to expand the Art Center with other forms of art, including music.*

*Mr. Herling recalled that the decibel level coming from the church sometimes impacts the Art Center.*

*Based on a question asked by Ms. Davis, Mr. Herling noted that it was suggested to him by State Delegate Washington to have Council write a letter to the State Delegation to change State Legislation to have signage on Greenbelt Road to direct visitors to the Roosevelt Center.*

*Mr. Herling suggested having a joint work session with all three major shopping centers, the Roosevelt Center, Greenway Shopping Center, and Beltway Plaza.*

*There was discussion on a shuttle bus that would circulate among the three major shopping centers. Based on a question asked by Ms. Davis, Mr. Herling noted that the Prince George’s County Economic Development Corporation representative mentioned that the shuttle was an idea the Corporation would support.*

*Mr. Herling suggested hiring a marketing firm to conduct a survey on how to attract more people to the Roosevelt Center.*

*Mr. Cole provided an update on Choice Clinical Services. He noted that he and his wife were co-tenants with Bee Yoga on the second floor above the Mini Mart. Mr. Cole stated Choice Clinical Services partner with local businesses and also with the Michael D Maxwell Foundation.*

*In response to a council member’s question, while other merchants indicating “no”, Mr. Cole noted he’s had experienced difficulty communicating with the property owner.*

*Based on a question asked by Mr. Jordan, Mr. Cole noted that his business had 25 full and part-time clinicians on staff and over the last year have seen over 400 clients. He stated that Choice Clinical Services accepted insurance and offered a sliding scale and pro bono work.*

*He outlined the company’s work with and support of the University of Maryland scholarship and engagement for students in the field.*

*Dr. McGrath provided an update on the Old Greenbelt Theatre. She noted that the “Save Me a Seat Campaign” raised \$120,000. Dr. McGrath advised the Old Greenbelt Theatre is going to transform the Pop-Up into a permanent screening room and a media arts literacy lab.*

*Mr. Kapastin agreed with Mr. Herling that all the major shopping centers should have a joint work session. He noted that Beltway Plaza encourages cross discounts and pushes co-marketing within the mall. Mr. Kapastin mentioned that Beltway Plaza is celebrating Valentine’s Day the whole month of February. The theme is “Have a Heart.”*

*Mr. Hartman stated that over the last several months the New Deal Café has dropped off calendars at 11 different hotels and two Starbucks. He also mentioned that the Bee Yoga Fusion adopted an “Adopt a Highway” on Kenilworth Avenue.*

*Raised by Mr. Cole, there was discussion on the City of Greenbelt purchasing the Roosevelt Center and/or taking a cooperative role in ownership as mentioned by Ms. Mach.*

*Ms. Davis asked have the security cameras been updated in the Roosevelt Center. Ms. Ard stated she would follow-up with Mr. Dale Worley, the Director of Information Technology, and would provide Council and Dr. McGrath a copy of the report.*

*Ms. Davis stated the Democratic Club was looking for a location for a memorial bike rack. She stated a bike repair station could be placed near Cedars of Lebanon.*

*Ms. Davis asked what was the status of the bench at the Step Club. Ms. Ard stated she would follow-up with Mr. Jim Sterling, the Director of Public Works.*

*Mr. Jordan mentioned that the owner of the Barber Shop requested to relocate the trash dumpster from the corner of the building to another location. Mr. Jordan suggested placing a screen or kiosk in front of the transformer.*

*There was discussion on “Flavors of Greenbelt” Restaurant Week. Mr. Goldberg noted the “Flavors of Greenbelt” Restaurant Week Committee, Ms. Liggins, Ms. Walker, Dr. Rosado, Ms. Timer and himself, were in the exploration stages. He said the committee had identified at least 20 restaurants they were going to approach to see if the restaurants want to participate in Restaurant Week, April 14-24, 2020.*

*Several informational items were discussed.*

*Ms. Pope left the meeting at 10:00 pm.*

*The meeting ended at 10:05 p.m.*

*Respectfully submitted,*

*Shaniya Lashley-Mullen  
Administrative Assistant*

## City Council Agenda Item Report

Meeting Date: February 10, 2020

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: COMMUNICATIONS

Agenda Section:

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### **Subject:**

Statement for the Record - February 5, 2020

### **Suggested Action:**

Statement for the Record - Closed Session, February 5, 2020: The following motion is needed: In accordance with Section 3-305(b)(1)(7) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland, I move that the minutes of tonight's meeting reflect that Council met in closed session on Wednesday, February 5, 2020 at 9:20 pm in the Planning Office of the Community Center. Council held this closed meeting to discuss 1) 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) legal matters.

### **Attachments:**

[Closed Session Form\\_02.05.20.pdf](#)

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

Date: 2/5/2020 Time: 9:14 pm Location: Planning Office

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

Members voting to close meeting:

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

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

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

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

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

§3-305(b) (1) Personnel Matters

§3-305(b) (7) Legal Matters

§3-305(b) ( )

This statement is made by Colin Byrd  
Colin A. Byrd (Signature of Presiding Officer)

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

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

STAFF/OTHERS PRESENT:

Nicole Ard; Shaniya Lashley-Mullen

TOPICS DISCUSSED:

Personnel and Legal Matters

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

None

TIME CLOSED SESSION ADJOURNED: 9:55 PM

PLACE OF CLOSED SESSION: Planning Office

PURPOSE OF CLOSED SESSION: Personnel and Legal Matters

STATUTORY AUTHORITY FOR THE CLOSED SESSION: §3-305(b) (1); (7); ( ) Personnel and  
Legal Matters

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

SIGNATURE OF PRESIDING OFFICER: Colin Byrd

Form Revised: 12/4/19



## City Council Agenda Item Report

Meeting Date: February 10, 2020

Submitted by: Molly Porter

Submitting Department: Planning

Item Type: Board and Committee Reports

Agenda Section:

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### **Subject:**

\* Advisory Planning Board Report #2020-01 (Beltway Plaza - Preliminary Plan of Subdivision)

### **Suggested Action:**

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

### **Attachments:**

[Advisory\\_Planning\\_Board\\_Report\\_\\_2020\\_01.pdf](#)

**ADVISORY PLANNING BOARD  
REPORT TO COUNCIL**

**REPORT NO. 2020-01  
Date: 1/30/2020**

**SUBJECT: Beltway Plaza- Preliminary Plan of Subdivision**

**BACKGROUND:** In a report dated January 30, 2019 the Advisory Planning Board supported with conditions the Conceptual Site Plan (CSP) submitted for the phased redevelopment of Beltway Plaza (BWP). This CSP proposed 175-250 townhomes, 875-2,250 multifamily dwelling units, and 435,000-700,000 square feet of retail/commercial space. Since that time a Preliminary Plan of Subdivision (PPS) for the Beltway Plaza property has been submitted.

The Advisory Planning Board (APB) met with representatives from Beltway Plaza on January 8, 2020 to receive a presentation about the revised PPS. The revised PPS includes 2,500 multifamily residential dwelling units and 700,000 SF of commercial/retail space. There are no longer townhomes included in the proposal. This topic was also discussed at the January 15, 2020 and January 22, 2020 APB meetings. Based on these meetings and the PPS submittal documents, APB reviewed the PPS proposed for Beltway Plaza.

**ANALYSIS:** As stated during the CSP phase of this project, the City of Greenbelt's Advisory Planning Board recognizes the opportunity presented by the desire to redevelop BWP and generally supports a phased redevelopment of Beltway Plaza.

While APB recognizes the opportunity presented by the desire for redevelopment, the Board has raised several issues with the PPS as submitted. APB has discussed with the Applicant concerns with respect to open space, housing types, parking, and recreation. The Board has expressed their concern that because the proposal now includes 2,500 multifamily dwelling units there needs to be a commitment on behalf of the Applicant that a portion of those dwelling units be for-sale.

One of the main concerns raised by the Board was the usability of the open space, as defined by the submitted open space and structure plan, on the eastern side of the property. The Board raised questions about the usability of this space because of the steep slopes that exist in this area. The Board asked the Applicant to provide information about the plans for this area.

The Applicant did provide information to the Board about how the proposed multi-use trail would be constructed on the eastern side of the property. As presented by the Applicant this would include two (2) retaining walls and two (2) safety fences. After reviewing the exhibit prepared by the Applicant the Board felt strongly that there was not enough usable open space provided for in the proposal. At that time the Board discussed alternative ways to accommodate a greater area of usable open space. The Board strongly believes that Parcel 26 should be utilized

as an opportunity for a green roof above the existing parking rather than a residential building as currently proposed.

The next concern that the Board holds is with respect to parking. The Board does not feel as though there was enough information provided about how parking would be provided to the proposed residential units and to the existing and proposed retail uses. The Board strongly believes that at the time of every DSP the Applicant provide a detailed parking study that shows how existing uses and proposed uses will be parked within the development.

During their review of the PPS the Board discussed the proposed recreation amenities. As stated on the PPS the applicant is proposing that 20,000 SF of interior mall space be dedicated to the City for a variety of uses. The Board felt as though this was not a large enough space to meet the needs that will be generated by the number of residential units proposed. The Board also believes that the Applicant should be responsible for providing the funds necessary to update the space. The Advisory Planning Board ended this discussion by agreeing to defer to the recommendation that is made by the Parks and Recreation Advisory Board on the topic of recreation.

The Board has also discussed their concerns about how the parking along Greenbelt Road will be masked and believes that at the time of Detailed Site Plan for these parcels there will need to be significant discussion about how this parking will be masked.

**RECOMMENDATION:** The Board recommends that City Council support the PPS for the redevelopment of Beltway Plaza with the following conditions:

1. The Applicant explores the possibility of having a dedicated shuttle for the property that would transport individuals to and from the Greenbelt Metro Station.
2. At the time of every Detailed Site Plan (DSP) the Applicant provide a parking study that details how parking will be provided for each use, both existing and proposed. By restricting to only the area in the DSP we do not have the ability to understand how the development in that phase impacts the surrounding uses and parking.
3. At least 15 percent of the total dwelling units developed shall be for-sale units and be affordable for middle income families.
4. Street B, as shown on the PPS, be designed to allow for a right-turn only exit from the Beltway Plaza property onto Cherrywood Lane.
5. The Applicant should clarify how commercial trucks will access and exit the loading zones.
6. The Applicant should study the feasibility of installing a traffic roundabout at the intersection of Street C, as shown on the PPS, and Cherrywood Lane. This roundabout would facilitate the motion of cars exiting Beltway Plaza and traveling toward Greenbelt Road, especially in light of a right-turn only limit at Street B.

7. The Applicant meets the recommendations of the Parks and Recreation Advisory Board in the provision of public recreation facilities (i.e., dedication of improved interior space) and open space.
8. Revise the PPS to provide for additional usable open space on Parcel 26 by removing the residential component from this parcel and providing a green roof over the existing parking that would be accessible to the public.
9. The Applicant agrees to explore opportunities for public art on the proposed retaining walls along the multi-use trail.
10. At the time of Detailed Site Plan a vehicular pick up/drop off area should be detailed on Street D as shown on the PPS. Detailed Site Plans should also show parking space(s) for transportation options such as ride share and taxi services.

The Board voted 5-0 to approve this recommendation.

Respectfully submitted,

Keith Chernikoff  
Chair

## City Council Agenda Item Report

Meeting Date: February 10, 2020

Submitted by: Molly Porter

Submitting Department: Planning

Item Type: Board and Committee Reports

Agenda Section:

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### **Subject:**

\* Park and Recreation Advisory Board Report #20-1 (Beltway Plaza Redevelopment Plan Presentation)

### **Suggested Action:**

### **Attachments:**

[PRAB\\_Memo-\\_Beltway\\_Plaza\\_1-15-20.pdf](#)

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

**Subject: Beltway Plaza Redevelopment Plan Presentation**

**Background:** PRAB received an updated presentation on the Beltway Plaza Redevelopment plan at the regular meeting on January 15, 2020. PRAB provided comments and feedback during the presentation and would like to provide Council with the comments below. The original plan was presented to PRAB in January 2019, and PRAB provided initial comments at that time.

**Recommendations:** PRAB understands that the updated plan is not a final, approved construction plan, as well as appreciating the changes made in reference to prior Council and Advisory Board feedback. Based on the comments made during the presentation, PRAB recommends the following:

- 25,000+ sq ft of indoor recreation space (proposal was for 20,000 sq ft). There should be a clear delineation of the proposed and agreed upon use of this space, including design, maintenance, operations, revenue and financial responsibility, staffing and liability concerns.
- \$1 million to support renovation of existing Recreation facilities, and to provide for equipment and staffing (no funds were proposed for this purpose).

PRAB reiterates our concerns in reference to increased traffic in the vicinity, the impact on already overcrowded schools, public safety concerns and the overall impact on the existing community when adding the approximately 2,500 proposed multifamily units onto the property, in addition to the redesigned retail space. We do understand and appreciate that Beltway Plaza requires redevelopment in order to be a viable space moving forward—we just ask that the impacts to the existing community and City services be taken into consideration, and efforts made to mitigate these issues before they arise.

Respectfully submitted by:  
Jacob Chesnutt, PRAB Chair  
Brandon 'Ric' Gordon, PRAB Vice-Chair

## City Council Agenda Item Report

Meeting Date: February 10, 2020

Submitted by: Bonita Anderson

Submitting Department: Public Works

Item Type: Board and Committee Reports

Agenda Section:

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### **Subject:**

\* Greenbelt Advisory Committee on Environmental Sustainability/Greenbelt Green Team Recommendation #01-2020 (Establishment of a Firefly Sanctuary)

### **Suggested Action:**

It is recommended that Council accept this report.

### **Attachments:**

[Green ACES Rec 2020-01-- Firefly Sanctuary.pdf](#)



Greenbelt Advisory Committee on Environmental Sustainability

**GREENBELT ADVISORY COMMITTEE ON ENVIRONMENTAL SUSTAINABILITY  
GREENBELT GREEN TEAM**

**Rec:01-2020  
January 31, 2020**

**SUBJECT:** Establishment of a Firefly Sanctuary

**BACKGROUND:** Green ACES and the Greenbelt Green Team were briefed by Mary Ann Canter on her proposal to establish a firefly sanctuary on City-owned property at Stream Valley Park. Following the presentation, we discussed the project and did not foresee any problems.

**RECOMMENDATION:** Green ACES / Green Team think this is a good idea and recommend that the City of Greenbelt support this project.

We request that the City of Greenbelt not disturb the existing vegetation, develop a grassy buffer around the culvert area with taller grasses, avoid applying pesticides and herbicides on the property, and not install lighting at the park. We also recommend that signage be installed as per the proposal to educate the public about the sanctuary and the benefits of protecting fireflies.

We further recommend that the City investigate the feasibility of lowering light levels or turning off lights illuminating the area during the 3 weeks of firefly mating season, especially the light at the junction with Fayette.



## City Council Agenda Item Report

Meeting Date: February 10, 2020

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: COMMUNICATIONS

Agenda Section:

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### **Subject:**

\*Greenbelt Advisory Committee on Trees - Report # 2020-1 (Eleanor Roosevelt Memorial Tree)

### **Suggested Action:**

It is recommended that Council accept this report.

### **Attachments:**

[ACT\\_Report\\_2020\\_1.pdf](#)

**Report #2020-1**  
**January 24, 2020**

**Greenbelt Advisory Committee on Trees – Report to the City Council**

**Subject: Eleanor Roosevelt Memorial Tree**

This is a follow-up to Report #2019-2 (dated August 7, 2019) regarding the Eleanor Roosevelt Memorial Tree. The Advisory Committee on Trees (ACT) members voted at their July 23, 2019 meeting to support another planting of an Eleanor Roosevelt Memorial Tree (ERMT). At subsequent ACT meetings, discussion of the location and type of tree has taken place.

ACT members support planting the ERMT in an open space near the Greenbelt Community Center, possibly near the area where there used to be a large willow oak, which was removed over three years ago. This would be in the open space on the south side of the Community Center, near the Greenbelt Branch of the Prince George’s County Memorial Library System.

ACT members have further discussed the type of tree to plant for the ERMT and suggest an evergreen American Holly. In particular, ACT favors the American Holly 'Satyr Hill,' which was the Holly Society's “2003 Holly of the Year.” Some close nurseries stock this tree and it is hoped that a fairly large specimen, 7-8 feet tall, could be acquired this spring to plant near Arbor Day in 2020.

If the City Council approves the purchase of the American Holly ‘Satyr Hill’ in the next few weeks, then the next Eleanor Roosevelt Memorial Tree can be planted this spring.

**Summary: ACT members ask for approval from the City Council to purchase and plant another Eleanor Roosevelt Memorial Tree, this time near the Greenbelt Community Center. The planting would take place near Arbor Day in 2020.**

## City Council Agenda Item Report

Meeting Date: February 10, 2020

Submitted by: Bonita Anderson

Submitting Department: Greenbelt Police

Item Type: Resolution

Agenda Section:

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### **Subject:**

A RESOLUTION TO AUTHORIZE THE NEGOTIATED PURCHASE OF ACCESS CONTROL SYSTEMS FOR THE POLICE DEPARTMENT FROM LIFE SAFETY SYSTEMS OF ARBUTUS, MARYLAND AT AN ESTIMATED COST OF \$33,726.

- 2nd Reading, Adoption

### **Suggested Action:**

Reference:

Resolution

Access Control System Proposals

Staff met with three companies, LS System, Security 101 and Adept Industries on an electronic access control system. The system would entail an employee-specific access card with proximity readers on selected doors. The system would allow for differing levels of access for each employee, individual employee tracking, date/time entry information, remote cancellation of employee entry privileges, as well as the ability to add employees in-house.

Additionally, the system is capable of adding additional City building as needed or funding will allow.

Included in Council's packet are quotes that staff received from all three companies.

1. Adept Industries was the highest at \$34,156.00
2. LS Systems was the second-highest \$33,726.00
3. Security 101 was the lowest at \$31,773.28

After conferring with Public Works and IT, staff agreed that LS Systems was the best company for the City's needs. Public Works has worked with the recommended firm on other projects and was satisfied with the work product. Staff is recommending that the City purchase the system and use LS Systems as the installation vendor.

At the Regular Meeting on January 27, Council member Pope introduced this Ordinance for first reading. Staff recommends this Resolution be introduced for second reading and adoption.

### **Attachments:**

[Resolution.pdf](#)

[Access Control System Proposals.pdf](#)

Introduced: Ms. Pope  
1st Reading: January 27, 2020  
Passed:  
Posted:  
Effective:

RESOLUTION NUMBER XXXX

A RESOLUTION TO AUTHORIZE THE NEGOTIATED PURCHASE OF ACCESS CONTROL SYSTEMS FOR THE POLICE DEPARTMENT FROM LIFE SAFETY SYSTEMS OF ARBUTUS, MARYLAND AT AN ESTIMATED COST OF \$33,726.

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WHEREAS, the FY 2020 Budget includes funds to purchase an access control system for the Police Department; and

WHEREAS, the police department in conjunction with City Information Technology staff has selected the Life Safety Systems as the vendor; and

WHEREAS, the Access Control System is expandable to all city facilities and will help in bringing modern access control to improve safety.

NOW, THEREFORE,

BE IT RESOLVED by the Council of the City of Greenbelt, Maryland, that the City Manager be authorized to contract with Life Safety Systems to provide an Access Control System at an estimated cost of \$33,726.00 in FY 2020.

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of \_\_\_\_\_, 2020.

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

ATTEST:

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



**GREENBELT POLICE  
DEPARTMENT**

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

**To: Chief Richard A. Bowers**

**From: Captain Gordon D. Pracht**

**Date: January 22, 2020**

**Re: New police department security entry locks**

In reference to your request for the police department security locks to be updated, staff met with three companies. We met with LS System, Security101 and Adept Industries (see attached quotes) on an electronic access control system. The system would entail an employee specific access card with proximity readers on selected doors. The system would allow for differing levels of access for each employee, individual employee tracking, date/time entry information, remote cancellation of employee entry privilege's, as well as the ability to add employees in house. Additionally, the system is capable of adding additional City buildings as needed or funding will allow. We received quotes from all three companies.

Each company gave us quotes:

- 1) Adept Industries was the highest at 34,156.00
- 2) LS Systems was the second highest at 33,726.00
- 3) Security 101 was the lowest at 31,773.28.

After conferring with Public Works and IT we agreed that LS Systems was the best company for our needs. Public Works has worked with them on other projects and were satisfied with the work product. Staff is recommending that we purchase the system and use LS Systems as the installation vendor.

Thank you for your consideration on this issue.

Captain Gordon Pracht



PROJECT NAME: GREENBELT PD  
QUOTE #: 2019-3621-00

DATE: December 9, 2019

FROM:  
COMPANY: ADEPT INDUSTRIES, LLC  
CONTACT NAME: MEAGAN MITCHELL  
ADDRESS: 5706 GENERAL WASHINGTON DR  
SUITE G  
ALEXANDRIA, VA 22312  
PHONE: (443) 765-0156  
EMAIL: MMITCHELL@ADEPTIND.COM

TO:  
COMPANY: LS SYSTEMS  
CONTACT NAME: GORDON PRACHT  
ADDRESS: 550 CRESCENT ROAD  
GREENBELT MD 20770  
PHONE: (240) 542-2139  
EMAIL: GPRACHT@GREENBELTMD.GOV

This quotation shall remain valid for thirty days from the proposal date, and price is based upon delivery of equipment within three months. Adept Industries payment terms are NET 30.

#### SCOPE OF WORK

Adept to furnish and install an S2 Access Control System at Greenbelt Police Department. Scope includes the following:

1. Control Panel in HUB Room with (1) access control blade
2. Main Entrance:
  - a. (2) maglocks + brackets
  - b. (1) REX
  - c. (1) Exit Button
  - d. (2) Door contacts
  - e. Wire
3. Lobby Communications:
  - a. (1) lockset trim
  - b. (1) long-range reader
  - c. Wire
4. Lobby Records:
  - a. (1) lockset trim
  - b. (1) long-range reader
  - c. Wire
5. Basement Entrance Intake:
  - a. (1) maglocks + brackets
  - b. (1) REX
  - c. (1) Exit Buttin
  - d. (1) Door contacts
  - e. Wire
6. Basement Entrance:
  - a. (1) maglocks + brackets
  - b. (1) REX
  - c. (1) Exit Buttin
  - d. (1) Door contacts
  - e. Wire
7. Stairwell Exit:
  - a. (1) door prop alarm
  - b. (1) door contact
  - c. Wire





#### SCOPE OF WORK (continued)

All card readers to be long-range

Any exposed cabling shall be covered by wire molding

(200) credentials shall be issued

System shall be programmed and ready for use and customer(s) trained on system

Prior to programming, Greenbelt PD shall be responsible for providing a complete employee list to receive credentials.

#### PERFORMANCE ITEMS

- Delivery of material to customer's designated location (customer must report missing material within one (1) business day of delivery)
- Applicable Taxes
- One Year Warranty on Parts
- One Year Warranty on Labor
- 2 Hours of dedicated Owner(s) Training
- Operations and maintenance manuals
- Telephone & email technical support during installation

#### CLARIFICATIONS AND EXCLUSIONS

- Payment & Performance Bonds
- Installed equipment will be properly protected by others
- Maintenance of proper environmental conditions for provided equipment will be provided by others
- Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
- Adept Industries reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
- Any returned material MUST be in brand new re-sellable condition. Any items that are opened or not in their original packaging are not returnable. All items that are returned for credit are subject to a 60% restocking charge
- Warranty service is based on standard working hours 6:00am – 3:30pm Monday through Friday (excluding holidays). Warranty service after standard working hours will be provided on an overtime basis (Sundays and holidays are double-time).





## PROJECT INVESTMENT

**TOTAL PRICE:** \$34,156.00

All invoice terms are Net 30 calendar days unless specifically noted elsewhere. Adept Industries, LLC does not operate on a "paid when paid" basis. This proposal is based strictly on a Net 30 payment basis. Adept Industries requires that all project invoices be paid to 90% prior to the project's substantial completion.

Thank you for considering Adept Industries. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and email the signed copy to Sales@AdeptInd.com

Sincerely,

Adept Industries, LLC.

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein.

\_\_\_\_\_  
AUTHORIZED AGENT OR REPRESENTATIVE (PRINT)

\_\_\_\_\_  
PURCHASE ORDER / JOB NUMBER

\_\_\_\_\_  
AUTHORIZED AGENT OR REPRESENTATIVE (SIGN)

\_\_\_\_\_  
DATE

## TERMS AND CONDITIONS

Throughout this Installation Proposal, the term "Adept" refers to the Adept Industries, LLC. operating in the state/province in which the work is being performed.

### SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Signed Date as specified in the attached scope of work, and represents the entire agreement between Adept and Customer (the "Agreement") and it may only be amended by a written document signed by both Adept and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Adept agrees in accordance with the mutually agreed project schedule

To submit shop drawings, product data, samples and similar submittals if required in performing the Work,

To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement,

Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Adept

To promptly approve submittals provided by Adept,

To provide access to all areas of the facility which are necessary to complete the Work,

To supply suitable electrical service as required by Adept, and

That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Adept is first notified of the emergency or failure and until such time that Adept notifies the Customer that the systems are operational or that the emergency has cleared.

### SECTION 2. PRICING

Pricing and amounts proposed shall remain in valid for 30 days unless otherwise specified. Price includes only the material listed based on Adept's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

### SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Adept twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.







If the Work is performed over more than a month, Adept will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Adept as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Adept in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Adept, Adept shall be entitled to suspend the work until paid, and charge Customer an interest rate 1 and 1/2 percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Adept costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

#### SECTION 4. WARRANTY

Adept provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period")-

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement,
- c. That the Work will be free from defects not inherent in the quality required or permitted, and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Adept shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Adept is notified in writing of any defect within the Warranty Period. Any equipment or products installed by Adept in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Adept hereby assigns to Customer without recourse to Adept. Upon request of Customer, Adept will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Adept, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

#### SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Adept may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work; shall be in writing signed by both Customer and Adept. If Customer orders any additional work or causes any material interference with Adept's performance of the Work, Adept shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

#### SECTION 6. FORCE MAJEURE

Neither Customer nor Adept shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Adept due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

#### SECTION 7. INSURANCE

Adept shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation Employers Liability Commercial General Liability

Statutory Limits

\$1,000,000 per occurrence/aggregate

\$1,000,000 per occurrence/aggregate

\$2,000,000 general aggregate

Automobile Liability \$1,000,000 per occurrence/aggregate

Excess/Umbrella Liability \$4,000,000 per occurrence/aggregate

All insurance policies carried by Adept hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Adept, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Adept, pursuant to the terms of this Agreement. Adept shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy.

#### SECTION 8. INDEMNIFICATION

Adept shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Adept or Adept's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Adept, or c) Adept breach of this Agreement.

IN NO EVENT SHALL EITHER ADEPT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ADEPT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO ADEPT.

It is understood and agreed by the parties hereto that Adept is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any nets for which they are supposed to





monitor or inform. As required by the monitoring and Intrusion Industry and the manufacturers thereof, Adept indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Adept. Adept shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Adept from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Adept.

#### **SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY**

This Agreement shall be governed and construed in accordance with the laws of the state/province which the Work is being performed. Adept agrees to comply with all laws and regulations relating to or governing the Work. Adept agrees to comply with all reporting requirements imposed by law or this Agreement. Adept shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Adept prior to beginning work.

In the event that Adept discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Adept is entitled to stop the Work at that facility if such hazardous material, or unsafe working conditions were not provided by or caused by Adept. Adept in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Adept shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Adept from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

#### **SECTION 10. DISPUTES**

In the event of any dispute between Adept and Customer, Adept and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

#### **SECTION 11. MISCELLANEOUS**

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Adept may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Adept. Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent. A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Adept and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Adept shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver. The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.



# City of Greenbelt Police Department

Project Location  
**City of Greenbelt Police Department**  
550 Crescent Rd  
Greenbelt, MD 20770

## Police Department Access Control

Proposal No.: 124685.0  
Tuesday, December 31, 2019

Prepared For  
**Gordon Pracht**



16701 Melford Blvd  
Suite 400  
Bowie, MD 20715  
MD — Alarm: 107-1981 | VA — Alarm: 11-9175



Security 101 - DC  
16701 Melford Blvd  
Suite 400  
Phone: 844-900-1101  
Fax: 301-576-7656  
Website: [www.Security101.com](http://www.Security101.com)

Tuesday, December 31, 2019

Gordon Pracht  
City of Greenbelt Police Department  
550 Crescent Rd  
Greenbelt, MD 20770

Re: Police Department Access Control

Dear Gordon Pracht:

Thank you for allowing Security 101 the opportunity to present this proposal for your consideration. This proposal is based on our discussions, meetings, site surveys, and bid documents created by your organization.

Our company is uniquely qualified to provide the installation and service required for the above referenced security system. Security 101 has an established track record of installing and maintaining similar systems as well as meeting strict time schedules and budget requirements.

Our engineering and project management staff have worked together with me to create this proposal. This team will be prepared to deliver your installation in an organized and professional manner. Our installation crews and service technicians will be uniformed, trained, and in company stocked vehicles.

In addition, upon completion of the installation, our service department staff will be ready to provide you with same day service utilizing our unique computerized dispatch system.

Finally, although most of the work to be done will be executed by other team members, I will be committed to monitoring the process and making sure that your system meets or exceeds your expectations.

Bob Boden  
Owner  
[rboden@security101.com](mailto:rboden@security101.com)  
Cell Phone: 301-873-7806



## General System Description

### Proposal #124685.0 Police Department Access Control

This proposal is for Security 101 to furnish and install an Avigilon Access Control System to the Greenbelt Police Department. The system consists of five (5) card readers and three (3) monitored doors for a total of eight (8) doors. The system is scalable with the ability to work with a county wide solution. Credentials can be programmed locally and reused as needed by the Greenbelt Police Department. Readers and credentials are using SEOS technology for enhanced security. Lockset handles will be provided to replace two (2) cipher locks per request of the Greenbelt Police Department.

#### Exclusions:

- Door work outside of scope of work to include door handles, hinges, key locks, etc.
- Door frame adjustments and repairs
- High voltage wiring where power supplies are needed



## Scope of Work

Proposal #124685.0 Police Department Access Control

### Access Control

#### Credentials

#### Access Cards

|             |     |                                                                                                                                                                    |
|-------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Access Card | 200 | COMPOSITE ICLASS SEOS CONTACTLESS SMART CARD 8 KB MEMORY, PROG., F-GLOSS, B-GLOSS, MATCH. ICLASS #, NO SLOT, LAM<br>(AVIGILON ACCESS – AC-HID-CARD-SEOS-5006PGGMN) |
|-------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|

#### Panel Locations

#### Head End

|                              |   |                                                                                                                                      |
|------------------------------|---|--------------------------------------------------------------------------------------------------------------------------------------|
| Control Panel                | 1 | Access Control Manager Professional 6 – Web-Based PACS Professional Appliance for 16 Readers<br>(AVIGILON ACCESS – AC-APP-16R-PRO-6) |
| Control Panel                | 1 | Intelligent Controller LP1502<br>(AVIGILON ACCESS – AC-MER-CONT-LP1502)                                                              |
| Power Supply - Control Panel | 1 | PSU 8 door Mercury Dual 75W 12/24VDC<br>(AVIGILON ACCESS – AC-LSP-8DR-MER-LCK)                                                       |
| Reader Board Type #1         | 2 | 2-Reader Interface Module - (2 reader: mag or wiegand, 8 inputs, 6 relays)<br>(AVIGILON ACCESS – AC-MER-CON-MR52)                    |

#### Access Controlled Doors

#### Main Entrance

This is the main entry and exit point to the police station and will remain open 24/7 for public access. Door contacts will be installed to monitor door status and record open/close event history.

No card reader is to be installed on door. Door can be controlled by software if needed.

|                    |   |                                                                             |
|--------------------|---|-----------------------------------------------------------------------------|
| Door Contact       | 2 | 3/4 SPDT STEEL DOOR CONTACT BROWN<br>(INTERLOGIX-SENTROL US – 1076C-M)      |
| Electric Lock 1    | 1 | Double Maglock 12/24<br>(SDC - SECURITY DOOR CONTROLS – 1512V)              |
| Exit Device - Mech | 1 | ILLUMN.RQST.TO EXIT STA, SS/SG<br>(ALARM CONTROLS CORPORATION – TS-2)       |
| Exit Device - PIR  | 1 | DS150I WITH TP160 TRIM PLATE<br>(DETECTION SYSTEMS/BOSCH SEC – DS150ITP160) |
| Other              | 1 | Materials: Material to install door hardware provided by Misc.              |

#### Lobby Communications Door

New store room lever lock will be installed to replace the current cupher locks. A reader will be installed to provide access to



## Scope of Work (cont.)

Proposal #124685.0 Police Department Access Control

authorized personnel only.

Existing door stike is presumed in working condition.

|                   |   |                                                                                                                    |
|-------------------|---|--------------------------------------------------------------------------------------------------------------------|
| Card Reader In    | 1 | iCLASS SE R40 Contactless Smart Card Reader, Wall Switch, No Prox<br>(AVIGILON ACCESS – AC-HID-READ-ICLASS-SE-R40) |
| Door Contact      | 1 | 3/4 SPDT STEEL DOOR CONTACT BROWN<br>(INTERLOGIX-SENTROL US – 1076C-M)                                             |
| Exit Device - PIR | 1 | DS150I WITH TP160 TRIM PLATE<br>(DETECTION SYSTEMS/BOSCH SEC – DS150ITP160)                                        |
| Other             | 1 | Materials: Material to install door hardware provided by Misc.                                                     |
| Other             | 1 | Special Parts: Store Room Lever Locks with Remodel Plates provided by Baltimore Lock                               |

### Lobby Records Door

New store room lever lock will be installed to replace the current cipher locks. A reader will be installed to provide access to authorized personnel only. Door contacts will monitor the door open/closed status.

Existing door stike is presumed in working condition.

|                   |   |                                                                                                                    |
|-------------------|---|--------------------------------------------------------------------------------------------------------------------|
| Card Reader In    | 1 | iCLASS SE R40 Contactless Smart Card Reader, Wall Switch, No Prox<br>(AVIGILON ACCESS – AC-HID-READ-ICLASS-SE-R40) |
| Door Contact      | 1 | 3/4 SPDT STEEL DOOR CONTACT BROWN<br>(INTERLOGIX-SENTROL US – 1076C-M)                                             |
| Exit Device - PIR | 1 | DS150I WITH TP160 TRIM PLATE<br>(DETECTION SYSTEMS/BOSCH SEC – DS150ITP160)                                        |
| Other             | 1 | Materials: Material to install door hardware provided by Misc.                                                     |
| Other             | 1 | Special Parts: Store Room Lever Locks with Remodel Plates provided by Baltimore Lock                               |

### Basement Entrance Intake Door 1

Door contacts will monitor the door open/closed status.

No reader will be installed and will be controlled by software.

|                    |   |                                                                              |
|--------------------|---|------------------------------------------------------------------------------|
| Electric Lock 1    | 1 | 1511 M LOCK 12/24V DC 628 DPS BA<br>(SDC - SECURITY DOOR CONTROLS – 1511VDB) |
| Exit Device - Mech | 1 | ILLUMN.RQST.TO EXIT STA, SS/SG<br>(ALARM CONTROLS CORPORATION – TS-2)        |
| Exit Device - PIR  | 1 | DS150I WITH TP160 TRIM PLATE<br>(DETECTION SYSTEMS/BOSCH SEC – DS150ITP160)  |
| Other              | 1 | Materials: Material to install door hardware provided by Misc                |

### Basement Entrance Door

A reader will be installed to provide access to authorized personnel only. Door contacts will monitor the door open/closed status.

A card reader will be installed to grant access to authorized personnel only.





## Scope of Work (cont.)

Proposal #124685.0 Police Department Access Control

|                    |   |                                                                                                                    |
|--------------------|---|--------------------------------------------------------------------------------------------------------------------|
| Card Reader In     | 1 | iCLASS SE R40 Contactless Smart Card Reader, Wall Switch, No Prox<br>(AVIGILON ACCESS – AC-HID-READ-ICLASS-SE-R40) |
| Electric Lock 1    | 1 | 1511 M LOCK 12/24V DC 628 DPS BA<br>(SDC - SECURITY DOOR CONTROLS – 1511VDB)                                       |
| Exit Device - Mech | 1 | ILLUMN.RQST.TO EXIT STA, SS/SG<br>(ALARM CONTROLS CORPORATION – TS-2)                                              |
| Exit Device - PIR  | 1 | DS150I WITH TP160 TRIM PLATE<br>(DETECTION SYSTEMS/BOSCH SEC – DS150ITP160)                                        |
| Other              | 1 | Materials: Material to install door hardware provided by Misc                                                      |

### Stairwell Exit Door

Door contact will monitor the door open/closed status. An alarm will sound if door is propped open for a period of time.

|              |   |                                                                        |
|--------------|---|------------------------------------------------------------------------|
| Door Contact | 1 | 3/4 SPDT STEEL DOOR CONTACT BROWN<br>(INTERLOGIX-SENTROL US – 1076C-M) |
| Sounder      | 1 | CHIME TONE (PA-200)<br>(ALARM CONTROLS CORPORATION – PA-200)           |

### Chief's Secretary Office

A reader will be installed to provide access to authorized personnel only. Door contacts will monitor the door open/closed status.

|                   |   |                                                                                                                    |
|-------------------|---|--------------------------------------------------------------------------------------------------------------------|
| Card Reader In    | 1 | iCLASS SE R40 Contactless Smart Card Reader, Wall Switch, No Prox<br>(AVIGILON ACCESS – AC-HID-READ-ICLASS-SE-R40) |
| Door Contact      | 1 | 3/4 SPDT STEEL DOOR CONTACT BROWN<br>(INTERLOGIX-SENTROL US – 1076C-M)                                             |
| Electric Lock 1   | 1 | Electric Strike supplied and installed by Baltimore Lock<br>(HANCHETT ENTRY SYSTEMS (HES) – Lock)                  |
| Exit Device - PIR | 1 | DS150I WITH TP160 TRIM PLATE<br>(DETECTION SYSTEMS/BOSCH SEC – DS150ITP160)                                        |
| Other             | 1 | Materials: Material to install door hardware provided by Misc.                                                     |

### Evidence Room Door

A reader will be installed to provide access to authorized personnel only. Door contacts will monitor the door open/closed status.

|                 |   |                                                                                                                    |
|-----------------|---|--------------------------------------------------------------------------------------------------------------------|
| Card Reader In  | 1 | iCLASS SE R40 Contactless Smart Card Reader, Wall Switch, No Prox<br>(AVIGILON ACCESS – AC-HID-READ-ICLASS-SE-R40) |
| Door Contact    | 1 | 3/4 SPDT STEEL DOOR CONTACT BROWN<br>(INTERLOGIX-SENTROL US – 1076C-M)                                             |
| Electric Lock 1 | 1 | Electric Strike supplied and installed by Baltimore Lock<br>(HANCHETT ENTRY SYSTEMS (HES) – Lock)                  |





## Scope of Work (cont.)

Proposal #124685.0 Police Department Access Control

|                   |   |                                                                              |
|-------------------|---|------------------------------------------------------------------------------|
| Exit Device - PIR | 1 | DS150I WITH TP160 TRIM PLATE<br>(DETECTION SYSTEMS/BOSCH SEC – DS150I/TP160) |
| Other             | 1 | Materials: Material to install door hardware provided by Misc.               |



## Financial Summary

Proposal #124685.0 Police Department Access Control

**Bill to:** City of Greenbelt Police Department  
550 Crescent Rd  
Greenbelt, MD 20770

**Ship to:** Attn: Gordon Pracht  
City of Greenbelt Police Department  
550 Crescent Rd  
Greenbelt, MD 20770

### Access Control

|                         |                    |
|-------------------------|--------------------|
| INSTALLATION            | \$16,164.12        |
| EQUIPMENT               | \$15,609.16        |
| MATERIALS               | \$0.00             |
| <b>TOTAL INVESTMENT</b> | <b>\$31,773.28</b> |

### GRAND TOTALS

|                         |                    |
|-------------------------|--------------------|
| INSTALLATION            | \$16,164.12        |
| EQUIPMENT               | \$15,609.16        |
| MATERIALS               | \$0.00             |
| <b>TOTAL INVESTMENT</b> | <b>\$31,773.28</b> |



## Terms & Conditions

Proposal #124685.0 Police Department Access Control

### Limited Warranty, Exclusions and Disclaimers

1. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, Security 101 warrants all Equipment and installation labor rendered as part of the Work against defects in materials for a period of twelve (12) months and labor for a period of Twelve (12) months (the "Warranty Period") from the date of substantial completion of the installation; provided, however, no warranty is made as to, and there is specifically excluded from the warranty, any and all expendable supplies, equipment and parts, or any portions of the Work which have been misused, abused, not used in the manner intended, neglected, or damaged by an act of God or altered, modified, or manipulated in any manner by Customer or a third party. Any defect in the installation during the Warranty Period will be repaired or replaced at the option of Security 101. Any shipping charges in connection with a repair or replacement shall be the responsibility of Customer. The repair or replacement shall constitute Customer's sole remedy against Security 101.

2. Security 101 MAKES NO OTHER OR FURTHER WARRANTY WITH RESPECT TO INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK OTHER THAN THE FOREGOING WARRANTY AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. IN NO EVENT SHALL Security 101 BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE AS A RESULT OF A DEFECT IN LABOR, EQUIPMENT OR OTHER SUPPLIES OR MATERIALS WITH RESPECT TO ANY ITEM FURNISHED UNDER THE AGREEMENT, MALFUNCTION OR NONFUNCTION OF ANY SYSTEM, WRONGFUL PERFORMANCE OF OR FAILURE TO PERFORM ANY ACTS INCLUDED IN THE WORK, TRANSPORTATION DELAYS OR BREACH OF WARRANTY.

4. Customer acknowledges that no warranty, representation, or statement by any representative of Security 101 not stated herein shall be binding. This writing, and the document or documents attached hereto or of which this writing is a part, if any, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.

### Limitation of Liability

5. The parties understand and agree that: (a) the Work is intended to constitute or be part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither Security 101 nor any person engaged by Security 101 to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, customers, invitees or any other person at the location(s) where the work is performed (the "Location(s)"); (d) the Price and Payment Terms are based solely on the cost and value of Security 101 providing the Work and are unrelated to the value of property of Customer or others located at the Location(s); (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to Security 101 for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; (f) Security

101 MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIPMENT SUPPLIED AS PART OF THE WORK) WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT.

6. Notwithstanding the foregoing provisions of this Section or for whatever reason, Security 101 should be found liable for personal injury or property loss or damage caused by a failure to perform by Security 101 or the failure of any materials or equipment in any respect whatsoever or a court of proper jurisdiction determines the limitations on warranties are inapplicable, Customer agrees that the aggregate liability of Security 101 under or with respect to the Agreement, the Work to be performed under, and any warranty provided pursuant to, the Agreement, shall be limited to a sum equal to the lesser of (i) one-tenth (1/10) of the total Price to be paid by Customer under the Agreement, (ii) if the Price is to be paid in monthly payments or installments (other than progress payments), an amount equal to six (6) monthly payments, or (iii) Five Hundred Dollars (\$500.00), and this liability shall be exclusive, and that the provisions of this subsection shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the Work, from breach of warranty, or from negligence, active or otherwise of Security 101.

### Indemnification

7. When Customer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Customer shall indemnify, save, defend and hold harmless Security 101 from and against all claims brought by parties other than the parties to the Agreement. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by Security 101, and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Customer shall have no duty to indemnify in the case of gross negligence or willful misconduct by Security 101, its employees, agents or assigns. Customer agrees to indemnify Security 101 against, and to defend and hold Security 101 harmless from any action for subrogation which may be brought against Security 101 by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees.

### Design Development, Programming, Drawings, Ownership, and Software License(s)

8. Design Development. Customer and Security 101 have together developed or will develop the design and specifications for the Work. When



## Terms & Conditions (cont.)

### Proposal #124685.0 Police Department Access Control

Customer has accepted or approved the design and specifications, the sole and final responsibility for the design and specifications shall be Customer's. Security 101 shall have no liability to Customer for any loss or damage claimed against or incurred by Customer or any employee, agent or licensee of Customer because of any defect or alleged defect in the design or specifications or the failure of the equipment or the Work to perform as desired or anticipated by Customer.

9. **Programming.** Security system programming is an essential element of the systems operation and performance. Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to Customer's day-to-day and other business operations and parameters and the changes or modifications to them. To the extent required by the design and specifications of the Work, Security 101 shall:

(i) Load a configuration program that will allow Customer's security system to perform basic access control operation, door timers, lock timers, and basic alarm functions; and

(ii) Provide a total number of hours of personnel training regarding Customer's security system as specified in the Agreement; if a number of hours is not specified, the total number of hours of training shall not exceed fifteen (15). Personnel training may include training of operators, administrators, or other personnel designated by Customer. Training subjects shall be dictated by Work specifications but may include password configuration, door identification, timers, alarms and reports. Additional training, programming or related consulting services provided by Security 101 at Customer's request shall be provided at an above contract cost.

#### 10. Drawings:

(i) To the extent required by the design and specifications of the Work, Security 101 shall provide reasonable descriptions of the functional operation of the system(s) being provided by the Work by furnishing riser diagram drawings.

(ii) Security 101 may provide, at Customer's request and at an above contract cost, detail drawings utilizing industry standard electronic floor plans.

11. **Ownership.** Prior to completion of the Work, any drawings, specifications and equipment lists developed in connection with the design for the Work shall remain the property of Security 101 whether the Work for which they were made is executed or not. Drawings, specifications and equipment lists shall be returned to Security 101 on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Security 101 unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Customer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Security 101; and (c) are not to be reproduced in whole or in part without prior written consent of Security 101. Upon substantial completion of the Work and final payment in full by Customer, ownership of drawings, specifications and equipment lists shall become Customer's.

12. **Software License(s).** Software required to operate systems are governed by the License Agreement provided by the system manufacturer(s).

### Access Control Terms & Conditions

?13. All Door(s) and associated door hardware are not included, unless specifically identified in the scope of work and/or equipment list.

14. Coring of new or existing doors required for electrified locking hardware is not included, unless specifically identified in the scope of work.

15. Modification of any new or existing fire doors is not included. Additional charges may apply if SECURITY 101 is requested to perform such work.

16. Proper door alignment and mechanical operation is the responsibility of others.

17. Programming and configuration of your microprocessor and/or CPU is included, excluding loading the database. It shall be the responsibility of the Customer to load the data base which involves defining access levels, time zones, personnel data, programming maps, defining alarm messages and instructions, along with the input of any user defined data. Individual cardholder input and definition is also excluded.

18. Access control cards are not included, unless specifically identified in the scope of work and/or equipment list.

19. Access control system computer UPS is not included unless specifically identified in the scope of work and/or equipment list.



## Terms & Conditions (cont.)

Proposal #124685.0 Police Department Access Control

20. FIRE ALARM RELEASE - It the responsibility of the customer and the fire alarm service provider for this site. Any permits required in accordance with the fire alarm system or release shall be obtained by the fire alarm service provider.

### Additional Terms & Conditions

Require



## Acceptance

Proposal #124685.0 Police Department Access Control

For the amount of **\$31,773.28** (plus tax of \$0.00)

This proposal dated Tuesday, December 31, 2019 is valid until Saturday, February 29, 2020

The person or persons below represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership and software licenses and the Warranty Service Plan, if included as a part of this proposal. This system proposal is intended to provide the customer partial protection of the designated premises. Its design should be understood to represent a compromise between the costs, understood scope of work and customer feedback. Accordingly, such a system may not provide ample protection from all possible threats, and Security 101 shall not be responsible in such an event.

### Payment Terms

33% upon Deposit

34% upon Equipment Received

33% upon Job Complete

Under no circumstances may the customer make payments directly to any subcontractor, material supplier, laborer or any other person performing work or furnishing material under the Agreement without the prior written consent of Security 101.

Security 101 may assign this Agreement to any other person, firm or corporation without notice to or approval by the customer and may subcontract any activities which may be performed under this Agreement, either voluntarily or by operation of law, without the consent of the customer.

### Licenses

MD — Alarm: 107-1981 | VA — Alarm: 11-9175

City of Greenbelt Police Department

Security 101 - DC

\_\_\_\_\_  
Authorized Customer Signature (date)

\_\_\_\_\_  
Authorized Security 101 Signature (date)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Purchase Order Number



may avail itself of any other legal or equitable remedy. Customer shall reimburse LSS costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure

#### SECTION 4. WARRANTY

LSS provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period")

- a. That Work performed under this Agreement will be of good quality.
- b. That all equipment will be new unless otherwise required or permitted by this Agreement.
- c. That the Work will be free from defects not inherent in the quality required or permitted, and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that LSS shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided LSS is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by LSS in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which LSS hereby assigns to Customer without recourse to LSS. Upon request of Customer, LSS will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by LSS, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

#### SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or LSS may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work, shall be in writing signed by both Customer and LSS. If Customer orders any additional work or causes any material interference with LSS's performance of the Work, LSS shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

#### SECTION 6. FORCE MAJEURE

Neither Customer nor LSS shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by LSS due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

#### SECTION 7. INSURANCE

LSS shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation Employers Liability Commercial General Liability

Statutory Limits

\$1,000,000 per occurrence/aggregate

\$1,000,000 per occurrence/aggregate

\$2,000,000 general aggregate

Automobile Liability

\$1,000,000 per occurrence/aggregate

Excess/Umbrella Liability

\$4,000,000 per occurrence/aggregate

All insurance policies carried by LSS hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by LSS, as applicable, but only to the extent of liabilities falling within the indemnity obligations of LSS, pursuant to the terms of this Agreement. LSS shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

#### SECTION 8. INDEMNIFICATION

LSS shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of LSS or LSS's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by LSS, or c) LSS breach of this Agreement.

IN NO EVENT SHALL EITHER LSS OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LSS BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO LSS.

It is understood and agreed by the parties hereto that LSS is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, LSS indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by LSS. LSS shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless LSS from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by LSS.

#### SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY



This Agreement shall be governed and construed in accordance with the laws of the state/province which the Work is being performed. LSS agrees to comply with all laws and regulations relating to or governing the Work. LSS agrees to comply with all reporting requirements imposed by law or this Agreement. LSS shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to LSS prior to beginning work.

In the event that LSS discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, LSS is entitled to stop the Work at that facility if such hazardous material, or unsafe working conditions were not provided by or caused by LSS. LSS in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. LSS shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless LSS from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

#### **SECTION 10. DISPUTES**

In the event of any dispute between LSS and Customer, LSS and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

#### **SECTION 11. MISCELLANEOUS**

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. LSS may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by LSS. Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent. A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or LSS and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or LSS shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver. The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.




**LIFE SAFETY  
SYSTEMS**

**Quotation #:** 03728  
**Opportunity#:** 3650\_18  
**Date:** October 8, 2019  
**Opportunity Name:** City of Greenbelt Police Department - Access Control System  
**Attention:** Officer Gordon Pracht  
**From:** Andrew Watts  
 (410) 552-1777  
 awatts@lssmd.com  
 Life Safety Systems, Inc.

This quotation shall remain valid for thirty days from the proposal date. Price is based upon delivery of equipment within three months. Life Safety Systems, Inc. payment terms are NET 30 unless specified otherwise under this proposal.

### SCOPE OF WORK

The S2 System is a highly scalable solution that allows freedom to grow over time without the need to replace equipment or infrastructure. Administrative Users can self-manage settings such as the ability to add/delete credentials of a keycard holder and customize the access of each keycard holder. The S2 product also allows the Administrative Users to tie-in additional locations (any size and geographic distribution) remotely. Large global enterprises can build an entire ecosystem of S2 access control and video management systems under one centrally controlled network by installing an S2 Network Node at the remote location(s). This is a long term savings versus adding new, standalone, access control systems on a building by building basis.

Per the request of the Greenbelt Police Department, LS Systems shall furnish and install an S2 Access Control System with (1) access blade. The control panel shall be mounted in the HUB Room. The following scope of work shall be conducted at the below designated door locations:

| <b>MAIN ENTRANCE VESTIBULE DOUBLE DOORS</b><br>(entrance into the vestibule, not entrance into building)                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The Main Entrance Vestibule Double Doors are a 24/7 entry and exit point for the police station. These doors shall be equipped with mag-locks and shall be tied into the S2 System for emergency lockdown functionality as well as incorporation of door contacts to monitor door opening/closing event history. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| LOCATION PICTURE:                                                                                                                                                                                                                                                                                                | SCOPE:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                                                                                                                                                                                                               | <ul style="list-style-type: none"> <li>- Install (2) Maglock with Brackets</li> <li>- Install (1) Request to Exit Motion Sensor</li> <li>- Install (1) Emergency Exit Button</li> <li>- Install (2) 1" Door Contacts</li> <li>- Install Necessary Cable</li> </ul> <p><b>NOTE:</b> These doors will be able to be locked down electronically from the S2 Platform in the event of an emergency as a "panic button" feature requested by GBPD.</p> <p><b>NOTE:</b> Due to the station being a 24-hour, public access operation, these double doors shall <i>not</i> have a card reader installed.</p> |


**LIFE SAFETY**  
 SYSTEMS

**LOBBY COMMUNICATIONS DOOR**

The Lobby Communications Door leads to police department communications room and back offices. This area is to be secured to authorized individuals by means of a credentialed badge system and a card reader. Existing door strikes shall be utilized. LS Systems shall replace door hardware trim, removing current cipher locks. Door contacts shall also be installed to monitor door opening/closing event history.

**LOCATION PICTURE:**

**SCOPE:**

- Install (1) Lockset Door Hardware Trim
- Install (1) Long Range Card Reader
- Install Necessary Cable

**LOBBY RECORDS DOOR**

The Lobby Records Door leads to police department records and back offices as well as basement stairwell. This area is to be secured to authorized individuals by means of a credentialed badge system and a card reader. Existing door strikes shall be utilized. LS Systems shall replace door hardware trim, removing current cipher locks. Door contacts shall also be installed to monitor door opening/closing event history.

**LOCATION PICTURE:**

**SCOPE:**

- Install (1) Lockset Door Hardware Trim
- Install (1) Long Range Card Reader
- Install Necessary Cable


**LIFE SAFETY  
SYSTEMS**

| <b>BASEMENT ENTRANCE INTAKE DOOR</b><br>(entrance into the processing area)                                                                                                                                                                                         |                                                                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The Basement Entrance Intake Door is in the fenced in area connected to the rear of the building. This door shall be equipped with mag-lock and shall be tied into the S2 System and be outfitted with door contacts to monitor door opening/closing event history. |                                                                                                                                                                                                                                                                  |
| LOCATION PICTURE:                                                                                                                                                                                                                                                   | SCOPE:                                                                                                                                                                                                                                                           |
|                                                                                                                                                                                   | <ul style="list-style-type: none"> <li>- Install (1) Maglock w/ Brackets</li> <li>- Install (1) Request to Exit Motion Sensor</li> <li>- Install (1) Emergency Exit Button</li> <li>- Install (1) 1" Door Contacts</li> <li>- Install Necessary Cable</li> </ul> |

| <b>BASEMENT ENTRANCE DOOR</b><br>(threshold between vestibule and hallway)                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The Basement Entrance Door leads to the basement hallway access. This area is to be secured to authorized individuals by means of a credentialed badge system and a card reader. Mag-lock hardware will be installed to secure the doors. Door contracts will also be installed to monitor door opening/closing event history. |                                                                                                                                                                                                                                                                                                              |
| LOCATION PICTURE:                                                                                                                                                                                                                                                                                                              | SCOPE:                                                                                                                                                                                                                                                                                                       |
|                                                                                                                                                                                                                                             | <ul style="list-style-type: none"> <li>- Install (1) Maglock w/ Bracket</li> <li>- Install (1) Long Range Card Reader</li> <li>- Install (1) Request to Exit Motion Sensor</li> <li>- Install (1) Emergency Exit Button</li> <li>- Install (1) 1" Door Contact</li> <li>- Install Necessary Cable</li> </ul> |

| <b>STAIRWELL EXIT DOOR</b>                                                                       |
|--------------------------------------------------------------------------------------------------|
| 1417 KNECHT AVE, SUITE 2A • ARBUTUS, MD 21227 • 410-552-1777 • FAX: 866-461-2798 • WWW.LSSMD.COM |



**LIFE SAFETY**  
SYSTEMS

The Stairwell Exit Door was identified by LS Systems as a point of vulnerability during the survey. LS Systems has deemed it important to monitor the door through door contacts and an audible door prop alarm.

| LOCATION PICTURE:                                                                 | SCOPE:                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <ul style="list-style-type: none"> <li>- Install (1) Door Prop Alarm</li> <li>- Install (1) 1" Door Contact</li> <li>- Install Necessary Cable</li> </ul> <p><b>NOTE:</b> Alarm will audibly sound when propped for a duration of time.</p> |

**Please Note the Following:**

- Per the request of Greenbelt Police Department, all card readers are specified to be "Long Range" for ease of access via "hands free" credential confirmation from a distance. Manufacturer specifications outline an 8" reading distance from the reader without obstruction.
- LS Systems shall install cable for all door equipment that will connect to the S2 Access Control Panel in the HUB Room. Proper wire mold shall be furnished and installed for any exposed wire of the access control equipment. Additionally, (200) access cards shall be provided to the police station. Cards are programmable and reusable.
- Upon installing the above equipment, LS Systems shall program designated system credentials. The system shall be tested for functionality and the Greenbelt Police Department shall be trained.
- For programming of the key cards, The Greenbelt Police Department shall provide an employee list to LSS prior to the start of the project.





**LIFE SAFETY  
SYSTEMS**

#### **Quote Details**

##### **This quote includes**

Delivery of any needed material  
Applicable taxes  
Training on any new equipment  
Applicable operations and maintenance manuals

##### **Security Exclusions:**

Work on door hardware including but not limited to hinges, handles, locks, etc.  
Work on door frame  
Door re-alignment  
High voltage wiring

##### **This quote excludes the following unless noted elsewhere on the proposal**

Material and Installation of Conduit, Pipe, Deck Work, Boxes and Fittings  
Lifts and Hoists  
Vertical Core Drilling  
On-Site Lockable Storage Facility  
Ceiling Tiles and Ceiling Grid Repairs  
Horizontal Core Drilling  
Fees associated with obtaining electronic CAD files  
Permit fees  
Engineer's plan review & stamping fees  
Any modification to existing base building FACP or Annunciator (IF APPLICABLE)  
Payment & Performance Bonds  
Patching and Painting  
Firestopping / Caulking (excluding existing penetrations)  
Fire Watch  
120VAC and Fused Disconnect Switch  
Correction of Wiring Faults and field devices errors Caused by Others  
Floor Coverings for Lifts and Hoists  
U.L. Central Station Monitoring Services  
U.L. Listing for the premise (Proposal available upon request)  
Client Support Plan (Proposal available upon request)  
Maintenance of proper environmental conditions for protection and operation of equipment/devices

#### **CLARIFICATIONS AND EXCLUSIONS**

- This quote is based on all wiring being free of ground faults, shorts or any other problematic conditions that may arise due to wiring. This MUST be confirmed in writing before Life Safety Systems Inc. arrives on site for any tie in, programming, or testing.
- Life Safety Systems Inc assumes absolutely no responsibility for the isolation or correction of wiring faults, such as opens, shorts, grounds, incorrect EOL, resistor values, pinched or broken wire/conductors etc.
- Installed equipment will be properly protected by others
- Maintenance of proper environmental conditions for provided equipment will be provided by others
- Twenty Five percent (25%) of the proposed sell price shall be payable to Life Safety Systems Inc. for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
- Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
- Life Safety Systems, Inc. reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.



**LIFE SAFETY**  
SYSTEMS

- Submittal Packages (CAD engineered drawings and equipment submittal books) will require a minimum of 15 business days for completion depending on the size of the project (size to be determined prior to acceptance). Any special requests outside of these parameters will be accommodated based on availability at additional costs.
- Any revisions or alteration to the submitted drawings or submittal package will result in additional charges for engineering/re-engineering, re-printing and re-submitting (If the submittal package requires special NICET, UL, FPE or licensing – additional cost will be incurred)
- Any returned material **MUST** be in brand new re-sellable condition. Any items that are opened or not in their original packaging are not returnable. All items that are returned for credit are subject to a 50% restocking charge
- All invoice terms are Net 30 calendar days unless specifically noted elsewhere. We do not operate on a "paid when paid" basis. This proposal is based strictly on a Net 30 payment basis.
- Life Safety Systems Inc requires that all project invoices be paid to 90% prior to the project's substantial completion.
- Warranty service is based on standard working hours 6:00am – 3:30pm Monday through Friday (excluding holidays). Warranty service after standard working hours will be provided on an overtime basis (Saturdays and Sundays are time plus half, holidays are double-time).
- Any and all equipment will require a minimum of ten business days for delivery after we receive a written release from the customer. Any special requests for delivery outside of these parameters will be accommodated based on availability at additional costs if required.
- Unless noted under "performance items" this proposal assumes that all conduit, raceway and wiring will be provided and installed by a qualified electrical contractor who is familiar with low voltage wiring and is comfortable using tools and techniques that may be required to isolate and correct wiring faults in regards to low voltage wiring.
- Additional work beyond the scope provided herein will require a signed change order prior to the project commencing in regards to Life Safety Systems Inc.

#### PROJECT INVESTMENT

**Price: \$26,958.00 [Twenty Six Thousand Nine Hundred and Fifty-Eight Dollars]**

Thank you for considering Life Safety Systems, Inc. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you like to proceed with the scope of work as outlined in this proposal, please sign below and email/fax directly to our office.

Sincerely,

Andrew Watts

**By signing below, I accept this proposal and agree to the Terms and Conditions contained herein.**

\_\_\_\_\_  
Authorized Agent or Representative (Print)

\_\_\_\_\_  
Purchase Order / Job Number

\_\_\_\_\_  
Authorized Agent or Representative (Sign)

\_\_\_\_\_  
Date



**LIFE SAFETY  
SYSTEMS**

## TERMS AND CONDITIONS

Throughout this Installation Proposal, the term "LSS" refers to the Life Safety Systems, Inc. operating in the state/province in which the work is being performed.

### SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Signed Date as specified in the attached scope of work, and represents the entire agreement between LSS and Customer (the "Agreement") and it may only be amended by a written document signed by both LSS and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

LSS agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work,
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement,
- c. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to LSS:

- a. To promptly approve submittals provided by LSS,
- b. To provide access to all areas of the facility which are necessary to complete the Work,
- c. To supply suitable electrical service as required by LSS, and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when LSS is first notified of the emergency or failure and until such time that LSS notifies the Customer that the systems are operational or that the emergency has cleared.

### SECTION 2. PRICING

Pricing and amounts proposed shall remain in valid for 30 days unless otherwise specified. Price includes only the material listed based on LSS's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

### SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay LSS twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, LSS will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to LSS as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay LSS in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to LSS, LSS shall be entitled to suspend the work until paid, and charge Customer an Interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse LSS costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

### SECTION 4. WARRANTY

LSS provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period")

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement,
- c. That the Work will be free from defects not inherent in the quality required or permitted, and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that LSS shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided LSS is notified in writing of any defect within the Warranty Period. Any equipment or products installed by LSS in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which LSS hereby assigns to Customer without recourse to LSS. Upon request of Customer, LSS will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by LSS, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

### SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or LSS may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and LSS. If Customer orders any additional work or causes any material interference with LSS's performance of the Work, LSS shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

### SECTION 6. FORCE MAJEURE

Neither Customer nor LSS shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by LSS due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

### SECTION 7. INSURANCE

LSS shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer:

1417 KNECHT AVE. SUITE 2A • ARBUTUS, MD 21227 • 410-552-1777 • FAX: 866-461-2798 • WWW.LSSMD.COM





**LIFE SAFETY  
SYSTEMS**

prior to beginning work hereunder:

Worker's Compensation Employers Liability Commercial General Liability

Statutory Limits

\$1,000,000 per occurrence/aggregate

\$1,000,000 per occurrence/aggregate

\$2,000,000 general aggregate

Automobile Liability

\$1,000,000 per occurrence/aggregate

Excess/Umbrella Liability

\$4,000,000 per occurrence/aggregate

All insurance policies carried by LSS hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by LSS, as applicable, but only to the extent of liabilities falling within the indemnity obligations of LSS, pursuant to the terms of this Agreement LSS shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy

#### **SECTION 8. INDEMNIFICATION**

LSS shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of LSS or LSS's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by LSS, or c) LSS breach of this Agreement

**IN NO EVENT SHALL EITHER LSS OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LSS BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO LSS.**

It is understood and agreed by the parties hereto that LSS is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, LSS indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by LSS. LSS shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless LSS from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by LSS.

#### **SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY**

This Agreement shall be governed and construed in accordance with the laws of the state/province which the Work is being performed. LSS agrees to comply with all laws and regulations relating to or governing the Work. LSS agrees to comply with all reporting requirements imposed by law or this Agreement. LSS shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to LSS prior to beginning work.

In the event that LSS discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, LSS is entitled to stop the Work at that facility if such hazardous material, or unsafe working conditions were not provided by or caused by LSS. LSS in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. LSS shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless LSS from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

#### **SECTION 10. DISPUTES**

In the event of any dispute between LSS and Customer, LSS and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

#### **SECTION 11. MISCELLANEOUS**

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. LSS may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by LSS. Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent. A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or LSS and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or LSS shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver. The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.





**Quotation #:** 09887

**Opportunity#:** 10567\_19

**Date:** October 11, 2019

**Opportunity Name:** City of Greenbelt Police Department - Additional ACS Doors  
550 Crescent Road  
Greenbelt, MD 20770

**Attention:** Gordon Pracht

**From:** Andrew Watts  
(410) 552-1777  
awatts@lssmd.com

Life Safety Systems, Inc.  
1417 Knecht Ave STE 2A  
Arbutus, MD 21227  
www.lssmd.com

This quotation shall remain valid for thirty days from the proposal date. Price is based upon delivery of equipment within three months. LS Systems payment terms are NET 30 unless specified otherwise under this proposal.

#### SCOPE OF WORK

LS Systems, at the request of the City of Greenbelt Police Department, shall provide access control of (2) additional portals. LS System will accomplish this with the following materials and labor:

| CHIEF'S SECRETARY OFFICE DOOR                                                       |                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Entry point leading to the Chief of Police's secretary's office.                    |                                                                                                                                                                                                                       |
| LOCATION PICTURE:                                                                   | SCOPE:                                                                                                                                                                                                                |
|  | <ul style="list-style-type: none"> <li>- Install (1) S2 Access Control Module</li> <li>- Install (1) Long Range Card Reader</li> <li>- Install (1) Electric Door Strike</li> <li>- Install Necessary Cable</li> </ul> |



| EVIDENCE ROOM DOOR                                                                 |                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Entry point to the police station's evidence room.                                 |                                                                                                                                                                                                                       |
| LOCATION PICTURE:                                                                  | SCOPE:                                                                                                                                                                                                                |
|  | <ul style="list-style-type: none"> <li>- Install (1) S2 Access Control Module</li> <li>- Install (1) Long Range Card Reader</li> <li>- Install (1) Electric Door Strike</li> <li>- Install Necessary Cable</li> </ul> |

#### Quote Details

##### This quote includes

Delivery of any needed material  
 Applicable taxes  
 Training on any new equipment  
 Applicable operations and maintenance manuals

##### Security Exclusions:

Work on door hardware including but not limited to hinges, handles, locks, etc.  
 Work on door frame  
 Door re-alignment  
 High voltage wiring

##### This quote excludes the following unless noted elsewhere on the proposal

Material and Installation of Conduit, Pipe, Deck Work, Boxes and Fittings  
 Lifts and Hoists  
 Vertical Core Drilling  
 On-Site Lockable Storage Facility  
 Ceiling Tiles and Ceiling Grid Repairs  
 Horizontal Core Drilling  
 Fees associated with obtaining electronic CAD files  
 Permit fees  
 Engineer's plan review & stamping fees



Any modification to existing base building FACP or Annunciator (IF APPLICABLE)

Payment & Performance Bonds

Patching and Painting

Firestopping / Caulking (excluding existing penetrations)

Fire Watch

120VAC and Fused Disconnect Switch

Correction of Wiring Faults and field devices errors Caused by Others

Floor Coverings for Lifts and Hoists

U.L. Central Station Monitoring Services

U.L. Listing for the premise (Proposal available upon request)

Client Support Plan (Proposal available upon request)

Maintenance of proper environmental conditions for protection and operation of equipment/devices

#### CLARIFICATIONS AND EXCLUSIONS

- This quote is based on all wiring being free of ground faults, shorts or any other problematic conditions that may arise due to wiring. This MUST be confirmed in writing before LS Systems arrives on site for any tie in, programming, or testing.
- LS Systems assumes absolutely no responsibility for the isolation or correction of wiring faults, such as opens, shorts, grounds, incorrect EOL, resistor values, pinched or broken wire/conductors etc.
- Installed equipment will be properly protected by others
- Maintenance of proper environmental conditions for provided equipment will be provided by others
- Twenty Five percent (25%) of the proposed sell price shall be payable to LS Systems for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
- Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
- LS Systems reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
- Submittal Packages (CAD engineered drawings and equipment submittal books) with require a minimum of 15 business days for completion depending on the size of the project (size to be determined prior to acceptance). Any special requests outside of these parameters will be accommodated based on availability at additional costs.
- Any revisions or alteration to the submitted drawings or submittal package will result in additional charges for engineering/re-engineering, re-printing and re-submitting (If the submittal package requires special NICET, UL, FPE or licensing – additional cost will be incurred)
- Any returned material MUST be in brand new re-sellable condition. Any items that are opened or not in their original packaging are not returnable. All items that are returned for credit are subject to a 50% restocking charge
- All invoice terms are Net 30 calendar days unless specifically noted elsewhere. We do not operate on a "paid when paid" basis. This proposal is based strictly on a Net 30 payment basis.
- LS Systems requires that all project invoices be paid to 90% prior to the project's substantial completion.
- Warranty service is based on standard working hours 6:00am – 3:30pm Monday through Friday (excluding holidays). Warranty service after standard working hours will be provided on an overtime basis (Saturdays and Sundays are time plus half, holidays are double-time).
- Any and all equipment will require a minimum of ten business days for delivery after we receive a written release from the customer. Any special requests for delivery outside of these parameters will be accommodated based on availability at additional costs if required.
- Unless noted under "performance items" this proposal assumes that all conduit, raceway and wiring will be provided and installed by a qualified electrical contractor who is familiar with low voltage wiring and is comfortable using tools and techniques that may be required to isolate and correct wiring faults in regards to low voltage wiring.
- Additional work beyond the scope provided herein will require a signed change order prior to the project commencing in regards to LS Systems



## PROJECT INVESTMENT

**Price: \$6,768.00 [Six Thousand Seven Hundred Sixty-Eight Dollars]**

Thank you for considering LS Systems. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you like to proceed with the scope of work as outlined in this proposal, please sign below and email/fax directly to our office.

Sincerely,

Andrew Watts

**By signing below, I accept this proposal and agree to the Terms and Conditions contained herein.**

\_\_\_\_\_  
Authorized Agent or Representative (Print)

\_\_\_\_\_  
Purchase Order / Job Number

\_\_\_\_\_  
Authorized Agent or Representative (Sign)

\_\_\_\_\_  
Date

## TERMS AND CONDITIONS

Throughout this Installation Proposal, the term "LSS" refers to the LS Systems operating in the state/province in which the work is being performed.

### SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Signed Date as specified in the attached scope of work, and represents the entire agreement between LSS and Customer (the "Agreement") and it may only be amended by a written document signed by both LSS and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

LSS agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work,
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement,
- c. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to LSS:

- a. To promptly approve submittals provided by LSS,
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- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when LSS is first notified of the emergency or failure and until such time that LSS notifies the Customer that the systems are operational or that the emergency has cleared.

### SECTION 2. PRICING

Pricing and amounts proposed shall remain in valid for 30 days unless otherwise specified. Price includes only the material listed based on LSS's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

### SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay LSS twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, LSS will invoice Customer each month for the Work performed during the previous month.

Customer agrees to pay the amount due to LSS as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay LSS in full after the Work has been performed within thirty (30) days of the date of being invoiced.

Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to LSS, LSS shall be entitled to suspend the work until paid, and charge Customer an Interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and

## City Council Agenda Item Report

Meeting Date: February 10, 2020

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: LEGISLATION

Agenda Section:

---

### Subject:

A RESOLUTION TO AUTHORIZE THE NEGOTIATED PURCHASE OF PACKING, SHIPPING AND STORAGE SERVICES FOR THE MUSEUM COLLECTION FROM ELY, INC. OF FORESTVILLE AT AN ESTIMATED COST OF \$15,000.

- 2nd Reading, Adoption

### Suggested Action:

Reference:

Resolution

Ely Website Pages

The FY 2019 Budget included funds to move the Greenbelt Museum's collection of furnishings, household goods and artifacts to off-site storage. The Museum Director, in consultation with the Friends of the Greenbelt Museum (FOGM) Board, identified a facility in Forestville, Ely Inc. that specializes in relocation and storage of Museum collections. Ely is a women-owned small business formed in 1998.

In October, 2019, Ely packed and moved the first half of the Museum Collection. Museum staff were very pleased with the professionalism and care demonstrated by Ely during this move.

The estimated total cost to protect, pack and transport the collection is \$7,900. These are one-time costs. The monthly storage cost is currently \$560 per month or \$6,700 per year. Because the total costs for FY 2020 will exceed \$10,000 a Resolution for Negotiated Purchase is required.

At the Regular Meeting on January 27, Council member Davis introduced this Ordinance for first reading. Staff recommends this Resolution be introduced for second reading and adoption.

### Attachments:

[Resolution.pdf](#)

[Ely Website Pages.pdf](#)

[Offsite storage.pdf](#)

[Sample Storage Areas at ELY, Inc.pdf](#)



Introduced: Ms. Davis  
1st Reading: January 27, 2020  
Passed:  
Posted:  
Effective:

RESOLUTION NUMBER XXXX

A RESOLUTION TO AUTHORIZE THE NEGOTIATED PURCHASE OF PACKING, SHIPPING AND STORAGE SERVICES FOR THE MUSEUM COLLECTION FROM ELY, INC. OF FORESTVILLE AT AN ESTIMATED COST OF \$15,000.

---

WHEREAS, the FY 2020 Budget includes funds to provide for off-site storage for the Greenbelt Museum's collection of artifacts, furniture and other items; and

WHEREAS, many of the Museum's artifacts and furnishings are unique historic items which require appropriate care and proper storage; and

WHEREAS, the Museum Director and the Friends of the Greenbelt Museum (FOGM) identified a firm, Ely, Inc. with specialized experience in collections relocation and storage of Museum artifacts; and

WHEREAS, under the close supervision of the Museum Director, Ely Inc. has begun the process of carefully packing and transferring the collection to their facility in Forestville. NOW, THEREFORE,

BE IT RESOLVED by the Council of the City of Greenbelt, Maryland, that the City Manager be authorized to contract with Ely, Inc. to provide packing, shipping and storage services at an estimated cost of \$15,000 in FY 2020.

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of \_\_\_\_\_, 2020.

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

ATTEST:

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

# MUSEUM QUALITY STORAGE

Our storage facilities provide safe and secure areas to house any type of collection.

## **WHAT ARE THE QUALITIES OF A GOOD STORAGE FACILITY FOR WORKS OF ART?**

A storage facility should provide a safe and secure area. Limited access guarantees privacy and protection from damage. Likewise, proper controls should regulate the environment inside the storage area. Finally, clients should have unrestricted access to their collections at the storage facility.





## **WHY ARE THESE QUALITIES IMPORTANT?**

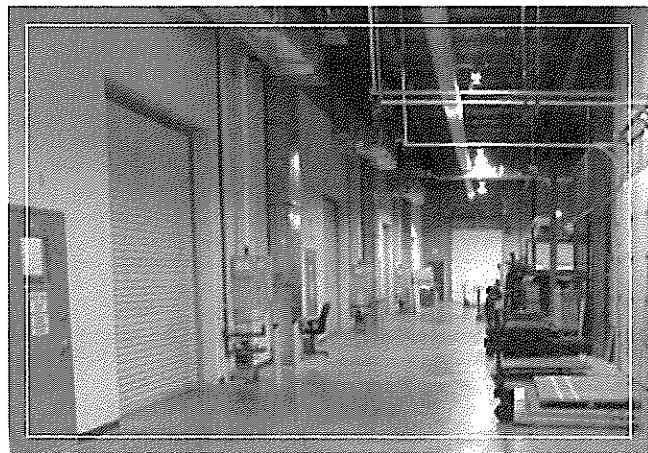
Peace of mind is essential when it comes to determining storage needs. Acceptable temperature and relative humidity ranges require expensive equipment that most institutions cannot afford. Also, video surveillance, fire suppression systems, smoke alarms and redundant security measures are integral to an

exceptional storage facility. Finally, access is necessary for those who wish to visit their collections to view their objects, perform conservation treatments or conduct registration activities.

## **WHY IS ELY THE BEST CHOICE FOR ARTWORK STORAGE?**

ELY storage facilities offer fully customizable areas, from fully partitioned vaults with dedicated monitoring to co-mingled, non-climate warehousing. We designed our facilities to promote rigid environmental controls. Data collected in real time prevents the temperature and relative humidity from exceeding acceptable levels.

Dedicated fire suppression systems reach every area, and we test our smoke alarms regularly. Video cameras monitor the exteriors and interiors of the buildings and multiple levels of security control personnel access to each area. We welcome those clients wishing to visit their collections by not charging access fees and will provide resources and equipment as needed inside their specific areas.



**For more information contact**  
**Kelsa Coker at [kelsa@elyinc.com](mailto:kelsa@elyinc.com)**



# HISTORY OF ELY

Formed in Washington, DC, in 1998, the principals of ELY sought to fill a void in the museum industry by pairing customer service with superior skills and experience. As our clients came to rely on our unique and consumer-driven approach, we slowly added more support for their needs. In addition to superb crating and art and artifact handling services, we included collections relocation, traveling exhibition, storage and mountmaking services. By taking advantage of new opportunities with our clients, we developed original and innovative services and built long lasting relationships with institutions throughout the industry. Today, the majority of our business comes from repeat customers or referrals from satisfied clients.

Our commitment to service also translates to the way we treat our own staff. As our business grew, we hired qualified, highly skilled professionals who further refined their talents at ELY. We focus on employee retention by stressing education, innovation and a healthy work environment. Our benefits package includes free health care, paid time for volunteer opportunities, investments in continuing education and a generous allotment of leave. As a result, our staff has developed into a knowledgeable, highly proficient team of professionals that continues to earn the praise of our clients.

We are a small, women-owned business that can fulfill the needs of any institution, regardless of size. From multi-year contracts with government and military agencies to small installations at historic houses, we treat all of our clients with the respect and attention that they deserve. Every project is important to us as a way to learn more about our industry and to offer our clients the value-added services they need.

# **Off-Site Storage of the Museum Collection**

## **Collections Stewardship Standards**

*“Stewardship is the careful, sound and responsible management of that which is entrusted to a museum’s care. Possession of collections incurs legal, social and ethical obligations to provide proper physical storage, management and care for the collections and associated documentation, as well as proper intellectual control. Collections are held in trust for the public and made accessible for the public’s benefit. Effective collections stewardship ensures that the objects the museum owns, borrows, holds in its custody and/or uses are available and accessible to present and future generations. A museum’s collections are an important means of advancing its mission and serving the public.” - American Alliance of Museums*

*“A significant part of any institution's care of collections is preventive. This includes providing the best climate control for collections and also the safest storage.” - American Institute for Conservation*

### **Why Off-Site Fine Art Storage is Necessary**

- Once 10A is completed, the Museum will lose its current office space, Room 306, in the Community Center (CC). All collection items not on display at the Museum house or in the exhibit on the first floor of the CC have been housed in Room 306. The collection has steadily grown over the past 32 years and is too large to fit into any of the spaces at 10A.
- The Museum collection consists of Greenbelt furniture including sofa, chairs, dressers, beds, dining room tables, dining chairs, mirrors, etc.; large appliances and fixtures including a stove, refrigerator, sewing machine, sink, toilet, cabinetry; and small household items, such as dishes, appliances, clothing, mirrors, toys, books, etc.
- We adhere to a strict Collections Policy as developed by the FOGM Board which prioritizes items that were made or used in Greenbelt from roughly 1937 to 1952 when the US government sold the town.

### **Research and Selection of Storage Space Company**

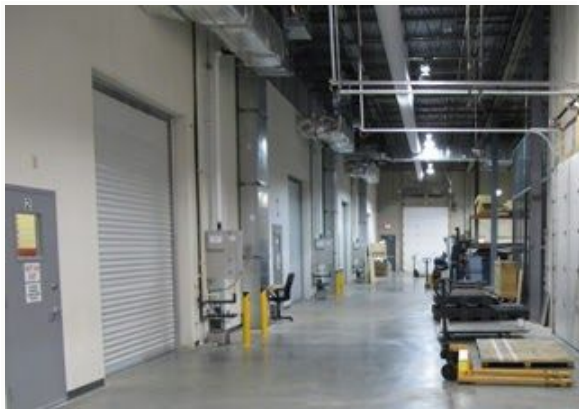
- Museum staff along with the assistance of the FOGM Board researched a variety of options for storage in the area. We visited EZStorage at 10401 Rhode Island Avenue in Beltsville, SelfStoragePlus at 10108 Greenbelt Road in Lanham, MD. Both were basic storage facilities without adequate temperature/humidity controls. We also visited Artex in Landover, a fine art handling and storage company and ELY, Inc. in Forestville. Both were impressive spaces, but ELY, Inc. offered a lower price per square foot.

- ELY Inc. is woman-owned and has highly trained staff of professional art handlers. The company works not just with many of the museums and galleries in the DMV region including the Smithsonian's National Museum of Natural History and the Air and Space Museum, Mount Vernon, The Spy Museum, The Sewall-Belmont House, but also museums across the country including Minnesota Historical Society, High Museum in Georgia, American Civil War Museum in Richmond, Virginia, etc.
- The storage facility in Forestville meets all of the requirements for fine art storage including temperature and humidity controls, fire suppression systems, video cameras monitoring both exteriors and interiors. Also ELY does not charge access fees if we need to access our collection.

### **Transfer of Collection**

- Four ELY staffers came to Greenbelt in early October for the first phase of the move. They carefully extracted each piece of furniture from the Museum's storage area, wrapped it in paper, then situated it in large boxes with appropriate padding, and loaded it onto their trucks. Because each item had to be packed carefully, the collection takes up more space than it typically would in a standard move. The process took one work day.
- We anticipate that we'll need one additional day of packing and moving which will include the rest of the furniture and small items which will also be wrapped and boxed. If there are any items that need to be transferred after that, we will transport them to ELY.
- Once at ELY, each piece is shrink wrapped to ensure that any potential pests or mold/mildew won't get in or out. Then it is placed on the shelving in our designated area at ELY.

Sample Storage Areas at ELY, Inc.



ELY, Inc. Staff of 4 Packing Collection



## City Council Agenda Item Report

Meeting Date: February 10, 2020

Submitted by: Terri Hruby

Submitting Department: Planning

Item Type: LEGISLATION

Agenda Section:

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### **Subject:**

A Resolution to Authorize the Negotiated Purchase of Professional Service to Undertake a Community Visioning Process from the Neighborhood Design Center at a cost of \$19,910.00.

- 1st Reading

### **Suggested Action:**

Reference:

Resolution

the Neighborhood Design Center Proposal

Over the last several months' staff has been working with the Neighborhood Design Center to define a community visioning process that is all-inclusive and tailored to the unique qualities and characteristics of Greenbelt. The NDC has experience working with cities and towns on visioning projects and has success with modifying its approach to meet the specific needs of the community it is serving. The NDC's proposed process is designed to build on the successes of previous visioning and planning efforts undertaken by the City and move them forward for several years. At the foundation of the NDC's proposal is community engagement. A series of six community meetings held throughout the City and open to all will seek to gain community input on a series of topics such as public safety, recreation, transportation, the environment, economic development, and social services. The NDC process will engage residents, businesses, City boards, and committees and City organizations (i.e., Homeowner Associations, faith-based organizations, etc.). The NDC will also work with City staff on identifying creative ways to engage the community throughout the process. It is anticipated that the project will take six months to complete.

The NDC's fee to complete this project is \$19,910.00.

It is recommended the Resolution be introduced for first reading.

### **Attachments:**

[Resolution.pdf](#)

[the NDC Proposal - Final.pdf](#)

Introduced:  
1<sup>st</sup> Reading:  
Passed:  
Posted:  
Effective:

RESOLUTION NUMBER XXX

A RESOLUTION TO AUTHORIZE THE NEGOTIATED PURCHASE OF PROFESSIONAL SERVICES TO UNDERTAKE A COMMUNITY VISIONING PROCESS FROM THE NEIGHBORHOOD DESIGN CENTER, AT A COST NOT TO EXCEED \$19,910.00.

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WHEREAS, the City seeks a qualified consultant to complete a community visioning process; and

WHEREAS, City staff has been in discussions with the Neighborhood Design Center who has experience with working with cities and towns within Maryland and Prince George's County in completing visioning and planning processes; and

WHEREAS, a review of the Neighborhood Design Centers experience and qualifications supports that they are qualified to conduct a successful community visioning process;

WHEREAS, the Neighborhood Design Center has submitted a proposal rich in community engagement to conduct a visioning process designed to build on the successes of previous visioning and planning efforts undertaken by the City, and move them forward for several years. NOW, THEREFORE,

BE IT RESOLVED by the Council of the City of Greenbelt, Maryland that the City Manager is authorized to contract with the Neighborhood Design Center for the completion of a community visioning process for the City of Greenbelt as outlined in their proposal dated, January 20, 2020, at a cost not to exceed \$19,910.00.

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

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of February \_\_, 2020.

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

ATTEST:

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

To: Judith Howerton, Community Planner  
Dept. of Planning & Community Development  
City of Greenbelt  
15 Crescent Road, #200  
Greenbelt, MD 20770

From: Dana Puzey, Enterprise Development Director  
Neighborhood Design Center  
4318 Gallatin Street  
Hyattsville, MD 20781

Date: January 20, 2019

**Subject: Updating Greenbelt's Roadmap to Success**

### **PROJECT DESCRIPTION**

In the past several years, the City of Greenbelt has undertaken several robust planning processes. The result of these plans is a set of goals and priorities that reflect the City's values. In collaboration with City Officials, Neighborhood Design Center (NDC) will facilitate a process meant to build on the success of previous plans and move them forward for another several years. This process will inventory existing documents and organize goals and priorities in a clear and cohesive manner. Residents and businesses will be engaged to confirm what Greenbelt already does that contributes to it being a thriving community and what needs to be done to become a thriving, ideal community. Discussions will also capture new issues which might be missing from the current plans. Beyond assessment and priority ranking, NDC will also ask participants to rank future focus areas and confirm metrics of success or milestones to measure whether goals are being accomplished. Suggestions for additional metrics or milestones will be welcome during the process.

#### **Preliminary Goals:**

- Confirm Greenbelt's current direction and goals as laid out in its various plans.
- Assess if existing goals and direction are aligned with what is needed for a thriving,
- Confirm metrics of success and/or milestones for each of the elevated goals.
- Increase the public's understanding of government process and the power they hold to be involved and influence the future of Greenbelt.

### **PROJECT TASKS & DELIVERABLES**

NDC proposes the following tasks and deliverables, to occur over a six-month timeframe.

## Community Engagement

- Six (6) Focus groups with Greenbelt residents, located in each of the three main areas: East Greenbelt, Central Greenbelt, and West Greenbelt with each group having a different topical area to be discussed. Trust is very important to ensure representative groups are engaged. To do this, NDC will coordinate with Greenbelt Recreation Dept events, reach out to the Faith Association to help spread the word, host one meeting focused on businesses (perhaps to coincide with Quarterly Business Coffee), and identify events or groups that will represent the arts as an integral part of Greenbelt's identity.
  - GOALS:
    1. Inform/remind residents about previous planning efforts' recommendations
    2. Assess if previously set out goals are currently being met
    3. Articulate concerns, document successes, and identify opportunities for growth based on previous planning efforts and Greenbelt's current state
    4. Ideate about what might be missing from the goals / priorities to support a thriving Greenbelt
    5. Rank what is most important for a thriving Greenbelt
    6. Connect residences with resources
- One (1) 2 hour Meeting with Advisory Board Representatives and business leaders
  - GOALS:
    1. Present preliminary findings
    2. Get feedback on content, method of presentation, language
    3. Review existing metrics / milestones to measure progress moving forward
- Three (3) 1 hour Feedback meetings
  - GOALS:
    1. Present findings- what exists and what is needed for a thriving Greenbelt- and confirm if they are accurate
    2. Review focus area priority ranking
    3. Review metrics of success/milestones
    4. Identify which focus areas are to be completed by which sector (ie- local government, community, private business, County government, etc)
- Share out final document via email for final review
- Present final document to Greenbelt City Council (25 minute presentation)

### Deliverables:

- Report summarizing the process and outcomes of engagement. This information will include, though is not limited to: Community-ranked priorities, Opportunities for growth, concerns, successes, and a metric for assessing achievement of priorities. NDC will develop a draft for review by the City and a final report in PDF and printed form.



## TIMELINE

- Six months from project kick-off

## DELIVERABLES AND USE

Deliverables will be documented as 8.5x11 or 11x17 format, color, PDF form. Products and elements of products generated by NDC will be used by the City of Greenbelt and community partners solely for the purpose of this program. All products will be concept-only; not for permitting purposes. NDC bears no liability for implementation based on conceptual design products.

## FEES AND PAYMENT SCHEDULE

NDC requests the fee to be paid in four payments:

- \$2,000 upon signing of this proposal,
- \$6,500 at 35% complete,
- \$6,500 at 75% complete, and
- \$4,910\* upon completion of final deliverables.

The City of Greenbelt may elect to have NDC offer additional technical assistance, which will be a fee additional to the listed \$19,910.00\* to be billed at \$125 per hour and invoiced monthly. The following table outlines the estimated cost of each service.

| Services & Deliverables                      | Fee                 |
|----------------------------------------------|---------------------|
| Project Oversight & Planning                 | \$ 5,100            |
| Engagement (Includes Printing and Materials) | \$ 9,700            |
| Final Report                                 | \$ 3,300            |
| <b>Subtotal</b>                              | <b>\$ 18,100.00</b> |
| 10% Contingency*                             | \$ 1,810.00         |
| <b>Total</b>                                 | <b>\$19,910.00</b>  |

*\*Contingency included for project planning and budgeting processes. Client pre-approval will be required for use of contingency. The goal of contingency is to allow for additional engagement if needed to meet project objectives.*

Travel expenses for meetings within Prince George's County are included in the project fee. Printing expenses are also included in the project fee.

## TRANSLATION SERVICES

NDC is not providing Spanish-language translation of surveys, workshop discussions or materials for this project. We have worked with local translators and can provide contact information for the City to engage a translator.

## QUALIFICATIONS AND EXPERIENCE

The Neighborhood Design Center has been operating in Prince George's County since 1993 and Baltimore since 1968. NDC is a strong, mission-driven nonprofit organization that works to improve neighborhood livability, sustainability, and viability by mobilizing resources in support of community sponsored redevelopment projects.

The following NDC program staff will be assigned to the project:

**Allie O'Neill, B.S.Arch, Community Design Works Program Manager:** Allie is an architectural designer with more than 10 years' experience on historic and high-end residential design,

commercial façade and retail design, and community workshop design and deployment. As Program Manager for the Community Design Works Program in NDC's Prince George's County office, Allie facilitates collaborations between community champions, local governments, nonprofit organizations, and local design practitioners. Design outcomes often cross design disciplines, from architecture to public art, landscape architecture to urban planning, and are a result of shared expertise, time, and commitment that brings high quality design to community visions.

**Sophie Morley, MARCH, Project Coordinator:** Ms. Morley is a UK qualified Architect with over 10 years' of architecture design and community engagement experience in the UK and internationally. She holds a degree in Architecture from The University of Brighton, a Higher Diploma in Architecture from Oxford Brookes University and Professional Practice qualification for the Royal Institute of British Architecture. Her experience ranges from large scale urban regeneration to senior and family housing with a focus on inclusive design. Ms. Morley supports community-initiated conceptual design projects leveraging the support of volunteer design professionals and supports staff led projects at both Prince George's County and Baltimore City NDC offices.

**Additional NDC Staff:** NDC may appoint additional staff to work on projects at its sole discretion to meet desired timelines and coordinate workflow with other NDC projects and programs.

#### **OWNERSHIP OF WORK PRODUCTS**

NDC will retain ownership of the designs created by its staff, and grants the City of Greenbelt and project specific partners a non-exclusive license to use them. Client organizations will be provided electronic files of final documentation, typically in PDF format. Future uses of any must credit NDC as the owner and creator. This includes derivatives of the design adapted by others.

#### **TERMINATION**

The Neighborhood Design Center or the client may terminate this contract at any time for any reason by giving at least thirty (30) days' notice in writing to the other party. If the contract is terminated by either party, NDC will establish the balance of funds owed to NDC or the client based on work completed. Balance invoices and payments are expected within 30 days of contract termination.

#### **ACCEPTANCE**

Please acknowledge your acceptance and agreement to the proposal by signing below. This estimate is valid for 30 days.

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Dana Puzey, Enterprise Development Director, Neighborhood Design Center

Date

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Judith Howerton, Community Planner

Date

## City Council Agenda Item Report

Meeting Date: February 10, 2020

Submitted by: David Moran

Submitting Department: Planning

Item Type: OTHER BUSINESS

Agenda Section:

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### **Subject:**

Beltway Plaza Preliminary Plan of Subdivision

### **Suggested Action:**

Reference:

M. Porter Memorandum

Conditions

Preliminary Plan of Subdivision

Illustrative Plan

Eastern Open Space Section

Green Space\_Open Space

GPI Memorandum 2-6-2020

Conceptual Site Plan MOU

Advisory Planning Board Report #2020-1

PRAB Memo-Beltway Plaza

Beltway Plaza PPS Staff Report Jan. 8, 2020 Work Session

The subject Preliminary Plan of Subdivision for the redevelopment of Beltway Plaza proposes the property be divided into 55 parcels to accommodate up to 2,500 multifamily residential units and 700,000 square feet of commercial retail space. This proposal has been presented at two (2) City Council work sessions, three (3) Advisory Planning Board meetings, and a Parks and Recreation Advisory Board meeting.

The Preliminary Plan of Subdivision was filed after a Conceptual Site Plan (CSP) was approved by the Prince George's County Planning Board on March 14, 2019. The City supported this CSP with conditions.

Staff supports a phased mixed-use redevelopment of Beltway Plaza, but has expressed concerns about the proposed Preliminary Plan of Subdivision throughout the review period. These concerns included the impact this development would have on the local transportation network, public safety, and ensuring that the Applicant provide adequate public recreation facilities.

Staff has proposed conditions of support that address these very important issues. Staff continues to work with the Applicant to reach agreement on these conditions for support, and to address comments provided by City Council at the February 3, 2020 work session. A Prince George's County Planning Board hearing is scheduled for February 20, 2020.

Staff recommends City Council support with conditions, as listed on the attached document, the subject Preliminary Plan of Subdivision.

### **Attachments:**

[M. Porter Memorandum.pdf](#)

[Conditions.pdf](#)

[Preliminary Plan of Subdivision.pdf](#)

[Illustrative Plan.pdf](#)

[Eastern Open Space Section.pdf](#)

[Green Space\\_Open Space.pdf](#)

[GPI Memorandum 2-6-2020.pdf](#)

[Conceptual Site Plan MOU](#)

[Advisory Planning Board Report #2020\\_01.pdf](#)

[PRAB Memo- Beltway Plaza 1-15-20.pdf](#)

[Beltway Plaza PPS Staff Report Jan. 8, 2020 Work Session.pdf](#)

**Memorandum:**

**TO:** Nicole Ard, City Manager

**FROM:** Molly Porter, Community Planner I

**VIA:** Terri Hruby, Director, Planning and Community Development

**DATE:** February 7, 2020

**RE:** Beltway Plaza Redevelopment- Preliminary Plan of Subdivision

**Background:**

The purpose of this memorandum is to provide an update on the review of the proposed Preliminary Plan of Subdivision for Beltway Plaza. This PPS proposes a mixed-use development of up to 2,500 multifamily units and 700,000 square feet of commercial retail space. A staff report dated January 2, 2020 was prepared for the January 8, 2020 City Council work session. That staff report outlined major issues that staff had identified at that time.

Since that time the PPS has been presented to the Advisory Planning Board, Parks and Recreation Advisory Board, and a second City Council work session on February 3, 2020. In addition to these presentations, staff has also received additional information from the Applicant and the traffic consultant with whom the City contracted with to further study transportation questions and comments.

**Additional Transportation Information:**

City Staff has worked with the Applicant to address the concerns raised about the Traffic Impact Study (TIS) submitted by the Applicant. Two (2) concerns remained about the impact this development would have on the transportation network. These concerns were intersections that had not been studied during the TIS and the distribution of trips on Breezewood Drive and Cherrywood Lane. To address these concerns Greenman-Pedersen, Inc. (GPI) was contracted with to study whether certain intersections should have been included in the TIS.

On February 6, 2020 Staff received a memorandum from GPI detailing their review of the submitted Traffic Impact Study. Their review found that the following additional intersections should be studied :

- A. Cherrywood Lane and Ivy Lane
- B. Cherrywood Lane and Springhill Drive
- C. Breezewood Drive & Springhill Lane
- D. Springhill Drive & Springhill Lane/Springhill Terrace
- E. MD Route 193 & 63<sup>rd</sup> Avenue/Driveway

F. MD Route 193 & Edmonston Road (South)

G. MD Route 193 & Branchville Road

The review also included recommendations to study the Saturday Midday Peak Hour traffic at full movement site driveways stating that, “While the highest volume-to-capacity ratios at intersections may occur during the weekday PM peak hour, the Saturday Midday peak hour may reveal different issues that require mitigation since travel patterns on a Saturday are different than those on a weekday.”

Their review also included recommendations for providing arrival/departure distribution percentages and sight distance analyses for site access driveways. After receiving this memorandum staff drafted conditions to address these concerns that were then sent to the Applicant.

### **Conditions of Support:**

Attached to this document is a list of conditions that staff has drafted to address issues raised during the review of the PPS, issues raised by the Advisory Boards, and issues raised during the two (2) City Council work sessions. It is important to note that the conditions for support that were agreed to by the City and the Applicant during the Conceptual Site Plan review remain in effect. The conditions that were agreed to during the Conceptual Site Plan addressed the following areas: transportation/circulation, environmental, urban design, and recreation.

During the review of the Preliminary Plan of Subdivision additional conditions have been drafted that address a minimum for-sale housing component, adequate public recreation space, and public safety concerns that were raised during this review.

### **Recommendation:**

Staff continues to support a phased mixed-use redevelopment of Beltway Plaza. As noted above there were concerns raised throughout the review of this Preliminary Plan of Subdivision including but not limited to concerns regarding transportation, public safety, and public recreation. Staff believes that the attached list of conditions addresses the concerns, and therefore staff recommends that City Council support with conditions the subject Preliminary Plan of Subdivision. As of the preparation of City Council meeting materials, staff continues to work with the applicant to achieve agreement on staff’s recommended conditions of support and will provide an update during City Council’s regular meeting on February 10, 2020.

Beltway Plaza Preliminary Plan of Subdivision  
Staff Conditions: 2/7/2020

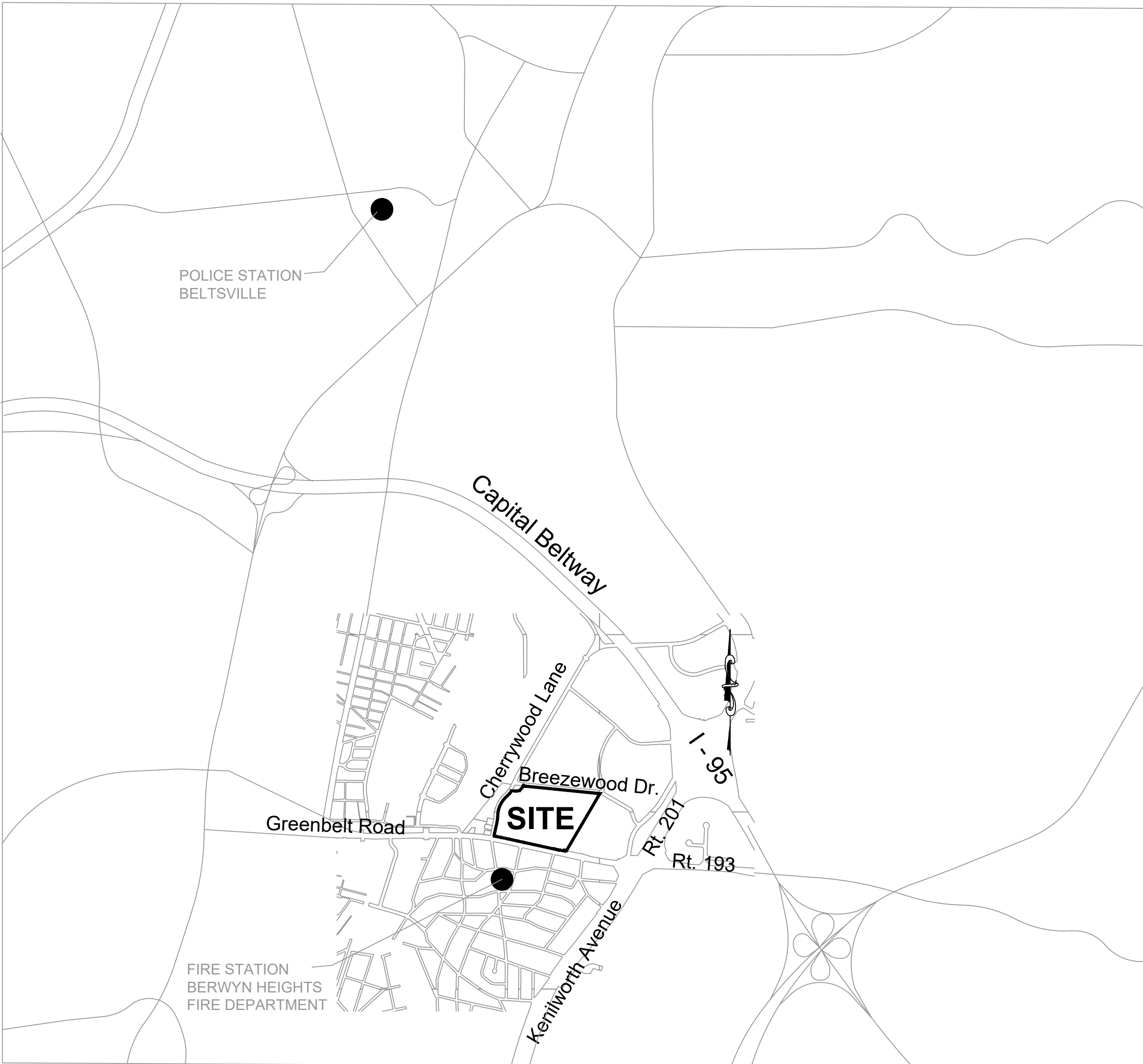
1. These conditions are in addition to all other previous agreements and conditions that were agreed upon between the parties at other stages of review and all previous conditions remain in full effect as well as the conditions stated herein.
2. The applicant shall obtain a construction in the right-of-way permit from the City of Greenbelt for the construction of the proposed access drives on Breezewood Drive, and frontage improvements prior to the issuance of the first building permit. The access permit application shall include an unsignalized intersection analysis for all three access points off of Breezewood Drive. Any improvements required by that analysis shall be funded and constructed by the applicant, with timing to be agreed upon prior to the issuance of the first building permit.
3. The Applicant agrees to explore all opportunities to meet proposed woodland mitigation requirements within the City of Greenbelt and/or within the Anacostia Watershed.
4. The Applicant shall dedicate, provide, or define by other means of agreement approved by the City, 25,000 square feet of improved interior space for recreation activities and necessary ancillary activities. The Applicant shall pay for the improvement of the space to the City's specifications. Prior to or concurrent with the first Detailed Site Plan a cost cap for the improvement of the space and a schedule for construction shall be agreed upon by the Applicant and the City.
5. Prior to alterations to the existing mall structure, the Applicant agrees to submit a plan to the City that addresses how the needs of current Beltway Plaza tenants will be addressed, including priority availability for new/renovated space.
6. Prior to or concurrent with the submittal of each DSP the Applicant agrees to submit documentation (i.e., Phase II Noise Study) to the City demonstrating that both exterior activity areas and interior spaces meet Prince George's County and State of Maryland noise attenuation standards.
7. At the time of every DSP submission, that includes a residential component, the applicant shall submit a recreation package to the County and to the City of Greenbelt that includes the details of the private recreational facilities. At the time of every DSP submission the Applicant shall also submit details of public recreation facilities. Consideration should be given to tot lots, playgrounds, dog parks, and age appropriate facilities per the proposed use.
8. At least 25 percent of the total dwelling units shall be for-sale units. This percentage of for-sale units can be reduced with the introduction of diverse for-rent housing options. The number of for-sale units shall at no time be less than 15 percent of the total dwelling units permitted. At a minimum by the 2<sup>nd</sup> and 4<sup>th</sup> phases, as defined by the Conceptual Site Plan, the redevelopment must include a for-sale housing component, unless otherwise agreed to by the City. At the time of the first Detailed Site Plan for the 2<sup>nd</sup> and

- 4<sup>th</sup> phases the Applicant shall provide a plan detailing how the for-sale housing component will be achieved.
9. The Applicant agrees to provide to the City \$70,000 annually, indexed for inflation, for the funding of a dedicated police officer for the Beltway Plaza property. A schedule for the funding shall be established prior to the approval of the first Detailed Site Plan.
  10. Elevated walkways, as shown on the Illustrative Plan, should be considered by the Applicant where applicable and feasible.
  11. The Preliminary Plan of Subdivision shall be revised to provide additional publicly accessible usable open space on the southern portion of the property.
  12. At the time of every DSP the Applicant shall provide a parking study that details how parking will be provided for each use, both existing and proposed.
  13. The Applicant has previously agreed to explore a shuttle between developments in Greenbelt West. Additionally the Applicant shall explore how this shuttle can connect Greenbelt West to other areas of the City.
  14. When naming private internal streets the Applicant should consider how the history of the City of Greenbelt could inform the street names.
  15. The Applicant should study the need and feasibility of installing a traffic roundabout at the intersection of Street C, as shown on the PPS, and Cherrywood Lane.
  16. Prior to the certification of the Preliminary Plan, the Applicant analyzes the existing and proposed full movement site driveways for Saturday Midday peak hour. Site driveways that are right in/right out only out do not need to be analyzed.
  17. Prior to the certification of the Preliminary Plan, the Applicant provides figures showing the arrival/departure distribution percentages for the existing and proposed site land uses.
  18. The Applicant agrees to provide sight distance analyses, to be reviewed by the City, for all site access drives. This shall be provided prior to or concurrent with the DSP that includes each site access drive.
  19. Prior to the certification of the Preliminary Plan, the Applicant shall revise the Traffic Impact Study to include the intersections below or provide an informational analysis, to the City's satisfaction, that details how all intersections would operate under total traffic.
    - Cherrywood Lane & Ivy Lane
    - Cherrywood Lane & Springhill Drive
    - Breezewood Drive & Springhill Lane
    - Springhill Drive & Springhill Lane/Springhill Terrace
    - MD Route 193 & 63rd Avenue
    - MD Route 193 & Edmonston Road (South)
    - MD Route 193 & Branchville Road
  20. At the time of DSP for any parcel abutting the retaining wall, the applicant agrees to provide certification from a licensed professional engineer that the retaining wall/slope is stable or submit construction plans prepared by a licensed professional engineer if the area is subject to a grading/sediment and erosion control permit.



PRELIMINARY PLAN OF SUBDIVISION 4-19023

BELTWAY PLAZA



NOTE: PROPOSED UTILITIES SHOWN ARE FOR INFORMATIONAL PURPOSES AND ARE SUBJECT TO CHANGE AT FINAL ENGINEERING.

| REVISION | DATE | REVISION | DATE | REVISION | DATE |
|----------|------|----------|------|----------|------|
|          |      |          |      |          |      |
|          |      |          |      |          |      |
|          |      |          |      |          |      |
|          |      |          |      |          |      |
|          |      |          |      |          |      |
|          |      |          |      |          |      |
|          |      |          |      |          |      |

Owner/Developer:

GB Mall Limited Partnership c/o Quantum Co.  
The Quantum Building  
4912 Del Ray Avenue  
Bethesda, MD 20814

BELTWAY PLAZA

ELECTION DISTRICT No. 21  
PRINCE GEORGE'S COUNTY, MARYLAND  
TAX MAP 26,34 GRID A1,A4,B1,B4,C4  
200 FOOT MAP 210NE05,210NE06,211NE05,211NE06

RODGERS  
CONSULTING

1101 Mercantile Lane, Suite 280, Largo, Maryland 20774  
Ph: 301.948.4700 Fx: 301.948.6356 www.rodgers.com

|                                      | BY          | DATE |
|--------------------------------------|-------------|------|
| BASE DATA                            |             |      |
| DESIGNED                             |             |      |
| DRAWN                                |             |      |
| REVIEWED                             |             |      |
| RODGERS CONTACT:                     |             |      |
| RELEASE FOR <input type="checkbox"/> |             |      |
| BY: _____                            | DATE: _____ |      |

PRELIMINARY PLAN  
OF SUBDIVISION  
4-19023

|                  |
|------------------|
| SCALE: AS SHOWN  |
| JOB No. 1287A    |
| DATE: 4/2019     |
| SHEET No. 1 of 7 |

THE MARYLAND-NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION

PRELIMINARY PLAN \_\_\_\_\_

TCP \_\_\_\_\_

PLANNING BOARD ACTION: \_\_\_\_\_

PER PGCPB RESOLUTION #: \_\_\_\_\_

ADOPTION DATE: \_\_\_\_\_

SIGNATURE APPROVAL DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

THIS BLOCK IS FOR  
OFFICIAL USE ONLY  
QR label certifies that this plan  
meets conditions of final approval  
by the Planning Board, its designee  
or the District Council.

M-NCPPC  
APPROVAL

PROJECT NAME: BELTWAY PLAZA

PROJECT NUMBER: 4-19023

For Conditions of Approval see Site Plan Cover Sheet or Approval Sheet  
Revision numbers must be included in the Project Number

PROFESSIONAL  
CERTIFICATION

I hereby certify that these  
documents were prepared or  
approved by me, and that I  
am a duly licensed  
professional engineer under  
the laws of the State of  
Maryland, License No.32490,  
Expiration Date: 6/6/20.

12/16/19

PROFESSIONAL ENGINEER



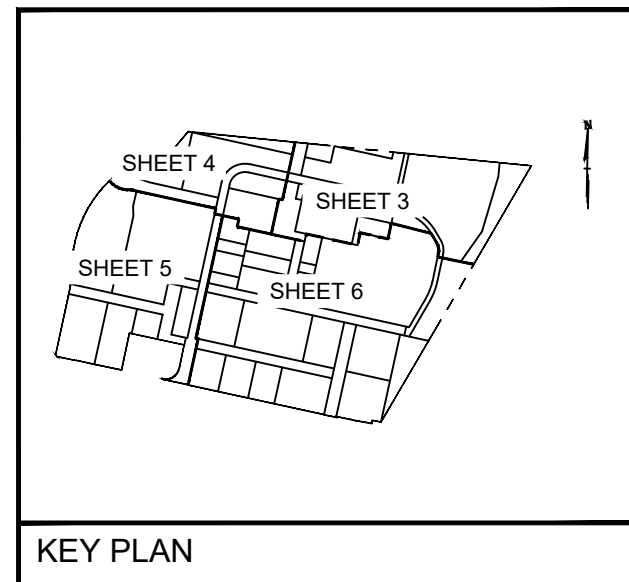
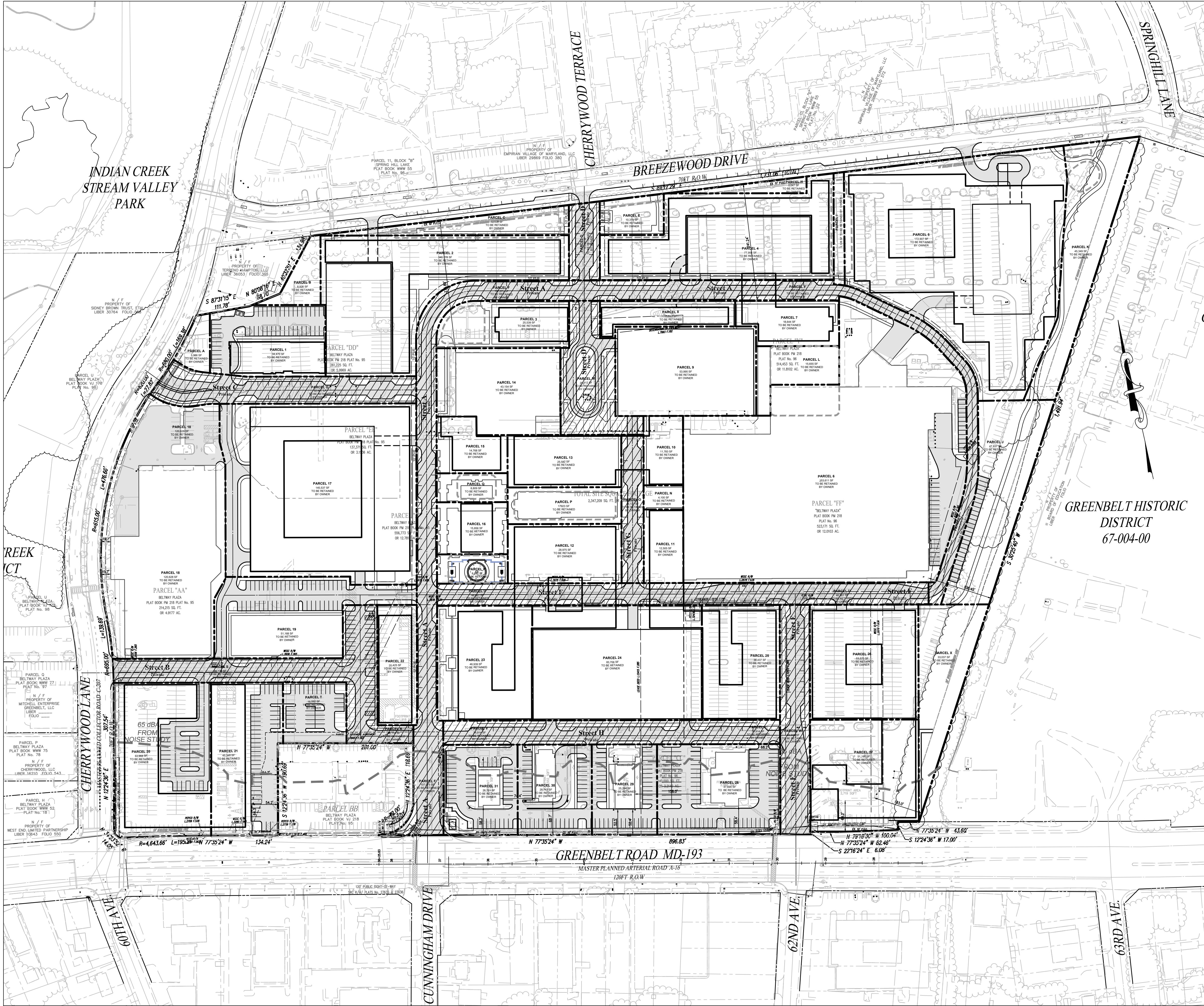
| GENERAL NOTES                                                                                                                                                     |                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 The subject property consists of the following                                                                                                                  | Parcels AA, DD, EE & Z, Beltway Plaza (P.B. PM218, Plat No. 95) Parcels CC, FF & Y, Beltway Plaza (P.B. 218, Plan No.96);                                                                                                                                                      |
| 2 The subject property is located on Tax Map, grid                                                                                                                | Tax Map 26, Grid A4 and B4                                                                                                                                                                                                                                                     |
| 3 The subject property is located on WSSC 200' Sheet                                                                                                              | 210NE05, 210NE06, 211NE05, 211NE06                                                                                                                                                                                                                                             |
| 4 The subdivision proposes:                                                                                                                                       | Subdivision proposes the creation of parcels for residential and commercial uses, and creation of parcels for private roads.                                                                                                                                                   |
| 5 The prior approvals are as listed:                                                                                                                              | NRI-082-2015 (EL), NRI-156-2018 (EL), NRI-156-2018-01, TCP1-008-10, S-04334, S-07251, S-07252, CSP-18010, AC-00005                                                                                                                                                             |
| 6 The Preliminary Plan of Subdivision is proposed for: Land zoned:                                                                                                | S3.88 Total Acres<br>M-U-I (Mixed Use - Infill) / D-D-O (Development District Overlay (Greenbelt Metro Area and MD 193 Corridor)                                                                                                                                               |
| 7 Net developable area outside the PMA:                                                                                                                           | Existing - 53.88 Acres, Proposed - 53.88 Acres                                                                                                                                                                                                                                 |
| 8 Acreage of Environmental Regulated Features:                                                                                                                    | Existing PMA - 0.00 Acres, Proposed - 0.00 Acres                                                                                                                                                                                                                               |
| 9 Acreage of 100- year floodplain:                                                                                                                                | Existing Floodplain - 0.00 Acres, Proposed - 0.00 Acres                                                                                                                                                                                                                        |
| 10 All proposed roads are:                                                                                                                                        | Private                                                                                                                                                                                                                                                                        |
| Acreage of private/public roads:                                                                                                                                  | 8.06 Acres                                                                                                                                                                                                                                                                     |
| 11 The existing zoning/use is:                                                                                                                                    | M-U-I/D-D-O / Commercial                                                                                                                                                                                                                                                       |
| 12 The proposed use of this property is:                                                                                                                          | Residential and Commercial                                                                                                                                                                                                                                                     |
| 13 The proposed number of dwelling units for this subdivision is: This consists of:                                                                               | 2,500 Units<br>2,500 Dwelling, Multifamily                                                                                                                                                                                                                                     |
| 14                                                                                                                                                                | The uses proposed are subject to the C-S-C Zone Regulations (27-462) and the Development District Standards for the Greenbelt Metro Area and MD193 Corridor Sector Plan and Sectional Map Amendment which do not contain a minimum lot size.                                   |
| Minimum lot size required by Zoning Ordinance and Subdivision Regulations (24-130)                                                                                |                                                                                                                                                                                                                                                                                |
| 15 Minimum Lot Width at Front Building Line and Front Street Line:                                                                                                | The uses proposed are subject to the C-S-C Zone Regulations (27-462) and the Development District Standards for the Greenbelt Metro Area and MD193 Corridor Sector Plan and Sectional Map Amendment which do not contain a minimum lot width at front building or street line. |
| 16 Sustainable Growth Tier                                                                                                                                        | Yes, Tier 1                                                                                                                                                                                                                                                                    |
| 17 Military Installation Overlay Zone:                                                                                                                            | No                                                                                                                                                                                                                                                                             |
| 18 Center Corridor Location:                                                                                                                                      | 2002 General Plan Center - Greenbelt Metro<br>2002 General Plan Corridor - University Boulevard                                                                                                                                                                                |
| 19 Stormwater Management Concept number and approval date:                                                                                                        | #46825-2005-03, Approval Date 04/26/2019                                                                                                                                                                                                                                       |
| 20 Water/Sewer Category Designation:                                                                                                                              | Existing W-3 and S-3, Proposed W-3 and S-3                                                                                                                                                                                                                                     |
| 21 Aviation Policy Area:                                                                                                                                          | None                                                                                                                                                                                                                                                                           |
| 22 Mandatory park dedication requirement:                                                                                                                         | Combination of On-Site Facilities & 20,000 sf of interior space for the City of Greenbelt Department of Recreation                                                                                                                                                             |
| 23 Cemeteries on or contiguous to the property:                                                                                                                   | No                                                                                                                                                                                                                                                                             |
| 24 Historic sites in or in the vicinity of the property:                                                                                                          | Yes - Greenbelt Historic District 67-004-00                                                                                                                                                                                                                                    |
| 25 Type One Conservation Plan:                                                                                                                                    | Yes - TCP1-008-10                                                                                                                                                                                                                                                              |
| 26 Within Chesapeake Critical Bay Area (CBCA):                                                                                                                    | No                                                                                                                                                                                                                                                                             |
| 27 Wetlands:                                                                                                                                                      | No                                                                                                                                                                                                                                                                             |
| 28 Streams:                                                                                                                                                       | No                                                                                                                                                                                                                                                                             |
| 29 NRI:                                                                                                                                                           |                                                                                                                                                                                                                                                                                |
| 30 In or adjacent to an easement held by the Maryland Environmental Trust, The Maryland Agricultural Land Preservation Foundation, or any land trust organization | No                                                                                                                                                                                                                                                                             |
| 31 The subject property proposes Public Utility Easements (P.U.E.'S):                                                                                             | 10 foot P.U.E.'S. Public Utility Easements shall be approved by the utility companies at the time of approval of the DSP and reflected on the final plat.                                                                                                                      |
| 32 The boundary survey was prepared by:                                                                                                                           | GLW ALTA Survey July 23, 2015                                                                                                                                                                                                                                                  |
| 33 Applicant:                                                                                                                                                     | Quantum Companies                                                                                                                                                                                                                                                              |
| 34 The 65dBa falls within the limits of this application                                                                                                          | Yes (Phoenix Noise Study dated 05/03/2019)                                                                                                                                                                                                                                     |
| 35 The topography information if from:                                                                                                                            | GIS                                                                                                                                                                                                                                                                            |

| PARCEL | ACRES | DESCRIPTION            | DEDICATION        | Mixed Use Parcels |
|--------|-------|------------------------|-------------------|-------------------|
| A      | 0.14  | Open Space             | Retained by Owner |                   |
| B      | 0.20  | Open Space             | Retained by Owner |                   |
| C      | 0.38  | Open Space             | Retained by Owner |                   |
| D      | 0.24  | Private Road           | Retained by Owner |                   |
| E      | 0.24  | Open Space             | Retained by Owner |                   |
| F      | 2.46  | Private Road           | Retained by Owner |                   |
| G      | 0.74  | Private Road           | Retained by Owner |                   |
| H      | 0.12  | Open Space             | Retained by Owner |                   |
| I      | 0.12  | Open Space             | Retained by Owner |                   |
| J      | 1.10  | Open Space             | Retained by Owner |                   |
| K      | 1.04  | Open Space             | Retained by Owner |                   |
| L      | 0.36  | Commercial             | Retained by Owner | Mixed Use         |
| M      | 0.68  | Private Road           | Retained by Owner |                   |
| N      | 0.09  | Open Space             | Retained by Owner |                   |
| O      | 0.32  | Private Road           | Retained by Owner |                   |
| P      | 0.41  | Open Space             | Retained by Owner |                   |
| Q      | 0.20  | Open Space             | Retained by Owner |                   |
| R      | 0.20  | Open Space             | Retained by Owner |                   |
| S      | 1.06  | Private Road           | Retained by Owner |                   |
| T      | 0.38  | Private Parking Lot    | Retained by Owner |                   |
| U      | 1.08  | Private Road           | Retained by Owner |                   |
| V      | 0.80  | Private Road           | Retained by Owner |                   |
| W      | 0.68  | Private Road           | Retained by Owner |                   |
| X      | 0.76  | Open Space             | Retained by Owner |                   |
| 1      | 0.79  | Commercial/Residential | Retained by Owner | Mixed Use         |
| 2      | 7.82  | Residential            | Retained by Owner |                   |
| 3      | 0.59  | Residential            | Retained by Owner |                   |
| 4      | 1.79  | Residential            | Retained by Owner |                   |
| 5      | 3.97  | Residential            | Retained by Owner |                   |
| 6      | 5.82  | Commercial             | Retained by Owner |                   |
| 7      | 0.43  | Commercial/Residential | Retained by Owner | Mixed Use         |
| 8      | 0.36  | Residential            | Retained by Owner |                   |
| 9      | 1.24  | Commercial             | Retained by Owner |                   |
| 10     | 0.27  | Commercial/Residential | Retained by Owner | Mixed Use         |
| 11     | 0.29  | Commercial/Residential | Retained by Owner | Mixed Use         |
| 12     | 0.67  | Commercial/Residential | Retained by Owner | Mixed Use         |
| 13     | 0.59  | Commercial/Residential | Retained by Owner | Mixed Use         |
| 14     | 0.99  | Commercial             | Retained by Owner |                   |
| 15     | 0.34  | Commercial/Residential | Retained by Owner | Mixed Use         |
| 16     | 0.43  | Commercial/Residential | Retained by Owner | Mixed Use         |
| 17     | 3.34  | Commercial/Residential | Retained by Owner | Mixed Use         |
| 18     | 2.77  | Commercial             | Retained by Owner |                   |
| 19     | 1.17  | Commercial/Residential | Retained by Owner | Mixed Use         |
| 20     | 1.47  | Commercial/Residential | Retained by Owner | Mixed Use         |
| 21     | 1.04  | Commercial/Residential | Retained by Owner | Mixed Use         |
| 22     | 0.47  | Commercial/Residential | Retained by Owner | Mixed Use         |
| 23     | 1.08  | Commercial/Residential | Retained by Owner | Mixed Use         |
| 24     | 1.92  | Commercial             | Retained by Owner |                   |
| 25     | 0.88  | Commercial/Residential | Retained by Owner | Mixed Use         |
| 26     | 1.23  | Commercial/Residential | Retained by Owner | Mixed Use         |
| 27     | 1.18  | Commercial/Residential | Retained by Owner | Mixed Use         |
| 28     | 1.09  | Commercial             | Retained by Owner |                   |
| 29     | 0.58  | Commercial             | Retained by Owner |                   |
| 30     | 0.66  | Commercial             | Retained by Owner |                   |
| 31     | 0.66  | Commercial             | Retained by Owner |                   |

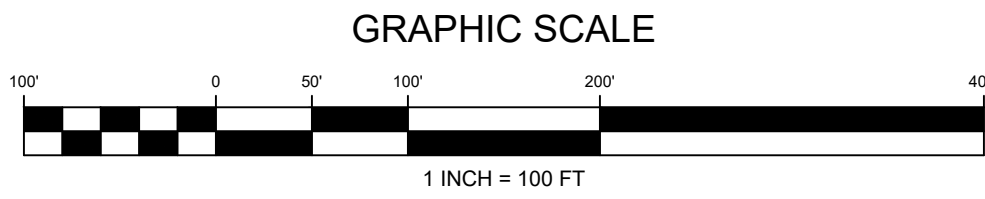
NOTE: PROPOSED UTILITIES SHOWN ARE FOR INFORMATIONAL PURPOSES AND ARE SUBJECT TO CHANGE AT FINAL ENGINEERING.

# PRELIMINARY PLAN OF SUBDIVISION 4-19023

## BELTWAY PLAZA



| PROPERTIES SUBJECT TO THIS APPLICATION |             |                              |  |
|----------------------------------------|-------------|------------------------------|--|
| PARCEL                                 | SIZE        | PLAT REFERENCE               |  |
| AA                                     | 4.92 ACRES  | PLAT BOOK PM 218 PLAT NO. 95 |  |
| CC                                     | 3.21 ACRES  | PLAT BOOK PM 218 PLAT NO. 96 |  |
| DD                                     | 6.00 ACRES  | PLAT BOOK PM 218 PLAT NO. 95 |  |
| EE                                     | 3.15 ACRES  | PLAT BOOK PM 218 PLAT NO. 95 |  |
| FF                                     | 12.01 ACRES | PLAT BOOK PM 218 PLAT NO. 96 |  |
| Y                                      | 11.81 ACRES | PLAT BOOK PM 218 PLAT NO. 96 |  |
| Z                                      | 12.78 ACRES | PLAT BOOK PM 218 PLAT NO. 95 |  |



| SHEET INDEX  |                         |
|--------------|-------------------------|
| SHEET NUMBER | SHEET TITLE             |
| 1            | VICINITY MAP            |
| 2            | COVER SHEET             |
| 3            | EXISTING CONDITIONS     |
| 4 - 7        | PRELIMINARY PLAN SHEETS |

| LEGEND: |                            |
|---------|----------------------------|
|         | EX. BOUNDARY LINE          |
|         | EX. LOT LINE               |
|         | EX. BLDG                   |
|         | EX. SIDEWALK               |
|         | EX. PARKING STRIPING       |
|         | EX. TREES                  |
|         | EX. WATER                  |
|         | EX. SEWER                  |
|         | EX. STORM DRAIN            |
|         | EX. UNMITIGATED 65 DB LINE |
|         | PR. R.O.W.                 |
|         | PR. LOT LINE               |
|         | PR. FACE OF CURB           |
|         | PR. BACK OF CURB           |
|         | PR. ROAD PAVEMENT          |
|         | PR. PUE                    |
|         | EX. ESMT                   |
|         | PR. RECREATION AREAS       |
|         | PROPOSED ACCESS EASEMENT   |

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

PRELIMINARY PLAN

TCP

PLANNING BOARD ACTION:

PER PGCPB RESOLUTION #:

ADOPTION DATE:

SIGNATURE APPROVAL DATE:

AUTHORIZED SIGNATURE

THIS BLOCK IS FOR OFFICIAL USE ONLY

QPR label certifies that this plan meets conditions of final approval by the Planning Board, its designee or the District Council.

M-NCPPC APPROVAL

PROJECT NAME: BELTWAY PLAZA

PROJECT NUMBER: 4-19023

For Conditions of Approval see Site Plan Cover Sheet or Approval Sheet. Revision numbers must be included in the Project Number.

PROFESSIONAL CERTIFICATION

I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, License No.32490, Expiration Date: 6/6/2021.

12/16/19

| REVISION | DATE | REVISION | DATE | REVISION | DATE |
|----------|------|----------|------|----------|------|
|          |      |          |      |          |      |
|          |      |          |      |          |      |
|          |      |          |      |          |      |
|          |      |          |      |          |      |
|          |      |          |      |          |      |

Owner/Developer:

GB Mail Limited Partnership c/o Quantum Co.  
The Quantum Building  
4912 Del Ray Avenue  
Bethesda, MD 20814

### BELTWAY PLAZA

ELECTION DISTRICT No. 21  
PRINCE GEORGE'S COUNTY, MARYLAND  
TAX MAP 26,34 GRID A1,A4,B1,B4,C4  
200 FOOT MAP 210NE05,210NE06,211NE05,211NE06

**RODGERS**  
CONSULTING

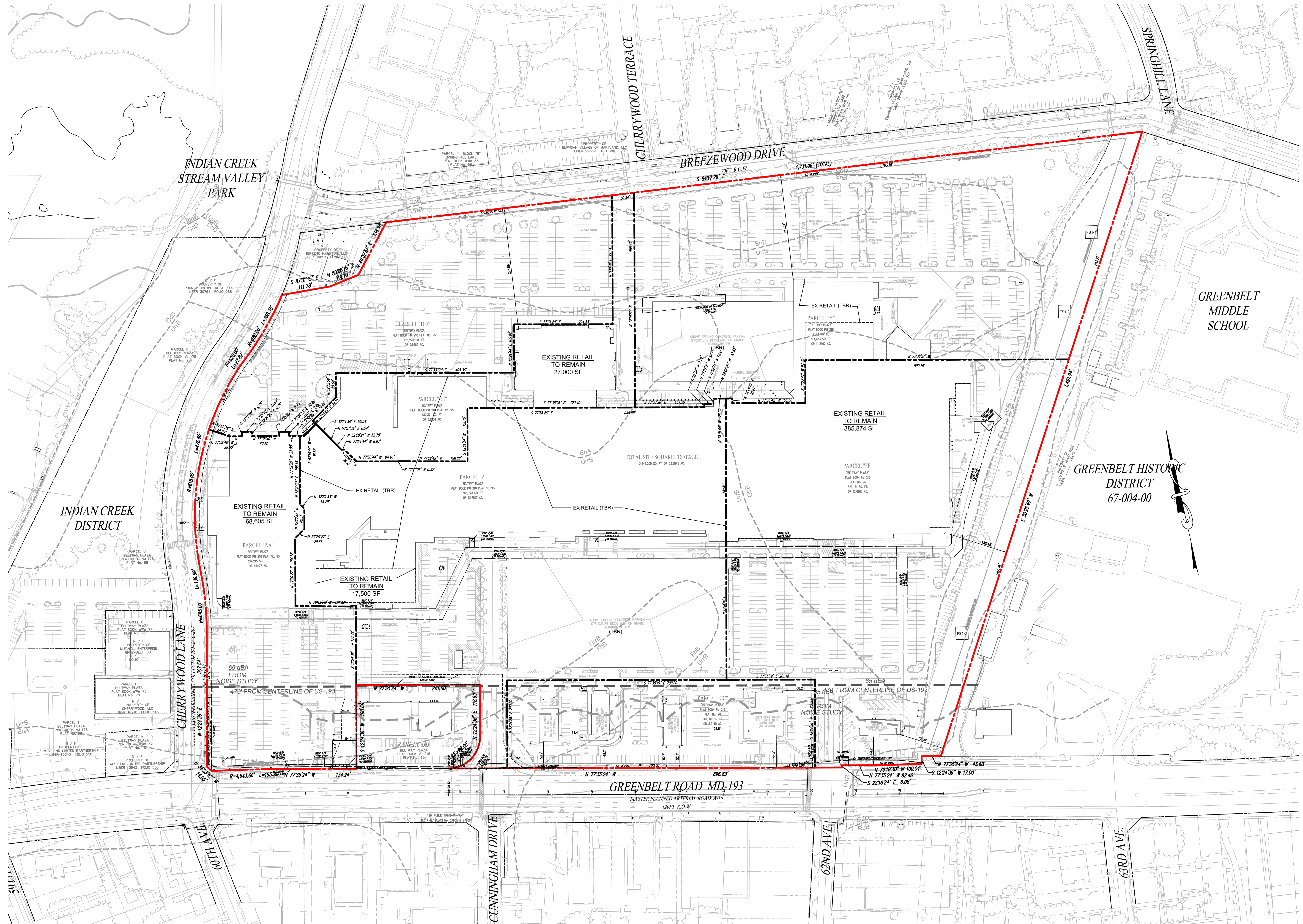
1101 Mercantile Lane, Suite 280, Largo, Maryland 20774  
Ph: 301.948.4700 Fx: 301.948.6356 www.rodgers.com

| BASE DATA        | BY          | DATE |
|------------------|-------------|------|
| DESIGNED         |             |      |
| DRAWN            |             |      |
| REVIEWED         |             |      |
| RODGERS CONTACT: |             |      |
| RELEASE FOR      |             |      |
| BY: _____        | DATE: _____ |      |

## PRELIMINARY PLAN OF SUBDIVISION 4-19023

| SCALE:    | AS SHOWN |
|-----------|----------|
| JOB No.   | 1287A    |
| DATE:     | 4/2019   |
| SHEET No. | 2 of 7   |



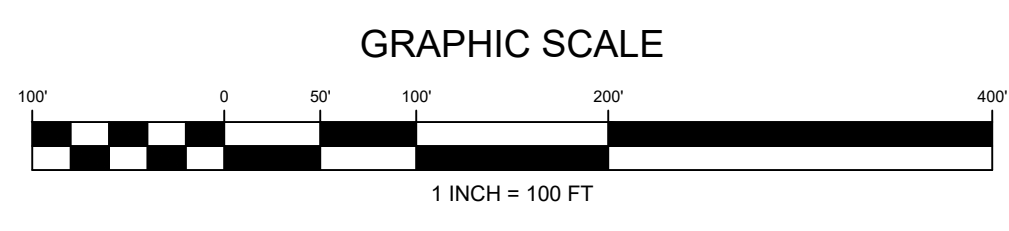


- LEGEND:**
- EX. BOUNDARY LINE
  - EX. LOT LINE
  - EX. BLDG
  - EX. SIDEWALK
  - EX. PARKING STRIPING
  - EX. TREES
  - EX. WATER
  - EX. SEWER
  - EX. STORM DRAIN
  - EX. UNMITIGATED 65 DB LINE
  - EX. ESMT

**PROPERTIES SUBJECT TO THIS APPLICATION**

| PARCEL | SIZE        | PLAT REFERENCE               |
|--------|-------------|------------------------------|
| AA     | 4.92 ACRES  | PLAT BOOK PM 218 PLAT NO. 95 |
| CC     | 3.21 ACRES  | PLAT BOOK PM 218 PLAT NO. 96 |
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| FF     | 12.01 ACRES | PLAT BOOK PM 218 PLAT NO. 96 |
| Y      | 11.81 ACRES | PLAT BOOK PM 218 PLAT NO. 96 |
| Z      | 12.78 ACRES | PLAT BOOK PM 218 PLAT NO. 95 |

NOTE: PROPOSED UTILITIES SHOWN ARE FOR INFORMATIONAL PURPOSES AND ARE SUBJECT TO CHANGE AT FINAL ENGINEERING.



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

PRELIMINARY PLAN

TCP

PLANNING BOARD ACTION: \_\_\_\_\_

PER PGCPB RESOLUTION #: \_\_\_\_\_

ADOPTION DATE: \_\_\_\_\_

SIGNATURE APPROVAL DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

THIS BLOCK IS FOR OFFICIAL USE ONLY

QIR label certifies that this plan meets conditions of final approval by the Planning Board, as designed or the District Council.

**M-NCPPC APPROVAL**

PROJECT NAME: BELTWAY PLAZA

PROJECT NUMBER: 4-19023

For Conditions of Approval see Site Plan Cover Sheet or Approval Sheet. Revision numbers must be included in the Project Number.

PROFESSIONAL CERTIFICATION

I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, License No. 32490, Expiration Date: 6/6/2021.

12/16/19



| REVISION | DATE | REVISION | DATE | REVISION | DATE |
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|          |      |          |      |          |      |

Owner/Developer:

GB Mail Limited Partnership c/o Quantum Co.

The Quantum Building

4912 Del Ray Avenue

Bethesda, MD 20814

## BELTWAY PLAZA

ELECTION DISTRICT No. 21

PRINCE GEORGE'S COUNTY, MARYLAND

TAX MAP 26,34 GRID A1,A4,B1,B4,C4

200 FOOT MAP 21ONE05,21ONE06,211NE05,211NE06



1101 Mercantile Lane, Suite 280, Largo, Maryland 20774

Ph: 301.948.4700 Fx: 301.948.6256 www.rodgers.com

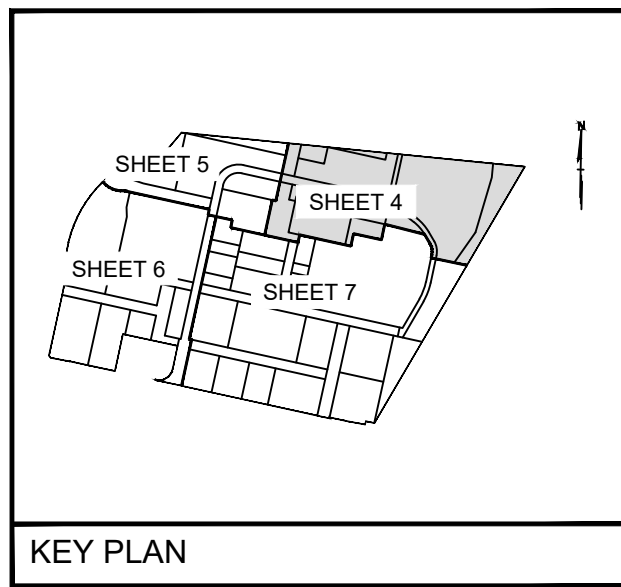
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| DESIGNED         |             |      |
| DRAWN            |             |      |
| REVIEWED         |             |      |
| RODGERS CONTACT: |             |      |
| RELEASE FOR      |             |      |
| BY: _____        | DATE: _____ |      |

## PRELIMINARY PLAN OF SUBDIVISION EXISTING CONDITIONS

|                  |
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| SCALE: AS SHOWN  |
| JOB No. 1287A    |
| DATE: 4/2019     |
| SHEET No. 3 of 7 |

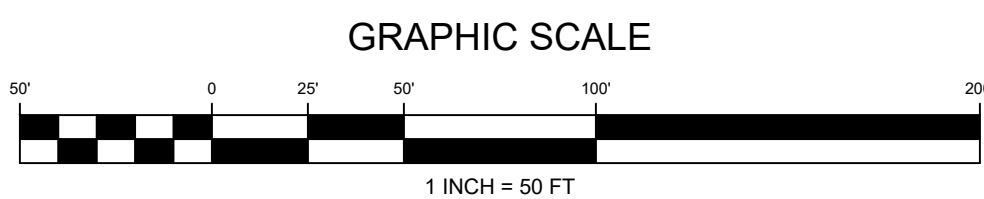


NOTE: PROPOSED UTILITIES SHOWN ARE FOR INFORMATIONAL PURPOSES AND ARE SUBJECT TO CHANGE AT FINAL ENGINEERING.



Matchline B-B  
See Sheet 5

Matchline A-A - See Sheet 7



- LEGEND:**
- EX. BOUNDARY LINE
  - EX. LOT LINE
  - EX. BLDG
  - EX. SIDEWALK
  - EX. PARKING STRIPING
  - EX. 10' CONTOUR LINE
  - EX. 2' CONTOUR LINE
  - EX. TREES
  - EX. WATER
  - EX. SEWER
  - EX. STORM DRAIN
  - EX. UNMITIGATED 65 DB LINE
  - PR. R.O.W.
  - PR. LOT LINE
  - PR. SIDEWALK
  - PR. FACE OF CURB
  - PR. BACK OF CURB
  - PR. ROAD PAVEMENT
  - PR. SEWER
  - PR. WATER
  - PR. STORM DRAIN
  - PR. PUE
  - PR. EASEMENT
  - EX. ESMT
  - PR. RECREATION AREAS
  - EX. BUILDING TO REMAIN
  - EX. EASEMENT POTENTIALLY TO BE ABANDONED
  - PROPOSED ACCESS EASEMENT

THE MARYLAND-NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION

PRELIMINARY PLAN  
TCP  
PLANNING BOARD ACTION: \_\_\_\_\_  
PER PGCPB RESOLUTION #: \_\_\_\_\_  
ADOPTION DATE: \_\_\_\_\_  
SIGNATURE APPROVAL DATE: \_\_\_\_\_  
AUTHORIZED SIGNATURE \_\_\_\_\_

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QR label certifies that this plan  
meets conditions of final approval  
by the Planning Board, its designee  
or the District Council.

**M-NCPPC  
APPROVAL**

PROJECT NAME: BELTWAY PLAZA  
PROJECT NUMBER: 4-19023  
For Conditions of Approval see Site Plan Cover Sheet or Approval Sheet  
Revision numbers must be included in the Project Number.

PROFESSIONAL  
CERTIFICATION  
"I hereby certify that these  
documents were prepared or  
approved by me, and that I  
am a duly licensed  
professional engineer under  
the laws of the State of  
Maryland, License No. 32490,  
Expiration Date: 6/6/20." 12/16/19

STATE OF MARYLAND  
PROFESSIONAL ENGINEER

| REVISION | DATE | REVISION | DATE | REVISION | DATE |
|----------|------|----------|------|----------|------|
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|          |      |          |      |          |      |

Owner/Developer:  
GB Mail Limited Partnership c/o Quantum Co.  
The Quantum Building  
4912 Del Ray Avenue  
Bethesda, MD 20814

## BELTWAY PLAZA

ELECTION DISTRICT No. 21  
PRINCE GEORGE'S COUNTY, MARYLAND  
TAX MAP 26,34 GRID A1,A4,B1,B4,C4  
200 FOOT MAP 21ONE05,21ONE06,211NE05,211NE06

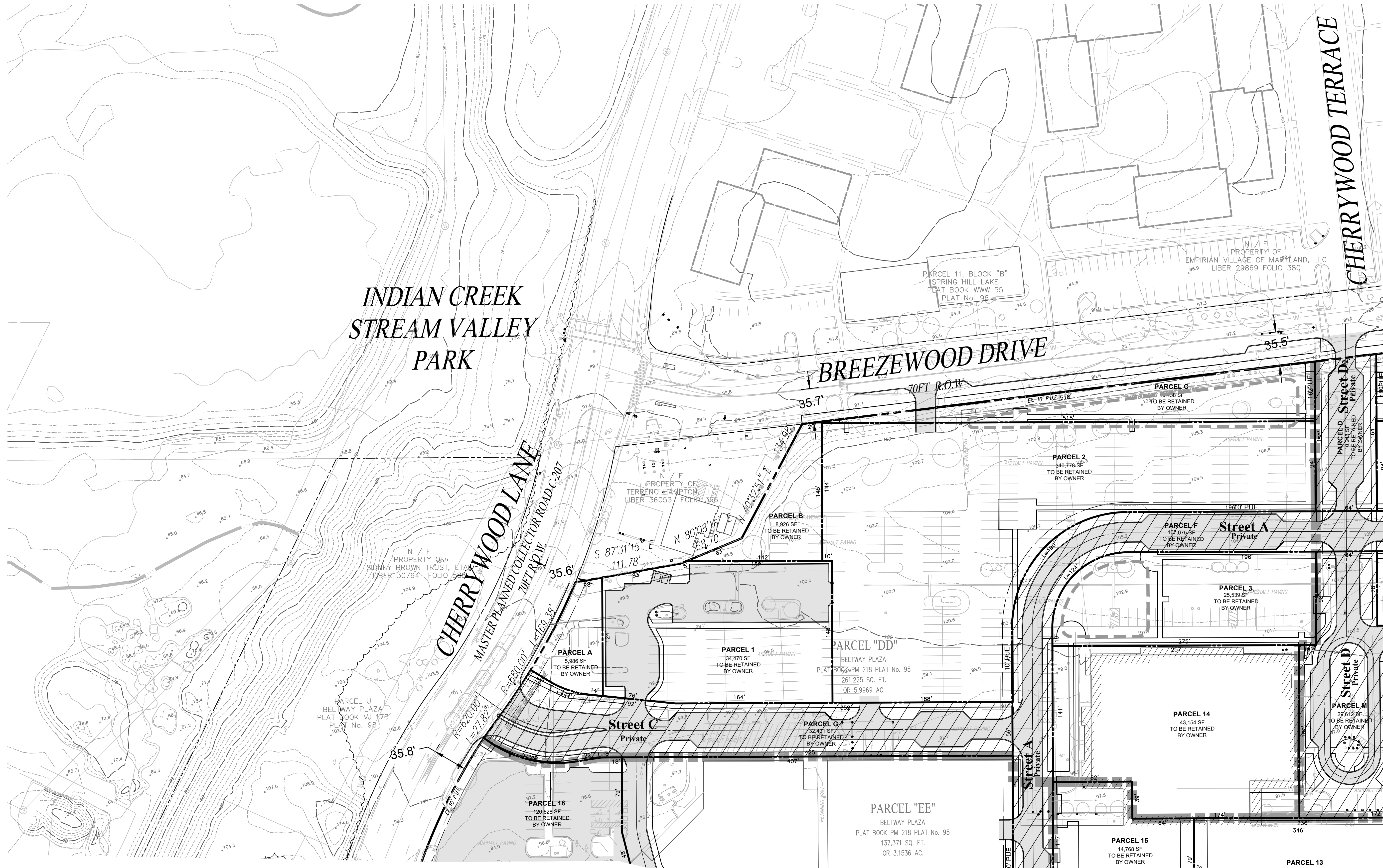
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CONSULTING**  
1101 Mercantile Lane, Suite 280, Largo, Maryland 20774  
Ph: 301.948.4700 Fx: 301.948.6256 www.rodgers.com

| BASE DATA        | BY          | DATE |
|------------------|-------------|------|
| DESIGNED         |             |      |
| DRAWN            |             |      |
| REVIEWED         |             |      |
| RODGERS CONTACT: |             |      |
| RELEASE FOR      |             |      |
| BY: _____        | DATE: _____ |      |

**PRELIMINARY PLAN  
4-19023**

| SCALE:    | AS SHOWN |
|-----------|----------|
| JOB No.   | 1287A    |
| DATE:     | 4/2019   |
| SHEET No. | 4 of 7   |

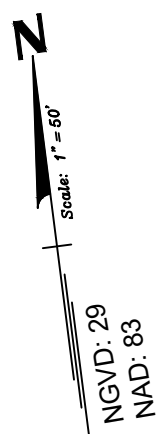
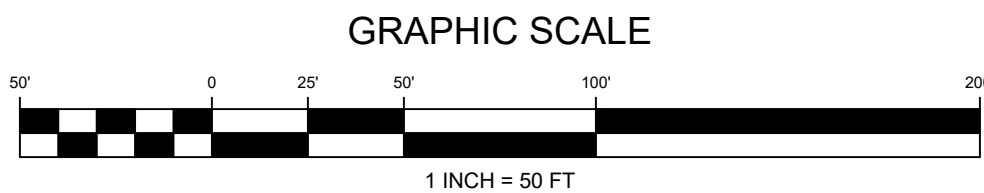
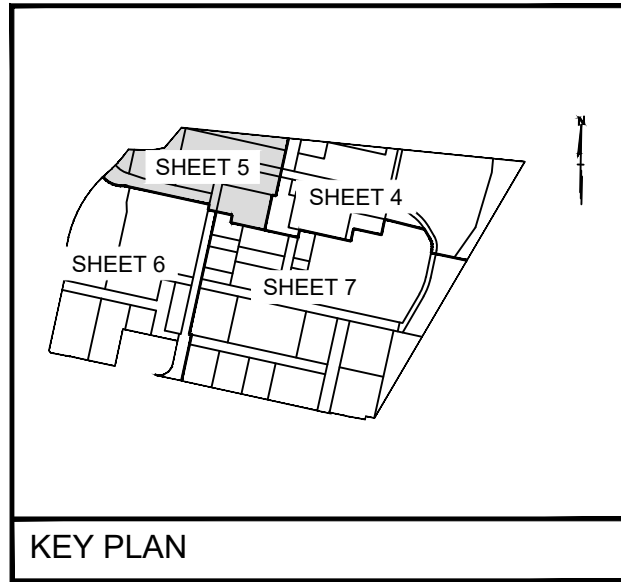




Matchline B-B  
See Sheet 4

- LEGEND:**
- EX. BOUNDARY LINE
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  - PR. RECREATION AREAS
  - EX. BUILDING TO REMAIN
  - EX. EASEMENT POTENTIALLY TO BE ABANDONED
  - PROPOSED ACCESS EASEMENT

Matchline A-A - See Sheet 6



NOTE: PROPOSED UTILITIES SHOWN ARE FOR INFORMATIONAL PURPOSES AND ARE SUBJECT TO CHANGE AT FINAL ENGINEERING.

4 PRELIMINARY PLAN.dwg

1/15/2004

| REVISION | DATE | REVISION | DATE | REVISION | DATE |
|----------|------|----------|------|----------|------|
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|          |      |          |      |          |      |
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## BELTWAY PLAZA

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PRINCE GEORGE'S COUNTY, MARYLAND  
TAX MAP 26,34 GRID A1,A4,B1,B4,C4  
200 FOOT MAP 21ONE05,21ONE06,211NE05,211NE06

**RODGERS**  
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Ph: 301.948.4700 Fx: 301.948.6256 www.rodgers.com

| BASE DATA        | BY          | DATE |
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| DESIGNED         |             |      |
| DRAWN            |             |      |
| REVIEWED         |             |      |
| RODGERS CONTACT: |             |      |
| RELEASE FOR      |             |      |
| BY: _____        | DATE: _____ |      |

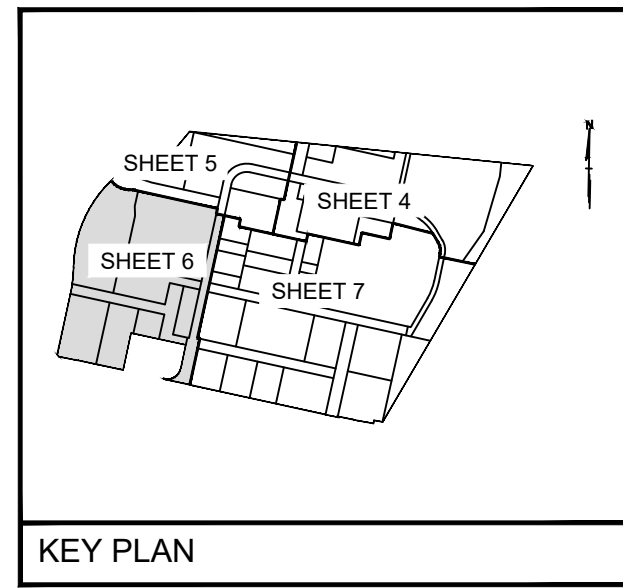
## PRELIMINARY PLAN 4-19023

|           |          |
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| SCALE:    | AS SHOWN |
| JOB No.   | 1287A    |
| DATE:     | 4/2019   |
| SHEET No. | 5 of 7   |

|                                                                                                                                                                                                                                                                                  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| THE MARYLAND-NATIONAL CAPITAL<br>PARK AND PLANNING COMMISSION                                                                                                                                                                                                                    |  |
| PRELIMINARY PLAN _____                                                                                                                                                                                                                                                           |  |
| TCP _____                                                                                                                                                                                                                                                                        |  |
| PLANNING BOARD ACTION: _____                                                                                                                                                                                                                                                     |  |
| PER PGCPB RESOLUTION #: _____                                                                                                                                                                                                                                                    |  |
| ADOPTION DATE: _____                                                                                                                                                                                                                                                             |  |
| SIGNATURE APPROVAL DATE: _____                                                                                                                                                                                                                                                   |  |
| AUTHORIZED SIGNATURE _____                                                                                                                                                                                                                                                       |  |
| THIS BLOCK IS FOR<br>OFFICIAL USE ONLY<br>QR label certifies that this plan<br>meets conditions of final approval<br>by the Planning Board, its designee,<br>or the District Council.                                                                                            |  |
| <b>M-NCPPC<br/>APPROVAL</b>                                                                                                                                                                                                                                                      |  |
| PROJECT NAME: BELTWAY PLAZA                                                                                                                                                                                                                                                      |  |
| PROJECT NUMBER: 4-19023                                                                                                                                                                                                                                                          |  |
| For Conditions of Approval see Site Plan Cover Sheet or Approval Sheet<br>Revision numbers must be included in the Project Number                                                                                                                                                |  |
| PROFESSIONAL<br>CERTIFICATION<br>"I hereby certify that these<br>documents were prepared or<br>approved by me, and that I<br>am a duly licensed<br>professional engineer under<br>the laws of the State of<br>Maryland, License No. 32490,<br>Expiration Date: 6/6/20." 12/16/19 |  |



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| REVISION | DATE | REVISION | DATE | REVISION | DATE |
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200 FOOT MAP 21NE05,21NE06,21NE05,21NE06



1101 Mercantile Lane, Suite 280, Largo, Maryland 20774  
Ph: 301.948.4700 Fx: 301.948.6356 www.rodgers.com

| BASE DATA                            | BY          | DATE |
|--------------------------------------|-------------|------|
| DESIGNED                             |             |      |
| DRAWN                                |             |      |
| REVIEWED                             |             |      |
| RODGERS CONTACT:                     |             |      |
| RELEASE FOR <input type="checkbox"/> |             |      |
| BY: _____                            | DATE: _____ |      |

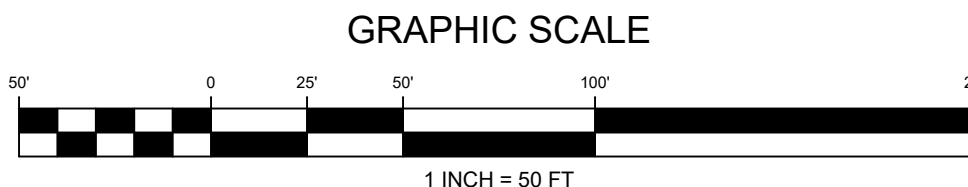
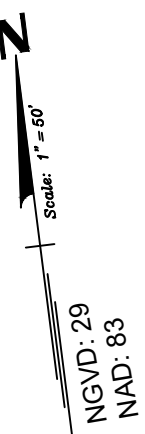
# PRELIMINARY PLAN 4-19023

|                     |
|---------------------|
| SCALE:<br>AS SHOWN  |
| JOB No.<br>1287A    |
| DATE:<br>4/2019     |
| SHEET No.<br>6 of 7 |

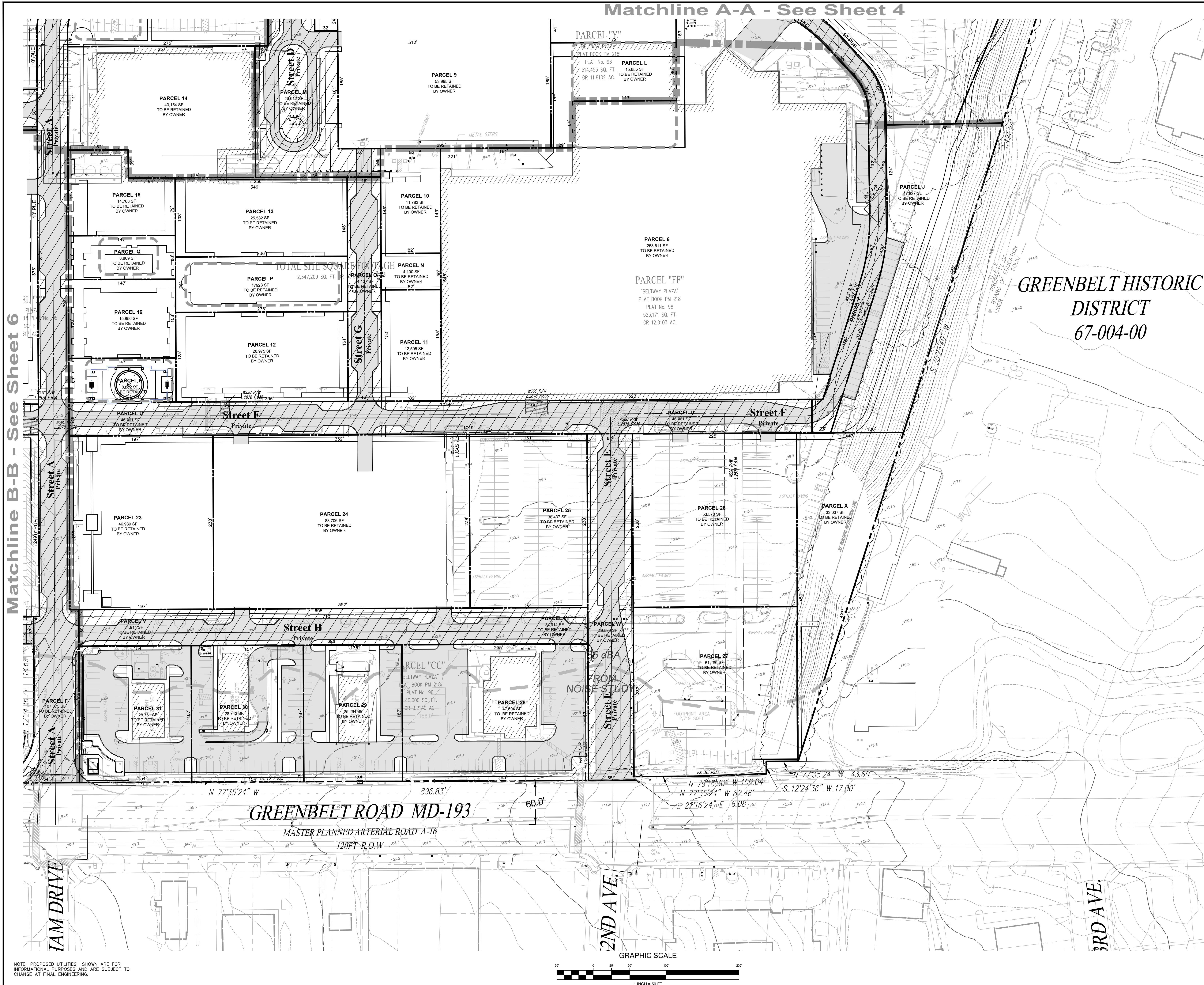
Matchline A-A - See Sheet 5

Matchline B-B - See Sheet 7

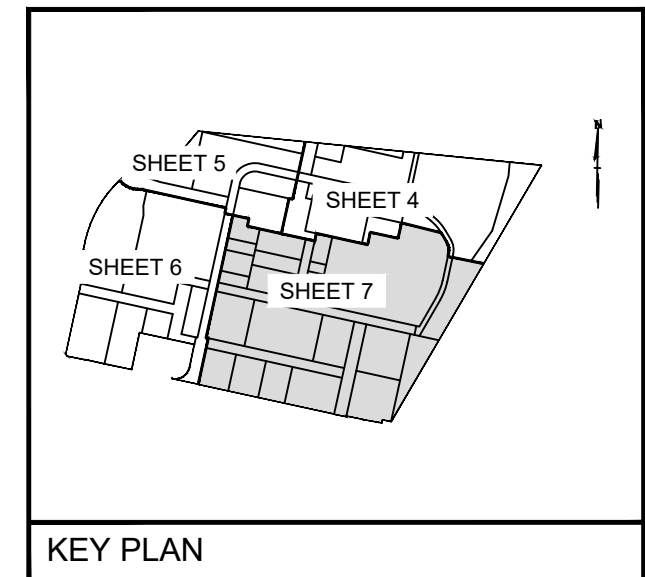
- LEGEND:
- EX. BOUNDARY LINE
  - EX. LOT LINE
  - EX. BLDG
  - EX. SIDEWALK
  - EX. PARKING STRIPING
  - EX. 10' CONTOUR LINE
  - EX. 2' CONTOUR LINE
  - EX. TREES
  - EX. WATER
  - EX. SEWER
  - EX. STORM DRAIN
  - EX. UNMITIGATED 65 DB LINE
  - PR. R.O.W.
  - PR. LOT LINE
  - PR. SIDEWALK
  - PR. FACE OF CURB
  - PR. BACK OF CURB
  - PR. ROAD PAVEMENT
  - PR. SEWER
  - PR. WATER
  - PR. STORM DRAIN
  - PR. PUE
  - PR. EASEMENT
  - EX. ESMT
  - PR. RECREATION AREAS
  - EX. BUILDING TO REMAIN
  - EX. EASEMENT POTENTIALLY TO BE ABANDONED
  - PROPOSED ACCESS EASEMENT







- LEGEND:**
- EX. BOUNDARY LINE
  - EX. LOT LINE
  - EX. BLDG
  - EX. SIDEWALK
  - EX. PARKING STRIPING
  - EX. 10' CONTOUR LINE
  - EX. 2' CONTOUR LINE
  - EX. TREES
  - EX. WATER
  - EX. SEWER
  - EX. STORM DRAIN
  - EX. UNMITIGATED 65 DB LINE
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  - PR. STORM DRAIN
  - PR. PUE
  - PR. EASEMENT
  - EX. ESMT
  - PR. RECREATION AREAS
  - EX. BUILDING TO REMAIN
  - EX. EASEMENT POTENTIALLY TO BE ABANDONED
  - PROPOSED ACCESS EASEMENT



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

PRELIMINARY PLAN

TCP

PLANNING BOARD ACTION:

PER PGCPB RESOLUTION #:

ADOPTION DATE:

SIGNATURE APPROVAL DATE:

AUTHORIZED SIGNATURE

THIS BLOCK IS FOR OFFICIAL USE ONLY

QPL label certifies that this plan meets conditions of final approval by the Planning Board, its designee, or the District Council.

**M-NCPPC APPROVAL**

PROJECT NAME: BELTWAY PLAZA

PROJECT NUMBER: 4-19023

For Conditions of Approval see Site Plan Cover Sheet or Approval Sheet. Revision numbers must be included in the Project Number.

PROFESSIONAL CERTIFICATION

I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, License No. 32490, Expiration Date: 6/6/20.

12/16/19

| REVISION | DATE | REVISION | DATE | REVISION | DATE | Owner/Developer:                                                                                                 | BELTWAY PLAZA                                                                                                                                     | RODGERS CONSULTING                                                                                          | BASE DATA        | BY | DATE | SCALE: | AS SHOWN  |
|----------|------|----------|------|----------|------|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|------------------|----|------|--------|-----------|
|          |      |          |      |          |      | GB Mall Limited Partnership c/o Quantum Co.<br>The Quantum Building<br>4912 Del Ray Avenue<br>Bethesda, MD 20814 | ELECTION DISTRICT No. 21<br>PRINCE GEORGE'S COUNTY, MARYLAND<br>TAX MAP 26,34 GRID A1,A4,B1,B4,C4<br>200 FOOT MAP 21ONE05,21ONE06,211NE05,211NE06 | 1101 Mercantile Lane, Suite 280, Largo, Maryland 20774<br>Ph: 301.948.4700 Fx: 301.948.6256 www.rodgers.com | DESIGNED         |    |      | 1"=50' | 1287A     |
|          |      |          |      |          |      |                                                                                                                  |                                                                                                                                                   |                                                                                                             | DRAWN            |    |      |        | DATE:     |
|          |      |          |      |          |      |                                                                                                                  |                                                                                                                                                   |                                                                                                             | REVIEWED         |    |      |        | 4/2019    |
|          |      |          |      |          |      |                                                                                                                  |                                                                                                                                                   |                                                                                                             | RODGERS CONTACT: |    |      |        | SHEET No. |
|          |      |          |      |          |      |                                                                                                                  |                                                                                                                                                   |                                                                                                             | RELEASE FOR      |    |      |        | 7 of 7    |
|          |      |          |      |          |      |                                                                                                                  |                                                                                                                                                   |                                                                                                             | BY:              |    |      |        |           |

Matchline B-B - See Sheet 6

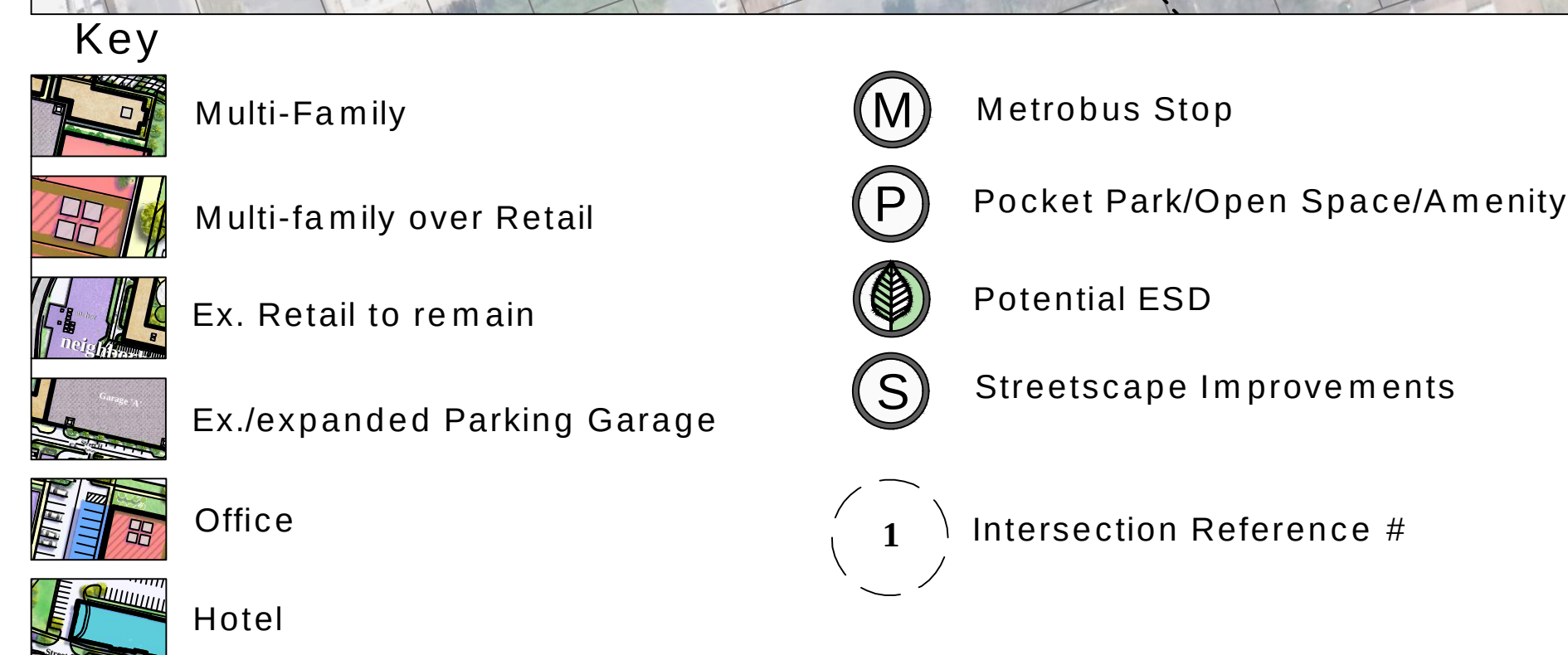
1/15/2004

4 PRELIMINARY PLAN.dwg

Matchline A-A - See Sheet 4

PRELIMINARY NOT FOR CONSTRUCTION

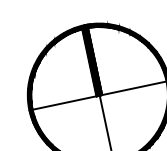




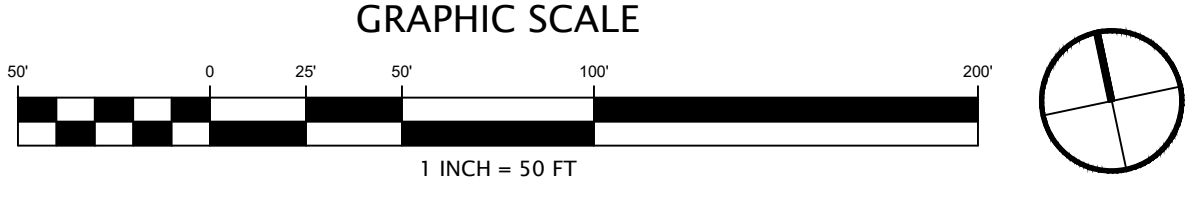
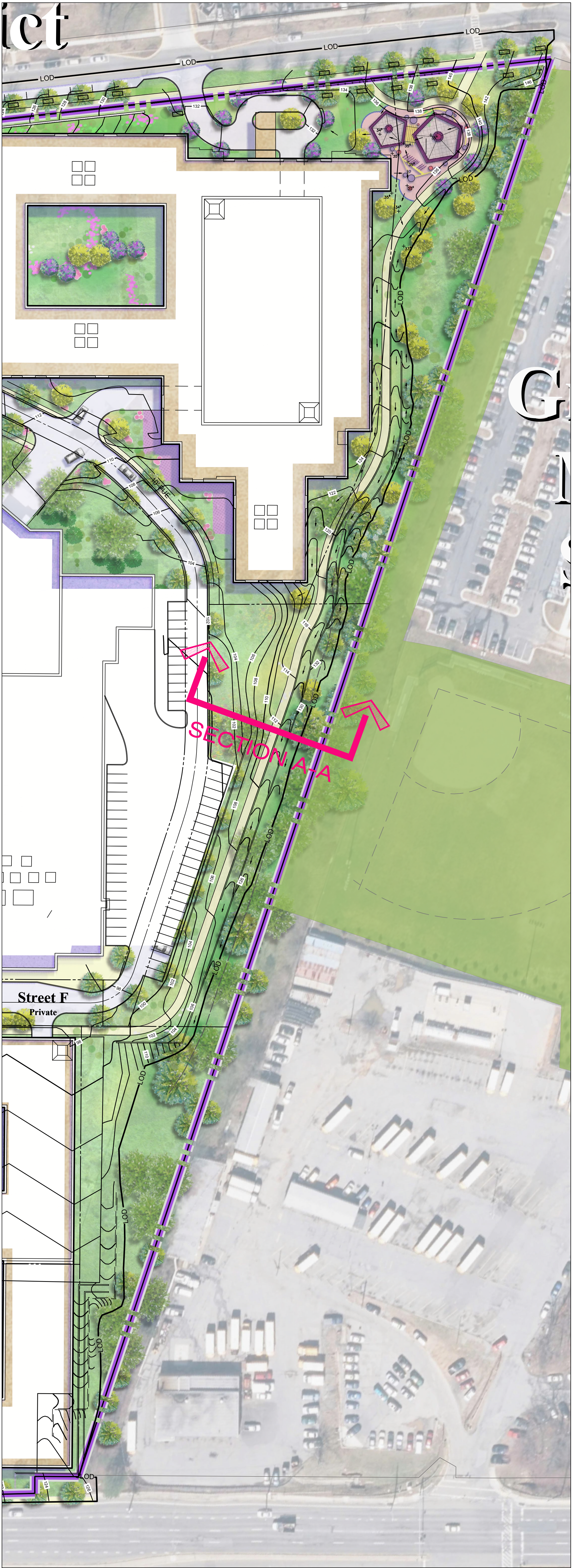
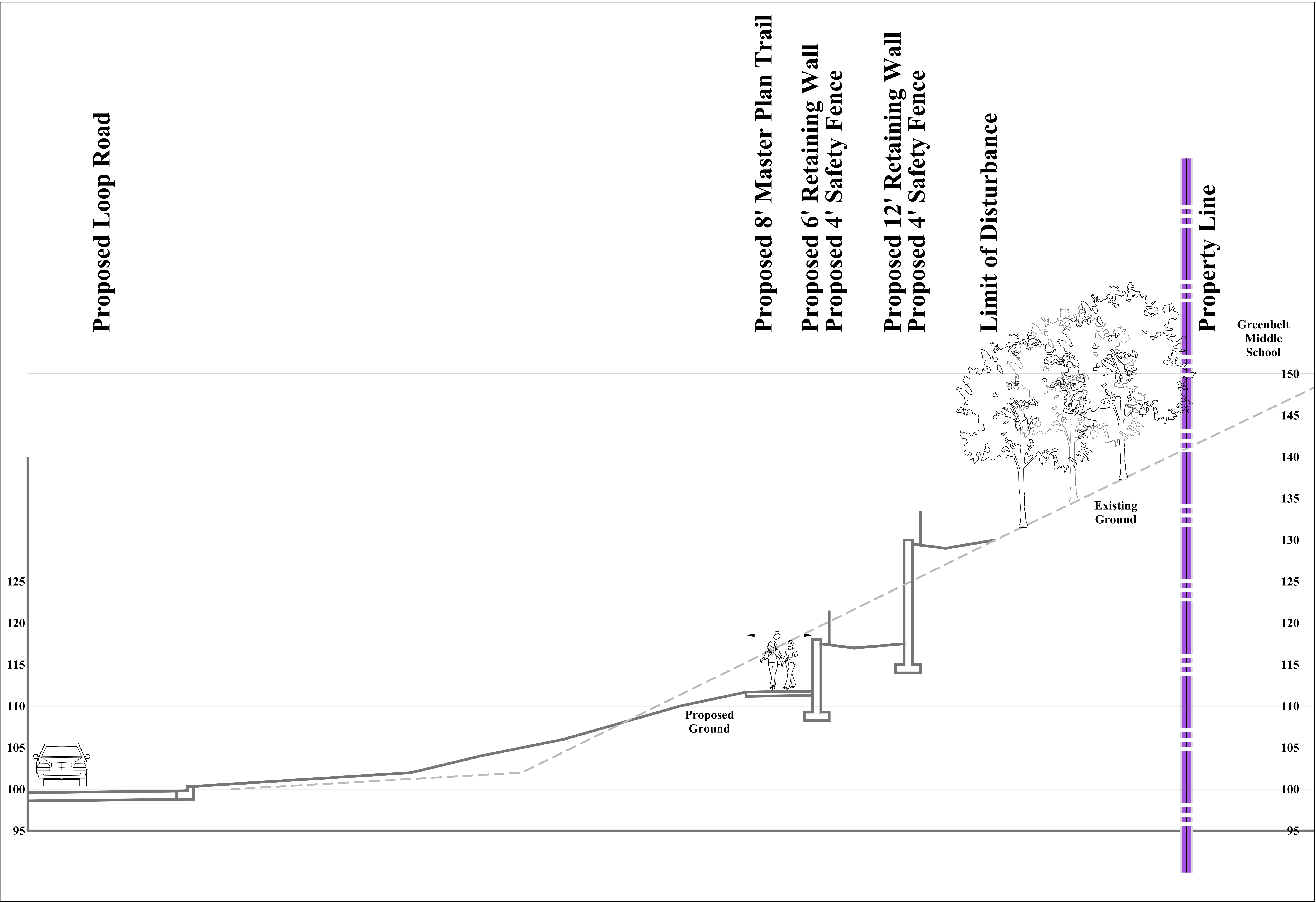
Design Principles:

1. Market
  - 1.1. Limit physical and operational impacts to existing uses until market conditions necessitate broader implications.
  - 1.2. Phase development only as market conditions allow.
  - 1.3. Maximize regulatory flexibility with diversity of allowable land uses and intensities to enhance absorption and allow nimble response to market conditions.
  - 1.4. Ensure various formats of retail, housing types and employment opportunities are provided/maintained in order to meet community/market needs.
  - 1.5. Maintain/enhance high visibility corridors and provide adequate separate and shared parking regimes to ensure an efficient and successful retail environment.
2. Planning/Urban Design/Amenities/Connectivity
  - 2.1. Create a compact, safe, walkable urban neighborhood center for the use and enjoyment of residents and consumers.
  - 2.2. Create identifiable adjacent districts to coordinate proper design context and development timing.
  - 2.3. Leverage anchor tenants to attract smaller scale shops.
  - 2.4. Leverage programmed amenities to draw residents, consumers and employers.
  - 2.5. Provide streetscape improvements that enhance the functionality and aesthetic character of the neighborhood.
  - 2.6. Identify and improve multi-modal accessibility throughout the site to access key community nodes.
  - 2.7. Utilize flexible bulk regulation design standards to promote urban form and a pedestrian scale.
  - 2.8. Substantially conform to the Greenbelt Sector Plan.
3. Housing
  - 3.1. Provide the potential for housing diversity to reach a broad spectrum of socioeconomic residents.
  - 3.2. Provide dense housing types in order to allocate sufficient land as common open space/pocket parks.
  - 3.3. Provide the potential for both home ownership and leasing opportunities.
  - 3.4. Provide realistic and cost effective housing typologies.
4. Infrastructure
  - 4.1. Improve certain property frontages to help complete neighborhood pedestrian networks.
  - 4.2. Revitalize and update certain corridors, parking facilities, landscape, hardscape and wayfinding features.
  - 4.3. Maximize utilization of existing Metrobus service and accessibility to Greenbelt Metro.
  - 4.4. Maximize opportunities for residents to access/utilize the Indian Creek Stream Valley Park and Greenbelt Middle School.
  - 4.5. Leverage existing parking facilities for both commercial and residential use.
5. Environment
  - 5.1. Incorporate modern Environmental Site Design features and techniques for improved water quality.
  - 5.2. Convert portions of existing, underutilized parking lots to pervious surfaces with street trees and landscaping.
  - 5.3. Convert certain redeveloped aging building systems to modern energy efficient construction.
  - 5.4. Provide livable spaces through co-location of green infrastructure in pocket parks, buffers and edges.

The plan as indicated is conceptual and may vary subject to application submittal, review and regulatory approvals as applicable.

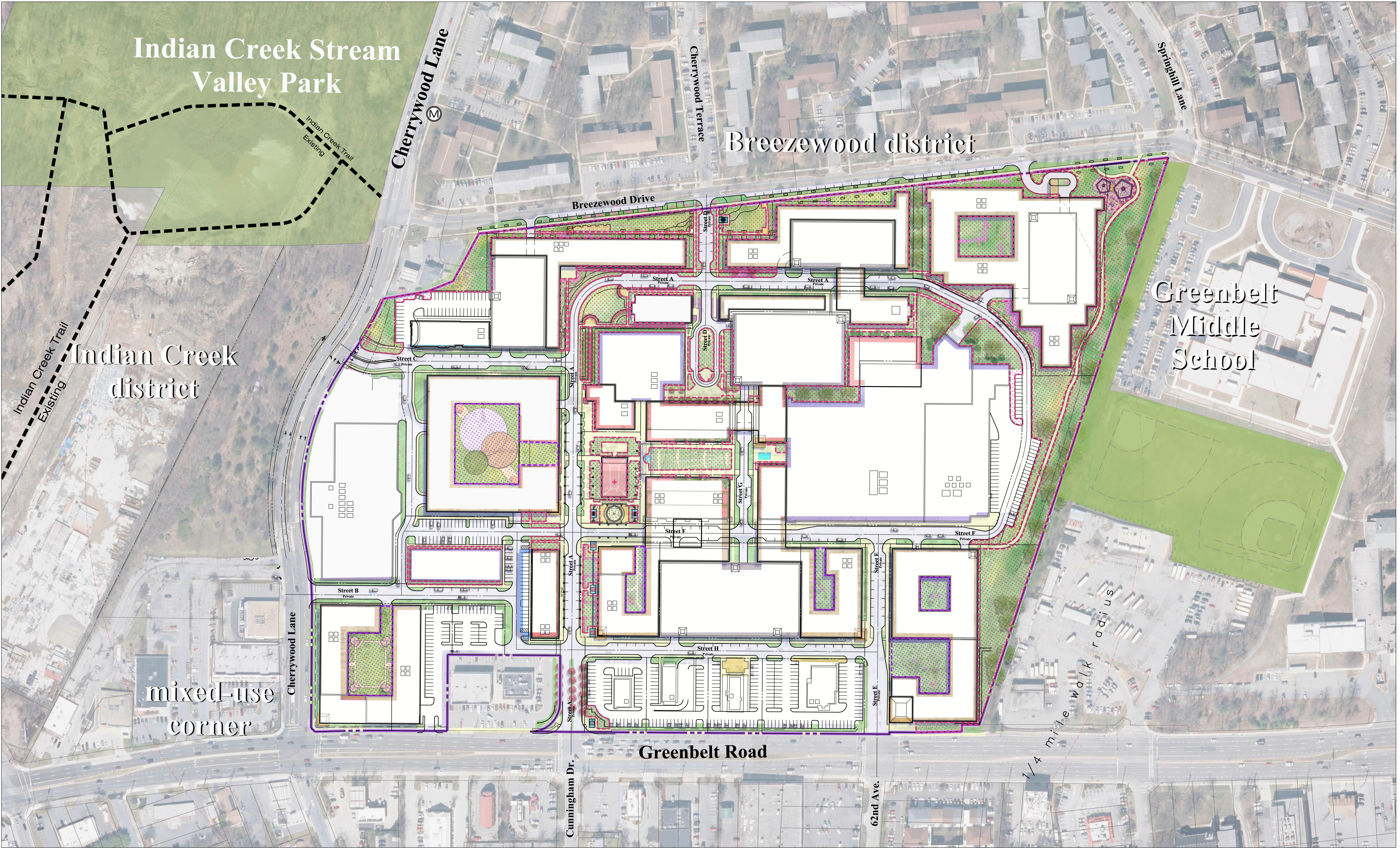




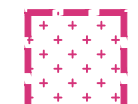


The plan as indicated is conceptual and may vary subject to application submittal, review and regulatory approvals as applicable.



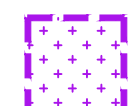


354,800 sq ft  
(8.1 acres)



Green space at grade

91,300 sq ft  
(2.1 acres)



Green roofs  
private open spaces

446,100 sq ft  
(10.2 acres)

Combined Green Space Total

The plan as indicated is conceptual and may vary subject to application submittal, review and regulatory approvals as applicable.



**To: Terri Hruby, Director of Planning and Community Development**

**From: Bernard J. Boerchers, PE, PTOE**

**Date: February 6, 2020**

**Re: Proposed Redevelopment of Beltway Plaza  
City of Greenbelt, Prince George's County, MD**

---

We have completed an initial review of the following regarding this redevelopment application:

- Preliminary Plan of Subdivision Staff Report dated January 2, 2020 prepared by the City of Greenbelt
- Review and Comments on the Applicant's Traffic Engineer's Traffic Impact Analysis for Beltway Plaza dated January 3, 2020 prepared by Professor Lei Zhang, University of Maryland
- Revised Traffic Impact Analysis Report dated January 17, 2020 prepared by Lenhart Traffic Consulting, Inc.
- Comment Response Letter dated January 21, 2020 prepared by Lenhart Traffic Consulting, Inc.

Based on our review of the above documents, it has been determined that the revised Traffic Impact Study was generally performed consistent with current and recommended traffic engineering practices. However, we do offer the following comments / recommendations:

1. Scoping Agreement Modifications: After a review of the above noted Comment Response Letter, we see that the Applicant's Traffic Engineer responded to the City's comment that the study should include all pertinent intersections by stating that the study includes all pertinent intersections as agreed to in the scoping agreement with the Maryland-National Capital Park and Planning Commission (M-NCPPC). The Applicant's Traffic Engineer further states that said scoping agreement was based on a review of the 2010 Conceptual Site Plan (CSP) application by M-NCPPC. However, in the M-NCPPC Memo regarding the CSP review dated October 27, 2010, Conclusion Item #3 states the following:

"Total development of the site shall be limited to uses that would generate no more than 372 AM and 508 PM new peak-hour vehicle trips (in consideration of the use of the pass-by rate for the retail uses). Any development generating an impact greater than that identified herein above shall require an amendment to the CSP with a new review of the adequacy of transportation facilities."



Since the total new peak-hour vehicle trips for the revised site is greater than 1,000 in both the AM peak hour and PM peak hour, we believe that comments relating to the need to revise / expand the study scope are justified.

2. Background Developments: As documented in the aforementioned Comment Response Letter Item #2, the Applicant's Traffic Engineer states that all required background developments that were identified in the scoping agreement have been included in the Traffic Impact Analysis. Furthermore, the Applicant's Traffic Engineer states that additional recent discussions have taken place between the Applicant's Traffic Engineer and M-NCPPC, and M-NCPPC has confirmed that the background developments included in the study are still accurate. Therefore, if the City has any additional concerns regarding these background developments, we recommend that the City reach out to M-NCPPC directly for further discussion.
3. Saturday Midday Analysis: It is recommended that an analysis of the Saturday Midday peak hour be performed to assess traffic operating conditions when the level of site generated traffic reaches its maximum (see below). While the highest volume-to-capacity ratios at intersections may occur during the weekday PM peak hour, the Saturday Midday peak hour may reveal different issues that require mitigation since travel patterns on a Saturday are different than those on a weekday. Therefore, it is recommended that the existing and proposed site driveways be analyzed for the Saturday Midday peak hour at the full movement site driveways. As such, Intersections #10 and #11 would not need to be analyzed since they are only right in/right out driveways along State Route 193.

Trip Generation: Since the highest peak hour of trip generation associated with retail occurs on Saturday, the ITE Trip Generation Manual, 10<sup>th</sup> Edition provides the following fitted curve equations for Shopping Center (Land Use 820) for Weekday PM and Saturday Midday, respectively:

$$\text{Ln}(T) = 0.74 * \text{Ln}(X) + 2.89 = 2,293 \text{ Trips (Weekday PM) (700 KSF)}$$

$$\text{Ln}(T) = 0.79 * \text{Ln}(X) + 2.79 = 2,879 \text{ Trips (Saturday Midday) (700 KSF)}$$

The computed Saturday Midday retail trip generation should be reduced to account for Internal Residential Trips (to Retail Uses). The Saturday Midday traffic analysis, as noted above, would confirm that these additional trips could be accommodated at the Existing and Proposed Site Access Points. Similar to the Weekday AM and PM analysis, Saturday Midday traffic counts at the site driveways could be used in lieu of the Trip Generation analysis.

The ITE Trip Generation Manual, 10th Edition also gives similar average vehicle trip generation rates for Weekday PM peak hour and Saturday peak hour for Multifamily Housing – Mid Rise (Land Use 221). The Weekday PM peak hour and Saturday peak hour vehicle trip generation rates are 0.41 and 0.44 trips per dwelling unit, respectively.

4. Studied Intersections: As identified on the attached Figure, it is recommended that the Applicant's Traffic Engineer add the following study intersections to the Traffic

Impact Study:

- A. Cherrywood Ln & Ivy Ln
- B. Cherrywood Ln & Springhill Dr
- C. Breezewood Dr & Springhill Ln
- D. Springhill Dr & Springhill Ln/Springhill Terr
- E. MD Route 193 & 63<sup>rd</sup> Ave/Driveway
- F. MD Route 193 & Edmonston Rd (South)
- G. MD Route 193 & Branchville Rd/58<sup>th</sup> Ave

Reasons for including the above listed intersections are stated below:

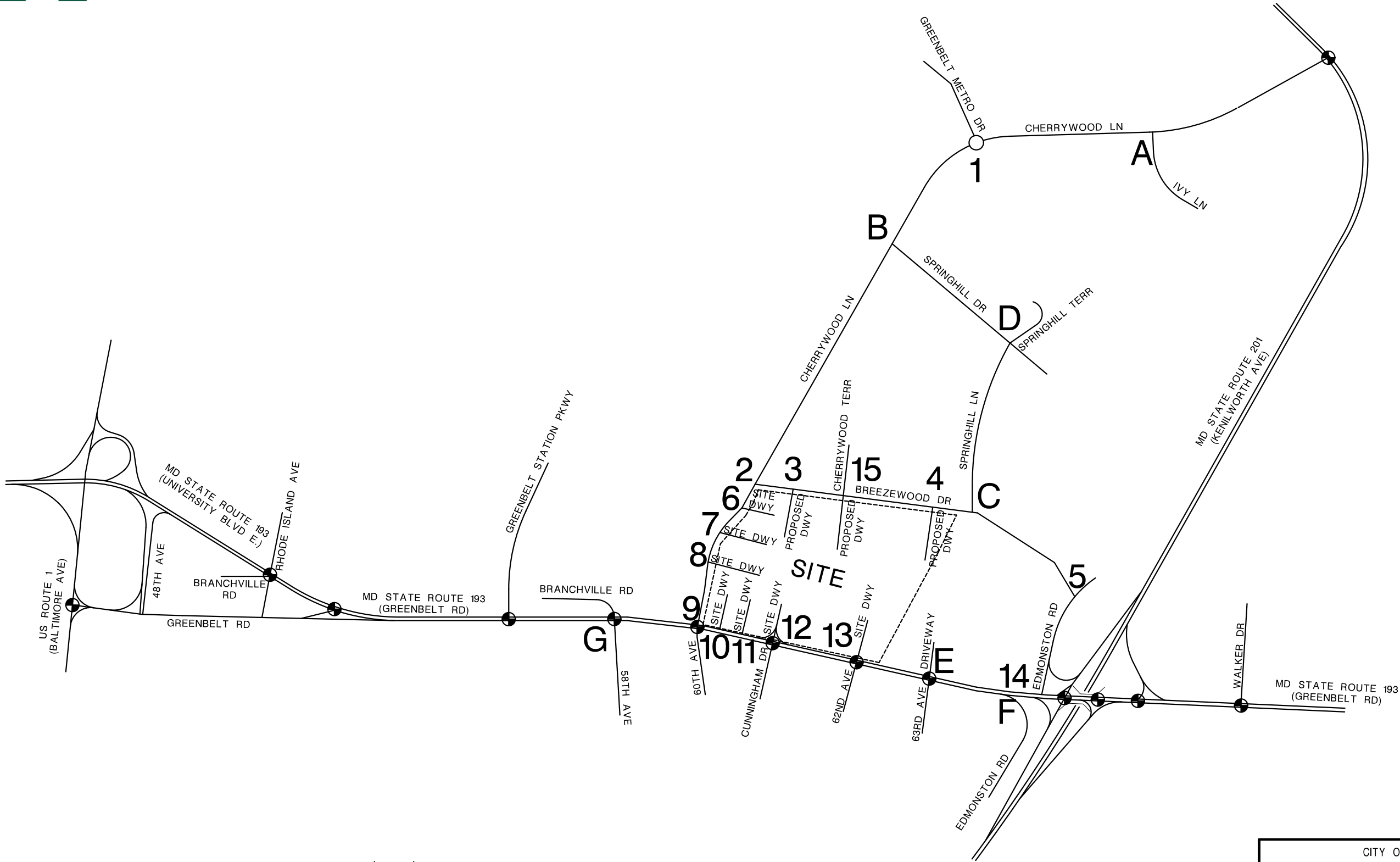
- **Intersections A and B** are key intersections for site traffic traveling along Cherrywood Lane to/from the north. Since there is a significant amount of site generated traffic oriented to/from the north, the Applicant's Traffic Engineer should demonstrate that no significant degradation in Level of Service will occur at these 2 intersections as a result of the additional site generated traffic. Residential trips generated by the proposed site exceed 150 trips on Cherrywood Lane during both the weekday AM and PM peak hours per the M-NCPPC Guidelines for inclusion in the study area.
  - **Intersections C and D** are key intersections because Springhill Lane could be used as a shortcut to/from Cherrywood Lane for traffic destined to/from the north. While the Applicant's Traffic Engineer did not explicitly state that site generated traffic will pass through these two intersections, it is our opinion that site traffic will utilize Springhill Lane. Therefore, the Applicant's Traffic Engineer should include these 2 intersections in the study and demonstrate that no significant degradation in Level of Service will occur as a result of the additional site generated traffic.
  - **Intersections E through G** are key intersections along Maryland State Route 193 which is a main east-west arterial in the area of the site. In order to assess traffic operations along this route, all closely spaced intersections should be included to accurately identify the operation of each of the intersections and how they impact other intersections along the corridor. Examples of traffic impacts associated with intersection operations include but are not limited to queuing, platoon progression, weaving, pedestrian activity, and lane utilization. This includes unsignalized intersection locations such as Intersection F. Therefore, the Applicant's Traffic Engineer should demonstrate that no significant degradation in Level of Service will occur at these 3 intersections as a result of the additional site generated traffic. Residential trips generated by the proposed site exceed 150 trips on State Route 193 in both directions during both the weekday AM and PM peak hours per the M-NCPPC Guidelines for inclusion in the study area.
5. Arrival/Departure Distribution: It is requested that the Applicant's Traffic Engineer provide figures showing the arrival/departure distribution *percentages* for the existing and proposed site land uses. The Traffic Impact Analysis report currently



only shows the number of site generated trips.

6. Proposed Site Driveways: The sight distance analysis for the easternmost proposed site driveway along Breezewood Drive was provided. However, it is requested that the Applicant's Traffic Engineer also provide sight distance analyses for the other two (westerly) proposed site driveways along Breezewood Drive.
7. Site Plans: It is requested that the City of Greenbelt provide a copy of the proposed site development plans to further our review of on-site circulation and the proposed access drives.
8. Electronic Synchro Files: It is requested that the Applicant's Traffic Engineer provide the electronic Synchro files for review. These files will allow us to view a traffic simulation of the study area and further our review.

Please do not hesitate to contact me should you have any questions or concerns regarding the above.



- Legend**
- Signalized Intersection
  - Roundabout
  - Road Overpass
  - 1** Original Study Intersection
  - A** Recommended Additional Study Intersection

CITY OF GREENBELT, MARYLAND

**GPI REVIEW OF  
BELTWAY PLAZA TRAFFIC IMPACT STUDY**

INTERSECTION LOCATION MAP

CITY OF GREENBELT  
PRINCE GEORGE'S COUNTY  
MARYLAND

N.T.S.

FEBRUARY 2020

105



## MEMORANDUM OF UNDERSTANDING

(Beltway Plaza Redevelopment)

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)**, made effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Greenbelt (the “City”), a municipal corporation of the State of Maryland, with its principal offices at 25 Crescent Road, Greenbelt, Maryland 20770, and GB Mall Limited Partnership (the “Owner”), a Maryland limited partnership, with its principal offices at 4912 Del Ray Avenue, Bethesda, Maryland 20814. The City and Owner shall sometimes hereinafter be collectively known as the “Parties.”

### RECITALS

**WHEREAS**, the Owner is the record owner of certain real property located in the City of Greenbelt, Prince George’s County, Maryland, commonly known as the Beltway Plaza Mall (hereinafter “Beltway Plaza”), and more particularly depicted on Exhibit “A,” attached hereto and made a part hereof;

**WHEREAS**, the Owner has secured a Conceptual Site Plan (CSP-18010) to accommodate the comprehensive redevelopment of Beltway Plaza which contemplates approximately five (5) redevelopment phases consisting of approximately 175-250 townhouse/2 over 2 units; 875-2,250 multifamily units; and 435,000-700,000 square feet of commercial retail (hereinafter the “Project”), and more particularly depicted on Exhibit “B,” attached hereto and made a part hereof;

**WHEREAS**, on March 14, 2019, the Prince George’s County Planning Board approved CSP-18010 with conditions. Subsequently, on March 28, 2019, the Planning Board adopted Resolution PGCPB No. 19-35;

**WHEREAS**, the Owner requested the City to support the future redevelopment of Beltway Plaza, to recommend approval of CSP-18010, and to support future land use entitlements that are consistent with CSP-18010;

**WHEREAS**, the City agreed to recommend approval of CSP-18010 and to support future land use entitlements consistent with CSP-18010 upon certain conditions, which shall be executed

by the Owner in the form of the MOU as set forth herein, with said conditions extending to all future owners, successors or assigns; and

**WHEREAS**, the Owner has agreed to adhere to said City conditions, as provided herein.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the aforesaid recommendation of approval and future support by the City, the mutual promises of the Parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, be it understood that the Parties do hereby acknowledge and agree as follow:

1. **WARRANTIES AND REPRESENTATIONS OF CITY:**

a. The City shall support the existing development approvals from the Maryland-National Capital Park and Planning Commission ("M-NCPPC") and/or the Prince George's County Council, sitting as the District Council, for the Project, including, but not limited to CSP-18010, and shall further support any pending or future entitlement applications for the Project that are generally consistent with CSP-18010. The City's support of the Project and support of all future entitlements is conditioned upon the Owner, its successors or assigns, satisfying the conditions provided in Exhibit "C," attached hereto and made a part hereof.

b. The City will not, directly or indirectly, establish, suggest or acquiesce in any policy, take a position, pursue a course of action, require any standard or condition, make any recommendation to Prince George's County or the M-NCPPC or other governmental or quasi-governmental authority, individuals or citizens groups, or impose any obligation that, as applied directly and specifically to the Project, negatively impacts or limits the Owner's ability to develop the project as approved in CSP-18010 and/or negatively impacts or limits the Owner's ability to comply with the conditions provided in Exhibit "C." The Parties acknowledge and agree that the Project will be subject to the development review standards applicable to other developments within Prince George's County. The City may review or comment to M-NCPPC or other County agency referrals related to the Project, provided that such comments are consistent with this MOU.

c. The Parties understand and agree that the City's covenant of support of the Project herein is not intended, nor could it be construed, to prohibit the Greenbelt City Council from enacting such future ordinances or charter provisions or engineering standards or



amendments deemed necessary to protect the public health, safety and welfare of the citizens of the City, nor from applying such ordinances or charter provisions to the development of the Project, provided such application does not operate to divest prior approvals, nor interfere with Owner's vested rights.

d. The City acknowledges and agrees that it will cooperate with and not unreasonably withhold or delay any permit, review, or approval under its authority for the Project that are consistent with CSP-18010.

## 2. WARRANTIES AND REPRESENTATIONS OF OWNER

a. This MOU constitutes the Owner's, its successors and assigns, formal written consent to be bound by the conditions listed in Exhibit "C" during the Project.

b. Owner, its successors and assigns, warrants and represents that it has full authority to sign this MOU and it intends to be bound to this MOU and the conditions provided in Exhibit "C."

## 3. MISCELLANEOUS.

a. The Recitals set forth above are incorporated herein and made a part hereof and such constitute covenants under this MOU.

b. The use of singular verb, noun and pronoun forms in this MOU shall also include the plural forms where such usage is appropriate; the use of the pronoun "it" shall also include, where appropriate "he" or "she" and the possessive pronoun "its" shall also include, where appropriate, "his," "hers" and "theirs."

c. From time to time after the date of this MOU, the Parties, without charge to each other, will perform such other acts, and will execute, acknowledge and will furnish to the other such instruments, documents, materials and information which either party reasonably may request, in order to effect the consummation of the transactions provided for in this MOU.

d. This MOU, which includes all exhibits, each of which is incorporated in this MOU by this reference, shall be binding upon and inure to the benefit of the parties, their heirs, successors, assigns, or future owners, and embodies and constitutes the entire understanding between the Parties with respect to the subject matter hereof, and all prior agreements, understandings, representations, and statements, whether oral or written, are merged in this MOU. Neither this MOU nor any provision hereof may be waived, modified or amended unless such modification is in writing

and is signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument. This MOU shall not be recorded among the Land Records of Prince George's County, Maryland.

e. The Parties hereto acknowledge that, in entering into this MOU, neither party has been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representation or statement, whether express or implied, made by any agent, representative or employee, which representation or statement is not expressly set forth in this MOU.

f. This MOU shall be construed according to its plain meaning without giving regard to any inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto.

g. This MOU, its benefit and burden, shall be assignable, in whole or in part, by Owner without the consent of the City or of its elected officials, employees or agents, to any purchasers or contract purchasers of the property or any part thereof. Owner will not transfer its interest in all or part of the Project without first obtaining the written consent and acknowledgment of the transferee to the MOU, to the complete observance hereof Owner shall provide the City copies of all documents of transfer or assignment, including exhibits when the documents are fully executed, regardless of recordation.

h. The obligations of the Parties in this MOU are subject to and contingent upon the Owner, or any subsequent owner, successor or assign, actually pursuing the Project by redeveloping Beltway Plaza as proposed and approved in CSP-18010. In the event that Owner, or any subsequent owner, successor or assign, for any reason, seek to amend the Project, the parties may seek to enforce the obligations herein or agree to further amend Exhibit C, as necessary. In the event, however, the Owner, or any subsequent owner, successor or assign, desires/elects to not move forward with Project, the Owner shall notify the City of such election and in so doing, this MOU will be considered null and void, without further action by either Party, and the City, upon such notification by the Owner, may require the Owner to abandon CSP-18010.

i. The captions in any MOU are inserted for convenience only, and in no way define, describe or limit the scope of intent of this MOU or any of the provisions hereof.

j. The laws of the State of Maryland shall govern the interpretation, validity and construction of the terms and provisions of this MOU. If any term or provision of this MOU is



declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this MOU shall, nevertheless, remain in full force and effect.

k. All notices and other communications under this MOU shall be in writing and shall be sent either by first class mail, postage prepaid, or by personal delivery, addressed to the parties as provided below. Notice shall be deemed given on the date delivered or attempted to be delivered during normal working hours on business days.

If to the City: Nicole Ard, City Manager  
The City of Greenbelt  
25 Crescent Road  
Greenbelt, MD 20770  
nard@greenbeltmd.gov

With a copy to: Todd K. Pounds, City Solicitor  
Alexander & Cleaver, P.A.  
11414 Livingston Road  
Fort Washington, MD 20744-5146  
tpounds@alexander-cleaver.com

If to the Owner: Frederic K. Wine  
GB Mall Limited Partnership  
c/o GB Mall, Inc.  
The Quantum Building  
4912 Del Ray Avenue  
Bethesda, Maryland 20814  
fwine@starpower.net

With a copy to: Marc "Kap" Kapastin  
General Counsel  
Quantum Companies  
The Quantum Building  
4912 Del Ray Avenue  
Bethesda, Maryland 20814  
kap@quantumco.net

Matthew C. Tedesco, Esq.  
McNamee, Hosea, Jernigan, Kim, Greenan & Lynch, P.A.  
6411 Ivy Lane, Suite 200  
Greenbelt, Maryland 20770  
mtedesco@mhlawyers.com

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first written above.

WITNESS:

THE CITY OF GREENBELT

\_\_\_\_\_

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

Title: \_\_\_\_\_

WITNESS:

GB MALL LIMITED PARTNERSHIP

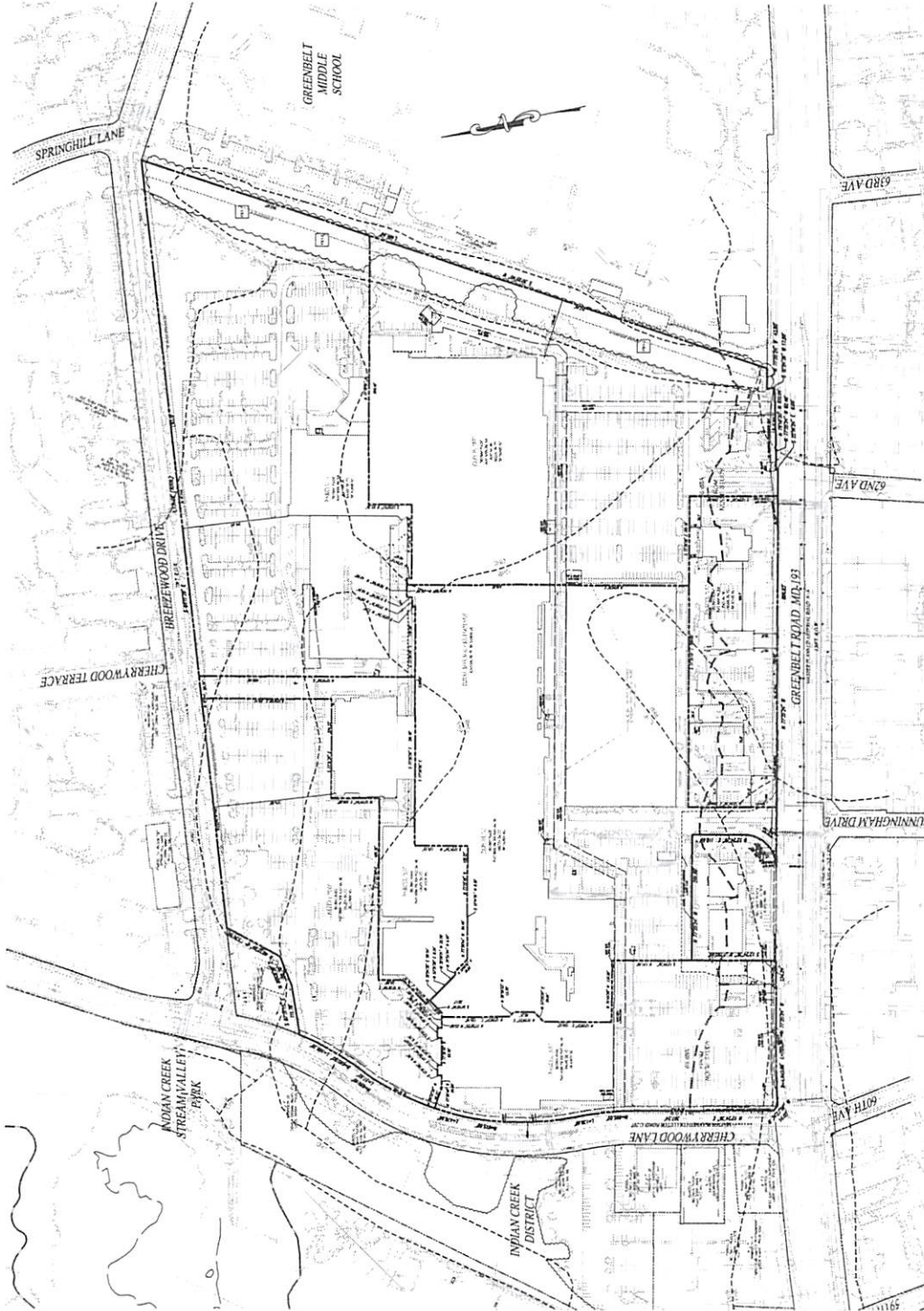
By: GB Mall, Inc.,  
its General Partner

\_\_\_\_\_

By: \_\_\_\_\_  
Frederic K. Wine

Title: President





| PROPERTIES SUBJECT TO THIS APPLICATION |             | PLAT REFERENCE               |
|----------------------------------------|-------------|------------------------------|
| PARCEL                                 | SIZE        |                              |
| AA                                     | 4.92 ACRES  | PLAT ROODE PM 218 PLAT NO 95 |
| CC                                     | 3.21 ACRES  | PLAT ROODE PM 218 PLAT NO 96 |
| DD                                     | 6.00 ACRES  | PLAT ROODE PM 218 PLAT NO 97 |
| EE                                     | 8.15 ACRES  | PLAT ROODE PM 218 PLAT NO 98 |
| FF                                     | 12.01 ACRES | PLAT ROODE PM 218 PLAT NO 99 |
| 1                                      | 21.81 ACRES | PLAT ROODE PM 218 PLAT NO 96 |
| 2                                      | 12.78 ACRES | PLAT ROODE PM 218 PLAT NO 95 |

NOTE: PROPOSED UTILITIES, SHOWN ARE FOR  
 APPROXIMATE LOCATIONS AND ARE SUBJECT TO  
 REVISION.

GRAPHIC SCALE

[illegible]

Owner/Developer:  
B Mall Limited Partnership c/o Quantum Co.  
e Quantum Building  
12 Del Ray Avenue  
Thersda, MD 20814

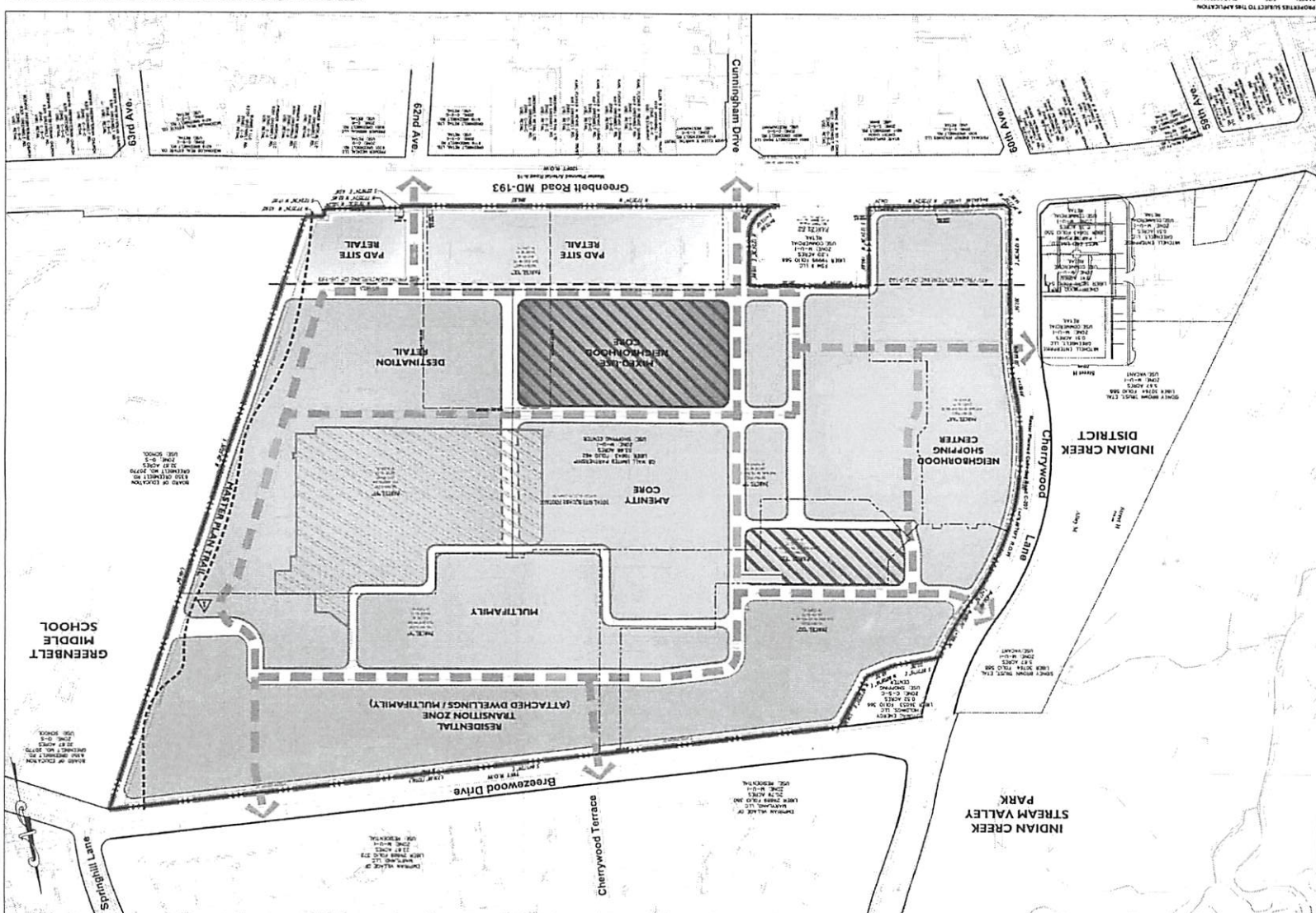
**BELTWAY PLAZA**  
ELECTION DISTRICT No. 21  
PRINCE GEORGE'S COUNTY, MARYLAND  
TAX MAP 26.34 GRID A1.A,B1.B4.C4  
FOOT MAP 210NE05,210NE06,211NE05,211NE06

**RODGERS  
CONSULTING**  
1181 Marinette Lane, Suite 200, Laguna Hills, CA 92653  
Ph: 949.448.4700 Fax: 949.448.4256 [www.rodgers.com](http://www.rodgers.com)

**PRELIMINARY PLAN  
OF SUBDIVISION  
EXISTING CONDITIONS**

[illegible]





This CSP is being submitted to fulfill the requirements of the 2013 Greenbelt Map to S.M.A. requires a Conceptual Site Plan to be approved prior to substantial of the area and MD193 Corridor Plan and Sectional Map Amendment (S.M.A.). The (Detailed) Site Plan. The CSP is to show phasing of redevelopment, future land uses, and future connections to adjacent properties, all of which are reflected on

Beltway Plaza

RODGERS

## CONCEPTUAL SITE PLAN

EPITUAL SIT



2100005,2100006,2100007,2100008  
MAY 25 0910 A.M.  
FBI/DOJ - EL PASO  
PRIVATE FACILITY

20K - 40K SF  
175 - 250 DU  
875 - 2,750 DU  
435K - 700K SF  
WE-BAND 5-8  
WE-BAND 5-8  
PUBLISHED: ALL OTHER COMMERCIAL AIRFARES TO BE

FIG 524 - 052  
#5 3544 - 3521  
FIG 005 - 522  
#5 3002 - 3051  
FIG 005 - 001

LOCATIONS AND SPECIFICATIONS FOR SOIL EROSION  
TREATMENT ABOVE SHALL REQUIRE ADDITIONAL  
INVESTIGATION OF TRANSPORTATION FACILITIES.  
NEED - USE  
(OPTIONAL & RESIDUAL)  
IT WILL BE PUBLIC OTHER WAYS AND OTHER EFFECTS

Gateway Plaza  
 Quantum Companies  
 ATTN: Fred White  
 4912 Oak Bay Avenue  
 Bethesda, MD 20814  
 3038 AC  
 M-17  
 COMMERCIAL SHOPPING CENTER  
 WITHIN LAND USE CONTROL (LOCAL JUNCT AREA)  
 DURING THE CONSTRUCTION PHASE OF THE  
 PROJECTS AT THE ABOVE LOCATIONS.

An aerial photograph showing a city street grid. A red rectangle highlights a specific block, likely the location of the subject's residence. The surrounding area includes various buildings, streets, and green spaces.

ELIMINARY NOT FOR CONSTRUCTION

[illegible]

11





**Conceptual Site Plan for Beltway Plaza**  
**REVISED City Council Conditions**

**Transportation/Circulation**

1. The applicant shall work with City Planning staff to design streets and alleys with a view toward fostering maneuverability of non-standard vehicles such as trash trucks, fire trucks, delivery vehicles, etc. throughout the project area.
2. Once implemented, the City of Greenbelt's Complete and Green Streets Policy shall apply to all new City streets and reconstruction of existing City streets, which are subject to the authority of the City of Greenbelt, to the extent practical.
3. At the time of the first Detailed Site Plan, the applicant shall submit a schedule for the design, engineering and construction of streetscape improvements on the property's frontage with Cherrywood Lane.
4. At the time of the first Detailed Site Plan, the applicant shall submit a schedule for the design, engineering, and construction of a contiguous sidewalk along Greenbelt Road and implementation of other streetscape improvements considering those recommended in the Approved Greenbelt Metro Area and MD 193 Corridor Plan and Sectional Map Amendment, unless modified by Maryland State Highway Administration and/or the Detailed Site Plan. The alignment, design and timing of such sidewalk shall be subject to the approval of the Maryland State Highway Administration, as determined prior to the issuance of the first building permit.
5. At the time of the first Detailed Site Plan the applicant shall be responsible for the evaluation, conceptual design and conceptual engineering of its frontage improvements along Breezewood Drive. At the time of the first detailed site plan the applicant shall provide a schedule for the complete final engineering and construction of said improvements for the property's frontage on Breezewood Drive. Frontage improvements and any off-site improvements (if conditioned at the time of Preliminary Plan of Subdivision) along Breezewood Drive shall be designed pursuant to the applicable design standards of the controlling agency. The applicant shall make an effort to reduce the loss of on-street parking on Breezewood Drive.
6. At the time of the first Detailed Site Plan, the Applicant shall submit a pedestrian/bicycle circulation plan that provides for a pedestrian and bicycle network within the project area to link residential, commercial, transit and civic uses, such as schools and community centers.
7. Right of Way design and construction details for City streets shall be to City standards, as may be modified from time to time-and permitted and inspected by City inspectors, and accepted upon completion.
8. Electric vehicle charging stations should be provided. The feasibility, appropriate number and locations will be determined at the time of each Detailed Site Plan.

*Ex. C.*



9. Detailed site plans that include a townhouse and/or two family attached component shall provide a parking plan that demonstrates that sufficient parking (as suggested in the Parking Requirements of the approved Greenbelt Metro Area and MD 193 Corridor Sector Plan) will be provided. On-street parking on Breezewood Drive or other public roads/streets shall not be included in the Applicant's parking tabulations.
10. At the time of the first Detailed Site Plan the applicant shall explore with Franklin Park at Greenbelt Station, Morning Calm Management, the Greenbelt Metro Station South Core development, and when feasible Greenbelt Metro Station developers on the provision of a local circulator creating a mobile connection between the properties and Greenbelt Metro Station.
11. The applicant shall explore with Prince George's County Department of Public Works and Transportation the installation of a Capital Bikeshare station at Beltway Plaza.
12. At the time of each Detailed Site Plan, the applicant shall submit a transportation circulation plan showing all public transportation stops and amenities.

## **Environmental**

1. As part of any Preliminary Plan of Subdivision submission, the applicant shall submit a Noise Study for review and approval by the requisite approving authority. The Noise Study shall measure noise impacts to the site, provide the required contours, and provide any required mitigation measures to achieve acceptable noise levels.
2. Each Detailed Site Plan should specify that all tree pits along the streets that have shops, restaurants, plazas, and/or other uses shall be connected with a non-compacted soil volume under the sidewalk. Details of how this will be accomplished shall be included on the plans and shall be agreed upon by the Planning Board or its designee. The use of CU-Soil as a structural soil, Silva Cells, or other equal product for shade trees planted in tree pits is strongly encouraged.
3. Where appropriate, Environmental Site Design techniques shall be incorporated in the development to the maximum extent practical by making design, materials, and construction decisions based on environmental considerations. Consideration should be given to Green Building technologies including but not limited to solar, green roofs, permeable pavement, bio-retention/rain gardens, dry wells, and rainwater recycling, etc. where feasible. The applicant shall complete a LEED scorecard or other comparable evaluation criteria for each Detailed Site Plan submitted.
4. All Detailed Site Plans shall show the Environmental Site Design techniques intended for use within the limits of each respective Detailed Site Plan.
5. Detailed site plans shall incorporate CPTED best practices where practical.
6. At the time of the first Detailed Site Plan the applicant shall attempt to engage with Target and Giant to incorporate green features into the surface parking lots along the front of the existing Beltway Plaza Mall, including but not limited to the planting of shade trees, bioretention areas, and landscaped medians.

## Urban Design

1. A mix of residential unit types shall be provided to encourage diversity in ownership types, income levels, and age groups. During Phases 1, 2, and 3, consideration, based on market demand and economic feasibility, shall be given to implement cooperative housing, senior housing, affordable housing, workforce housing, co-living, or other alternatives that will increase housing choices and opportunities..
2. Should Prince George's County adopt an inclusionary zoning policy at a future date and the policy is applicable to the project/property the applicant shall agree to evaluate and if feasible incorporate those standards into any Detailed Site Plan that has not been previously approved by the Prince George's County Planning Board.
3. Each Detailed Site Plan that proposes development that faces the existing mall structure shall demonstrate how the proposed development will minimize the visual impact through appropriate screening and landscaping to provide an attractive visual "front" to the homes and residents of the community..
4. At the time of first Detailed Site Plan the applicant will consider opportunities to improve the mall frontage, including but not limited to masking the existing parking structure and incorporating green features into the surface parking lots, where practical/feasible.
5. Detailed Site Plans should consider how parking and access will be provided to serve the existing retail during and after construction.
6. Unless modified, via a modification at the time of each Detailed Site Plan, as provided by the Development District Overlay Zone (DDOZ) regulations, the development shall comply with the standards and regulations of the DDOZ.
7. At the time of each Detailed Site Plan, design consideration should be given to improving any large existing blank building walls that face residential areas or public areas, such as streets, parking lots, recreation areas, or zones of pedestrian activity.
8. Unless modified at the time of Detailed Site Plan, all new signage (not otherwise meeting an exemption to the DDOZ Sign Standards) shall conform to the design guidelines set forth in the Approved Greenbelt Metro Area and MD 193 Corridor Plan and Sectional Map Amendment.
9. Unless modified at the time of Detailed Site Plan, as required by the Development District Standards, and specified in the Approved Greenbelt Metro Area and MD 193 Corridor Plan and Sectional Map Amendment, the DSP shall show the location, quantity and dimensions of new gateway signs.
10. For each Detailed Site Plan submitted, the applicant should provide open space to meet the needs of the proposed development.
11. At the time of each Detailed Site Plan that includes a parking garage within the DSP area, the parking garage shall be modified and/or designed to incorporate architectural design and/or aesthetic improvements to the facades to the extent practical



12. The design and construction of buildings shall utilize a variety of building materials, elevations, roof lines and design details appropriate to a high quality residential community, and reflecting a coherent thematic design approach.
13. There shall be no private residential driveway entrances off of Breezewood Drive.
14. Residential units should include architectural elements, building design, and high quality materials similar to the examples shown on the revised "Neighborhood Visioning" slides provided in the CSP.
15. At the time of the first Detailed Site Plan for each phase of the redevelopment the applicant agrees to work with the City to identify opportunities for public art.

### **Recreation**

1. The Preliminary Plan of Subdivision shall address mandatory parkland dedication requirements, and since the City is not within the Metropolitan District, the City must agree to and accept the final proposed public recreation/parks program for the redevelopment project. At the time of each Detailed Site Plan for the corresponding development area, the location and details of any public or private recreational amenities shall be provided.
2. Open space (to include parks, plazas, sitting areas and gardens) shall be dispersed throughout the proposed development and be included in all CSP phases of the redevelopment. The open space/park network should (at a minimum) include informal play areas sufficient in size to accommodate informal play activities (i.e., Frisbee, wiffle ball, bocce ball, shuffleboard, etc.), plazas, tot lots, playgrounds, and opportunities for active and passive recreation for all ages.

**SUBJECT: Beltway Plaza- Preliminary Plan of Subdivision**

**BACKGROUND:** In a report dated January 30, 2019 the Advisory Planning Board supported with conditions the Conceptual Site Plan (CSP) submitted for the phased redevelopment of Beltway Plaza (BWP). This CSP proposed 175-250 townhomes, 875-2,250 multifamily dwelling units, and 435,000-700,000 square feet of retail/commercial space. Since that time a Preliminary Plan of Subdivision (PPS) for the Beltway Plaza property has been submitted.

The Advisory Planning Board (APB) met with representatives from Beltway Plaza on January 8, 2020 to receive a presentation about the revised PPS. The revised PPS includes 2,500 multifamily residential dwelling units and 700,000 SF of commercial/retail space. There are no longer townhomes included in the proposal. This topic was also discussed at the January 15, 2020 and January 22, 2020 APB meetings. Based on these meetings and the PPS submittal documents, APB reviewed the PPS proposed for Beltway Plaza.

**ANALYSIS:** As stated during the CSP phase of this project, the City of Greenbelt's Advisory Planning Board recognizes the opportunity presented by the desire to redevelop BWP and generally supports a phased redevelopment of Beltway Plaza.

While APB recognizes the opportunity presented by the desire for redevelopment, the Board has raised several issues with the PPS as submitted. APB has discussed with the Applicant concerns with respect to open space, housing types, parking, and recreation. The Board has expressed their concern that because the proposal now includes 2,500 multifamily dwelling units there needs to be a commitment on behalf of the Applicant that a portion of those dwelling units be for-sale.

One of the main concerns raised by the Board was the usability of the open space, as defined by the submitted open space and structure plan, on the eastern side of the property. The Board raised questions about the usability of this space because of the steep slopes that exist in this area. The Board asked the Applicant to provide information about the plans for this area.

The Applicant did provide information to the Board about how the proposed multi-use trail would be constructed on the eastern side of the property. As presented by the Applicant this would include two (2) retaining walls and two (2) safety fences. After reviewing the exhibit prepared by the Applicant the Board felt strongly that there was not enough usable open space provided for in the proposal. At that time the Board discussed alternative ways to accommodate a greater area of usable open space. The Board strongly believes that Parcel 26 should be utilized



as an opportunity for a green roof above the existing parking rather than a residential building as currently proposed.

The next concern that the Board holds is with respect to parking. The Board does not feel as though there was enough information provided about how parking would be provided to the proposed residential units and to the existing and proposed retail uses. The Board strongly believes that at the time of every DSP the Applicant provide a detailed parking study that shows how existing uses and proposed uses will be parked within the development.

During their review of the PPS the Board discussed the proposed recreation amenities. As stated on the PPS the applicant is proposing that 20,000 SF of interior mall space be dedicated to the City for a variety of uses. The Board felt as though this was not a large enough space to meet the needs that will be generated by the number of residential units proposed. The Board also believes that the Applicant should be responsible for providing the funds necessary to update the space. The Advisory Planning Board ended this discussion by agreeing to defer to the recommendation that is made by the Parks and Recreation Advisory Board on the topic of recreation.

The Board has also discussed their concerns about how the parking along Greenbelt Road will be masked and believes that at the time of Detailed Site Plan for these parcels there will need to be significant discussion about how this parking will be masked.

**RECOMMENDATION:** The Board recommends that City Council support the PPS for the redevelopment of Beltway Plaza with the following conditions:

1. The Applicant explores the possibility of having a dedicated shuttle for the property that would transport individuals to and from the Greenbelt Metro Station.
2. At the time of every Detailed Site Plan (DSP) the Applicant provide a parking study that details how parking will be provided for each use, both existing and proposed. By restricting to only the area in the DSP we do not have the ability to understand how the development in that phase impacts the surrounding uses and parking.
3. At least 15 percent of the total dwelling units developed shall be for-sale units and be affordable for middle income families.
4. Street B, as shown on the PPS, be designed to allow for a right-turn only exit from the Beltway Plaza property onto Cherrywood Lane.
5. The Applicant should clarify how commercial trucks will access and exit the loading zones.
6. The Applicant should study the feasibility of installing a traffic roundabout at the intersection of Street C, as shown on the PPS, and Cherrywood Lane. This roundabout would facilitate the motion of cars exiting Beltway Plaza and traveling toward Greenbelt Road, especially in light of a right-turn only limit at Street B.

7. The Applicant meets the recommendations of the Parks and Recreation Advisory Board in the provision of public recreation facilities (i.e., dedication of improved interior space) and open space.
8. Revise the PPS to provide for additional usable open space on Parcel 26 by removing the residential component from this parcel and providing a green roof over the existing parking that would be accessible to the public.
9. The Applicant agrees to explore opportunities for public art on the proposed retaining walls along the multi-use trail.
10. At the time of Detailed Site Plan a vehicular pick up/drop off area should be detailed on Street D as shown on the PPS. Detailed Site Plans should also show parking space(s) for transportation options such as ride share and taxi services.

The Board voted 5-0 to approve this recommendation.

Respectfully submitted,

Keith Chernikoff  
Chair



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

**Subject: Beltway Plaza Redevelopment Plan Presentation**

**Background:** PRAB received an updated presentation on the Beltway Plaza Redevelopment plan at the regular meeting on January 15, 2020. PRAB provided comments and feedback during the presentation and would like to provide Council with the comments below. The original plan was presented to PRAB in January 2019, and PRAB provided initial comments at that time.

**Recommendations:** PRAB understands that the updated plan is not a final, approved construction plan, as well as appreciating the changes made in reference to prior Council and Advisory Board feedback. Based on the comments made during the presentation, PRAB recommends the following:

- 25,000+ sq ft of indoor recreation space (proposal was for 20,000 sq ft). There should be a clear delineation of the proposed and agreed upon use of this space, including design, maintenance, operations, revenue and financial responsibility, staffing and liability concerns.
- \$1 million to support renovation of existing Recreation facilities, and to provide for equipment and staffing (no funds were proposed for this purpose).

PRAB reiterates our concerns in reference to increased traffic in the vicinity, the impact on already overcrowded schools, public safety concerns and the overall impact on the existing community when adding the approximately 2,500 proposed multifamily units onto the property, in addition to the redesigned retail space. We do understand and appreciate that Beltway Plaza requires redevelopment in order to be a viable space moving forward—we just ask that the impacts to the existing community and City services be taken into consideration, and efforts made to mitigate these issues before they arise.

Respectfully submitted by:  
Jacob Chesnutt, PRAB Chair  
Brandon 'Ric' Gordon, PRAB Vice-Chair

**PRELIMINARY PLAN OF SUBDIVISION**

**Beltway Plaza**

**Staff Report**

**January 2, 2020**

**I. General Information**

|                                  |                                                                                                                         |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| <b>Applicant/Property Owner:</b> | GB Mall Limited Partnership                                                                                             |
| <b>Subject:</b>                  | Preliminary Plan of Subdivision                                                                                         |
| <b>Project Name:</b>             | Beltway Plaza                                                                                                           |
| <b>Location:</b>                 | North side of Greenbelt Road (MD 193), at the NE quadrant of its intersection with Cherrywood Lane                      |
| <b>Acreage:</b>                  | 53.88                                                                                                                   |
| <b>Zoning:</b>                   | Mixed Use Infill (M-U-I)/Development District Overlay (DDO)                                                             |
| <b>Proposed Land Use:</b>        | Mixed-use development consisting of 2,500 multifamily dwelling units and 700,000 square feet of commercial/retail space |



## **II. Background Information:**

Planning Staff has been engaged with Quantum Companies since 2005 regarding proposals for the redevelopment of Beltway Plaza (BWP). In 2006, a Conceptual Site Plan (CSP) was submitted to the Maryland-National Capital Park and Planning Commission (M-NCPPC). That plan included 700 multifamily dwelling units in the northern portion of the property and 22,000 square feet of commercial space. The 2006 CSP proceeded to a public hearing before the Prince George's County Planning Board without City support. The hearing ended in a tie vote and the site plan has remained pending at the County since that time. BWP reengaged with the site plan and submitted an updated CSP to M-NCPPC which was referred to the City on December 10, 2018.

This CSP proposed a mixed-use five (5) phase redevelopment that included an approximate total of 175-250 townhouses/two-family attached units, 875-2,250 multifamily units, and 435,000-700,000 square feet of commercial space. On February 11, 2019 City Council voted to support this CSP with conditions. The conditions addressed areas of concern including, transportation/circulation, environmental concerns, urban design, and recreation.

These conditions were revised after discussions with the applicant and revised conditions were presented to City Council on March 11, 2019. The City and the applicant agreed to enter into a private binding agreement on the conditions. On March 14, 2019 the CSP was presented to the Prince George's County Planning Board where it was approved.

Since that time the applicant has filed a Preliminary Plan of Subdivision (PPS) application with Maryland-National Capital Park and Planning Commission and the PPS is scheduled to be considered by the Prince George's County Planning Board on February 6, 2020. The PPS has been referred to the City for review and comment.

## **III. Preliminary Plan of Subdivision as Submitted October 7, 2019:**

The PPS was referred to the City on October 7, 2019 and proposed the subdivision of the 53.88 acre project area into 59 parcels and 139 lots. The PPS proposed to redevelop the existing Beltway Plaza with 139 townhomes, 110 condominium units, and 2,251 multifamily units. The single-family attached units were proposed for the northernmost portion of the site and the multifamily units were distributed throughout the site.

The existing 825,000 SF of retail footprint was proposed to be reduced to 700,000 SF. The proposal as initially submitted closely mirrored the development program proposed during the CSP phase of this project. After the Subdivision Review Committee meeting, the Applicant informed staff that revisions were being made to the plans, specifically with respect to reducing the number of townhomes included.

#### **IV. Revised Preliminary Plan of Subdivision:**

On December 13<sup>th</sup>, 18<sup>th</sup>, and 23<sup>rd</sup>, the applicant submitted revised plans to the City and the County. The revised documents submitted included a revised PPS, Connectivity Network Exhibit, revised Traffic Impact Analysis, and an Illustrative Plan. The PPS shows the proposed layout of the development while the Illustrative Plan shows more detail including proposed locations for pocket parks/open space amenities, streetscape improvements, and more detail about the interactions between proposed uses. These plans contained significant changes from the PPS that was initially referred to the City. After receiving the revised plans staff contacted both the Applicant and the County to express their belief that this revised submission required more time for review.

On December 24, 2019 County staff informed Planning staff that the Applicant will not be required to move their Planning Board hearing date. This report includes a discussion of the changes that have been made to the proposed redevelopment and the major issues and concerns that remain.

#### **V. Proposed Site Layout:**

The revised PPS includes the removal of all townhome lots and proposed condominium units. All 2,500 dwelling units proposed for the site are now proposed to be multifamily units. The PPS does not make reference as to whether the units will be owner or renter occupied. Staff believes that there will need to be a commitment from the Applicant that both owner occupied and renter occupied units will be provided for within the development. The proposed locations for multifamily buildings have also been revised.

The area that is currently used as the Target parking lot is now shown as an area for a proposed multifamily building. The original PPS showed the corner of Cherrywood Lane and Greenbelt Road to be a commercial parcel. On the revised PPS the parcel on this corner proposes a multifamily building with a retail component. Other changes include multifamily buildings partially wrapping the southernmost parking garage. The revised PPS also proposes multifamily buildings on the northern side of second parking garage.

The existing parking lot in front of the Giant grocery store is now shown as a proposed location for a residential/commercial parcel. The northernmost portion of the site now shows three (3) structured parking garages each of which are partially or fully wrapped by multifamily buildings. The Illustrative Plan also proposes a hotel near the northwest corner of the site.

The preliminary plan shows 13 parcels for open space throughout the development that total five (5) acres. The largest of these parcels are on the east side of the site. The Illustrative Plan also shows courtyard areas planned for a number of the multifamily buildings.



The Applicant has also prepared exhibits detailing the amenity core area which is planned for the center of the development. The amenity core is proposed to be a total of 1.4 acres. Amenities proposed for this area are a splash pad, plaza, sitting areas, and an amphitheater. Staff continues to note that this amenity core is planned for Phase 3 and recreation amenities are needed in Phase 1 to accommodate the residential units planned for in that phase. Staff has also noted their view that the proposed amenity core is seen as a valuable commercial related amenity and less as a recreational amenity for the residential units.

## **VI. Environment:**

As part of the Preliminary Plan of Subdivision application process the applicant is required to submit information about the environmental conditions of the site including, acreage of 100-year floodplain, net developable area outside of primary management area (PMA), and existing streams and wetlands. The Beltway Plaza site is not located within a 100-year floodplain and there are no streams or wetlands located on the site. The site does contain slopes that are greater than 15% along the eastern side of the property bordering Greenbelt Middle School.

This site is subject to the provisions of the Prince George's County Woodland and Wildlife Habitat Conservation Ordinance (WCO). A Type I Tree Conservation Plan was submitted with the revised PPS. The TCP 1 shows that there are 2.28 acres of existing woodland. The plan proposes the clearing of 1.15 acres of woodland.

According to the submitted worksheet, the cumulative woodland conservation requirement is 9.23 acres. The TCP 1 proposes to meet this requirement by .24 acres of woodland preservation and 8.99 acres of off-site woodland conservation. The worksheet notes that 2.10 acres of off-site mitigation has already been recorded for this site due to a previous project. Staff is working with the County on exploring opportunities for areas within the City to be designated as woodland conservation banks, but is not optimistic that a site of this size can be located within the City.

### Noise:

During the CSP review process the City and applicant agreed to the following condition regarding noise:

“As part of any Preliminary Plan of Subdivision submission, the applicant shall submit a Noise Study for review and approval by the requisite approving authority. The Noise Study shall measure noise impacts to the site, provide the required contours, and provide any required mitigation measures to achieve acceptable noise levels.”

As part of the original PPS submission, the applicant submitted a Phase 1 noise study. At that time the study found that, “Upon full build-out, there will be two residential buildings

impacted by noise levels above 65 dBA Ldn with impact up to 66 dBA Ldn upon the southern elevations of the buildings. All residential units exposed to noise levels above 65 dBA Ldn require further analysis to determine whether the proposed building architecture will be capable of maintaining interior noise levels at the required limit” The buildings shown to be impacted in that study were those that were closest to Greenbelt Road.

While the applicant did not submit a revised Noise Study, the PPS shows the noise contour line as determined during the noise study. This shows that the residential units that are now proposed to abut Greenbelt Road will also be impacted by noise and will require mitigation. Staff contacted County Planning Staff about the changes in the proposed development and how more residential buildings will be impacted. County Staff responded that the Applicant will be required to submit a Phase II noise study at the time of each DSP and will be required to show how the noise will be mitigated.

#### Stormwater Management:

The applicant received Stormwater Management Concept Approval from Prince George’s County. The approved Site Development Concept Plan shows an underground storage area for 100 year flood attenuation. This is located on the west side of the property.

The Site Development Concept plan, as approved, shows three (3) submerged gravel wetlands and eighteen (18) micro-bioretenention areas. The submerged gravel wetlands were shown on the northern portion of the project area. The micro-bioretenention areas were shown throughout the project area, and there was a concentration of these areas on the southwest corner of the property.

Since the approval of that plan the PPS has undergone significant changes and the proposed locations for the submerged gravel wetlands and the micro-bioretenention areas are no longer clear. Planning Staff has contacted County staff as to whether a revised Site Development Concept Plan would need to be submitted. County staff has responded that the applicant will not be required to submit a revised plan and that at time of DSP the Applicant will be required to submit a plan that addresses the revised proposed site layout.

This topic is also addressed in the conditions that were agreed to by the Applicant and the City. As conditioned at the time of the CSP, “All Detailed Site Plans shall show the Environmental Site Design techniques intended for use within the limits of each respective Detailed Site Plan.”

## **VII. Transportation:**

#### Traffic Impact Analysis

During the PPS a Traffic Impact Study (TIS) is required if a development generates 50 trips or more during any peak hour and is used to assess how the area will be affected by traffic



generated by the proposed development<sup>1</sup>. The applicant submitted a TIS as part of the original PPS submission. At that time Planning Staff met with County Transportation Planning Section Staff to discuss numerous concerns and questions about the TIS as submitted. Areas of concern included intersections not studied, background developments not included, and trip distribution.

Due to the significant changes to the PPS, the applicant has submitted a revised TIS. Staff received this study on December 23, 2019. The revised study found that all signalized and unsignalized study intersections are considered to operate adequately per M-NCPPC Guidelines. The recommendation in this report is:

“The results of the queuing analysis indicate that the eastbound left-turn queues exceed available storage at the intersections of MD 193 & Cunningham Drive and MD 193 & 62<sup>nd</sup> Avenue under Total Conditions during the PM Peak hour. It is recommended that the eastbound left-turn lane at the intersection of MD 193 & Cunningham Drive be lengthened to provide 325 feet of storage, and the eastbound left-turn lane at the intersection of MD 193 & 62<sup>nd</sup> Avenue be lengthened to provide 150 feet of storage.”

The study also recommends that:

“As part of the redevelopment, it is proposed that the northern leg of Intersection 12 (MD 193 at Cunningham Drive & Existing Site Access) be altered in order to be more accessible to pedestrian traffic.”

After review of the TIS, staff found that the concerns raised with County Staff have not been addressed and the revised TIS has raised additional concerns. The first concern is with respect to the access points to the site. One of the revisions to the original PPS was the site access points off of Breezewood Drive. The PPS as initially submitted proposed two (2) streets into the site off of Breezewood Drive.

The revised PPS shows one (1) street entrance and two (2) driveway entrances off of Breezewood Drive. The TIS, however, only shows two (2) access points off of Breezewood Drive which ignores one of the driveway entrances. By not including the third access point the TIS does not adequately show the impact of traffic on Breezewood Drive.

The next concern is the intersections that were not included in the study. Staff believes that the following intersections should be included in the TIS:

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<sup>1</sup> The Maryland-National Capital Park & Planning Commission  
Prince George’s County Planning Department  
Guidelines for the Analysis of the Traffic Impact of Development Proposals  
<http://mncppcapps.org/planning/publications/PDFs/117/Guidelines%20for%20the%20Analysis%20of%20the%20Traffic%20Impact%20of%20Development%20Proposals.pdf>

- Cherrywood Lane and Springhill Drive
- Cherrywood Lane and Ivy Lane
- Cherrywood Lane and MD 201
- Greenbelt Road and 63<sup>rd</sup> Avenue
- Springhill Lane and Breezewood Drive
- Exit lanes from MD 201 onto Greenbelt Road
- Branchville Road and Greenbelt Road
- Greenbelt Road and Greenbelt Station Parkway

With respect to forecasting future traffic volumes, the Prince George's County *Guidelines for the Analysis of the Traffic Impact of Development Proposals* states that, "Such projections must consider traffic that would be generated by development of properties that are considered to be in the pipeline" This means that any development that has an approved preliminary plan of subdivision, final plat, or record plat must be included as background developments in the study.

Staff believes that because of these guidelines, the TIS submitted does not include all necessary background developments. The study includes two (2) background developments: Capital Office Park and the remaining townhomes planned for Greenbelt Station. Using Prince George's County rates the study outlined that the Capital Office Park Development (354 dwelling units) will generate a total of 184 AM Peak hour trips and 212 PM Peak hour trips. The study also found that the remaining 145 townhomes at Greenbelt Station will generate 102 AM Peak hour trips and 116 PM Peak hour trips.

The study also assumed that none of the trips generated by the background developments will enter the Beltway Plaza site during peak hours. Staff has expressed their belief that this is inaccurate and that these background developments will generate trips into the site, particularly for retail use.

Staff has also expressed their belief that there are two (2) developments that are missing from the TIS. The first is one parcel in the Golden Triangle area that has an approved DSP for the construction of 2 one-story automobile dealerships with a combined gross floor area of 28,740 SF.

The second development that Staff believes should be included is the Greenbelt Station- North Core for which there is an approved Preliminary Plan. County Staff has responded that because the North Core development requires the construction of a full interchange along I-95 at the Greenbelt Metro Station, which is not funded at this time, the trips for this development do not need to be included.

Staff acknowledges that the North Core will likely not be developed without a full interchange, but the TIS that was prepared in 2001 for the North Core shows that trips



were still assigned to the local roadways while assuming a full interchange. It is these trips that Staff believes should be considered in the current TIS. The concern is that if no development is required to take these trips into account prior to the development of the North Core, there will be no understanding of the extent to which the local roadways will be impacted.

Staff also believes that the trip distribution as shown in the TIS is not supported by local traffic patterns. The first concern is that on the exhibit that shows the total trips generated by the site only residential trips are shown. This is justified in the study because the number of retail trips will not be changed significantly by the redevelopment, but this ignores that there will now be access to the site off of Breezewood Drive. Staff believes that retail trips should be shown in the study to better understand how Breezewood Drive will be affected by access points to Beltway Plaza.

Staff also believes that the study underestimates how many residential trips will occur off of Breezewood Drive, particularly because two (2) of the access points are proposed to be direct driveways into residential parking garages.

Staff has also raised questions about the transit reduction assumed in the study. The study assumes a 20% reduction in residential trips because of proximity and bus service to the Greenbelt Metro. Staff believes this reduction is too high for this area. This concern was also raised by the Travel Forecasting and Analysis Division of SHA. Their concern is as follows, “The 20% transit trip reduction may be too high considering the large size of the development. Assuming a 11-12 minute headway, as mentioned in the report, this would lead to approximately 40 new riders boarding every bus arriving at the Cherrywood bus stop during the AM peak.” Staff raised this concern during the initial review of the TIS, but it has not been addressed.

#### Pedestrian and Bicycle Impact Statement:

Section 24-124.01 of the County Code requires that, “...before any preliminary plan may be approved for land lying, in whole or part, within County Centers, and Corridors, the Planning Board shall find that there will be adequate public pedestrian and bikeway facilities to serve the proposed subdivision and the surrounding area.”

The amount that an applicant must provide to fulfill the off-site portion of this requirement is determined by the number of dwelling units and the square footage of commercial/retail space. For each square foot of commercial/retail development, the applicant must pay \$0.35 and for each dwelling unit proposed that applicant must pay \$300 for pedestrian and bicycle facilities.

The proposed redevelopment of Beltway Plaza includes 2,500 dwelling units and 700,000 SF of commercial/retail space. Of that 700,000 SF of commercial/retail space only 175,858 is proposed to be razed and replaced new. It is the commercial/retail space that will be replaced new that is included in this calculation. The calculation for the pedestrian and bicycle impact is

as follows:  $2,500 \text{ DU's} \times \$300/\text{unit} + 175,858 \text{ SF} \times \$0.35/\text{SF} = \$750,000 + \$61,550.30 = \$811,550.30$ .

As part of the PPS submission the applicant proposed three (3) methods for fulfilling the BPIS requirements; adding bus shelters to existing bus stops, adding new bus stops with shelters, and adding ADA upgrades and pedestrian crossings. The applicant proposed the construction of bus shelters at five (5) existing bus stops on Cherrywood Lane and three (3) existing bus stops on Breezewood Drive.

The applicant has also proposed the construction of three (3) new bus stops on Greenbelt Road. Lastly, the applicant has proposed the installation of crosswalks, with ADA upgrades, at several different locations on Cherrywood Lane, Breezewood Drive, and Greenbelt Road.

Staff is working with the County to organize a coordinating meeting to discuss the list of improvements, including adding those improvements that are identified in the *2014 City of Greenbelt Pedestrian and Bicycle Master Plan*.

## **VIII. Recreation:**

### **Mandatory Dedication of Parkland:**

Per County Regulation Sec. 24-134 mandatory dedication of parkland can be met by land dedication, private recreation facilities, fee in-lieu, or a combination of those components. If the applicant were to satisfy this requirement with only land dedication the amount of land required would be 8.08 acres. If the applicant were to satisfy the requirement with only private recreation facilities the value of those facilities would need to be a value of \$2,262,000. If the applicant were to satisfy the requirements solely through fee in-lieu the applicant would be required to pay approximately \$1,692,590.

The conditions for support that were agreed to during the CSP phase of this project required the preliminary plan of subdivision to address mandatory dedication requirements. The CSP condition states,

“The Preliminary Plan of Subdivision shall address mandatory parkland dedication requirements, and since the City is not within the Metropolitan District, the City must agree to and accept the final proposed public recreation/parks program for the redevelopment project. At the time of each Detailed Site Plan for the corresponding development area, the location and details of any public or private recreational amenities shall be provided”

Open space and recreational amenities were a topic of significant discussion during the review of the CSP. The Advisory Planning Board, Parks and Recreation Advisory Board, GreenACES, and City Council raised concerns about the lack of open space and recreational amenities citing an existing need in Greenbelt West that will be significantly impacted by the



additional 2,500 dwelling units. The proposed 2,500 dwelling units will result in a population of approximately 6,000 new residents at a rate of 2.4 persons per dwelling unit.

Staff has raised land dedication as a means to meet the mandatory dedication requirement several times. The Applicant has consistently stated that land dedication is not feasible. As a result of this, Planning Staff worked with the Acting Directors of the Department of Recreation and Parks to identify opportunities to meet recreation needs.

One opportunity discussed was interior mall space that could be used for recreation. This space would be used for youth and adult sports including practices, clinics, leagues, tournaments, and drop-in pickup games. The types of sports that could be accommodated are soccer, futsal, lacrosse, field hockey, potentially volleyball, basketball, and football depending on ceiling height. The types of activities offered would be formalized through community input.

The Applicant has proposed offering 20,000 SF of interior space to the City in order to meet this need. Staff met with the applicant on December 23, 2019 to visit the site and tour a space that could be used for an interior recreation space. The Applicant has mentioned, however, that the location for interior space may change throughout the redevelopment process. Staff and the Applicant have also discussed monetary contributions that could be used for the maintenance of the ball fields at the Greenbelt Middle School and improvements at the Springhill Lake Recreation Center.

## IX. Schools:

The chart below shows the estimated impact that this development proposal will have on schools located within the City:

| Estimated Impact on Public Schools |                          |                             |                         |                                      |
|------------------------------------|--------------------------|-----------------------------|-------------------------|--------------------------------------|
| <b><u>Multi-Family</u></b>         |                          |                             |                         |                                      |
|                                    | <b>Elementary School</b> | <b>Middle School</b>        | <b>High School</b>      |                                      |
| Dwelling Units                     | 2,500                    | 2,500                       | 2,500                   |                                      |
| Pupil Yield Factor                 | 0.119                    | 0.054                       | 0.074                   |                                      |
| Subdivision Enrollment             | 298                      | 135                         | 185                     |                                      |
|                                    |                          |                             |                         |                                      |
| <b>Total Maximum Impact</b>        | <b>Elementary</b>        |                             | <b>Middle School</b>    | <b>High School</b>                   |
|                                    | <b>Springhill Lake</b>   | <b>Greenbelt Elementary</b> | <b>Greenbelt Middle</b> | <b>Eleanor Roosevelt High School</b> |
| Total Estimated Students           | 298                      | NA                          | 135                     | 185                                  |
| Actual Enrollment 2019             | 891                      | 587                         | 1,468                   | 2,629                                |
| Total Enrollment                   | 1,189                    | 587                         | 1,603                   | 2,814                                |
| State Rated Capacity               | 561                      | 568                         | 1,101                   | 2,096                                |
| <b>Percent Capacity</b>            | <b>212%</b>              | <b>103%</b>                 | <b>146%</b>             | <b>134%</b>                          |

While there is concern regarding the impact the proposed development will have on schools, the County's Subdivision regulations do not require a finding of adequacy for schools, and therefore a PPS cannot be denied based on school adequacy.

Instead, all new residential development is required to pay a school facilities surcharge fee for every residential unit. Per County Council Resolution 55-2019 the school facilities surcharge for developments located inside the Capital Beltway is \$9,741 per unit. Therefore the subject development would be required to pay to the County a school facilities surcharge fee totaling \$24,352,500.

#### **X. Public Safety:**

The County Subdivision regulations require that the PPS address the issues of the adequacy of fire and rescue and police services (although only as it relates to County services). The City provides full police service to the project area. The proposed project is subject to a public safety surcharge fee.

Pursuant to Section 10-192.11(2)(A) of the County code , "at least twenty five (25%) of the revenue collected from a surcharge imposed on construction that is located in a municipal corporation that maintains a police department shall be distributed to the municipal corporation's police department."

The public safety surcharge fee for fiscal year 2020 is \$2,630 per permit issued for construction located inside the Transportation Service Area I as defined by the Maryland-National Capital Park and Planning Commission in the Prince George's County Approved General Plan. As this property is located inside a Transportation Service Area I the total fee would be \$6,575,000. The portion of this fee that would be distributed to the City would total \$1,643,750.

#### **XI. Conclusion:**

As stated throughout the CSP phase of the project staff continues to believe that that the redevelopment of Beltway Plaza offers a great opportunity for Greenbelt West and the City of Greenbelt as a whole. Staff does have concerns about the PPS as presented, specifically with respect to transportation and recreation as detailed in this report. A summary of the major issues discussed is attached to this report. It is important to note that staff expects that there will be additional issues identified through further review of the revised submittals and through meetings with City Council and advisory boards. Staff believes that further collaboration is needed with the Applicant on these issues.



## **Major Issues:**

### *Transportation/Circulation:*

- The TIS does not include all pertinent intersections. The study should be revised to include these intersections.
- The TIS does not include all pertinent background developments. The study should be revised to include these background developments.
- The trip distribution in the TIS should be revised to better reflect local traffic patterns.
- The number of residential trips on Breezewood Drive is low. The TIS should be revised to better reflect residential trips on Breezewood Drive.
- The TIS should be revised to reflect the three (3) site access points proposed for Breezewood Drive.
- Staff believes the 20% transit reduction is too high and should be reduced.
- Retail trips need to be shown on the total trips generated exhibit to better understand how Breezewood Drive will be affected.
- Staff has raised concerns about site circulation, specifically with respect to Street G shown on the PPS and how Street B will be accessed from Street A.
- Staff has concerns about the easternmost access point proposed off of Breezewood Drive because of the curvature of the road. This proposed access will require further study.
- An engineering study for Breezewood Drive is needed prior to the approval of any DSP proposing access off Breezewood Drive to identify needed changes to the cross section of the roadway to accommodate the additional traffic and turning movements.

### *Recreation:*

- The proposed development includes 2,500 dwelling units with an estimated population of 6,000 people. Adequate recreation facilities need to be provided in Phase 1 to meet the needs of the residents.

### *Review Time:*

- The PPS has undergone significant changes since the first submission and from the approved CSP. As noted previously staff has expressed their view that more time is necessary for the review of the revised submittals. Staff has also been contacted by the attorney for Franklin Park requesting that the City ask for more time to allow all interested parties of record additional time to review the PPS and associated submittals.

### *School Capacity:*

- Staff acknowledges that the County's Subdivision regulations do not require a finding of adequacy for schools, but still believes that school capacity is a major issue. This is an

issue that the City needs to address with the County Council and Board of Education directly.

*Housing:*

- The PPS states that there are 2,500 multifamily dwelling units proposed with no reference to owner vs. renter occupancy. This raises a concern about how housing/income diversity is going to be achieved. Staff believes that there will need to be a commitment from the applicant that both owner occupied and renter occupied units will be included in the redevelopment.



## City Council Agenda Item Report

Meeting Date: February 10, 2020

Submitted by: David Moran

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

---

### **Subject:**

State Legislation

### **Suggested Action:**

Reference:

HB 561

SB 490

MAYSB Fact Sheet

SB 277

HB 733

SB 530

Fiscal Note SB 530

House Bill 561/Senate Bill 315 - This legislation would allow municipalities to act as aggregators for electric power on behalf of their residents. Residents could opt-out if they wanted to choose a different provider. Delegate Healy is a co-sponsor of HB 561. The MML Legislative Committee voted to support these bills. The City has supported similar bills in prior sessions.

Staff recommends Council support HB 561/SB 315.

Senate Bill 490/House Bill 709 - This legislation would mandate State funding for Youth Service Bureaus (YSB) in the State Budget and that these funds go directly to the YSB's as long as they are matched by a local government. The bill would increase the amount of funding to each YSB from the current \$65,000 to \$100,000. The Maryland Association of Youth Service Bureaus (MAYSB) is advocating for passage of this bill.

Staff recommends Council support SB 490/HB 709.

Senate Bill 277/House Bill 359 - This legislation known as the Clean Cars Act of 2020 would extend the Electric Vehicle Recharging Equipment Rebate Program which expires in FY 2020 until FY 2023. It would also increase the amount of rebate funding available annually from \$1.2 to \$1.8 Million.

Staff recommends Council support SB 277/HB 359.

House Bill 733/Senate Bill 526 - This legislation would establish a Private Sector Transportation Ombudsman position within the Maryland Department of Transportation. Delegates Healey and Washington are co-sponsors of HB 733.

Council direction is sought.

Senate Bill 530/House Bill 231 - This legislation would prohibit discriminatory practices in residential and real estate transactions and the sale or rental of a dwelling based on a person's source of income. Senator Pinsky and Delegate Healey are co-sponsors of this legislation.

Staff recommends Council support SB 530/HB 231.

**Attachments:**

[HB 561.pdf](#)

[SB 490.pdf](#)

[MAYSB Fact Sheet.pdf](#)

[SB 277.pdf](#)

[HB 733.pdf](#)

[SB 530.pdf](#)

[Fiscal Note SB 530.pdf](#)



# HOUSE BILL 561

C5, L6  
HB 730/19 – ECM

01r0595  
CF SB 315

By: **Delegates Charkoudian, Acevero, Bagnall, Bridges, Cain, Carr, Crosby, Crutchfield, Cullison, Dumais, Ebersole, Feldmark, Fennell, W. Fisher, Fraser-Hidalgo, Gilchrist, Guyton, Haynes, Healey, Hettleman, Hill, Ivey, Jalisi, Kelly, Korman, Lehman, R. Lewis, Lierman, Lopez, Love, Moon, Mosby, Palakovich Carr, Pendergrass, Reznik, Rogers, Rosenberg, Shetty, Solomon, Stewart, Terrasa, Turner, C. Watson, Wilkins, and P. Young**

Introduced and read first time: January 27, 2020

Assigned to: Economic Matters

## A BILL ENTITLED

1 AN ACT concerning

2 **Electric Industry – Community Choice Energy**

3 FOR the purpose of applying certain laws regarding net energy metering and community  
4 solar generating systems to customers served by a community choice aggregator;  
5 repealing a provision that prohibits a county or municipal corporation from acting as  
6 an aggregator under certain circumstances; establishing a process by which,  
7 beginning on a certain date, a county or municipal corporation or group of counties  
8 or municipal corporations may form or join a community choice aggregator; requiring  
9 a county or municipal corporation to develop and give certain notice of a certain  
10 aggregation plan under certain circumstances; providing for the contents of a certain  
11 aggregation plan; prohibiting a county or municipal corporation from excluding  
12 certain customers from the ability to participate in certain aggregation activities  
13 under certain circumstances; establishing a process under which certain customers  
14 shall be deemed to have given permission to a certain county or municipal  
15 corporation to act as the customers' community choice aggregator; providing that  
16 certain customers may refuse to participate in certain aggregation activities under  
17 certain circumstances; requiring a certain electricity supplier to give certain notice  
18 to a community choice aggregator regarding the end of a certain contract term;  
19 authorizing a community choice aggregator to impose a certain penalty under certain  
20 circumstances; prohibiting a community choice aggregator from assessing certain  
21 new fees, taxes, or charges in the aggregation charges or rates under certain  
22 circumstances; exempting a community choice aggregator from certain requirements  
23 relating to the licensing of electricity suppliers; authorizing a community choice  
24 aggregator to own a certain electric generating facility for a certain purpose;  
25 requiring a community choice aggregator to submit a certain plan to the Public  
26 Service Commission for the use or disposition of a certain electric generating facility

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



under certain circumstances; authorizing a community choice aggregator to contract for service from an electric generating facility under certain circumstances; requiring a county or municipal corporation to give or provide for certain notices to certain persons and to the Commission under certain circumstances; providing for the contents of certain notices; requiring the Commission to notify a certain county or municipal corporation as to its approval of the aggregation plan and certain proposed terms of service, rates, and categories of certain charges, fees, or other costs under certain circumstances; providing that a community choice aggregator may award contracts for competitive generation service supply only at certain times; authorizing the Commission to establish a schedule by which a community choice aggregator may transfer load from standard offer service to retail or wholesale contracts under an aggregation plan; providing that a certain county or municipal corporation is deemed to have obtained certain customer authorization to retrieve certain data; requiring an electric company to provide certain data to a community choice aggregator; requiring the Commission to review certain fees, request formats, and the format of certain data provided to facilitate the intent of certain provisions of law; requiring the Commission to adopt certain regulations and establish certain procedures; authorizing the Commission to make a certain allocation under certain circumstances; requiring an electric company to provide certain billing services; requiring certain bills to contain a certain notice; requiring the Commission to determine the terms and conditions under which a certain electric company provides certain services; requiring the Commission to consider certain factors; defining certain terms; altering certain definitions; and generally relating to the ability of a county or municipal corporation to aggregate demand for electricity within the county or municipal corporation.

BY renumbering

Article – Public Utilities

Section 1–101(f) through (tt), respectively

to be Section 1–101(g) through (uu), respectively

Annotated Code of Maryland

(2010 Replacement Volume and 2019 Supplement)

BY repealing and reenacting, without amendments,

Article – Public Utilities

Section 1–101(a), 7–306(a)(1), (4), and (7) and (f)(1), and 7–306.2(d)(1) and (2)

Annotated Code of Maryland

(2010 Replacement Volume and 2019 Supplement)

BY repealing and reenacting, with amendments,

Article – Public Utilities

Section 1–101(b), 7–306(f)(5) and (h), 7–306.2(d)(3), and 7–507(a)

Annotated Code of Maryland

(2010 Replacement Volume and 2019 Supplement)

BY adding to

Article – Public Utilities



Section 1–101(f), 7–306(h), and 7–510.3  
Annotated Code of Maryland  
(2010 Replacement Volume and 2019 Supplement)

BY repealing  
Article – Public Utilities  
Section 7–510(f)  
Annotated Code of Maryland  
(2010 Replacement Volume and 2019 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,  
That Section(s) 1–101(f) through (tt), respectively, of Article – Public Utilities of the  
Annotated Code of Maryland be renumbered to be Section(s) 1–101(g) through (uu),  
respectively.

SECTION 2. AND BE IT FURTHER ENACTED, That the Laws of Maryland read  
as follows:

#### Article – Public Utilities

1–101.

(a) In this division the following words have the meanings indicated.

(b) (1) “Aggregator” means an entity or an individual that acts on behalf of a  
customer to purchase electricity or gas.

(2) “Aggregator” does not include:

(i) an entity or individual that purchases electricity or gas **ONLY** for  
its own use or for the use of its subsidiaries or affiliates;

(ii) a municipal electric utility or a municipal gas utility serving only  
in its distribution territory; or

(iii) a combination of governmental units that purchases electricity  
or gas for use by the governmental units.

**(F) “COMMUNITY CHOICE AGGREGATOR” MEANS A COUNTY OR MUNICIPAL  
CORPORATION OR A GROUP OF COUNTIES, MUNICIPAL CORPORATIONS, OR BOTH,  
THAT SERVES AS AN ELECTRIC AGGREGATOR FOR THE PURPOSE OF NEGOTIATING  
THE PURCHASE OF ELECTRIC GENERATION SERVICES FROM AN ELECTRICITY  
SUPPLIER LICENSED BY THE COMMISSION OR FROM AN ELECTRIC GENERATING OR  
STORAGE FACILITY, OR PROVIDING ELECTRICITY FROM AN ELECTRIC GENERATING  
FACILITY OWNED BY THE AGGREGATOR FOR RESIDENTIAL ELECTRIC CUSTOMERS,  
INCLUDING MASTER METERED MULTIPLE OCCUPANCY RESIDENCES AND SMALL**

1 COMMERCIAL ELECTRIC CUSTOMERS, AS DEFINED IN § 7-510.3 OF THIS ARTICLE,  
2 THAT:

3 (1) ARE LOCATED, FOR A MUNICIPAL CORPORATION, IN THE  
4 MUNICIPAL CORPORATION OR, FOR A COUNTY, IN ANY AREA IN THE COUNTY  
5 OUTSIDE A MUNICIPAL CORPORATION;

6 (2) HAVE NOT:

7 (I) SELECTED AN ELECTRICITY SUPPLIER OTHER THAN THE  
8 STANDARD OFFER SERVICE SUPPLIER; OR

9 (II) REFUSED TO PARTICIPATE IN THE AGGREGATION  
10 ACTIVITIES OF THE COUNTY, MUNICIPAL CORPORATION, OR GROUP OF COUNTIES  
11 OR GROUP OF MUNICIPAL CORPORATIONS; AND

12 (3) ARE NOT LOCATED IN THE SERVICE TERRITORY OF:

13 (I) A MUNICIPAL ELECTRIC UTILITY; OR

14 (II) AN ELECTRIC COOPERATIVE.

15 7-306.

16 (a) (1) In this section the following words have the meanings indicated.

17 (4) "Eligible customer-generator" means a customer that owns and  
18 operates, leases and operates, or contracts with a third party that owns and operates a  
19 biomass, micro combined heat and power, solar, fuel cell, wind, or closed conduit hydro  
20 electric generating facility that:

21 (i) is located on the customer's premises or contiguous property;

22 (ii) is interconnected and operated in parallel with an electric  
23 company's transmission and distribution facilities; and

24 (iii) is intended primarily to offset all or part of the customer's own  
25 electricity requirements.

26 (7) "Net energy metering" means measurement of the difference between  
27 the electricity that is supplied by an electric company and the electricity that is generated  
28 by an eligible customer-generator and fed back to the electric grid over the eligible  
29 customer-generator's billing period.

30 (f) (1) The electric company shall calculate net energy metering in accordance



1 with this subsection.

2 (5) (i) An eligible customer-generator under paragraph (4) of this  
3 subsection may accrue net excess generation for a period:

4 1. not to exceed 12 months; and

5 2. that ends with the billing cycle that is complete  
6 immediately prior to the end of April of each year.

7 (ii) The electric company shall carry forward net excess generation  
8 until:

9 1. the eligible customer-generator's consumption of  
10 electricity from the grid eliminates the net excess generation; or

11 2. the accrual period under subparagraph (i) of this  
12 paragraph expires.

13 (iii) 1. The dollar value of net excess generation shall be equal to  
14 the generation or commodity portion of the rate that the eligible customer-generator would  
15 have been charged by the electric company averaged over the previous 12-month period  
16 ending with the billing cycle that is complete immediately prior to the end of April  
17 multiplied by the number of kilowatt-hours of net excess generation.

18 2. For customers served by A **COMMUNITY CHOICE**  
19 **AGGREGATOR OR** an electricity supplier, the dollar value of the net excess generation shall  
20 be equal to the generation or commodity rate that the customer would have been charged  
21 by the **COMMUNITY CHOICE AGGREGATOR OR** electricity supplier multiplied by the  
22 number of kilowatt-hours of net excess generation.

23 **(H) AN ELIGIBLE CUSTOMER-GENERATOR UNDER A NET ENERGY**  
24 **METERING CONTRACT MAY PARTICIPATE IN THE AGGREGATION ACTIVITIES OF A**  
25 **COMMUNITY CHOICE AGGREGATOR UNDER § 7-510.3 OF THIS TITLE.**

26 **[(h)] (I)** On or before September 1 of each year, the Commission shall report to  
27 the General Assembly, in accordance with § 2-1257 of the State Government Article, on the  
28 status of the net metering program under this section, including:

29 (1) the amount of capacity of electric generating facilities owned and  
30 operated by eligible customer-generators in the State by type of energy resource;

31 (2) based on the need to encourage a diversification of the State's energy  
32 resource mix to ensure reliability, whether the rated generating capacity limit in subsection  
33 (d) of this section should be altered; and

(3) other pertinent information.

7-306.2.

(d) (1) (i) The Commission shall establish a pilot program for a Community Solar Energy Generating System Program.

(ii) The structure of the pilot program is as provided in this subsection.

(2) All rate classes may participate in the pilot program.

(3) Subscribers served by electric standard offer service, **COMMUNITY CHOICE AGGREGATORS**, and electricity suppliers may hold subscriptions to the same community solar energy generating system.

7-507.

(a) A person, other than an electric company providing standard offer service under § 7-510(c) of this subtitle [or], a municipal electric utility serving customers solely in its distribution territory, **OR A COMMUNITY CHOICE AGGREGATOR UNDER § 7-510.3 OF THIS SUBTITLE**, may not engage in the business of an electricity supplier in the State unless the person holds a license issued by the Commission.

7-510.

[(f) A county or municipal corporation may not act as an aggregator unless the Commission determines there is not sufficient competition within the boundaries of the county or municipal corporation.]

**7-510.3.**

**(A) IN THIS SECTION, "SMALL COMMERCIAL ELECTRIC CUSTOMER" MEANS A COMMERCIAL ELECTRIC CUSTOMER THAT HAS A PEAK ELECTRIC LOAD OF NOT MORE THAN 25 KILOWATTS.**

**(B) BEGINNING OCTOBER 1, 2021, A COUNTY OR MUNICIPAL CORPORATION OR GROUP OF COUNTIES OR MUNICIPAL CORPORATIONS MAY FORM OR JOIN A COMMUNITY CHOICE AGGREGATOR UNDER THIS SECTION.**

**(C) (1) AT LEAST 60 DAYS BEFORE INITIATING THE PROCESS TO JOIN OR FORM A COMMUNITY CHOICE AGGREGATOR, A COUNTY OR MUNICIPAL CORPORATION SHALL:**

**(I) DEVELOP AN AGGREGATION PLAN;**



(II) GIVE WRITTEN NOTICE OF THE AGGREGATION PLAN TO EACH RESIDENTIAL AND SMALL COMMERCIAL ELECTRIC CUSTOMER IN THE JURISDICTION;

(III) PUBLISH A FAIR SUMMARY OF THE AGGREGATION PLAN IN AT LEAST ONE NEWSPAPER OF GENERAL CIRCULATION IN THE JURISDICTION;

(IV) IF THE JURISDICTION MAINTAINS A WEBSITE, PUBLISH THE FULL TEXT OF THE AGGREGATION PLAN ON THE WEBSITE; AND

(V) GIVE, FOR THE COMMISSION'S APPROVAL, WRITTEN NOTICE OF ITS INTENTION TO INITIATE A PROCESS TO JOIN OR FORM A COMMUNITY CHOICE AGGREGATOR.

**(2) THE AGGREGATION PLAN SHALL:**

(I) DETAIL THE PROCESSES RELATED TO PARTICIPATING IN THE AGGREGATION ACTIVITIES OF A COMMUNITY CHOICE AGGREGATOR;

(II) CONTAIN INFORMATION ON THE OPERATIONS, FUNDING, AND ORGANIZATIONAL STRUCTURE OF THE COMMUNITY CHOICE AGGREGATOR;

(III) PROVIDE DETAILS ON:

1. THE RATE SETTING AND COSTS TO PARTICIPANTS;

2. METHODS THAT THE COMMUNITY CHOICE AGGREGATOR MUST USE FOR ENTERING INTO AND TERMINATING AGREEMENTS WITH OTHER ENTITIES;

3. THE RIGHTS AND RESPONSIBILITIES OF PARTICIPATING ELECTRIC CUSTOMERS; AND

4. THE TERMINATION OF THE AGGREGATION PROGRAM, IF ANY; AND

(IV) PROVIDE FOR UNIVERSAL ELECTRICITY ACCESS, RELIABILITY, AND EQUITABLE TREATMENT OF ALL RESIDENTIAL AND SMALL COMMERCIAL ELECTRIC CUSTOMERS IN THE JURISDICTION.

(D) (1) AT LEAST 60 DAYS AFTER DEVELOPING AN AGGREGATION PLAN AND GIVING THE NOTICE REQUIRED UNDER SUBSECTION (C) OF THIS SECTION, A

COUNTY OR MUNICIPAL CORPORATION OR GROUP OF COUNTIES OR MUNICIPAL CORPORATIONS MAY INITIATE THE PROCESS OF FORMING OR JOINING A COMMUNITY CHOICE AGGREGATOR BY FILING WITH THE COMMISSION:

(I) A NOTICE OF INTENT TO FORM OR JOIN A COMMUNITY CHOICE AGGREGATOR;

(II) A COPY OF THE AGGREGATION PLAN DEVELOPED IN ACCORDANCE WITH SUBSECTION (C) OF THIS SECTION;

(III) A DRAFT LOCAL LAW FORMING OR JOINING A COMMUNITY CHOICE AGGREGATOR; AND

(IV) PROPOSED TERMS OF SERVICE, RATES, AND CATEGORIES OF CHARGES, FEES, OR OTHER COSTS TO CUSTOMERS UNRELATED TO THE ACTUAL COST OF THE ELECTRICITY SUPPLY.

(2) THE NOTICE OF INTENT SHALL INCLUDE:

(I) THE NAME OF EACH COUNTY OR MUNICIPAL CORPORATION IN THE COMMUNITY CHOICE AGGREGATOR; AND

(II) WHETHER THE COUNTY OR MUNICIPAL CORPORATION IS FORMING A COMMUNITY CHOICE AGGREGATOR OR JOINING AN EXISTING COMMUNITY CHOICE AGGREGATOR.

(3) A COUNTY OR MUNICIPAL CORPORATION IS A COMMUNITY CHOICE AGGREGATOR AFTER:

(I) SUBMITTING THE NOTICE OF INTENT AND AGGREGATION PLAN REQUIRED UNDER THIS SUBSECTION;

(II) THE COMMISSION HAS APPROVED ITS AGGREGATION PLAN AND PROPOSED TERMS FILED IN ACCORDANCE WITH PARAGRAPH (1)(IV) OF THIS SUBSECTION; AND

(III) ENACTING A LOCAL LAW THAT PROVIDES THAT THE COUNTY OR MUNICIPAL CORPORATION SHALL ACT AS A COMMUNITY CHOICE AGGREGATOR.

(E) (1) IN ACCORDANCE WITH A SCHEDULE ESTABLISHED BY THE COMMISSION UNDER SUBSECTION (K) OF THIS SECTION, IF A COUNTY OR MUNICIPAL CORPORATION ENACTS A LOCAL LAW TO ACT AS A COMMUNITY CHOICE AGGREGATOR, THE COUNTY OR MUNICIPAL CORPORATION SHALL PROVIDE OR



1 CAUSE ITS SELECTED ELECTRICITY SUPPLIER, IF ANY, TO PROVIDE WRITTEN  
2 NOTICE OF THE FORMATION OF THE COMMUNITY CHOICE AGGREGATOR TO ALL  
3 RESIDENTIAL AND SMALL COMMERCIAL ELECTRIC CUSTOMERS IN ITS  
4 JURISDICTION.

5 (2) THE NOTICE REQUIRED UNDER THIS SUBSECTION SHALL  
6 INCLUDE:

7 (I) THE IDENTITY AND COMMISSION-ISSUED LICENSE  
8 NUMBERS OF ANY SELECTED ELECTRICITY SUPPLIER;

9 (II) TERMS AND CONDITIONS OF SERVICE;

10 (III) NEW RATES, CHARGES, AND FEES FOR SERVICE UNDER THE  
11 COMMUNITY CHOICE AGGREGATOR;

12 (IV) A COMPARISON OF THE NEW RATES AND THE RATES UNDER  
13 THE CURRENT STANDARD OFFER SERVICE;

14 (V) INFORMATION ON HOW TO ACCESS THE STANDARD OFFER  
15 SERVICE AVAILABLE FROM AN ELECTRIC COMPANY; AND

16 (VI) THE TOTAL RENEWABLE COMPONENT OF THE ELECTRICITY  
17 TO BE SUPPLIED THROUGH A COMMUNITY CHOICE AGGREGATOR, INCLUDING THE  
18 SPECIFIC SOURCES OF ANY RENEWABLE ENERGY COMPARED TO THE  
19 REQUIREMENTS UNDER CURRENT LAW, IF ANY.

20 (3) IN THE NOTICE REQUIRED UNDER THIS SUBSECTION, THE  
21 COUNTY OR MUNICIPAL CORPORATION SHALL PROVIDE TO THE RESIDENTIAL AND  
22 SMALL COMMERCIAL ELECTRIC CUSTOMERS IN ITS JURISDICTION THE  
23 OPPORTUNITY TO REFUSE TO PARTICIPATE IN THE AGGREGATION ACTIVITIES OF  
24 THE COMMUNITY CHOICE AGGREGATOR:

25 (I) BY RETURN SUBMISSION OF THE NOTICE TO THE  
26 COMMUNITY CHOICE AGGREGATOR AND THE ELECTRIC COMPANY INDICATING THE  
27 CUSTOMER'S DECISION TO REFUSE TO PARTICIPATE IN THE AGGREGATION  
28 ACTIVITIES OF THE COMMUNITY CHOICE AGGREGATOR; OR

29 (II) BY CONTRACTING FOR SERVICE WITH A RETAIL  
30 ELECTRICITY SUPPLIER OR BY CHOOSING STANDARD OFFER SERVICE FROM AN  
31 ELECTRIC COMPANY.

32 (4) A COUNTY OR MUNICIPAL CORPORATION THAT ENACTS A LOCAL

1 LAW TO ACT AS A COMMUNITY CHOICE AGGREGATOR UNDER THIS SECTION MAY NOT  
2 EXCLUDE FROM THE ABILITY TO PARTICIPATE IN THE AGGREGATION ACTIVITIES OF  
3 THE COMMUNITY CHOICE AGGREGATOR:

4 (I) ANY RESIDENTIAL OR SMALL COMMERCIAL ELECTRIC  
5 CUSTOMER IN ITS JURISDICTION; OR

6 (II) FOR THE PROVISION OF ELECTRIC SERVICE FOR FACILITIES  
7 LOCATED WITHIN THE JURISDICTION OF THE COMMUNITY CHOICE AGGREGATOR,  
8 ANY GOVERNMENTAL ENTITY.

9 (F) A RESIDENTIAL OR SMALL COMMERCIAL ELECTRIC CUSTOMER IS  
10 DEEMED TO HAVE GIVEN PERMISSION TO THE COUNTY OR MUNICIPAL  
11 CORPORATION TO ACT ON THE CUSTOMER'S BEHALF AS A COMMUNITY CHOICE  
12 AGGREGATOR:

13 (1) WHEN THE COUNTY OR MUNICIPAL CORPORATION RECEIVES  
14 FROM THE CUSTOMER:

15 (I) A REPLY FROM THE NOTICE REQUIRED UNDER SUBSECTION  
16 (E) OF THIS SECTION BY WHICH THE CUSTOMER EXPLICITLY GRANTS PERMISSION  
17 FOR THE CUSTOMER TO RECEIVE SERVICE WITH THE COMMUNITY CHOICE  
18 AGGREGATOR; OR

19 (II) AN APPLICATION TO RECEIVE SERVICE WITH THE  
20 COMMUNITY CHOICE AGGREGATOR;

21 (2) IN THE CASE OF A CUSTOMER RECEIVING STANDARD OFFER  
22 SERVICE, WITHIN 30 DAYS AFTER THE NOTICE REQUIRED BY SUBSECTION (E) OF  
23 THIS SECTION IS GIVEN IF:

24 (I) THE COUNTY OR MUNICIPAL CORPORATION HAS NOT  
25 RECEIVED A RETURNED NOTICE BY THAT DATE; OR

26 (II) AFTER THE CREATION OF THE COMMUNITY CHOICE  
27 AGGREGATOR AND RECEIPT OF THE NOTICE, THE CUSTOMER HAS NOT CONTRACTED  
28 WITH A RETAIL ELECTRICITY SUPPLIER OR CONTACTED AN ELECTRIC COMPANY TO  
29 SELECT STANDARD OFFER SERVICES; OR

30 (3) ON APPLYING FOR NEW ELECTRIC SERVICE WITHIN THE  
31 TERRITORY SERVED BY THE COMMUNITY CHOICE AGGREGATOR, UNLESS THE  
32 CUSTOMER HAS:



1 (I) CONTRACTED WITH A RETAIL ELECTRICITY SUPPLIER FOR  
2 SERVICE; OR

3 (II) CONTACTED AN ELECTRIC COMPANY TO SELECT STANDARD  
4 OFFER SERVICE.

5 (G) EXCEPT FOR A CONTRACT THAT AUTOMATICALLY RENEWS, AT THE END  
6 OF A CONTRACT TERM WITH AN ELECTRICITY SUPPLIER A RESIDENTIAL OR SMALL  
7 COMMERCIAL ELECTRIC CUSTOMER IN THE JURISDICTION OF A COMMUNITY  
8 CHOICE AGGREGATOR SHALL BE AUTOMATICALLY ENROLLED AS A PARTICIPANT IN  
9 THE AGGREGATION ACTIVITIES OF THE COMMUNITY CHOICE AGGREGATOR UNLESS  
10 THE CUSTOMER:

11 (1) GIVES WRITTEN NOTICE TO THE COUNTY OR MUNICIPAL  
12 CORPORATION DECLINING TO PARTICIPATE IN THE AGGREGATION ACTIVITIES OF  
13 THE COMMUNITY CHOICE AGGREGATOR; OR

14 (2) CONTRACTS FOR SERVICE WITH A RETAIL ELECTRICITY SUPPLIER  
15 OR CONTACTS AN ELECTRIC COMPANY TO SELECT STANDARD OFFER SERVICE.

16 (H) (1) THIS SECTION MAY NOT BE CONSTRUED TO PREVENT A  
17 RESIDENTIAL OR SMALL COMMERCIAL ELECTRIC CUSTOMER IN THE JURISDICTION  
18 OF THE COUNTY OR MUNICIPAL CORPORATION FROM CHOOSING AT ANY TIME:

19 (I) TO ENTER INTO A CONTRACT WITH AN ELECTRICITY  
20 SUPPLIER OTHER THAN THE COMMUNITY CHOICE AGGREGATOR; OR

21 (II) THE STANDARD OFFER SERVICE OFFERED BY AN ELECTRIC  
22 COMPANY.

23 (2) A COMMUNITY CHOICE AGGREGATOR MAY IMPOSE A PENALTY ON  
24 AN ELECTRIC CUSTOMER FOR OPTING OUT OF PARTICIPATION IN THE  
25 AGGREGATION ACTIVITIES OF THE COMMUNITY CHOICE AGGREGATOR ONLY IF THE  
26 ELECTRIC CUSTOMER OPTS OUT OF PARTICIPATION MORE THAN 180 DAYS AFTER  
27 THE CUSTOMER IS ENROLLED AS A PARTICIPANT.

28 (I) A COMMUNITY CHOICE AGGREGATOR MAY NOT ASSESS ANY NEW FEE,  
29 TAX, OR OTHER CHARGE IN THE AGGREGATION CHARGES OR RATES THAT IS NOT  
30 RELATED TO THE COST OF:

31 (1) PROVIDING ELECTRICITY SUPPLY AND ELECTRICITY SUPPLY  
32 SERVICE, INCLUDING SERVICE FROM A GENERATING STATION OWNED BY THE  
33 COMMUNITY CHOICE AGGREGATOR;

1           **(2)     PROMOTING THE USE OF RENEWABLE ENERGY; AND**

2           **(3)     PROVIDING AND PROMOTING ENERGY EFFICIENCY MEASURES**  
3 **THAT ARE COMPLEMENTARY TO THOSE OFFERED IN ACCORDANCE WITH § 7-211 OF**  
4 **THIS TITLE.**

5           **(J)     (1)   EXCEPT FOR THE PURPOSES OF MEETING THE REQUIREMENTS OF**  
6 **THE RENEWABLE ENERGY PORTFOLIO STANDARD UNDER SUBTITLE 7 OF THIS**  
7 **TITLE, A COMMUNITY CHOICE AGGREGATOR MAY NOT BE CONSIDERED TO BE AN**  
8 **ELECTRICITY SUPPLIER UNDER § 7-507(A) OF THIS SUBTITLE.**

9           **(2)     (I)   A COMMUNITY CHOICE AGGREGATOR MAY OWN AN**  
10 **ELECTRIC GENERATING FACILITY OR AN ELECTRIC STORAGE FACILITY IN**  
11 **ACCORDANCE WITH THIS ARTICLE IF THE FACILITY IS DESIGNED TO PROVIDE**  
12 **ENERGY PRIMARILY FOR USE BY THE PARTICIPANTS OF THE COMMUNITY CHOICE**  
13 **AGGREGATOR.**

14           **(II)    WHEN A COMMUNITY CHOICE AGGREGATOR BUILDS OR**  
15 **ACQUIRES AN ELECTRIC GENERATING FACILITY OR ELECTRIC STORAGE FACILITY,**  
16 **THE COMMUNITY CHOICE AGGREGATOR SHALL SUBMIT TO THE COMMISSION A PLAN**  
17 **FOR THE USE OR DISPOSITION OF THE FACILITY IF THE COMMUNITY CHOICE**  
18 **AGGREGATOR IS DISSOLVED.**

19           **(3)     A COMMUNITY CHOICE AGGREGATOR MAY CONTRACT FOR**  
20 **SERVICE FROM AN ELECTRIC GENERATING FACILITY IN ACCORDANCE WITH THIS**  
21 **ARTICLE IF THE AMOUNT OF CONTRACTED ELECTRICITY SUPPLY FROM THE**  
22 **FACILITY IS NOT GREATER THAN THE AMOUNT ESTIMATED TO BE NECESSARY TO**  
23 **MEET THE ELECTRICAL DEMAND OF THE PARTICIPANTS OF THE COMMUNITY**  
24 **CHOICE AGGREGATOR.**

25           **(K)     (1)   BASED ON A DETERMINATION OF THE MITIGATION OF**  
26 **VOLUMETRIC RISK, THE COMMISSION MAY ESTABLISH BY ORDER OR REGULATION A**  
27 **SCHEDULE, WHICH MAY NOT EXCEED A PERIOD OF 2 YEARS, BY WHICH A COMMUNITY**  
28 **CHOICE AGGREGATOR MAY TRANSFER LOAD FROM STANDARD OFFER SERVICE TO**  
29 **RETAIL OR WHOLESALE CONTRACTS UNDER AN AGGREGATION PLAN.**

30           **(2)     THE COMMISSION SHALL CONSIDER THE IMPACTS TO THE PRICE**  
31 **AND STABILITY OF THE PROCUREMENT OF STANDARD OFFER SERVICE WHEN**  
32 **CONSIDERING A SCHEDULE UNDER PARAGRAPH (1) OF THIS SUBSECTION.**

33           **(L)     (1)   A COUNTY OR MUNICIPAL CORPORATION THAT IS FORMING OR**  
34 **JOINING A COMMUNITY CHOICE AGGREGATOR IS DEEMED TO HAVE OBTAINED**



1 ELECTRIC CUSTOMER AUTHORIZATION TO RETRIEVE PREENROLLMENT USAGE  
2 DATA FOR RESIDENTIAL AND SMALL COMMERCIAL ELECTRIC CUSTOMERS IN THE  
3 JURISDICTION OF THE COMMUNITY CHOICE AGGREGATOR.

4 (2) IN ACCORDANCE WITH PROCEDURES ESTABLISHED BY THE  
5 COMMISSION, AN ELECTRIC COMPANY SHALL PROVIDE TO A COMMUNITY CHOICE  
6 AGGREGATOR ANY RELEVANT DATA FOR CUSTOMERS IN THE JURISDICTION OF THE  
7 COMMUNITY CHOICE AGGREGATOR, INCLUDING:

8 (I) PREENROLLMENT USAGE DATA; AND

9 (II) ANY OTHER APPROPRIATE BILLING AND ELECTRICAL LOAD  
10 DATA.

11 (3) AN ELECTRIC COMPANY SHALL PROVIDE TO A COUNTY OR  
12 MUNICIPALITY THAT IS FORMING OR JOINING A COMMUNITY CHOICE AGGREGATOR  
13 DATA UNDER THIS SUBSECTION AS FOLLOWS:

14 (I) ONLY AGGREGATE DATA WHEN THE COUNTY OR  
15 MUNICIPALITY INITIATES THE PROCESS OF JOINING OR FORMING A COMMUNITY  
16 CHOICE AGGREGATOR; AND

17 (II) ANY CUSTOMER-SPECIFIC DATA AFTER THE AGGREGATION  
18 PLAN IS APPROVED BY THE COMMISSION.

19 (M) THE COMMISSION SHALL REVIEW APPLICABLE FEES, REQUEST  
20 FORMATS, AND THE FORMAT OF DATA PROVIDED TO FACILITATE THE INTENT OF  
21 THIS SECTION.

22 (N) THE COMMISSION SHALL ESTABLISH PROCEDURES FOR AN ELECTRIC  
23 CUSTOMER THAT IS RECEIVING ELECTRICITY SUPPLY THROUGH A COMMUNITY  
24 CHOICE AGGREGATOR TO RECEIVE ANY BILL ASSISTANCE CREDIT OR ARREARAGE  
25 ASSISTANCE TO WHICH THE CUSTOMER MAY BE ENTITLED UNDER § 7-512.1 OF THIS  
26 SUBTITLE OR ANY OTHER FEDERAL OR STATE BILL AND ARREARAGE ASSISTANCE  
27 ADMINISTERED BY THE OFFICE OF HOME ENERGY PROGRAMS.

28 (O) THE COMMISSION MAY ALLOCATE THE PORTION OF DELINQUENT  
29 ACCOUNT RECEIVABLES THAT IS ATTRIBUTABLE TO ELECTRICITY SUPPLY BETWEEN  
30 THE ELECTRIC CUSTOMERS PARTICIPATING IN THE AGGREGATION ACTIVITIES OF A  
31 COMMUNITY CHOICE AGGREGATOR AND THE ELECTRIC CUSTOMERS THROUGHOUT  
32 THE ELECTRIC COMPANY'S SERVICE TERRITORY IF THE COMMISSION DETERMINES  
33 THAT:

1           **(1) THE AMOUNT OF DELINQUENT ACCOUNTS RECEIVABLE**  
2 **ATTRIBUTABLE TO ELECTRIC CUSTOMERS RECEIVING STANDARD OFFER SERVICE IS**  
3 **PROJECTED TO INCREASE TO AN EXTENT THAT WILL MATERIALLY ADVERSELY**  
4 **IMPACT THE COST OF PROVIDING STANDARD OFFER SERVICE; AND**

5           **(2) THE PROJECTED INCREASE IN THE AMOUNT OF DELINQUENT**  
6 **ACCOUNTS RECEIVABLE ATTRIBUTABLE TO ELECTRIC CUSTOMERS RECEIVING**  
7 **STANDARD OFFER SERVICE IS DIRECTLY OR INDIRECTLY CAUSED BY THE**  
8 **MIGRATION OF A SUBSTANTIAL NUMBER OF ELECTRIC CUSTOMERS FROM**  
9 **STANDARD OFFER SERVICE TO PARTICIPATION IN THE AGGREGATION ACTIVITIES**  
10 **OF A COMMUNITY CHOICE AGGREGATOR.**

11           **(P) (1) AN ELECTRIC COMPANY SHALL PROVIDE BILLING SERVICES FOR**  
12 **A COMMUNITY CHOICE AGGREGATOR.**

13           **(2) BILLS SENT TO ELECTRIC CUSTOMERS THAT PARTICIPATE IN THE**  
14 **AGGREGATION ACTIVITIES OF A COMMUNITY CHOICE AGGREGATOR SHALL**  
15 **IDENTIFY THE COMMUNITY CHOICE AGGREGATOR AS THE ELECTRICITY SUPPLIER.**

16           **(3) THE COMMISSION SHALL DETERMINE THE TERMS AND**  
17 **CONDITIONS UNDER WHICH THE ELECTRIC COMPANY PROVIDES METERING,**  
18 **BILLING, COLLECTION, AND CUSTOMER SERVICES TO A COMMUNITY CHOICE**  
19 **AGGREGATOR AND ELECTRIC CUSTOMERS THAT PARTICIPATE IN THE**  
20 **AGGREGATION ACTIVITIES OF A COMMUNITY CHOICE AGGREGATOR.**

21           **(Q) (1) THE COMMISSION SHALL BY REGULATION ESTABLISH**  
22 **STANDARDS AND PROCEDURES TO PROTECT THE CONSUMER RIGHTS OF**  
23 **RESIDENTIAL CUSTOMERS WITHIN THE TERRITORY OF A COMMUNITY CHOICE**  
24 **AGGREGATOR THAT RECEIVE ELECTRICITY SUPPLY THROUGH THE COMMUNITY**  
25 **CHOICE AGGREGATOR.**

26           **(2) THE REGULATIONS SHALL PROHIBIT DISCRIMINATION AGAINST A**  
27 **CUSTOMER OR ON THE BASIS OF THE LOCATION OF THE CUSTOMER.**

28           **(R) ON OR BEFORE JULY 1, 2021, THE COMMISSION SHALL ADOPT**  
29 **REGULATIONS TO IMPLEMENT THIS SECTION, INCLUDING REGULATIONS FOR:**

30           **(1) CONSUMER PROTECTION;**

31           **(2) A TARIFF STRUCTURE FOR COMMUNITY CHOICE AGGREGATION**  
32 **NONCOMMODITY FEES AND CHARGES, INCLUDING A CAP ON ANY POTENTIAL EXIT**  
33 **FEE;**



1           **(3) A PROTOCOL FOR DATA EXCHANGE BETWEEN COMMUNITY**  
2 **CHOICE AGGREGATORS, RETAIL SUPPLIERS, AND ELECTRIC COMPANIES;**

3           **(4) PROCEDURES BY WHICH A COMMUNITY CHOICE AGGREGATOR**  
4 **MAY TRANSFER LOAD FROM STANDARD OFFER SERVICE TO RETAIL OR WHOLESALE**  
5 **CONTRACTS UNDER AN AGGREGATION PLAN;**

6           **(5) THE METHOD BY WHICH THE COST OF DELINQUENT ACCOUNTS OF**  
7 **A COMMUNITY CHOICE AGGREGATOR MAY BE RECOVERED FROM CUSTOMERS;**

8           **(6) PROCEDURES FOR ENROLLING A CUSTOMER FOR SERVICE WITH A**  
9 **COMMUNITY CHOICE AGGREGATOR ON EXPIRATION OF THE CUSTOMER'S RETAIL**  
10 **SUPPLY CONTRACT;**

11           **(7) PROCEDURES TO PROTECT CUSTOMER'S PRIVACY AND**  
12 **CONFIDENTIAL DATA COLLECTED OR HELD BY A COMMUNITY CHOICE AGGREGATOR;**

13           **(8) PROCEDURES TO MITIGATE ANY RISK TO STANDARD OFFER**  
14 **SERVICE CUSTOMERS CAUSED BY THE POTENTIAL FOR CUSTOMERS TO MIGRATE**  
15 **FROM A COMMUNITY CHOICE AGGREGATOR TO STANDARD OFFER SERVICE;**

16           **(9) PROCEDURES BY WHICH A COMMUNITY CHOICE AGGREGATOR**  
17 **MAY BE DISSOLVED, INCLUDING PROCEDURES FOR THE TRANSFER OF CUSTOMERS**  
18 **TO STANDARD OFFER SERVICE AND THE RESALE OF CONTRACTED ELECTRICITY**  
19 **SUPPLY; AND**

20           **(10) PROCEDURES TO REQUIRE THAT:**

21           **(I) A COMMUNITY CHOICE AGGREGATOR THAT TRANSFERS ALL**  
22 **CUSTOMERS BACK TO STANDARD OFFER SERVICE IS CONSIDERED TO BE DISSOLVED;**  
23 **AND**

24           **(II) IF A COMMUNITY CHOICE AGGREGATOR IS CONSIDERED TO**  
25 **BE DISSOLVED, IT MAY NOT BE REFORMED EXCEPT THROUGH THE PROCESS OF**  
26 **FORMING A NEW COMMUNITY CHOICE AGGREGATOR IN ACCORDANCE WITH THIS**  
27 **SECTION.**

28           **SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect**  
29 **October 1, 2020.**

# SENATE BILL 490

D5

0lr1945  
CF 0lr2623

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By: **Senators Peters, Augustine, and King**

Introduced and read first time: January 29, 2020

Assigned to: Budget and Taxation

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## A BILL ENTITLED

1 AN ACT concerning

2 **Human Services – Youth Services Bureaus – Funding**

3 FOR the purpose of repealing a requirement that certain substance use disorder  
4 assessment and referral training be provided by a certain entity; repealing a  
5 requirement that youth services bureaus provide alternative leisure activities;  
6 repealing a requirement that the proposed budget of the Department of Human  
7 Services list eligible youth services bureaus and estimate the amount of State funds  
8 to allocate to each; requiring State matching funds for a youth services bureau to be  
9 paid directly to its private sponsor; requiring the Governor to include a certain  
10 amount of funding in the annual budget bill for youth services bureaus; providing for  
11 the allocation of certain funds in a certain manner; altering a certain definition;  
12 updating obsolete terminology; and generally relating to youth services bureaus.

13 BY repealing and reenacting, with amendments,  
14 Article – Human Services  
15 Section 9–233  
16 Annotated Code of Maryland  
17 (2019 Replacement Volume and 2019 Supplement)

18 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,  
19 That the Laws of Maryland read as follows:

20 **Article – Human Services**

21 9–233.

22 (a) In this section, “youth services bureau” means a community–based entity that  
23 is operated:

24 (1) to provide community–oriented delinquency prevention, youth suicide

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.





1 prevention, drug and alcohol [abuse] **USE DISORDER** prevention, and youth development;

2 (2) to ameliorate conditions that contribute to delinquency, youth suicide,  
3 drug and alcohol [abuse] **USE DISORDER**, and family disruption; and

4 (3) to function as an advocate of youth needs.

5 (b) (1) The Department shall adopt regulations that set eligibility guidelines  
6 for State funding of youth services bureaus under this section.

7 (2) The regulations shall require that each youth services bureau that  
8 receives State funding:

9 (i) provide, at convenient hours:

10 1. individual, family, or group counseling;

11 2. referral and information services;

12 3. crisis intervention, including intervention relating to  
13 youth suicide prevention;

14 4. alcohol and drug [abuse] **USE DISORDER** assessment and  
15 referral services by staff who have received substance [abuse] **USE DISORDER** assessment  
16 and referral training [from the Office of Education and Training for Addiction Services  
17 (OETAS) in the Maryland Department of Health or from any other entity that the Secretary  
18 determines to be qualified to provide substance abuse assessment and referral training];

19 5. informal counseling; and

20 6. in accordance with the needs of the community and subject  
21 to the availability of funds:

22 A. tutoring;

23 B. [alternative leisure activities;

24 C.] employment assistance;

25 [D.] C. community education, including training and  
26 information relating to youth suicide prevention;

27 [E.] D. aftercare services; and

28 [F.] E. other specialized services;

(ii) subject to subsection (c)(2) of this section, provide the services described in item (i) of this paragraph free of charge or at a rate that its board of directors establishes, in consultation with the Department, that is based on the client's family income; and

(iii) dispose of all information and records on each individual receiving services from the youth services bureau 5 years after services to the individual terminate.

(c) (1) A youth services bureau may retain any fees charged under subsection (b)(2)(ii) of this section.

(2) The fees authorized under subsection (b)(2)(ii) of this section do not apply to youth referred to a youth services bureau by court order.

(d) (1) The Department shall:

(i) monitor the operations of each youth services bureau that receives State funding;

(ii) evaluate annually the effectiveness of each youth services bureau; and

(iii) discontinue funding a youth services bureau that is ineffective or that, for 2 years, fails to meet the eligibility guidelines for State funding.

(2) The Department shall review and approve or disapprove an application for State funding of a youth services bureau or proposed youth services bureau.

(e) (1) (i) The State and the local government shall jointly fund an eligible youth services bureau.

(ii) The State shall provide 75% of the funding for an eligible youth services bureau, as provided in the State budget.

(2) At the times that the Department specifies, each eligible youth services bureau shall submit a proposed annual budget to the Department for review and approval.

(3) [The proposed budget of the Department shall list the eligible youth services bureaus and estimate the amount of State funds to be allocated to each.

(4)] (i) The local governing body that provides the matching funds for an eligible youth services bureau [may choose to have] **SHALL HAVE** the State funds for the youth services bureau paid directly to its private sponsor [or to the local governing body].

(ii) Before the State funds are paid, the fiscal officer of the local government shall certify in writing the source of the matching funds provided by the local

1 government.

2       **(F) (1) FOR FISCAL YEAR 2022, AND FOR EACH FISCAL YEAR**  
3 **THEREAFTER, THE GOVERNOR SHALL INCLUDE AT LEAST \$1,800,000 IN THE**  
4 **ANNUAL BUDGET BILL TO FUND YOUTH SERVICES BUREAUS THAT MEET THE**  
5 **REQUIREMENTS OF SUBSECTION (B) OF THIS SECTION.**

6       **(2) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS**  
7 **PARAGRAPH, FROM THE FUNDING PROVIDED UNDER PARAGRAPH (1) OF THIS**  
8 **SUBSECTION, EACH YOUTH SERVICES BUREAU SHALL RECEIVE AT LEAST \$100,000**  
9 **EACH FISCAL YEAR.**

10       **(II) IF A YOUTH SERVICES BUREAU SERVES MORE THAN ONE**  
11 **LOCAL JURISDICTION, THE YOUTH SERVICES BUREAU SHALL RECEIVE AT LEAST**  
12 **\$100,000 FOR EACH LOCAL JURISDICTION PROVIDING MATCHING FUNDS UNDER**  
13 **SUBSECTION (E) OF THIS SECTION.**

14       SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July  
15 1, 2020.





## **Youth Service Bureaus – 2020 Maryland General Assembly**

Senate Bill \_\_\_/House Bill \_\_\_ will secure existing funding for mental health and delinquency prevention services for at-risk youth and their families. The bill:

- Creates a line item in the State budget for Youth Service Bureaus (YSBs) at a statewide total of \$1.8 million, which was the level of funding earmarked in the budget by the legislature for this purpose in fiscal years 2011 through 2017;
- Requires a minimum of \$100,000 be awarded to each YSB, which allows for possible expansion of services into additional jurisdictions;
- Continues the current process that directs the Department of Juvenile Services to approve YSBs; and
- Allows money from the Children's Interagency Fund to bypass Local Management Boards at the direction of the local jurisdiction providing the matching funds.

### **What are Youth Service Bureaus?**

Maryland's YSBs are State and Local Government Partnerships that provide a safety net of effective prevention services to address the mental health concerns of children and adolescents.

YSBs are established in the Human Services article of the Maryland Annotated Code (§ 9-233) and regulated under COMAR (16.17.01). YSBs currently receive funds from the Children's Interagency Fund, passed through Local Management Board proposals submitted to the Governor's Office for Children.

### **Youth Service Bureaus are Effective**

The Department of Juvenile Services annually conducts a two-year follow-up study to determine the effectiveness of YSBs in diverting youth from deeper involvement in the juvenile justice system. The most recent analysis, released in January 2020, demonstrated that **99% of youth** served were **not** re-adjudicated within 2 years after ending treatment at a YSB.

**Youth Service Bureaus are an example of an effective State and Local government collaboration:**

- **Cost Effective:** Every State \$1 leverages an additional \$8 in services.

### **Youth Service Bureaus Provide Effective Interventions**

- Youth Mental Health Services (for depression, suicide, anxiety, trauma, etc.)
- Youth & Family Violence Services
- Support to Disconnected & Transition-Age Youth
- Substance Use Assessment, Referral and Treatment Services
- Services to Immigrants

Over the last 4 years, several YSBs have closed or reduced services due to budget reductions and funding uncertainties. This has left youth and families without access to these critical resources.

**This bill re-establishes the State's commitment to support this network of  
Prevention and Mental Health Services.**

# SENATE BILL 277

Q5, R4

0lr0019  
CF HB 359

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By: **The President (By Request – Administration) and Senators Bailey, Beidle, Carozza, Eckardt, Elfreth, Hershey, Lam, Salling, Serafini, Simonaire, and West**

Introduced and read first time: January 20, 2020

Assigned to: Finance

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## A BILL ENTITLED

1 AN ACT concerning

2 **Clean Cars Act of 2020 – Extension, Funding, and Reporting**

3 FOR the purpose of extending and altering, for certain fiscal years, the Electric Vehicle  
4 Recharging Equipment Rebate Program and vehicle excise tax credit for the  
5 purchase of certain electric vehicles; increasing, for certain fiscal years, the total  
6 amount of rebates that the Maryland Energy Administration may issue; altering the  
7 authorized uses of certain compliance fees by the Maryland Strategic Energy  
8 Investment Fund; repealing, for purposes of a certain vehicle excise tax credit, the  
9 limitation on the maximum total purchase price of certain fuel cell electric vehicles;  
10 repealing a certain limitation on the maximum amount of the vehicle excise tax  
11 credit; requiring the Maryland Zero Emission Electric Vehicle Infrastructure Council  
12 to issue certain reports on or before certain dates; extending and altering, for certain  
13 fiscal years, the amount required to be transferred from the Maryland Strategic  
14 Energy Investment Fund to the Transportation Trust Fund to offset certain revenue  
15 reductions; making a technical correction; and generally relating to electric vehicles.

16 BY repealing and reenacting, without amendments,  
17 Article – State Government  
18 Section 9–2009(a) and (b) and 9–20B–05(a)  
19 Annotated Code of Maryland  
20 (2014 Replacement Volume and 2019 Supplement)

21 BY repealing and reenacting, with amendments,  
22 Article – State Government  
23 Section 9–2009(c) and 9–20B–05(i)  
24 Annotated Code of Maryland  
25 (2014 Replacement Volume and 2019 Supplement)

26 BY repealing and reenacting, with amendments,

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



Article – Transportation

Section 13–815

Annotated Code of Maryland

(2012 Replacement Volume and 2019 Supplement)

BY repealing and reenacting, without amendments,

Chapter 400 of the Acts of the General Assembly of 2011, as amended by Chapters 64 and 65 of the Acts of the General Assembly of 2013, Chapter 378 of the Acts of the General Assembly of 2015, and Chapter 213 of the Acts of the General Assembly of 2019

Section 1(b)

BY repealing and reenacting, with amendments,

Chapter 400 of the Acts of the General Assembly of 2011, as amended by Chapters 64 and 65 of the Acts of the General Assembly of 2013, Chapter 378 of the Acts of the General Assembly of 2015, and Chapter 213 of the Acts of the General Assembly of 2019

Section 1(h)

BY repealing and reenacting, without amendments,

Chapter 401 of the Acts of the General Assembly of 2011, as amended by Chapters 64 and 65 of the Acts of the General Assembly of 2013, Chapter 378 of the Acts of the General Assembly of 2015, and Chapter 213 of the Acts of the General Assembly of 2019

Section 1(b)

BY repealing and reenacting, with amendments,

Chapter 401 of the Acts of the General Assembly of 2011, as amended by Chapters 64 and 65 of the Acts of the General Assembly of 2013, Chapter 378 of the Acts of the General Assembly of 2015, and Chapter 213 of the Acts of the General Assembly of 2019

Section 1(h)

BY repealing and reenacting, with amendments,

Chapter 359 of the Acts of the General Assembly of 2014, as amended by Chapters 362 and 363 of the Acts of the General Assembly of 2017 and Chapter 213 of the Acts of the General Assembly of 2019

Section 2

BY repealing and reenacting, with amendments,

Chapter 360 of the Acts of the General Assembly of 2014, as amended by Chapters 362 and 363 of the Acts of the General Assembly of 2017 and Chapter 213 of the Acts of the General Assembly of 2019

Section 2

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,

That the Laws of Maryland read as follows:



## Article – State Government

9-2009.

(a) (1) In this section the following words have the meanings indicated.

(2) “Electric vehicle recharging equipment rebate” means a rebate issued by the Administration under this section for the cost of qualified electric vehicle recharging equipment.

(3) “Qualified electric vehicle recharging equipment” means property in the State that is used for recharging motor vehicles propelled by electricity.

(4) “Retail service station dealer” has the meaning stated in § 10–101 of the Business Regulation Article.

(b) (1) There is an Electric Vehicle Recharging Equipment Rebate Program.

(2) The Administration shall administer the Program.

(c) (1) For fiscal years [2018 through 2020] **2021 THROUGH 2023**, subject to the provisions of this section, an individual, a business entity, or a unit of State or local government may apply to the Administration for an electric vehicle recharging equipment rebate for the costs of acquiring and installing qualified electric vehicle recharging equipment.

(2) For each fiscal year, the total amount of rebates issued by the Administration may not exceed ~~[\$1,200,000]~~ **\$1,800,000**.

(3) The Administration may allow an applicant to include reasonable installation costs in the cost of qualified electric vehicle recharging equipment for the purpose of calculating the amount of an electric vehicle recharging equipment rebate.

9-20B-05.

(a) There is a Maryland Strategic Energy Investment Fund.

(i) (1) In this subsection, “low-income” means having an annual household income that is at or below 175% of the federal poverty level.

(2) [Except as provided in paragraph (3) of this subsection, compliance] **COMPLIANCE** fees paid under § 7-705(b) of the Public Utilities Article may be used only [to make loans and grants to support the creation of new Tier 1 renewable energy sources in the State that are owned by or directly benefit low-income residents of the State]:

**(I) TO PROVIDE SUPPLEMENTAL FUNDING FOR ZERO-EMISSION VEHICLES, ZERO-EMISSION VEHICLE INFRASTRUCTURE PROGRAMS, AND OTHER TRANSPORTATION SECTOR GREENHOUSE GAS REDUCTION AND CARBON REDUCTION EFFORTS; AND**

**(II) SUBJECT TO PARAGRAPH (3) OF THIS SUBSECTION, TO MAKE ENERGY-RELATED LOANS AND GRANTS INCLUDING SUPPORT FOR ENERGY EFFICIENCY MEASURES, SOLAR RENEWABLES, AND OTHER TIER 1 RENEWABLES THAT DIRECTLY BENEFIT LOW- TO MODERATE-INCOME RESIDENTS OF THE STATE.**

**[(3) Compliance fees paid under § 7-705(b)(2)(i)2 of the Public Utilities Article shall be accounted for separately within the Fund and may be used only to make loans and grants to support the creation of new solar energy sources in the State that are owned by or directly benefit low-income residents of the State.]**

**(3) FOR EACH FISCAL YEAR, AT LEAST 50% OF THE ENERGY-RELATED LOANS AND GRANTS MADE UNDER PARAGRAPH (2)(II) OF THIS SUBSECTION SHALL DIRECTLY BENEFIT LOW-INCOME RESIDENTS OF THE STATE.**

#### **Article – Transportation**

13-815.

(a) In this section, “excise tax” means the tax imposed under § 13-809 of this subtitle.

(b) This section applies only to:

(1) A plug-in electric drive vehicle that:

(i) Has not been modified from original manufacturer specifications;

(ii) Is acquired for use or lease by the taxpayer and not for resale;

(iii) Has a total purchase price not exceeding \$63,000;

(iv) Has a battery capacity of at least 5.0 kilowatt-hours; and

(v) Is purchased new and titled for the first time on or after July 1, 2017, but before July 1, [2020] **2023**; and

(2) A fuel cell electric vehicle that:

(i) Has not been modified from original manufacturer specifications;

1 (ii) Is acquired for use or lease by the taxpayer and not for resale;  
2 **AND**

3 (iii) [Has a total purchase price not exceeding \$63,000; and

4 (iv)] Is purchased new and titled for the first time on or after July 1,  
5 2017, but before July 1, [2020] **2023**.

6 (c) Subject to available funding, [a] **AN EXCISE TAX** credit is allowed [against the  
7 excise tax imposed] for a plug-in electric drive vehicle or fuel cell electric vehicle.

8 (d) [The] **SUBJECT TO SUBSECTION (E) OF THIS SECTION, THE** credit allowed  
9 under this section [may not exceed the lesser of:

10 (1) The amount of excise tax paid for the purchase of the vehicle; or

11 (2)] **IS EQUAL TO \$3,000 FOR EACH VEHICLE PURCHASED.**

12 (e) The credit allowed under this section is limited to the acquisition of:

13 (1) One vehicle per individual; and

14 (2) 10 vehicles per business entity.

15 (f) A credit may not be claimed under this section:

16 (1) For a vehicle unless the vehicle is registered in the State; or

17 (2) Unless the manufacturer has already conformed to any applicable State  
18 or federal laws or regulations governing clean-fuel vehicle or electric vehicle purchases  
19 applicable during the calendar year in which the vehicle is titled.

20 (g) The Motor Vehicle Administration shall administer the credit under this  
21 section.

22 **Chapter 400 of the Acts of 2011, as amended by Chapters 64 and 65 of the Acts of**  
23 **2013, Chapter 378 of the Acts of 2015, and Chapter 213 of the Acts of 2019**

24 **SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,**  
25 **That:**

26 (b) There is a Maryland Zero Emission Electric Vehicle Infrastructure Council.

27 (h) (1) On or before December 1, 2013, December 1, 2014, December 1, 2015,  
28 December 1, 2016, December 1, 2017, December 1, 2018, [and] December 1, 2019,  
29 **DECEMBER 1, 2020, DECEMBER 1, 2021, AND DECEMBER 1, 2022,** the Council shall



submit interim reports of its work and recommendations to the Governor and, in accordance with [§ 2–1246] **§ 2–1257** of the State Government Article, the General Assembly.

(2) On or before June 30, [2020] **2023**, the Council shall submit a final report of its work and recommendations to the Governor and, in accordance with [§ 2–1246] **§ 2–1257** of the State Government Article, the General Assembly.

**Chapter 401 of the Acts of 2011, as amended by Chapters 64 and 65 of the Acts of 2013, Chapter 378 of the Acts of 2015, and Chapter 213 of the Acts of 2019**

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,  
That:

(b) There is a Maryland Zero Emission Electric Vehicle Infrastructure Council.

(h) (1) On or before December 1, 2013, December 1, 2014, December 1, 2015, December 1, 2016, December 1, 2017, December 1, 2018, [and] December 1, 2019, **DECEMBER 1, 2020, DECEMBER 1, 2021, AND DECEMBER 1, 2022**, the Council shall submit interim reports of its work and recommendations to the Governor and, in accordance with [§ 2–1246] **§ 2–1257** of the State Government Article, the General Assembly.

(2) On or before June 30, [2020] **2023**, the Council shall submit a final report of its work and recommendations to the Governor and, in accordance with [§ 2–1246] **§ 2–1257** of the State Government Article, the General Assembly.

**Chapter 359 of the Acts of 2014, as amended by Chapters 362 and 363 of the Acts of 2017 and Chapter 213 of the Acts of 2019**

SECTION 2. AND BE IT FURTHER ENACTED, That[,]:

(A) **SUBJECT TO SUBSECTION (B) OF THIS SECTION** AND notwithstanding any other provision of law, for fiscal [year 2020 the lesser of \$6,000,000 or the actual total amount of credits allowed against the excise tax shall be transferred] **YEARS 2021, 2022, AND 2023, RESPECTIVELY, THE MARYLAND ENERGY ADMINISTRATION SHALL TRANSFER** from the Strategic Energy Investment Fund established under § 9–20B–05 of the State Government Article to the Transportation Trust Fund **THE AMOUNT DETERMINED UNDER SUBSECTION (B) OF THIS SECTION** to offset a reduction in revenues from the vehicle excise tax credit for qualified plug-in electric drive vehicles and fuel cell electric vehicles under § 13–815 of the Transportation Article, as enacted by this Act. [For fiscal year 2020, the total amount of credits allowed against the excise tax may not exceed \$6,000,000.]

(B) (1) **SUBJECT TO PARAGRAPHS (2) AND (3) OF THIS SUBSECTION, FOR EACH FISCAL YEAR THE MARYLAND ENERGY ADMINISTRATION SHALL DETERMINE THE AMOUNT TO TRANSFER UNDER SUBSECTION (A) OF THIS SECTION.**

(2) EXCEPT AS PROVIDED IN PARAGRAPH (3) OF THIS SUBSECTION, EACH FISCAL YEAR THE MARYLAND ENERGY ADMINISTRATION SHALL TRANSFER AT LEAST \$12,000,000 UNDER SUBSECTION (A) OF THIS SECTION.

(3) FOR EACH FISCAL YEAR, THE AMOUNT TRANSFERRED UNDER SUBSECTION (A) OF THIS SECTION MAY NOT EXCEED THE TOTAL AMOUNT OF CREDITS ALLOWED AGAINST THE EXCISE TAX FOR THAT FISCAL YEAR.

Chapter 360 of the Acts of 2014, as amended by Chapters 362 and 363 of the Acts of 2017 and Chapter 213 of the Acts of 2019

SECTION 2. AND BE IT FURTHER ENACTED, That[,]:

(A) SUBJECT TO SUBSECTION (B) OF THIS SECTION AND notwithstanding any other provision of law, for fiscal [year 2020 the lesser of \$6,000,000 or the actual total amount of credits allowed against the excise tax shall be transferred] YEARS 2021, 2022, AND 2023, RESPECTIVELY, THE MARYLAND ENERGY ADMINISTRATION SHALL TRANSFER from the Strategic Energy Investment Fund established under § 9–20B–05 of the State Government Article to the Transportation Trust Fund THE AMOUNT DETERMINED UNDER SUBSECTION (B) OF THIS SECTION to offset a reduction in revenues from the vehicle excise tax credit for qualified plug-in electric drive vehicles and fuel cell electric vehicles under § 13–815 of the Transportation Article, as enacted by this Act. [For fiscal year 2020, the total amount of credits allowed against the excise tax may not exceed \$6,000,000.]

(B) (1) SUBJECT TO PARAGRAPHS (2) AND (3) OF THIS SUBSECTION, FOR EACH FISCAL YEAR THE MARYLAND ENERGY ADMINISTRATION SHALL DETERMINE THE AMOUNT TO TRANSFER UNDER SUBSECTION (A) OF THIS SECTION.

(2) EXCEPT AS PROVIDED IN PARAGRAPH (3) OF THIS SUBSECTION, EACH FISCAL YEAR THE MARYLAND ENERGY ADMINISTRATION SHALL TRANSFER AT LEAST \$12,000,000 UNDER SUBSECTION (A) OF THIS SECTION.

(3) FOR EACH FISCAL YEAR, THE AMOUNT TRANSFERRED UNDER SUBSECTION (A) OF THIS SECTION MAY NOT EXCEED THE TOTAL AMOUNT OF CREDITS ALLOWED AGAINST THE EXCISE TAX FOR THAT FISCAL YEAR.

SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July 1, 2020.

# HOUSE BILL 733

R2

0lr1017  
CF SB 526

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By: **Delegates Valentino-Smith, Bartlett, Carey, Chang, Healey, Holmes, Ivey, Lehman, Washington, and Williams**

Introduced and read first time: January 30, 2020

Assigned to: Environment and Transportation

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## A BILL ENTITLED

1 AN ACT concerning

2 **Transportation – Private Sector Transportation Projects Ombudsman –**  
3 **Established**

4 FOR the purpose of establishing the Private Sector Transportation Projects Ombudsman  
5 within the Department of Transportation; requiring the Secretary of Transportation  
6 to designate an individual to serve as Ombudsman; requiring the Ombudsman to  
7 respond to concerns, complaints, and other inquiries from certain entities regarding  
8 certain private sector transportation projects; providing that the Ombudsman is an  
9 employee of the Department; requiring the Department to provide the Ombudsman  
10 with sufficient resources to respond to all inquiries in an accurate and timely  
11 manner; requiring the Department to include the name and contact information of  
12 the Ombudsman on the Department's website and in a certain document; and  
13 generally relating to the designation of a Private Sector Transportation Projects  
14 Ombudsman.

15 BY adding to  
16 Article – Transportation  
17 Section 2–113  
18 Annotated Code of Maryland  
19 (2015 Replacement Volume and 2019 Supplement)

20 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,  
21 That the Laws of Maryland read as follows:

22 **Article – Transportation**

23 **2–113.**

24 **(A) IN THIS SECTION, “OMBUDSMAN” MEANS THE PRIVATE SECTOR**

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.





1 **TRANSPORTATION PROJECTS OMBUDSMAN.**

2 **(B) THERE IS A PRIVATE SECTOR TRANSPORTATION PROJECTS**  
3 **OMBUDSMAN.**

4 **(C) (1) THE SECRETARY SHALL DESIGNATE AN INDIVIDUAL TO SERVE AS**  
5 **THE OMBUDSMAN.**

6 **(2) THE OMBUDSMAN SHALL RESPOND TO CONCERNS, COMPLAINTS,**  
7 **AND OTHER INQUIRIES FROM STATE RESIDENTS, LOCAL GOVERNMENT OFFICIALS,**  
8 **AND OTHER ENTITIES REGARDING PRIVATE SECTOR TRANSPORTATION PROJECTS**  
9 **THAT ARE BEING DEVELOPED OR TESTED WITHIN THE STATE.**

10 **(D) (1) THE OMBUDSMAN IS AN EMPLOYEE OF THE DEPARTMENT.**

11 **(2) THE DEPARTMENT SHALL PROVIDE THE OMBUDSMAN WITH**  
12 **SUFFICIENT RESOURCES TO RESPOND TO ALL INQUIRIES IN AN ACCURATE AND**  
13 **TIMELY MANNER.**

14 **(E) THE DEPARTMENT SHALL INCLUDE THE NAME AND CONTACT**  
15 **INFORMATION OF THE OMBUDSMAN:**

16 **(1) ON THE DEPARTMENT'S WEBSITE; AND**

17 **(2) IN THE CONSOLIDATED TRANSPORTATION PROGRAM.**

18 **SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect**  
19 **October 1, 2020.**

# SENATE BILL 530

D5, N1  
SB 812/19 – JPR

0lr1800  
CF HB 231

By: **Senators Smith, Augustine, Beidle, Benson, Carter, Elfreth, Ellis, Feldman, Griffith, Guzzone, Hayes, Hester, Kagan, Kelley, King, Kramer, Lam, Lee, Patterson, Peters, Pinsky, Sydnor, Waldstreicher, Washington, Young, and Zucker**

Introduced and read first time: January 30, 2020

Assigned to: Judicial Proceedings

## A BILL ENTITLED

1 AN ACT concerning

2 **Housing Opportunities Made Equal Act**

3 FOR the purpose of expanding the housing policy of the State to include providing for fair  
4 housing to all citizens regardless of source of income; prohibiting a person from  
5 refusing to sell or rent a dwelling to any person because of source of income;  
6 establishing certain qualifications and limitations on the general prohibition against  
7 discrimination in housing based on source of income; prohibiting a person from  
8 discriminating against any person in the terms, conditions, or privileges of the sale  
9 or rental of a dwelling because of source of income; prohibiting a person from making,  
10 printing, or publishing certain types of materials with respect to the sale or rental of  
11 a dwelling that indicate a preference, limitation, or discrimination on the basis of  
12 source of income; prohibiting a person from falsely representing that a dwelling is  
13 not available for inspection, sale, or rental based on source of income; prohibiting a  
14 person from inducing or attempting to induce, for profit, a person to sell or rent a  
15 dwelling by making certain representations relating to the entry or prospective entry  
16 into the neighborhood of a person having a particular source of income; prohibiting  
17 a person whose business includes engaging in residential real estate transactions  
18 from discriminating against any person in making available a transaction, or in the  
19 terms or conditions of a transaction, because of source of income; prohibiting a person  
20 from denying a person, based on source of income, access to or membership or  
21 participation in a service, an organization, or a facility relating to the business of  
22 selling or renting dwellings or from discriminating against a person in the terms or  
23 conditions of membership or participation; prohibiting a person from, by force or  
24 threat of force, willfully injuring, intimidating, or interfering with any person  
25 because of source of income and because the person is negotiating for the sale or  
26 rental of any dwelling or participating in any service relating to the business of  
27 selling or renting dwellings; defining a certain term; providing that this Act does not  
28 limit the rights or remedies that are otherwise available to a landlord or tenant

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



under any other law; and generally relating to prohibitions against discrimination in housing based on source of income.

BY repealing and reenacting, with amendments,  
Article – State Government  
Section 20–701, 20–702, 20–704, 20–705, 20–707, and 20–1103  
Annotated Code of Maryland  
(2014 Replacement Volume and 2019 Supplement)

#### Preamble

WHEREAS, The General Assembly recognizes that equality, fairness, and opportunity for Maryland residents often require government action and that security, mobility, and economic opportunity are enhanced by the location of a person's home; and

WHEREAS, Discrimination in housing based on a person's source of income primarily affects persons that the General Assembly has already determined to need legal protection from discrimination such as families with children, people of color, and people with disabilities; and

WHEREAS, Anne Arundel County, Baltimore County, Frederick County, Howard County, Montgomery County, Prince George's County, the City of Annapolis, the City of Baltimore, and the City of Frederick have laws prohibiting discrimination based on a person's source of income; and

WHEREAS, Fifteen states, including California, Connecticut, Delaware, Maine, Massachusetts, Minnesota, New Jersey, New York, North Dakota, Oklahoma, Oregon, Utah, Vermont, Washington, and Wisconsin, the District of Columbia, and more than 80 localities across the country have laws prohibiting discrimination based on a person's source of income; and

WHEREAS, This Act will not prevent private landlords from considering relevant, nondiscriminatory factors in screening rental applicants, including an applicant's ability to comply with lease terms and prior tenancy history; and

WHEREAS, This Act seeks to deconcentrate poverty by providing additional opportunities for tenants utilizing public subsidies to live in neighborhoods other than the neighborhoods in which those individuals are currently and disproportionately residing; now, therefore,

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,  
That the Laws of Maryland read as follows:

#### Article – State Government

20–701.



(a) In this subtitle the following words have the meanings indicated.

(b) (1) “Disability” means:

(i) a physical or mental impairment that substantially limits one or more of an individual’s major life activities;

(ii) a record of having a physical or mental impairment that substantially limits one or more of an individual’s major life activities; or

(iii) being regarded as having a physical or mental impairment that substantially limits one or more of an individual’s major life activities.

(2) “Disability” does not include the current illegal use of or addiction to:

(i) a controlled dangerous substance, as defined in § 5–101 of the Criminal Law Article; or

(ii) a controlled substance, as defined in 21 U.S.C. § 802.

(c) “Discriminatory housing practice” means an act that is prohibited under § 20–705, § 20–706, § 20–707, or § 20–708 of this subtitle.

(d) “Dwelling” means:

(1) any building, structure, or portion of a building or structure that is occupied, or designed or intended for occupancy, as a residence by one or more families; and

(2) any vacant land that is offered for sale or lease for the construction or location on the land of any building, structure, or portion of a building or structure described in item (1) of this subsection.

(e) (1) “Familial status” means the status of one or more minors who are domiciled with:

(i) a parent or other person having legal custody of the minor; or

(ii) the designee of a parent or other person having legal custody of the minor with the written permission of the parent or other person.

(2) “Familial status” includes the status of being:

(i) a pregnant woman; or

(ii) an individual who is in the process of securing legal custody of a minor.

(f) “Family” includes a single individual.

(g) “In the business of selling or renting dwellings” means:

(1) within the preceding 12 months, participating as a principal in three or more transactions involving the sale or rental of any dwelling or any interest in a dwelling;

(2) within the preceding 12 months, participating as an agent, other than in the sale of the individual’s own personal residence, in providing sales or rental facilities or services in two or more transactions involving the sale or rental of any dwelling or any interest in a dwelling; or

(3) being the owner of any dwelling occupied, or designed or intended for occupancy, by five or more families.

(h) “Marital status” means the state of being single, married, separated, divorced, or widowed.

(i) “Rent” includes to lease, sublease, let, or otherwise grant for a consideration the right to occupy premises not owned by the occupant.

**(J) (1) “SOURCE OF INCOME” MEANS ANY LAWFUL SOURCE OF MONEY PAID DIRECTLY OR INDIRECTLY TO OR ON BEHALF OF A RENTER OR BUYER OF HOUSING.**

**(2) “SOURCE OF INCOME” INCLUDES INCOME FROM:**

**(I) A LAWFUL PROFESSION, OCCUPATION, OR JOB;**

**(II) ANY GOVERNMENT OR PRIVATE ASSISTANCE, GRANT, LOAN, OR RENTAL ASSISTANCE PROGRAM, INCLUDING LOW-INCOME HOUSING ASSISTANCE CERTIFICATES AND VOUCHERS ISSUED UNDER THE UNITED STATES HOUSING ACT OF 1937;**

**(III) A GIFT, AN INHERITANCE, A PENSION, AN ANNUITY, ALIMONY, CHILD SUPPORT, OR ANY OTHER CONSIDERATION OR BENEFIT; OR**

**(IV) THE SALE OR PLEDGE OF PROPERTY OR AN INTEREST IN PROPERTY.**

20–702.

(a) It is the policy of the State:

(1) to provide for fair housing throughout the State to all, regardless of

1 race, color, religion, sex, familial status, national origin, marital status, sexual orientation,  
2 gender identity, [or] disability, **OR SOURCE OF INCOME**; and

3 (2) to that end, to prohibit discriminatory practices with respect to  
4 residential housing by any person, in order to protect and ensure the peace, health, safety,  
5 prosperity, and general welfare of all.

6 (b) This subtitle:

7 (1) is an exercise of the police power of the State for the protection of the  
8 people of the State; and

9 (2) shall be administered and enforced by the Commission and, as provided  
10 in this title, enforced by the appropriate State court.

11 20–704.

12 (a) This subtitle does not apply to:

13 (1) the sale or rental of a single–family dwelling, if the dwelling is sold or  
14 rented without:

15 (i) the use of the sales or rental facilities or services of any:

- 16 1. real estate broker, agent, or salesperson;  
17 2. agent of any real estate broker, agent, or salesperson;  
18 3. person in the business of selling or renting dwellings; or  
19 4. agent of a person in the business of selling or renting  
20 dwellings; or

21 (ii) the publication, posting, or mailing, after notice, of any  
22 advertisement or written notice in violation of this subtitle; and

23 (2) with respect to discrimination on the basis of sex, sexual orientation,  
24 gender identity, [or] marital status, **OR SOURCE OF INCOME IF THE SOURCE OF INCOME**  
25 **IS LOW–INCOME HOUSING ASSISTANCE CERTIFICATES OR VOUCHERS ISSUED UNDER**  
26 **THE UNITED STATES HOUSING ACT OF 1937:**

27 (i) the rental of rooms in any dwelling, if the owner maintains the  
28 dwelling as the owner’s principal residence; or

29 (ii) the rental of any apartment in a dwelling that contains not more  
30 than five rental units, if the owner maintains the dwelling as the owner’s principal  
31 residence.



(b) The use of attorneys, escrow agents, abstractors, title companies, and other similar professional assistance as necessary to perfect or transfer the title to a single-family dwelling does not subject a person to this subtitle if the person otherwise would be exempted under subsection (a) of this section.

(c) (1) (i) In this subsection, “housing for older persons” means housing:

1. provided under any State or federal program that is specifically designed and operated to assist elderly persons, as defined in the State or federal program;

2. intended for, and solely occupied by, persons who are at least 62 years old;

3. intended and operated for occupancy by at least one person who is at least 55 years old in each unit; or

4. that meets the requirements set forth in regulations adopted by the Secretary of Housing and Urban Development under 42 U.S.C. § 3607(b)(2)(C).

(ii) “Housing for older persons” includes:

1. unoccupied units, if the units are reserved for occupancy by persons who meet the age requirements of subparagraph (i) of this paragraph; or

2. units occupied as of September 13, 1988 by persons who do not meet the age requirements of subparagraph (i) of this paragraph, if the new occupant of the unit meets the age requirement.

(2) The provisions in this subtitle concerning familial status do not apply to housing for older persons.

**(D) THE PROHIBITIONS IN THIS SUBTITLE AGAINST DISCRIMINATION BASED ON SOURCE OF INCOME DO NOT:**

**(1) PROHIBIT A PERSON FROM DETERMINING THE ABILITY OF A POTENTIAL BUYER OR RENTER TO PAY A PURCHASE PRICE OR PAY RENT BY VERIFYING IN A COMMERCIALY REASONABLE AND NONDISCRIMINATORY MANNER THE SOURCE AND AMOUNT OF INCOME OF THE POTENTIAL BUYER OR RENTER; OR**

**(2) PREVENT A PERSON FROM REFUSING TO CONSIDER INCOME DERIVED FROM ANY CRIMINAL ACTIVITY.**

Except as provided in §§ 20–703 and 20–704 of this subtitle, a person may not:

(1) refuse to sell or rent after the making of a bona fide offer, refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, disability, marital status, familial status, sexual orientation, gender identity, [or] national origin, **OR SOURCE OF INCOME**;

(2) discriminate against any person in the terms, conditions, or privileges of the sale or rental of a dwelling, or in the provision of services or facilities in connection with the sale or rental of a dwelling, because of race, color, religion, sex, disability, marital status, familial status, sexual orientation, gender identity, [or] national origin, **OR SOURCE OF INCOME**;

(3) make, print, or publish, or cause to be made, printed, or published, any notice, statement, or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, marital status, familial status, sexual orientation, gender identity, [or] national origin, **OR SOURCE OF INCOME**, or an intention to make any preference, limitation, or discrimination;

(4) represent to any person, because of race, color, religion, sex, disability, marital status, familial status, sexual orientation, gender identity, [or] national origin, **OR SOURCE OF INCOME**, that any dwelling is not available for inspection, sale, or rental when the dwelling is available; or

(5) for profit, induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person of a particular race, color, religion, sex, disability, marital status, familial status, sexual orientation, gender identity, [or] national origin, **OR SOURCE OF INCOME**.

20–707.

(a) In this section, “residential real estate–related transaction” means:

(1) the making or purchasing of loans or providing other financial assistance:

(i) for purchasing, constructing, improving, repairing, or maintaining a dwelling; or

(ii) secured by residential real estate; or

(2) the selling, brokering, or appraising of residential real property.

(b) (1) A person whose business includes engaging in residential real

estate-related transactions may not discriminate against any person in making available a transaction, or in the terms or conditions of a transaction, because of race, color, religion, sex, disability, marital status, familial status, sexual orientation, gender identity, [or] national origin, **OR SOURCE OF INCOME**.

(2) Paragraph (1) of this subsection does not prohibit a person engaged in the business of furnishing appraisals of real property from taking into consideration factors other than race, color, religion, sex, disability, marital status, familial status, sexual orientation, gender identity, [or] national origin, **OR SOURCE OF INCOME**.

(c) A person may not, because of race, color, religion, sex, disability, marital status, familial status, sexual orientation, gender identity, [or] national origin, **OR SOURCE OF INCOME**:

(1) deny a person access to, or membership or participation in, a multiple-listing service, real estate brokers' organization, or other service, organization, or facility relating to the business of selling or renting dwellings; or

(2) discriminate against a person in the terms or conditions of membership or participation.

20-1103.

(a) In this section, "disability", "dwelling", "familial status", "marital status", [and] "rent", **AND "SOURCE OF INCOME"** have the meanings stated in § 20-701 of this title.

(b) Whether or not acting under color of law, a person may not, by force or threat of force, willfully injure, intimidate, interfere with, or attempt to injure, intimidate, or interfere with:

(1) any person because of race, color, religion, sex, disability, marital status, familial status, sexual orientation, gender identity, [or] national origin, **OR SOURCE OF INCOME** and because the person is or has been:

(i) selling, purchasing, renting, financing, occupying, or contracting or negotiating for the sale, purchase, rental, financing, or occupation of any dwelling; or

(ii) applying for or participating in any service, organization, or facility relating to the business of selling or renting dwellings;

(2) any person because the person is or has been, or in order to intimidate the person or any other person or any class of persons from:

(i) participating, without discrimination on account of race, color, religion, sex, disability, marital status, familial status, sexual orientation, gender identity,



1 [or] national origin, **OR SOURCE OF INCOME**, in any of the activities, services,  
2 organizations, or facilities described in item (1) of this subsection; or

3 (ii) affording another person or class of persons the opportunity or  
4 protection to participate in any of the activities, services, organizations, or facilities  
5 described in item (1) of this subsection; or

6 (3) any person because the person is or has been, or in order to discourage  
7 the person or any other person from:

8 (i) lawfully aiding or encouraging other persons to participate,  
9 without discrimination on account of race, color, religion, sex, disability, marital status,  
10 familial status, sexual orientation, gender identity, [or] national origin, **OR SOURCE OF**  
11 **INCOME**, in any of the activities, services, organizations, or facilities described in item (1)  
12 of this subsection; or

13 (ii) participating lawfully in speech or peaceful assembly opposing  
14 any denial of the opportunity to participate in any of the activities, services, organizations,  
15 or facilities described in item (1) of this subsection.

16 (c) A person who violates this section is guilty of a misdemeanor and on conviction  
17 is subject to:

18 (1) imprisonment not exceeding 1 year or a fine not exceeding \$1,000 or  
19 both;

20 (2) if the violation results in bodily injury, imprisonment not exceeding 10  
21 years or a fine not exceeding \$10,000 or both; or

22 (3) if the violation results in death, imprisonment not exceeding life.

23 SECTION 2. AND BE IT FURTHER ENACTED, That this Act does not limit the  
24 rights or remedies that otherwise are available to a landlord or tenant under any other law.

25 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect  
26 October 1, 2020.

**Department of Legislative Services**  
Maryland General Assembly  
2020 Session

**FISCAL AND POLICY NOTE**  
**First Reader**

Senate Bill 530

(Senator Smith, *et al.*)

Judicial Proceedings

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**Housing Opportunities Made Equal Act**

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This bill prohibits discriminatory practices in residential real estate transactions and the sale or rental of a dwelling because of a person's source of income.

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**Fiscal Summary**

**State Effect:** General fund expenditures may increase for the Maryland Commission on Civil Rights (MCCR) to investigate additional complaints, as discussed below. Potential minimal increase in general fund revenues due to the bill's penalty provisions.

**Local Effect:** The bill is not anticipated to materially affect local finances or operations.

**Small Business Effect:** Potential meaningful.

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**Analysis**

**Bill Summary:** The bill prohibits taking the following actions because of a person's source of income: (1) refusing to sell or rent a dwelling after the making of a bona fide offer; (2) refusing to negotiate for the sale or rental of a dwelling; (3) making a dwelling otherwise unavailable; (4) discriminating in the terms, conditions, or privileges of sale or rental of a dwelling; (5) discriminating in the provision of services or facilities in connection with the sale or rental of a dwelling; (6) making, printing, or publishing or causing to be made, printed, or published any notice, statement, or advertisement with respect to the sale or rental of a dwelling that indicates a preference, limitation, or discrimination based on source of income; (7) representing to a person that a dwelling is not available for inspection, sale, or rental when it is available; and (8) for profit, inducing or attempting to induce a person to sell or rent a dwelling by representations regarding the

entry or prospective entry into the neighborhood of a person or persons with a particular source of income.

Under the bill, a “source of income” is any lawful source of money paid directly or indirectly to or on behalf of a renter or buyer of housing, including income from (1) any lawful profession, occupation, or job; (2) any government or private assistance, grant, loan, or rental assistance program, including low-income housing assistance certificates and vouchers; (3) any gift, inheritance, pension, annuity, alimony, child support, or other consideration or benefit; and (4) any sale or pledge of property or an interest in property.

The bill also prohibits a person whose business includes engaging in residential real estate-related transactions from discriminating against a person in making available a transaction, or in the terms or conditions of a transaction, because of the person’s source of income. However, a real estate appraiser may take into consideration factors other than source of income. The bill prohibits a person from, because of a person’s source of income, denying that person access to, or membership or participation in, a multiple-listing service; real estate brokers’ organization; or other service, organization, or facility relating to the business of selling or renting dwellings, or discriminating against a person in the terms or conditions of membership or participation.

The bill also prohibits any person, whether or not acting under color of law, by force or threat of force, from willfully injuring, intimidating, or interfering with a person’s activities related to the sale, purchase, rental, or occupation of a dwelling, or from attempting to do so. Existing criminal penalties relating to these activities are expanded to include the prohibition against discrimination based on source of income.

The bill does not apply to the rental of rooms or apartments in an owner’s principal residence if the source of income is low-income housing assistance certificates or vouchers, as specified. The exemption for apartments is limited to an owner-occupied dwelling with up to five rental units.

The bill neither prevents a person from refusing to consider income derived from any criminal activity nor prohibits a person from determining the ability of a potential buyer or renter to pay by verifying, in a commercially reasonable and nondiscriminatory manner, the source and amount of income of the potential buyer or renter. The bill does not limit the rights or remedies that are otherwise available to a landlord or tenant under any other law.

**Current Law:** Housing discrimination because of race, sex, color, religion, national origin, marital status, familial status, sexual orientation, gender identity, or disability is prohibited. There is no provision prohibiting housing discrimination based on source of income.



A person claiming to have been injured by a discriminatory housing practice may file a complaint with the Maryland Commission on Civil Rights (MCCR) or file a civil action in circuit court. If an administrative law judge (ALJ) finds that the respondent has engaged in a discriminatory housing practice, the ALJ may order appropriate relief, including actual damages and injunctive or other relief, and may assess a civil penalty against the respondent. A court may award actual or punitive damages, grant injunctive relief, and allow reasonable attorney's fees and costs.

Willfully injuring, intimidating, or interfering, by force or threat of force, with a person's activities related to the sale, purchase, rental, or occupation of a dwelling, or to attempt to do so, is a misdemeanor. A violator is subject to maximum penalties of 1 year imprisonment and/or a \$1,000 fine. If the violation results in bodily injury, the maximum penalty is 10 years imprisonment and/or a \$10,000 fine. If the violation results in death, the maximum penalty is life imprisonment.

**Background:** For additional information regarding source-of-income discrimination, please see the **Appendix – The Housing Choice Voucher Program and Source-of-income Discrimination**.

**State Revenues:** General fund revenues may increase minimally as a result of the bill's monetary penalty provision from cases heard in the District Court or from additional civil penalties assessed.

**State Expenditures:** General fund expenditures may increase to the extent that a new civil rights officer is hired at MCCR to handle a potential increase in the number of housing complaints that may be filed as a result of the bill's provisions. MCCR advises that it receives federal reimbursement for investigating complaints related to housing discrimination from the Department of Housing and Urban Development (HUD) and for investigating employment discrimination from the Equal Employment Opportunity Commission. Any housing discrimination complaints filed on the basis of "source of income" are not eligible for reimbursement under MCCR's contractual relationship with HUD, because "source of income" is not a protected class under the federal Fair Housing Act. Accordingly, MCCR needs to ensure that investigating any additional cases regarding source of income housing discrimination does not negatively impact its case closure rate, which may impact federal funding. Although existing staff can investigate a small number of additional cases, an additional officer is necessary to the extent that MCCR receives a large number of complaints. *For illustrative purposes only*, if an additional civil rights officer is required, general fund expenditures increase by a minimum of \$61,000 annually.

The Judiciary advises that the bill's provisions are not anticipated to have a significant fiscal or operational impact. Similarly, the Office of Administrative Hearings advises that the bill's provisions can be handled within existing budget resources.

**Small Business Effect:** By prohibiting discrimination based on the source of a tenant's income, additional landlords may be subject to participation in the Housing Voucher program, which was established as a voluntary program. Landlords participating in the Housing Voucher program may have increased administrative responsibilities, as program participation, which is governed by federal standards, is administered by State and local housing authorities. For example, federal regulations require annual inspections by the housing authorities; some housing authorities require participating landlords to have direct deposit.

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### Additional Information

**Prior Introductions:** HB 451 of 2019 was assigned to the House Environment and Transportation Committee, but was withdrawn. Its cross file, SB 812, was assigned to the Senate Judicial Proceedings Committee but was also withdrawn. HB 172 of 2017 passed the House as amended, was referred to the Senate Judicial Proceedings Committee, and had no further action taken on it. Its cross file, SB 728, received a hearing in the Senate Judicial Proceedings Committee, but no further action was taken. HB 759 of 2016 received a hearing in the House Environment and Transportation Committee, but no further action was taken. In addition, similar bills were introduced in the 2010 through 2014 sessions.

**Designated Cross File:** HB 231 (Delegate Lierman, *et al.*) - Environment and Transportation.

**Information Source(s):** Maryland Commission on Civil Rights; Baltimore City; Caroline, Howard, and Prince George's counties; Judiciary (Administrative Office of the Courts); Department of Housing and Community Development; Department of Public Safety and Correctional Services; Office of Administrative Hearings; Department of Legislative Services

**Fiscal Note History:** First Reader - February 3, 2020  
rh/jkb

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Analysis by: Hillary J. Cleckler

Direct Inquiries to:  
(410) 946-5510  
(301) 970-5510

## **Appendix – The Housing Choice Voucher Program and Source-of-income Discrimination**

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### **Background**

According to the Poverty and Race Research Action Council, 15 states (California, Connecticut, Delaware, Maine, Massachusetts, Minnesota, New Jersey, New York, North Dakota, Oklahoma, Oregon, Utah, Vermont, Washington, and Wisconsin) and the District of Columbia (as of December 2019) have statutes prohibiting housing discrimination on the basis of a person's source of income (SOI). Numerous laws are also found at the local level nationwide, including cities such as Chicago, New York City, Philadelphia, Memphis, and Seattle. In Maryland, Anne Arundel, Baltimore, Frederick, Howard, Montgomery, and Prince George's counties, as well as the cities of Annapolis, Baltimore, and Frederick, prohibit SOI discrimination within their jurisdictions. Under these statutes, SOI may include almost any lawful source of money, such as benefits from any government assistance program, private loans, gifts, pensions, alimony, and child support; the income derived from government housing assistance (*i.e.*, housing vouchers) tends to be the most controversial. While some statutes expressly include the use of housing vouchers under SOI protections, others do not. Moreover, court rulings in some states (*e.g.*, California and Minnesota) have held that statutes prohibiting SOI discrimination do not apply to landlords who decline to accept housing vouchers.

### **Housing Choice Voucher Program – Generally**

The Housing Choice Voucher Program is a program of the U.S. Department of Housing and Urban Development (HUD) that subsidizes the cost of housing for low-income individuals and evolved from numerous federal initiatives to provide affordable housing. While initial efforts under the federal Housing Act of 1937 were focused on addressing the issue of affordable housing by providing federal funding for the construction of public housing, later legislation, such as the Housing and Community Development Act of 1974, illustrated the shift in federal affordable housing strategies from locally owned public housing to privately owned rental housing. The Act allowed families to select their own housing and lease directly from a building owner through a rental certificate program. This program was popular due to its ability to provide assistance quickly, allow families a choice of housing, and disperse families throughout the community without automatically creating "projects" or locations with high concentrations of poverty. Many aspects of the rental certificate program were included in the Quality Housing and Work Responsibility Act of 1998, which created the current Housing Choice Voucher Program.



Households with annual incomes of 50% or less of the area median income are eligible for the program. Under federal rules, 75% of annual admissions must be families with annual incomes at or below 30% of the area median income. In Maryland, local housing authorities (or the Department of Housing and Community Development (DHCD) in jurisdictions without a housing authority) administer the program and determine a payment standard for each area based on fair market rent guidelines issued by HUD. Once a voucher has been awarded, eligible individuals are responsible for finding a suitable housing unit where the owner agrees to rent under the program. A voucher recipient may choose a housing unit that rents for more or less than the payment standard. Voucher recipients must pay 30% of their monthly adjusted gross income for rent and utilities; housing assistance payments are generally the difference between the payment standard and 30% of the family's adjusted income. If the rent is greater than the payment standard, the family must pay the additional amount; however, if a family moves to a new unit where the rent exceeds the payment standard, the family may not pay more than 40% of its adjusted monthly income for rent. The local housing agency pays the housing assistance payment directly to the owner of the property. The federal law does not require that a landlord participate in the program.

Demand for the program has traditionally far exceeded the supply of resources. DHCD advises that as of December 31, 2019, 8,575 individuals were on the waitlist for a housing voucher (which represents only the jurisdictions in which DHCD operates the voucher program).

### **Source-of-income Discrimination Issues**

The federal Fair Housing Act prohibits landlords from refusing to rent based on a tenant's race, color, religion, sex, national origin, familial status, or disability. Pursuant to State law, housing discrimination based on race, sex, color, religion, national origin, marital status, familial status, sexual orientation, disability, or gender identity is prohibited. Although SOI discrimination is not prohibited by federal law or the law of the majority of states, including Maryland, advocates have expressed concerns that the refusal of landlords to accept vouchers has a disproportionate impact on minorities. According to 2018 data from HUD, approximately 81% of voucher holders in the State were minorities.

*Neighborhoods and Opportunity:* A large body of research has been devoted to examining the potential impact that access to quality neighborhoods has on individuals and families. Many studies have focused on analyzing the Moving to Opportunity (MTO) demonstration program, which operated in Baltimore City and four other major U.S. cities, and offered families with children who lived in high-poverty public housing projects the ability (via random lottery) to use their housing vouchers to move into lower poverty neighborhoods. For example, a 2015 study from the National Bureau of Economic Research, *The Effects of Exposure to Better Neighborhoods on Children: New Evidence from the Moving to Opportunity Experiment* (2015), focused on the impacts of MTO for

children who moved when they were younger than age 18 and concluded that the move significantly improved college attendance rates. Compared to individuals in the MTO control group (who did not move), these individuals also have higher incomes, live in better neighborhoods as adults, and are less likely to become single parents.

As noted, one of the intents of housing vouchers was to allow program recipients to choose where they live, in an effort to avoid duplicating the pockets of poverty that were created with public housing developments. Studies evaluating whether the voucher program has successfully promoted neighborhood integration have been mixed. The Center on Budget and Policy Priorities analyzed HUD data regarding voucher use in 2014. According to its findings, approximately 13% of families with children participating in the voucher program used vouchers to live in low-poverty areas (where fewer than 10% of residents are poor). It found that vouchers were particularly useful in enabling minority children to live in lower poverty neighborhoods. However, 343,000 children in families using vouchers still lived in extremely poor neighborhoods (where more than 40% of residents were poor).

A study evaluating the use of housing vouchers between 2000 and 2008, *The Reconcentration of Poverty: Patterns of Housing Voucher Use, 2000 to 2008*, Housing Policy Debate (2014), found that vouchers actually perpetuated concentrated poverty and racial segregation in the 50 most populous U.S. metropolitan areas. The study noted that the trends reflect a combination of preferences of voucher households and the unavailability or inaccessibility of affordable rental housing in certain communities. However, low-income households using vouchers were more segregated by race and income than a comparison group of nonvoucher households earning less than \$15,000 annually. This suggests that additional constraints may face voucher households, including a reluctance by landlords to accept vouchers and the allowable rental costs covered by the program. While acknowledging that there are valid reasons for landlords to decline participating in the program, such as not being able to charge rent while voucher units are undergoing inspections by local housing authorities, the study noted that households in metropolitan areas with SOI protection laws were less racially segregated and less clustered within specific census tracts. Another study, *Do Source of Income Anti-Discrimination Laws Facilitate Access to Better Neighborhoods?*, Housing Studies (2014), concluded that although living in a jurisdiction with SOI law was associated with voucher recipients living in neighborhoods with lower poverty rates, SOI laws did not appear to facilitate the movement of voucher recipients away from concentrations of other voucher recipients.

*Administrative Burden Challenge Rejected:* The Court of Appeals examined the issue of SOI discrimination in a 2007 case, *Montgomery County v. Glenmont Hills*, 402 Md. 250 (2007). The case involved Montgomery County's fair housing law to which a prohibition of refusing to lease or rent housing to any person based on SOI was added in 1991. In the case, Glenmont Hills Associates (GHA), the owner of a multi-unit residential apartment

complex, had a business policy not to participate in the voucher program. After an applicant intending to use a voucher was refused, the Montgomery County Commission on Human Rights and the rejected tenant filed separate complaints alleging a violation of the county's law. The initial hearing examiner and the subsequent case review board appointed by the commission found that GHA was in violation of the law. The administrative decision was overturned by the Circuit Court for Montgomery County, which ruled that the county cannot force a landlord to enter into a contract with the federal government. As an alternative basis, it also found that the refusal to rent to voucher recipients was not based on the tenant's status as a voucher holder, but instead on a legitimate desire to avoid the administrative hassle of the program.

The Court of Appeals granted *certiorari* and rejected GHA's argument that because federal law does not require landlords to accept vouchers, it preempts the county's SOI discrimination law. As a result, the ruling has the practical effect of mandating landlord participation in Montgomery County. The court held that for GHA's preemption argument to prevail, it would have to find that voluntary participation by landlords was a central component of the voucher legislation; the court found nothing to indicate that this was an important congressional objective. The court also considered whether participation in the voucher program created an undue burden on landlords and noted case law holding that unless a landlord can establish a burden that is severe enough to constitute a taking of property, or a violation of due process, an administrative burden is not a viable defense. Accordingly, the court reversed the judgment of the circuit court and remanded the case with instructions to affirm the final order of the Montgomery County Commission on Human Rights.



## City Council Agenda Item Report

Meeting Date: February 10, 2020

Submitted by: David Moran

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

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### Subject:

\* Protecting Community Television Act (S. 3218/H.R.5659)

### Suggested Action:

Federal legislation has been introduced that would preserve local cable franchises and block the "in-kind" portion of last year's Federal Communications Commission (FCC) cable franchise order. The National League of Cities (NLC) is encouraging support of the Legislation.

Approval of this item on the consent agenda will indicate Council's support of the Protecting Community Television Act (S. 3218/H.R.5659) and direct staff to send a letter to the City's Federal Delegation.

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### Attachments:

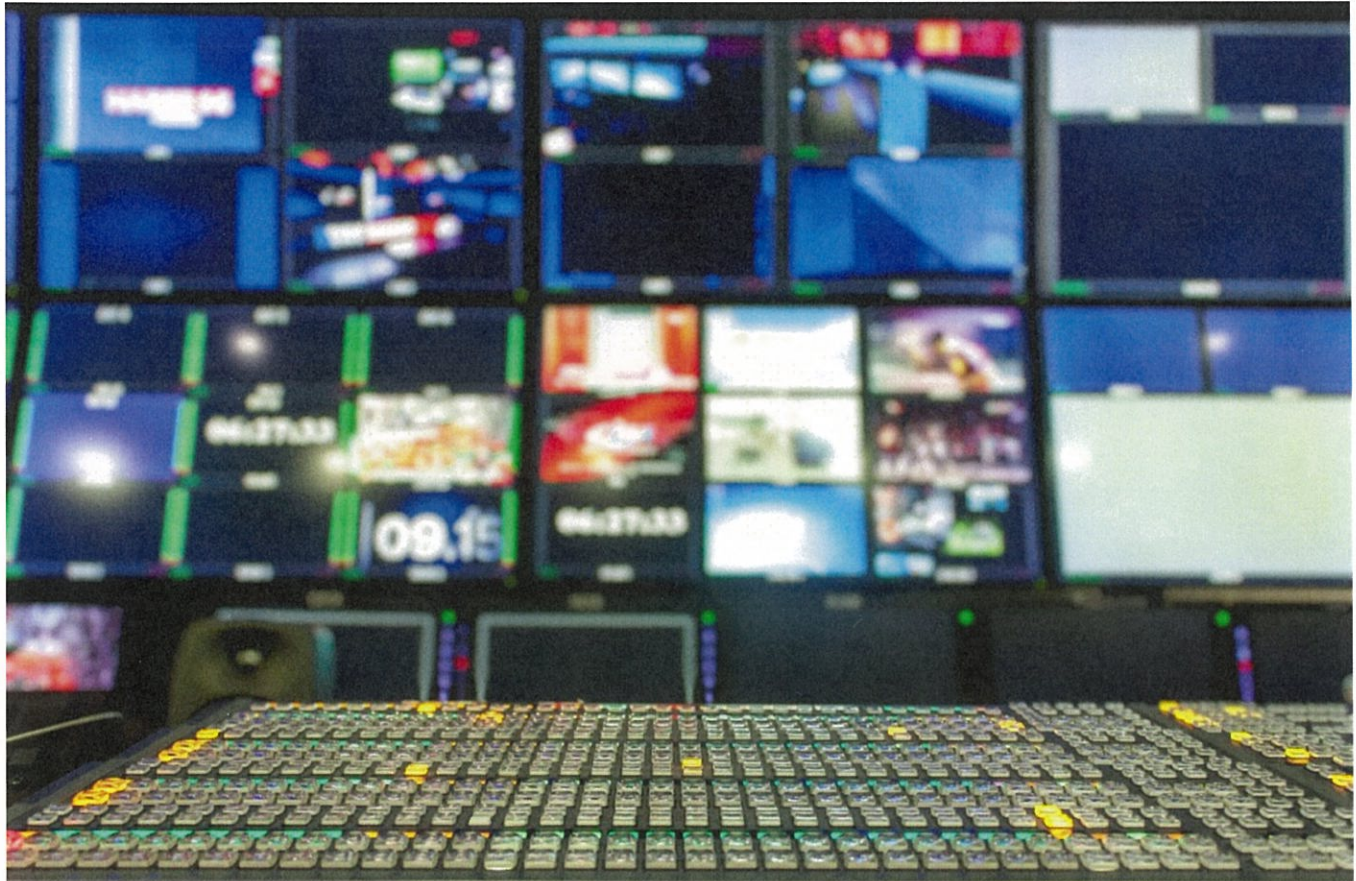
[NLC Website Pages.pdf](#)

[S.3218.pdf](#)

## CitiesSpeak



EQUITY   FEDERAL POLICY   HOUSING   ENVIRONMENT   FINANCE   HEALTH  
LOVE MY CITY   YOUTH



## House and Senate Introduce Bill to Protect PEG Stations



By **NLC Staff** on **January 27, 2020**

Members of the [House](#) and [Senate](#), led by Senator Ed Markey (D-Mass.) and Representative Anna Eshoo (D-Calif.) have introduced the “Protecting Community Television Act (S. 3218/H.R. 5659),” which is intended to preserve local cable franchises

185



by clarifying the statutory definition of a franchise fee. This bill was introduced with the [endorsement of the National League of Cities](#) and many other local government advocates.

The bill clarifies that the definition of a franchise fee *only* includes monetary payments. If signed into law, this would block the “in-kind” portion of the Federal Communications Commission’s (FCC) [2019 cable franchise order](#), by preventing the FCC from defining all franchise provisions, whether monetary or not, as fees and allowing providers to deduct the market value of those franchise obligations from their payments. This move would also prevent future regulatory action to allow cable providers to deduct the market value of public, educational, and government (PEG) access television channel placement from fee payments, a policy the FCC hinted at in its final cable order in August 2019.

The bill does not address the “mixed use” portion of the 2019 order, which preempts state and local governments from regulating or charging franchise fees for wireless equipment and services provided on cable networks, such as small wireless devices connecting to aerial cable wires. NLC and numerous other local governments and allies continue to fight the order, including this portion, in a legal appeal.

To add your support for the Protecting Community Television Act, use NLC’s [Twitter tool](#) to send social media messages to your congressional delegation. You can also adapt [NLC’s letter of support](#) for the bill to use as a letter from your city. If you send a letter to your members of Congress, please send a copy of that correspondence to [advocacy@nlc.org](mailto:advocacy@nlc.org) for our records.



**About the Author:** Angelina Panettieri is the Legislative Manager for Information Technology and Communications at the National League of Cities. Follow her on twitter at [@AngelinainDC](#).



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What Do Local Leaders Need to Know about the FCC Cable Order?



FCC Cable Order – What Comes Next for Cities?



FCC Cable Order Effective Date Set

116TH CONGRESS  
2D SESSION

# S. 3218

To amend the Communications Act of 1934 to modify the definition of franchise fee, and for other purposes.

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## IN THE SENATE OF THE UNITED STATES

JANUARY 21, 2020

Mr. MARKEY (for himself, Ms. BALDWIN, Ms. SMITH, Mr. CARDIN, Mr. VAN HOLLLEN, Mr. SANDERS, Mr. MURPHY, Ms. HASSAN, Mr. MERKLEY, Mrs. SHAMHEEN, Mr. BLUMENTHAL, Mr. WYDEN, Mrs. GILLIBRAND, Ms. HIRONO, Ms. WARREN, and Ms. KLOBUCHAR) introduced the following bill; which was read twice and referred to the Committee on Commerce, Science, and Transportation

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## A BILL

To amend the Communications Act of 1934 to modify the definition of franchise fee, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*  
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Protecting Community  
5 Television Act”.

6 **SEC. 2. MODIFYING THE DEFINITION OF FRANCHISE FEE.**

7 Section 622(g)(1) of the Communications Act of  
8 1934 (47 U.S.C. 542(g)(1)) is amended—

- 1           (1) by striking “includes” and inserting
- 2           “means”; and
- 3           (2) by inserting “other monetary” before “as-
- 4           sessment”.

○



## City Council Agenda Item Report

Meeting Date: February 10, 2020

Submitted by: Liz Park

Submitting Department: Community Services

Item Type: OTHER BUSINESS

Agenda Section:

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### Subject:

\* National Science Foundation Collaboration with Advisory Committee on Education

### Suggested Action:

Reference: ACE Report on NSF Collaboration

The Advisory Committee on Education was recently asked to collaborate with Dr. David Whiteman of Howard University as part of an NSF geosciences grant. The grant is designed to attract underrepresented students to the geosciences, particularly atmospheric and environmental studies. The grant will run workshops for minority undergraduates at the Beltsville campus of Howard University during the summers of 2021, 2022 and 2023.

As part of the grant, Dr. Whiteman would like to include students from Greenbelt schools to create a "Geosciences Learning Ecosystem." Each year, two Greenbelt schools will be chosen and a group of approximately 25 students from each school will participate in an in-school learning opportunity run by the undergraduate workshop participants. Then, the Greenbelt students will attend a session of the workshop at the Beltsville campus. They will be able to see the atmospheric instruments in action and learn about career opportunities in the geosciences. With two schools per year over three years, all six Greenbelt schools will have a chance to participate in the workshop.

As a collaborator, ACE is being asked to facilitate communication and coordination between Howard University and Greenbelt schools. No city resources will be needed for this project. ACE will receive no grant funds. Our job will be simply to facilitate communication and cooperation between Greenbelt schools and the workshop.

At its January 28, 2020, meeting, ACE discussed the proposal and the committee agreed that we were willing to serve as a communication conduit for this program. ACE would like Council's approval for its participation in this collaboration.

### Attachments:

[ACE Report on NSF Collaboration.pdf](#)

## **ADVISORY COMMITTEE ON EDUCATION**

### **REPORT TO COUNCIL**

**SUBJECT:** NSF Grant Collaboration with Dr. David Whiteman of Howard University (Beltsville Research Campus)

**BACKGROUND:** The Advisory Committee on Education was recently asked to collaborate with Dr. David Whiteman of Howard University as part of an NSF geosciences grant. The grant is designed to attract underrepresented students to the geosciences, particularly atmospheric and environmental studies. The grant will run workshops for minority undergraduates at the Beltsville campus of Howard University during the summers of 2021, 2022 and 2023.

As part of the grant, Dr. Whiteman would like to include students from Greenbelt schools to create a "Geosciences Learning Ecosystem." Each year, two Greenbelt schools will be chosen and a group of approximately 25 students from each school will participate in an in-school learning opportunity run by the undergraduate workshop participants. Then, the Greenbelt students will attend a session of the workshop at the Beltsville campus. They will be able to see the atmospheric instruments in action and learn about career opportunities in the geosciences. With two schools per year over three years, all six Greenbelt schools will have a chance to participate in the workshop.

As a collaborator, ACE is being asked to facilitate communication and coordination between Howard University and Greenbelt schools. No city resources will be needed for this project. ACE will receive no grant funds. Our job will be simply to facilitate communication and cooperation between Greenbelt schools and the workshop.

The actual text from the NSF proposal is appended to the end of this report.

**RECOMMENDATION:** At its January 28, 2020, meeting, ACE discussed the proposal and the committee agreed that we were willing to serve as a communication conduit for this program. ACE would like Council's approval for its participation in this collaboration.

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The text of the grant pertaining to ACE is as follows:

- Dr. Whiteman will need an email from Melinda Brady, as chair of ACE, stating the following:

"If the proposal submitted by Dr. David N. Whiteman entitled "GEOPaths: UP - Summer Workshops in Measurements, Modeling and Analysis of Planetary Boundary Layer Processes" is selected for funding by NSF, it is my intent to collaborate and/or commit resources as detailed in the Project Description or the Facilities, Equipment and Other Resources section of the proposal."

- Section of the NSF proposal documenting ACE's history and role:

### **City of Greenbelt Advisory Committee on Education and Public Schools**

The Greenbelt Advisory Committee on Education (ACE) serves as a liaison between the public schools in Greenbelt and the Greenbelt City Council. ACE supports the public schools by appointing a specific ACE member as liaison to each public school to foster communication beyond the school and community involvement in the school activities. The six schools that ACE serves are Greenbelt Elementary, Springhill Lake Elementary, Magnolia Elementary, Greenbelt Middle, Dora Kennedy French Immersion School and Eleanor Roosevelt High School.

This proposal requests support for three workshops, one each in the summers of 2021, 2022, 2023. Each summer 2 of the Greenbelt schools will be targeted for inclusion in workshop activities. Thus by the end of the three year effort, we will involve all 6 of these. ACE will assist in selecting the schools to be included each summer, making the connections between the schools and workshop personnel and arranging which group of approximately 25 students from each school will participate. Prior to the workshop, students and faculty involved in the workshop will visit the schools and discuss with the students atmospheric science issues, the research that is done at the HU Beltsville site and the types of careers that are available in the geosciences. During each workshop, a half day will be devoted to hosting each of 2 schools for each summer workshop. By the end of the three years, all 6 Greenbelt schools will have been involved in the program. Transportation for the students to visit the workshop is budgeted here. Each of the workshop participants will be paired with 2-3 visitors from the school and will lead a personal tour of the facility, discuss with them their experience and research at the workshop and attend a radiosonde launch (weather permitting) at the conclusion of the half-day visit.

The schools of Greenbelt, Maryland targeted here are within the Prince George's County, MD Public Schools system, a majority-minority public school system 55% African American, 36% Hispanic, 4% White, 3% Asian. This diverse population is also characterized by a significant percentage of low-income families as evidenced by the rate of student participation in Free and Reduced Meal (FARM) program, an indicator of low income. For Greenbelt schools those FARM statistics are:

- Greenbelt Elementary (45% FARM)
- Springhill Lake Elementary (92%) – Title I school
- Magnolia Elementary (69%)
- Greenbelt Middle School (69%)
- Dora Kennedy French Immersion School (29%)
- Eleanor Roosevelt High School (43%)



## City Council Agenda Item Report

Meeting Date: February 10, 2020

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

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**Subject:**

Budget Work Sessions Schedule

**Suggested Action:**

Ms. Davis requested that this item be included on the agenda for discussion and decision of the proposed budget work session schedule.

**Attachments:**

[Proposed Budget Work Sessions Schedule.pdf](#)

## PROPOSED BUDGET WORK SESSIONS SCHEDULE

### Weekday Evenings:

Overview, General Fund, General Government, Economic  
Development  
Social Service (CARES)  
Public Safety, GVFD, CERT, CART  
Green Ridge House  
Final Budget Work Session

### Saturday Sessions:

Recreation, Recognition/Contributory Groups, Greenbelt  
Museum, Old Greenbelt Theatre, Miscellaneous  
Public Works, Planning Department, Capital Fund,  
Other Funds

# 2020

| January |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
| S       | M  | T  | W  | T  | F  | S  |
|         |    |    | 1  | 2  | 3  | 4  |
| 5       | 6  | 7  | 8  | 9  | 10 | 11 |
| 12      | 13 | 14 | 15 | 16 | 17 | 18 |
| 19      | 20 | 21 | 22 | 23 | 24 | 25 |
| 26      | 27 | 28 | 29 | 30 | 31 |    |

| February |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    |    |    |    |    | 1  |
| 2        | 3  | 4  | 5  | 6  | 7  | 8  |
| 9        | 10 | 11 | 12 | 13 | 14 | 15 |
| 16       | 17 | 18 | 19 | 20 | 21 | 22 |
| 23       | 24 | 25 | 26 | 27 | 28 | 29 |

| March |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
| S     | M  | T  | W  | T  | F  | S  |
| 1     | 2  | 3  | 4  | 5  | 6  | 7  |
| 8     | 9  | 10 | 11 | 12 | 13 | 14 |
| 15    | 16 | 17 | 18 | 19 | 20 | 21 |
| 22    | 23 | 24 | 25 | 26 | 27 | 28 |
| 29    | 30 | 31 |    |    |    |    |

| April |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
| S     | M  | T  | W  | T  | F  | S  |
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| 5     | 6  | 7  | 8  | 9  | 10 | 11 |
| 12    | 13 | 14 | 15 | 16 | 17 | 18 |
| 19    | 20 | 21 | 22 | 23 | 24 | 25 |
| 26    | 27 | 28 | 29 | 30 |    |    |

| May |    |    |    |    |    |    |
|-----|----|----|----|----|----|----|
| S   | M  | T  | W  | T  | F  | S  |
|     |    |    |    |    | 1  | 2  |
| 3   | 4  | 5  | 6  | 7  | 8  | 9  |
| 10  | 11 | 12 | 13 | 14 | 15 | 16 |
| 17  | 18 | 19 | 20 | 21 | 22 | 23 |
| 24  | 25 | 26 | 27 | 28 | 29 | 30 |
| 31  |    |    |    |    |    |    |

| June |    |    |    |    |    |    |
|------|----|----|----|----|----|----|
| S    | M  | T  | W  | T  | F  | S  |
|      | 1  | 2  | 3  | 4  | 5  | 6  |
| 7    | 8  | 9  | 10 | 11 | 12 | 13 |
| 14   | 15 | 16 | 17 | 18 | 19 | 20 |
| 21   | 22 | 23 | 24 | 25 | 26 | 27 |
| 28   | 29 | 30 |    |    |    |    |

| July |    |    |    |    |    |    |
|------|----|----|----|----|----|----|
| S    | M  | T  | W  | T  | F  | S  |
|      |    |    | 1  | 2  | 3  | 4  |
| 5    | 6  | 7  | 8  | 9  | 10 | 11 |
| 12   | 13 | 14 | 15 | 16 | 17 | 18 |
| 19   | 20 | 21 | 22 | 23 | 24 | 25 |
| 26   | 27 | 28 | 29 | 30 | 31 |    |

| August |    |    |    |    |    |    |
|--------|----|----|----|----|----|----|
| S      | M  | T  | W  | T  | F  | S  |
|        |    |    |    |    |    | 1  |
| 2      | 3  | 4  | 5  | 6  | 7  | 8  |
| 9      | 10 | 11 | 12 | 13 | 14 | 15 |
| 16     | 17 | 18 | 19 | 20 | 21 | 22 |
| 23     | 24 | 25 | 26 | 27 | 28 | 29 |
| 30     | 31 |    |    |    |    |    |

| September |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | T  | F  | S  |
|           |    | 1  | 2  | 3  | 4  | 5  |
| 6         | 7  | 8  | 9  | 10 | 11 | 12 |
| 13        | 14 | 15 | 16 | 17 | 18 | 19 |
| 20        | 21 | 22 | 23 | 24 | 25 | 26 |
| 27        | 28 | 29 | 30 |    |    |    |

| October |    |    |    |    |    |    |
|---------|----|----|----|----|----|----|
| S       | M  | T  | W  | T  | F  | S  |
|         |    |    |    | 1  | 2  | 3  |
| 4       | 5  | 6  | 7  | 8  | 9  | 10 |
| 11      | 12 | 13 | 14 | 15 | 16 | 17 |
| 18      | 19 | 20 | 21 | 22 | 23 | 24 |
| 25      | 26 | 27 | 28 | 29 | 30 | 31 |

| November |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
| 1        | 2  | 3  | 4  | 5  | 6  | 7  |
| 8        | 9  | 10 | 11 | 12 | 13 | 14 |
| 15       | 16 | 17 | 18 | 19 | 20 | 21 |
| 22       | 23 | 24 | 25 | 26 | 27 | 28 |
| 29       | 30 |    |    |    |    |    |

| December |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | T  | F  | S  |
|          |    | 1  | 2  | 3  | 4  | 5  |
| 6        | 7  | 8  | 9  | 10 | 11 | 12 |
| 13       | 14 | 15 | 16 | 17 | 18 | 19 |
| 20       | 21 | 22 | 23 | 24 | 25 | 26 |
| 27       | 28 | 29 | 30 | 31 |    |    |

## Notes:

|        |                          |
|--------|--------------------------|
| Jan 01 | New Year's Day           |
| Jan 20 | M L King Day             |
| Feb 14 | Valentine's Day          |
| Feb 17 | Presidents' Day          |
| Apr 10 | Good Friday              |
| Apr 12 | Easter Sunday            |
| May 10 | Mother's Day             |
| May 25 | Memorial Day             |
| Jun 21 | Father's Day             |
| Jul 03 | Independence Day Holiday |
| Jul 04 | Independence Day         |
| Sep 07 | Labor Day                |
| Oct 12 | Indigenous Peoples Day   |
| Oct 31 | Halloween                |
| Nov 11 | Veterans Day             |
| Nov 26 | Thanksgiving Day         |
| Dec 25 | Christmas                |

|        |                                 |
|--------|---------------------------------|
| Red    | City Holiday                    |
| Blue   | Council Meeting                 |
| Green  | Work Session                    |
| Orange | Stakeholder Combined (optional) |



## City Council Agenda Item Report

Meeting Date: February 10, 2020

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

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### **Subject:**

City Councilmember City Boards and Committees Liaison Assignments

### **Suggested Action:**

Ms. Mach requested that this item be included on the agenda. Council will review existing assignments and make any adjustments.

Current City Council Boards and Committees Liaison Assignments:

Advisory Committee on Education - Ms. Mach

Advisory Planning Board - Ms. Davis

Arts Advisory Board - Ms. Davis

Community Relations Advisory Board - Mr. Putens

Forest Preserve Advisory Board - Mr. Roberts

Greenbelt Advisory committee on Environmental Sustainability - Mayor Byrd

Park and Recreation Advisory Board - Mr. Jordan

Public Safety Advisory Committee - Ms. Pope

Senior Citizens Advisory Committee - Ms. Pope

Youth Advisory Committee - Mr. Roberts

### **Attachments:**

## City Council Agenda Item Report

Meeting Date: February 10, 2020

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section:

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**Subject:**

Meetings

**Suggested Action:**

Reference: Meetings Calendar

2020 Meeting Schedule: At the City Manager Update Work Session on January 29, Council reviewed its 2020 meeting schedule. The following changes to the 2020 meeting calendar were suggested:

Reschedule March 9 Regular Meeting to Tuesday, March 10 (Purim);

No Work Session on Wednesday, April 8 (Passover);

Reschedule April 13 Regular Meeting to Tuesday, April 14 (Easter Monday);

Reschedule May 25 Regular Meeting to Tuesday, May 26 (Memorial Day);

No Work Session on Monday, June 29 and Wednesday, July 1 (MML Annual Conference in Ocean City – June 28-July 1); and

No Work Session on November 18 (NLC City Summit in Tampa, FL – November 18-21).

A motion is required to approve this schedule change.

Ms. Davis provided a proposed budget schedule at the February 7th Work Session for consideration on February 10th.

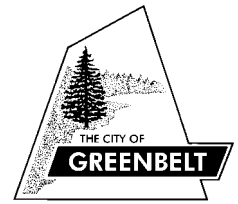
**Attachments:**

[meetings.pdf](#)

# CITY OF GREENBELT, MARYLAND

25 Crescent Road, Greenbelt, MD 20770-1891

2/7/2020 3:22 PM



## City Council Meetings & Work Sessions February – March

|                                                                         |             |               |                |
|-------------------------------------------------------------------------|-------------|---------------|----------------|
| Special Meeting/Closed Session – Collective Bargaining, (MB Library)    | Mon.        | 02/10         | 7:00 pm        |
| Regular Meeting, (MB)                                                   | Mon.        | 02/10         | 8:00 pm        |
| Special Meeting/Closed Session – Real Estate                            | Wed.        | 02/12         | 8:00 pm        |
| No Meeting – President's Day                                            | Mon.        | 02/17         |                |
| Work Session – Verizon, (CC)                                            | Wed.        | 02/19         | 8:00 pm        |
| PGCMA Meeting, (Greenbelt, MB)                                          | Thurs.      | 02/20         | 7:00 pm        |
| Work Session - Council Goals, (MB)                                      | Sat.        | 02/22         | 8:00 am - Noon |
| Regular Meeting, (MB)                                                   | Mon.        | 02/24         | 8:00 pm        |
| Work Session – Friends of Greenbelt Museum, (CC)                        | Wed.        | 02/26         | 8:00 pm        |
| Mid-Session Legislative Dinner, (Annapolis)                             | Thur.       | 02/27         | 6:00 pm        |
| Work Session – Hanover Parkway Bikeway Facility Feasibility Study, (MB) | Mon.        | 03/02         | 8:00 pm        |
| Work Session – Greenbelt Postmaster, (CC)                               | Wed.        | 03/04         | 7:30 pm        |
| NLC Summit – Washington, DC                                             | Sun. – Wed. | 03/08 – 03/11 |                |
| Regular Meeting, (MB)                                                   | Mon.        | 03/09         | 8:00 pm        |
| Work Session – TBD, (CC)                                                | Wed.        | 03/11         | 8:00 pm        |
| ACE Reception, (MB)                                                     | Mon.        | 03/16         | 7:00 pm        |
| ACE Educator Awards, (MB)                                               | Mon.        | 03/16         | 7:30 pm        |
| Work Session – TBD, (CC)                                                | Wed.        | 03/18         | 8:00 pm        |
| Regular Meeting, (MB)                                                   | Mon.        | 03/23         | 8:00 pm        |
| Work Session – Greenbelt East Advisory Coalition (Greenbriar)           | Thur.       | 03/26         | 8:00 pm        |
| Work Session – Wrap-Up Meeting with Board of Election, (MB)             | Mon.        | 03/30         | 8:00 pm        |

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

This schedule is subject to change. For confirmation, call 301-474-8000. Regular and Special meetings and Work Sessions are open to the public. If special accommodations are required for any disabled person, please call 301-474-8000 or 301-474-3870 no later than 10 a.m. on the meeting day. Deaf individuals are advised to use 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, Green Ridge House will be held at 22 Ridge Road, "GHI" will be held at 1 Hamilton Place and "Verde" will be held at 8010 Greenbelt Station Parkway.

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

198



# CITY OF GREENBELT, MARYLAND

25 Crescent Road, Greenbelt, MD 20770-1891

2/7/2020 3:22 PM

## Ready to be scheduled:

BARC/BEP Meeting (include: Beltsville &  
Vansville Associations, FAR-B, Congressman  
Hoyer, etc.)  
Roosevelt Center Owner  
MARC Train Service/ MDOT  
GHI – NCOZ/Arts & Entertainment District  
Potential Bond Referendum/Capital Financing  
Cemetery Plans  
Forest Preserve/Community Gardens  
WSSC  
Small Cell Procedures and Policy Review  
Memorial Wall Piece  
Beltway Plaza (stakeholder)  
State Highway Administration  
Teleconferencing  
Pepco  
Civic Association

## 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  
University of Maryland (2020)  
Department of Permitting, Inspections &  
Enforcement (DPIE)  
Museum Plan  
Apartments  
City Council Work Plan  
Board of Education – Facility Needs

## City Council Agenda Item Report

Meeting Date: February 10, 2020

Submitted by: Shaniya Lashley-Mullen

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  | 7/19  |  |  |  |  |  |  |  |  |  |  |
| Franklin Park at Greenbelt Station Mgmt.              | 8/16  | 11/17 | 12/18 | 12/19 |  |  |  |  |  |  |  |  |  |  |
| Greenbelt East Advisory Coalition                     | 3/16  | 7/17  | 3/19  |       |  |  |  |  |  |  |  |  |  |  |
| Greenbelt Homes, Inc.                                 | 6/16  | 7/17  | 7/18  | 7/19  |  |  |  |  |  |  |  |  |  |  |
| County Executive/ County Council                      | 12/13 | 9/16  | 1/19  |       |  |  |  |  |  |  |  |  |  |  |
| <b>Biennial</b>                                       |       |       |       |       |  |  |  |  |  |  |  |  |  |  |
| Roosevelt Center Merchants                            | 11/16 | 1/18  | 1/20  |       |  |  |  |  |  |  |  |  |  |  |
| Beltsville Ag. Research Center/<br>NPS Greenbelt Park | 03/14 | 7/16  | 8/18  |       |  |  |  |  |  |  |  |  |  |  |
|                                                       | 7/15  | 1/18  | 1/20  |       |  |  |  |  |  |  |  |  |  |  |
| Beltway Plaza                                         | 9/14  | 3/17  |       |       |  |  |  |  |  |  |  |  |  |  |
| Greenway Center                                       | 7/14  | 12/16 | 2/19  |       |  |  |  |  |  |  |  |  |  |  |
| Civic Associations                                    | 8/14  | 2/18  |       |       |  |  |  |  |  |  |  |  |  |  |
| NASA/GSFC                                             | 3/15  | 3/17  | 9/19  |       |  |  |  |  |  |  |  |  |  |  |
| PG Co. Economic Development Corp.                     | 8/14  | 4/17  | 7/19  |       |  |  |  |  |  |  |  |  |  |  |
| School Board                                          | 2/16  | 5/17  | 10/18 | 3/19  |  |  |  |  |  |  |  |  |  |  |
| State Highway Administration                          | 6/15  | 10/17 |       |       |  |  |  |  |  |  |  |  |  |  |
| <b>Every Three Years</b>                              |       |       |       |       |  |  |  |  |  |  |  |  |  |  |
| Apartments                                            | 2/18  |       |       |       |  |  |  |  |  |  |  |  |  |  |
| Religious/Spiritual Organizations                     | 3/13  | 6/15  | 6/19  |       |  |  |  |  |  |  |  |  |  |  |
| Greenbelt Watershed Groups                            | 8/14  | 10/16 | 10/19 |       |  |  |  |  |  |  |  |  |  |  |
| Hotels                                                |       |       |       |       |  |  |  |  |  |  |  |  |  |  |
| University of Maryland                                | 3/13  | 4/15  |       |       |  |  |  |  |  |  |  |  |  |  |
| <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  | 9/19  |       |  |  |  |  |  |  |  |  |  |  |
| Other Business Parks:                                 |       |       |       |       |  |  |  |  |  |  |  |  |  |  |
| Maryland Trade Center                                 |       |       |       |       |  |  |  |  |  |  |  |  |  |  |
| Golden Triangle                                       |       |       |       |       |  |  |  |  |  |  |  |  |  |  |
| Hanover Parkway                                       |       |       |       |       |  |  |  |  |  |  |  |  |  |  |
| Belle Point                                           |       |       |       |       |  |  |  |  |  |  |  |  |  |  |
| Edmonston Road                                        |       |       |       |       |  |  |  |  |  |  |  |  |  |  |
| Hanover Parkway                                       |       |       |       |       |  |  |  |  |  |  |  |  |  |  |
| Roosevelt Center Owner                                | 9/15  |       |       |       |  |  |  |  |  |  |  |  |  |  |



|                                      |       |      |       |       |      |      |      |       |  |  |  |  |  |  |
|--------------------------------------|-------|------|-------|-------|------|------|------|-------|--|--|--|--|--|--|
| WMATA/PGDPW&T (Semi-Annual)          | 11/16 | 9/17 | 11/18 | 1/20  |      |      |      |       |  |  |  |  |  |  |
| <b>Other/As Needed</b>               |       |      |       |       |      |      |      |       |  |  |  |  |  |  |
| M-NCPPC/Planning Board (Major Issue) | 6/06  | 7/14 | 10/19 |       |      |      |      |       |  |  |  |  |  |  |
| Business Coffee (Every Four Months)  | 10/17 | 2/18 | 8/18  | 11/18 | 2/19 | 5/19 | 8/19 | 12/19 |  |  |  |  |  |  |
| State's Attorney (4 years)           | 2/11  | 4/15 | 9/19  |       |      |      |      |       |  |  |  |  |  |  |

(Rev. January 20, 2020)