



CITY COUNCIL AGENDA

**Municipal Building
Monday, January 27, 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
Suggested Action: (Items on the Consent Agenda [marked by *] will be approved, subject to removal from the Consent Agenda by Council.)
5. Approval of Agenda and Additions

II. COMMUNICATIONS

6. Presentations
- 6a. Recognition of Jeffrey Williams, City Treasurer
Suggested Action: Jeffrey Williams is retiring after 30 1/2 years of service as Greenbelt's City Treasurer at the end of January. Mr. Williams has provided exemplary service to the Finance Department for many years.

Council will recognize Mr. Williams' service as this will be his last regular meeting with the City as City Treasurer.
7. Petitions and Requests
- *8. * Minutes of Council Meetings
Suggested Action:
Regular Meeting - November 13, 2018

Regular Meeting - January 14, 2019
Work Session - November 18, 2019
Regular Meeting - November 25, 2019
Work Session - December 4, 2019
Regular Meeting - December 9, 2019
Work Session - January 6, 2020
Interview - January 13, 2020

[RM181113.pdf](#)

[RM190114.pdf](#)

[WS191118.pdf](#)

[RM191125.pdf](#)

[WS191204.pdf](#)

[RM191209.pdf](#)

[WS200106.pdf](#)

[INT200113.pdf](#)

9. Administrative Reports

10. *Committee Reports

III. LEGISLATION

11. AN ORDINANCE TO AMEND SECTION 12-143 "FUNCTIONS" OF ARTICLE VIII, "FOREST PRESERVE ADVISORY BOARD", OF CHAPTER 12 "PARKS AND RECREATION" OF THE GREENBELT CITY CODE

- 2nd Reading

Suggested Action:

On September 25, 2019, the City Council held a Work Session with the Forest Preserve Advisory Board regarding proposed changes to the Forest Preserve Advisory Board Article of the Greenbelt City Code. This Ordinance makes changes to the functions of the Board.

At the Regular Meeting on January 13, Council Member Davis introduced this Ordinance for first reading. Staff recommends this Ordinance be introduced for second reading and adoption.

[Forest_Preserve_Advisory_Board_Ordinance.pdf](#)

[FPAB Report to Council 2019-7_AdvBrdGuidelineEdits.pdf](#)

12. AN ORDINANCE TO AMEND ARTICLE IX, "FOREST PRESERVE", OF CHAPTER 12 "PARKS AND RECREATION" OF THE GREENBELT CITY CODE

- 2nd Reading

Suggested Action:

On September 25, 2019, the City Council held a Work Session with the Forest Preserve Advisory Board regarding proposed changes to the Forest Preserve Advisory Board Article of the Greenbelt City Code. This Ordinance makes changes to the functions of the Board.

On December 9, 2019, the City Council held a Public Hearing.

At the Regular Meeting on January 13, Council member Davis introduced this Ordinance for first reading. Staff recommends this Ordinance be introduced for second reading and adoption.

[Forest_Preserve_Ordinance.pdf](#)

[FPAB Report to Council 2019-7_AdvBrdGuidelineEdits.pdf](#)

13. 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.

- 1st Reading

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 their needs. Public Works has worked with them 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.

It is recommended this resolution be introduced for first reading.

[Resolution.pdf](#)

[Access Control System Proposals.pdf](#)

14. 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.

- 1st Reading

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.

It is recommended this Resolution be introduced for first reading.

[Ely Inc Resolution.pdf](#)
[Ely Website Pages.pdf](#)

IV. OTHER BUSINESS

15. Advisory Committee on Education 2020 Grant Proposals
Suggested Action:
Reference: ACE Grant Report 2020-01

This is the 11th year since the Advisory Committee on Education (ACE) grants were started in 2008.

The FY 2020 Budget includes \$12,500 for the Advisory Committee on Education (ACE) Grants to Educators program. ACE solicited grant proposals for up to \$600 each from the six ACE core schools: Greenbelt Elementary (GES), Springhill Lake Elementary (SHLES), Magnolia Elementary (MES), Dora Kennedy French Immersion School (DKFIS), Greenbelt Middle School (GMS) and Eleanor Roosevelt High School (ERHS).

ACE received a total of 33 proposals from 6 schools for a total request of \$16,633.48.

Included in Council's packet is the ACE report and recommendations for 2020. After review of the proposals, ACE has recommended 24 grant proposals totaling \$12,507.89 be submitted to Council for funding approval.

ACE evaluated all grant proposals on the standard of whether they were a good use of city funds. A representative of ACE will be present to answer any questions about these recommendations.

It is recommended Council approve the 2020 grant awards as recommended by ACE for \$12,507.89.

[ACE Grant Report 2020-01.pdf](#)

16. Approval of Revised Forest Preserve Guidelines
Suggested Action: On September 25, 2019, the City Council held a Work Session with the Forest Preserve Advisory Board (FPAB), City staff and other interested parties regarding proposed changes to the Forest Preserve Stewardship Guidelines. FPAB further revised the guidelines to incorporate feed provided at the Work Session, as well as input from the Advisory Committee on Trees (ACT) and the Parks and Recreation Advisory Board (PRAB).

It is recommended Council approve the Revised Forest Preserve Stewardship Guidelines
[Forest Preserve Stewardship Guidelines.pdf](#)

17. State Legislation
Suggested Action:
Reference:
HB 8
SB 136
Fiscal Note SB 136
HB 342
Press Release - Retirement Tax Reduction Act
HB 292
HB 78
Fiscal Note HB 78
HB 130
SB 161
Fiscal Note SB 161
HB 209
PG-401

House Bill 8 - This bill would add yard waste to the State's Illegal Dumping and Litter law. It allows for the imposition of fines. The Maryland Municipal League Legislative Committee voted to support this bill with an amendment that would add language such as "in working with local jurisdictions" to Page 5, Line 10.

Staff recommends Council support HB 8.

House Bill 86/Senate Bill 136 - This legislation was referenced at the Work Session with WMATA on January 22. At that meeting, WMATA staff indicated that passage of this bill would lift a 3% cap on operating expenses which would help them fund additional operating expenses for services such as the B30 bus route.

Council Direction is sought.

House Bill 342/Senate Bill 278 - Council Member Pope requested this bill be added to this evening's agenda. This legislation would provide an income tax cut to retirees at certain income levels living in Maryland. The City receives a share of State Income Tax revenues and passage of this bill would reduce City revenues depending on the number of eligible retirees living in Greenbelt.

Council direction is sought.

House Bill 292/Senate Bill 229 - This legislation would prohibit State agencies from constructing a toll road, toll highway, or toll bridge without the consent of a majority of the affected counties. Delegates Healey and Williams are co-sponsors of HB 292 and Senator Pinsky is a co-sponsor of SB 229.

Staff recommends Council support HB 292/SB 229.

House Bill 78/Senate Bill 172 - This legislation would expand the uses of the State's Bay Restoration Fund by adding "Climate resiliency and Flood Control". The MML Legislative Committee voted to support this legislation.

Staff recommends Council support HB 78/SB 172.

House Bill 130/Senate Bill 319 - This legislation would allow law enforcement agencies and fire department vehicles to install move over safety cameras on their vehicles and issue citations for violations. The cameras would record a motor vehicle failing to move over for emergency vehicles as required by law. The MML Legislative Committee voted to support this legislation. Delegate Healey is a primary sponsor of HB 130.

Council direction is sought.

Senate Bill 161/House Bill 5 - This legislation prohibits a person from placing or inscribing an item or a symbol, including an actual or depicted noose or swastika on any real or personal property, public or private, without the express permission of the owner, owner's agent, or lawful occupant of the property, with the intent to threaten or intimidate any person or group of persons. The MML Legislative Committee voted to support this bill.

Staff recommends Council support SB 161/HB 5.

House Bill 209/Senate Bill 313 - This statewide legislation would prohibit a store from distributing plastic carryout bags to a customer at the point of sale and require a store to charge and collect at least 10 cents for each durable carryout bag the store provides to a customer. There are exemptions for certain plastic bags used for produce, flowers, newspapers, dry-cleaning, etc. The City's State Delegation are co-sponsors of this legislation.

Staff recommends Council support HB 209/SB 313.

PG 401 - This local enabling bill would authorize Prince George's County to impose a fee on disposable plastic bags. The City has supported similar bills in previous years.

Staff recommends Council support PG 401.

[HB 8.pdf](#)

[SB 136.pdf](#)

[Fiscal Note SB 136.pdf](#)

[HB 342.pdf](#)

[Press Release - Retirement Tax Reduction Act.pdf](#)

[HB 292.pdf](#)

[HB 78.pdf](#)

[Fiscal Note HB 78.pdf](#)

[HB 130.pdf](#)

[SB 161.pdf](#)

[Fiscal Note SB 161.pdf](#)

[HB 209.pdf](#)

[PG-401-20.pdf](#)

18. Home Town Takeover nomination

Suggested Action:

Mayor Byrd requested this item to be added to the agenda.

The motion would be to direct staff to produce and submit a video nomination for Greenbelt for the new HGTV show "Home Town Takeover."

The deadline for submission is February 7, 2020.

The video would need to include places that need a makeover like:

Diners;
Coffee shops;
Homes;
Playgrounds.

Examples of makeovers suggested to Mayor Byrd were:

Roosevelt Center
Franklin Park

[Home Town Takeover.pdf](#)

19. Council Reports

20. Council Activities

*21. * Resignation from Advisory Group

Suggested Action:

Reference: Letter, M. Inzeo

Matthew Inzeo has submitted his resignation from the Public Safety Advisory Committee.

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

*22. Request for Use of City Facilities

Suggested Action:

Reference: Letter, Vanessa van der Have, 01/14/2020

The City has received a request from the Eleanor Roosevelt High School Grad Night Committee for use of the Youth Center from 2:00 p.m. to 10:00 p.m. on May 28th and from 9 a.m. on May 29th to 6:00 a.m. on May 30th. They also request use of the Greenbelt Aquatic and Fitness Center from 12:00 a.m. to 4:00 a.m. on May 30th. Greg Varda, Acting Director of Recreation, has indicated Recreation staff will be able to accommodate this request. In the past, the City has waived the facility rental fees but the committee remains responsible for all costs incurred for Recreation personnel. Approval of this item on the consent agenda will indicate Council's intent to approve the waiver of facility rental fees for this event.

[2020 Grad Night Letter Request to Greenbelt.pdf](#)

*23. Greenbelt Middle facility use request for Billy Owens Smith repast

Suggested Action:

Mayor Byrd requested that this item be added the consent agenda. Approval of this item would direct staff to submit a facility use application on behalf of the City related to the family using Greenbelt Middle for the Billy Owens Smith repast.

V. MEETINGS

Meetings
[meetings.pdf](#)

Stakeholders
[Stakeholder Schedule.pdf](#)

City Council Agenda Item Report

Meeting Date: January 27, 2020

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Presentations

Agenda Section:

Subject:

Recognition of Jeffrey Williams, City Treasurer

Suggested Action:

Jeffrey Williams is retiring after 30 1/2 years of service as Greenbelt's City Treasurer at the end of January. Mr. Williams has provided exemplary service to the Finance Department for many years.

Council will recognize Mr. Williams' service as this will be his last regular meeting with the City as City Treasurer.

Attachments:

City Council Agenda Item Report

Meeting Date: January 27, 2020

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Meeting Minutes

Agenda Section:

Subject:

* Minutes of Council Meetings

Suggested Action:

Regular Meeting - November 13, 2018

Regular Meeting - January 14, 2019

Work Session - November 18, 2019

Regular Meeting - November 25, 2019

Work Session - December 4, 2019

Regular Meeting - December 9, 2019

Work Session - January 6, 2020

Interview - January 13, 2020

Attachments:

[RM181113.pdf](#)

[RM190114.pdf](#)

[WS191118.pdf](#)

[RM191125.pdf](#)

[WS191204.pdf](#)

[RM191209.pdf](#)

[WS200106.pdf](#)

[INT200113.pdf](#)

REGULAR MEETING OF THE GREENBELT CITY COUNCIL held Tuesday, November 13, 2018.

Mayor Jordan called the meeting to order at 8:03 p.m.

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

ALSO PRESENT were Nicole Ard, City Manager; Jason Deloach, City Solicitor; David E. Moran, Assistant City Manager; Dale Worley, Director of Information Technology; Beverly Palau, Public Communications Coordinator; and Bonita Anderson, City Clerk.

Mayor Jordan asked for a moment of silence in memory of Greenbelt residents Jesse W. McCullough, Harold Atwood Anderson, and Fred Wilcox; former residents Cecilia Gill Brinsko and James Edward Keifline IV and also the victims of the Pittsburgh Synagogue Massacre, the Thousand Oaks, California shooting and California Wildfire. Mr. Putens then led the pledge of allegiance to the flag.

APPROVAL OF CONSENT AGENDA: Ms. Davis requested that the minutes of the Regular Meeting of June 4, 2018, be removed from the consent agenda. Ms. Mach requested that the minutes of the Regular Meeting of October 8, 2018, be removed. With these changes, it was moved by Mr. Putens that the consent agenda be approved. Mr. Byrd seconded. The motion passed 7-0.

Council thereby took the following actions:

Minutes:

Work Session, March 28, 2018
Work Session, April 4, 2018
Work Session, April 11, 2018
Work Session, April 18, 2018
Work Session, April 30, 2018
Work Session, May 9, 2018
Regular Meeting, May 29, 2018
Regular Meeting, June 18, 2018
Work Session, June 20, 2018
Work Session, July 18, 2018
Interview, September 11, 2018
Special Meeting, September 11, 2018
Interview, September 24, 2018
Special Meeting, October 10, 2018
Interview, October 15, 2018
Interview, October 22, 2018
Approved as presented.

Committee Reports:

Community Relations Advisory Board (CRAB) Report 2018-2 (Community Pledge): Council accepted this report and will consider it on a future agenda.

Board of Elections Report #18-1, (Recommendation to Amend Chapter 8 “Elections” Section of the City Code): Council accepted this report and will consider it on a future agenda.

Reappointment to Advisory Group: Council reappointed Michael Lee to a new term to the Park and Recreation Advisory Board.

Appointments to Advisory Groups: Council appointed Warren Wilcox to the Senior Citizen Advisory Committee and Efrat (Effie) Levner to the Arts Advisory Board.

APPROVAL OF AGENDA: Mr. Byrd requested the “Annual Holiday Decorating Contest” be added to the agenda as #16. Mayor Jordan requested “Removable Billboard Ordinance” be added to the agenda as #17. With these changes, it was moved by Mr. Putens and seconded by Mr. Byrd that the agenda be approved as presented. The motion passed 7-0.

PRESENTATIONS:

Municipal Government Works Month Proclamation: Mayor Jordan read a Proclamation declaring November as Municipal Government month. Beverly Palau, the City’s Public Information and Communications Coordinator, accepted the proclamation. Ms. Palau provided an overview of the many activities sponsored by the City as part of Municipal Government Month. She also presented to Council a map created by her assistant Ms. Sterling, which describes the City’s office buildings that will be posted to the website for information.

Critical Infrastructure Security and Resilience Month: Mayor Jordan read the Proclamation declaring November as Critical Infrastructure Security and Resilience Month. Dale Worley, the City’s Director of Information Technology, accepted the proclamation. Mr. Worley provided an overview and background of the proclamation.

PETITIONS AND REQUESTS: None

ADMINISTRATIVE REPORTS: MPO Potts spoke about “No Shave November” which is part of Prostate Cancer Awareness Month. He stated several members of the Police Department had participated and raised \$1,600 to support cancer prevention, research, and education.

Ms. Ard recognized employees who participated and staffed the Veteran’s Day Ceremony event. She also announced that an offer had been made for the Economic Development position.

LEGISLATION: None

GRANT FOR MISHKAN TORAH: It was moved by Mr. Byrd to issue a \$500 block grant to Mishkan Torah to support efforts to increase security at the synagogue following the massacre of eleven people at the Tree of Life synagogue in Pittsburgh, PA. There was no second for this motion. There was discussion from Council. Ms. Mach indicated that she was in support of the idea, but the motion was premature and the City needed to reach out to the other faith-based organizations to discuss their needs. Ms. Pope agreed with Ms. Mach and indicated that \$500 is not enough to increase security. Ms. Pope suggested a donation towards the victim fund. Ms. Davis suggested the funds go toward helping the mentally ill. She also suggested the City website be set up to allow residents to donate to the organization.

Aileen Kroll, Greenbelt Resident, expressed her concerns about the rise of anti-Semitism. She was in support of the motion.

Rebecca Hursh, a member of Mishkan Torah, indicated that the grant would help with research in upgrading their security system. Ms. Ard noted that she had reached out to the City's Police Department, requesting that outreach be provided to the surrounding faith-based organizations about their security concerns.

Mr. Roberts stated that he was unaware that the City provided block grants. He asked that the City implement a fair process to distribute block grants. Several residents expressed their concerns about recent events. Mayor Jordan suggested the City have a formal meeting with faith-based organizations.

Mr. Putens left the meeting at 9:18 pm.

COUNCIL ACTIVITIES: Councilmembers reported on their attendance at the following activities and events:

National League of Cities Conference in Los Angeles – Mayor Jordan, Ms. Davis, Ms. Mach, Ms. Pope, Mr. Putens and Mr. Byrd
Veteran's Day Ceremony, Roosevelt Center – Mr. Roberts
MML Outreach Engagement Committee – Ms. Mach
Cookies at the Bridge – Ms. Mach
Public Safety Awards Ceremony – Mayor Jordan, Ms. Mach, Ms. Davis, Mr. Byrd, Ms. Pope
Boxwood Association Presentation by Brian Townsend – Ms. Mach
Walk for Health, Buddy Attick Lake – Ms. Pope
Central Maryland Transportation and Mobility Commission Meeting – Ms. Davis
Arts Advisory Board Meet and Greet – Ms. Davis and Mr. Byrd
Retirement Reception at Maryland Municipal League – Ms. Davis
Memorial Service Mishkan Torah – Mayor Jordan, Ms. Davis, Ms. Pope, Mr. Putens and Mr. Byrd
Costume Parade – Mayor Jordan, Ms. Davis, Ms. Mach, Ms. Pope, Mr. Putens and Mr. Byrd
Breast Cancer Walk at Springhill Lake – Ms. Pope
NLC Forum Foundation Leaders – Mayor Jordan
GEAC Meeting – Mayor Jordan, Ms. Davis, and Ms. Pope
Washington Area Bicycle Association Ride, Buddy Attick Park – Mayor Jordan

North County Mayors Meeting, Greenbelt Municipal Building – Mayor Jordan
Windsor Green Reception for Judith & Derek Thompson – Mayor Jordan, Ms. Davis, Mr.
Byrd, Ms. Pope, Mr. Putens

COUNCIL REPORTS: Ms. Davis and Mayor Jordan provided a brief update about the classes they attended at the NLC Conference in LA.

ANNUAL HOLIDAY DECORATING CONTEST: It was moved by Mr. Byrd to establish an annual holiday decorating contest. There was a discussion on the pros and cons of establishing such a contest. It was moved by Mr. Roberts to refer this item to the following advisory boards: Community Relations Advisory Board, Parks and Recreation Advisory Board, and Arts Advisory Board.

Ms. Davis seconded.

The motion passed 6-0.

REMOVABLE BILLBOARD ORDINANCE: Mayor Jordan requested that this item be added to the Council Action Report. This item was referred to the City Solicitor to draft an ordinance.

MEETINGS: Council reviewed the meeting schedule.

ADJOURNMENT: Ms. Mach moved to adjourn the meeting. Ms. Pope seconded. The motion passed 6-0.

Mayor Jordan adjourned the regular meeting of Tuesday, November 13, 2018, at 10:13 p.m.

Respectfully submitted,

Bonita Anderson
City Clerk

"I hereby certify that the above and foregoing is a true and correct report of the regular meeting of the City Council of Greenbelt, Maryland, held November 13, 2018."

Emmett V. Jordan
Mayor

REGULAR MEETING OF THE GREENBELT CITY COUNCIL held Monday, January 14, 2019.

Mayor Jordan called the meeting to order at 8:01 p.m.

Present were Councilmembers Judith F. Davis, Colin A. Byrd, Leta M. Mach, Silke I. Pope, Edward V. J. Putens, Rodney M. Roberts and Mayor Emmett V. Jordan.

Staff members present were Nicole Ard, City Manager; David E. Moran, Assistant City Manager; Jason Martin, Environmental Coordinator; Brian Kim, Assistant Director of Public Works Department; Tim Houchens, Public Works; Molly Porter, Community Planner; Judith Howerton, Community Planner; Beverly Palau, Public Information and Communications Coordinator; and Bonita Anderson, City Clerk.

Mayor Jordan asked for a moment of silence in honor of Greenbelt residents Roger E. Wilson, Jr., Robert N. Soley, Jeanette Sargent Danahy, Dr. Anne Mills King, and Jacquelyn Sanders. Mr. Byrd led the pledge of allegiance to the flag.

CONSENT AGENDA – Ms. Mach requested that the minutes from August 6, 2018, Work Session, be removed. With this change, it was moved by Ms. Mach and seconded by Mr. Putens that the consent agenda be approved. Motion carried 7-0.

Council thereby took the following actions:

Minutes:

Work Session, September 12, 2018
Work Session, September 17, 2018
Work Session, September 26, 2018
Work Session, October 29, 2018
Work Session, October 31, 2018
Approved as presented

Resignation from Advisory Group: Council accepted the resignation of Brian Gibbons from the Advisory Planning Board, Pamela Gregory from the Board of Elections and Winard Britt from the Arts Advisory Board.

Reappointment to Advisory Group: Council appointed the following individuals to new terms on City Advisory Boards and Committees:

Syed Shamim	Advisory Planning Board
Betty Timer	Senior Citizens Advisory Committee
Frank Pearlman	Senior Citizens Advisory Committee
Donna Hoffmeister	Forest Preserve Advisory Board
Damien Ossi	Forest Preserve Advisory Board
John Paul Schmit	Forest Preserve Advisory Board

Appointment to Advisory Group: Council appointed James Drake as a member of the Advisory Planning Board.

ACE Report 2019-01 (2019 Grant Proposals): Council accepted this report and will consider it at the next meeting.

ACE Report 2019-02 (2018 Grant Program – Final Report): Council accepted this report.

Cable and Wireless Attorney Fees: Council approved the funding and entered an agreement with Best Best & Krieger, LLP to spend up to \$2,500.

APPROVAL OF AGENDA: Mayor Jordan requested “Waive the fees at the Greenbelt Aquatic & Fitness Center (GAFC) for Federal Employees” be added to the agenda. With this addition, it was moved by Ms. Pope and seconded by Mr. Byrd that the agenda be approved. The motion passed 7-0.

PRESENTATIONS:

Martin Luther King Jr. Day of Service Proclamation: Mayor Jordan read a Proclamation to recognize January 21st as Day of Service, in remembrance of Dr. Martin Luther King Jr. Environmental Coordinator Jason Martin received the proclamation and provided an update on events for the Day of Service.

Eleanor and Franklin Roosevelt Democratic Club Presentation: Former Councilman Konrad Herling presented the Council with a contribution in the amount of \$500 from the Eleanor and Franklin Roosevelt Democratic Club. Mayor Jordan noted that the emergency relief fund will provide monetary assistance to Greenbelt residents facing eviction from a rental unit. The fund was held by the City and managed by GILA (Greenbelt Interfaith Leadership Association). A GILA volunteer will assess requests and determine if the resident is eligible for assistance. Residents seeking assistance are also given information about other City and County programs that may be helpful to them such as food distributions, food pantries and energy assistance programs. The fund relies on donations from religious organizations, City residents, clubs, and associations. No City funds are used for the fund.

PETITIONS AND REQUESTS:

Bill Manico, Mandan Road, expressed his concern about the Small Cell Ordinance notification. He also referenced Bill 7236 that was introduced by Congress. Ms. Davis provided background information about the ordinance. Mr. Byrd informed Mr. Manico that the Council received his email and that he is open to his suggestion.

Bill Orleans, Greenbelt resident, requested the City facilitate a meeting prior to the upcoming WMATA hearing on Thursday, January 31, at the Greenbelt Library with the board of directors for the WMATA Capital Operating Budget. He also expressed concerns about Green Ridge House’s HUD renewal and payment status during the federal government shutdown. Ms. Ard mentioned that the City will continue to monitor the situation to protect the residents during the

furlough. Mayor Jordan requested that staff send correspondence to GRH residents to provide a status update.

MINUTES:

Statement for the Record - Executive Session of December 10, 2018: Ms. Davis moved that in accordance with the General Provisions Article, Section 3-306(c)(2) of the Annotated Code of Public General Laws of Maryland, the minutes of tonight's meeting reflect that Council met in executive session on Monday, December 10, 2018, at 7:05 p.m. in the Library of the Municipal Building. Council held this closed meeting in accordance with the General Provisions Article 3-305(b)(1) of the *Annotated Code of the Public General Laws of Maryland*, to discuss the City Manager's performance evaluation.

Vote to close session:

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

*Note: Mr. Putens arrived at 7:42 pm and Mr. Roberts arrived at 7:56 pm.

Council took no actions during this session.

Ms. Pope seconded.

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

Statement for the Record - Executive Session of January 2, 2019: Ms. Davis moved that in accordance with the General Provisions Article, Section 3-306(c)(2) of the Annotated Code of Public General Laws of Maryland, the minutes of tonight's meeting reflect that Council met in executive session on Wednesday, January 2, 2019, at 8:44 p.m. in the Library of the Municipal Building. Council held this closed meeting in accordance with the General Provisions Article 3-305(b)(1) and (7) of the *Annotated Code of the Public*

General Laws of Maryland, to discuss personnel matters in the Public Works, Police, Recreation & Planning and Community Development Department(s); and to consult with counsel to obtain legal advice on a legal matters with Long, VKM, To God be the Glory/Booker/Ager/Wells/Proctor Bankruptcy, Carson Bankruptcy, Booker Bankruptcy; and pending litigation - MAGLEV.

Vote to close session:

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

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

Council took no actions during this session.

Mr. Putens seconded.

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

ADMINISTRATIVE REPORTS:

Ms. Ard expressed her gratitude to employees who worked during the snowstorm.

LEGISLATION:

A Resolution To Authorize The Negotiated Purchase Of Professional Architectural/ Engineering Services For The Cherrywood Lane Green And Complete Street Retrofit Project From Charles P. Johnson & Associates, Inc. (CPJ) At A Cost Not To Exceed \$130,710.

Mayor Jordan read the agenda comments.

Ms. Mach introduced the resolution for the first reading.

OTHER BUSINESS:

Bike Share Presentation: Mayor Jordan read the agenda comments. Ms. Porter presented the five locations for the County bike share stations. Ms. Howerton presented background information about the locations. She also inquired if Council would like to have a location at the Greenbelt Metro Station. Council unanimously agreed to defer one of the proposed locations to instead allow a location at the Greenbelt Metro Station.

Council had concerns about the timeframe for responding to the County. Ms. Howerton noted that she will provide the County with feedback before the due date.

Greenbelt resident, Fred Gasper, distributed a map indicating five locations for the proposed bike-share stations. He also expressed concern about the lack of coverage for Greenbelt East.

Old Greenbelt Theatre HVAC Update: Mayor Jordan read the agenda comments. Mr. Kim provided Council with an update. Mr. Roberts expressed his concern about the location of the new system. Dr. Caitlin McGrath stated that the system will be environmentally friendly. Ms. Davis noted that the system will need to be maintained in order for the system to last.

Mr. Herling noted the past issues with the system and that he was in support of the new HVAC system.

Legislative Dinner Follow-Up: Mayor Jordan requested that the Council move forward with items discussed at the legislative dinner on December 17, 2018. He noted that the City's priorities were discussed at that dinner. He also noted that the City follow-up with Delegate Gaines's offer to arrange meetings for the City with WMATA about the Greenbelt Metro Station and the pathway from the station to residential Greenbelt Station.

Franklin Park Work Session Locations: Mr. Byrd moved to hold all future Franklin Park work sessions in Franklin Park or at the Springhill Lake Recreation Center unless otherwise requested by most of the City Council. There was no second to the motion. Mr. Byrd noted that the Franklin Park meetings have been held at the community center consecutively and that he added this item was a formality. Council consensus was to hold future Franklin Park work sessions at the Springhill Lake Recreation Center or other available facilities located near Franklin Park.

Christmas Eve as a Paid Holiday for City Employees: Mr. Byrd moved to have staff draft an amendment to Section 13-141 of the City Code that will give employees a day off on Christmas Eve whenever it falls on a weekday. There was no second to the motion. Ms. Mach stated that she was not in support of the motion because an employee can use leave for that time off. Ms. Pope indicated that the employees already receive a floating holiday that was approved by the Council.

Letter to President Trump on Federal Government Shutdown: Mr. Byrd moved to send a letter to President Trump on the Federal Government Shutdown. Mayor Jordan seconded the motion. Several Councilmembers indicated that they were not in favor of sending the letter as it may

have little impact. Other action to help the community was noted. The motion failed (2-5). Mr. Putens, Ms. Mach, Ms. Davis, Ms. Pope, and Mr. Roberts in opposition.

Mr. Putens left the meeting.

Council Activities:

Employee Holiday Party – Mayor Jordan, Ms. Davis, Mr. Byrd, Ms. Mach, and Ms. Pope
A Conversation about Homelessness, CARES – Ms. Davis and Mr. Byrd
MWCOG Annual Meeting – Mayor Jordan, Ms. Davis, Mr. Byrd, and Ms. Mach
ATHA Holiday Mixer and Ribbon Cutting – Mayor Jordan and Ms. Davis
Central Maryland Transportation and Mobility Commission, Public Hearing, Route Changes
– Ms. Davis
Santa Paws, WAGS, New Deal Café – Ms. Davis
Greenbelt Station Holiday Mixer – Mayor Jordan, Ms. Davis, Mr. Byrd, and Mr. Putens
Alice in Wonderland Ballet, 2018 Performance Club – Ms. Davis
Roosevelt Center Merchants Association meeting – Ms. Davis
Eagle Court of Honor, Jaden Dirksen, BSA Troop 214 – Mayor Jordan and Ms. Davis
Artist Reception, Sally Davies, ATHA – Ms. Davis, Ms. Mach, and Mr. Byrd
Greenbrook Lake Improvement Project presentation – Mayor Jordan and Ms. Davis
MML Legislative Committee, Annapolis – Ms. Davis
MML Legislative Reception, Annapolis – Mayor Jordan, Ms. Davis, Ms. Mach, and Mr. Byrd
Aerospace Corporation Ribbon Cutting – Mayor Jordan, Ms. Davis, Ms. Mach, and Mr. Putens
Cornucopia Artists Reception, Cedars of Lebanon – Ms. Davis

Waive the fees at the Greenbelt Aquatic and Fitness Center: Mayor Jordan moved to waive the fees at the Greenbelt Aquatic and Fitness Center for Federal employees who are currently furloughed. It was seconded by Ms. Davis. The motion passed 6-0.

Council Reports: None

MEETINGS: Council reviewed the meeting schedule.

ADJOURNMENT: Ms. Mach moved to adjourn the meeting. Ms. Davis seconded. The motion carried 6-0. Mayor Jordan adjourned the regular meeting of January 14th, 2019, at 10:36 pm

Respectfully submitted,

Bonita Anderson
City Clerk

"I hereby certify that the above and foregoing is a true and correct report of the regular meeting of the City Council of Greenbelt, Maryland, held January 14th, 2019."

Emmett V. Jordan

Mayor

DRAFT

WORK SESSION OF THE GREENBELT CITY COUNCIL held Monday, November 18, 2019, to discuss the Ground Floor East Space (GFES) – (formerly Adult Daycare Space).

Mayor Byrd started the meeting at 8:00 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, and Mayor Colin A. Byrd. Councilmember Silke I. Pope was absent.

Staff present were: Nicole Ard, City Manager; Greg Varda, Co-Acting Director of Recreation; Dr. Liz Park, Director of CARES; Christal Batey, Community Resource Advocate; Joe McNeal, Co-Acting Director of Recreation; Lisa Pellettiere, Program Specialist; and Shaniya Lashley-Mullen, Administrative Assistant.

Also present were: Dr. Caitlin McGrath, Executive Director Old Greenbelt Theatre; Stephan Brodd; David Turner; Jacob Chesnutt, Park & Recreation Advisory Board; Bill Orleans, and others.

Ms. Ard provided a brief history of the Ground Floor East Space (GFES) and provided a Power Point presentation. She noted the layout of the space has a large open shell area for office space and commented that the windows need work.

There was brief discussion on the windows. Ms. Davis asked was there still historic windows in that space. Mr. McNeal advised there are two or three historic windows in the GFES that weren't cleaned due to the previous private sector tenants. Based on a question from Mr. Roberts, Mr. McNeal stated he would follow-up with Mr. Sterling to see if the GFES windows could be included when the auditorium windows are renovated.

Ms. Ard stated there have been many ideas for the use of GFES. She outlined some of the programs and activities that CARES/Greenbelt Assistance in Independent Living (GAIL) and the Recreation Department provide the residents of Greenbelt. Ms. Ard advised this Spring/Summer that the Friends of the Old Greenbelt Theatre had leased the GFES and provided programs like the pop-up theatre.

Ms. Ard noted there are needs for space across several departments ranging from offices, meetings and storage. Mr. Roberts stated that he was opposed to using GFES for office space or a City Department. He noted the GFES should be for community use. Mr. Roberts also shared that the City could rent space from the private sector for one or more City departments.

Ms. Ard mentioned that a non-profit group and a private sector group including Greenbelt Access Television (GATe) had expressed interest in leasing the GFES.

Based on a question asked by Ms. Mach, Dr. Park stated CARES needed a large enough space to have all counseling sessions and a meeting area. She noted on Wednesday nights CARES has the Family Clinic, where there are seven teams of counselors who see 21 families. She noted there are also meetings at 5:00pm and at 9:00 pm.

Ms. Davis stated the Recreation Department has been using the GFES since the summer and the Arts Advisory Board (AAB) has suggested that the GFES continue to be used for recreation. Ms.

Davis suggested the space be used during the day for seniors. Ms. Davis also noted that a lot of departments need space, as the City has increased staff and services but not infrastructure to support the departments.

Mr. Jordan asked how the space is being utilized in all the City buildings. Ms. Ard suggested having a Space Study conducted and noted there was not enough space in the Municipal Building for CARES.

Based on a question asked by Mr. Jordan, Mr. Varda stated there was discussion but no budget for the renovation of the Youth Center. Ms. Ard stated Council had approved and staff completed the Facility Maintenance Study recently and the Recreation Master Plan. The related Building Reserve Fund was for the maintenance of buildings.

Dr. Park explained that the CARES office is double booked, with two counselors working out of the same office. She advised that their office is not only administrative space but also where CARES provides programming services to the residents. Dr. Park explained that CARES has several programs that are held in the Municipal Building, the Community Center, and the Springhill Lake Recreation Center. Dr. Park noted that the GFES is large enough to hold all of the CARES and GAIL staff and to provide services at one central location.

Ms. Batey advised the GAIL program currently provides pediatric and geriatric nurse services through two universities. She stated the nursing program has been extended to 16 nurses twice a week, year-around. Dr. Park answered Mayor Byrd's question, stating that if CARES doesn't get the space, the department will continue to operate by providing services in various locations.

Mr. Varda stated the Recreation Department has been using the GFES since the summer of 2019 for before and after care for the summer camps. He noted the Recreation Department currently plans to use the GFES for the Winter Youth Musical rehearsal space, the Greenbelt Museum Tour and art shares. Mr. Varda added that the GFES has increased the Recreation Department enrollments to various programs. Mr. Varda advised if the Recreation Department were able to continue to use the GFES in its full year, he estimated the department would be able to generate an additional \$30,000 - \$40,000 in revenue.

There was discussion on space functions within the City Buildings. Mr. Roberts asked if the City inquired about the St. Hugh's School space. Mr. Putens stated that space was being used. Ms. Davis noted that, while Ms. Pope was absent due to her injury, Ms. Pope mentioned that every department needs office space. Ms. Davis advised a Space Study needs to be conducted and, in the meantime, she did not want the GFES to stay empty.

Ms. Davis advised that the Council needed to have a Work Session beyond the Council Chambers, within other parts of the City. Ms. Ard stated that Ms. Palau expressed interest in having the Council's Work Sessions in Council Chambers for a quality broadcast.

Mr. Orleans, Greenbelt resident, stated that CARES and the Recreation Department both fulfill the needs of the community. Mr. Roberts answered Mr. Orleans question, stating that the GFES is 2,700 square feet.

Dr. McGrath noted that GFES was used for the before and after care for Summer Camps. She stated the Old Greenbelt Theatre used the GFES for the Pop-up Theatre, Story Time and Senior

Programing this summer.

Mr. Brodd advised he has been involved in two programs at the Community Center, the Creative Kids Camp and the Youth Musical. He noted having that space for the camps this summer made a tremendous difference. The private bathrooms and dressing rooms were a great help.

Mr. Chesnutt, Chair of Parks and Recreations Advisory Board, stated he supports the Recreation Department's recommendation on utilizing the GFES. He noted there is a demonstrated need for recreation space.

Ms. Pellettiere stated that if CARES gets that GFES, it would be unity for that department, but if the Recreation Department gets that GFES, it would be unity for the entire building. She noted that the Recreation Department could grow long term the GFES.

Ms. Mach suggested that the \$30,000 - \$40,000 additional revenue that was estimated by Mr. Varda could go towards renting space for CARES.

Mr. Varda stated the Recreation Department has a plan in place to extend the summer camps to Labor Day if allowed to use the GFES.

Several informational items were discussed.

The meeting ended at 9:08 p.m.

Respectfully submitted,

*Shaniya Lashley-Mullen
Administrative Assistant*

REGULAR MEETING OF THE GREENBELT CITY COUNCIL held Monday, November 25, 2019.

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

ROLL CALL was answered by 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.

ALSO PRESENT were Nicole Ard, City Manager; Brian Townsend, Assistant Director of Public Works-Parks; Todd Pounds, City Solicitor; and Shaniya Lashley-Mullen, Administrative Assistant.

Mayor Byrd asked for a moment of silence in honor of Greenbelt residents Dr. Lawrence Schmid, Debra Corsetti, and former resident Betty Lehman. Mr. Roberts then led the Pledge of Allegiance to the flag.

CONSENT AGENDA: Ms. Davis moved that the minutes of the Work Session on September 25, 2019, be removed. Ms. Davis also moved item #24, Resignations from Advisory Group be removed from the consent agenda. Mr. Putens seconded that the consent agenda be approved as amended. Motion carried 6-0.

Council thereby took the following actions:

Minutes:

Work Session, September 4, 2019
Regular Meeting, September 9, 2019
Work Session, September 11, 2019
Work Session, October 2, 2019
Work Session, October 16, 2019
Interview, November 13, 2019
Approved as presented.

Committee Reports: None

Employee Special Holiday: Council approved an employee special holiday for employees to use whenever they wish during the remainder of the fiscal year.

Letter of Support – Restore Our Parks & Public Lands Legislation: Council approved sending a letter of support to the City's Congressional Delegation.

Letter to State Highway Administration – Street Light at Hanover Parkway and Greenbelt Road: Council approved sending a letter.

Request for Qualifications for Legal Services Related to Maglev and Highway Widening Projects: Council approved on issuing a Request for Qualifications (RFQ).

Prince George's County Memorial Library System Memorandum of Understanding:
Council approved the Memorandum of Understanding (MOU).

Appointments to Advisory Board: Council appointed Tom LeaMond to the Arts Advisory Board (AAB) and Jackson Tuthill to the Youth Advisory Committee (YAC).

APPROVAL OF AGENDA: Ms. Davis moved to add item #26, Council Referrals. Mayor Byrd seconded that motion. It was moved by Mr. Putens and seconded by Ms. Pope that the agenda be approved as amended. Motion carried 6-0.

PRESENTATIONS: None

PETITIONS AND REQUESTS:

Bill Orleans, Greenbelt resident, shared his concern regarding the Election Board handling of absentee and early voting ballots.

ADMINISTRATIVE REPORTS:

Ms. Ard advised that Phase III work on the Spillway was on hold and plans for redesign will address some the geotechnical concerns that are under review by the Maryland Department of the Environment (MDE). She noted an Environmental Consultant was working with the City. An aerator was purchased and installed.

Ms. Ard thanked staff in advance who would be working the Gobble Wobble. She also congratulated Mr. Joe Doss on his retirement of 31 years from Public Works.

Ms. Pope requested a status update on the State's repair of the ramp from Edmonston Road to Kenilworth Ave. She advised Public Works has patched the ramp but the ramp is beyond repair. Ms. Ard noted she would follow up with the State Highway Administration.

There was discussion on the reimbursement request from the Old Greenbelt Theater to the Finance Department.

LEGISLATION: None

OTHER BUSINESS

Award of Purchase – Dump Truck

Mayor Byrd read the agenda comments.

Mr. Roberts shared his opinion that the dump truck, F550 four-wheel drive, as too big and a waste of energy, so he was going to vote against the motion.

It was moved by Ms. Pope and seconded by Mr. Putens to approve the purchase of a 2020 Ford F-550 Dump Truck per State of Maryland Blanket Purchase Order (BPO) # 001B8400149 from Apple Ford Fleet/Government Sales, at a cost of \$84,133.80.

Mr. Townsend stated the purchase of this dump truck was to replace the 2004 F550 four-wheel drive dump truck. He noted the only difference between the two dump trucks is the 2020 will have a stainless steel body versus a steel body.

There was discussion on two-wheel drive versus four-wheel drive trucks. Mr. Roberts stated a two-wheel drive costs less to purchase than a four-wheel drive, it needs less maintenance, and it uses less fuel. Mr. Townsend stated that the two-wheel drive is cheaper to purchase, but you would have to replace the chains for snow usage. He also noted that the four-wheel drive dump truck was more versatile.

Mr. Orleans suggested placing heavy-duty electric vehicles in service.

The motion passed 5-1 (Roberts opposed).

Letter of Support – County Library System Archivist

Mayor Byrd read the agenda comments.

It was moved by Ms. Davis and seconded by Mayor Byrd to send a letter of support for the Prince George's County Library System to hire of an Archivist.

Mr. Roberts stated the Tugwell Collection needs to be moved out of the location where it is being stored.

Mr. Jordan suggested Council and staff explore the possibility of offering a one-time grant to assist in digitizing the Tugwell Collection.

Ms. Davis suggested staff contact the Friends of the Library to find out if they are planning any celebration for the Library's 50th Anniversary.

The motion passed 6-0.

2020 Legislative Program

Mayor Byrd read the agenda comments.

It was moved by Ms. Davis to accept the 2020 Legislative Program with a reordering of items.

There was discussion on reordering the priorities.

Mr. Jordan proposed that Council make a request for a State Bond to provide for the completion of the trail and recreation amenities at Greenbelt Station. He noted the property near Branchville

Road for development of a park or dog park. Mr. Jordan also suggested the State Bond could be used for recreation amenities or landscaping. Ms. Davis suggested a community center at Greenbelt Station.

Ms. Davis mentioned that neither the State nor the County funds the Greenbelt Metro. She stated Council can note the concern to the delegation but that the discussion was best for sharing with the Washington Metro Transit Authority (WMATA).

Mayor Byrd seconded the motion.

The motion passed 6-0.

National League of Cities Services Line Warranty Program:

Mayor Byrd requested that this item be removed from the agenda.

City Participation in an Opioid Lawsuit

Mayor Byrd read the agenda comments.

Mr. Jordan relayed that Ms. Mach stated she felt Council had already considered this issue and didn't think this would be a productive use of time to go forward with it.

There was discussion on joining the litigation and using the law firm of Theodora Oringer PC.

Ms. Pope requested additional information, including the cost to the City and Mr. Pounds' input. Mr. Jordan requested Mr. Pounds and staff review the lawsuit.

Mr. Roberts stated he supports the basic issues, but he wanted to know who was being sued, for example which drug companies. Mr. Roberts motioned to defer the City's participation in opioid lawsuit to the next meeting.

The motion passed 6-0.

Federal Legislation – Surprise Medical Billing

Mayor Byrd read the agenda comments.

Mayor Byrd noted when the City sends correspondence to Representative Hoyer it would be appropriate to address him as Leader Hoyer.

It was moved by Mayor Byrd and seconded by Ms. Davis to send a letter to the City's Congressional delegation requesting support for Federal legislation that would include Independent Dispute Resolution (IDR) to help address surprise medical billing.

The motion passed 6-0.

Council Activities:

- Senator Ben Cardin's Meeting with the Postal Service and Postmasters/Officers-In-Charge (OICs) (Mayor Byrd, Mr. Jordan, Ms. Davis)
- Halloween Costume Parade (Mayor Byrd, Mr. Jordan, Ms. Davis, Ms. Mach, Mr. Putens)
- County Executive Angela Alsobrooks, Community Conversation, Eleanor Roosevelt High School (Mr. Jordan, Ms. Davis)
- Radio Interview on All Things Coop, New Deal Café (Ms. Mach)
- Empty Bowls, Greenbelt Community Church (Mr. Jordan, Ms. Davis, Ms. Mach, Mr. Roberts, Mr. Putens)
- Veterans Day Commemoration (All)
- Chesapeake Bay Policy Committee, Council Of Governments, called in (Ms. Davis)
- Utopia Film Festival Opening Reception (Mayor Byrd, Mr. Jordan, Ms. Davis, Ms. Mach)
- National League of Cities City Summit, San Antonio (Mayor Byrd, Mr. Jordan, Ms. Davis, Ms. Mach, Mr. Putens)
- Greater Washington Board of Trade, Transportation Forum Connecting Our Future (Mr. Jordan)
- Council Of Governments Meeting (Mr. Jordan)
- Capital Trails Coalition Meeting (Mr. Jordan)
- Judge Alexander Williams, Jr. Center for Education, Justice & Ethics Lecture (Mr. Jordan)
- PGCMA/MCMA Joint Meeting (Mr. Jordan)
- County Council At-Large Calvin Hawkins Municipal Breakfast (Mr. Jordan)
- Joint Rotary Club Silent Auction (Mr. Jordan)
- Greenbelt Coop Annual Meeting (Mayor Byrd, Mr. Jordan, Ms. Davis, Ms. Mach)
- Old Greenbelt Theatre Re-Opening (Mayor Byrd, Mr. Jordan, Ms. Davis, Ms. Mach, Mr. Putens)

Council Reports: None

Resignations from Advisory Group

Ms. Davis moved to accept Mary Thomas, Public Safety Advisory Committee; Ronald Lonicki and Mark Granfors-Hunt, Arts Advisory Board; and Nicole Williams, Advisory Planning Board resignations with regret.

Mayor Byrd seconded the motion.

The motion passed 6-0.

Council Referral

Ms. Davis moved to send a referral to the Senior Citizens Advisory Committee (SCAC) and Community Relations Advisory Board (CRAB) to explore how to celebrate Greenbelt Residents who have celebrated their 100th birthday.

Ms. Davis moved to send a referral to the Greenbelt Advisory Committee on Environmental Sustainability & Park and Recreation Advisory Board to explore how to celebrate the 50th Anniversary of Earth Day, April 22, 2020.

Ms. Davis moved to send a referral to the Advisory Committee on Trees to research the Tree Canopy Enhancement Program (TCEP).

Mayor Byrd seconded the motion.

The motion passed 6-0.

MEETINGS: Council reviewed the meeting schedule.

Closed Session: Mr. Jordan moved that Council schedule a Closed Session on December 16, 2019 following the Jane Realty Apartment Work Session in accordance with the Section 3-305(b)(1) of the General Provisions Article of the Annotated Code of the *Public General Laws of Maryland*, to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals.

The purpose of this meeting will be personnel matters – Administration (Economic Development, Finance, Human Resources, IT, and Museum) Recreation, Public Works, Police, Planning, and CARES.

Mayor Byrd seconded.

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

Closed Session: Mr. Jordan moved that Council schedule a Closed Session on December 10, 2019, at 8:00 p.m. in accordance with the General Provisions Article 3-305(b)(9) of the Annotated Code of the *Public General Laws of Maryland*, to conduct collective bargaining negotiation or consider matters that related to the negotiations.

Ms. Davis seconded.

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

ADJOURNMENT: Mr. Putens moved to adjourn the meeting. Mayor Byrd seconded. The motion passed 5-0.

Mayor Byrd adjourned the regular meeting of Monday, November 25, 2019, at 10:10 p.m.

Respectfully submitted,

Shaniya Lashley-Mullen
Administrative Assistant

"I hereby certify that the above and foregoing is a true and correct report of the regular meeting of the City Council of Greenbelt, Maryland, held on November 25, 2019"

Colin A. Byrd
Mayor

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 living 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 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 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 panel to double

panel. 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 aide 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 the first half of the year was cleaning up the lease at Franklin Park by locating 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 the 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 the 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 the 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 treetop off 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 buildings; 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. 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. 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 have six activate playgrounds, two pools but the pool on Cherrywood Terrace currently needs repairs. Ms. Davis suggested Franklin Park look into amenities for the seniors.

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

Mr. Pauley stated that Franklin Park had a community garden, but nobody used it due to the 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 than 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 cover 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. Davis, a resident of Franklin Park, noted that a recycle bin should be near the trash dumpsters.

Ms. Paterson 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 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*

REGULAR MEETING OF THE GREENBELT CITY COUNCIL held Monday, December 9, 2019.

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

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

ALSO PRESENT were Nicole Ard, City Manager; Todd Pounds, City Solicitor and David E. Moran, Assistant City Manager.

Mayor Byrd asked for a moment of silence in honor of Greenbelt resident Peter Hawley Walpole and former residents Catherine S. Cawley and Marjorie Hope Markowich. Ms. Davis then led the pledge of allegiance to the flag.

CONSENT AGENDA: Mr. Jordan added item 16 titled “Support for EPA Grant Related to Pollution Prevention Projects” to the consent agenda. It was moved by Mr. Putens and seconded by Mr. Jordan the consent agenda be approved with that amendment. The motion passed 7-0.

Council thereby took the following actions:

MINUTES OF COUNCIL MEETINGS

Regular Meeting - January 28, 2019

Work Session - September 25, 2019

Interview - November 18, 2019

Interview - December 2, 2019

Approved as presented.

COMMITTEE REPORTS:

Senior Citizens Advisory Committee Report (Open Forum of September 21, 2019): Council accepted this report.

Advisory Planning Board Report #2019-11 (Detailed Site Plan – NRP Multi-family Development Proposal): Council accepted this report.

Forest Preserve Advisory Board Report # 2019-07 (Updates to the Forest Preserve Stewardship Guidelines): Council accepted this report.

Greenbelt Advisory Committee on Environmental Sustainability - (Detailed Site Plan - NRP Multifamily Development Proposal): Council accepted this report.

RESIGNATION FROM ADVISORY GROUP: Council's accepted Ms. Hammett's resignation with regret.

LETTER - THANK YOU TO THE PRINCE GEORGE'S COUNTY SCHOOL BOARD OF EDUCATION: Council approved the letter.

LETTER - MARYLAND - NATIONAL CAPITAL PARK AND PLANNING COMMISSION: Council approved the letter.

LETTER - SURPRISE MEDICAL BILLING: Council approved the letter.

SUPPORT FOR EPA GRANT RELATED TO POLLUTION PREVENTION OUTREACH AND PROJECT: Council approved that the City send a letter in support of the Environmental Finance Center's application for a grant that would fund the Environmental Finance Center's work with several municipalities in Maryland to help them do pollution prevention outreach to residents.

APPROVAL OF AGENDA: Ms. Davis added "Letter to Prince George's Chamber of Commerce." Mr. Putens seconded. The motion passed unanimously. Mayor Byrd added "Donation to Greenbelt Cares." Mr. Jordan seconded. The motion passed unanimously. Mr. Putens moved approval of the agenda as amended. Ms. Davis seconded. The motion passed 7-0.

PRESENTATIONS: There were none.

Pat Wickersty presented a donation from the Eleanor and Franklin Roosevelt Democratic Club for \$500 to Greenbelt CARES.

PUBLIC HEARING - ORDINANCE TO REVISE FOREST PRESERVE ARTICLE: Mayor Byrd read the agenda comments. There were no comments.

PETITIONS AND REQUESTS:

Bill Orleans, resident of Greenbelt, requested that the City Solicitor investigate a particular United States Citizen and Immigration Service (USCIS) form. Mr. Pounds responded that Mr. Orleans was asking for an opinion and he expressed concern about providing an opinion at the request of a resident. He also expressed concern that an opinion on a USCIS form could create a liability issue for the City or be relied upon by others.

MINUTES OF COUNCIL MEETINGS

Statement for the Record – October 30, 2019

Mr. Jordan moved that the minutes of tonight's meeting reflect that Council met in closed session on Wednesday, October 30, 2019 at 9:53 p.m. in the Library of the Municipal Building. Council held this closed meeting: 1) to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals; 2) to consult with legal counsel regarding pending legal matters.

Vote to close session:

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

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

Other individuals in attendance: None

Council took no actions during this session.

Ms. Davis seconded.

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

ADMINISTRATIVE REPORTS: Ms. Ard thanked everyone who worked on the Festival of Lights activities. She also thanked CARES and Combined Properties for the Breakfast with Santa program.

Ms. Ard noted a clarification regarding a resignation from the Public Safety Advisory Committee (PSAC) at the last meeting, noting that resident Mary Johnson did not wish to resign from PSAC. Ms. Ard reported that when she spoke with Ms. Johnson, she indicated she wanted to explore additional committee assignments. Mr. Putens moved to add “Reinstatement of Mary Johnson to PSAC” to the agenda. Mr. Putens seconded. The motion passed unanimously.

Ms. Davis reported a sinkhole at the top of Periwinkle Court at the center of the cul-de-sac. She also noted a pipe with running water getting all over the stairs leading from Roosevelt Center to the Arts Center. Ms. Davis shared a concern regarding a flyer that was distributed on Hanover Parkway. She asked how Greenbelt Station residents were notified about the work session with Greenbelt Station. Ms. Ard reported that the City had a new contact for the homeowners association. She also indicated it was on social media.

Mr. Jordan noted a metal plate missing near the entryway to Public Works. He asked if there was any follow-up communication with Clean Water Partners regarding their request. Ms. Ard responded that they had paid the permit fee.

Mayor Byrd mentioned the recent shots fired near Eleanor Roosevelt High Schools and noted that many residents were concerned.

Ms. Pope asked about the State Highway Administration's (SHA) paving of the Edmonston ramp. Ms. Ard did not have an update from SHA.

Chief Bower reported on the Police response to the shootings in Greenbriar. He noted an increased police presence in the area and believed the shootings were related to school activities.

Ms. Pope referenced a rumor and asked if the City was planning to close the animal shelter. Ms. Ard responded that the rumor was not true. Chief Bowers responded that there were staff shortages. He indicated that nothing had changed regarding the use of volunteers,

LEGISLATION: There was none.

OTHER BUSINESS

NRP MULTIFAMILY DEVELOPMENT PROPOSAL- CAPITAL OFFICE PARK (DETAILED SITE PLAN): Mayor Byrd read the agenda comments.

Judith Howerton, Community Planner, presented a brief powerpoint presentation. She noted the development was named Motiva.

Ms. Howerton presented a list of revised conditions as follows:

1. The Applicant agrees to limit as much as practicable air conditioning condenser units along its Cherrywood Lane frontage. Where unavoidable, the Applicant shall site the units to minimize aesthetic impacts (i.e. limit/reduce the visibility of the units from Cherrywood Lane.) by revising the Landscape Plan to include appropriate screening to be reviewed by the City.
2. The Applicant agrees to consider solar installation on the clubhouse and to submit evidence of such consideration to the City within six (6) months of DSP certification by M-NCPPC.
3. The Applicant agrees to submit a detailed list of equipment and plantings proposed for the dog park and tot lot including, but not limited to, play equipment and either a shade structure or shade trees prior to certification of the DSP by M-NCPPC.
4. The Applicant agrees to work with the City Arts Coordinator on identifying potential opportunities for the installation of public art within the social space at the proposed bike share station.
5. The Applicant agrees to revise the Detailed Site Plan to remove the eight (8) parking spaces at the main exit of the development (extension of Ivy Lane on the left) and to revise the Landscape Plan to formalize the space into a site amenity or landscaped area that compliments the plaza and landscaping on opposite side of the street prior to certification of the DSP by M-NCPPC.
6. The Applicant agrees to revise the Detailed Site Plan to show reverse angled parking along the main access drive.
7. The Applicant agrees to revise the Detailed Site Plan to provide a marked pedestrian crossing across the main entrance to connect the sidewalks serving the western building to

the sidewalks serving the eastern building at a location in close proximity to the proposed plaza area.

8. The Applicant agrees to submit a LEED or equivalent scorecard demonstrating how the project incorporates green and sustainable building practices prior to the issuance of the U & O.
9. The Applicant agrees to contact PEPCO for the purpose of exploring available incentives to improve energy efficiency and to provide the City evidence of such contact prior

Ms. Pope asked if the dog park would have water. Ms. Howerton responded yes. Ms. Davis asked about dog park lighting. Mr. Tedesco responded that there would be sufficient lighting.

Mr. Putens departed the meeting at 9:05pm.

Ms. Davis asked about the entrances to the building and a connection between the two. Mr. Tedesco illustrated a recent drawing showing a pedestrian connection near the plaza,

Ms. Davis was supportive on the proposed conditions. She asked about a condition for a tenants association. Mr. Tedesco indicated they planned to have residents association and these groups exist at their other projects. Ms. Davis asked about screening and buffering. Ms. Howerton indicated that staff had seen a revised plan. Ms. Davis asked about dog waste stations. Mr. Tedesco responded that these would be dispersed throughout the site. Ms. Davis asked about the potential roundabout. Mr. Tedesco responded that roundabout was being considered and this would be determined at the time an access permit was granted.

Ms. Davis also noted the need for News Review distribution. She also discussed the need to develop a recreation plan and the need for additional school capacity.

Mr. Jordan asked about coordination with the Federal Courthouse. Mr. Tedesco responded they had not received any comments from the Courthouse. Mr. Jordan appreciated the accommodations that had been made. Mr. Jordan regretted that there was no retail,

Ms. Pope stressed the need to be proactive about schools.

Ms. Pope moved that Council support with conditions listed on attached document titled 'NRP Greenbelt Metro Station (Capital Office Park) DSP Conditions' and further recommends that the City Council transmit a letter to the planning Board stating their support along with the conditions. Ms. Davis seconded.

Mr. Roberts stated he would vote against the development because of converting a commercial property to a residential property. He also mentioned the lack of schools to serve the area.

Ms. Mach reiterated the potential for retail at the site. She noted the nearby courthouse and office park and encouraged them to think about a cooperative child care center.

Mr. Orleans suggested that Council not rush the endorsement of the project. He expressed concern that the recreation amenities were on site. Mr. Orleans stated there should be further discussion and suggested Mack-Cali might want to donate the land this land to the City.

Ms. Davis stated that it was important for these residents to be part of the City.

Mr. Roberts stated that developers have given land to the City in the past.

Mr. Jordan called the question. Ms. Mach seconded. The motion passed 5 to 1 (Roberts).

The original motion passed 4 to 2 (Roberts, Byrd).

AXON CONTRACT RENEWAL - POLICE BODY CAMERAS, TASERS & RELATED TRAINING: Mayor Byrd read the agenda comments.

Ms. Davis appreciated the training associated with the contract. She asked about the cost. Chief Bowers responded there would be a cost increase.

Mr. Jordan asked about dashboard cams. Chief Bowers responded there was a significant expense to implement this program.

Ms. Pope moved that Council approve the contract. Mayor Byrd seconded.

Mr. Orleans asked about training. He did not believe a vendor should provide training to City employees. Mr. Orleans asked how the City would accomplish implicit bias training.

Mr. Roberts asked about if the newer technology was more dangerous to citizens. Captain White responded that nothing changes with the amperage. He noted the new design (probe spread) was better for close encounters. Mr. Roberts asked about using a BolaWrap. Capt. White responded that this was something the Department was keeping an eye on it.

The motion passed 6 to 0.

MEMORANDUM OF UNDERSTANDING - RING DOORBELL: Mayor Byrd read the agenda comments.

Ms. Pope stated this was a great tool and noted other jurisdictions were using it. Chief Bowers indicated about 600 jurisdictions were using it.

Ms. Pope moved that Council approve the Memorandum of Understanding (MOU). Ms. Davis seconded.

Ms. Davis stated she was glad to see the City moving forward with this project.

Mr. Jordan asked if there was ability for residents to opt-out. Chief Bowers responded that homeowners and users of the device maintain control of their video.

Ms. Pope departed the meeting at 9:57pm.

Mr. Orleans was not comfortable with the City executing a standard MOU. He also expressed concern about the company using having access to the video.

The motion passed 5 to 0.

CITY PARTICIPATION IN AN OPIOID LAWSUIT: Mayor Byrd read the agenda comments.

Ms. Davis noted that it was not going to cost the City any money.

Mr. Roberts wanted some funds to address the problem of opioid addition. He asked for clarification on the cost issue.

Mr. Jordan asked about distributor's liability. He stated he was not enthusiastic about the proposal.

Ms. Mach stated that participation sends a message that we are not happy about this and stated this is a message the City should send,

Mayor Byrd believed there would be funds recovered and believed the municipalities would keep at least 50% of the recovery,

Mayor Byrd moved that Council join the Opioid Lawsuit. Ms. Mach seconded. The motion passed 5 to 0.

SUBMISSION OF COMMENTS ON PROPOSED BUREAU OF ENGRAVING AND PRINTING FACILITY AT THE BELTSVILLE AGRICULTURAL RESEARCH CENTER: Mayor Byrd read the agenda comments.

Ms. Davis suggested the City include comments that were presented at the public meeting including:

- 24 hour operation and traffic especially regarding trucks and safety.
- Wastewater treatment plant and 50,000 gallons released daily. How well will it be treated?
- Security lights and impacts on BARC and wildlife.
- History of violations by BEP re: water pollution.
- Possible road closures due to security requirements.
- The intensity of this project compared to the existing intensity.

Mr. Roberts wanted to make sure the City stated its opposition to the project. He noted a concern from the public meeting where participants got conflicting information in the small breakout rooms. Mr. Roberts suggested an additional letter asking to extend the comment period.

Mr. Roberts moved the City send the letter with comments as outlined. Mr. Roberts further moved sending a second letter to the Bureau of Engraving and Printing (BEP) requesting an extension of the comment period. Both letters would be copied to the City's congressional delegation.

Mr. Jordan wanted more information from the Beltsville Agricultural Research Center (BARC) such as a comprehensive land use plan. He had questions about traffic and wondered where the traffic would be coming from.

Mayor Byrd seconded.

Mr. Orleans stated the leadership at BARC had endorsed the proposal. He also indicated that the Friends of Agricultural Research - Beltsville (FAR-B) had not opposed the project. Mr. Orleans noted language in the farm bill that authorized the transfer of this parcel to BEP.

The motion passed 5 to 0.

APPOINTMENT OF COUNCIL MEMBERS TO METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS BOARD AND POLICY COMMITTEES: Mayor Byrd read the agenda comments.

Ms. Davis indicated that the Mayor should serve on the Board of Directors and the Mayor Pro Tem should serve as the alternate. She wanted to remain on the Chesapeake Bay and Water Resources Committee.

Ms. Mach indicated her desire to continue to serve on the Metropolitan Washington Air Quality Committee (MWAQC).

Mr. Jordan requested he be the lead for the Transportation Planning Board (TPB). He noted the Region Forward Coalition was not a policy making body and that anyone could attend these meetings.

Mr. Roberts indicated he wished to keep his position on the TPB.

There was discussion by Council about how to proceed to make the appointments.

Mr. Jordan moved the following appointments to COG Board and Policy Committees.

Board of Directors	-	Mayor Byrd
Alternate	-	Mr. Jordan
Transportation Planning Board	-	Mr. Jordan
Alternate	-	Mr. Roberts
Metropolitan Washington Air Quality Comm.	-	Ms. Mach
Alternate	-	Mr. Jordan
Region Forward Coalition	-	Ms. Davis
Alternate	-	Mr. Jordan
Human Services and Public Safety Policy Committee	-	Mr. Putens
Alternate	-	Ms. Pope
Climate, Energy and Environment Policy Committee	-	Ms. Mach
Alternate	-	Ms. Davis
Chesapeake Bay and Water Resources Policy Committee	-	Ms. Davis
Alternate	-	Mr. Putens

Ms. Davis seconded.

Mr. Roberts stated the motion was out of order and that Council had historically based these appointments on seniority.

Ms. Davis stated that in the past when another Council member was interested in the TPB, there had been an alternating schedule.

Mr. Roberts stated he was the only strong voice on the TPB and often spoke out on Greenbelt's viewpoints. He again stressed that in the past these appointments had been based on seniority and he should be able to keep his position.

Mr. Jordan stated his record of attendance at COG Board Meeting and previously at TPB meetings was stellar. He believed the appointments to these posts don't belong to anyone and after 10 years on Council he wanted to serve as the lead. He expressed a willingness to alternate.

Mayor Byrd observed that Mr. Jordan would be the alternate or lead for all three Policy Boards. Mr. Jordan noted he was not interested in being the alternate for MWAQC.

Mr. Roberts moved to table the motion because he wanted the full Council to vote on the motion. Mr. Byrd seconded. The motion failed 2-3 (Davis, Mach, Jordan).

Ms. Davis expressed a willingness to be the primary on Region Forward Coalition. She expressed the desire to have Greenbelt represented at TPB. Mr. Jordan agreed to amend his motion making Ms. Davis the primary for Region Forward.

Mayor Byrd stated that colleagues should consider revisiting this in January when the full Council was present as a courtesy to Mr. Roberts and based on the severity of the action. Mr. Jordan again agreed to be willing to alternate with Mr. Roberts and there was discussion about a 50/50 arrangement for meeting sharing on the TPB.

Mr. Roberts stressed that there shouldn't be a fight over these appointments and seniority should be followed as had been done in the past. He believed the vote was unfair and that he was being ejected from a Board he had served on for many years.

Ms. Davis noted that most positions at COG, you have to beg people to participate. She also indicated that a person who votes in the affirmative can make a motion to reconsider at the next meeting.

Mayor Byrd stated that the magnitude of this action. He indicated that none of the constituents knew this would be on the agenda this evening.

Mr. Jordan stated that elections matter and believed that Council Members deserve an opportunity to serve on these Boards. He indicated TPB was important to him.

Mr. Orleans believed more citizens should participate in this discussion. He stated that it is rare that a debate happens at TPB, but when it does it is often Mr. Roberts. He encouraged Council to defer action on this item.

Mayor Byrd indicated he was voting in the affirmative solely so he could make the motion to reconsider at the next meeting.

The motion passed 4 to 1 (Roberts).

COUNCIL ACTIVITIES: Ms. Mach reported her attendance at Festival of Lights on Friday and Sunday. She also reported on a Clean Air Partners meeting held December 9.

Ms. Davis reported on the following activities:

- 11/30 – American Legion Craft Bazaar (Davis & Putens)
- 12/1 – Greenbelt East Advisory Coalition (GEAC) Tree Lighting (Byrd & Davis)
- 12/3 – Sustainable Maryland Executive Committee Meeting (Davis)
- 12/4 – Business Coffee (Byrd & Davis)
- 12/5 – Prince George’s Municipal Association Legislative Dinner (Byrd, Jordan, Davis & Putens)
- 12/6 – Swearing-In Delegate Nicole Williams (Davis)
- 12/6 – City Tree Lighting (Byrd, Jordan, Davis, Mach & Putens)
- 12/6 – Greenbriar Volunteer Appreciation Party (Davis & Putens)
- 12/7 – Lions Club Breakfast w/Santa (Byrd, Jordan & Davis)
- 12/7 – Combined Properties Brunch with Santa (Byrd & Davis)
- 12/7 & 12/8 – City Arts & Crafts Fair (Jordan, Davis & Mach)
- 12/8 – Greenbelt Station Holiday Party (Jordan & Davis)
- 12/8 – Outdoor Holiday Farmers Market (Davis & Mach)
- 12/8 – GHI Membership Informational Meeting (Davis)
- 12/8 – Greenbelt Arts Center 40th Anniversary Reception (Byrd, Jordan & Davis)
- 12/8 – Community Church Concert (Jordan & Davis)

Mr. Jordan reported on the Arthritis and Pain Associates Annual Open House on December 6.

LETTER TO PRINCE GEORGE’S CHAMBER OF COMMERCE Ms. Davis moved that several Chambers had endorsed the proposed MAGLEV project. She wanted to send a letter similar to the one sent to the NAACP and invite Mr. Harrington to a future meeting. Ms. Mach seconded.

The motion passed 5 to 0.

Mr. Roberts stated that the City should not give its dues to the Chamber because it takes positions that are opposite to the City.

REINSTATEMENT TO PUBLIC SAFETY ADVISORY COMMITTEE: Mayor Byrd moved that Mary Johnson be reinstated to the Public Safety Advisory Committee. Ms. Davis seconded. The motion passed 5 to 0.

MEETINGS: Council reviewed the meeting schedule.

ADJOURNMENT: A motion to adjourn the meeting was made by Ms. Mach and seconded by Ms. Davis. The motion carried 5-0. The Mayor adjourned the Regular Meeting of December 9, 2019, at 11:23 p.m.

Respectfully submitted,

David E. Moran
Assistant City Manager

"I hereby certify that the above and foregoing is a true and correct report of the regular meeting of the City Council of Greenbelt, Maryland, held December 9, 2019.

Colin A. Byrd
Mayor

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 Bill Jones, 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 Davis, Manager of the 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 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 purchase 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 business 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 had 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 25th Anniversary and will be holding events on the 25th 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 volunteers 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." 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 Theater 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 were 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, lake dredging, 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 been improved, yet the Center short \$14,000 of funds to take care of the mold completely. Mr. Herling stated the Art Center was busy with the play production schedule and was hoped to expand the Art Center with other forms of art, including music.

Mr. Herling recalled that the decibel level coming from the church is sometimes impacted 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 or be modified 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 Prince George’s County Economic Development Corporation representative mentioned that the shuttle was an idea the Corporation would support.

Mr. Herling suggested to 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 indicting “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 saw 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 Theater. She noted that the “Save Me a Seat Campaign” raised \$120,000. Dr. McGrath advised the Old Greenbelt Theater is going to transform the Pop-Up into a permanent screening room and the 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 encourage cross discounts and push 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 take a cooperative roll 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 provides 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 was 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*

WORK SESSION OF THE GREENBELT CITY COUNCIL held Monday, January 13, 2020, for interviewing candidates for City Advisory Groups.

The meeting began at 7:21 p.m. It was held in the Library of the Municipal Building.

PRESENT WERE: Councilmembers Judith F. Davis, Emmett V. Jordon (7:23 pm), Leta M. Mach, Silke I. Pope, Edward V. J. Putens (7:28 pm), Rodney M. Roberts (7:54 pm) and Mayor Colin A. Byrd.

STAFF PRESENT: Shaniya Lashley-Mullen, Administrative Assistant.

Michael Lee was interviewed for appointment to the Youth Advisory Committee.

Keith Lake was interviewed for appointment to the Youth Advisory Committee.

The meeting was adjourned at 7:54 p.m.

Respectfully submitted,

*Shaniya Lashley-Mullen
Administrative Assistant*

City Council Agenda Item Report

Meeting Date: January 27, 2020

Submitted by: David Moran

Submitting Department: Administration

Item Type: LEGISLATION

Agenda Section:

Subject:

AN ORDINANCE TO AMEND SECTION 12-143 "FUNCTIONS" OF ARTICLE VIII, "FOREST PRESERVE ADVISORY BOARD", OF CHAPTER 12 "PARKS AND RECREATION" OF THE GREENBELT CITY CODE
- 2nd Reading

Suggested Action:

On September 25, 2019, the City Council held a Work Session with the Forest Preserve Advisory Board regarding proposed changes to the Forest Preserve Advisory Board Article of the Greenbelt City Code. This Ordinance makes changes to the functions of the Board.

At the Regular Meeting on January 13, Council Member Davis introduced this Ordinance for first reading. Staff recommends this Ordinance be introduced for second reading and adoption.

Attachments:

[Forest_Preserve_Advisory_Board_Ordinance.pdf](#)

[FPAB Report to Council 2019-7_AdvBrdGuidelineEdits.pdf](#)

Introduced: Ms. Davis
1st Reading: January 13, 2020
Passed:
Posted:
Effective:

ORDINANCE NUMBER XXXX

AN ORDINANCE TO AMEND SECTION 12-143 “FUNCTIONS” OF ARTICLE VIII,
“FOREST PRESERVE ADVISORY BOARD”, OF CHAPTER 12 “PARKS AND
RECREATION” OF THE GREENBELT CITY CODE

WHEREAS, the Forest Preserve Advisory Board has recommended revisions to this section of the City Code which more accurately reflect their current functions; and

WHEREAS, the City Council held a Work Session on September 25, 2019 with the Forest Preserve Advisory Board and others to review these proposed changes; and

WHEREAS, Council indicated support for these changes. NOW THEREFORE,

BE IT ORDAINED by the Council of the City of Greenbelt, Maryland, that Section 12-143 of Chapter 12 of the City Code is hereby amended as follows.

Chapter 12

PARKS AND RECREATION

ARTICLE VIII.

FOREST PRESERVE ADVISORY BOARD

* * * * *

Sec. 12-143. Functions.

(a) The purpose of the forest preserve advisory board shall be to provide advisory guidance to the city council on the formulation of policy related to the ~~management and maintenance~~ stewardship of the forest preserve, the designation of forest preserve areas, and any other matters as directed by the city council.

(b) The duties of the forest preserve advisory board shall be as follows:

(1) ~~On an annual basis, r~~ Report to the city council on the health and condition of the forest preserve.

- (2) ~~As needed, m~~Monitor the health and condition of the forest preserve, as well as activities within the forest preserve, and report to the city council any circumstances indicating that intervention, consistent with the approved ~~management and maintenance~~ stewardship guidelines, is required.
- (3) ~~As needed, r~~Review, interpret, and make recommendations to the city council on the ~~management and maintenance~~ stewardship guidelines and on the forest preserve article of this chapter.
- (4) Advise the city council on the designation of forest preserve areas.
- (5) Sponsor educational, interpretative, maintenance, or other programs, as appropriate and consistent with the forest preserve article and the ~~management and maintenance~~ stewardship guidelines, for the purpose of furthering the city's objectives of protecting the forest preserve areas.
- (6) Ensure coordination between the forest preserve advisory board and other city advisory boards and committees by reporting to the city council and to the appropriate advisory groups should any matter before the board impact areas of interest and responsibility of those advisory groups, ~~including but not limited to issues and matters related to forest health and the management and treatment of invasive plant species.~~

* * * * *

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

Colin A. Byrd, Mayor

ATTEST:

Shaniya Lashley-Mullen, Acting City Clerk

Key:

Underscoring indicates language added to existing law.

~~Overstriking~~ indicates language deleted from existing law.

Asterisks *** indicate intervening existing Code provisions that remain unchanged.

SUBJECT: Updates to the Forest Preserve Stewardship Guidelines

DATE: November 21, 2019

BACKGROUND: FPAB received comments on our update to the Stewardship Guidelines from the Advisory Board on Trees (ACT) on August 31, 2019, the Parks and Recreation Advisory Board (PRAB) on September 19, 2019, and from Council and residents at the September 25, 2019 Council Work Session.

DISCUSSION: The Forest Preserve Advisory Board has made the following changes to the Stewardship Guidelines in response to the comments submitted by ACT, PRAB, City Council and residents:

- Removed references to exotic species and replaced with non-native species in Ecosystem Health (p. 10);
- Deleted the reference to a controlled burn in Ecosystem Health in response to a suggestion from ACT (p. 12);
- Added a concern for public safety to the approach to trail maintenance to the Trails chapter (p. 13);
- Added language about the use of volunteers in trail maintenance to the Trails chapter (p. 13);
- Added an example of biological control in the Invasive Species chapter (p. 24);
- Added a map of waterways to the Wetlands chapter (p. 26);
- Added captions to all maps and figures in the document and added references to these maps in the text;
- Added Appendix B which summarizes legal protections for the Preserve;
- Defined the term “forbs” in the glossary; and
- Corrected several typos.

RECOMMENDATION: FPAB recommends that Council accept the edited guidelines. We again request that an independent technical writer be hired to review the Guidelines. Many people have worked on these new Stewardship Guidelines; a fresh look from an outside editor could unify the language and style and find discrepancies or contradictions that we have missed.

Attachment: edited version of the Forest Preserve Stewardship Guidelines, edited November 2019, approved by FPAB on November 21, 2019

City Council Agenda Item Report

Meeting Date: January 27, 2020

Submitted by: David Moran

Submitting Department: Administration

Item Type: LEGISLATION

Agenda Section:

Subject:

AN ORDINANCE TO AMEND ARTICLE IX, "FOREST PRESERVE", OF CHAPTER 12 "PARKS AND RECREATION" OF THE GREENBELT CITY CODE
- 2nd Reading

Suggested Action:

On September 25, 2019, the City Council held a Work Session with the Forest Preserve Advisory Board regarding proposed changes to the Forest Preserve Advisory Board Article of the Greenbelt City Code. This Ordinance makes changes to the functions of the Board.

On December 9, 2019, the City Council held a Public Hearing.

At the Regular Meeting on January 13, Council member Davis introduced this Ordinance for first reading. Staff recommends this Ordinance be introduced for second reading and adoption.

Attachments:

[Forest_Preserve_Ordinance.pdf](#)

[FPAB Report to Council 2019-7_AdvBrdGuidelineEdits.pdf](#)

Introduced: Ms. Davis
1st Reading: January 13, 2020
Passed:
Posted:
Effective:

ORDINANCE NUMBER XXXX

AN ORDINANCE TO AMEND ARTICLE IX, "FOREST PRESERVE", OF CHAPTER 12
"PARKS AND RECREATION" OF THE GREENBELT CITY CODE

WHEREAS, the Forest Preserve Advisory Board has recommended revisions to this Article of the City Code, and

WHEREAS, the City Council held a Work Session on September 25, 2019 with the Forest Preserve Advisory Board and others to review these proposed changes; and

WHEREAS, as required by Section 12-163 of the City Code, the Forest Preserve Advisory Board has reviewed the proposed changes and the City Council held a Public Hearing on this proposed Ordinance. NOW THEREFORE,

BE IT ORDAINED by the Council of the City of Greenbelt, Maryland, that Article IX of Chapter 12 of the City Code is hereby amended as follows.

Chapter 12

PARKS AND RECREATION

* * * * *

ARTICLE IX.

FOREST PRESERVE

* * * * *

Sec. 12-150. Intent.

In order to protect, manage, and administer certain designated areas for the present and future use and enjoyment of the citizens of Greenbelt by protecting them from the impacts of a growing population, expanding growth, and growing mechanization, thus preserving these lands as an enduring natural resource.
(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

Sec. 12-151. Forest preserve defined.

Forest preserve areas shall be considered those parcels and lots, or portions thereof, and areas owned by the City of Greenbelt, characterized as predominantly ~~undisturbed~~ natural and wooded, which are to be protected and conserved in their existing natural state for the use and enjoyment of present and future generations, by restricting uses to those consistent with the goals of protection and conservation and by setting forth procedures for stewardship management and maintenance ~~that are consistent with the goals of protection and conservation.~~
(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

Sec. 12-152. Designated forest preserve areas.

(a) The North Preserve shall be defined as that area held in ownership by the City of Greenbelt and located north of Northway, west of the Baltimore-Washington Parkway, south of the corporate city limits, and east of Ridge Road, comprised of legal parcels described as Map 27, Grid A2, Parcel 10, consisting of 102.5869 acres; Map 27, Grid B2, Parcel 17, consisting of 13.90 acres; Map 27, Grid A1, Parcel 19, consisting of 24.3363 acres; Map 27, Grid B3, Parcel 20, consisting of 4.079 acres; and Map 27, Grid A3, Parcel 12, consisting of 10.6427 acres; excluding those areas designated for location of the observatory and appurtenance improvements, and a yard waste collection location and described as follows: Beginning at the southwest property corner and extending east for a distance of 1,025 feet, then extending north at a 90-degree angle for a distance of 275 feet, then extending east at a 90-degree angle for a distance of 450 feet, then extending south at a 90-degree angle for a distance of approximately 275 feet to its intersection with the southern property line.

(b) The South Preserve shall be defined as that area held in ownership by the City of Greenbelt and located south of Northway, west of the Baltimore-Washington Parkway, and east of Ridge Road, comprised of legal parcels described as Map 27, Grid A3, Parcel 6, consisting of 20.4667 acres; Map 27, Grid A3, Parcel 7, consisting of 17.1919 acres; Map 27, Grid A3, Parcel 8, consisting of 11.8707 acres; Map 27, Grid A4, Parcel 9, consisting of 11.8707 acres; Map 27, Grid A4, Parcel 11, consisting of 9.34 acres; and Map 27, Grid A4, Parcel 21, consisting of 10.1552 acres.

(c) The Boxwood Preserve shall be defined as that area held in ownership by the City of Greenbelt and located north of Crescent Road, west of Lastner Lane, south of Ivy Lane, and east of Ridge Road, comprised of the legal parcel described as Map 26, Grid D3, Parcel 56, consisting of 8.81 acres; excluding those areas improved for active use and recreation, and described as follows:

- (1) The basketball court area located in the northwest corner of the Boxwood Preserve, consisting of .69 acres, and extending from the property corner at the point of intersection of Ridge Road and Ivy Lane, east along the Ivy Lane property line for a distance of 200 feet; and then extending south at a 90-degree angle for a distance of 150 feet; and then extending west at a 90-degree angle to the property line along Ridge Road for a distance of 200 feet; and then extending north along the Ridge Road property line for a distance of 150 feet to the point of

origin.

- (2) The playground and picnic area, located in the northeast to north central quadrant of the Boxwood Preserve, consisting of 2.2 acres, more or less, and extending from the property corner at the point of intersection of Ivy Lane and Lastner Lane, and extending south along the Lastner Lane property line for a distance of 430 feet; and then extending northwest at a 70-degree angle for a distance of 350 feet; and then extending north for a distance of 110 feet; and then extending northeast to the point of origin.

(d) The Belle Point Preserve shall be defined as that area held in ownership by the City of Greenbelt and located south of the Greenbelt Lake; adjacent to Map 26, Parcel 81; northwest of Vanity Fair Drive; and east of I-495, comprised of the legal parcel described as Map 26, Parcel 59, consisting of 10.0 acres; except that an area located adjacent to the Belle Point subdivision, adequate in size and dimension to accommodate playground, picnic or similar neighborhood recreation amenities, as designated by the city council, shall be considered excluded from the area included in the forest preserve and shall not be regulated by the provisions of this chapter.

(e) The Sunrise Preserve shall be defined as that area held in ownership by the City of Greenbelt and located northwest of the Capital Beltway, Route I-495, north of Parcel B held in ownership by the City of Greenbelt, south of the Maryland Trade Center Parcel B, and southwest of the terminus of Hanover Drive, comprised of the legal parcel described as Tax Map 34, Grid E2, Parcel A and consisting of 9.9591 acres, more or less; and an analysis of the existing condition of the proposed forest preserve area including potential maintenance activities which may be required.

(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07; Ord. No. 1282, 6-18-07; Ord. No. 1283, 6-18-07; Ord. No. 1284, 6-18-07; Ord. No. 1285, 6-18-07)

Sec. 12-153. Designation of or addition to forest preserve areas.

(a) Any designation of or addition to a forest preserve area shall be accomplished by ordinance adopted by the city council.

(b) Prior to the introduction of any ordinance to designate or add to a forest preserve area, the city council shall cause to be prepared a report that includes but is not limited to: a description of the area proposed as a forest preserve, including its unique characteristics and its existing and potential uses and users; ~~and~~ a map indicating the location and boundaries of the proposed forest preserve area.

(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

Sec. 12-154. Removal of forest preserve designation.

(a) Removal of any lands, in whole or in part, from the forest preserve designation as set forth in section 12-152 shall be by ordinance of the city council, following a public hearing which shall be held not less than two (2) weeks preceding first reading of the ordinance.

(b) Approval of any ordinance to remove lands from the forest preserve designation shall be by supermajority vote of the city council.

(c) No ordinance passed by the city council to delete or reduce a forest preserve area may become effective until approved by the voters of the City of Greenbelt, by way of a question placed on the ballot of the next regularly scheduled general city election, in accord with the city Charter.

(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

Sec. 12-155. ~~Management and maintenance~~ Stewardship guidelines.

(a) Forest preserve areas as defined in this article shall be managed to provide for and protect the natural character of these lands and to allow for the use of these lands in a manner that does not ~~alter or degrade them~~ the essential natural character of these lands.

(b) The city council shall adopt ~~management and maintenance~~ stewardship guidelines, which shall set forth policy on permissible, required, and prohibited management and maintenance activities. Such guidelines shall be subject to the limitation that any ~~maintenance stewardship activity proposed is the minimum necessary to preserve and protect the natural resource~~ be minimized to the extent practical to protect and conserve the forest

(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

Sec. 12-156. Prohibited activities.

(a) ~~Except as otherwise provided in this article and~~ Subject to any existing rights, no commercial enterprise or permanent road, except for fire roads or temporary road required in emergencies involving the health and safety of persons and/or the area and its environs, shall be permitted within an area designated under this article as a forest preserve area.

(b) Prohibited activities shall ~~also~~ include the use of motorized vehicles, except for maintenance and public safety vehicles operated in conformance with the ~~management and maintenance~~ stewardship guidelines; landing aircraft; or other forms of mechanical transport except for that authorized subject to the Americans with Disabilities Act.

(~~b~~c) The grading of any area shall be prohibited, except as provided ~~in~~ by the adopted ~~management and maintenance~~ stewardship guidelines. Grading shall be considered the alteration of natural and existing grade by any means other than natural forces.

(~~e~~d) Except as provided in the ~~management and maintenance~~ stewardship guidelines, the construction of bridges, shelters, culverts, levees, dams, dikes, or other manmade structures

shall be prohibited, unless required by a state or federal agency whose authority supersedes that of the city, subject to approval by the city council.

(de) The construction, either permanent or temporary, of any structure, or the installation of any public facilities or utilities shall be prohibited.

(ef) No action shall be taken to alter or modify the natural course of any water course or body, even if such body is only seasonal or intermittent in nature, except as provided by the stewardship guidelines unless required by a state or federal agency whose authority supersedes that of the city, subject to approval by the city council.

(fg) Hunting, trapping, fishing, driving, harassing or otherwise capturing or harming wildlife shall be prohibited, except as provided in the stewardship guidelines.

(gh) All forms of biking shall be prohibited.

(hi) The introduction of any ~~exotic~~ non-native or invasive species is prohibited.

(ij) No trail maintenance shall be permitted except as provided ~~in by the management and maintenance~~ stewardship guidelines.

(jk) The creation of trails or the widening, grading, or change of surface materials of any existing trail shall be prohibited except as provided ~~in by the management and maintenance~~ stewardship guidelines or as set forth in an adopted trails plan.

(kl) Dumping or depositing of soil, trash, yard waste, garbage, or other offensive material shall be prohibited.

(lm) The addition, extension of, or modification to any utility, except as otherwise provided in this article, shall be prohibited.

(mn) ~~Clearing, poaching collecting, harvesting, removing or and pruning~~ of vegetation shall not be permitted, unless for the benefit of the land and consistent with the ~~management and maintenance~~ stewardship guidelines.

(no) Camping, grilling, cooking, or creation of any fire, regardless of purpose, mechanism of combustion, type of fuel, or type of containment, is prohibited except as provided in the stewardship guidelines.

(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

Sec. 12-157. Resource protection.

(a) Natural resources within a forest preserve area are considered protected and may not be harmed, damaged, killed, relocated or removed, except as related to ~~exotic and/or non-native species~~ non-native invasive that may be recommended for removal or as otherwise provided in the ~~management and maintenance~~ stewardship guidelines.

(b) Resources of the forest preserve area shall include all trees, indigenous plants and flora, all forms and species of wildlife, including fish, amphibians, reptiles, insects, soil, mold, fungi and birds.

~~(c) Violation of this section shall be considered a misdemeanor.~~
(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

Sec. 12-158. Permitted activities.

(a) Any activities intended to and conducted so as to result in the ~~non-destructive~~ passive experience of the forest preserve and its essential natural qualities are considered consistent with the intent of this article and are permitted activities.

(b) ~~Maintenance~~ Stewardship activities as set forth in the approved ~~management and maintenance~~ stewardship guidelines are permitted.

~~(c) Other uses and activities may be permitted subject to the stewardship guidelines.~~

(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

Sec. 12-159. ~~Management and maintenance~~ Stewardship activities.

(a) The upgrading or expansion of any electrical transmission line, distribution line, telephone line, natural gas line, or other aboveground or underground line is permitted, if the person or entity responsible for the line had the right, subject to any required approvals, to upgrade or expand the line in the forest preserve area prior to the designation of the area as a forest preserve.

(b) Normal maintenance of utility lines and related easement areas is permitted, such that the activities are consistent with the right-of-way and/or easement, and such that the utility line, easement, or right-of-way existed prior to the date that the forest preserve was so designated.

(c) Any activity related to the management and maintenance of existing public drainage within a forest preserve area is permitted, provided that such maintenance does not increase the impervious area of coverage and does not widen, extend, or modify the drainage channel such that it would increase volume, velocity, or rates of discharge of natural or stormwater flows.

(d) Maintenance improvements to existing roads and parking areas within forest preserve areas, or within ~~twenty-five (25)~~ ten (10) feet of the edge of the existing road or parking areas, are permitted so long as such maintenance improvements do not alter the existing surface material, do not expand or extend the area of the improvement, and do nothing to increase impervious surfaces, unless provided in the stewardship guidelines.

(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

Sec. 12-160. Special events.

The city will not sponsor or permit special events to be conducted in forest preserve areas if those events might be inconsistent with the intent of this article. Special events that are principally commercial in nature or activities involving animal, foot or watercraft races, physical endurance of a person or animal, organized survival exercises, war games, or similar exercises shall be considered inconsistent with the intent of this article.

(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

Sec. 12-161. Preexisting improvements.

Improvements existing within designated forest preserve areas as of the day of designation shall be considered preexisting improvements and may be continued and maintained, but may not be expanded in size, area, or character of the improvement or related use, unless provided in the stewardship guidelines.

(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

Sec. 12-162. Enforcement and violations.

Violations of this article shall be considered a municipal infraction and may be punishable with a fine of one thousand dollars (\$1,000.00) for each violation, ~~except as provided in section 12-157 of this article.~~

(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

Sec. 12-163. Changes to article.

(a) Prior to the consideration of any ordinance to amend this article, except for revisions to forest preserve boundaries as set forth in sections 12-152 through 12-154, the city council shall make a mandatory referral of the ordinance for review and comment to the forest preserve advisory board, in addition to any other city council advisory boards or committees, or other groups as determined by the city council.

(b) Prior to the consideration of any ordinance to amend this article, the city council shall schedule and hold a public hearing.

(c) Any ordinance that provides for an addition to, amendment of, or deletion from this article, except for revisions to forest preserve boundaries as set forth in sections 12-152 through 12-154, may be placed on the ballot as a referendum question as provided in the city charter.

(d) Any ballot question shall be placed on the ballot of the next regularly scheduled city election, in accord with the city charter.

(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

* * * * *

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

Colin A. Byrd, Mayor

ATTEST:

Shaniya Lashley-Mullen, Acting City Clerk

Key:

Underscoring indicates language added to existing law.

~~Overstriking~~ indicates language deleted from existing law.

Asterisks ***** indicate intervening existing Code provisions that remain unchanged.

DRAFT

SUBJECT: Updates to the Forest Preserve Stewardship Guidelines

DATE: November 21, 2019

BACKGROUND: FPAB received comments on our update to the Stewardship Guidelines from the Advisory Board on Trees (ACT) on August 31, 2019, the Parks and Recreation Advisory Board (PRAB) on September 19, 2019, and from Council and residents at the September 25, 2019 Council Work Session.

DISCUSSION: The Forest Preserve Advisory Board has made the following changes to the Stewardship Guidelines in response to the comments submitted by ACT, PRAB, City Council and residents:

- Removed references to exotic species and replaced with non-native species in Ecosystem Health (p. 10);
- Deleted the reference to a controlled burn in Ecosystem Health in response to a suggestion from ACT (p. 12);
- Added a concern for public safety to the approach to trail maintenance to the Trails chapter (p. 13);
- Added language about the use of volunteers in trail maintenance to the Trails chapter (p. 13);
- Added an example of biological control in the Invasive Species chapter (p. 24);
- Added a map of waterways to the Wetlands chapter (p. 26);
- Added captions to all maps and figures in the document and added references to these maps in the text;
- Added Appendix B which summarizes legal protections for the Preserve;
- Defined the term “forbs” in the glossary; and
- Corrected several typos.

RECOMMENDATION: FPAB recommends that Council accept the edited guidelines. We again request that an independent technical writer be hired to review the Guidelines. Many people have worked on these new Stewardship Guidelines; a fresh look from an outside editor could unify the language and style and find discrepancies or contradictions that we have missed.

Attachment: edited version of the Forest Preserve Stewardship Guidelines, edited November 2019, approved by FPAB on November 21, 2019

City Council Agenda Item Report

Meeting Date: January 27, 2020

Submitted by: David Moran

Submitting Department: Greenbelt Police

Item Type: Resolution

Agenda Section:

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.

- 1st Reading

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 their needs. Public Works has worked with them 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.

It is recommended this resolution be introduced for first reading.

Attachments:

[Resolution.pdf](#)

[Access Control System Proposals.pdf](#)

Introduced:
1st Reading:
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.

WHEREAS, the FY 2020 Budget includes funds to purchase a 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 faculties 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

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
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 (AVIGILON ACCESS – AC-HID-CARD-SEOS-5006PGGMN)
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Panel Locations

Head End

Control Panel	1	Access Control Manager Professional 6 – Web-Based PACS Professional Appliance for 16 Readers (AVIGILON ACCESS – AC-APP-16R-PRO-6)
Control Panel	1	Intelligent Controller LP1502 (AVIGILON ACCESS – AC-MER-CONT-LP1502)
Power Supply - Control Panel	1	PSU 8 door Mercury Dual 75W 12/24VDC (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) (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 (INTERLOGIX-SENTROL US – 1076C-M)
Electric Lock 1	1	Double Maglock 12/24 (SDC - SECURITY DOOR CONTROLS – 1512V)
Exit Device - Mech	1	ILLUMN.RQST.TO EXIT STA, SS/SG (ALARM CONTROLS CORPORATION – TS-2)
Exit Device - PIR	1	DS150I WITH TP160 TRIM PLATE (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 (AVIGILON ACCESS – AC-HID-READ-ICLASS-SE-R40)
Door Contact	1	3/4 SPDT STEEL DOOR CONTACT BROWN (INTERLOGIX-SENTROL US – 1076C-M)
Exit Device - PIR	1	DS150I WITH TP160 TRIM PLATE (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 (AVIGILON ACCESS – AC-HID-READ-ICLASS-SE-R40)
Door Contact	1	3/4 SPDT STEEL DOOR CONTACT BROWN (INTERLOGIX-SENTROL US – 1076C-M)
Exit Device - PIR	1	DS150I WITH TP160 TRIM PLATE (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 (SDC - SECURITY DOOR CONTROLS – 1511VDB)
Exit Device - Mech	1	ILLUMN.RQST.TO EXIT STA, SS/SG (ALARM CONTROLS CORPORATION – TS-2)
Exit Device - PIR	1	DS150I WITH TP160 TRIM PLATE (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 (AVIGILON ACCESS – AC-HID-READ-ICLASS-SE-R40)
Electric Lock 1	1	1511 M LOCK 12/24V DC 628 DPS BA (SDC - SECURITY DOOR CONTROLS – 1511VDB)
Exit Device - Mech	1	ILLUMN.RQST.TO EXIT STA, SS/SG (ALARM CONTROLS CORPORATION – TS-2)
Exit Device - PIR	1	DS150I WITH TP160 TRIM PLATE (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 (INTERLOGIX-SENTROL US – 1076C-M)
Sounder	1	CHIME TONE (PA-200) (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 (AVIGILON ACCESS – AC-HID-READ-ICLASS-SE-R40)
Door Contact	1	3/4 SPDT STEEL DOOR CONTACT BROWN (INTERLOGIX-SENTROL US – 1076C-M)
Electric Lock 1	1	Electric Strike supplied and installed by Baltimore Lock (HANCHETT ENTRY SYSTEMS (HES) – Lock)
Exit Device - PIR	1	DS150I WITH TP160 TRIM PLATE (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 (AVIGILON ACCESS – AC-HID-READ-ICLASS-SE-R40)
Door Contact	1	3/4 SPDT STEEL DOOR CONTACT BROWN (INTERLOGIX-SENTROL US – 1076C-M)
Electric Lock 1	1	Electric Strike supplied and installed by Baltimore Lock (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 (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
TOTAL INVESTMENT	\$31,773.28

GRAND TOTALS

INSTALLATION	\$16,164.12
EQUIPMENT	\$15,609.16
MATERIALS	\$0.00
TOTAL INVESTMENT	\$31,773.28



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:

MAIN ENTRANCE VESTIBULE DOUBLE DOORS (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:
	- Install (2) Maglock with Brackets - Install (1) Request to Exit Motion Sensor - Install (1) Emergency Exit Button - Install (2) 1" Door Contacts - Install Necessary Cable NOTE: 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. NOTE: Due to the station being a 24-hour, public access operation, these double doors shall <i>not</i> have a card reader installed.



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**

BASEMENT ENTRANCE INTAKE DOOR (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:
	- Install (1) Maglock w/ Brackets - Install (1) Request to Exit Motion Sensor - Install (1) Emergency Exit Button - Install (1) 1" Door Contacts - Install Necessary Cable

BASEMENT ENTRANCE DOOR (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:
	- Install (1) Maglock w/ Bracket - Install (1) Long Range Card Reader - Install (1) Request to Exit Motion Sensor - Install (1) Emergency Exit Button - Install (1) 1" Door Contact - Install Necessary Cable

STAIRWELL EXIT DOOR
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:
	- Install (1) Door Prop Alarm - Install (1) 1" Door Contact - Install Necessary Cable NOTE: Alarm will audibly sound when propped for a duration of time.

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:
	- Install (1) S2 Access Control Module - Install (1) Long Range Card Reader - Install (1) Electric Door Strike - Install Necessary Cable



EVIDENCE ROOM DOOR	
Entry point to the police station's evidence room.	
LOCATION PICTURE:	SCOPE:
	- Install (1) S2 Access Control Module - Install (1) Long Range Card Reader - Install (1) Electric Door Strike - Install Necessary Cable

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,
- 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

City Council Agenda Item Report

Meeting Date: January 27, 2020

Submitted by: David Moran

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.

- 1st Reading

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.

It is recommended this Resolution be introduced for first reading.

Attachments:

[Ely Inc Resolution.pdf](#)

[Ely Website Pages.pdf](#)

Introduced:
1st Reading:
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?

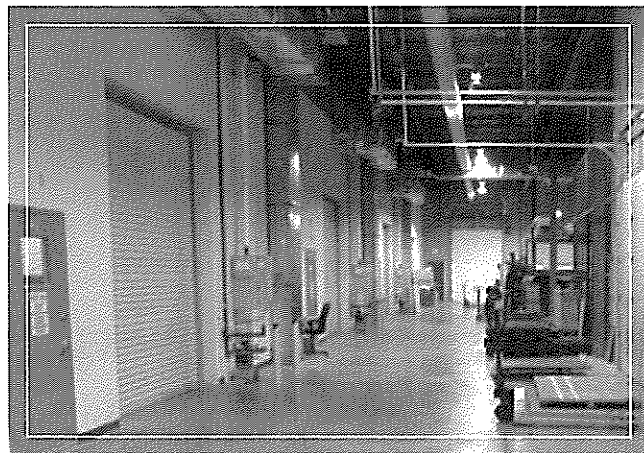
Peace of mind is essential when it comes to determining storage needs. Acceptable temperature and relative humidity ranges require expensive equipment that most institutions cannot afford. Also, video surveillance, fire suppression systems, smoke alarms and redundant security measures are integral to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

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.

City Council Agenda Item Report

Meeting Date: January 27, 2020

Submitted by: David Moran

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

Advisory Committee on Education 2020 Grant Proposals

Suggested Action:

Reference: ACE Grant Report 2020-01

This is the 11th year since the Advisory Committee on Education (ACE) grants were started in 2008.

The FY 2020 Budget includes \$12,500 for the Advisory Committee on Education (ACE) Grants to Educators program. ACE solicited grant proposals for up to \$600 each from the six ACE core schools: Greenbelt Elementary (GES), Springhill Lake Elementary (SHLES), Magnolia Elementary (MES), Dora Kennedy French Immersion School (DKFIS), Greenbelt Middle School (GMS) and Eleanor Roosevelt High School (ERHS).

ACE received a total of 33 proposals from 6 schools for a total request of \$16,633.48.

Included in Council's packet is the ACE report and recommendations for 2020. After review of the proposals, ACE has recommended 24 grant proposals totaling \$12,507.89 be submitted to Council for funding approval.

ACE evaluated all grant proposals on the standard of whether they were a good use of city funds. A representative of ACE will be present to answer any questions about these recommendations.

It is recommended Council approve the 2020 grant awards as recommended by ACE for \$12,507.89.

Attachments:

[ACE Grant Report 2020-01.pdf](#)

ADVISORY COMMITTEE ON EDUCATION

REPORT TO COUNCIL

SUBJECT: ACE GRANT PROPOSALS - 2020

BACKGROUND: The Advisory Committee on Education recently solicited grant proposals for the 2019-2020 school year. The budget available for ACE grants is \$12,500.00.

This is the 11th year since the ACE grants were started in 2008. This year we continue the changes introduced last year, with \$600 as the maximum grant allowed, and Teacher Development Grants at up to \$400 each.

ACE solicited grant proposals from the six ACE core schools: Greenbelt Elementary, Springhill Lake Elementary, Magnolia Elementary, Dora Kennedy French Immersion School, Greenbelt Middle and Eleanor Roosevelt High School. Turning Point Academy has moved from Greenbelt and therefore is no longer an ACE core school. Proposals were welcome either from the school itself or from the school's parent-teacher organization. There was no limit to the number of proposals that could be submitted from each school. The proposals were due on November 4, 2019. The proposals were for activities that will take place between February 15, 2020 and the end of the 2020-2021 school year.

The ACE Grants Program will support activities that enhance or enrich school-based activities. Some examples include supporting field trips, bringing an activity into the school, or purchasing equipment and materials for a special project. The grants are NOT intended to underwrite items that are normally supplied by the school system such as copier paper, etc.

The Teacher Development Grants can support registration fees, tuition and/or required course materials for teachers to take classes, attend conferences or participate in other professional development programs. We announced that we would consider up to 5 Teacher Development Grants, within the available funding.

ACE runs clubs at two ACE core schools, with Reading Clubs at SHLES and GMS. The clubs, which are not funded by the grants program, provide some balance in ACE programs between the schools in different locations throughout the city. There is a Reading club at MES which was originally started by ACE, but the teachers running the club now organize it without ACE sponsorship.

FINDING: ACE received 33 proposals from 6 schools for a total request of \$16,633.48. Proposals were submitted from Greenbelt, Springhill Lake and Magnolia Elementary Schools, Dora Kennedy French Immersion School, Greenbelt Middle School and Eleanor Roosevelt High School.

Selection of the proposals for funding is made by the Greenbelt City Council based on the input from ACE. This table is a summary of ACE recommendations. The details are below.

#	School:	Purpose of grant request:	Request:	Recommend:
1	DKFIS	DKFI Butterfly Wonder	\$600.00	\$600.00
2	ERHS	Diverse Voices in Literature Part II	\$600.00	\$600.00
3	ERHS	Using Whiteboards to Enhance Student Activities	\$600.00	\$600.00
4	GES	5th Grade Maker Space	\$517.14	\$517.14
5	GES	A Picture is Worth a Thousand Words!	\$600.00	\$550.00
6	GES	Apple Tree Gifts	\$600.00	\$600.00
7	GES	I Can Build Simple Words	\$180.00	\$120.00
8	GES	Learning with Letters	\$149.97	\$149.97
9	GES	5th Grade Maker Space	\$517.14	--
10	GES	Harlem Renaissance Poetic Showcase	\$520.00	\$520.00
11	GES	Plant & Pottery Club Supplies and Materials	\$593.75	\$593.75
12	GES	Technology for Flexible Math Groups	\$568.45	--
13	GES	STEM in the Classroom	\$600.00	\$600.00
14	GES	Learning about the Life Cycle of the Plant through Dance	\$600.00	\$600.00
15	GES	Fairy Tales Problem Solving	\$600.00	--
16	GES	Number Worlds Math Intervention	\$600.00	\$600.00
17	GES	Organized Play to Support Community-Building	\$572.00	\$572.00
18	GES	Mini Magnetic Write and Wipe Boards	\$435.00	\$435.00
19	GES	* Maryland Gifted Conference for Primary Teachers	\$375.00	\$375.00
20	GES	* Maryland Gifted Conference for Intermediate Teachers	\$375.00	--
21	GES	* Maryland Literacy Association Annual Conference	\$400.00	\$400.00
22	GES	* Maryland Gifted Conference for Administrative Team	\$375.00	--
23	GES	* Arts Integration SXSW PD Education Conference	\$400.00	--
24	GES	* Arts Integration SXSW PD Education Conference	\$400.00	--
25	GES	* Arts Integration SXSW PD Education Conference	\$400.00	--
26	GMS	GMS PTA Presents: Middle School Talks	\$600.00	\$600.00
27	MES	Let's Get Moving	\$580.76	\$580.76
28	MES	Magnolia Stage Curtains	\$600.00	\$600.00
29	SHLES	Sensory Room	\$600.00	\$600.00
30	SHLES	SHL Garden Club Ongoing Project	\$600.00	\$600.00
31	SHLES	* Teacher Development: Reading Specialist Certification	\$400.00	--
32	SHLES	Differentiating Instruction During Small Groups	\$594.27	\$594.27
33	SHLES	Animal Adaptation Assembly	\$500.00	\$500.00
			\$16,653.48	\$12,507.89

* Teacher Development Proposals

Proposal Review

ACE met on Tuesday, December 3, 2019, to consider the proposals. For each proposal, the committee listed the strengths and weaknesses and assigned a numerical score on a 100-point scale. The points were assigned according to the following scale:

- Intrinsic merit (40%) – Will the proposed project enhance or enrich school-based activities? Does it meet the criteria listed in the ACE grants call?
- Budget (30%) – Is the proposed budget realistic? Is the budget well justified?
- Benefit to students (20%) – Will the program provide wide benefit to the students in the school, or will it just benefit a few students?
- Proposal format (10%) – Did the proposal follow the proposal rules, including proposal length, project schedule, requisite signatures, etc.? (Note: severe violation of the proposal rules could result in rejection.)

On the basis of this careful consideration, the committee makes the following recommendations:

Proposals:

1) **DKFI Butterfly Wonder. DKFI. Recommended funding: \$600 (full funding).**

Summary: First-grade students will explore the butterfly life cycle and the mathematical concept of symmetry through a performance of the puppet show, *Butterfly Wonder*. After the show, students will have a chance to make their own puppets. Finally, the students will write their own stories and present them using their puppets.

Strengths: The program combines art, performance, science and math in a complete, entertaining package. The performing artist, Ingrid Hass, has a long track record of engaging and educational programs for children.

Weaknesses: None

Note to Council: This grant was submitted on behalf of DKFI by their ACE liaison, Katherine McElhenny. Ms. McElhenny did not provide any input into ACE's decision to recommend funding for this grant nor will she benefit financially in any way from it.

2) **Diverse Voices in Literature Part II. ERHS. Recommended funding: \$600 (full funding).**

Summary: This proposal will be used to purchase 78 copies of the book "Pride" by Ibi Zoboi, which is a retelling of *Pride and Prejudice* set in New York with Afro-Latina characters. The books will support three new elective English classes at ERHS: African American Literature, Latinx Literature, and Women's Literature. These will allow a class set to be available for all students enrolled in the classes.

Strengths: The books purchased will continue to support the diversity of English classes offered, and will allow the students to explore different genres of reading.

Weaknesses: None

3) **Using Whiteboards to Enhance Student-Centered Activities. ERHS. Recommended funding: \$600 (full funding).**

Summary: This proposal will be used to purchase twenty 2 foot x 3 foot whiteboards, to be used by both culinary arts and biology students, grades 9-12, including ESOL students.

Strengths: These whiteboards will promote small-group collaboration activities in the classrooms.

Weaknesses: None

4) 5th Grade Classroom Maker Space. GES. Recommended funding: \$517.14 (full funding).

Summary: This proposal would build a maker space within a physical classroom that will be accessible to 5th grade students. The space will support existing science and math curriculum, allowing students to apply concepts and ideas presented in an experiential way.

Strengths: The activity relates to the science and math curriculum and will make students more knowledgeable.

Weaknesses: No weaknesses. However, the Committee recommends having a teacher monitor the students' discussion to make sure meaningful discussions are had.

5) A Picture is Worth a Thousand Words. GES. Recommended funding: \$550.00 (partial funding).

Summary: This proposal would fund picture dictionaries for kindergarten students.

Strengths: Picture dictionaries will greatly help the kindergarteners, especially the English language learners, tying visual representations to the words.

Weaknesses: The \$600 request did not match the budget for 110 dictionaries x \$5 each = \$550. ACE recommends funding at the level justified in the budget.

6) Apple Tree Gifts. GES. Recommended funding: \$600 (full funding).

Summary: This proposal will fund a professional puppet show, "The Apple Tree" by Beech Tree Puppets, and then allow the students to make their own puppets, sing songs and engage in a small painting project. This will be part of the Kindergarten units in Earth Science on study of plants and trees, as well as a unit on "The Five Senses."

Strengths: As part of the arts integration program, this project will combine the arts with STEM concepts.

Weaknesses: none.

7) I Can Build Simple Words. GES. Recommended funding: \$120 (partial funding).

Summary: This project will purchase word-building kits for kindergarten classrooms. Students will be able to match letters to cards to form words. This will reinforce their emerging literacy skills.

Strengths: The materials allow students of multiple levels to practice their early literacy skills in a simple and engaging way. The materials can be used for multiple years and are appropriate for both group and individual practice.

Weaknesses: While the grant requests \$180, the budget only accounts for \$120 of that amount. ACE recommends funding based on the budget given.

8) Learning with Letters. GES. Recommended funding: \$149.97 (full funding).

Summary: This proposal would enable English Language Learners to use magnetic letters to learn how to form words and break them apart to form other words. This teaches the students how English words work.

Strengths: The magnetic letters used will allow the students to be hands-on while becoming more proficient in English.

Weaknesses: None.

9) 5th Grade Maker Space. GES. Recommended funding: \$0 (no funding).

Summary: This proposal would enable the purchase of STEM-related materials to be put into a maker space in the 5th grade classroom.

Strengths: The materials would benefit the students who use that classroom.

Weaknesses: This grant application is a verbatim copy of another grant application for the same purchase. ACE does not recommend additional funding for duplicate proposals.

10) Harlem Renaissance Poetic Showcase. GES. Recommended funding: \$520 (full funding).

Summary: Fourth-grade students will learn the components of storytelling through poetry of the Harlem Renaissance. They will participate in a variety of mediums that explore the use of author voice and historical context in their writing and will be encouraged to perform their own writing at the end of the unit. The proposal will fund 10 copies each of 3 books and a spoken word/slam poetry performance and workshop by Femi the DriFish.

Strengths: Students will learn to perform their own writing and participate in variety of mediums.

Weaknesses: No weaknesses.

11) Plant & Pottery Club Supplies and Materials. GES. Recommended funding: \$593.75 (full funding).

Summary: This proposal would fund a potter's wheel and pottery supplies (clay and glaze). In and after-school program, children will make pots and use them to grow plants, combining arts and STEM.

Strengths: Develops spatial learning, organizational skills, visual memory, and emotional development in after school club and art classes. The potter's wheel will enhance the use of the school's kiln.

Weaknesses: None.

12) Technology for Flexible Math Groups. GES. Recommended funding: \$0 (no funding).

Summary: This proposal will purchase Amazon Fire Tablet computers to run math software programs such as Freckle and MobyMax for use in small groups in the 3rd grade classroom.

Strengths: This would enhance STEM instruction in small groups.

Weaknesses: The school system provides a budget for purchasing this type of technology.

13) STEM in the Classroom. GES. Recommended funding: \$600 (full funding).

Summary: This proposal would purchase a variety of hands-on STEM materials for fourth-grade classroom use. Materials would be used for both science and math activities, and include fraction tiles and STEM silly straw challenge kits.

Strengths: The materials chosen are varied and can be used for whole class, group and individual instruction. As they are durable, they can be reused in future years. Budget is detailed and well-documented.

Weaknesses: None.

14) Learning about the Life Cycle of the Plant through Dance. GES. Recommended funding: \$600 (full funding).

Summary: This proposal would fund a professional dance teacher to visit the 2nd grade classes at GES during their unit on the life cycle of a plant. The teacher will utilize the elements of dance – time, space and energy – to encourage the active participation of students while learning about the five basic elements needed by plants for germination and pollination.

Strengths: The students will combine artistic dance with science content to help students demonstrate their understanding of the concepts. This enhances the arts integration at the school.

Weaknesses: None.

15) Fairy Tales Problem Solving. GES. Recommended funding: \$0 (no funding).

Summary: This proposal would purchase four sets of Fairy Tales Problem Solving STEM kits for use by 1st graders.

Strengths: STEM activities are beneficial to all students.

Weaknesses: The proposal was short and lacked detail or description. There was no explanation provided as to what “Fairy Tales” had to do with STEM, nor was there any information provided as to what materials are contained in each kit, or what the activities would be.

16) Number Worlds Math Intervention. GES. Recommended funding: \$600 (full funding).

Summary: Number Worlds helps struggling learners in response to Intervention Tiers 2 and 3 achieve math success and quickly brings them up to grade level by intensively targeting the most important standards. This will train the students of 4th and 5th grades.

Strengths: The activity relates to math capability strengthening and will benefit the students of specified grades. The kit include a 6-year subscription for support.

Weaknesses: No weaknesses.

17) Organized Play to Support Community-Building. GES. Recommended funding: \$572.00 (full funding).

Summary: This proposal would fund recess equipment (alphabet bean bags, jump ropes, balls, board games) selected to engage the students in group activities. When there are more organized and engaging activities and items, there are fewer disagreements and misunderstandings between students.

Strengths: Develops students' physical abilities, interpersonal skills, friendships, teamwork, optimism in working through challenges, etc. The proposal includes items for both outdoor and indoor recess, some of which were selected to replace existing items that have worn out.

Weaknesses: None.

18) Mini Magnetic Write and Wipe Boards. GES. Recommended funding: \$435 (full funding).

Summary: This proposal will purchase 150 mini white boards for individual use in the primary classrooms.

Strengths: The mini white boards will allow for small group individualized and differentiated instruction. Students can make and break words as well as solve math problems.

Weaknesses: none.

19) Maryland State Gifted Conference for Primary Teachers. GES. Recommended Funding: \$375 (full funding).

Summary: This proposal would pay for registration for five teachers in grades 2 and 3 to attend the Maryland State Gifted Conference on the instructional needs of gifted learners, social-emotional needs of gifted learners and underrepresented populations in gifted education.

Strengths: This conference offers various presentations by experts in both the social and emotional needs of gifted learners. The strategies discussed can be used to develop lesson plans that will engage high potential students but can also be scaffolded for use with a diverse range of learners.

Weaknesses: Three nearly identical grants were submitted by GES to send staff to this conference. ACE chose to fund registrations for the primary grade levels since it was felt these were the most beneficial to support.

20) Maryland State Gifted Conference for Intermediate Teachers. GES. Recommended Funding: \$0 (no funding).

Summary: This proposal would enable four teachers in grades 4 and 5 to attend a conference on the instructional needs of gifted learners, social-emotional needs of gifted learners and underrepresented populations in gifted education.

Strengths: This conference offers various presentations by experts in order to help increase achievement for gifted learners. The information later shared by the attendees would enhance the instructional strategies used at GES for gifted learners as well as for teachers of other diverse learners.

Weaknesses: Three nearly identical grants were submitted by GES to send staff to this conference. ACE chose to fund registrations for the primary grade levels since it was felt these were the most beneficial to support.

21) State of Maryland Literacy Association Annual Conference. GES. Recommended Funding: \$400 (full funding).

Summary: This proposal would enable two teachers to attend a conference on literacy.

Strengths: This conference offers various presentations by experts in literacy instruction. The information later shared by the attendees would enhance the reading program of the entire school, particularly for teachers of students with diverse learning styles.

Weaknesses: None.

22) Maryland State Gifted Conference for the administrative team. GES. Recommended Funding: \$0 (no funding).

Summary: This proposal would enable five school administrators to attend a conference on the instructional needs of gifted learners, social-emotional needs of gifted learners and underrepresented populations in gifted education.

Strengths: This conference offers various presentations by experts in order to help increase achievement for gifted learners. The information later shared by the attendees would enhance the instructional strategies used at GES for gifted learners as well as for teachers of other diverse learners.

Weaknesses: Three nearly identical grants were submitted by GES to send staff to this conference. ACE chose to fund registrations for the primary grade levels since it was felt these were the most beneficial to support.

23) Education & Arts Integration SXSW PD Education Conference. GES. Recommended Funding: \$0 (no funding)

Summary: This proposal would partially fund registration for one third-grade teacher to attend the SXSW Education conference in Austin, TX, in March of 2020.

Strengths: The SXSW Education Conference will provide a wide-range of speakers, workshops and film screenings pertaining to elementary instruction.

Weaknesses: ACE grant funds will not be released in time for attendees to preregister with the funds. The registration price quoted in the grant (\$430) is for the November 2019 deadline. ACE grants are not given for reimbursement of already purchased items. The registration fee is a small part of the costs of traveling to Texas to attend the conference, and the committee felt that supporting attendance at conferences closer to home would be a better use of the City funding. There were three nearly identical proposals submitted for this conference.

24) Education & Arts Integration SXSW PD Education Conference. GES. Recommended Funding: \$0 (no funding)

Summary: This proposal would partially fund registration for one third-grade teacher to attend the SXSW Education conference in Austin, TX, in March of 2020.

Strengths: The SXSW Education Conference will provide a wide-range of speakers, workshops and film screenings pertaining to elementary instruction.

Weaknesses: ACE grant funds will not be released in time for attendees to preregister with the funds. The registration price quoted in the grant (\$430) is for the November 2019 deadline. ACE grants are not given for reimbursement of already purchased items. The registration fee is a small part of the costs of traveling to Texas to attend the conference, and the committee felt that supporting attendance at conferences closer to home would be a better use of the City funding. There were three nearly identical proposals submitted for this conference.

25) Education & Arts Integration SXSW PD Education Conference. GES. Recommended Funding: \$0 (no funding)

Summary: This proposal would partially fund registration for one third-grade teacher to attend the SXSW Education conference in Austin, TX, in March of 2020.

Strengths: The SXSW Education Conference will provide a wide-range of speakers, workshops and film screenings pertaining to elementary instruction.

Weaknesses: ACE grant funds will not be released in time for attendees to preregister with the funds. The registration price quoted in the grant (\$430) is for the November 2019 deadline. ACE grants are not given for reimbursement of already purchased items. The registration fee is a small part of the costs of traveling to Texas to attend the conference, and the committee felt that supporting attendance at conferences closer to home would be a better use of the City funding. There were three nearly identical proposals submitted for this conference.

26) GMS PTA Presents: Middle School Talks. GMS. Recommended Funding: \$600 (full funding)

Summary: This proposal would provide a setting where the students of GMS are able to come and listen to opinions, views and gain knowledge and information presented by panel guests and staff. Some of the topics to be discussed include: self-esteem, bullying, mental health and college/military options. There will also be a portion where students are able to share their experiences and participate in a Q & A session.

Strengths: The forum will meet once a month at GMS after school hours and will be offered to all students.

Weaknesses: None.

27) Let's Get Moving. MES. Recommended Funding: \$580.76 (full funding)

Summary: This proposal would provide flexible seating options to be used within the classroom, as well as yoga mats students could use in the morning "Let's Get Moving" program to promote mindfulness. The items include fidget bands, chair balls, lap desks and kid's sofas.

Strengths: There is abundant research to show that flexible seating promotes student engagement, as well as mindfulness' ability to reduce stress.

Weaknesses: None.

28) Magnolia Stage Curtains. MES. Recommended funding: \$600 (full funding).

Summary: The project is to purchase new stage curtains for Magnolia Elementary School to replace current curtains that are over 20 years old. The current curtains are an eyesore and are very worn out.

Strengths: It will give new look to the stage and performers will be enthusiastic performing on this stage.

Weaknesses: At just over \$6000 total, this is an expensive project. The school has identified the other sources of funding, and the ACE grant is needed to complete the total. If the other sources of funding fall through, then the committee recommends that the school return the ACE funding.

29) Sensory Room. SHLES. Recommended funding: \$600.00 (full funding).

Summary: This proposal would fund a sensory room with various lights and materials of different textures for use by special needs and other students.

Strengths: A sensory room is a specially designed room which combines a range of stimuli to help individuals develop and engage their senses. There is a space inside the Crisis room that they will turn into sensory room. Of particular benefit to the Special Education students, the room will calm students in distress and engage different areas of the brain. The room will also be available for the general education students.

Weaknesses: None.

30) SHL Garden Club Ongoing Project. SHLES. Recommended funding: \$600 (full funding).

Summary: This proposal will provide continuing funds for the SHL Garden Club; the project for this year is to develop a sensory garden. Students in grades 3 through 5 will nurture flowers, grasses, thorny plants, herbs, vegetables and fruits to engage the five senses.

Strengths: The after-school garden club teaches responsibility, independence, capacity for collaboration and environmentalism, while beautifying the school environment.

Weaknesses: none.

31) Teacher Development: Reading Specialist Certification. SHLES. Recommended Funding: \$0 (no funding).

Summary: This proposal would pay for Praxis testing and tuition reimbursement to support the completion of a master's degree in literacy education and reading specialist certification.

Strengths: Reading specialists are valuable members of the PGCPs staff.

Weaknesses: There are a variety of programs to provide tuition support for teachers furthering their education. Because these other programs are available, ACE felt that this proposal was not a good use of city funds.

32) Enriching/Differentiating Instruction During Small Groups. SHLES. Recommended Funding: \$594.27 (full funding).

Summary: This proposal would purchase a variety of items for enriching and differentiating experiences for students at SHLES. The goal of the materials, to be used in small groups, is to build fluency, language and engagement and also to increase math fluency and letter recognition.

Strengths: The students utilizing the materials should be able to work more independently.

Weaknesses: None.

33) Animal Adaptation Assembly. SHLES. Recommended Funding: \$500 (full funding).

Summary: This proposal would provide the cost for the Echoes of Nature presentation on Animal Adaptation. There will be three programs with live animals given, so that the entire fifth grade (135 students) will have access to see them in shifts.

Strengths: This presentation is closely tied to the Life Cycle curriculum that the SHLES students will be studying. The opportunity to see live animals is also very valuable to students in a school with significant minority enrollment.

Weaknesses: None.

RECOMMENDATION: This is the 11th year that ACE has solicited grant proposals. The ACE grants to schools program has been highly successful. The final grant reports received from the schools document the positive impact on education in Greenbelt that the program has had. The continued interest of the schools and the creativity of the proposed projects are a testament to the success of the program. In this report, ACE recommends that the City Council approve funding for 24 proposals, totaling \$12,507.89 with the following distribution per school:

School	Requested	Submitted	Recommended	Approved	Rejected
DKFIS	\$ 600.00	1	\$ 600.00	1	0
ERHS	\$ 1,200.00	2	\$ 1,200.00	2	0
GES	\$ 10,378.45	22	\$ 6,632.86	14	8
GMS	\$ 600.00	1	\$ 600.00	1	0
MES	\$ 1,180.76	2	\$ 1,180.76	2	0
SHLES	\$ 2,694.27	5	\$ 2,294.27	4	1
DKFIS	\$ 600.00	1	\$ 600.00	1	0
Totals	\$ 16,653.48	33	\$ 12,507.89	24	9

This year ACE budgeted \$12,500 for ACE grants, and recommends grants totaling \$12,507.89. ACE is satisfied with the recommended programs and does not request additional funding for the grants that were not approved.

Approved by ACE on 12/3/2019 with a vote of 6-0 with three members absent.

City Council Agenda Item Report

Meeting Date: January 27, 2020

Submitted by: David Moran

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

Approval of Revised Forest Preserve Guidelines

Suggested Action:

On September 25, 2019, the City Council held a Work Session with the Forest Preserve Advisory Board (FPAB), City staff and other interested parties regarding proposed changes to the Forest Preserve Stewardship Guidelines. FPAB further revised the guidelines to incorporate feed provided at the Work Session, as well as input from the Advisory Committee on Trees (ACT) and the Parks and Recreation Advisory Board (PRAB).

It is recommended Council approve the Revised Forest Preserve Stewardship Guidelines

Attachments:

[Forest Preserve Stewardship Guidelines.pdf](#)

[FPAB_Report_to_Council_2019-7_AdvBrdGuidelineEdits.pdf](#)

CITY OF GREENBELT, MARYLAND

**FOREST PRESERVE
STEWARDSHIP GUIDELINES
2019**

Executive Summary

The Greenbelt Forest Preserve is 254.8 acres of forested land that are protected and conserved in their existing natural state, for the use and enjoyment of present and future generations. The Forest Preserve serves a vital function by providing a link between residents of the city and nature. The Forest Preserve is part of Greenbelt's cultural identity, its ambiance and sense of place. It adds to Greenbelt's air and water quality and ultimately, by reducing storm water runoff, improves the quality of the Chesapeake Bay. By providing a form of passive recreation, it contributes to the health and wellness of Greenbelt residents. The Guidelines aim to expand on Greenbelt's historic legacy by suggesting ways to protect the Forest Preserve and its wildlife in a natural state to the maximum extent practicable.

On October 27, 2003, the City of Greenbelt passed legislation to designate these lands as a "Forest Preserve" (Ordinance No. 1243). Subsequently, a task force of citizens was formed to write the *Management and Maintenance Guidelines*, which were adopted by the City in 2007. This current document revises the *Management and Maintenance Guidelines*, expanding and clarifying the care needed for the Forest Preserve. In updating the guidelines, the Forest Preserve Advisory Board adopted a new title *Stewardship Guidelines* to reflect a more active approach for protecting and conserving this dynamic ecosystem.

When the federal government established the town of Greenbelt in the 1930s the city planners intended the land around the town to be a "belt of green." Greenbelt was designed as a "Garden City," a residential area surrounded by forests, community gardens, recreational facilities, farms, and other green space. This green space would provide health benefits to residents as well as protection from encroachment by nearby development that was out-of-character with the town's design. As the decades passed, parts of the "belt of green" were sold, developed, and repurchased, resulting in the loss of much of the original forest.

These *Stewardship Guidelines* are detailed and multifaceted, to cover a wide range of events, activities and uses of the forest that could have impacts on the health of the ecosystem. Residents of Greenbelt are encouraged to enjoy the Forest Preserve and explore it passively. People are encouraged to walk on designated trails. These guidelines exist so that the impact of human activity on the ecosystem is kept to a minimum. Many activities, such as lighting fires, hunting, camping, building structures and disposing of litter, are not permitted. The city code describes these in detail. Both natural events and anthropogenic activities can impact the quality of the air, land and water, as well as the health of the plants, animals and microscopic organisms. These

guidelines cover ecosystem health, trails, invasive species, disturbance, wetlands, non-conforming uses, litter cleanup, special events, and enforcement. All of these topics have been carefully reviewed and revised to create this update to the original 2007 guidelines.

- **Ecosystem Health:** The chapter on ecosystem health discusses how to determine if a forest ecosystem is healthy and functioning, and describes strategies for improving the health of the Preserve.
- **Trails:** The section on trails discusses the existing primitive informal trails and proposes a Master Trails Plan. This plan would create a designated trail system in the Preserve and describe the type and intensity of trail maintenance that should occur in order to maintain ecological health in each area. These guidelines stipulate that in all instances the City will maintain the trails to the minimal extent possible.
- **Invasive Species:** The chapter establishes a process to evaluate the impacts of invasive species in the preserve and a strategy to reduce their impacts on the forest ecosystem in a manner that will minimize disturbance caused by invasive species management. The principles of Integrated Pest Management shall be used in all planning for invasive species management.
- **Disturbance:** The disturbance section describes natural and anthropogenic disturbances in the Preserve, and establishes a method for the Board to assess and address various types of disturbance.
- **Wetlands:** This chapter describes wetlands and provides details about the location and condition of streams and wetlands in various Preserve tracts. It also describes threats to wetland and stream health and methods for assessing their health along with possible stewardship remediation.
- **Specially Managed Areas:** The parcels that make up the Preserve include non-forested areas that have been set aside for other uses. The specially managed areas section addresses these areas, as well as impacts to the Preserve from activities and uses on adjacent land.
- **Cleanup, Enforcement and Special Events:** This final chapter discusses litter and debris cleanup, the permitting process and the management of special events, prohibited activities within the Preserve and their enforcement.
- **Glossary**
- **Appendix A:** A copy of Greenbelt City Code pertaining to the Preserve, Article IX, Sec. 12-150 to 12-163 is included as Appendix A

Typically, the hallmark sign of ecosystem health is the presence of a wide diversity of organisms, living in a harmonious community. These guidelines seek to improve—or at a minimum, to maintain—the ecosystem health and biodiversity in the Preserve, while also allowing compatible recreation.

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Chapter One

HISTORY AND OVERVIEW

1.1. History

In the 1930s, the federal government established the town of Greenbelt as a New Deal era experiment in suburban planning. City planners envisioned that residential areas would be surrounded in perpetuity by what they called a "belt of green" that was to contain forests, community gardens, recreational facilities, farms, and other green space. Planners believed that green space immediately adjacent to residential areas would provide health benefits to residents. Planners also expected the belt to protect the town from encroachment by nearby development that was out-of-character with the town's design. New Deal planners cited as one of their inspirations the "Garden City" design of Ebenezer Howard, which called for a 5,000-acre belt of green around a 1,000-acre developed area. The cooperative housing of the New Deal era and the rest of what is now called "Old Greenbelt" occupies approximately 1,000 acres, but only a small portion of the surrounding 5,000 acres is still green space.¹

The tracts of the present-day Forest Preserve are among the portions of the town's original "belt of green" that still exist. Elsewhere in town, the southern portion of the belt of green was safeguarded, when approximately 1,000 acres were transferred to the National Park Service in 1950 to create Greenbelt Park. New Deal planners intended the thousands of acres of green space in the Beltsville Agricultural Research Center (BARC) to permanently protect Greenbelt from encroachment from the north. To the west of the original cooperative housing, a partial "belt of green" exists today as Buddy Attick Park and the Belle Point Tract and Boxwood Tract of the Forest Preserve.

The surviving portion of the belt of green that lies immediately to the east of Greenbelt's original cooperative housing is made up of the two largest tracts of the present-day Forest Preserve plus a smaller area of woodlands owned by Greenbelt Homes Inc. (GHI). The precursor to GHI purchased all of this land from the federal government in December, 1952.² GHI soon sold much of this land to developers. Nothing was built on the land that would eventually become the North Woods and Hamilton Woods Tracts of the Forest Preserve because the county repeatedly denied the developers' petitions to have the land rezoned for high-density development in the 1960s and 1980s. Over the

¹ Ebenezer Howard, 1902: *Garden Cities of Tomorrow*, Swan Sonnenschein, 167 pp, available online at <https://books.google.com/books?id=jVJUAAAAMAAJ> ; Resettlement Administration, September 1936: *Greenbelt Towns*, USDA, 32 pp, available online at <https://archive.org/details/greenbelttowns1936unit> ; Cedric Larsen, 1938 August: Greenbelt, Maryland: A Federally Planned Community, *National Municipal Review*, pp. 413-420, available online at <http://onlinelibrary.wiley.com/doi/10.1002/ncr.4110270806.epdf>.

² Maryland Land Records, Liber 1568, Folio 199-233, 31 Dec 1952; Plats.net, Map C2482-185, Dec 1952.

years, Greenbelt residents and the city government became increasingly interested in preserving this green space, culminating in the 1990 purchase of what was then known as Parcel 1.

Following the purchase of Parcel 1, the City sought to protect the forest ecosystem in this corner of town. After considering public land trusts, private land trusts, easements, and county zoning overlays, the City determined that the best mechanism for protecting the forest would be to establish a Forest Preserve program. In 2003, the City Council modified the City Code to establish the Forest Preserve as city-owned land distinct in purpose from the town's parks, picnic grounds, and sport fields. In 2003, the City Council also formed a citizen task force to write management guidelines. In 2007, the council created the Forest Preserve Advisory Board. As is the case with the Greenbelt Forest Preserve, the term "forest preserve" generally refers to an area where the primary goal is to allow a healthy ecosystem to persist rather than altering the ecosystem to accommodate recreation or resource extraction.

In 2015, the City Council hired A. Morton Thomas and Associates to assess the health of the North Woods and Hamilton Woods Tracts of the Forest Preserve. In light of this study, the Forest Preserve Advisory Board proposed a number of revisions to the management and maintenance guidelines in 2019, including that the guidelines be renamed "Stewardship Guidelines." The motivation for using the word "stewardship" is that the forest is a living system to be watched over and protected, not a machine to be maintained. The intent of these guidelines is that Greenbelt residents will participate in the stewardship of the forest, while the City Council and the Forest Preserve Advisory Board play well-defined stewardship roles as well.

1.2. Stewardship Philosophy

The primary goal of this document is to guide the preservation of the Forest Preserve areas and the wildlife habitats within their boundaries. The first concern for citizens is the stewardship of the Forest Preserve—to protect and conserve the land in a natural state. Change occurs through natural processes in every forest and, in most forests, through human activity that occurs either inside or outside of the forest boundary. Such changes may indicate a healthy ecosystem or distressed one. The Forest Preserve Advisory Board will assist the City in determining what observed changes are acceptable and what changes should be addressed to preserve the healthy functioning of the forest ecosystem.

Secondary goals of this document are to guide and allow for public education, passive recreation, and activities that improve the aesthetics within the preserve. These secondary goals should be embraced to the maximum extent practicable, consistent with wise stewardship and conservation of the forest ecosystem. In terms of education,

the Forest Preserve Advisory Board may host a table at one of the town's various public-information days or submit letters or articles to the Greenbelt News Review about seasonal features of the forest or threats to the forest. Passive recreation refers to walking or jogging through the forest or to studying the flora and fauna to the extent that such activities do not harm the ecosystem. The Forest Preserve Advisory Board and other organizations may host free, public hikes with an ecological or education theme, subject to the permitting provisions stated in these Guidelines. Aesthetics refers to the desire that the forest appear to be a wild place free from structures, refuse, or other man-made marks. In connection with the desire for an aesthetic experience within the Preserve, the Forest Preserve Advisory Board may invite the public to participate in trash clean-up events.

1.3. Enabling Legislation

The Forest Preserve and its administration is defined in the Greenbelt City Code, Section 12, Articles 8 and 9. The original legislation that defined the Forest Preserve is City Council Ordinance 1243, which was adopted on October 27, 2003.

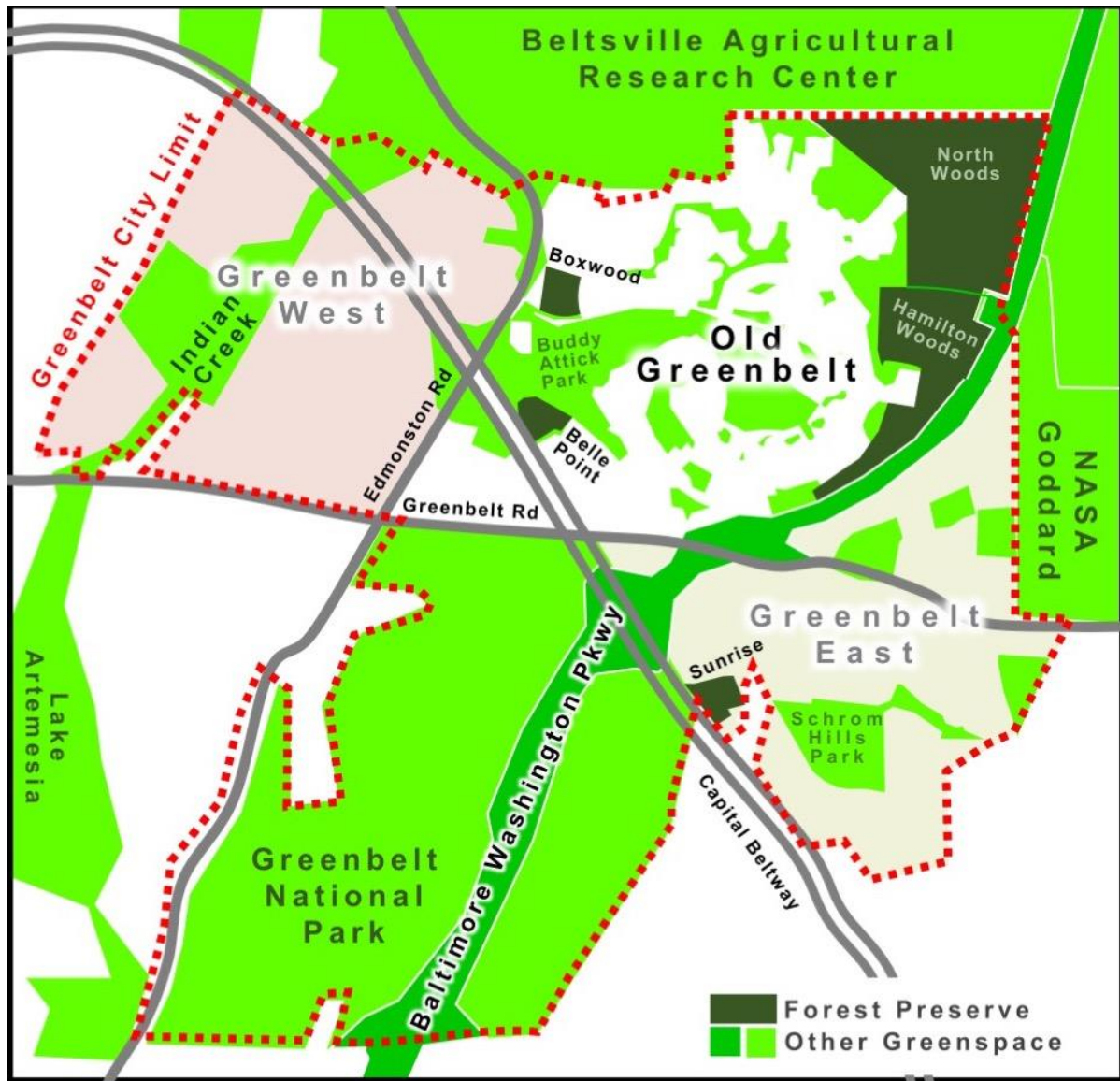
1.4. Description of the Forest Preserve

The Forest Preserve consists of five tracts shown on the following map. When the Forest Preserve was created in 2003, it originally contained only two tracts: the North Woods and the Hamilton Woods. In 2007, the Forest Preserve Task Force recommended that the City add four more tracts to the Forest Preserve, three of which were added: Boxwood, Belle Point, and Sunrise. The different ecological characteristics and surroundings of each tract influence the stewardship activities that are appropriate there.

1.4.1. North Woods Tract

Physical Description: The North Woods Tract consists of 145 acres. It is the largest tract in the Greenbelt Forest Preserve and contains more than half of the total acreage managed under the Forest Preserve program. The North Woods Tract lies immediately north of Northway Road, west of the Baltimore-Washington Parkway, south of the Beltsville Agricultural Research Center (BARC), and east of the woodlands owned by Greenbelt Homes, Inc. (GHI). The North Woods Tract lies north of the Northway athletic fields at the end of Northway Road. When the Forest Preserve was created, the city was in the process of constructing an astronomical observatory just north of Northway Road and the city had, for years, collected yard waste and generated mulch just north of Northway Road. While neither of these activities are consistent with

the intended purpose of the Forest Preserve, they were permitted as pre-existing uses of the land just within the southern boundary of the North Woods Tract of the Forest Preserve (See Map 2).



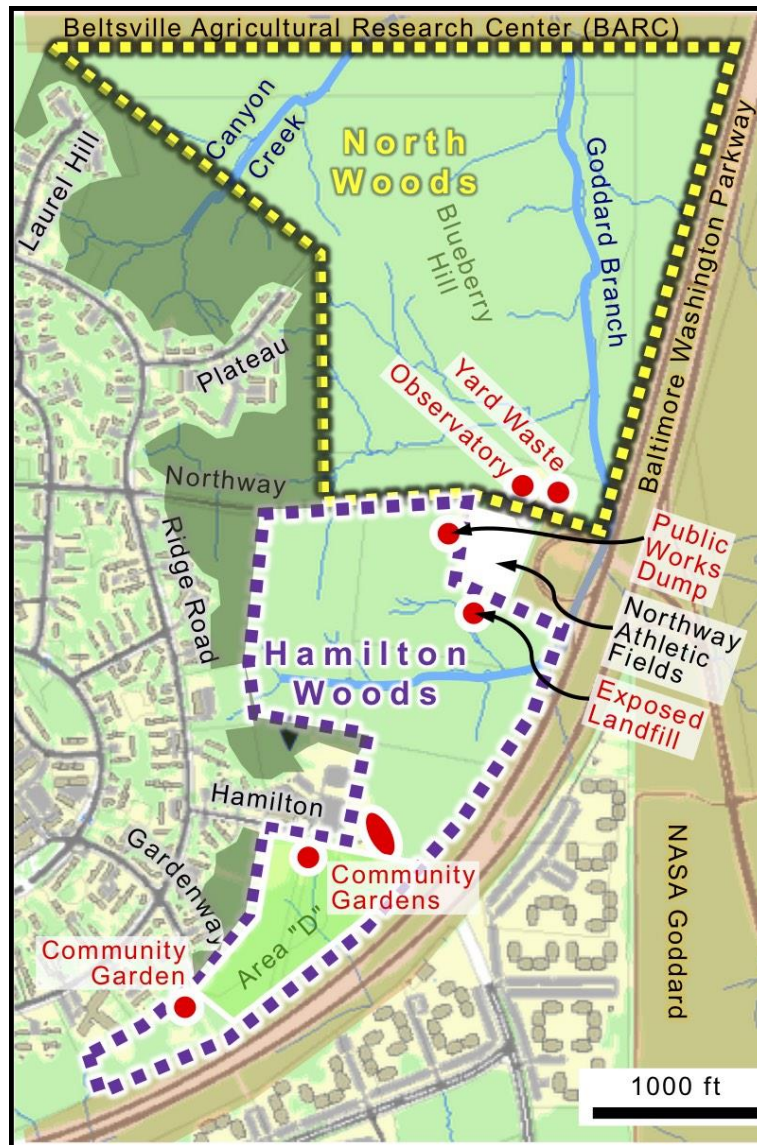
Map 1: A map of Greenbelt that shows the five tracts of the Forest Preserve in dark green, other public and private green space in light green (parks, athletic fields, forested acreage, etc.), and the town's boundaries with a red-dotted line.

Ecological Characteristics: Among all of the tracts in the Forest Preserve, the North Woods Tract contains the greatest diversity of species and habitats and is considered the most ecologically valuable. At its center is Blueberry Hill, which rises 100 feet above the Goddard Branch wetlands and Canyon Creek (See Map 2). The types of

habitats within the North Woods Tract include floodplain, cove forest, seep, vernal pools, upland oak-hickory forest, and heath forest. The North Woods Tract also contains a considerable area that is suitable for species that dwell preferentially in forest interiors, a feature of the North Woods that is enhanced because it is adjacent to extensive forest within the Beltsville Agricultural Research Center (BARC) of the U.S. Department of Agriculture.

History: A number of tulip poplars, oaks, and red maples have grown to considerable girth in the North Woods Tract, suggesting that some of these trees may have been growing already before Greenbelt was founded in 1937. Maryland Land Records trace the North Woods Tract to three parcels of land known as Green Spring (on present-day Blueberry Hill), Poplar Thicket (north and west of Blueberry Hill), and Parcel Enlarged (along the east bank of Goddard Branch). The North Woods Tract and Hamilton Woods Tract are a remnant of the eastern portion of the "belt of green" that originally surrounded Old Greenbelt in 1937.

Stewardship: The North Woods Tract shall be managed in such a way as to promote its ecosystem health to the maximum possible extent. Improvements should only be permitted when they are necessary to maintain ecosystem health.



Map 2: North Woods and Hamilton Woods Tracts, showing their boundaries and non-conforming areas within them. Forest cover, streams, buildings, and pavement from pgatlas.com.

1.4.2. Hamilton Woods Tract

Physical Description: The Hamilton Woods Tract consists of 81 acres, making it the second largest tract in the Forest Preserve. The Hamilton Woods Tract has also been called the "South Woods" because it lies immediately south of the North Woods Tract. The Hamilton Woods Tract includes land that is bounded by the Baltimore-Washington Parkway and by GHI woodlands. The narrowness of the southern portion of the Hamilton Woods Tract results in noise pollution from the Baltimore Washington Parkway impacting visitor experience.

Ecological Characteristics: The Hamilton Woods Tract contains stream and upland-forest habitats. The tract is almost entirely forested. One exception is the clearing along the western edge of Northway Athletic Fields where the Public Works Department maintains a road-tailings pile, fill-dirt pile, and large-timber pile adjacent to and possibly within the Hamilton Woods Tract. Public works also keeps a buffer zone free of trees around the community gardens that are located within the Hamilton Woods Tract. The three garden areas are located beyond the end of Hamilton Place, opposite the GHI office building, and near Gardenway Road. Along the northern boundary of the Hamilton Woods Tract and just south of Northway Athletic Fields, a known hazard is the scrap metal and other large, non-biodegradable trash items that have been scattered over several acres. This hazard has existed for a number of decades.

History: The Hamilton family owned this land from the mid-1700s to the mid-1800s. Since the late 1930s, community gardens have existed at approximately their present-day locations within the Hamilton Woods Tract. Community gardens in roughly this area were part of the original New Deal era design for Greenbelt. Since the creation of the Forest Preserve, the northern portion of the Hamilton Woods Tract has often been used for the annual pumpkin walk. Greenbelt's volunteer-run pumpkin walk was originally envisioned as a way to introduce residents to Greenbelt's forests in 1988 during the campaign to have the city purchase Parcel 1 at the heart of the North Woods Tract. While the North Woods and northern portion of the Hamilton Woods have for decades contained an informal network of trails, the southern portion of the Hamilton Woods Tract currently lacks clear trails. FPAB takes the lack of informal trails as evidence that hikers visit this area less often than other areas of the Forest Preserve.

Stewardship:

1. FPAB may recommend removing the exposed landfill refuse in the northern portion of the Hamilton Woods if a way could be found to do so without causing unacceptable disturbance to the forest ecosystem.
2. FPAB is monitoring the Public Works road-tailings and other piles of material within the eastern edge of the Hamilton Woods Tract next to Northway Athletic Fields.

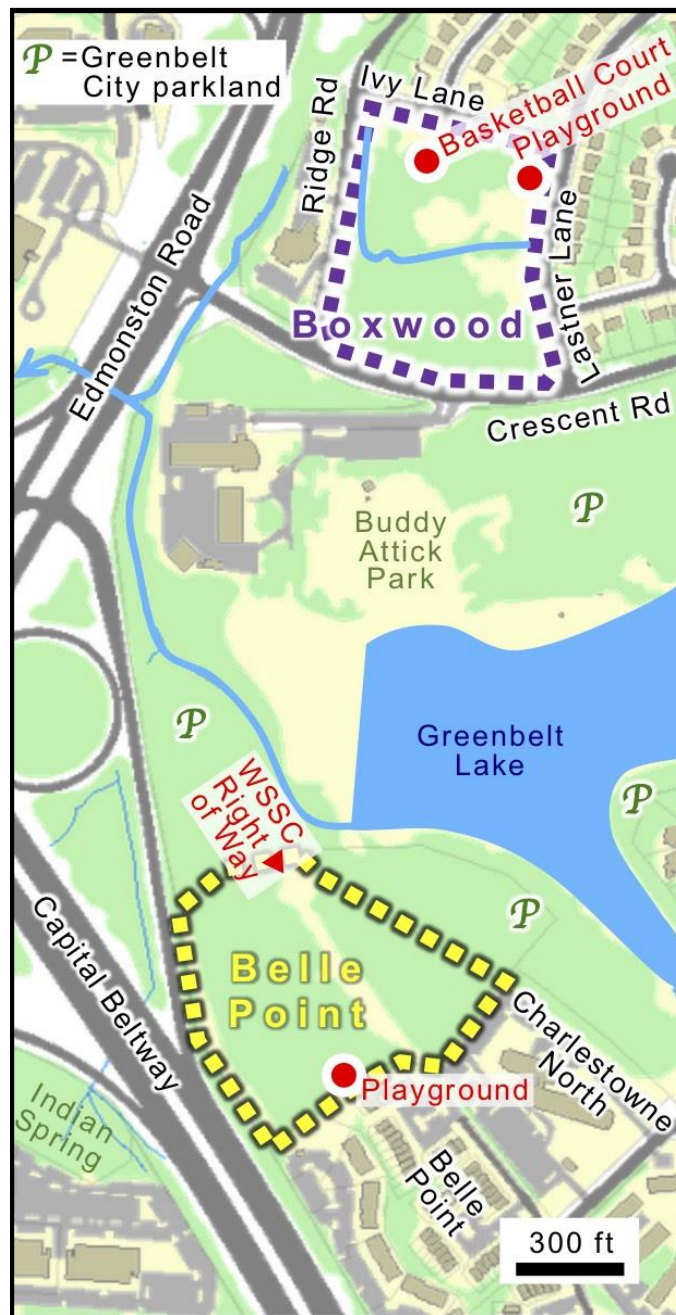
FPAB will recommend remedial action if such use were expanded or was deemed likely to cause harm to the adjacent, forested portion of the Hamilton Woods Tract.

1.4.3. Boxwood Tract

Physical Description: The Boxwood Tract consists of 8.8 acres located north of Greenbelt Lake and across the street from the main entrance to Buddy Attick Park. The Boxwood Tract is bounded by Crescent Road, Lastner Lane, Ivy Lane, and Ridge Road. The tract contains approximately two acres of mowed lawn, a playground, and a small basketball court, all of which pre-date the creation of the Forest Preserve program and are excluded by City Code from Forest Preserve regulations. These features are shown on Map 3.

Ecological Characteristics: The Boxwood Tract is mostly wooded but includes approximately two acres of fields that are regularly mowed by Greenbelt Public Works. A stream flows through the middle of the Boxwood Tract, from east to west.

History: The Boxwood Tract is named after the Boxwood subdivision of Greenbelt that was built during the 1960s. The City of Greenbelt acquired this tract in March, 1970.³ Along with the parkland around Greenbelt Lake, the Boxwood and Belle Point Tracts are



³ Maryland Land Records, Liber 3813, Folio 470

Map 3: Boxwood and Belle Point Tracts, showing their boundaries and non-conforming areas within them. Forest cover, streams, buildings, and pavement from pgatlas.com.

remnants of the western portion of the "belt of green" that originally surrounded the residential areas of Old Greenbelt. The Boxwood Tract was added to the Forest Preserve following the recommendation of the Forest Preserve Task Force in 2007.

Stewardship: The aesthetic value of the stream could be improved by removal of debris.

1.4.4. Belle Point Tract

Physical Description: The Belle Point Tract consists of 10 acres. It is immediately south of the parkland that surrounds Greenbelt Lake and lies north of the 495 Capital Beltway (Map 3). Within the tract, there is a small playground for the adjacent Belle Point Subdivision. The Washington Suburban and Sanitary Commission (WSSC) maintains a non-forested strip that passes through the Belle Point Tract to provide WSSC access to the underlying water main.

Ecological Characteristics: The tract is forested other than the clearing associated with the WSSC right of way.

History: During the construction of Greenbelt (1935-1937), federal relief workers cleared a path from Greenbelt Lake through the Belle Point Tract heading southwest to Indian Springs. The path was a popular one during the early years of Greenbelt, as residents walked from the residential areas of Old Greenbelt to Indian Springs, where many arrowheads were found. The construction of the Capital Beltway in the 1960s isolated Indian Springs from the Belle Point Tract and the rest of the forested area around Greenbelt Lake. The Belle Point Tract is named after the adjacent Belle Point subdivision and was acquired by the City of Greenbelt in November of 1987.⁴ The Belle Point Tract was added to the Forest Preserve following the recommendation of the Forest Preserve Task Force in 2007.

Stewardship: Currently, there are no long-term stewardship concerns specific to the Belle Point Tract.

1.4.5. Sunrise Tract

Physical Description: The Sunrise Tract consists of 10 acres. It is located immediately to the east of the Capital Beltway, north of Hanover Apartments, west of Hanover Parkway, and immediately west of the Greenbelt Dog Park (See Map 4).

Ecological Characteristics: The Sunrise Tract is entirely forested. A stream flows just outside the Sunrise Tract's eastern and southern boundary and within a strip of land that is owned by the City of Greenbelt. This stream flows west into Still Creek in Greenbelt Park, a tributary to the Anacostia River.

⁴ Maryland Land Records, Liber 6833, Folio 779

History: In 1991, the City worked to prevent the Sunrise Development Corporation from constructing high-rise buildings on this tract. As a result of negotiations related to the construction of a nearby post office, the City purchased the Sunrise Tract using Program Open Space Funds in October, 2004.⁵ The Sunrise Tract was added to the Forest Preserve following the recommendation of the Forest Preserve Task Force in 2007.



Map 4: Sunrise Tract, basemap from PGAtlas.com.

Stewardship: Several large dumpsters surround the northwest access point for the Sunrise Tract, which leads to littering and the dumping of large items in the Forest Preserve. A wooden fence to replace the broken plastic one might enhance the aesthetics of the property and a regulatory sign might mitigate dumping. The stream along the eastern and southern boundary of the Sunrise Tract that contributes to Still Creek collects trash and needs protection.

⁵ Greenbelt News Review, 14 Feb 1991; 12 June, 2003; 14 June 2007; Maryland Land Records, Liber 20449, Folio 716.

Chapter Two

ECOSYSTEM HEALTH

The goal of all management activities in the forest Preserve is to maintain and enhance ecosystem health. To accomplish this, it is necessary to assess the current ecosystem health of the Preserve, to determine threats and opportunities for enhancing its health and to select appropriate strategies.

2.1. What is Ecosystem Health?

“Ecosystem health” is a metaphor that uses our ideas of human health to describe the state of an ecosystem. Just as human health is complex, so too many factors make up ecosystem health. In general, a healthy ecosystem is one that is able to maintain its natural diversity, including the diversity of native species and habitats and the diversity of natural processes, such as succession, predation, competition and community dynamics. The closer an ecosystem is to having its natural suite of species and processes the healthier it is. This idea can also be applied to specific habitats in the ecosystem such as forest, stream, and wetland health.

Focusing on threats to the ecosystem is one method for assessing health. The wide variety of threats to the Preserve include air pollution, water pollution, excessive runoff from impervious surfaces, litter, and non-native invasive species, including pests and pathogens that kill trees.

A second way to assess ecosystem health is to consider what is missing but which should be present in an ecosystem. For example, some large native predators would naturally be present in the Forest Preserve, but were eliminated many years ago. Similarly whole processes can be absent from an ecosystem. Fires naturally drive a cycle of disturbance and recovery in forest ecosystems and many forest trees have evolved to survive fires. However, due to the threat to life and property, fires have been suppressed, so this process no longer occurs naturally in the Forest Preserve.

It is important to keep in mind that not all changes are a threat to ecosystem health. Forests naturally undergo the processes of succession, where light loving trees that grow early in the life of a forest are replaced by more shade tolerant species. Virginia pine is an example of a common early successional tree species in the Forest Preserve that will naturally become rarer as time goes on. Similarly, as forests change, the species of animals that live there may naturally become more common or more rare.

2.2. Determining the Health of an Ecosystem

As there is no strict definition of ecosystem health, there is no simple method for measuring it. Instead there are a variety of ways to get insight into the state of the ecosystem. One common method is to conduct an inventory to determine the status of some aspect of the ecosystem. This could be an assessment of some threat to the Forest Preserve, such as determining where trash should be cleared or where new trails are being formed.

Inventories are often conducted to determine what species of plants and animals are found in an area. This sort of inventory is often carried out by a trained specialist or experienced amateur naturalist who is familiar with the species they are likely to find. The results of this type of inventory can identify areas where rare species that need extra protection are found and indicate the quality of the habitats in the Preserve. A newer type of inventory makes use of citizen science to study an area. Volunteers can download apps to their phones, such as eBird or iNaturalist, which will allow them to record when and where they have seen various species. This type of inventory is less structured than a formal study, but by harnessing the help of many volunteers it can provide information that would otherwise be unavailable.

A second type of study used to assess ecosystem health is a monitoring study. A monitoring study measures some aspect of ecosystem health – such as water quality or numbers and sizes of trees, in order to detect changes over time. By revealing trends in ecosystem health, monitoring can help managers set priorities and discover problems, before they become unmanageable. Because monitoring studies may extend over several years, they can require more financial commitment, planning and work than other types of studies.

Finally, from time to time it may be necessary to conduct an in depth study on a particular problem in the Forest Preserve. This can be particularly helpful if a problem has been identified but it is unclear what the preferred means of addressing it should be, such as determining how storm water runoff from the mulch pile effects the nearby stream.

2.3. Managing for Ecosystem Health

Preserving and enhancing ecosystem health should be a guiding principal for management of the Forest Preserve. While other parts of these stewardship guidelines will specify actions to be taken, some general strategies and guidelines to achieve this are discussed below.

One of the simplest strategies is to identify and address conditions that are a threat to ecosystem health. In the context of the Forest Preserve these conditions could include areas being used as trash dumps, erosion along streams and trails, invasive species and a proliferation of trails in a sensitive habitat. Direct action can mitigate these threats and preserve the health of the Preserve.

A second strategy involves restoring species or processes which have been lost from the Forest Preserve. The lands of the Forest Preserve are too small to accommodate large predators, but it is possible that some native plants that could survive in the Preserve have been lost prior to the establishment of the Preserve when much of the area was farmed. In principal, if such a species was identified, it could be restored to the Preserve and enhance ecosystem health. Similarly, fires are a natural part of forest ecosystems, but are largely absent from the Preserve.

A third strategy does not look to current problems, but rather tries to build resilience to future threats. Increasing urbanization, a changing climate and ongoing air pollution will likely impact the Preserve. Some actions may help maintain ecosystem health, despite these ongoing problems. These could include maintaining connections to adjacent forests to provide a better larger habitat for forest dwelling species or ensuring that streams continue to have canopy cover to prevent overheating during the summer months.

Regardless of the management strategy used, it is useful to consider the scale at which a problem should be solved. If there is litter in the Preserve or erosion along a trail, these issues can be addressed within the Preserve. Erosion due to runoff from neighboring properties would need to be addressed at a wider scale and management to mitigate the runoff may take place entirely outside of the Preserve. Effective management will likely require efforts at a variety of scales, and it will be helpful to enlist the help of neighboring property owners and other organizations to address these and related issues.

Finally, it is important to remember that management activities themselves carry the risk of causing harm to ecosystem health. For example, using broad application of an herbicide may control an infestation of an invasive plant, but it also has the potential to kill non-target species. Before any management activity takes place, there should be a careful consideration of both the risks and the benefits to ensure that the action truly promotes ecosystem health. In general, actions that address problems, when they are small, and actions that prevent problems from occurring are likely to have fewer harmful consequences. Once problems become larger, more drastic actions will need to be taken, which in turn have more potential for degrading some aspect of ecosystem health.

Chapter Three

TRAILS

3.1. Master Trails Plan

The largest tracts of the Forest Preserve have long attracted visitors, which resulted in an extensive network of trails in the North Woods and Hamilton Woods Tracts. The original Forest Preserve Management and Maintenance Guidelines of 2007 acknowledged these trails, but did not designate official or sanctioned trails. Those guidelines describe “a primitive, informal trail system,” with the goal of minimizing the impact on the environment. But over time, adverse impacts have occurred. Members of the public have made new trails, rerouted old trails around obstacles and have undertaken impromptu trail maintenance with mixed results for the environment. This section details a new approach to trail management to promote good stewardship and public safety and to encourage appropriate use of the Preserve.

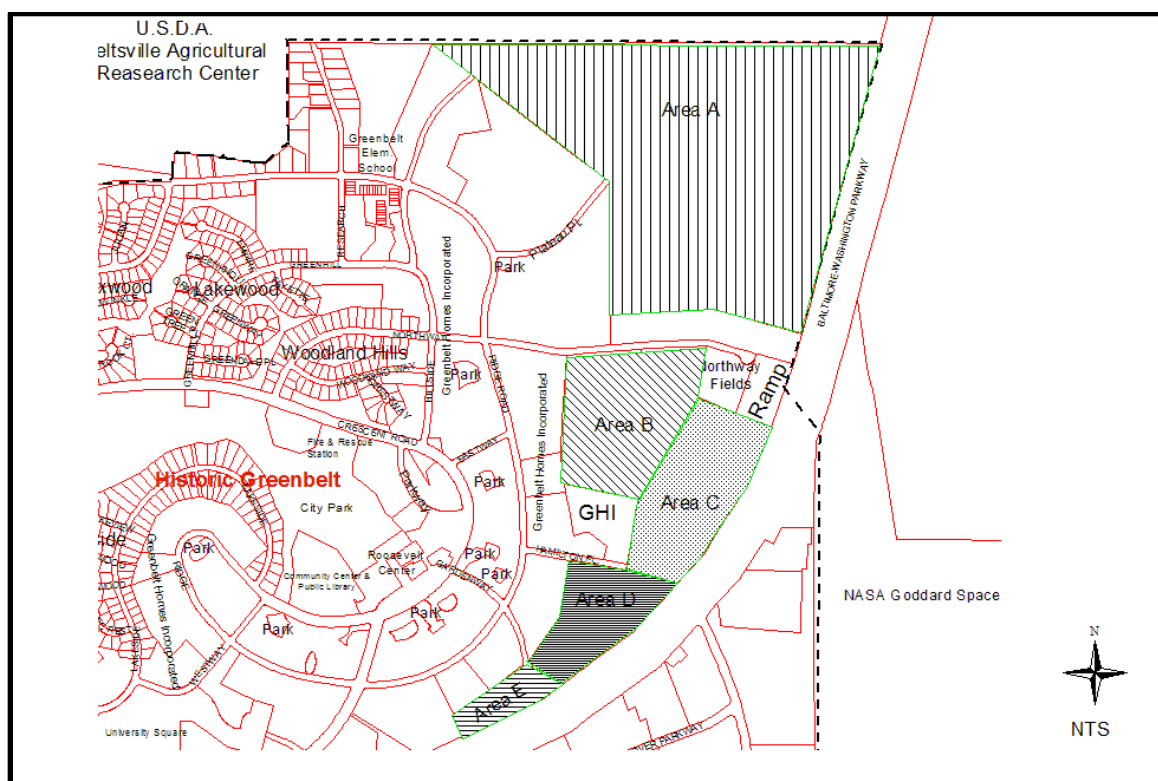
Trails will be officially designated and maintained to protect the health of the Preserve, provide a variety of experiences to hikers and allow the city to discourage unofficial trails or maintenance activities. FPAB and City staff will create a Master Trails Plan that will designate and map the official trails in each parcel and describe the type and intensity of trail maintenance that should occur to preserve ecological health in each area. In all instances, the City will maintain the trails to the minimal extent possible. Trail maintenance activities that are approved in the Master Trails Plan may be carried out by trained city staff, trained volunteers working independently, or groups of volunteers under direct expert supervision.

Designating a trail to be an official trail does not mean it will be marked by physical blazes. The Master Trails Plan will include an inventory of existing trails, sensitive areas, areas of misuse or environmental decline and stream crossings. It will denote those areas where public access may be restricted or existing trails closed. For instance, we would designate a trail on the west-side of Goddard Creek and leave the east-side without a designated trail in order to protect the wetlands. The Master Trails Plan will also indicate which trails are easy to use and barrier-free.

When issues arise, FPAB will consider and address the need for trail maintenance at specific locations. Such issues might include a newly fallen tree blocking a trail in an ecologically sensitive area, eroding trails or newly created trails. Maintenance activities on designated trails will minimize disturbance to the Preserve to the maximum extent practicable, while at the same time allowing the public to experience a large, forested area and participate in activities consistent with that type of experience.

3.2. Trail-specific Stewardship

The Preserve includes the North Woods, Hamilton Woods, Boxwood, Belle Point and Sunrise Tracts, each with its own ecological features. For Boxwood, Belle Point and Sunrise, refer to the maps in the Introduction. The North and Hamilton Woods Tracts consist of five distinct areas known as Areas A, B, C, D, and E as indicated in the diagram below.



Map 5. Original area designations for the North Woods and Hamilton Woods Tracts in the Greenbelt Forest Preserve.

3.2.1. North Woods Tract (Area A – Parcels 10, 12, 17, 19, 20)

The trails in the North Woods Tract are to be managed in such a way as to promote ecosystem health and minimize visitors' impacts on the forest. The visitor experience in the North Woods should be that of hiking through a natural environment with few, minimally maintained trails. Trail improvements or alterations would only be permitted, when they are necessary to maintain ecosystem health or pursue stewardship goals, such as if a bridge were needed to protect a steep stream bank or if fallen trees block

the trail in sensitive habitats. There will be no permanent trail markings in the interior of the North Woods Tract. Special care needs to be taken to ensure that existing trails do not damage wetlands. See Map 5.

3.2.2. Hamilton Woods Tract (Area B, Parcels 6, 7, 8; Area C, Parcels 8 & 9)

Trail management will support informal experiential and educational events and activities, such as the Pumpkin Walk, and allow temporary, non-destructive marking of trails for these events. The Master Trails Plan will designate a network of trails that maintain the existing access from the James Wolf Athletic Fields, Northway Road and GHI woodlands. The northern portion of Area C was once the site of a landfill. The presence of landfill materials in areas near existing trails may present a hazard to the public. The City might consider installing a barrier, such as a split rail fence, around the landfill to discourage public access. We discourage the use of chain link fences anywhere within the Preserve. See Map 5.

3.2.3. Hamilton Woods Tract (Area D, Part of Parcel 21)

This area is flat and has few streams or other crossings, making it the most suitable of all Preserve tracts for planning and managing an open access hiking area. Developing interpretive trails that are easy to use and barrier-free will make a portion of the Forest Preserve available to a larger segment of the public without threatening or compromising the character and quality of the Preserve as a whole. Trails that provide accessibility for citizens with mobility issues would need to comply with the 2013 Americans with Disabilities Act Accessibility Standards. Chapters 4 and 10 of 2013 ADA Standards stipulate surface, size and slope of accessible routes and trails. See Map 5.

3.2.4. Hamilton Woods Tract (Area E, Part of Parcel 21)

This area of the Forest Preserve from Gardenway to McDonald Field is relatively flat, non-wooded in places and heavily vegetated. The few existing, informal trails will be minimally managed in their current condition. See Map 5.

3.2.5 The Boxwood Tract (Parcel 7)

Boxwood Tract has a playground, picnic area and basketball court on the north side. There are a few social trails through the woods to the basketball court.

3.2.6. Belle Point Tract (Parcel 15)

The Belle Point Tract has a WSSC right-of-way that extends from the Belle Point subdivision to Buddy Attick Park along a wide, cleared area. Since Belle Point residents use this trail to access Buddy Attick Park, it needs to be kept clear of debris.

3.2.7. Sunrise Tract (Parcel A)

This heavily wooded area has no discernible trails. A managed trail here would provide recreational hiking to the Hanover Parkway neighborhood. A wooden fence and a regulatory sign might bring recognition to this Preserve, while also discouraging extreme littering.

INVASIVE SPECIES

4.1. Managing Invasive Species

Invasive species are recognized as a difficult and ongoing threat to wildlife and natural areas in North America, and many invasive species are well established in the Forest Preserve. An invasive species is defined as a species that is not native to the ecosystem under consideration and whose introduction has caused or is likely to cause economic harm, environmental harm, or harm to human health. It can be a plant, animal, fungus, or other organism. Conversely, a native species is any organism that existed in forest communities in the mid-Atlantic region prior to European colonization. The term invasive species has been used in gardening to describe any overly aggressive weed, but under the above definition, a native species can never be considered invasive. This includes native species that may grow in large impenetrable stands in the forest (e.g. greenbrier), as weeds in garden areas (e.g. Virginia creeper) or impact human health (e.g. poison ivy). Several species of invasive plants are common in parts of the Preserve, while invasive animals such as the emerald ash borer and invasive pathogens are likely present and may also impact the forest ecosystem. All invasive species may not merit management efforts within the Preserve, but all should be surveyed in any forest health assessments that are performed in the Preserve.

There are two significant factors that lead some non-native species to be invasive and have severe impacts on native species and natural communities. First, non-native organisms lack the typical predators, pathogens, and/or the inter-specific competition that they encounter in their native ecosystems. This lack can allow some non-native plants to outcompete native plants and allow some non-native animals to overbrowse, defoliate, or otherwise kill native plant species that have not evolved defenses against them. Second, species that become invasive often have advantageous life history traits such as high seed productivity, vegetative reproduction, or allelopathy. Many invasive plants are colonizers of disturbed areas and bare soil. These species typically thrive in full sunlight, but others, such as garlic mustard, English ivy, and Japanese stiltgrass, can invade relatively undisturbed, closed-canopy, shaded forest habitats. Despite these advantages, not all non-native plants become invasive, but those that do will negatively affect native wildlife, plant communities, and ecosystems.

Invasive plants are considered one of the greatest threats to wildlife and wildlife habitat in Maryland. In urban and suburban areas where high quality wildlife habitats are often restricted to public lands, invasive plants reduce local biodiversity by overgrowing native plant communities. There are many lists of invasive species that are of concern in the region, and several lists have been prepared for the Preserve. There are significant

populations of multiflora rose (*Rosa multiflora*), Japanese barberry (*Berberis thunbergii*), English ivy (*Hedera helix*), Japanese stiltgrass (*Microstegium vimum*), oriental bittersweet (*Celastrus orbiculatus*), and lesser celandine (*Ficaria verna*) in the Preserve.

Research is on-going on the efficacy and side effects of specific invasive-species remediation techniques. We will make use of up-to-date science with regard to invasive species in the Preserve. To the degree that there is lack of scientific consensus about a particular technique, we will factor in that uncertainty into the decision-making process.

This section establishes a specific set of guidelines that will be followed to evaluate and reduce the impacts of invasive species on the Preserve, while also minimizing the disturbance caused by invasive species management. These criteria will be used to determine the need for and the likelihood of successful management of those species and to set priorities based on site characteristics, location within the Preserve, site use, target species, and feasibility of control efforts. When management of a species or community of invasive plants in a given area is determined to be necessary, a plan specific to that site should be developed and a multi-year commitment made for the plan to be carried out. In preparing management plans, the FPAB, City Council, and city staff should adhere to the principles of adaptive Integrated Pest Management. At times, attempts to manage invasive plants without the necessary knowledge of plant biology and ecology, the proper management tools, and without sufficient long-term commitment and funding for control measures, can worsen existing environmental problems, leading to invasive species composition shifts, erosion, and further habitat loss. In these situations doing nothing is preferable to haphazard and inconsistent attempts at management.

4.2. Guidelines for managing invasive plants

1. Assess the scope and magnitude of invasive populations. The MD DNR and AMT reports contain inventories of invasive plants and recommendations of areas and plants that should be prioritized. These reports should be used as starting points for prioritizing and conducting location-specific invasive plant management inventories.
 - a. FPAB members, qualified Greenbelt Public Works staff, or qualified volunteers may conduct inventories under the direction of FPAB.
 - b. Inventories in sensitive habitats (bogs and seeps) shall be performed in a way that minimizes entry, disturbance and trampling in those locations.
2. Identify and prioritize target locations and species in this general order:
 - (1) Areas with populations of emerging or less widespread invasive species should be given priority for management over areas invaded by more common invasive plant species. These are often referred to as “Early

detection/Rapid response” species. One example is wavyleaf basketgrass.

- (2) Ecologically significant plant communities should be given high priority for protection from invasive species. For example, in the North Woods Tract, the areas known as Blueberry Hill and Canyon Creek are two areas with unique plant populations. Blueberry Hill is less disturbed than any other part of the Preserve, and contains a number of spring-fed boggy areas with rare plants. Canyon Creek contains similar boggy areas. In these cases prevention is easier than remediation.
- (3) Areas with the fewest invasive species should have priority for management over those areas with the most.
- (4) Large tracts of habitat with limited incursions by invasive species should have priority for management over smaller parcels with heavy infestations.
- (5) Growth habit (e.g. vines growing on trees or pervasive groundcover)
- (6) Generally, older forest stands should receive higher priority for invasive species management than younger stands.
- (7) Small tracts and areas adjacent to residential property shall be the lowest priority.

3. Set goals

- a. The ultimate goal should be to minimize the impacts of invasive plants on the entire Preserve. Proximate goals must derive from the results of the inventory.
- b. Options and goals will vary based on:
 - i. Scope, magnitude and species present in the infestation,
 - ii. Proximity to existing disturbances that may impact the success of the management effort.
 - iii. Resources and effort needed (ease of management)
 - iv. Effectiveness of management options
 - v. Growth habit
- c. Need for post-management restoration or planting

4. Assess and implement management options

- a. Management methods will follow the principles of Integrated Pest

Management, an adaptive approach that includes identification, monitoring, prevention, and a variety of control tactics. These tactics are:

- i. Cultural control
 - 1. Prevention
 - 2. Education
 - 3. Early detection
- ii. Mechanical control
 - 1. Pulling up, grubbing, or cutting, using hands, hand tools or power tools.
 - a. Pulling is effective for garlic mustard (*Aliaria petiolata*), Japanese stiltgrass, Japanese honeysuckle (*Lonicera japonica*), small bush honeysuckles (*Lonicera* spp.), small populations of English ivy.
 - b. Grubbing or digging is effective for multifloral rose, bush honeysuckle, Japanese barberry
 - c. Cutting can be effective for arborized English ivy, large bush honeysuckles, oriental bittersweet and porcelainberry (*Ampelopsis brevipedunculata*).
- iii. Chemical control
 - 1. Herbicide applications to species that do not respond to mechanical control. Many species will re-sprout if cut and not dug up, and mechanical control is not appropriate for some invasive plant species. For example, lesser celandine is a small herbaceous plant that grows in stream and river floodplains in early spring, where it out-competes native spring ephemeral wildflowers. This species is not controlled by cutting or mowing. Digging or grubbing this species can affect native plants and the native seed bank, and can spread the tiny bulblets and tubers that grow at or below the ground level.
 - 2. Avoid broadcast herbicide applications except where necessary. Woody invasive plants can be cut down and an herbicide applied to the stumps (cut stump application), or herbicides can be applied to notches cut into the bark at

regular intervals (hack-and-squirt).

iv. Biological control

1. Goats may eat enough leafy and wood plant material to control some species. This is a form of mechanical control, and must be regularly performed.
2. Few invasive plant species that are found in the Preserve have biological control organisms that are approved by the USDA.
 - a. Mile-a-minute weed (*Persicaria perfoliata*) is an invasive annual vine that is found in the Preserve that does have a biological control. The mile-a-minute weevil (*Rhinoncomimus latipes*) is an insect whose life cycle is tied to mile-a-minute vine at all stages. This insect has been widely released in the area and can likely be found in the Preserve.
3. There are some native fungi and viruses that may eventually provide natural control of some species present in the Preserve.
 - a. Rose rosette disease, which affects non-native roses (such as multiflora rose), is caused by a virus that is spread by a eriophyid mite.
 - b. Populations of Japanese stiltgrass can be affected by a *Bipolaris* fungus that is present in Pennsylvania and western Maryland.
- b. Implement invasive plant management. Once management efforts are implemented in a given area, there must be a commitment to continued management at that site for an indefinite period of time, often many years in length.
 - i. Plant removal can be carried out by people and groups with a wide variety of skills, including:
 1. Untrained volunteers led by experts
 2. Trained volunteers operating independently with approval
 3. City staff or other professionals
- c. Implement restoration if necessary

- i. Removal of invasive plant species without a plan for filling the void left by removal may result in reinvasion by the same or more aggressive invasive plant.
- ii. Planting appropriate native trees, shrubs, grasses and forbs, that are locally derived (i.e., grown from wild stock from near Greenbelt) can fill empty areas after invasive plants are removed, especially along forest edges.

5. Monitor and evaluate results, reassess management needs and options.

4.3. Other invasive species

Other invasive threats to the forest include pest animals and several types of pathogen. The most recent and destructive example of an animal pest is the emerald ash borer (*Agrilus planipennis*). This invasive Asian beetle was first discovered in Michigan in 2002 and in Maryland in 2006. It has since spread to nearly every state east of the Rocky Mountains. The beetle's larvae live in and eat the living wood of ash trees under the bark. Once infested, a tree will typically die within two years. There was a large stand of green and pumpkin ash that supported a small colony of great blue heron nests along Beaverdam Creek in BARC just north of the Preserve, but those trees have now died and the nest colony abandoned. Other known, imminent insect pest threats to Maryland forests include the pine shoot beetle (*Tomicus piniperda*), spotted lanternfly (*Lycorma delicatula*), and the Asian longhorned beetle (*Anoplophora glabripennis*). Additionally there are invasive diseases that can impact trees in the Preserve. Thousand cankers disease is a disease complex native to the western United States that primarily affects black walnut. This disease is the result of the interactions between a fungus and the walnut twig beetle *Pityophthorus juglandis*. "Sudden oak death" is a disease caused by the pathogen *Phytophthora ramorum*. It kills oaks rapidly, but also affects woody plants that are common in the horticulture trade. Beech bark disease is a fungal disease that is introduced to American beech trees by scale insects that feed on the trees. These diseases are closely monitored by the Maryland Department of Agriculture and responses are coordinated at the federal and state level. The Preserve and other forested city property should be monitored periodically for the presence of these invasive species.

DISTURBANCES

5.1. What is disturbance?

Disturbance is anything that causes a sudden disruption or pronounced change to an ecosystem. The spatial and temporal scale of a disturbance may vary due to its type or severity. For instance, a disturbance could disrupt a patch within a forest or the entire forest and the result of the disturbance could last for days or decades. Disturbances can cause damage or improve biodiversity and ecosystem resilience. Disturbances within the Forest Preserve can be natural or anthropogenic. Natural disturbances come from biotic sources (e.g., disease or locusts) and abiotic sources (e.g., wind, fire, or earthquakes). Anthropogenic disturbances are due to human activities, such as dumping, vandalism, habitat fragmentation or climate change. When responding to disturbances, forest stewards must consider the source (natural or anthropogenic), the scale (spatial and temporal) and the threat to the health of the forest ecosystem, safety of the public, and impacts on the adjacent land.

Prior to European colonization the forest ecosystems in the mid-Atlantic region were managed by Native Americans with fire, and by hunting, gathering, and selective forest thinning. This activity was followed by decades of additional disturbance including timber harvesting, grazing, and farming. In more recent decades the forest ecosystem in the Preserve has been unmanaged and free of acute and large-scale anthropogenic disturbances, resulting in the flora and fauna found there today.

The City is unable to protect the Preserve from all types and degrees of disturbance. FPAB and city staff will monitor the Forest Preserve and recommend when intervention might be advisable.

5.2. Natural disturbances

Natural disturbances occur normally in forest ecosystems. For instance, the wind may blow down older trees and open the canopy, resulting in subsequent microsite availability for understory forbs and tree seedling establishment and increased habitat for insects and birds. Wind, in this example, may enrich the species and improve tree demographics. Many of the species that live within the forest have encountered natural disturbances for generations and may have adapted to one or more of them.

For many natural disturbances, regardless of scale, it may not be necessary for the city to take action because the disturbance does not decrease the health of the forest

ecosystem or pose a threat to the public or adjacent land. The city may need to intervene, only if the disturbance severely decreases the health of the forest ecosystem or creates a safety concern. Such intervention needs to minimize negative impacts to the health of the forest ecosystem.

5.3 Anthropogenic disturbance

Anthropogenic disturbance is common in the Forest Preserve and can impact the resilience and subsequent health of the forest ecosystem. FPAB evaluates the disturbance based on the spatial scale affected, the amount of time the ecosystem is disrupted, the frequency of the disruption, the severity of the threat to the ecosystem health and the safety risk to the public or adjacent land. A simple clean-up effort might be an appropriate response to dumping, for instance. The intervention may be more involved for other events, such as storm water runoff; in this case, the City might want to implement storm water retrofits to decrease the rate and volume of storm water flowing in the Forest Preserve or plant appropriate native vegetation to stabilize the stream banks. Other efforts to promote ecosystem resilience may also help to deal with the disturbances caused by climate change.

Chapter Six

WETLANDS

6.1. Introduction

Wetlands are important to the overall quality of the Forest Preserve. Healthy wetlands provide a good habitat for plants, animals and microorganisms, and many rare species are found only in wetland environments. Wetlands also provide ecosystem services to humans such as protecting and improving water quality. Wetlands can also store water during high rainfall, thereby reducing flooding.

Wetlands are found throughout the tracts of the Forest Preserve. The most prominent wetlands are the streams that flow through the forest and a large seepage bog (Map 6). Streams can be divided into perennial, intermittent and ephemeral streams based on how consistently they flow. Perennial streams are those that typically flow throughout the year. Intermittent streams will flow during wetter months when the underlying water table is relatively high, but do not flow during dry months when their water table drops. Ephemeral streams only flow immediately after rain storms and are otherwise dry.

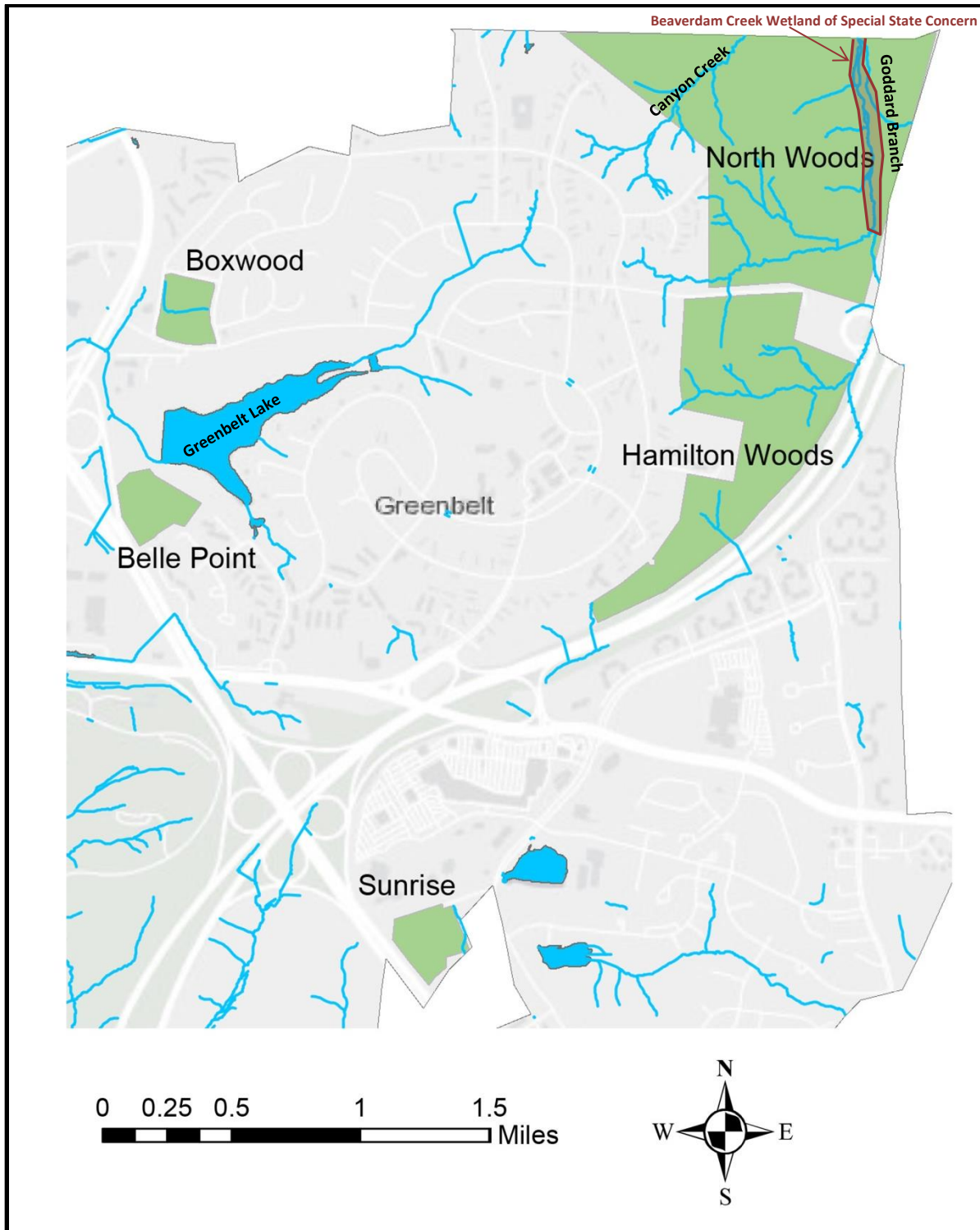
Seeps, springs, vernal pools, and acidic seepage bogs are also found in the Preserve. Seeps are springs with low flow and often appear to be wet spots in the forest, whereas springs have visible water flow. Seeps and springs are generally found on hillsides and can be home to a variety of unique organisms. Vernal pools are pools of water formed during the spring that dry out later in the year. These are important breeding habitat for amphibians because they lack fish predators that eat eggs and tadpoles. Seepage bogs are fed by groundwater, typically with a slightly acidic pH. These bogs are uncommon in Maryland and typically have communities of plants that can tolerate low nutrient soils.

6.2. Location and Condition of Wetlands

6.2.1. North Woods Tract

Streams

“Goddard Branch” of Beaverdam Creek: This is an incised, perennial stream that flows north from within Goddard Space Flight Center, through the North Woods Tract, and into Beaverdam Creek in Beltsville Agricultural Research Center. This stream is included in the Beaverdam Creek Wetland of Special State Concern. It receives significant amounts of stormwater runoff from the Baltimore-Washington Parkway.



Map 6. The waterways of the Forest Preserve and surrounding area in Greenbelt, MD. Data from PG Atlas, City of Greenbelt, and Open Street Maps.

“Canyon Creek”: This is a deeply incised, perennial stream that flows northeast from “60 Court” Ridge Road (between 58 and 62 Courts), through GHI Woodlands and the North Woods Tract, and into Beltsville Agricultural Research Center. It is a tributary of Goddard Branch. This stream receives significant amounts of stormwater runoff from Ridge Road and other nearby roadways and parking areas. Stormwater control measures along Ridge Road and within GHI parking areas could alleviate the impacts of stormwater on this stream.

Unnamed intermittent creek: Runs parallel to and close to Northway through GHI Woodlands and the North Woods Tract. It is a tributary of Goddard Branch and has several intermittent tributaries. The stream originates in GHI near Ridge Road and receives significant amounts of stormwater runoff from Northway, Ridge Road, and other nearby roadways and parking areas. Stormwater control measures adjacent to these paved areas could alleviate the impacts of stormwater on this stream.

Seeps and springs

Several are located on the eastern slope of Blueberry Hill and feed groundwater wetlands on the west side of Goddard Branch.

Groundwater wetlands

There is an extensive skunk cabbage bog in the floodplain of Goddard Branch. This is part of the Beaverdam Creek Wetland of Special State Concern

- Several smaller seepage bogs at the base of Blueberry Hill that are fed by the springs and seeps uphill.
- Two small seepage bogs along Canyon Creek

6.2.3 Hamilton Woods Tract

Streams

- Unnamed intermittent / ephemeral streams across areas B and C. These streams are tributaries of Goddard Branch
- Unnamed intermittent stream running SE from area D to the BW Parkway and into a pipe. This stream is a tributary of Goddard Branch

6.2.4. Boxwood

- Unnamed intermittent stream that emerges from a pipe and runs west across the

tract, enters a culvert, and then passes underneath Ridge Road to join the stream that emerges from Greenbelt Lake. These streams are tributaries of Indian Creek.

6.2.5. Belle Point

None

6.2.6. Sunrise

Streams

- Unnamed perennial stream that emerges from a pipe near the dog park, and runs along the edge of the tract, eventually crossing under the BW parkway and into Still Creek. This stream receives significant amounts of stormwater runoff and trash from the parking lots in the Greenway Center area.

Seeps and Springs

- Several along the hillside which dominates this tract.

6.3. Threats to Wetland Health

The first step in protecting the wetlands is to protect the forests themselves, but this alone is not sufficient. Wetlands face a variety of unique threats and require appropriate stewardship. Threats to wetland health can be roughly divided into three categories: 1) Biological threats arising from the presence of unwanted species, 2) Chemical threats from pollution or excess nutrients, 3) Physical threats from erosion and high water flows.

6.3.1. Biological

A diverse community of native animals, plants, fungi, algae, and microorganisms should thrive in the Forest Preserve's streams and wetlands. However, in some situations there can be threats to wetland health from organisms that live in the wetlands. Just as invasive species can be problematic in forest ecosystems, they can be problematic in wetlands. For example, *Didymosphenia geminata*, aka "Didymo" or "rock snot" is an invasive diatom that grows in ponds and on stream bottoms. It grows as a thick mat which can exclude other forms of aquatic life, particularly plants and algae. Once established it will alter stream ecosystems to make them less favorable for many

aquatic animals. A second example is *Batrachochytrium dendrobatidis*, a fungal disease, which attacks amphibians developing in vernal pools. Once established this disease can have disastrous effects on amphibian populations and can even eliminate populations in the impacted wetlands. For many aquatic invasive species there is little that can be done once they are established; thus prevention is important. Preventive measures can include public education, and ensuring that trails are routed so that they encourage people and pets to stay out of streams.

6.3.2. Chemical

Pollution of streams with harmful chemicals is a common threat to wetland health. Many chemicals enter streams in runoff water during rainstorms. These can include fertilizers and pesticides from yards, road salt, oil, gasoline, and other automotive products. Runoff can also bring trash, which can be both chemical and physical pollution. While trash can be collected from streams, reducing other sources of pollutants requires public education and working closely with homeowners who border the Preserve to reduce runoff. An additional potential source of pollution is the trash dump buried beneath area C in the South Woods. In some areas the overlying soil has been eroded away exposing refuse, including large objects such as appliances. During rainstorms water drains from this dump into nearby streams. A study is needed to determine if this runoff contains harmful pollutants.

A second type of pollution is nutrients, such as nitrogen (N) and phosphorus (P). These are required for aquatic life in small amounts but are detrimental if too much is available. Excess nutrients can lead to algal blooms. As the algae die, they sink to the bottom of the wetlands where they decompose, which reduces the oxygen available to aquatic life. There are many potential sources of excess N and P, including air pollution, detergents in waste water, and fertilizers. Furthermore, the city's mulch pile is a potential source of these nutrients, as rainwater that falls on the mulch pile will drain into Goddard Branch in the North Woods.

6.3.3. Physical

Streams located in urban areas, including those in the Forest Preserve, can have greatly altered hydrology. The watersheds of these streams often have large areas of impervious surfaces, such as roads and parking lots. During rain storms, water quickly drains off of these surfaces and into the streams. This fast moving storm water can cause the stream channels to erode. Because much of the rainwater is not absorbed by the ground, there is less groundwater available to enter the streams between rainstorms, leading to low streamflow. This cycle of floods and dry periods is called

“urban stream syndrome” and is a sign of poor stream health. Several streams in the Forest Preserve, such as Canyon Creek, show signs of erosion. These should be monitored to determine if there are signs of urban stream syndrome and if erosion is an ongoing problem. The solution to the problems caused by stormwater runoff should be to manage the storm water outside of the Preserve, before it enters the streams, so that fast, eroding flows are prevented.

A related concern is that streams in the Boxwood and Sunrise Tracts emerge from storm drains as they enter the Preserve. It is not clear what areas are drained by these streams as they are fed by the storm water drainage system. These streams are likely to be heavily influenced by rainfall, and the aboveground portions are at risk of being eroded. These streams should be monitored for flooding, drying and erosion issues.

Finally, visitors to the Forest Preserve can inadvertently cause physical damage to the streams. Many trails cross stream beds, and hikers can cause erosion at these crossing points. Seeps, springs and vernal pools can be sensitive environments that are damaged by trampling by visitors and their pets. Public education and careful management of trails can help prevent this.

6.4. Assessing Stream Health

Assessing the health of streams can be very challenging. Conditions in streams are constantly changing depending on factors such as recent rainfall, time of day and the season of the year. As a result it is hard to assess the health of a stream in a single visit.

One way scientists have dealt with this problem is to assess stream health using aquatic macroinvertebrates. Macroinvertebrates are invertebrates that are generally large enough to be seen by the naked eye. A wide variety of aquatic macroinvertebrates are found in healthy streams, but many species are sensitive to pollution. As these species are restricted to the water during all or part of their life cycle, they are subjected to the entire range of stream conditions. The presence of pollution sensitive species indicates that stream health is generally good.

Most of the streams in the Forest Preserve have not been sampled for macroinvertebrates. However, according to the Maryland Biological Stream Survey (MBSS), one site in the North Woods on Goddard Branch (referred to as Beaverdam Creek by MBSS) was sampled in 2008. At that time it was given a rating of “Poor” regarding its biotic integrity; see

http://eyesonthebay.dnr.maryland.gov/mbss/v_site.cfm?site=0823-01-2008 for details.

There are a variety of tests to determine the amount of nutrients and pollutants in streams. These can be compared to standards set by the EPA or the State of Maryland

to determine if the water quality is acceptable.

Although physical damage to the streams through erosion can be easy to spot, it can be difficult to determine if it is an ongoing problem. One way to monitor erosion is to take a series of photos over time at the same location to assess if there are changes in the banks of a stream.

6.5. State Legal Protections for Wetlands

The state of Maryland has many legal protections for non-tidal wetlands. These are contained in the Code of Maryland, Title 26 – Department of the Environment, Subtitle 23 – Non Tidal Wetlands. In general, activities such as clearing vegetation, filling, excavating, flooding or draining are regulated and require a permit if done in or within 25 feet of a wetland. The Goddard Branch of Beaverdam Creek is a Wetland of Special State Concern (see Maryland code 26.23.06). This indicates that the Goddard Branch is considered by the state to have exceptional ecological and/or educational benefits. To protect this stream, the restrictions on development in the wetland extend to a 100 foot buffer. Permits to conduct restricted activities receive strict review and will not be granted, when reasonable alternatives are available. Mitigation will be required, if a permit is granted.

In general, city law extends greater protections to the wetlands in the Forest Preserve than state law. On the other hand, the protections of state laws extend to those portions of the wetlands that are outside of the Forest Preserve, including those upstream, which enhances the overall protection of these wetlands.

6.6. Suggested Stewardship Actions

The following actions are recommended for protection of wetland health.

- All wetlands in the Preserve should be mapped. Watersheds of all streams should be determined, including those that originate from drainage pipes.
- Trash should be removed from wetlands on a regular basis
- The public should be educated on the importance of wetlands, and that they and their pets should minimize time spent walking through the wetlands.
- The Master Trails Plan should make protection of wetlands a priority. This would include ensuring that trails do not unnecessarily enter wetlands and that all stream crossings do not damage the stream.

- The streams, particularly Goddard Branch, should be monitored for macroinvertebrates to determine this aspect of stream health.
- Runoff from the mulch pile should be tested to determine if the mulch pile is leaching excess nutrients into Goddard Branch.
- The buried dump should be studied to determine, if it is impacting the nearby streams.
- Streams should be monitored to determine if they are currently undergoing erosion.
- Consider potential wetland and stream restoration activities that are compatible with Anacostia River watershed and subwatershed plans and policies.

CLEAN-UP, ENFORCEMENT AND SPECIAL EVENTS

7.1 Clean Up

The Forest Preserve Advisory Board will coordinate with City staff to schedule cleanup efforts. Visitors to the Preserve should take it upon themselves to remove any trash or garbage they may find. Organizations or individuals interested in sponsoring a clean-up effort should coordinate through the Department of Planning and Community Development in order to obtain appropriate support (i.e. scheduling trash pick-up, supplying bags, gloves, tools, etc.) and also to make sure that there are no scheduling conflicts.

7.2 Enforcement

In order to protect the forest, Greenbelt is more restrictive about what activities may take place in the Preserve than what is permitted in City parks. The City Code describes the restricted/prohibited activities which are considered civil infractions, punishable with a fine of \$1000. More serious violations are considered misdemeanors, including poaching of natural features. Aggressive patrol and strict enforcement of these rules would detract, however, from the experience hikers would have in the Forest Preserve. The following guidelines reflect the City's enforcement approach.

- We encourage the public to report violations. Contact phone numbers for reporting problems or violations are posted at the entrance to each Forest Preserve tract and on the City of Greenbelt's website.
- Code enforcement personnel and other authorized individuals will inform people found violating the rules about the relevant regulations and associated penalties. The Department of Planning and Community Development will coordinate such compliance efforts.
- Anyone observing or hearing about criminal violations should promptly notify the Greenbelt Police Department non-emergency number (301 474 5454).

7.3 Activities and Special Events

Permitted activities and events are those which do not alter or degrade the essential natural characteristics of the Forest Preserve (see City Code Section 12-155). In

general, the benefit to the community of an activity or event is weighed against its potential harm to the environment. Hiking is permitted, since the experience of a woodland environment is deemed to be of value to the Greenbelt community, even though hiking itself alters the natural environment. The number of participants and the magnitude of an event may determine, whether it is permitted or not. City code specifically prohibits survival exercises, war games and activities which are “principally commercial” in nature. The Office of the City Manager ultimately decides what activities to allow. Anyone interested in sponsoring an activity or event first needs to contact the Department of Planning and Community Development.

SPECIALLY MANAGED AREAS

Several areas within the Forest Preserve host activities and uses that do not conform to the Greenbelt City Code or the Stewardship Guidelines but which have traditionally been important to the community. In light of this, their management differs from the rest of the Preserve. When a use or activity in a specially-managed area is in conflict with other parts of these guidelines, disturbance of forested areas must be minimized. Activities that may disturb the forest shall only be permitted following input of the FPAB, the related Greenbelt community (e.g., the garden club or astronomy club), city staff, the public and City Council.

The physical limits of these specially managed areas shall remain unchanged. Expansion into forested areas is not permitted and the forest should, in turn, not encroach into special use areas.

The following are the specially-managed areas within the Forest Preserve that have either existed for many years, or are part of Greenbelt's original city plan. Special considerations related to each use are identified.

8.1. Community Gardens

The community garden areas are shown on the original City plan and remain an integral part of the social structure and cooperative spirit of Greenbelt. Individual garden plots are assigned and managed by a garden club. Many Greenbelters view these gardens as unique and reflective of the community's spirit.

These guidelines do not govern the gardening activities within the community gardens but rather explain the historic and planned relationship between the gardens and the Forest Preserve. In order to maintain the physical area set aside for the gardens, necessary pruning, tree removal, and selective clearing by City of Greenbelt employees may be permitted. Such pruning or removal of vegetation will only be permitted as necessary, such as to maintain garden boundaries or limit the shading of the canopy that obstructs garden areas from the sun. Currently city staff maintains an 8 foot buffer around each garden area. This buffer maintenance is permitted under these guidelines.

Garden Locations – The following descriptions are not intended to specify exact measurements, but rather to give the general locations and dimensions of each garden area. One group of community gardens is located on the south side and east end of Hamilton Place. South of Hamilton Place, the garden area measures approximately 200 feet parallel to Hamilton Place and 275 feet in depth from Hamilton Place, with a total of slightly more than 1.05 acres. This garden is commonly referred to as Henry's Hollow.

The garden area located east of the end of Hamilton Place extends 200 feet along the east-west axis, and extends 250 feet north, with an total area of approximately one acre. This is commonly referred to as the Hamilton Gardens. These gardens are within Areas C and D of the Hamilton Woods Tract.

Two garden areas, known as the Gardenway Plots, are located southwest of Gardenway, within Area E of the Hamilton Woods Tract. A smaller garden area exists 40 feet southwest of the end of the Gardenway right-of-way, and measures 100 feet square. A second, larger garden area is located 210 feet south-southwest from the end of Gardenway. This area measures 90 feet in depth and 230 feet in length, with a total of approximately 0.5 acres. A small portion of these gardens are on GHI property.

8.2. Hamilton Cemetery

The Hamilton Cemetery, located at the end of Hamilton Place near the Greenbelt Homes Administration Building, in Area C of the Hamilton Woods Tract, contains seven graves of the Hamilton family, who occupied land now part of Greenbelt during the late 1700s and into the 1800s. Samuel Hamilton's will specified that one-quarter of an acre of land be set aside for a grave yard. After Hamilton's death, the property changed hands, and in 1939, the U.S. government purchased this property for the Greenbelt Project. An interpretive panel marks the trail head leading to the grave site.

The city provides basic maintenance to protect the grave site and the interpretive panel, and to respect the dignity of the Hamilton family's final resting place. The grave site is identified and discussed in Greenbelt City history and tourism materials, but no effort is made to direct visitors to the site.

8.3. Northway Fields

The Northway Fields, including two softball fields, is located at the end of Northway, adjacent to the Baltimore-Washington Parkway. There are two gravel-surfaced parking areas adjacent to the softball fields. These fields and parking lots are not in a Forest Preserve parcel. The south edge and fence of the softball field does impinge into the Hamilton Woods Tract. Use and maintenance of this field area and fence should not further infringe or encroach upon the surrounding Forest Preserve areas.

8.4. Yard Waste and Compost Facility

Greenbelt Department of Public Works maintains a yard waste recycling and composting center at the end of Northway, adjacent to the North Preserve. The use of a small portion of the Preserve is designated in Sec. 12-152(a) of the City Code. The composting area expanded over several years and encroached on the Forest Preserve. This led to concerns about environmental impacts. The City is currently reducing the mulch pile so that it no longer encroaches on the Preserve and intends to maintain a smaller mulch pile.

8.5. Astronomy Observatory

A small observatory, given to the City by Montgomery County Community College, is built in Parcel 12 of the North Woods. This observatory and the use of the surrounding area for astronomical observations is a designated use of the Preserve in Sec. 12-152(a) of the City Code. This observatory and related viewing platforms and paths are considered acceptable improvements within the Forest Preserve and are consistent with excepted uses in the Preserve.

10.6. Belle Point Preserve

This section of the Preserve extends from the Belle Point subdivision to Albert S. “Buddy” Attick Lake Park. A wide cleared area corresponding to a WSSC right-of-way runs through the property, providing the WSSC unrestricted access to a large water main. Pepco also has a power line right-of-way on the edge of the tract.

Additionally, in 2016 a playground was built adjacent to the north section of Belle Point, within the Preserve. This playground area was set aside, when the Preserve was first established and is excluded from the Preserve by Sec. 12-152(d) of the City Code.

10.7. Boxwood Preserve

This section of the Preserve is only partially wooded because it includes cleared areas that serve as open space and recreation areas for the Boxwood community. The cleared areas include a playground, a sitting area, and a basketball court. These areas are excluded from the Forest Preserve in Sec. 12-152 (c) (1) and (2) of the City Code. Therefore, these guidelines do not apply to the cleared and improved areas of the Boxwood Preserve because these areas provide one of a few public recreation areas within that community. A description of the area is provided here to ensure the protection of the open recreation areas. Neither the Forest Preserve nor the open areas should encroach into the limits of the other.

GLOSSARY

Adaptive Integrated Pest Management: An ecosystem-based strategy that focuses on prevention and management of invasive pests through identification, monitoring, and a variety of control tactics such as biological control, habitat manipulation, modification of cultural practices, and judicious use of chemical pesticides. Sometimes abbreviated as IPM.

Allelopathy: The chemical inhibition of one plant (or other organism) by another, due to the release into the environment of chemicals acting as germination or growth inhibitors.

AMT: A. Morton Thomas and Associates Inc.

Anthropogenic activities: Environmental impacts resulting from human activities.

Aquatic macroinvertebrates: Stream dwelling invertebrates that are large enough to be seen with the naked eye such as insect larvae.

Belt of Green: Vision of a forested area surrounding the city of Greenbelt.

Biodiversity: The variety of life in the world or in a particular habitat or ecosystem.

Community dynamics: Fluctuation in the abundance of species in a natural community.

Controlled burn: A fire which is deliberately allowed to burn in an area in order to improve the habitat for fire adapted species. The fire is “controlled” in that it is prevented from spreading outside of the target area.

Defoliate: Overbrowsing to the extent that all of the leaves or foliage are stripped from the plant.

Disturbance: In ecology, a disturbance is a sudden change in environmental conditions that causes a pronounced change in an ecosystem.

Early Detection/Rapid Response: A coordinated set of human actions to find and eradicate potential invasive species in a specific location before they spread and cause harm.

Ecologically significant plant communities: Plant communities in the Preserve that are regionally rare or uncommon due to geological or hydrological processes.

Ecosystem health: A metaphor that uses our ideas of human health to describe the state of an ecosystem.

Ephemeral stream: A stream that only flows immediately after a rainstorm and is otherwise dry.

Floodplain: The area on either side of a stream that can be covered with water during floods.

Forbs: Any herbaceous flowering plant that is not a grass.

Growth habit: In plants, the form a plant takes as it grows. Examples include trees, and shrubs; herbaceous vines and woody vines; herbaceous plants, grass-like.

Impervious surface: A surface which prevents water from being absorbed into the soil, such as asphalt or concrete.

Incised stream: A stream that has eroded a deep channel that is far below its floodplain.

Inter-specific competition: Any interaction, between different species that are both using the same resources in an ecosystem, in which one or both the species' populations are harmed.

Intermittent stream: A stream that flows only during the wettest months of the year.

Invasive species: A species of organism that is not native to the ecosystem under consideration and whose introduction has caused or is likely to cause economic harm, environmental harm, or harm to human health.

Life history: The lifecycle or pattern of survival and reproduction events typical for all members of a given species.

Management and Maintenance Guidelines: the set of guidelines created by the Forest Preserve Task Force and adopted by Greenbelt City Council in 2007. This document provided policy guidance on the care of the Greenbelt Forest Preserve. As of 2019 these are called Stewardship Guidelines.

MD DNR: Maryland Department of Natural Resources.

Native species: A species that is found in a certain ecosystem due to natural processes, such as natural distribution and evolution, and without human intervention or influence.

Non-conforming uses: a type of zoning variance where a parcel of land may be given an exception from current zoning ordinances due to improvements made before the current zoning ordinances were adopted.

Non-native species: A species living outside its natural distribution or range.

Outcompete: To displace another species in the competition for space, food, or other resources.

Overbrowse: To eat too much vegetation to the detriment of the environment.

Pathogen: A bacterium, virus, or other microorganism that can cause disease.

Perennial stream: A stream that flows throughout the year.

Predator: An animal that naturally preys on others.

Restoration: The practice of renewing and improving degraded, damaged, or destroyed ecosystems and habitats in the environment by active human intervention and action.

Seep: A type of spring with low water flow that appears as a wet spot on the ground and does not have a stream flowing away from it.

Seepage bog: A type of wetland formed by water seeping out of a slope. These have an acidic pH and support unique plant communities.

Sensitive habitats: Any area in which plant or animal life or their habitats are either rare or especially valuable and susceptible to loss. Sensitive habitat areas include, but are not limited to, riparian corridors, wetlands, marine habitats, and habitats supporting rare, endangered, and unique species.

Stormwater runoff: Stormwater runoff is precipitation such as rainfall and melted snow that flows over the ground surface and enters water bodies. It is created when precipitation falls on surfaces including roads, driveways, parking lots, rooftops and other surfaces that do not allow water to soak into the ground.

Subwatershed: A portion of a watershed. The Anacostia is a subwatershed of the Potomac River Watershed.

Succession: The natural change over time of the mix of species that are most common in a forest.

Target species: The species of invasive plant or animal that is being targeted for management or eradication.

Urbanization: The conversion of undeveloped natural and agricultural land into land developed for usages such as housing, commerce, and industry.

USDA: United States Department of Agriculture.

Vernal pool: A pool that forms in the spring and dries out later in the year.

Watershed: The surface drainage basin of a stream or river.

Wetlands: Areas where water is at or near the surface. This includes a wide variety of habitats such as streams, springs, bogs and marshes.

Appendix A

Greenbelt City Code, Chapter 12 Parks and Recreation, Article IX. Forest Preserve

ARTICLE IX. FOREST PRESERVE*

*Ord. No. 1279, adopted May 29, 2007 redesignated Art. VIII, §§ 12-132--12-145 as Art. IX, §§ 12-150--12-163.

Sec. 12-150. Intent.

In order to protect, manage, and administer certain designated areas for the present and future use and enjoyment of the citizens of Greenbelt by protecting them from the impacts of a growing population, expanding growth, and growing mechanization, thus preserving these lands as an enduring natural resource.

(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

Sec. 12-151. Forest preserve defined.

Forest preserve areas shall be considered those parcels and lots, or portions thereof, and areas owned by the City of Greenbelt, characterized as predominantly undisturbed and wooded, which are to be protected and conserved in their existing natural state for the use and enjoyment of present and future generations, by restricting uses to those consistent with the goals of protection and conservation and by setting forth procedures for management and maintenance that are consistent with the goals of protection and conservation.

(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

Sec. 12-152. Designated forest preserve areas.

(a) The North Preserve shall be defined as that area held in ownership by the City of Greenbelt and located north of Northway, west of the Baltimore-Washington Parkway, south of the corporate city limits, and east of Ridge Road, comprised of legal parcels

described as Map 27, Grid A2, Parcel 10, consisting of 102.5869 acres; Map 27, Grid B2, Parcel 17, consisting of 13.90 acres; Map 27, Grid A1, Parcel 19, consisting of 24.3363 acres; Map 27, Grid B3, Parcel 20, consisting of 4.079 acres; and Map 27, Grid A3, Parcel 12, consisting of 10.6427 acres; excluding those areas designated for location of the observatory and appurtenance improvements, and a yard waste collection location and described as follows: Beginning at the southwest property corner and extending east for a distance of 1,025 feet, then extending north at a 90-degree angle for a distance of 275 feet, then extending east at a 90-degree angle for a distance of 450 feet, then extending south at a 90-degree angle for a distance of approximately 275 feet to its intersection with the southern property line.

- (b) The South Preserve shall be defined as that area held in ownership by the City of Greenbelt and

located south of Northway, west of the Baltimore-Washington Parkway, and east of Ridge Road, comprised of legal parcels described as Map 27, Grid A3, Parcel 6, consisting of 20.4667 acres; Map 27, Grid A3, Parcel 7, consisting of 17.1919 acres; Map 27, Grid A3, Parcel 8, consisting of 11.8707 acres; Map 27, Grid A4, Parcel 9, consisting of 11.8707 acres; Map 27, Grid A4, Parcel 11, consisting of 9.34 acres; and Map 27, Grid A4, Parcel 21, consisting of 10.1552 acres.

(c) The Boxwood Preserve shall be defined as that area held in ownership by the City of Greenbelt and located north of Crescent Road, west of Lastner Lane, south of Ivy Lane, and east of Ridge Road, comprised of the legal parcel described as Map 26, Grid D3, Parcel 56, consisting of 8.81 acres; excluding those areas improved for active use and recreation, and described as follows:

- (1) The basketball court area located in the northwest corner of the Boxwood Preserve, consisting of .69 acres, and extending from the property corner at the point of intersection of Ridge Road and Ivy Lane, east along the Ivy Lane property line for a distance of 200 feet; and then extending south at a 90-degree angle for a distance of 150 feet; and then extending west at a 90-degree angle to the property line along Ridge Road for a distance of 200 feet; and then extending north along the Ridge Road property line for a distance of 150 feet to the point of origin.
- (2) The playground and picnic area, located in the northeast to north central quadrant of the Boxwood Preserve, consisting of 2.2 acres, more or less, and extending from the property corner at the point of intersection of Ivy Lane and Lastner Lane, and extending south along the Lastner Lane property line for a distance of 430 feet; and then extending northwest at a 70-degree angle for a distance of 350 feet; and then extending north for a distance of 110 feet; and then extending northeast to the point of origin.

(d) The Belle Point Preserve shall be defined as that area held in ownership by the City of Greenbelt and located south of the Greenbelt Lake; adjacent to Map 26, Parcel 81; northwest of Vanity Fair Drive; and east of I-495, comprised of the legal parcel described as Map 26, Parcel 59, consisting of 10.0 acres; except that an area located adjacent to the Belle Point subdivision, adequate in size and dimension to accommodate playground, picnic or similar neighborhood recreation amenities, as designated by the city council, shall be considered excluded from the area included in the forest preserve and shall not be regulated by the provisions of this chapter.

(e) The Sunrise Preserve shall be defined as that area held in ownership by the City of Greenbelt and located northwest of the Capital Beltway, Route I-495, north of Parcel B held in ownership by the City of Greenbelt, south of the Maryland Trade Center Parcel B, and southwest of the terminus of Hanover Drive, comprised of the legal parcel described as Tax Map 34, Grid E2, Parcel A and consisting of 9.9591 acres, more or less.
(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07; Ord. No. 1282, 6-18-07; Ord. No. 1283, 6-18-07; Ord. No. 1284, 6-18-07; Ord. No. 1285, 6-18-07)

Sec. 12-153. Designation of or addition to forest preserve areas.

(a) Any designation of or addition to a forest preserve area shall be accomplished by ordinance adopted by the city council.

(b) Prior to the introduction of any ordinance to designate or add to a forest preserve area, the city council shall cause to be prepared a report that includes but is not limited to: a description of the area proposed as a forest preserve, including its unique characteristics and its existing uses and users; and a map indicating the location and boundaries of the proposed forest preserve area.

(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

Sec. 12-154. Removal of forest preserve designation.

(a) Removal of any lands, in whole or in part, from the forest preserve designation as set forth in section 12-152 shall be by ordinance of the city council, following a public hearing which shall be held not less than two (2) weeks preceding first reading of the ordinance.

(b) Approval of any ordinance to remove lands from the forest preserve

designation shall be by supermajority vote of the city council.

(c) No ordinance passed by the city council to delete or reduce a forest preserve area may become effective until approved by the voters of the City of Greenbelt, by way of a question placed on the ballot of the next regularly scheduled general city election, in accord with the city Charter.

(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

Sec. 12-155. Management and maintenance guidelines.

(a) Forest preserve areas as defined in this article shall be managed to provide for and protect the natural character of these lands and to allow for the use of these lands in a manner that does not alter or degrade the essential natural character of these lands.

(b) The city council shall adopt management and maintenance guidelines, which shall set forth policy on permissible, required, and prohibited management and maintenance activities. Such guidelines shall be subject to the limitation that any maintenance proposed is the minimum necessary to preserve and protect the natural resource.

(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

Sec. 12-156. Prohibited activities.

(a) Except as otherwise provided in this article and subject to any existing rights, no commercial enterprise or permanent road, except for fire roads or temporary road required in emergencies involving the health and safety of persons and/or the area and its environs, shall be permitted within an area designated under this article as a forest preserve area. Prohibited activities shall also include the use of motorized vehicles, except for maintenance and public safety vehicles operated in conformance with the management and maintenance guidelines; landing aircraft; or other forms of mechanical transport except for that authorized subject to the Americans with Disabilities Act.

(b) The grading of any area shall be prohibited, except as provided in the adopted management and maintenance guidelines. Grading shall be considered the alteration of natural and existing grade by any means other than natural forces.

(c) Except as provided in the management and maintenance guidelines, the construction of bridges, shelters, culverts, levees, dams, dikes, or other manmade structures shall be prohibited, unless required by a state or federal agency whose authority supersedes

that of the city, subject to approval by the city council.

(d) The construction, either permanent or temporary, of any structure, or the installation of any public facilities or utilities shall be prohibited.

(e) No action shall be taken to alter or modify the natural course of any water course or body, even if such body is only seasonal or intermittent in nature, unless required by a state or federal agency whose authority supersedes that of the city, subject to approval by the city council.

(f) Hunting, trapping, fishing, driving, harassing or otherwise capturing or harming wildlife shall be prohibited.

(g) All forms of biking shall be prohibited.

(h) The introduction of any exotic or invasive species is prohibited.

(i) No trail maintenance shall be permitted except as provided in the management and maintenance guidelines.

(j) The creation of trails or the widening, grading, or change of surface materials of any existing trail shall be prohibited except as provided in the management and maintenance guidelines or as set forth in an adopted trails plan.

(k) Dumping or depositing of soil, trash, yard waste, garbage, or other offensive material shall be prohibited.

(l) The addition, extension of, or modification to any utility, except as otherwise provided in this article, shall be prohibited.

(m) Clearing and pruning of vegetation shall not be permitted, unless for the benefit of the land and consistent with the management and maintenance guidelines.

(n) Camping, grilling, cooking, or creation of any fire, regardless of purpose, mechanism of combustion, type of fuel, or type of containment, is prohibited.

(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

Sec. 12-157. Resource protection.

(a) Natural resources within a forest preserve area are considered protected and may not be harmed, damaged, killed, relocated or removed, except as related to exotic and/or non-native species that may be recommended for removal or as otherwise provided in the management and maintenance guidelines.

(b) Resources of the forest preserve area shall include all trees, indigenous plants and flora, all forms and species of wildlife, including fish, amphibians, and birds.

(c) Violation of this section shall be considered a misdemeanor. (Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

Sec. 12-158. Permitted activities.

(a) Any activities intended to and conducted so as to result in the non-destructive experience of the forest preserve and its essential natural qualities are considered consistent with the intent of this article and are permitted activities.

(b) Maintenance activities as set forth in the approved management and maintenance guidelines are permitted.
(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

Sec. 12-159. Management and maintenance activities.

(a) The upgrading or expansion of any electrical transmission line, distribution line, telephone line, natural gas line, or other aboveground or underground line is permitted, if the person or entity responsible for the line had the right, subject to any required approvals, to upgrade or expand the line in the forest preserve area prior to the designation of the area as a forest preserve.

(b) Normal maintenance of utility lines and related easement areas is

permitted, such that the activities are consistent with the right-of-way and/or easement, and such that the utility line, easement, or right-of-way existed prior to the date that the forest preserve was so designated.

(c) Any activity related to the management and maintenance of existing public drainage within a forest preserve area is permitted, provided that such maintenance does not increase the impervious area of coverage and does not widen, extend, or modify the drainage channel such that it would increase volume, velocity, or rates of discharge of natural or stormwater flows.

(d) Maintenance improvements to existing roads and parking areas within forest preserve areas, or within twenty-five (25) feet of the edge of the existing road or parking areas, are permitted so long as such maintenance improvements do not alter the existing surface material, do not expand or extend the area of the improvement, and do nothing to increase impervious surfaces.

(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

Sec. 12-160. Special events.

The city will not sponsor or permit special events to be conducted in forest preserve areas if those events might be inconsistent with the intent of this article. Special events that are principally commercial in nature or activities involving animal, foot or watercraft races, physical endurance of a person or animal, organized survival exercises, war games, or similar exercises shall be considered inconsistent with the intent of this article. (Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

Sec. 12-161. Preexisting improvements.

Improvements existing within designated forest preserve areas as of the day of designation shall be considered preexisting improvements and may be continued and maintained, but may not be expanded in size, area, or character of the improvement or related use.

(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

Sec. 12-162. Enforcement and violations.

Violations of this article shall be considered a municipal infraction and may be punishable with a fine of one thousand dollars (\$1,000.00) for each violation, except as

provided in section 12-157 of this article.
(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

Sec. 12-163. Changes to article.

(a) Prior to the consideration of any ordinance to amend this article, except for revisions to forest preserve boundaries as set forth in sections 12-152 through 12-154, the city council shall make a mandatory referral of the ordinance for review and comment to the forest preserve advisory board, in addition to any other city council advisory boards or committees, or other groups as determined by the city council.

(b) Prior to the consideration of any ordinance to amend this article, the city council shall schedule and hold a public hearing.

(c) Any ordinance that provides for an addition to, amendment of, or deletion from this article, except for revisions to forest preserve boundaries as set forth in sections 12-152 through 12-154, may be placed on the ballot as a referendum question as provided in the city charter.

(d) Any ballot question shall be placed on the ballot of the next regularly scheduled city election, in accord with the city charter.
(Ord. No. 1243, 10-27-03; Ord. No. 1279, 5-29-07)

Appendix B

Legal Protections of the parcels of the Greenbelt Forest Preserve

The city property known as the Forest Preserve is protected by laws, covenants, and easements at the municipal, county, state, and federal levels, which limit or prohibit construction within the Forest Preserve. Some of these protections also prohibit any construction outside of the Forest Preserve that would be close enough to impact the Forest Preserve's ecosystem or the public enjoyment of the Forest Preserve.

Municipal

1. The Greenbelt Forest Preserve is city-owned property. Greenbelt City Code Chapter 12, Article 9, Section 12-154(c) defines the city-level protections on the lands of the Preserve, and the methods for adding and removing parcels. Parcels that make up the Preserve can only be removed by a public referendum.⁶ See Appendix A.

County

2. Prince George's County has an interest in the Greenbelt Forest Preserve remaining protected green space. In 1990 the Maryland-National Capital Park and Planning Commission (M-NCPPC), purchased a woodland covenant on Parcel 1 within the Forest Preserve.⁷

3. The Greenbelt Forest Preserve is included in a M-NCPPC-designated Special Conservation Area in the *Prince George's County Resource Conservation Plan*, a document that functions as a county-wide master plan. This Special Conservation Area also includes Greenbelt

⁶ Greenbelt City Code, Chapter 12, Article 9, Section 12-154(c). See Appendix A.

⁷ The City of Greenbelt and MNCPPC entered into a woodland covenant after MNCPPC provided \$1,250,478 of Program Open Space funds to assist the City with purchasing Parcel 1 (Maryland Land Records, liber 7967, folio 441–445).

National Park, the Beltsville Agricultural Research Center, and the Patuxent Wildlife Research Refuge.⁸

State

4. In 1990 the City of Greenbelt used state funds from Maryland's Program Open Space (POS) to purchase Parcel 1.⁹ By Maryland state law, land purchased using POS funds means shall be perpetually-protected green space. Additionally, because POS also uses federal funds, this portion of the Forest Preserve is protected by federal statute, namely section 6(f)(3) of the Land and Water Conservation Fund Act of 1965.¹⁰

5. The Maryland Department of Natural Resources (DNR) has designated 6.5 acres of the 12 acres of wetlands within the Greenbelt Forest Preserve as "Wetlands of Special State Concern".¹¹

6. The Maryland Department of Natural Resources (DNR) designated the North Woods Tract of the Greenbelt Forest Preserve in 2005 as part of a hub in the state's green infrastructure. The state intends this determination to guide land-conservation efforts. The hub that contains the Greenbelt Forest Preserve is a contiguous forest that includes the Beltsville Agricultural Research Center and the Patuxent Wildlife Research Refuge. Reinforcing this designation in 2011, the Maryland DNR determined that this land is a Targeted Ecological Area, i.e., an area of "high ecological value that has been identified as a conservation priority."¹²

7. The Maryland Natural Heritage Service has provided the City of Greenbelt with a letter that states that the Maryland DNR is aware of at least one state-listed species in the Greenbelt Forest Preserve.

⁸ Map 3 in section 2 of MNCPPC, 2017, *PG County Resource Conservation Plan, A Countywide Functional Master Plan*, pg. 32, available online at <http://www.pgplanning.org/944/Publications>.

⁹ Program Open Space funds from FY1990: Maryland Land Records, liber 7967, folio 441–445.

¹⁰ Maryland DNR, 2006, *Local Program Open Space Manual*, available online at <http://dnr.maryland.gov/land/Pages/ProgramOpenSpace/Program-Open-Space-How-to-Apply.aspx>.

¹¹ Wetland acreage measured using the Prince George's County Atlas, <http://www.pgatlas.com>.

¹² Hubs: DNR, 2005, Maryland GIS Data Catalog, <http://data.imap.maryland.gov/datasets/maryland-green-infrastructure-green-infrastructure-hubs-and-corridors>. Targeted Ecological Areas: DNR, 2011, GreenPrint Map, available online at <http://geodata.md.gov/greenprint/>.

Federal

9. An active bald-eagle nest is located near the Greenbelt Forest Preserve, which means that there are federal restrictions on construction and associated tree removal within 660 feet of the nest.¹³ This nest is located on Research Road at Beaverdam Creek, near the northwest portion of the Forest Preserve.¹⁴ Other bald-eagle nests may exist in the area, and bald eagles are known to fly over various properties adjacent to the North Woods and Hamilton Woods Tracts of the Greenbelt Forest Preserve.¹⁵ The Greenbelt Forest Preserve and surrounding forest is also an excellent habitat for the northern long-eared bat *Myotis septentrionalis* and rusty-patch bumble bee *Bombus affinis*, both federally protected species.¹⁶

10. In 1972, the federal government transferred ownership of a 13.9-acre forested parcel to the City of Greenbelt under the Legacy of Parks Program.¹⁷ This federal program assisted states and local governments with acquiring parkland, forest, and wilderness located near densely populated areas because of the societal benefit of easy access to green space.¹⁸ The 13.9-acre parcel is part of the Greenbelt Forest Preserve.

11. In 1995, the federal government purchased a scenic easement from the City of Greenbelt for Parcel 1 within the Greenbelt Forest Preserve. The City of Greenbelt sold this scenic easement in exchange for the financial assistance that the federal government provided in 1990 so that the City could purchase Parcel 1 from private developers. In addition, the federal government purchased a scenic easement in 1991 on the 13.9 acres of City-owned land in the northeast corner of the Greenbelt Forest Preserve. Both of these scenic easements prohibit construction.¹⁹ Both scenic easements are deeds that establish a federal interest in the green space, although the City of Greenbelt retains ownership of the land itself. Due to these

¹³ In 2007, the U.S. Fish and Wildlife Service developed guidelines that include the 660-foot buffer based on the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act. Available at <https://www.fws.gov/southdakotafielddoffice/NationalBaldEagleManagementGuidelines.pdf>.

¹⁴ Active nest: *Greenbelt News Review*, 21 May 2017, 21 Jan 2016, pg. 21; 21 April 2016, pg. 1; Jamie Jorgensen and Donn Ahearn, Greenbelt Biota, 24 Jan 2017, 04 Jan 2017, 27 Nov 2016, 17 Nov 2016, 19 April 2016, <https://www.facebook.com/groups/325927877605844>.

¹⁵ Eagle in flight near Hamilton Woods Tract: *Greenbelt News Review*, 21 Dec 2017, pg. 8. Eagle near North Woods Tract: Dawn LaRae-Deya, Greenbelt Biota, 20 Dec 2016.

¹⁶ Federal and state rare, threatened, endangered (RTE) species: http://dnr.maryland.gov/wildlife/Documents/rte_Animal_List.pdf. Rusty-patch bumble bee found in Prince George's County and Northern long-eared bat found in Montgomery County: Maryland Biodiversity Project, <https://www.marylandbiodiversity.com>.

¹⁷ *Greenbelt News Review*, 25 May 1972, pg. 1; 19 Oct 1972, pg. 1; 1 Jan 1998, pages 1,12.

¹⁸ Jim Byron, 14 June 2010, Legacy of Parks, available online at <https://www.nixonfoundation.org/2010/06/legacy-of-parks/>. EPA, 1973, *Legal Compilation*, pg. 3058, available online at <https://nepis.epa.gov/Exe/ZyPDF.cgi/200158MI.PDF?Dockkey=200158MI.PDF>.

¹⁹ 1995 easement on Parcel 1 (Maryland Land Records, liber 8015, folio 867–874). 1991 easement on the 13.9-acre parcel (liber 10,374, folio 347–359).

easements, this land falls within the legal boundaries of the Baltimore-Washington Parkway, a unit of the National Park Service, even though the City of Greenbelt retains ownership of the land.²⁰

12. The North Woods and Hamilton Woods Tracts are contributing resources to the Greenbelt National Historic Landmark listed in the National Registry of Historic Places.²¹ These tracts are part of the original "belt of green" surrounding the planned community that was designed, built, and administered by the federal government during the New Deal. The plan developed during the New Deal called for the belt of green to be owned by the community in perpetuity (1) to avoid encroachment by any development that would be out of character with the residential community, (2) to provide recreation, and (3) to enable residents to enjoy a beautiful, natural setting at their doorsteps.²²

13. Section 4(f) of the 1966 U.S. Department of Transportation Act prohibits the construction of transportation projects within protected green space or historical landmarks unless it is shown that no "feasible or prudent" alternative exists that would avoid impact to these resources and also that all possible steps will be taken to "minimize harm" if no zero-impact alternative exists.²³ This level of federal protection and review applies to the Greenbelt Forest Preserve because it is both protected green space and also part of a National Historic Landmark, as describe in detail above.

²⁰ Online GIS: NPS Land Resources Division's Tract and Boundary MapServer, <https://mapservices.nps.gov/arcgis/rest/services/LandResourcesDivisionTractAndBoundaryService/MapServer> and <http://www.arcgis.com/home/webmap/viewer.html?url=https%3A%2F%2Fmapservices.nps.gov%2Farcgis%2Frest%2Fservices%2FLandResourcesDivisionTractAndBoundaryService%2FMapServer>.

²¹ On 25 November 1980, the Greenbelt Historic District was added to the National Registry of Historic Places. National Historic Landmark status granted on 18 February 1997. NPS, 2017, *Spreadsheet of NHLs*, Excel spreadsheet, national-historic-landmarks-20171201.xlsx, available online at <https://www.nps.gov/nr/research/>.

²² Belt of green permanent: Resettlement Administration, 1936, *Greenbelt Towns*, pg. 9. Belt to provide recreation: Tugwell, R. G., 13 May 1936, Resettlement Administration program: Letter from the administrator of the resettlement program transmitted in response to Senate resolution No. 295, 74th Congress, 2nd session, Senate Doc. No. 213, pg. 7. Belt to prevent encroachment: Larsen, C., August 1938, Greenbelt, MD: federal planned community, *National Municipal Review*, **27**, 413–420; Fulmer, O. K., 1941, *Greenbelt*, Am. Council on Public Affairs. Garden-city concept promotes the experience of the beauty of nature, including of forests: Howard, E., 1902, *Garden Cities of Tomorrow*, Swan Sonnenschein & Co., pp. 17–18, 130, Fig. 2.

²³ Quotes from the Code of Federal Regulations (CFR) title 23 section 774, which codifies Section 4(f) of the 1966 Department of Transportation Act. CFR text available online at <https://www.law.cornell.edu/cfr/text/23/part-774>.

SUBJECT: Updates to the Forest Preserve Stewardship Guidelines

DATE: November 21, 2019

BACKGROUND: FPAB received comments on our update to the Stewardship Guidelines from the Advisory Board on Trees (ACT) on August 31, 2019, the Parks and Recreation Advisory Board (PRAB) on September 19, 2019, and from Council and residents at the September 25, 2019 Council Work Session.

DISCUSSION: The Forest Preserve Advisory Board has made the following changes to the Stewardship Guidelines in response to the comments submitted by ACT, PRAB, City Council and residents:

- Removed references to exotic species and replaced with non-native species in Ecosystem Health (p. 10);
- Deleted the reference to a controlled burn in Ecosystem Health in response to a suggestion from ACT (p. 12);
- Added a concern for public safety to the approach to trail maintenance to the Trails chapter (p. 13);
- Added language about the use of volunteers in trail maintenance to the Trails chapter (p. 13);
- Added an example of biological control in the Invasive Species chapter (p. 24);
- Added a map of waterways to the Wetlands chapter (p. 26);
- Added captions to all maps and figures in the document and added references to these maps in the text;
- Added Appendix B which summarizes legal protections for the Preserve;
- Defined the term “forbs” in the glossary; and
- Corrected several typos.

RECOMMENDATION: FPAB recommends that Council accept the edited guidelines. We again request that an independent technical writer be hired to review the Guidelines. Many people have worked on these new Stewardship Guidelines; a fresh look from an outside editor could unify the language and style and find discrepancies or contradictions that we have missed.

Attachment: edited version of the Forest Preserve Stewardship Guidelines, edited November 2019, approved by FPAB on November 21, 2019

City Council Agenda Item Report

Meeting Date: January 27, 2020

Submitted by: David Moran

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

State Legislation

Suggested Action:

Reference:

HB 8

SB 136

Fiscal Note SB 136

HB 342

Press Release - Retirement Tax Reduction Act

HB 292

HB 78

Fiscal Note HB 78

HB 130

SB 161

Fiscal Note SB 161

HB 209

PG-401

House Bill 8 - This bill would add yard waste to the State's Illegal Dumping and Litter law. It allows for the imposition of fines. The Maryland Municipal League Legislative Committee voted to support this bill with an amendment that would add language such as "in working with local jurisdictions" to Page 5, Line 10.

Staff recommends Council support HB 8.

House Bill 86/Senate Bill 136 - This legislation was referenced at the Work Session with WMATA on January 22. At that meeting, WMATA staff indicated that passage of this bill would lift a 3% cap on operating expenses which would help them fund additional operating expenses for services such as the B30 bus route.

Council Direction is sought.

House Bill 342/Senate Bill 278 - Council Member Pope requested this bill be added to this evening's agenda. This legislation would provide an income tax cut to retirees at certain income levels living in Maryland. The City receives a share of State Income Tax revenues and passage of this bill would reduce City revenues depending on the number of eligible retirees living in Greenbelt.

Council direction is sought.

House Bill 292/Senate Bill 229 - This legislation would prohibit State agencies from constructing a toll road, toll highway, or toll bridge without the consent of a majority of the affected counties. Delegates Healey and Williams are co-sponsors of HB 292 and Senator Pinsky is a co-sponsor of SB 229.

Staff recommends Council support HB 292/SB 229.

House Bill 78/Senate Bill 172 - This legislation would expand the uses of the State's Bay Restoration Fund by adding "Climate resiliency and Flood Control". The MML Legislative Committee voted to support this legislation.

Staff recommends Council support HB 78/SB 172.

House Bill 130/Senate Bill 319 - This legislation would allow law enforcement agencies and fire department vehicles to install move over safety cameras on their vehicles and issue citations for violations. The cameras would record a motor vehicle failing to move over for emergency vehicles as required by law. The MML Legislative Committee voted to support this legislation. Delegate Healey is a primary sponsor of HB 130.

Council direction is sought.

Senate Bill 161/House Bill 5 - This legislation prohibits a person from placing or inscribing an item or a symbol, including an actual or depicted noose or swastika on any real or personal property, public or private, without the express permission of the owner, owner's agent, or lawful occupant of the property, with the intent to threaten or intimidate any person or group of persons. The MML Legislative Committee voted to support this bill.

Staff recommends Council support SB 161/HB 5.

House Bill 209/Senate Bill 313 - This statewide legislation would prohibit a store from distributing plastic carryout bags to a customer at the point of sale and require a store to charge and collect at least 10 cents for each durable carryout bag the store provides to a customer. There are exemptions for certain plastic bags used for produce, flowers, newspapers, dry-cleaning, etc. The City's State Delegation are co-sponsors of this legislation.

Staff recommends Council support HB 209/SB 313.

PG 401 - This local enabling bill would authorize Prince George's County to impose a fee on disposable plastic bags. The City has supported similar bills in previous years.

Staff recommends Council support PG 401.

Attachments:

[HB 8.pdf](#)

[SB 136.pdf](#)

[Fiscal Note SB 136.pdf](#)

[HB 342.pdf](#)

[Press Release - Retirement Tax Reduction Act.pdf](#)

[HB 292.pdf](#)

[HB 78.pdf](#)

[Fiscal Note HB 78.pdf](#)

[HB 130.pdf](#)

[SB 161.pdf](#)

[Fiscal Note SB 161.pdf](#)

[HB 209.pdf](#)

[PG-401-20.pdf](#)

HOUSE BILL 8

E1

01r0401

(PRE-FILED)

By: **Delegate Arentz**

Requested: July 25, 2019

Introduced and read first time: January 8, 2020

Assigned to: Environment and Transportation

A BILL ENTITLED

1 AN ACT concerning

2 **Illegal Dumping and Litter Control Law – Yard Waste**

3 FOR the purpose of expanding the Illegal Dumping and Litter Control Law to include yard
4 waste; establishing a penalty for a violation of this Act; prohibiting a court from
5 imposing less than a certain mandatory minimum fine for a violation of this Act;
6 requiring a court to order a person found guilty of disposing of yard waste in violation
7 of this Act to take certain actions; defining a certain term; altering a certain
8 definition; and generally relating to the Illegal Dumping and Litter Control Law.

9 BY repealing and reenacting, with amendments,
10 Article – Criminal Law
11 Section 10–110
12 Annotated Code of Maryland
13 (2012 Replacement Volume and 2019 Supplement)

14 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
15 That the Laws of Maryland read as follows:

16 **Article – Criminal Law**

17 10–110.

18 (a) (1) In this section the following words have the meanings indicated.

19 (2) “Bi-county unit” means:

20 (i) the Maryland–National Capital Park and Planning Commission;

21 or

22 (ii) the Washington Suburban Sanitary Commission.

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



(3) (i) “Bulky item” means any discarded furniture, home or industrial appliance, or abandoned vehicle or part of an abandoned vehicle not designated for disposal purposes under the laws of Prince George’s County.

(ii) “Bulky item” does not include discarding, dropping, or scattering of small quantities of waste matter ordinarily carried on or about the person, including:

1. beverage containers and closures;

2. packaging;

3. wrappers;

4. wastepaper;

5. newspapers;

6. magazines; and

7. waste matter that escapes or is allowed to escape from a container, receptacle, or package.

(4) “Litter” means all rubbish, waste matter, refuse, garbage, trash, debris, **YARD WASTE**, dead animals, or other discarded materials of every kind and description.

(5) “Public or private property” means:

(i) the right-of-way of a road or highway;

(ii) a body of water or watercourse or the shores or beaches of a body of water or watercourse;

(iii) a park;

(iv) a parking facility;

(v) a playground;

(vi) public service company property or transmission line right-of-way;

(vii) a building;

(viii) a refuge or conservation or recreation area;

(ix) residential or farm property; or

(x) timberlands or a forest.

(6) (I) “YARD WASTE” MEANS ORGANIC PLANT WASTE DERIVED FROM GARDENING, LANDSCAPING, AND TREE TRIMMING ACTIVITIES.

(II) “YARD WASTE” INCLUDES LEAVES, GARDEN WASTE, LAWN CUTTINGS, WEEDS, AND PRUNINGS.

(b) The General Assembly intends to:

(1) prohibit uniformly throughout the State the improper disposal of litter on public or private property; and

(2) curb the desecration of the beauty of the State and harm to the health, welfare, and safety of its citizens caused by the improper disposal of litter.

(c) A person may not:

(1) dispose of litter on a highway or perform an act that violates the State Vehicle Laws regarding disposal of litter, glass, and other prohibited substances on highways; or

(2) dispose or cause or allow the disposal of litter on public or private property unless:

(i) the property is designated by the State, a unit of the State, or a political subdivision of the State for the disposal of litter and the person is authorized by the proper public authority to use the property; or

(ii) the litter is placed into a litter receptacle or container installed on the property.

(d) If two or more individuals are occupying a motor vehicle, boat, airplane, or other conveyance from which litter is disposed in violation of subsection (c) of this section, and it cannot be determined which occupant is the violator:

(1) if present, the owner of the conveyance is presumed to be responsible for the violation; or

(2) if the owner of the conveyance is not present, the operator is presumed to be responsible for the violation.

(e) Notwithstanding any other law, if the facts of a case in which a person is charged with violating this section are sufficient to prove that the person is responsible for the violation, the owner of the property on which the violation allegedly occurred need not be present at a court proceeding regarding the case.

(f) (1) A person who violates this section is subject to the penalties provided in this subsection.

(2) (i) **THIS PARAGRAPH DOES NOT APPLY TO A PERSON WHO DISPOSES OF YARD WASTE IN VIOLATION OF THIS SECTION.**

(II) A person who disposes of litter in violation of this section in an amount not exceeding 100 pounds or 27 cubic feet and not for commercial gain is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 30 days or a fine not exceeding \$1,500 or both.

[(ii)] (III) A person who disposes of litter in violation of this section in an amount exceeding 100 pounds or 27 cubic feet, but not exceeding 500 pounds or 216 cubic feet, and not for commercial gain is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 1 year or a fine not exceeding \$12,500 or both.

[(iii)] (IV) A person who disposes of litter in violation of this section in an amount exceeding 500 pounds or 216 cubic feet or in any amount for commercial gain is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$30,000 or both.

(3) (I) **A PERSON WHO DISPOSES OF YARD WASTE IN VIOLATION OF THIS SECTION IS GUILTY OF A MISDEMEANOR AND ON CONVICTION IS SUBJECT TO:**

1. **FOR A FIRST OFFENSE, A FINE OF NOT LESS THAN \$50 AND NOT EXCEEDING \$300; AND**

2. **FOR A SECOND OR SUBSEQUENT OFFENSE, A FINE OF NOT LESS THAN \$50 AND NOT EXCEEDING \$1,000.**

(II) **NOTWITHSTANDING § 14–102 OF THIS ARTICLE, THE COURT MAY NOT IMPOSE LESS THAN THE MANDATORY MINIMUM FINE OF \$50.**

(4) (I) [In] **EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS PARAGRAPH, IN** addition to the penalties provided under [paragraph] **PARAGRAPHS (2) AND (3)** of this subsection, a court may order the violator to:

[(i)] 1. remove or render harmless the litter disposed of in violation of this section;

[(ii)] 2. repair or restore any property damaged by, or pay damages for, the disposal of the litter in violation of this section;

[(iii)] 3. perform public service relating to the removal of litter

disposed of in violation of this section or to the restoration of an area polluted by litter disposed of in violation of this section; or

[(iv)] 4. reimburse the State, county, municipal corporation, or bi-county unit for its costs incurred in removing the litter disposed of in violation of this section.

(II) IN ADDITION TO THE PENALTIES PROVIDED UNDER PARAGRAPH (3) OF THIS SUBSECTION, A COURT SHALL ORDER A PERSON FOUND GUILTY OF DISPOSING OF YARD WASTE IN VIOLATION OF THIS SECTION TO:

1. REMOVE OR RENDER HARMLESS THE YARD WASTE DISPOSED OF IN VIOLATION OF THIS SECTION; OR

2. REIMBURSE THE STATE, COUNTY, MUNICIPAL CORPORATION, OR BI-COUNTY UNIT FOR ITS COSTS INCURRED IN REMOVING THE YARD WASTE DISPOSED OF IN VIOLATION OF THIS SECTION.

[(4)] (5) (i) If a person is convicted of a violation under this section and the person used a motor vehicle in the commission of the violation, the court shall notify the Motor Vehicle Administration of the violation.

(ii) The Chief Judge of the District Court and the Administrative Office of the Courts, in conjunction with the Motor Vehicle Administration, shall establish uniform procedures for reporting a violation under this paragraph.

(g) A law enforcement unit, officer, or official of the State or a political subdivision of the State, or an enforcement unit, officer, or official of a commission of the State, or a political subdivision of the State, shall enforce compliance with this section.

(h) A unit that supervises State property shall:

(1) establish and maintain receptacles for the disposal of litter at appropriate locations where the public frequents the property;

(2) post signs directing persons to the receptacles and serving notice of the provisions of this section; and

(3) otherwise publicize the availability of litter receptacles and the requirements of this section.

(i) (1) Fines collected for violations of this section shall be disbursed:

(i) to the county or municipal corporation where the violation occurred; or

(ii) if the bi-county unit is the enforcement unit and the violations occurred on property over which the bi-county unit exercises jurisdiction, to the bi-county unit.

(2) Fines collected shall be used to pay for litter receptacles and posting signs as required by subsection (h) of this section and for other purposes relating to the removal or control of litter.

(j) (1) The legislative body of a municipal corporation may:

(i) prohibit littering; and

(ii) classify littering as a municipal infraction under Title 6 of the Local Government Article.

(2) The governing bodies of Prince George's County, Calvert County, and Montgomery County may each adopt an ordinance to prohibit littering under this section and, for violations of the ordinance, may impose criminal penalties and civil penalties that do not exceed the criminal penalties and civil penalties specified in subsection (f)(1) through **[(3)] (4)** of this section.

(3) (i) The governing body of Prince George's County may adopt an ordinance to prohibit the disposal of a bulky item:

1. on a highway; or

2. on public or private property unless the property is designated by the State, a unit of the State, or a political subdivision of the State for the disposal of bulky items and the person is authorized by the proper public authority to use the property.

(ii) For violations of the ordinance adopted under this paragraph, Prince George's County may impose criminal penalties and civil penalties that do not exceed the criminal penalties and civil penalties specified in subparagraph (iii) of this paragraph.

(iii) A person who disposes of a bulky item in violation of this paragraph is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 30 days or a fine not exceeding \$5,000 or both.

(k) This section may be cited as the "Illegal Dumping and Litter Control Law".

SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect October 1, 2020.

SENATE BILL 136

R2
HB 1412/19 – APP

0lr1408
CF 0lr1362

By: **Senator Feldman**

Introduced and read first time: January 10, 2020

Assigned to: Budget and Taxation

A BILL ENTITLED

1 AN ACT concerning

2 **Transportation – Maryland Metro/Transit Funding Act – Alterations**

3 FOR the purpose of specifying that the Maryland Transit Administration must regularly
4 consult with certain entities regarding the compilation and submission of the Central
5 Maryland Regional Transit Plan; requiring the Maryland Transit Administration to
6 submit a draft Central Maryland Regional Transit Plan to certain entities at least a
7 certain period of time before the finalization of the Plan; altering the contents and
8 elements of the Plan; altering the time frame within which the Plan must be
9 reviewed, revised, and updated; altering the time frame that the Plan must address;
10 altering the requirements of a certain assessment undertaken by the Maryland
11 Transit Administration; repealing a requirement that the Secretary of
12 Transportation, for any fiscal year in which the total Maryland operating assistance
13 provided in the approved Washington Metropolitan Area Transit Authority budget
14 increases by a certain percentage over the total operating assistance provided in the
15 prior fiscal year's budget, withhold a certain percentage of funds provided for certain
16 annual grants to the Washington Suburban Transit District; altering the
17 information that the Authority must submit to the Department of Transportation as
18 part of its yearly performance and condition assessments and reports; repealing a
19 provision of law that provides how a certain provision of law is to be construed;
20 making certain clarifications regarding certain mandated appropriations; and
21 generally relating to funding for the Washington Metropolitan Area Transit
22 Authority.

23 BY repealing and reenacting, without amendments,
24 Article – Transportation
25 Section 3–216(b)
26 Annotated Code of Maryland
27 (2015 Replacement Volume and 2019 Supplement)

28 BY repealing and reenacting, with amendments,
29 Article – Transportation

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



Section 7–301.1, 7–309, and 10–205
Annotated Code of Maryland
(2015 Replacement Volume and 2019 Supplement)

BY repealing and reenacting, with amendments,
Chapter 351 of the Acts of the General Assembly of 2018
Section 6

BY repealing and reenacting, with amendments,
Chapter 352 of the Acts of the General Assembly of 2018
Section 6

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
That the Laws of Maryland read as follows:

Article – Transportation

3–216.

(b) (1) Except as otherwise expressly provided by statute and paragraph (2) of this subsection, there shall be credited to the Transportation Trust Fund for the account of the Department all taxes, fees, charges, and revenues collected or received by or paid, appropriated, or credited to the account of the Department or any of its units in the exercise of their rights, powers, duties, or obligations, including the cash proceeds of the sale of consolidated transportation bonds, notes, or other evidences of obligation issued by the Department, any General Fund appropriations, and the proceeds of any State loan or federal grant made for transportation purposes.

(2) Any revenues from an information technology agreement involving resource sharing that are collected or received by or paid, appropriated, or credited to the account of the Department or any of its units shall be distributed to the Major Information Technology Development Project Fund established under § 3A–309 of the State Finance and Procurement Article.

7–301.1.

(a) In this section, “core service area” means:

(1) An area in Anne Arundel County, Baltimore City, Baltimore County, Harford County, and Howard County that is served by light rail, metro, or fixed bus route service; and

(2) As determined by the Department, any other area in which the population commutes to an area described in item (1) of this subsection in order to use light rail, metro, or fixed bus route service.

(b) In addition to the requirements of §§ 7–301 and 7–302 of this subtitle, on or

1 before October 1, 2020, the Administration shall[, in]:

2 **(1) IN REGULAR** consultation with the Central Maryland Regional Transit
3 Plan Commission and the Baltimore Metropolitan Council, prepare a Central Maryland
4 Regional Transit Plan to meet the transit needs of the core service area; **AND**

5 **(2) SUBMIT A DRAFT PLAN TO THE CENTRAL MARYLAND REGIONAL**
6 **TRANSIT PLAN COMMISSION AND THE BALTIMORE METROPOLITAN COUNCIL FOR**
7 **REVIEW AND COMMENT AT LEAST 45 DAYS BEFORE THE DRAFT PLAN IS FINALIZED.**

8 (c) The Central Maryland Regional Transit Plan shall **INCLUDE AT LEAST THE**
9 **FOLLOWING ELEMENTS:**

10 (1) [Define goals] **GOALS** for outcomes to be achieved through the
11 provision of public transportation, **INCLUDING PROVIDING RELIABLE AND SAFE PUBLIC**
12 **TRANSPORTATION SERVICE TO ENABLE RESIDENTS OF THE CORE SERVICE AREA TO**
13 **ACCESS JOB OPPORTUNITIES THROUGHOUT THE AREA;**

14 **[(2) In order to best achieve the goals defined in item (1) of this subsection,**
15 **identify options for:**

16 (i) Improvements to existing transportation assets;

17 (ii) Improvements to leverage non–Administration transportation
18 options available to public transportation; and

19 (iii) Corridors for new public transportation assets;

20 (3) Prioritize corridors for planning of new public transportation assets;

21 (4) Evaluate the Plan’s consistency with local land use and transportation
22 plans and the Maryland Transportation Plan and identify opportunities for achieving
23 greater consistency;

24 (5) Be reviewed, revised, and updated at least every 5 years; and

25 (6) Address a 25–year time frame.]

26 **(2) SPECIFIC IMPROVEMENTS TO PUBLIC TRANSPORTATION**
27 **SERVICES AND ASSETS;**

28 **(3) AN ANALYSIS OF OPPORTUNITIES TO LEVERAGE**
29 **NON–ADMINISTRATION TRANSPORTATION OPTIONS AVAILABLE FOR PUBLIC**
30 **TRANSPORTATION; AND**

(4) CORRIDORS FOR ESTABLISHING NEW PUBLIC TRANSPORTATION SERVICES AND ASSETS.

(D) IN ORDER TO BEST ADDRESS THE ELEMENTS SPECIFIED IN SUBSECTION (C) OF THIS SECTION, THE PLAN SHALL INCLUDE:

(1) CORRIDORS THROUGHOUT THE CORE SERVICE AREA WITH SPECIFIC GEOGRAPHIC BOUNDARIES, PRIORITIZED ACCORDING TO EACH CORRIDOR'S POTENTIAL TO ACHIEVE THE GOALS;

(2) THROUGHOUT THE CORE SERVICE AREA, SPECIFIC IMPROVEMENTS TO PUBLIC TRANSPORTATION SERVICES AND ASSETS;

(3) A LISTING OF THE SPECIFIC IMPROVEMENTS IDENTIFIED UNDER ITEM (2) OF THIS SUBSECTION IN THE ORDER OF THE PLANNED IMPLEMENTATION OF THE IMPROVEMENTS AND A METHODOLOGY FOR DETERMINING THE ORDER;

(4) AN ANALYSIS OF THE FUNDING AVAILABLE FOR THE IMPLEMENTATION OF THE SPECIFIC IMPROVEMENTS IDENTIFIED UNDER ITEM (2) OF THIS SUBSECTION AND POTENTIAL SOURCES OF ADDITIONAL FUNDING;

(5) ONE OR MORE MAPS THAT INCLUDE EXISTING SERVICES AND PROPOSED CORRIDORS AND IMPROVEMENTS; AND

(6) AN ANALYSIS OF THE PLAN'S CONSISTENCY WITH COUNTY AND MUNICIPAL LAND USE AND TRANSPORTATION PLANS AND THE MARYLAND TRANSPORTATION PLAN AND THE IDENTIFICATION OF OPPORTUNITIES FOR ACHIEVING GREATER CONSISTENCY.

(E) THE CENTRAL MARYLAND REGIONAL TRANSIT PLAN SHALL:

(1) BE REVIEWED, REVISED, AND UPDATED AT LEAST EVERY 6 YEARS;
AND

(2) ADDRESS A 30-YEAR PERIOD FROM THE YEAR THE REVIEW IS UNDERTAKEN.

[(d)] (F) (1) There is a Central Maryland Regional Transit Plan Commission.

(2) The Commission consists of the following members:

(i) The County Executive of Anne Arundel County, or the County Executive's designee;

(ii) The Mayor of Baltimore City, or the Mayor's designee;

(iii) The County Executive of Baltimore County, or the County Executive's designee;

(iv) The County Executive of Harford County, or the County Executive's designee;

(v) The County Executive of Howard County, or the County Executive's designee;

(vi) One representative from a Central Maryland business or transportation organization, appointed by the President of the Senate;

(vii) One representative from a Central Maryland business or transportation organization, appointed by the Speaker of the House; and

(viii) The following individuals appointed by the Governor:

1. One representative from a Central Maryland business organization;

2. One representative from the Citizen Advisory Council;

3. One representative from a disabled riders group; and

4. One representative from the MARC Riders Advisory Council.

(3) The Commission shall participate in the development of:

(i) A strategy for meaningful public involvement in the Central Maryland Regional Transit Plan; and

(ii) The goals for outcomes of the Central Maryland Regional Transit Plan.

7-309.

(a) The Administration shall, at least every 3 years, assess the ongoing, unconstrained capital needs of the Administration.

(b) In undertaking the assessment required under subsection (a) of this section, the Administration shall:

(1) Compile and prioritize capital needs without regard to cost;

(2) Identify the backlog of repairs and replacements needed to achieve a

state of good repair for all Administration assets, including a separate analysis of these needs over the following 10 years; [and]

(3) Identify the needs to be met in order to enhance service and achieve system performance goals;

(4) CREATE A TIMELINE AND PLAN FOR ACHIEVING A STATE OF GOOD REPAIR FOR THE ADMINISTRATION'S CAPITAL ASSETS; AND

(5) PUBLISH THE REPORT ON THE DEPARTMENT'S WEBSITE.

(c) On or before July 1, 2019, and on or before July 1 every 3 years thereafter, the Administration shall, in accordance with § 2–1257 of the State Government Article, submit the assessment required under subsection (a) of this section to the Senate Budget and Taxation Committee, the House Appropriations Committee, and the House Environment and Transportation Committee.

10–205.

(a) In accordance with and subject to the principle that, if there is substantial State financial support for the planned rapid rail mass transit system in one metropolitan area of this State, there should be substantial State financial support for the planned rapid rail mass transit system in the other metropolitan area of this State, and subject to the appropriation requirements and budgetary provisions of § 3–216(d) of this article, the Department shall provide for grants to the Washington Suburban Transit District in an amount equal to the current expenditures required of the Washington Suburban Transit District in accordance with capital contributions agreements between the Washington Metropolitan Area Transit Authority, the Washington Suburban Transit District, and other participating jurisdictions. The Washington Suburban Transit District shall consult with the Secretary of Transportation prior to the execution of any capital contributions agreement.

(b) (1) Subject to the appropriation requirements and budgetary provisions of § 3–216(d) of this article and upon receipt of an approval of a grant application in such form and detail as the Secretary shall reasonably require, the Department shall provide for annual grants to the Washington Suburban Transit District for a share of the operating deficits of the regional transit system for which the District is responsible. “Operating deficit” means operating costs less:

(i) The greater of operating revenues or 50 percent of the operating costs; and

(ii) All federal operating assistance.

(2) The Department's share shall equal 100 percent of the operating deficit.

1 [(3) (i) For any fiscal year in which the total Maryland operating
2 assistance provided in the approved Washington Metropolitan Area Transit Authority
3 budget increases by more than 3% over the total operating assistance provided in the prior
4 fiscal year's approved Washington Metropolitan Area Transit Authority budget, the
5 Secretary shall withhold an amount equal to 35% of the funds available under paragraphs
6 (1) and (2) of this subsection.

7 (ii) For purposes of calculating a budget increase under
8 subparagraph (i) of this paragraph, the following items may not be included:

9 1. The cost of any service, equipment, or facility that is
10 required by law;

11 2. A capital project approved by the board of directors of the
12 Washington Metropolitan Area Transit Authority; and

13 3. Any payments or obligations arising from or related to
14 legal disputes or proceedings between or among the Washington Metropolitan Area Transit
15 Authority and any other person.]

16 (c) Subject to the appropriation requirements and budgetary provision of §
17 3-216(d) of this article, the Department shall provide for grants to the Washington
18 Suburban Transit District in an amount equal to 75 percent of the net debt service assigned
19 to the Washington Suburban Transit District on bonds issued by the Washington
20 Metropolitan Area Transit Authority. In no event shall the amount of net debt service,
21 including the refinancing of any debt, required of the Washington Suburban Transit
22 District exceed the amount presently assigned on a year by year basis to the Washington
23 Suburban Transit District, and payable through the year 2014. Nothing in this article shall
24 preclude the use of bond proceeds for capital improvements and replacements of the
25 "Adopted Regional System – 1968" revised as of January 1, 1992.

26 (d) (1) In accordance with and subject to the principle that, if there is
27 substantial State financial support for rapid rail and bus transit capital replacement costs
28 in one metropolitan area of this State, there should be substantial State financial support
29 for the costs of similar needs in the other metropolitan area of this State, and in recognition
30 of the fact that timely replacement of capital facilities and equipment is essential to safe
31 and reliable transit service, the Department shall provide grants to fully fund the
32 Washington Suburban Transit District's share of the Washington Metropolitan Area
33 Transit Authority's capital equipment replacement programs.

34 (2) The grants under this subsection:

35 (i) Shall be made subject to the appropriation and budgetary
36 provisions of § 3-216(d) of this article;

37 (ii) Shall be included in the State budget beginning in fiscal year
38 2000;

(iii) Notwithstanding any other provision of law, may be funded with revenues derived from:

1. Any State—enacted transportation fees or taxes; or

2. Federal transportation grants available to the State to fund transit capital equipment replacement; and

(iv) Shall be contingent on the receipt of a request by the District to the Department, based on annual capital improvements programs adopted by the Washington Metropolitan Area Transit Authority.

(e) Subject to the appropriation requirements and budgetary provisions of § 3–216(d) of this article, the Department shall provide grants from amounts derived from the Transportation Trust Fund to the Washington Suburban Transit District for the purpose of funding Maryland’s required share of local funds for the Washington Metropolitan Area Transit Authority to match any federal funds appropriated in any given year authorized under Title VI, § 601, P.L. 110–432.

(f) (1) Except as provided in paragraph (2) of this subsection, the Governor shall include an appropriation in the annual budget of at least the amount specified in paragraph (4) of this subsection for the sole purpose of providing grants to the Washington Suburban Transit District to pay the capital costs of the Washington Metropolitan Area Transit Authority.

(2) (i) The Governor is not required to make the appropriation under paragraph (1) of this subsection in a fiscal year unless the Department certifies to the Governor in writing before the beginning of the immediately preceding fiscal year that the Washington Metropolitan Area Transit Authority has submitted to the Department:

1. Performance and condition assessments and reports regarding:

A. The safety and reliability of rapid heavy rail and bus systems;

B. The financial performance of the Washington Metropolitan Area Transit Authority as it relates to rail and bus operations, including fare box recovery, service per rider, and cost per service hour;

C. The monthly ridership of rail and bus systems broken down by Metrorail station, Metrorail line, bus [stop] ROUTE, and bus line;

D. Strategies to reduce costs and improve the Washington Metropolitan Area Transit Authority’s operational efficiency; and

1 E. The comparison of annual capital investments and
2 approved budgets; and

3 2. The Washington Metropolitan Area Transit Authority's:

4 A. Annual budget;

5 B. Annual independent financial audit;

6 C. Annual National Transit Database profile; and

7 D. Individual audit reports.

8 (ii) If the Commonwealth of Virginia or the District of Columbia
9 reduce the amount of dedicated capital funding for the Washington Metropolitan Area
10 Transit Authority, the Governor may reduce the appropriation under paragraph (1) of this
11 subsection by a proportional amount.

12 (iii) 1. The Governor shall withhold 35% of the appropriation
13 under paragraph (1) of this subsection if:

14 A. The Washington Metropolitan Area Transit Authority has
15 received a modified audit opinion as a result of an annual independent audit conducted in
16 accordance with Article XVI, Section 70 of the Washington Metropolitan Area Transit
17 Authority Compact under § 10–204 of this subtitle; and

18 B. The Department has not certified to the Governor in
19 writing before the beginning of the immediately preceding fiscal year that the Washington
20 Metropolitan Area Transit Authority has submitted in writing to the board of directors of
21 the Washington Metropolitan Area Transit Authority and the Maryland General Assembly
22 a satisfactory corrective plan that addresses the reasons for the modified audit opinion.

23 2. The Governor shall release the portion of the
24 appropriation withheld under subsubparagraph 1 of this subparagraph if the Washington
25 Metropolitan Area Transit Authority submits in writing to the board of directors of the
26 Washington Metropolitan Area Transit Authority and, in accordance with § 2–1257 of the
27 State Government Article, the Maryland General Assembly a satisfactory corrective action
28 plan that addresses the reasons for the modified audit opinion.

29 (3) The Governor shall make the appropriation under paragraph (1) of this
30 subsection from the Transportation Trust Fund.

31 (4) (i) For the first fiscal year in which the mandated appropriation
32 under this subsection applies, the appropriation under paragraph (1) of this subsection
33 shall equal at least the amount appropriated in the fiscal year 2019 State budget as enacted
34 for the Washington Suburban Transit District to pay the capital costs of the Washington
35 Metropolitan Area Transit Authority.

(ii) For each fiscal year after the first fiscal year in which the mandated appropriation under this subsection applies, the appropriation under paragraph (1) of this subsection shall be equal to the amount of the appropriation for the preceding fiscal year increased by 3%.

(g) (1) The Governor shall include in the State budget an appropriation for the purposes specified under paragraph (2) of this subsection of \$167,000,000 from the revenues available for the State capital program in the Transportation Trust Fund.

(2) The Department shall provide an annual grant of at least \$167,000,000 to the Washington Suburban Transit District to be used only to pay the capital costs of the Washington Metropolitan Area Transit Authority.

(3) The grant required under paragraph (2) of this subsection is in addition to the appropriation required under subsection (f)(1) of this section.

Chapter 351 of the Acts of 2018

SECTION 6. AND BE IT FURTHER ENACTED, That [this Act may not be construed to limit the authority of the Governor to appropriate general funds for transfer to the Transportation Trust Fund]:

(A) THIS ACT MAY NOT BE CONSTRUED TO PROHIBIT THE GOVERNOR FROM PROVIDING A GENERAL FUND APPROPRIATION FROM THE DEDICATED PURPOSE ACCOUNT TO PROVIDE REVENUE TO THE TRANSPORTATION TRUST FUND AS AUTHORIZED UNDER § 3-216(B) OF THE TRANSPORTATION ARTICLE.

(B) THE GOVERNOR MAY NOT SATISFY A MANDATED APPROPRIATION ESTABLISHED UNDER THIS ACT THROUGH THE DIRECT APPROPRIATION OF GENERAL FUNDS.

Chapter 352 of the Acts of 2018

SECTION 6. AND BE IT FURTHER ENACTED, That [this Act may not be construed to limit the authority of the Governor to appropriate general funds for transfer to the Transportation Trust Fund]:

(A) THIS ACT MAY NOT BE CONSTRUED TO PROHIBIT THE GOVERNOR FROM PROVIDING A GENERAL FUND APPROPRIATION FROM THE DEDICATED PURPOSE ACCOUNT TO PROVIDE REVENUE TO THE TRANSPORTATION TRUST FUND AS AUTHORIZED UNDER § 3-216(B) OF THE TRANSPORTATION ARTICLE.

(B) THE GOVERNOR MAY NOT SATISFY A MANDATED APPROPRIATION ESTABLISHED UNDER THIS ACT THROUGH THE DIRECT APPROPRIATION OF

1 **GENERAL FUNDS.**

2 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July
3 1, 2020.

Department of Legislative Services
Maryland General Assembly
2020 Session

FISCAL AND POLICY NOTE
First Reader

Senate Bill 136

(Senator Feldman)

Budget and Taxation

Transportation – Maryland Metro/Transit Funding Act – Alterations

This bill makes numerous changes to the Maryland Metro/Transit Funding Act (Chapters 351 and 352 of 2018). The changes primarily relate to the Central Maryland Regional Transit Plan that must be completed by the Maryland Transit Administration (MTA) and grants that must be provided to the Washington Metropolitan Area Transit Authority (WMATA) each year from the Maryland Department of Transportation (MDOT). **The bill takes effect July 1, 2020.**

Fiscal Summary

State Effect: Transportation Trust Fund (TTF) expenditures increase by \$1.5 million in FY 2021 to complete the Central Maryland Regional Transit Plan as modified by the bill. The effect of the bill's provision relating to the WMATA operating grant is unclear, as discussed below. Revenues are not affected.

(in dollars)	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Revenues	\$0	\$0	\$0	\$0	\$0
SF Expenditure	1,500,000	0	0	0	0
Net Effect	(\$1,500,000)	\$0	\$0	\$0	\$0

Note:() = decrease; GF = general funds; FF = federal funds; SF = special funds; - = indeterminate increase; (-) = indeterminate decrease

Local Effect: The bill does not directly affect local government operations or finances.

Small Business Effect: None.

Analysis

Bill Summary: The bill makes the following changes to the Maryland Metro/Transit Funding Act. The bill:

- repeals a requirement that the Secretary of Transportation withhold a portion of the operating grant to WMATA if WMATA's operating expenditures increase by more than 3% over the prior fiscal year, as specified;
- requires MTA, when assessing its unconstrained capital needs, to create a timeline and plan for achieving a state of good repair for its capital assets and publish the report on MDOT's website;
- alters an existing reporting requirement such that WMATA must report the monthly ridership of its bus systems by bus *route*, instead of by bus *stop*, as a condition of receiving the capital grant funding from the State;
- clarifies that the Governor may not satisfy a mandated appropriation under the Act through the *direct* appropriation of general funds;
- specifies that MTA must *regularly* consult with the Central Maryland Regional Transit Plan Commission and the Baltimore Metropolitan Council regarding the preparation of the Central Maryland Regional Transit Plan;
- alters and expands the information and other components that must be included in the Central Maryland Regional Transit Plan;
- requires MTA to submit a draft plan to the Central Maryland Regional Transit Plan Commission and the Baltimore Metropolitan Council for review and comment at least 45 days before the draft plan is finalized;
- requires MTA to review, revise, and update the plan at least every six years, instead of every five years; and
- requires the plan to address a 30-year period from the year the review is undertaken, instead of a 25-year period.

Specifically, the bill requires the Central Maryland Regional Transit Plan to include the following elements (in addition to goals for outcomes to be achieved through the provision of public transportation, which are required under current law): (1) specific improvements to public transportation services and assets; (2) an analysis of opportunities to leverage non-MTA transportation options available for public transportation; and (3) corridors for establishing new public transportation services and assets. The bill also requires the plan to include specified analyses, maps, and improvements that could be made to best address the aforementioned elements.

Current Law/Background:

Washington Metropolitan Area Transit Authority

WMATA was established in 1967 through an interstate compact among Maryland, Virginia, and the District of Columbia. The original purpose was construction and operation of a rapid rail transit system for the Washington metropolitan area. In 1973, WMATA purchased the assets of four major private bus companies operating in the area. Maryland's overall participation in the Washington metropolitan transit system consists of the provision of annual funding to WMATA for capital and operating costs of the Metrorail, Metrobus, and MetroAccess systems.

WMATA's operations are funded through operating revenues and subsidies provided by the compact signatories: Maryland; Virginia; and the District of Columbia. Since fiscal 2012, WMATA has seen a decline in ridership, resulting in decreased operating revenues. Service quality and reliability issues, combined with the disruptions caused by WMATA's SafeTrack maintenance initiative, are cited as leading factors in the decline in ridership. WMATA instituted fare increases and a reduction of service for fiscal 2018 in order to address the decrease in operating revenues.

WMATA's Metro Board of Directors is responsible for determining WMATA policy and providing oversight of the funding, operation, and expansion of WMATA transit facilities. The board is comprised of eight voting members and eight alternate members. Maryland, Virginia, the District of Columbia, and the federal government each appoint two voting and two alternate members. Chapters 353 and 354 of 2018 require one of the State's voting members to be the Secretary of Transportation or the Secretary's designee. The other voting member must be appointed by the Governor and meet other specified qualifications.

Maryland Metro/Transit Funding Act – Washington Metropolitan Area Transit Authority

In April 2017, WMATA released a report, *Keeping Metro Safe, Reliable, and Affordable*, which proposed a number of changes to WMATA funding and operations. The report called for the compact signatories to establish a "stable revenue source to generate \$500 million per year" for capital projects. The report further stated that WMATA had \$25 billion in unfunded capital needs and will need \$15.5 billion over the next 10 years for its most critical capital projects. Additionally, the report noted that, without a change to WMATA's business model, operating subsidies from compact signatories will continue to increase. WMATA's six-year capital program is composed of mostly state, local, and federal funds. General parameters on capital funding levels are typically established in a six-year Capital Funding Agreement developed through negotiations between WMATA and its local funding partners.

In response to WMATA's request, the Maryland Metro/Transit Funding Act (enacted by Chapters 351 and 352 of 2018), mandates additional capital funding for WMATA in two ways. First, the Act requires the Governor to include in the State budget an appropriation of \$167 million from the funds available in the State capital program in TTF. Second, the Act requires the State's existing capital subsidy to WMATA to increase annually over the previous fiscal year once specified reporting requirements are met. The earliest that this mandated capital funding could take effect was fiscal 2020.

The Act also requires the Governor or Secretary of Transportation to withhold of a portion of:

- the State's capital funding to WMATA if WMATA receives a modified audit opinion as a result of an annual independent audit and MDOT has not certified that WMATA has submitted a satisfactory corrective plan that addresses the reasons for the audit opinion;
- the State's capital funding to WMATA if WMATA does not provide specified performance and condition assessments and reports to MDOT regarding, among other things, (1) the safety and reliability of rapid heavy rail and bus systems and (2) the monthly ridership of rail and bus systems broken down by Metrorail station, Metrorail line, bus stop, and bus line; and
- the State's operating funding to WMATA if WMATA's operating expenditures, as defined by the Act, increases by more than 3% compared to the previous fiscal year.

The Act may not be construed to limit the authority of the Governor to appropriate general funds for transfer to TTF.

Maryland Metro/Transit Funding Act – Maryland Transit Administration

The Act also mandates additional capital and operating spending for MTA and requires MTA to complete an assessment of its unconstrained capital needs.

Specifically, for fiscal 2020, the Governor was required to include in the State budget an appropriation from TTF for the operating expenses of MTA that is at least 4.4% greater than the appropriation in the fiscal 2019 State budget as introduced. For fiscal 2021 and 2022, the Governor must include in the State budget an appropriation from TTF for the operating expenses of MTA that is at least 4.4% greater than the preceding fiscal year. The Act also requires the Governor to include in the State budget, for fiscal 2020 through 2022, an appropriation for the capital needs of MTA of at least \$29.1 million from the revenues available for the State capital program in TTF. This appropriation may not supplant any other capital funding otherwise available for MTA.

At least every 3 years, MTA must assess its ongoing, unconstrained capital needs. In doing so, MTA must (1) compile and prioritize capital needs without regard to cost; (2) identify the backlog of repairs and replacement needed to achieve a state of good repair for its assets, including a separate analysis of those needs over the following 10 years; and (3) identify the needs to be met in order to enhance service and achieve system performance goals. MTA must submit the required assessment to specified legislative committees by July 1, 2019, and by July 1 every 3 years thereafter.

State Expenditures:

Maryland Regional Transit Plan

The bill significantly alters and expands the process for developing and the content of the Central Maryland Regional Transit Plan required by the Maryland Metro/Transit Funding Act. The expanded scope requires MTA to spend additional time and resources to complete the plan. Under current law, the plan is projected to be completed during the current fiscal year (fiscal 2020), but the bill's requirements delay completion of the plan by one year. TTF expenditures increase by \$1.5 million in fiscal 2021 to complete the plan in the manner required by the bill.

WMATA Operating Expenditures

With respect to the WMATA operating grant, the bill's effect on TTF expenditures is unclear. Although the bill repeals the requirement that the Secretary of Transportation withhold a portion of the operating grant to WMATA if specified WMATA operating expenditures increase by more than 3% over the prior fiscal year, because the State is directly involved in the development and approval of WMATA's budget, it has the ability (under current law and under the bill) to ensure that WMATA's operating expenses do not increase by more than 3%. Specifically, at least one of the voting members on the Metro Board of Directors from each signatory jurisdiction must approve of WMATA's proposed budget, which grants the State (as well as Virginia and the District of Columbia) veto power over any proposed budget with an operating expenditure increase of more than 3%. Accordingly, by repealing the provision of law that requires the Secretary to withhold operating funding from WMATA if the increase in spending is more than 3%, the bill shifts the responsibility to ensure that the increase in spending is no more than 3% to the board members.

Depending on the actions of the board members, this provision may or may not have an effect on TTF expenditures. If WMATA proposes a budget that increases operating expenditures by more than 3% over the prior fiscal year, the State's board members could (under current law and under the bill) disapprove of the increase and require WMATA to modify the budget to reduce spending so that the increase is not more than 3%. Under this

scenario, this provision has no effect on TTF expenditures. On the other hand, if the State's board members approve of an increase in spending that is more than 3%, then this provision results in a potentially significant increase in TTF expenditures for the WMATA operating grant.

Additional Information

Prior Introductions: HB 1412 of 2019 passed the House with amendments and received a hearing in the Senate Budget and Taxation Committee, but no further action was taken.

Designated Cross File: HB 86 (Delegate Korman) - Appropriations.

Information Source(s): Maryland Department of Transportation; Department of Budget and Management; Department of Legislative Services

Fiscal Note History: First Reader - January 21, 2020
af/lgc

Analysis by: Richard L. Duncan

Direct Inquiries to:
(410) 946-5510
(301) 970-5510

HOUSE BILL 342

Q3

0lr0155
CF SB 278

By: **The Speaker (By Request – Administration) and Delegates Adams, Anderton, Arentz, Arikan, Beitzel, Buckel, Chisholm, Ciliberti, Clark, Corderman, Cox, M. Fisher, Ghrist, Grammer, Griffith, Hartman, Howard, Jacobs, Kipke, Kittleman, Krebs, Long, Malone, Mangione, Mautz, McComas, McKay, Metzgar, Morgan, Otto, Parrott, Pippy, Reilly, Rose, Saab, Shoemaker, Szeliga, and Wivell**

Introduced and read first time: January 20, 2020

Assigned to: Ways and Means

A BILL ENTITLED

1 AN ACT concerning

2 **Retirement Tax Reduction Act of 2020**

3 FOR the purpose of allowing certain individuals a subtraction modification under the
4 Maryland income tax for a certain amount of income; limiting the amount of the
5 subtraction modification for certain taxable years; providing that the subtraction
6 modification may not include income that is included under a certain other
7 subtraction modification; prohibiting an individual that includes income under the
8 subtraction modification from including income under a certain subtraction
9 modification for certain retirement income; requiring the Comptroller to adopt
10 certain regulations; and generally relating to a subtraction modification under the
11 Maryland income tax.

12 BY repealing and reenacting, without amendments,
13 Article – Tax – General
14 Section 10–207(a)
15 Annotated Code of Maryland
16 (2016 Replacement Volume and 2019 Supplement)

17 BY adding to
18 Article – Tax – General
19 Section 10–207(hh)
20 Annotated Code of Maryland
21 (2016 Replacement Volume and 2019 Supplement)

22 BY repealing and reenacting, with amendments,
23 Article – Tax – General

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.
[Brackets] indicate matter deleted from existing law.



Section 10–209
Annotated Code of Maryland
(2016 Replacement Volume and 2019 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
That the Laws of Maryland read as follows:

Article – Tax – General

10–207.

(a) To the extent included in federal adjusted gross income, the amounts under this section are subtracted from the federal adjusted gross income of a resident to determine Maryland adjusted gross income.

(HH) (1) SUBJECT TO PARAGRAPHS (2) AND (3) OF THIS SUBSECTION, THE SUBTRACTION UNDER SUBSECTION (A) OF THIS SECTION INCLUDES ANY INCOME OF AN INDIVIDUAL IF, ON THE LAST DAY OF THE TAXABLE YEAR, THE INDIVIDUAL:

(I) HAS A FEDERAL ADJUSTED GROSS INCOME OF \$100,000 OR LESS; AND

(II) 1. IS RECEIVING OLD AGE OR SURVIVOR BENEFITS UNDER THE SOCIAL SECURITY ACT; OR

2. A. IS AT LEAST 65 YEARS OLD; AND

B. IS NOT EMPLOYED FULL TIME.

(2) INCOME THAT IS INCLUDED IN A SUBTRACTION AUTHORIZED UNDER THIS SUBTITLE MAY NOT BE INCLUDED IN THE SUBTRACTION AUTHORIZED UNDER THIS SUBSECTION.

(3) THE SUBTRACTION UNDER PARAGRAPH (1) OF THIS SUBSECTION MAY NOT EXCEED:

(I) FOR A TAXABLE YEAR BEGINNING AFTER DECEMBER 31, 2021, BUT BEFORE JANUARY 1, 2023, \$10,000;

(II) FOR A TAXABLE YEAR BEGINNING AFTER DECEMBER 31, 2022, BUT BEFORE JANUARY 1, 2024, \$20,000;

(III) FOR A TAXABLE YEAR BEGINNING AFTER DECEMBER 31, 2023, BUT BEFORE JANUARY 1, 2025, \$30,000;

(IV) FOR A TAXABLE YEAR BEGINNING AFTER DECEMBER 31, 2024, BUT BEFORE JANUARY 1, 2026, \$40,000; AND

(V) FOR A TAXABLE YEAR BEGINNING AFTER DECEMBER 31, 2025, \$50,000.

(4) THE COMPTROLLER SHALL ADOPT REGULATIONS TO IMPLEMENT THE PROVISIONS OF THIS SUBSECTION.

10–209.

(a) (1) In this section the following words have the meanings indicated.

(2) “Correctional officer” means an individual who:

(i) was employed in:

1. a State correctional facility, as defined in § 1–101 of the Correctional Services Article;

2. a local correctional facility, as defined in § 1–101 of the Correctional Services Article;

3. a juvenile facility included in § 9–226 of the Human Services Article; or

4. a facility of the United States that is equivalent to a State or local correctional facility or a juvenile facility included in § 9–226 of the Human Services Article; and

(ii) is eligible to receive retirement income attributable to the individual’s employment under item (i) of this paragraph.

(3) “Emergency services personnel” means emergency medical technicians or paramedics.

(4) (i) “Employee retirement system” means a plan:

1. established and maintained by an employer for the benefit of its employees; and

2. qualified under § 401(a), § 403, or § 457(b) of the Internal Revenue Code.

(ii) “Employee retirement system” does not include:

- 1 1. an individual retirement account or annuity under § 408
2 of the Internal Revenue Code;
- 3 2. a Roth individual retirement account under § 408A of the
4 Internal Revenue Code;
- 5 3. a rollover individual retirement account;
- 6 4. a simplified employee pension under Internal Revenue
7 Code § 408(k); or
- 8 5. an ineligible deferred compensation plan under § 457(f) of
9 the Internal Revenue Code.

10 (b) Subject to subsections (d) and (e) of this section, to determine Maryland
11 adjusted gross income, if, on the last day of the taxable year, a resident is at least 65 years
12 old or is totally disabled or the resident's spouse is totally disabled, or the resident is at
13 least 55 years old and is a retired correctional officer, law enforcement officer, or fire,
14 rescue, or emergency services personnel of the United States, the State, or a political
15 subdivision of the State, an amount is subtracted from federal adjusted gross income equal
16 to the lesser of:

17 (1) the cumulative or total annuity, pension, or endowment income from an
18 employee retirement system included in federal adjusted gross income; or

19 (2) the maximum annual benefit under the Social Security Act computed
20 under subsection (c) of this section, less any payment received as old age, survivors, or
21 disability benefits under the Social Security Act, the Railroad Retirement Act, or both.

22 (c) For purposes of subsection (b)(2) of this section, the Comptroller:

23 (1) shall determine the maximum annual benefit under the Social Security
24 Act allowed for an individual who retired at age 65 for the prior calendar year; and

25 (2) may allow the subtraction to the nearest \$100.

26 (d) **(1)** Military retirement income that is included in the subtraction under §
27 10–207(q) of this subtitle may not be taken into account for purposes of the subtraction
28 under this section.

29 **(2) AN INDIVIDUAL WITH INCOME THAT IS INCLUDED IN THE**
30 **SUBTRACTION UNDER § 10–207(HH) OF THIS SUBTITLE MAY NOT INCLUDE INCOME**
31 **IN THE SUBTRACTION UNDER THIS SECTION.**

32 (e) In the case of a retired correctional officer, law enforcement officer, or fire,

1 rescue, or emergency services personnel of the United States, the State, or a political
2 subdivision of the State, the amount included under subsection (b)(1) of this section is
3 limited to the first \$15,000 of retirement income that is attributable to the resident's
4 employment as a correctional officer, a law enforcement officer, or fire, rescue, or emergency
5 services personnel of the United States, the State, or a political subdivision of the State
6 unless:

7 (1) the resident is at least 65 years old or is totally disabled; or

8 (2) the resident's spouse is totally disabled.

9 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July
10 1, 2020.

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Governor Hogan Announces More Than \$1 Billion in Tax Relief for Maryland Retirees

*Biggest Tax Reduction in Maryland in More Than Two Decades
Retirees with Maryland Income Up to \$50,000 Would Pay No State Income Tax Whatsoever
Next Step in Fulfilling Commitment to Eliminate All Retirement Taxes in Maryland*

ANNAPOLIS, MD—Governor Larry Hogan today announced a more than \$1 billion tax relief proposal to make it more affordable for retirees to stay in Maryland. This legislation, which would lower taxes for more than 230,000 Marylanders, is the biggest tax reduction in Maryland in more than two decades.

"People who have been lifelong Marylanders and have contributed so much, and still have more to offer, are moving to other states for one reason—our state's sky-high retirement taxes," said Governor Hogan. "When I first ran for governor, I said that once we solved the budget crisis and turned our economy around I wanted to eventually reach the point where we could eliminate all retirement taxes just as other states have done. That is still our goal, and this tax cut is a major step toward achieving it."

The **Retirement Tax Reduction Act of 2020** will cut retirement taxes for Marylanders by more than \$1 billion over five years. This legislation will eliminate all state tax on the first \$50,000 of income for retirees making up to \$100,000 in federally adjusted gross income. Retirees with Maryland income up to \$50,000 will pay no state tax whatsoever in the state of Maryland. This tax reduction will be phased in over five years, beginning in FY22.

"This legislation will provide tax relief to 230,000 Marylanders, is the largest tax reduction in Maryland in more than two decades, and it will keep tens of thousands of Maryland retirees from being forced to flee our state," the governor continued. "As long as I am governor, I will continue to fight to make

it easier for Maryland families, small businesses, and retirees to stay in our state, and to make it easier for all Marylanders to keep more of their hard-earned money."

Over the last five years, Governor Hogan has led an historic economic turnaround, with the state going from losing 100,000 jobs prior to taking office to gaining 140,000 jobs. More businesses are open and more people are working than ever before in the history of the state. The governor has already delivered \$1.25 billion in tax, toll, and fee relief for hardworking families, retirees, and small businesses.

Despite this progress, a [recent survey](#) found that Maryland is the worst state for retirees, ranking near the bottom in affordability. Since taking office, Governor Hogan has taken numerous steps to fulfill his commitment to eliminate state income taxes on all retirement income.

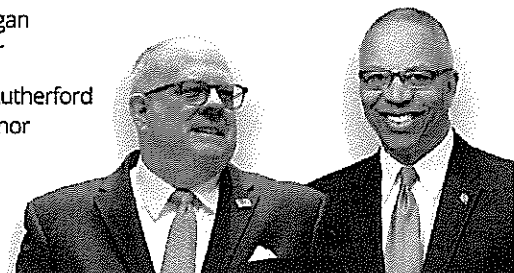
In addition to today's announcement, the governor has [introduced the Hometown Heroes Act of 2020](#) to exempt law enforcement, fire, rescue, corrections, and emergency response personnel from state tax on all retirement income specific to their service in those professions. This is the fifth year that Governor Hogan has introduced legislation to eliminate state taxes on the retirement income of first responders. In 2017, the governor was proud to [enact](#) the Hometown Heroes benefit so that first responders can exempt the first \$15,000 of their retirement income from state taxes. This year, he is again pushing to fully exempt all retirement income for these occupations and to lower the age of eligibility from 55 to 50.

The governor has also [announced legislation](#) to eliminate all state taxes on retirement income received as a result of military service. In 2015, the governor enacted legislation to increase the tax exemption on military retiree pensions from \$5,000 to \$10,000 for retirees 65 years or older, and in 2018, he again enacted legislation that increased the exemption by 50% to \$15,000 and lowered the eligibility age to 55.

-###-

Larry Hogan
Governor

Boyd K. Rutherford
Lt. Governor



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HOUSE BILL 292

R1
HB 102/19 – ENT

0lr1528
CF SB 229

By: **Delegates Lehman, Lierman, Acevero, Bagnall, B. Barnes, D. Barnes, Barron, Bartlett, Boyce, Bridges, Carey, Carr, Chang, Charkoudian, Conaway, Crosby, Crutchfield, Cullison, D.M. Davis, Ebersole, Feldmark, W. Fisher, Grammer, Guyton, Healey, Hettleman, Ivey, Johnson, Kelly, Kerr, Korman, R. Lewis, Love, Luedtke, Moon, Palakovich Carr, Patterson, Pena-Melnyk, Pendergrass, Proctor, Queen, Reznik, Saab, Shetty, Smith, Solomon, Stewart, Terrasa, Turner, Valderrama, Walker, Wilkins, Williams, and K. Young**

Introduced and read first time: January 20, 2020

Assigned to: Environment and Transportation

A BILL ENTITLED

1 AN ACT concerning

2 **Toll Roads, Highways, and Bridges – County Government Consent Requirement**
3 **– Expansion**

4 FOR the purpose of expanding to all counties in the State a prohibition on State agencies
5 constructing a toll road, toll highway, or toll bridge within certain counties without
6 the consent of a majority of the affected counties; and generally relating to the
7 construction of a toll road, toll highway, or toll bridge.

8 BY repealing and reenacting, with amendments,
9 Article – Transportation
10 Section 4–407
11 Annotated Code of Maryland
12 (2015 Replacement Volume and 2019 Supplement)

13 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
14 That the Laws of Maryland read as follows:

15 **Article – Transportation**

16 4–407.

17 [(a) This section applies to:

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



- (1) Caroline County;
- (2) Cecil County;
- (3) Dorchester County;
- (4) Kent County;
- (5) Queen Anne's County;
- (6) Somerset County;
- (7) Talbot County;
- (8) Wicomico County; and
- (9) Worcester County.

(b)] A State agency, including the Authority, may not construct any toll road, toll highway, or toll bridge [in the counties enumerated in this section] without the express consent of a majority of the governments of the affected counties.

SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect October 1, 2020.

HOUSE BILL 78

M3

0lr1268
CF 0lr1651

By: **Delegate C. Watson**

Introduced and read first time: January 10, 2020

Assigned to: Environment and Transportation

A BILL ENTITLED

1 AN ACT concerning

2 **Bay Restoration Fund – Authorized Uses**

3 FOR the purpose of altering the criteria for determining the use of funds in the Bay
4 Restoration Fund for certain purposes in certain fiscal years; specifying that certain
5 grants to certain local governments may be used for stormwater management
6 measures that include volume or quality control; and generally relating to the
7 authorized uses of the Bay Restoration Fund.

8 BY repealing and reenacting, with amendments,
9 Article – Environment
10 Section 9–1605.2(i)(2)
11 Annotated Code of Maryland
12 (2014 Replacement Volume and 2019 Supplement)

13 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
14 That the Laws of Maryland read as follows:

15 **Article – Environment**

16 9–1605.2.

17 (i) (2) Funds in the Bay Restoration Fund shall be used only:

18 (i) To award grants for up to 100% of eligible costs of projects
19 relating to planning, design, construction, and upgrade of a wastewater facility for flows up
20 to the design capacity of the wastewater facility, as approved by the Department, to achieve
21 enhanced nutrient removal in accordance with paragraph (3) of this subsection;

22 (ii) In fiscal years 2016 and thereafter, for up to 87.5% of the total
23 cost of projects, as approved by the Department, relating to combined sewer overflows
24 abatement, rehabilitation of existing sewers, and upgrading conveyance systems, including

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 pumping stations;

2 (iii) In fiscal years 2010 and thereafter, for a portion of the operation
3 and maintenance costs related to the enhanced nutrient removal technology, which may
4 not exceed 10% of the total restoration fee collected from users of wastewater facilities
5 under this section by the Comptroller annually;

6 (iv) In fiscal years 2018 and thereafter, after payment of outstanding
7 bonds and the allocation of funds to other required uses of the Bay Restoration Fund for
8 funding in the following order of priority:

9 1. For funding the eligible costs to upgrade a wastewater
10 facility to enhanced nutrient removal at wastewater facilities with a design capacity of
11 500,000 gallons or more per day;

12 2. For funding the eligible costs of the most cost-effective
13 enhanced nutrient removal upgrades at wastewater facilities with a design capacity of less
14 than 500,000 gallons per day; and

15 3. As determined by the Department and based on water
16 quality, **CLIMATE RESILIENCY, FLOOD CONTROL**, and public health benefits, for the
17 following:

18 A. For costs identified under item (ii) of this paragraph;

19 B. For costs identified under subsection (h)(2)(i)1 of this
20 section; and

21 C. With respect to a local government that has enacted and
22 implemented a system of charges to fully fund the implementation of a stormwater
23 management program, for grants to the local government for a portion of the costs of the
24 most cost-effective and efficient stormwater control measures, **INCLUDING VOLUME OR**
25 **QUALITY CONTROL**, as determined and approved by the Department, from the restoration
26 fees collected annually by the Comptroller from users of wastewater facilities under this
27 section;

28 (v) As a source of revenue or security for the payment of principal
29 and interest on bonds issued by the Administration if the proceeds of the sale of the bonds
30 will be deposited in the Bay Restoration Fund;

31 (vi) To earn interest on Bay Restoration Fund accounts;

32 (vii) For the reasonable costs of administering the Bay Restoration
33 Fund, which may not exceed 1.5% of the total restoration fees imposed on users of
34 wastewater facilities that are collected by the Comptroller annually;

35 (viii) For the reasonable administrative costs incurred by a local

1 government or a billing authority for a water or wastewater facility collecting the
2 restoration fees, in an amount not to exceed 5% of the total restoration fees collected by
3 that local government or billing authority;

4 (ix) For future upgrades of wastewater facilities to achieve additional
5 nutrient removal or water quality improvement, in accordance with paragraphs (6) and (7)
6 of this subsection;

7 (x) For costs associated with the issuance of bonds;

8 (xi) Subject to the allocation of funds and the conditions under
9 subsection (h) of this section, for projects related to the removal of nitrogen from on-site
10 sewage disposal systems and cover crop activities;

11 (xii) For costs associated with the implementation of alternate
12 compliance plans authorized in § 4–202.1(k)(3) of this article; and

13 (xiii) After funding any eligible costs identified under item (iv)1 and 2
14 of this paragraph, for costs associated with the purchase of cost-effective nitrogen,
15 phosphorus, or sediment load reductions in support of the State's efforts to restore the
16 health of the Chesapeake Bay, not to exceed \$4,000,000 in fiscal year 2018, \$6,000,000 in
17 fiscal year 2019, and \$10,000,000 per year in fiscal years 2020 and 2021.

18 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July
19 1, 2020.

Department of Legislative Services
Maryland General Assembly
2020 Session

FISCAL AND POLICY NOTE
First Reader

House Bill 78 (Delegate C. Watson)
Environment and Transportation

Bay Restoration Fund - Authorized Uses

This bill expands the criteria used to determine how to allocate funding from the Bay Restoration Fund (BRF) Wastewater Account by including climate resiliency and flood control as issues for the Maryland Department of the Environment (MDE) to consider when determining the priority of funding for specified projects. The bill also adds “volume or quality control” to the types of stormwater control measures that a local government can receive BRF funding for if the local government has implemented a system of charges to fully fund a stormwater management program. **The bill takes effect July 1, 2020.**

Fiscal Summary

State Effect: Overall finances for the BRF Wastewater Account are not affected; the bill merely changes the priority ranking for certain projects and expands the authorized uses of the account. MDE can promulgate implementing regulations with existing budgeted resources. Revenues are not affected.

Local Effect: Local grant revenues and expenditures are likely affected by the change in priority ranking and could also be affected to the extent that BRF funding is provided for volume or quality control stormwater measures instead of other authorized uses. Any such impact cannot be reliably estimated at this time.

Small Business Effect: Minimal overall, but potential meaningful impact on some small businesses depending on the projects that receive funding under the bill.

Analysis

Bill Summary: The bill adds climate resiliency and flood control to the factors MDE must base funding awards on when allocating funding for (1) combined sewer overflow abatement, rehabilitation of existing sewers, and upgrading conveyance systems, including pumping stations; (2) nitrogen reduction from on-site sewage disposal (septic) systems; and (3) the most cost-effective and efficient stormwater control measures by local governments who have implemented a system of charges to fully fund a stormwater management program.

Current Law:

Bay Restoration Fund

Chapter 428 of 2004 established BRF, which is administered by the Water Quality Financing Administration within MDE. The primary purpose of the fund is to support upgrades to Maryland's 67 major publicly owned Wastewater Treatment Plants (WWTPs) with enhanced nutrient removal (ENR) technology; funds are also used for septic system upgrade grants, among other things, and Maryland Department of Agriculture's (MDA) Cover Crop Program.

As a revenue source for the fund, Chapter 428 established a bay restoration fee on users of wastewater facilities, septic systems, and sewage holding tanks and Chapter 150 of 2012 doubled the fee for most users. Of the fee revenue collected from users of septic systems and sewage holding tanks, 60% must be deposited into a separate account, commonly referred to as the Septics Account. The remaining funds collected from users of septic systems and sewage holding tanks (40%) must be transferred to the Maryland Agricultural Water Quality Cost Share Program within MDA to provide financial assistance to farmers for planting cover crops.

Priority of Uses of MDE's Wastewater Account

Fee revenue generated from users of wastewater facilities is deposited into MDE's Wastewater Account and used, among other specified uses, to provide grants for up to 100% of the eligible costs to upgrade WWTPs to ENR.

Pursuant to Chapters 124 and 153 of 2015, beginning in fiscal 2018, the priority for project funding from the Wastewater Account is as follows:

- (1) ENR upgrades at major WWTPs (design capacity of at least 500,000 gallons per day (gpd));
- (2) the most cost-effective ENR upgrades at minor WWTPs (design capacity of less than 500,000 gpd);
- (3) as determined by MDE and based on water quality and public health benefits, for the following:
 - a. beginning in fiscal 2016, combined sewer overflow abatement, rehabilitation of existing sewers and upgrading conveyance systems, including pumping stations;
 - b. nitrogen reduction from on-site sewage disposal (septic) systems; and
 - c. the most cost-effective and efficient stormwater control measures by local governments who have implemented a system of charges to fully fund a stormwater management program.

MDE is required to determine the eligibility and priority ranking of a project based on criteria established in regulations. The project criteria includes (1) nutrient loads currently discharged and the projected nutrient load reduction; (2) cost-effectiveness in providing water quality or public health benefits; (3) relative effectiveness of water quality benefit to the Chesapeake Bay or other impaired body of water; (4) the existence of an administrative or civil compliance order or of a compliance schedule in a discharge permit; (5) sustainability benefits, such as water reuse, asset management, full cost pricing, energy conservation, and smart growth; and (6) readiness to proceed to construction.

Background: According to the Comptroller's Office, through December 31, 2019, a total of \$1.2 billion in bay restoration fees collected from wastewater facility users had been deposited in MDE's Wastewater Account. In addition, of the fee revenues collected from users of septic systems and sewage holding tanks, almost \$181.0 million had been deposited in MDE's Septics Account and \$129.2 million had been provided to MDA to support the planting of cover crops.

As of October 2019, BRF had supported ENR upgrades to 63 major wastewater facilities, with 3 other facilities under construction and 1 in the planning stage. As of July 2019, BRF had supported the installation of 10,532 BAT septic systems, of which 6,582 upgrades were completed within Maryland's Critical Areas. In addition, 515 homes had been connected to public sewerage using BRF, and BRF had supported the planting of more than three million acres of cover crops.

Additional Information

Prior Introductions: None.

Designated Cross File: SB 172 (Senator Hester) - Education, Health, and Environmental Affairs.

Information Source(s): Anne Arundel, Howard, Montgomery, St. Mary's, and Somerset counties; Maryland Association of Counties; City of Laurel; Maryland Municipal League; Comptroller's Office; Maryland Department of the Environment; Department of Legislative Services

Fiscal Note History: First Reader - January 22, 2020
rh/lgc

Analysis by: Kathleen P. Kennedy

Direct Inquiries to:
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HOUSE BILL 130

R5
HB 1368/19 – ENT

0lr2113

By: **Delegates Healey and Stein**

Introduced and read first time: January 15, 2020

Assigned to: Environment and Transportation

A BILL ENTITLED

1 AN ACT concerning

2 **Vehicle Laws – Move Over Safety Monitoring System – Authorization**

3 FOR the purpose of authorizing a State or local law enforcement agency and State or local
4 volunteer fire company, rescue squad, fire department, and ambulance service to
5 place a move over safety monitoring system on, or integrate a move over safety
6 monitoring system into, an emergency vehicle for the purpose of recording a motor
7 vehicle committing a violation relating to the operation of a motor vehicle on
8 approach of an emergency vehicle; requiring a recorded image made by a move over
9 safety monitoring system to include certain images and information; providing that
10 the driver of a motor vehicle recorded committing a certain violation is subject to a
11 certain civil penalty; providing for the amount of a civil penalty under this Act;
12 requiring the District Court to prescribe a certain uniform citation form; providing
13 for the payment of fines imposed and the distribution of revenues collected as a result
14 of violations enforced by move over safety monitoring systems; requiring a certain
15 local law enforcement agency to mail a certain citation to the owner of a certain
16 motor vehicle within a certain period of time; providing for the contents of a certain
17 citation; authorizing a local law enforcement agency to mail a warning instead of a
18 citation; authorizing a person receiving a certain citation to pay the civil penalty or
19 elect to stand trial; providing that a certain certificate is admissible as evidence in a
20 proceeding concerning a certain violation; providing that a certain adjudication of
21 liability is based on a preponderance of evidence; establishing certain defenses, and
22 requirements for proving the defenses, for a certain violation recorded by a move
23 over safety monitoring system; requiring the District Court to provide certain
24 evidence to a local law enforcement agency under certain circumstances; authorizing
25 a local law enforcement agency to mail a certain notice within a certain time period
26 after receiving certain evidence; authorizing the Motor Vehicle Administration to
27 refuse to register or reregister a motor vehicle or suspend the registration of a motor
28 vehicle under certain circumstances; requiring the Chief Judge of the District Court,
29 in consultation with certain local law enforcement agencies, to adopt certain
30 procedures; providing that a proceeding for a certain violation recorded by a move
31 over safety monitoring system is under the exclusive original jurisdiction of the

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



District Court; providing that a recorded image of a motor vehicle produced by a move over safety monitoring system is admissible in a certain proceeding under certain circumstances; defining certain terms; and generally relating to the use of move over safety monitoring systems to record offenses and enforce requirements relating to the operation of a vehicle on the approach of emergency vehicles.

BY repealing and reenacting, with amendments,
Article – Courts and Judicial Proceedings
Section 4–401(13), 7–302(e), and 10–311
Annotated Code of Maryland
(2013 Replacement Volume and 2019 Supplement)

BY repealing and reenacting, without amendments,
Article – Transportation
Section 21–405
Annotated Code of Maryland
(2012 Replacement Volume and 2019 Supplement)

BY adding to
Article – Transportation
Section 21–405.1
Annotated Code of Maryland
(2012 Replacement Volume and 2019 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
That the Laws of Maryland read as follows:

Article – Courts and Judicial Proceedings

4–401.

Except as provided in § 4–402 of this subtitle, and subject to the venue provisions of Title 6 of this article, the District Court has exclusive original civil jurisdiction in:

(13) A proceeding for a civil infraction under § 21–202.1, **§ 21–405.1**, § 21–704.1, § 21–706.1, § 21–809, § 21–810, or § 24–111.3 of the Transportation Article or § 10–112 of the Criminal Law Article;

7–302.

(e) (1) A citation issued pursuant to § 21–202.1, **§ 21–405.1**, § 21–706.1, § 21–809, § 21–810, or § 24–111.3 of the Transportation Article shall provide that the person receiving the citation may elect to stand trial by notifying the issuing agency of the person's intention to stand trial at least 5 days prior to the date of payment as set forth in the citation. On receipt of the notice to stand trial, the agency shall forward to the District Court having venue a copy of the citation and a copy of the notice from the person who received the citation indicating the person's intention to stand trial. On receipt thereof, the

District Court shall schedule the case for trial and notify the defendant of the trial date under procedures adopted by the Chief Judge of the District Court.

(2) A citation issued as the result of a vehicle height monitoring system, a traffic control signal monitoring system, or a speed monitoring system, including a work zone speed control system, controlled by a political subdivision, **A MOVE OVER SAFETY MONITORING SYSTEM**, or a school bus monitoring camera shall provide that, in an uncontested case, the penalty shall be paid directly to that political subdivision. A citation issued as the result of a traffic control signal monitoring system or a work zone speed control system controlled by a State agency, or as a result of a vehicle height monitoring system, a traffic control signal monitoring system, a speed monitoring system, **A MOVE OVER SAFETY MONITORING SYSTEM**, or a school bus monitoring camera in a case contested in District Court, shall provide that the penalty shall be paid directly to the District Court.

(3) Civil penalties resulting from citations issued using a vehicle height monitoring system, traffic control signal monitoring system, speed monitoring system, work zone speed control system, **MOVE OVER SAFETY MONITORING SYSTEM**, or school bus monitoring camera that are collected by the District Court shall be collected in accordance with subsection (a) of this section and distributed in accordance with § 12–118 of the Transportation Article.

(4) (i) From the fines collected by a political subdivision as a result of violations enforced by speed monitoring systems, **MOVE OVER SAFETY MONITORING SYSTEMS**, or school bus monitoring cameras, a political subdivision:

1. May recover the costs of implementing and administering the speed monitoring systems, **MOVE OVER SAFETY MONITORING SYSTEMS**, or school bus monitoring cameras; and

2. Subject to subparagraphs (ii) and (iii) of this paragraph, may spend any remaining balance solely for public safety purposes, including pedestrian safety programs.

(ii) 1. For any fiscal year, if the balance remaining from the fines collected by a political subdivision as a result of violations enforced by speed monitoring systems, after the costs of implementing and administering the systems are recovered in accordance with subparagraph (i)1 of this paragraph, is greater than 10% of the total revenues of the political subdivision for the fiscal year, the political subdivision shall remit any funds that exceed 10% of the total revenues to the Comptroller.

2. The Comptroller shall deposit any money remitted under this subparagraph to the General Fund of the State.

(iii) The fines collected by Prince George's County as a result of violations enforced by speed monitoring systems on Maryland Route 210 shall be remitted

to the Comptroller for deposit into the Criminal Injuries Compensation Fund under § 11–819 of the Criminal Procedure Article.

(5) From the fines collected by Baltimore City as a result of violations enforced by vehicle height monitoring systems, Baltimore City may:

(i) Recover the costs of implementing and administering the vehicle height monitoring systems; and

(ii) Spend the remaining balance solely on roadway improvements.

10–311.

(a) A recorded image of a motor vehicle produced by a traffic control signal monitoring system in accordance with § 21–202.1 of the Transportation Article is admissible in a proceeding concerning a civil citation issued under that section for a violation of § 21–202(h) of the Transportation Article without authentication.

(b) A recorded image of a motor vehicle produced by a speed monitoring system in accordance with § 21–809 or § 21–810 of the Transportation Article is admissible in a proceeding concerning a civil citation issued under that section for a violation of Title 21, Subtitle 8 of the Transportation Article without authentication.

(c) A recorded image of a motor vehicle produced by a school bus monitoring camera in accordance with § 21–706.1 of the Transportation Article is admissible in a proceeding concerning a civil citation issued under that section for a violation of § 21–706 of the Transportation Article without authentication.

(D) A RECORDED IMAGE OF A MOTOR VEHICLE PRODUCED BY A MOVE OVER SAFETY MONITORING SYSTEM IN ACCORDANCE WITH § 21–405.1 OF THE TRANSPORTATION ARTICLE IS ADMISSIBLE IN A PROCEEDING CONCERNING A CIVIL CITATION ISSUED UNDER THAT SECTION FOR A VIOLATION OF § 21–405 OF THE TRANSPORTATION ARTICLE WITHOUT AUTHENTICATION.

[(d)] (E) A recorded image of a motor vehicle produced by a vehicle height monitoring system in accordance with § 24–111.3 of the Transportation Article is admissible in a proceeding concerning a civil citation issued under that section for a violation of a State or local law restricting the presence of certain vehicles during certain times without authentication.

[(e)] (F) In any other judicial proceeding, a recorded image produced by a vehicle height monitoring system, traffic control signal monitoring system, speed monitoring system, work zone speed control system, **MOVE OVER SAFETY MONITORING SYSTEM**, or school bus monitoring camera is admissible as otherwise provided by law.

1 21-405.

2 (a) On the immediate approach of an emergency vehicle using audible and visual
3 signals that meet the requirements of § 22-218 of this article or of a police vehicle lawfully
4 using an audible signal, the driver of every other vehicle, unless otherwise directed by a
5 police officer, shall yield the right-of-way.

6 (b) On the immediate approach of an emergency vehicle using audible and visual
7 signals that meet the requirements of § 22-218 of this article or of a police vehicle lawfully
8 using an audible signal, the driver of every other vehicle, unless otherwise directed by a
9 police officer, shall drive immediately to a position parallel to and as close as possible to the
10 edge or curb of the roadway, clear of any intersection.

11 (c) On the immediate approach of an emergency vehicle using audible and visual
12 signals that meet the requirements of § 22-218 of this article or of a police vehicle lawfully
13 using an audible signal, the driver of every other vehicle, unless otherwise directed by a
14 police officer, shall stop and stay in this position until the emergency vehicle has passed.

15 (d) A driver, when proceeding in the same direction as an emergency or police
16 vehicle, may not pass an emergency vehicle using audible and visual signals that meet the
17 requirements of § 22-218 of this article or a police vehicle lawfully using an audible signal
18 unless:

19 (1) The emergency vehicle has stopped; or

20 (2) Otherwise directed by a police officer.

21 (e) (1) This subsection applies to a stopped, standing, or parked vehicle that
22 is:

23 (i) 1. On a highway; and

24 2. Using a visual signal that meets the requirements of §
25 22-218 or § 22-218.2 of this article; and

26 (ii) 1. A commercial motor vehicle providing emergency
27 maintenance to a disabled vehicle;

28 2. An emergency vehicle;

29 3. A service vehicle as defined under § 22-201 of this article;

30 4. A tow truck that is properly registered in accordance with
31 § 13-920 of this article; or

32 5. A waste or recycling collection vehicle.

(2) Unless otherwise directed by a police officer or a traffic control device, the driver of a motor vehicle that approaches from the rear a stopped, standing, or parked vehicle to which this subsection applies shall:

(i) If practicable and not otherwise prohibited and with due regard for safety and traffic conditions, make a lane change into an available lane not immediately adjacent to the stopped, standing, or parked vehicle; or

(ii) If the driver of the motor vehicle is unable to make a lane change in accordance with item (i) of this paragraph, slow to a reasonable and prudent speed that is safe for existing weather, road, and vehicular or pedestrian traffic conditions.

(f) This section does not relieve the driver of an emergency vehicle from the duty to drive with due regard for the safety of all persons.

21-405.1.

(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

(2) "LAW ENFORCEMENT AGENCY" MEANS A STATE OR LOCAL LAW ENFORCEMENT AGENCY THAT IS AUTHORIZED TO ISSUE A CITATION FOR A VIOLATION OF THE MARYLAND VEHICLE LAW OR OF LOCAL TRAFFIC LAWS OR REGULATIONS.

(3) "MOVE OVER SAFETY MONITORING SYSTEM" MEANS A RECORDING DEVICE PLACED ON OR INTEGRATED INTO AN EMERGENCY VEHICLE THAT IS DESIGNED TO CAPTURE A RECORDED VIDEO OR IMAGES OF A MOTOR VEHICLE COMMITTING A VIOLATION USING:

(I) VIDEO OR ANOTHER VISUAL RECORDING;

(II) CERTIFIED RADAR, LIDAR, OR ANOTHER SPEED MEASURING DEVICE; OR

(III) A COMPUTER OR RECORDING SYSTEM.

(4) (I) "OWNER" MEANS THE REGISTERED OWNER OF A MOTOR VEHICLE OR A LESSEE OF A MOTOR VEHICLE UNDER A LEASE OF 6 MONTHS OR MORE.

(II) "OWNER" DOES NOT INCLUDE:

1. A MOTOR VEHICLE LEASING COMPANY; OR

2. A HOLDER OF A SPECIAL REGISTRATION PLATE
ISSUED UNDER TITLE 13, SUBTITLE 9, PART III OF THIS ARTICLE.

(5) "RECORDED IMAGE" MEANS IMAGES RECORDED BY A MOVE OVER
SAFETY MONITORING SYSTEM:

(I) ON:

1. ONE OR MORE PHOTOGRAPHS;

2. ONE OR MORE MICROPHOTOGRAPHS;

3. ONE OR MORE ELECTRONIC IMAGES;

4. VIDEO; OR

5. ANY OTHER MEDIUM; AND

(II) SHOWING A MOTOR VEHICLE AND, ON AT LEAST ONE IMAGE
OR PORTION OF TAPE, CLEARLY IDENTIFYING THE REGISTRATION PLATE NUMBER
OF THE MOTOR VEHICLE.

(6) "VIOLATION" MEANS A VIOLATION OF § 21-405 OF THIS SUBTITLE.

(B) (1) A LAW ENFORCEMENT AGENCY MAY USE MOVE OVER SAFETY
MONITORING SYSTEMS FOR ITS EMERGENCY VEHICLES.

(2) A STATE OR LOCAL VOLUNTEER FIRE COMPANY, RESCUE SQUAD,
FIRE DEPARTMENT, OR AMBULANCE SERVICE MAY USE MOVE OVER SAFETY
MONITORING SYSTEMS FOR ITS EMERGENCY VEHICLES.

(C) (1) IF AN EMERGENCY VEHICLE OPERATOR WITNESSES A VIOLATION,
THE OPERATOR PROMPTLY MAY REPORT THE VIOLATION TO A LAW ENFORCEMENT
AGENCY EXERCISING JURISDICTION WHERE THE VIOLATION OCCURRED.

(2) THE REPORT, TO THE EXTENT POSSIBLE, SHALL INCLUDE:

(I) INFORMATION PERTAINING TO THE IDENTITY OF THE
ALLEGED VIOLATOR;

(II) THE REGISTRATION PLATE NUMBER, STATE OF

1 REGISTRATION, AND COLOR OF THE VEHICLE INVOLVED IN THE VIOLATION;

2 (III) IMAGES CONTAINING THE STAMPED DATE AND TIME AND
3 LOCATION AT WHICH THE VIOLATION OCCURRED;

4 (IV) THE SPEED AT WHICH THE VEHICLE WAS TRAVELING AND
5 THE DISTANCE OF THE VEHICLE FROM THE EMERGENCY VEHICLE; AND

6 (V) VIDEO OR OTHER VISUAL EVIDENCE CLEARLY
7 DEMONSTRATING THAT ALL OF THE ELEMENTS OF A VIOLATION OF § 21-405 OF THIS
8 SUBTITLE OCCURRED.

9 (D) A RECORDED IMAGE BY A MOVE OVER SAFETY MONITORING SYSTEM
10 INDICATING THAT THE DRIVER OF A MOTOR VEHICLE HAS COMMITTED A VIOLATION
11 SHALL INCLUDE:

12 (1) AN IMAGE OF THE MOTOR VEHICLE;

13 (2) AN IMAGE OF AT LEAST ONE OF THE MOTOR VEHICLE'S
14 REGISTRATION PLATES;

15 (3) THE DATE AND TIME OF THE VIOLATION; AND

16 (4) TO THE EXTENT POSSIBLE, THE LOCATION OF THE VIOLATION.

17 (E) (1) UNLESS THE DRIVER OF THE MOTOR VEHICLE RECEIVED A
18 CITATION FROM A POLICE OFFICER AT THE TIME OF THE VIOLATION, THE OWNER
19 OR, IN ACCORDANCE WITH SUBSECTION (H)(5) OF THIS SECTION, THE DRIVER OF A
20 MOTOR VEHICLE IS SUBJECT TO A CIVIL PENALTY IF THE MOTOR VEHICLE IS
21 RECORDED BY A MOVE OVER SAFETY MONITORING SYSTEM DURING THE
22 COMMISSION OF A VIOLATION.

23 (2) A CIVIL PENALTY UNDER THIS SUBSECTION SHALL BE \$100.

24 (3) FOR PURPOSES OF THIS SECTION, THE DISTRICT COURT SHALL
25 PRESCRIBE A UNIFORM CITATION FORM CONSISTENT WITH SUBSECTION (F)(1) OF
26 THIS SECTION AND § 7-302 OF THE COURTS ARTICLE.

27 (F) (1) SUBJECT TO PARAGRAPHS (2) THROUGH (4) OF THIS
28 SUBSECTION, A LAW ENFORCEMENT AGENCY SHALL MAIL TO THE OWNER LIABLE
29 UNDER SUBSECTION (E) OF THIS SECTION A CITATION THAT SHALL INCLUDE:

30 (I) THE NAME AND ADDRESS OF THE REGISTERED OWNER OF

1 THE VEHICLE;

2 (II) THE REGISTRATION NUMBER OF THE MOTOR VEHICLE
3 INVOLVED IN THE VIOLATION;

4 (III) THE VIOLATION CHARGED;

5 (IV) TO THE EXTENT POSSIBLE, THE LOCATION OF THE
6 VIOLATION;

7 (V) THE DATE AND TIME OF THE VIOLATION;

8 (VI) A COPY OF THE RECORDED IMAGE;

9 (VII) THE AMOUNT OF THE CIVIL PENALTY IMPOSED AND THE
10 DATE BY WHICH THE CIVIL PENALTY MUST BE PAID;

11 (VIII) A SIGNED STATEMENT BY A TECHNICIAN EMPLOYED BY THE
12 LAW ENFORCEMENT AGENCY THAT, BASED ON INSPECTION OF THE RECORDED
13 IMAGE, THE MOTOR VEHICLE WAS BEING OPERATED DURING THE COMMISSION OF A
14 VIOLATION;

15 (IX) A STATEMENT THAT A RECORDED IMAGE IS EVIDENCE OF A
16 VIOLATION; AND

17 (X) INFORMATION ADVISING THE PERSON ALLEGED TO BE
18 LIABLE UNDER THIS SECTION:

19 1. OF THE MANNER AND TIME IN WHICH LIABILITY AS
20 ALLEGED IN THE CITATION MAY BE CONTESTED IN THE DISTRICT COURT; AND

21 2. THAT FAILURE TO PAY THE CIVIL PENALTY OR TO
22 CONTEST LIABILITY IN A TIMELY MANNER IS AN ADMISSION OF LIABILITY AND MAY
23 RESULT IN REFUSAL OR SUSPENSION OF THE MOTOR VEHICLE REGISTRATION.

24 (2) THE LAW ENFORCEMENT AGENCY MAY MAIL A WARNING NOTICE
25 IN PLACE OF A CITATION TO THE OWNER ALLEGED TO BE LIABLE UNDER
26 SUBSECTION (E) OF THIS SECTION.

27 (3) EXCEPT AS PROVIDED IN SUBSECTION (H)(5) OF THIS SECTION, A
28 CITATION ISSUED UNDER THIS SECTION SHALL BE MAILED NOT LATER THAN 2
29 WEEKS AFTER THE ALLEGED VIOLATION.

1 (4) A PERSON WHO RECEIVES A CITATION UNDER PARAGRAPH (1) OF
2 THIS SUBSECTION MAY:

3 (I) PAY THE CIVIL PENALTY, IN ACCORDANCE WITH
4 INSTRUCTIONS ON THE CITATION, DIRECTLY TO THE COUNTY; OR

5 (II) ELECT TO STAND TRIAL FOR THE ALLEGED VIOLATION.

6 (G) (1) A CERTIFICATE ALLEGING THAT A VIOLATION OCCURRED, SWORN
7 TO OR AFFIRMED BY A DULY AUTHORIZED AGENT OF A LAW ENFORCEMENT AGENCY,
8 BASED ON INSPECTION OF A RECORDED IMAGE PRODUCED BY A MOVE OVER SAFETY
9 MONITORING SYSTEM SHALL BE EVIDENCE OF THE FACTS CONTAINED IN THE
10 CERTIFICATE AND SHALL BE ADMISSIBLE IN ANY PROCEEDING CONCERNING THE
11 ALLEGED VIOLATION.

12 (2) ADJUDICATION OF LIABILITY SHALL BE BASED ON A
13 PREPONDERANCE OF EVIDENCE.

14 (H) (1) THE DISTRICT COURT MAY CONSIDER IN DEFENSE OF A
15 VIOLATION:

16 (I) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, THAT
17 THE MOTOR VEHICLE OR REGISTRATION PLATES OF THE MOTOR VEHICLE WERE
18 STOLEN BEFORE THE VIOLATION OCCURRED AND WERE NOT UNDER THE CONTROL
19 OR POSSESSION OF THE OWNER AT THE TIME OF THE VIOLATION;

20 (II) SUBJECT TO PARAGRAPH (3) OF THIS SUBSECTION,
21 EVIDENCE THAT THE PERSON NAMED IN THE CITATION WAS NOT OPERATING THE
22 VEHICLE AT THE TIME OF THE VIOLATION; AND

23 (III) ANY OTHER ISSUES AND EVIDENCE THAT THE DISTRICT
24 COURT DEEMS PERTINENT.

25 (2) TO DEMONSTRATE THAT THE MOTOR VEHICLE OR THE
26 REGISTRATION PLATES WERE STOLEN BEFORE THE VIOLATION OCCURRED AND
27 WERE NOT UNDER THE CONTROL OR POSSESSION OF THE OWNER AT THE TIME OF
28 THE VIOLATION, THE OWNER MUST SUBMIT PROOF THAT A POLICE REPORT ABOUT
29 THE STOLEN MOTOR VEHICLE OR REGISTRATION PLATES WAS FILED IN A TIMELY
30 MANNER.

31 (3) TO SATISFY THE EVIDENTIARY BURDEN UNDER PARAGRAPH
32 (1)(II) OF THIS SUBSECTION, THE PERSON NAMED IN THE CITATION SHALL PROVIDE
33 TO THE DISTRICT COURT EVIDENCE TO THE SATISFACTION OF THE DISTRICT

COURT OF WHO WAS OPERATING THE VEHICLE AT THE TIME OF THE VIOLATION, INCLUDING, AT A MINIMUM, THE OPERATOR'S NAME AND CURRENT ADDRESS.

(4) (I) THIS PARAGRAPH APPLIES ONLY TO A CITATION THAT INVOLVES A CLASS E (TRUCK) VEHICLE WITH A REGISTERED GROSS WEIGHT OF 26,001 POUNDS OR MORE, A CLASS F (TRACTOR) VEHICLE, A CLASS G (TRAILER) VEHICLE OPERATED IN COMBINATION WITH A CLASS F (TRACTOR) VEHICLE, OR A CLASS P (PASSENGER BUS) VEHICLE.

(II) TO SATISFY THE EVIDENTIARY BURDEN UNDER PARAGRAPH (1)(II) OF THIS SUBSECTION, THE PERSON NAMED IN A CITATION DESCRIBED UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH MAY PROVIDE TO THE DISTRICT COURT A LETTER, SWORN TO OR AFFIRMED BY THE PERSON AND MAILED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, THAT:

1. STATES THAT THE PERSON NAMED IN THE CITATION WAS NOT OPERATING THE VEHICLE AT THE TIME OF THE VIOLATION; AND

2. PROVIDES THE NAME, ADDRESS, AND DRIVER'S LICENSE IDENTIFICATION NUMBER OF THE PERSON WHO WAS OPERATING THE VEHICLE AT THE TIME OF THE VIOLATION.

(5) (I) IF THE DISTRICT COURT FINDS THAT THE PERSON NAMED IN THE CITATION WAS NOT OPERATING THE VEHICLE AT THE TIME OF THE VIOLATION OR RECEIVES EVIDENCE UNDER PARAGRAPH (4)(II) OF THIS SUBSECTION IDENTIFYING THE PERSON DRIVING THE VEHICLE AT THE TIME OF THE VIOLATION, THE CLERK OF THE COURT SHALL PROVIDE TO THE LAW ENFORCEMENT AGENCY ISSUING THE CITATION A COPY OF ANY EVIDENCE SUBSTANTIATING WHO WAS OPERATING THE VEHICLE AT THE TIME OF THE VIOLATION.

(II) ON THE RECEIPT OF SUBSTANTIATING EVIDENCE FROM THE DISTRICT COURT UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH, THE LAW ENFORCEMENT AGENCY MAY ISSUE A CITATION AS PROVIDED IN SUBSECTION (F) OF THIS SECTION TO THE PERSON THAT THE EVIDENCE INDICATES WAS OPERATING THE VEHICLE AT THE TIME OF THE VIOLATION.

(III) A CITATION ISSUED UNDER SUBPARAGRAPH (II) OF THIS PARAGRAPH SHALL BE MAILED NOT LATER THAN 2 WEEKS AFTER RECEIPT OF THE EVIDENCE FROM THE DISTRICT COURT.

(I) IF THE CIVIL PENALTY IS NOT PAID AND THE VIOLATION IS NOT CONTESTED, THE ADMINISTRATION MAY REFUSE TO REGISTER OR REREGISTER OR MAY SUSPEND THE REGISTRATION OF THE MOTOR VEHICLE.

1 **(J) A VIOLATION FOR WHICH A CIVIL PENALTY IS IMPOSED UNDER THIS**
2 **SECTION:**

3 **(1) IS NOT A MOVING VIOLATION FOR THE PURPOSE OF ASSESSING**
4 **POINTS UNDER § 16-402 OF THIS ARTICLE AND MAY NOT BE RECORDED BY THE**
5 **ADMINISTRATION ON THE DRIVING RECORD OF THE OWNER OR DRIVER OF THE**
6 **VEHICLE;**

7 **(2) MAY BE TREATED AS A PARKING VIOLATION FOR PURPOSES OF §**
8 **26-305 OF THIS ARTICLE; AND**

9 **(3) MAY NOT BE CONSIDERED IN THE PROVISION OF MOTOR VEHICLE**
10 **INSURANCE COVERAGE.**

11 **(K) IN CONSULTATION WITH LAW ENFORCEMENT AGENCIES, THE CHIEF**
12 **JUDGE OF THE DISTRICT COURT SHALL ADOPT PROCEDURES FOR THE ISSUANCE**
13 **OF CITATIONS, TRIALS FOR VIOLATIONS, AND THE COLLECTION OF CIVIL PENALTIES**
14 **IMPOSED UNDER THIS SECTION.**

15 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect June
16 1, 2020.

SENATE BILL 161

E1

0lr1521
CF HB 5

By: **Senators Elfreth, Augustine, Beidle, Benson, Carter, Ellis, Feldman, Griffith, Hayes, Kagan, Lam, Lee, McCray, Patterson, Reilly, Rosapepe, Sydnor, Waldstreicher, Washington, West, and Zucker**

Introduced and read first time: January 13, 2020

Assigned to: Judicial Proceedings

A BILL ENTITLED

1 AN ACT concerning

2 **Crimes – Hate Crimes – Use of an Item or a Symbol to Threaten or Intimidate**

3 FOR the purpose of prohibiting a person from placing or inscribing a certain item or symbol
4 on certain property, without the express permission of the owner of the property, the
5 owner's agent, or a lawful occupant, with the intent to threaten or intimidate any
6 person or group of persons; establishing that a certain penalty applies to a violation
7 of this Act; and generally relating to the use of an item or a symbol to threaten or
8 intimidate a person or group of persons.

9 BY adding to

10 Article – Criminal Law

11 Section 10–305.1

12 Annotated Code of Maryland

13 (2012 Replacement Volume and 2019 Supplement)

14 BY repealing and reenacting, without amendments,

15 Article – Criminal Law

16 Section 10–306

17 Annotated Code of Maryland

18 (2012 Replacement Volume and 2019 Supplement)

19 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,

20 That the Laws of Maryland read as follows:

21 **Article – Criminal Law**

22 **10–305.1.**

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 **A PERSON MAY NOT PLACE OR INSCRIBE AN ITEM OR A SYMBOL, INCLUDING**
2 **AN ACTUAL OR DEPICTED NOOSE OR SWASTIKA, WHETHER TEMPORARY OR**
3 **PERMANENT, ON ANY REAL OR PERSONAL PROPERTY, PUBLIC OR PRIVATE,**
4 **WITHOUT THE EXPRESS PERMISSION OF THE OWNER, OWNER’S AGENT, OR LAWFUL**
5 **OCCUPANT OF THE PROPERTY, WITH THE INTENT TO THREATEN OR INTIMIDATE ANY**
6 **PERSON OR GROUP OF PERSONS.**

7 10–306.

8 (a) Except as provided in subsection (b) of this section, a person who violates this
9 subtitle is guilty of a misdemeanor and on conviction is subject to imprisonment not
10 exceeding 3 years or a fine not exceeding \$5,000 or both.

11 (b) (1) A person who violates § 10–304(2)(i) of this subtitle is guilty of a felony
12 and on conviction is subject to imprisonment not exceeding 10 years or a fine not exceeding
13 \$10,000 or both.

14 (2) A person who violates § 10–304(2)(ii) of this subtitle is guilty of a felony
15 and on conviction is subject to imprisonment not exceeding 20 years or a fine not exceeding
16 \$20,000 or both.

17 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
18 October 1, 2020.

Department of Legislative Services
Maryland General Assembly
2020 Session

FISCAL AND POLICY NOTE
First Reader

Senate Bill 161

(Senator Elfreth, *et al.*)

Judicial Proceedings

Crimes - Hate Crimes - Use of an Item or a Symbol to Threaten or Intimidate

This bill prohibits a person from placing or inscribing an item or a symbol, including an actual or depicted noose or swastika, whether temporary or permanent, on any real or person property, public or private, without the express permission of the owner or specific persons, with the intent to threaten or intimate any person or group of persons. Violators are guilty of a misdemeanor, punishable by imprisonment for up to three years and/or a \$5,000 fine.

Fiscal Summary

State Effect: Potential minimal increase in general fund revenues and expenditures due to the bill's penalty provisions if the bill results in additional prosecutions.

Local Effect: Potential minimal increase in local revenues and expenditures due to the bill's penalty provisions if the bill results in additional prosecutions.

Small Business Effect: None.

Analysis

Current Law: The State's hate crimes statutes are contained in Title 10, Subtitle 3 of the Criminal Law Article, specifically §§ 10-302 (damaging property of a religious entity), 10-303 (obstructing exercise of religious beliefs), 10-304 (harassment or destruction of property), and 10-305 (damage to an associated building).

Section 10-302 (Damaging Property of a Religious Entity)

A person may not deface, damage, or destroy, or attempt or threaten to deface, damage, or destroy, personal or real property that is owned, leased, or used by a religious entity or for any religious purpose.

Section 10-303 (Obstructing Exercise of Religious Beliefs)

A person may not, by force or threat of force, obstruct or attempt to obstruct another in the free exercise of that person's religious beliefs.

Section 10-304 (Harassment or Destruction of Property)

A person may not engage in the following acts because another person or group is homeless or because of another person's or group's race, color, religious beliefs, sexual orientation, gender, disability, or national origin:

- commit a crime or attempt or threaten to commit a crime against another person or group;
- deface, damage, or destroy, or attempt or threaten to deface, damage, or destroy the real or personal property of another person or group;
- burn or attempt or threaten to burn an object on the real or personal property of another person or group; or
- commit any of these acts when the act involves a separate crime that is a felony or that results in the death of a victim.

Section 10-305 (Damage to an Associated Building)

A person may not deface, damage, or destroy; attempt or threaten to deface, damage, or destroy; burn or attempt or threaten to burn an object on; or damage the real or personal property connected to a building that is publicly or privately owned, leased, or used (1) because a person or group of a particular race, color, religious belief, sexual orientation, gender, or national origin, or because a person or group that is homeless, has contacts or is associated with the building or (2) if there is evidence that exhibits animosity against a person or group due to the race, color, religious beliefs, sexual orientation, gender, disability, or national origin of that group or because that person or group is homeless.

Penalties

In general, an individual who violates these provisions is guilty of a misdemeanor, punishable by imprisonment for up to 3 years and/or a maximum fine of \$5,000. However,

if a violation of § 10-304 involves a separate felony, the violator is guilty of a felony and is subject to imprisonment for up to 10 years and/or a fine of up to \$10,000. If a violation of § 10-304 results in the death of the victim, the violator is subject to imprisonment for up to 20 years and/or a fine of up to \$20,000.

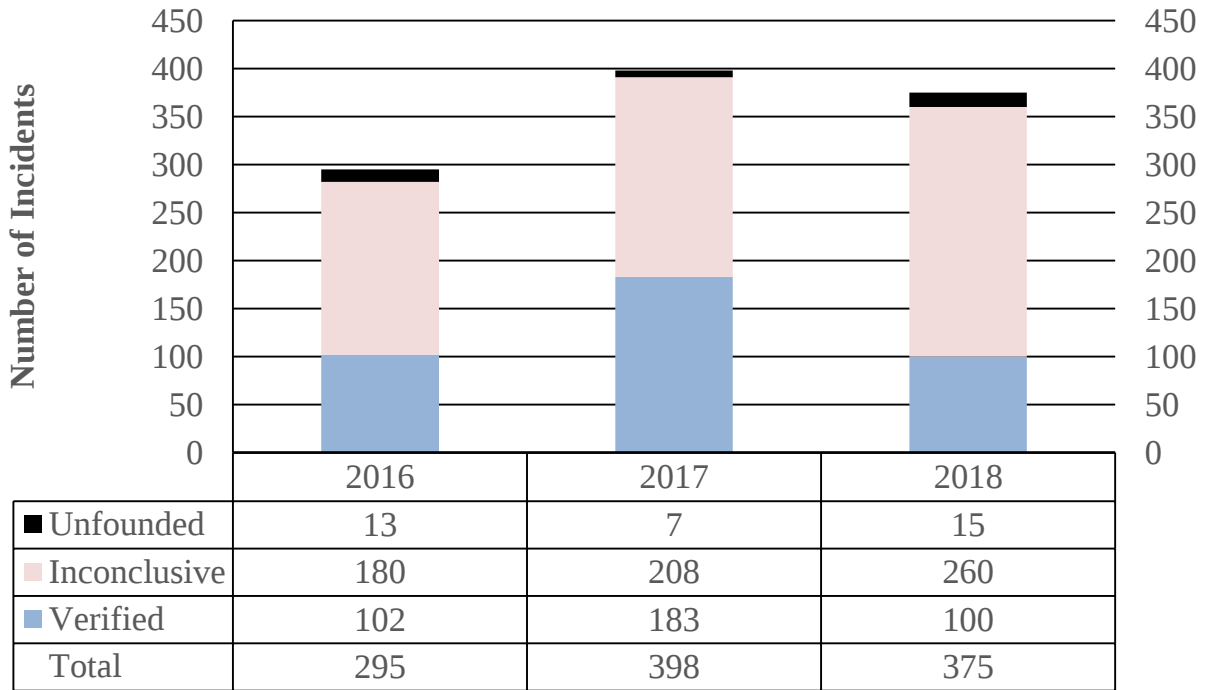
First Amendment Rights

Nothing in the hate crimes statutes may be construed to infringe on the speech of a religious leader or other individual during peaceable activity intended to express the leader's or individual's religious beliefs or convictions.

Background: According to a fall 2019 publication by the Federal Bureau of Investigation (FBI), law enforcement agencies reported 7,120 bias-motivated criminal incidents nationwide, an approximate 1% decrease compared to the 7,175 incidents reported in 2018. The FBI received information on 49 criminal incidents from 20 participating agencies (cities, counties, colleges, police departments, *etc.*) in Maryland. The remaining 135 participating agencies indicated no incidents of hate crime for the quarters for which they submitted reports during 2018.

In September 2019, the Department of State Police (DSP) published the *State of Maryland 2018 Hate/Bias Report*. According to the report, 375 hate/bias incidents were reported by law enforcement agencies in the State to DSP during calendar 2018, representing a 6% decrease from the 398 incidents reported in calendar 2017. Of the 375 incidents reported in 2018, 100 were verified to be motivated by bias, 260 were inconclusive regarding motivation, and 15 were determined to be unfounded. The data in DSP's report includes incidents that may or may not be considered criminal activity; the FBI data is limited to hate/bias-based crimes. **Exhibit 1** contains DSP hate/bias incident data for 2016 through 2018.

Exhibit 1
Hate/Bias Incidents Reported by Law Enforcement Agencies to DSP
2016-2018



DSP: Department of State Police

Source: *State of Maryland 2018 Hate/Bias Report*

Additional Information

Prior Introductions: HB 4 of 2019 passed the House with amendments and received a hearing in the Senate Judicial Proceedings Committee, but no further action was taken. HB 1695 of 2018, a similar bill, passed the House with amendments and passed the Senate with amendments, but no further action was taken. HB 1218 of 2010, another similar bill, passed the House and passed second reading in the Senate with amendments. The bill was special ordered in the Senate, and no further action was taken on the bill prior to the conclusion of the legislative session. Similar bills were also introduced during the 2008 and 2009 sessions.

Designated Cross File: HB 5 (Delegate Chang) - Judiciary.

Information Source(s): Maryland Commission on Civil Rights; Maryland State Commission on Criminal Sentencing Policy; Judiciary (Administrative Office of the Courts); Office of the Public Defender; Maryland State's Attorneys' Association; Department of Public Safety and Correctional Services; Department of State Police; Federal Bureau of Investigation; Department of Legislative Services

Fiscal Note History: First Reader - January 15, 2020
md/aad

Analysis by: Donovan A. Ham

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HOUSE BILL 209

C2

0lr0712
CF 0lr1452

By: **Delegates Lierman, Fraser–Hidalgo, Acevero, B. Barnes, Boyce, Cain, Cardin, Carr, Charkoudian, Clippinger, D.E. Davis, Dumais, Ebersole, Feldmark, W. Fisher, Guyton, Healey, Hettleman, Hill, Holmes, Kelly, Korman, Lehman, J. Lewis, R. Lewis, Lopez, Love, Luedtke, McIntosh, Moon, Mosby, Palakovich Carr, Reznik, Shetty, Solomon, Stein, Stewart, Terrasa, Washington, C. Watson, Wells, Wilkins, Williams, and K. Young**

Introduced and read first time: January 16, 2020

Assigned to: Environment and Transportation and Economic Matters

A BILL ENTITLED

1 AN ACT concerning

2 **Plastics and Packaging Reduction Act**

3 FOR the purpose of prohibiting a store from distributing plastic carryout bags to a customer
4 at the point of sale; requiring a store to charge, collect, and retain a certain amount
5 of money for durable carryout bags the store provides to a customer; prohibiting a
6 store from advertising, holding out, or stating certain information under certain
7 circumstances; requiring a store to include certain information on certain receipts;
8 providing that the sales and use tax does not apply to a certain amount of money
9 retained by a store under certain circumstances; establishing a certain maximum
10 civil penalty for a violation of this Act; establishing that the distribution of or failure
11 to charge for a certain number of plastic carryout bags at a single point of sale
12 constitutes a single violation; prohibiting the imposition of a penalty under this Act
13 unless certain conditions are met; authorizing a unit of county government to grant
14 a certain waiver under certain circumstances; providing for the enforcement of this
15 Act; requiring the Maryland Department of Labor to adopt certain regulations;
16 establishing the Single–Use Products Workgroup; providing for the composition and
17 staffing of the Workgroup; prohibiting a member of the Workgroup from receiving
18 certain compensation, but authorizing the reimbursement of certain expenses;
19 requiring the Workgroup to hold certain public hearings in certain locations and to
20 study and make recommendations regarding single–use products; requiring the
21 Workgroup to report its findings and recommendations to the Governor and the
22 General Assembly on or before a certain date; defining certain terms; providing for
23 a delayed effective date for certain provisions of this Act; providing for the
24 termination of certain provisions of this Act; and generally relating to carryout bags
25 and single–use products.

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

240



BY adding to
Article – Business Regulation
Section 19–106
Annotated Code of Maryland
(2015 Replacement Volume and 2019 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
That the Laws of Maryland read as follows:

Article – Business Regulation

19–106.

**(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS
INDICATED.**

**(2) (I) “DURABLE CARRYOUT BAG” MEANS A BAG THAT IS
PROVIDED BY A STORE TO A CUSTOMER AT THE POINT OF SALE.**

(II) “DURABLE CARRYOUT BAG” DOES NOT INCLUDE:

1. A BAG USED TO:

**A. PACKAGE BULK ITEMS, INCLUDING FRUIT,
VEGETABLES, NUTS, GRAINS, CANDY, OR SMALL HARDWARE ITEMS;**

**B. CONTAIN OR WRAP FROZEN FOODS, MEAT, OR FISH,
WHETHER PREPACKAGED OR NOT;**

**C. CONTAIN OR WRAP FLOWERS, POTTED PLANTS, OR
OTHER DAMP ITEMS;**

**D. CONTAIN UNWRAPPED PREPARED FOODS OR BAKERY
GOODS;**

E. CONTAIN A NEWSPAPER; OR

**F. CONTAIN GARMENTS OR DRY-CLEANED CLOTHES,
INCLUDING SUITS, JACKETS, AND DRESSES;**

**2. A BAG PROVIDED BY A PHARMACIST THAT CONTAINS
PRESCRIPTION DRUGS; OR**

3. PLASTIC BAGS SOLD IN PACKAGES CONTAINING

1 MULTIPLE PLASTIC BAGS.

2 (3) (I) "PLASTIC CARRYOUT BAG" MEANS A PLASTIC BAG LESS
3 THAN 4 MILS THICK THAT IS PROVIDED BY A STORE TO A CUSTOMER AT THE POINT
4 OF SALE.

5 (II) "PLASTIC CARRYOUT BAG" INCLUDES A COMPOSTABLE
6 PLASTIC BAG THAT MEETS THE SPECIFICATIONS OF THE AMERICAN SOCIETY OF
7 TESTING AND MATERIALS INTERNATIONAL STANDARD SPECIFICATION FOR
8 COMPOSTABLE PLASTICS D6400.

9 (4) "STORE" MEANS A RETAIL ESTABLISHMENT THAT PROVIDES
10 DURABLE CARRYOUT BAGS OR PLASTIC CARRYOUT BAGS TO ITS CUSTOMERS AS A
11 RESULT OF THE SALE OF A PRODUCT.

12 (B) A STORE MAY NOT PROVIDE A PLASTIC CARRYOUT BAG TO A CUSTOMER.

13 (C) (1) A STORE SHALL CHARGE, COLLECT, AND RETAIN AT LEAST 10
14 CENTS FOR EACH DURABLE CARRYOUT BAG THAT THE STORE PROVIDES TO A
15 CUSTOMER.

16 (2) A STORE MAY NOT ADVERTISE, HOLD OUT, OR STATE TO THE
17 PUBLIC OR TO A CUSTOMER, DIRECTLY OR INDIRECTLY, THAT REIMBURSEMENT OF
18 ANY PART OF THE MONEY COLLECTED UNDER PARAGRAPH (1) OF THIS SUBSECTION
19 WILL BE ASSUMED OR ABSORBED BY THE STORE OR REFUNDED TO THE CUSTOMER.

20 (3) A STORE SHALL INDICATE ON THE CONSUMER TRANSACTION
21 RECEIPT THE NUMBER OF DURABLE CARRYOUT BAGS PROVIDED BY THE STORE AND
22 THE TOTAL AMOUNT OF MONEY CHARGED.

23 (4) NOTWITHSTANDING ANY OTHER PROVISION OF LAW, THE SALES
24 AND USE TAX DOES NOT APPLY TO THE MONEY RETAINED BY A STORE UNDER
25 PARAGRAPH (1) OF THIS SUBSECTION.

26 (D) SUBJECT TO SUBSECTION (E) OF THIS SECTION, A STORE THAT
27 VIOLATES THIS SECTION IS SUBJECT TO A CIVIL PENALTY NOT EXCEEDING \$500.

28 (E) (1) (I) THE PROVISION OF ONE OR MORE PLASTIC CARRYOUT BAGS
29 AT A SINGLE POINT OF SALE IS A SINGLE VIOLATION.

30 (II) THE FAILURE TO CHARGE THE AMOUNT OF MONEY
31 REQUIRED UNDER SUBSECTION (C)(1) OF THIS SECTION FOR THE PROVISION OF ONE
32 OR MORE DURABLE CARRYOUT BAGS AT A SINGLE POINT OF SALE IS A SINGLE

1 VIOLATION.

2 (2) A PENALTY MAY NOT BE IMPOSED UNDER THIS SECTION UNLESS
3 A STORE:

4 (I) IS FIRST ISSUED A WRITTEN NOTICE OF VIOLATION; AND

5 (II) DOES NOT CORRECT THE VIOLATION WITHIN 3 MONTHS
6 AFTER RECEIPT OF THE WRITTEN NOTICE.

7 (3) A PENALTY MAY NOT BE IMPOSED ON A STORE MORE THAN ONCE
8 WITHIN A 7-DAY PERIOD.

9 (F) (1) THIS SECTION SHALL BE ENFORCED BY THE APPROPRIATE UNIT
10 OF COUNTY GOVERNMENT.

11 (2) A UNIT OF COUNTY GOVERNMENT MAY GRANT A STORE UP TO TWO
12 WAIVERS FROM THE REQUIREMENTS OF THIS SECTION FOR A PERIOD OF UP TO 3
13 MONTHS FOR EACH WAIVER IF THE UNIT OF COUNTY GOVERNMENT DETERMINES
14 THAT ACHIEVING COMPLIANCE UNDER THIS SECTION WOULD CAUSE THE STORE AN
15 UNDUE HARDSHIP OR A PRACTICAL DIFFICULTY NOT GENERALLY APPLICABLE TO
16 OTHER STORES IN SIMILAR CIRCUMSTANCES.

17 (G) THE DEPARTMENT SHALL ADOPT REGULATIONS TO IMPLEMENT THIS
18 SECTION.

19 SECTION 2. AND BE IT FURTHER ENACTED, That:

20 (a) There is a Single-Use Products Workgroup.

21 (b) In alignment with the Waste Reduction and Resource Recovery Plan for
22 Maryland (Executive Order 01.01.2017.13), the purpose of the Workgroup is to study,
23 identify, assess, and make recommendations regarding materials, process, infrastructure,
24 and policy to directly address plastic and single-use container waste throughout Maryland,
25 including extended producer responsibility and tax credits or compensation to businesses
26 for reduction of single-use packaging and products.

27 (c) The Workgroup consists of the following members:

28 (1) two members of the Senate of Maryland, appointed by the President of
29 the Senate;

30 (2) two members of the House of Delegates, appointed by the Speaker of
31 the House;

(3) the Secretary of the Environment, or the Secretary's designee;

(4) two Maryland residents who have volunteered or worked within their communities to reduce waste or trash, including one who is under the age of 30 years at the time of appointment, appointed jointly by the President of the Senate and the Speaker of the House; and

(5) the following members, appointed by the Secretary of the Environment:

(i) one representative of the Maryland Retailers Association;

(ii) one representative of the Restaurant Association of Maryland;

(iii) two representatives of the solid waste management industry;

(iv) two representatives of Trash Free Maryland, the Maryland League of Conservation Voters, the Sierra Club, the Chesapeake Bay Foundation, United Workers, or Riverkeeper;

(v) one representative of an organization working to reduce waste or trash, including Blue Water Baltimore, the Sunrise Movement, the Anacostia Watershed Society, or Maryland Public Interest Research Group;

(vi) one representative with scientific expertise in marine science, pollution, or ecology of the Chesapeake Bay who works at an institution of higher education in Maryland; and

(vii) one representative of the Maryland Association of Counties.

(d) The Secretary of the Environment shall designate the chair of the Workgroup.

(e) The Department of the Environment shall provide staff for the Workgroup.

(f) A member of the Workgroup:

(1) may not receive compensation as a member of the Workgroup; but

(2) is entitled to reimbursement for expenses under the Standard State Travel Regulations, as provided in the State budget.

(g) The Workgroup shall hold at least two public hearings that allow public testimony and are not located in Annapolis.

(h) The Workgroup shall:

(1) evaluate current State and municipal policies and requirements for the management of single-use products;

(2) recommend policies or requirements that the State should enact to:

(i) reduce the use of single-use products;

(ii) reduce the environmental impact of single-use products;

(iii) improve statewide management of single-use products;

(iv) divert single-use products from disposal in landfills; and

(v) prevent contamination of natural resources by discarded single-use products; and

(3) evaluate potential economic impact on Marylanders with an income at or below 130% of the federal poverty level and make recommendations to mitigate this impact, including by providing access to free or discounted reusable bags and making changes to the allocation of money collected for carryout bags.

(i) On or before December 1, 2020, the Workgroup shall report its findings and recommendations to the Governor and, in accordance with § 2-1257 of the State Government Article, the General Assembly.

SECTION 3. AND BE IT FURTHER ENACTED, That Section 1 of this Act shall take effect July 1, 2021.

SECTION 4. AND BE IT FURTHER ENACTED, That, except as provided in Section 3 of this Act, this Act shall take effect July 1, 2020. Section 2 of this Act shall remain effective for a period of 1 year and, at the end of June 30, 2021, Section 2 of this Act, with no further action required by the General Assembly, shall be abrogated and of no further force and effect.

Bill No.: _____

Requested: _____

Committee: _____

Drafted by: Carter

Typed by: Fran

Stored – 10/28/19

Proofread by _____

Checked by _____

By: **Prince George's County Delegation**

A BILL ENTITLED

1 AN ACT concerning

2 **Prince George's County – Authority to Impose Fees for Use of Disposable Bags**3 **PG 401–20**

4 FOR the purpose of authorizing Prince George's County to impose, by law, a fee on certain
5 retail establishments for the use of disposable bags as part of a retail sale of products;
6 limiting the amount of a certain fee; restricting the use of a certain fee; defining
7 certain terms; and generally relating to the authority for Prince George's County to
8 impose a fee for the use of disposable bags.

9 BY adding to
10 Article – Local Government
11 Section 13–1002
12 Annotated Code of Maryland
13 (2013 Volume and 2019 Supplement)

14 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
15 That the Laws of Maryland read as follows:

16 **Article – Local Government**17 **13–1002.**

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 **(A) THIS SECTION APPLIES ONLY IN PRINCE GEORGE’S COUNTY.**

2 **(B) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS**
3 **INDICATED.**

4 **(2) (I) “DISPOSABLE BAG” MEANS A PAPER OR PLASTIC BAG**
5 **PROVIDED BY A STORE TO A CUSTOMER AT THE POINT OF SALE.**

6 **(II) “DISPOSABLE BAG” DOES NOT INCLUDE:**

7 1. **A DURABLE PLASTIC BAG WITH HANDLES THAT IS AT**
8 **LEAST 2.25 MILS THICK AND IS DESIGNED AND MANUFACTURED FOR MULTIPLE**
9 **REUSE;**

10 2. **A BAG USED TO:**

11 A. **PACKAGE BULK ITEMS, INCLUDING FRUIT,**
12 **VEGETABLES, NUTS, GRAINS, CANDY, OR SMALL HARDWARE ITEMS;**

13 B. **CONTAIN OR WRAP FROZEN FOODS, MEAT, OR FISH,**
14 **WHETHER PREPACKAGED OR NOT;**

15 C. **CONTAIN OR WRAP FLOWERS, POTTED PLANTS, OR**
16 **OTHER DAMP ITEMS;**

17 D. **CONTAIN UNWRAPPED PREPARED FOODS OR BAKERY**
18 **GOODS; OR**

19 E. **CONTAIN A NEWSPAPER OR DRY CLEANING;**

20 3. **A BAG PROVIDED BY A PHARMACIST TO CONTAIN**
21 **PRESCRIPTION DRUGS; OR**

22 4. **PLASTIC BAGS SOLD IN PACKAGES CONTAINING**
23 **MULTIPLE PLASTIC BAGS INTENDED FOR USE AS GARBAGE, PET WASTE, OR YARD**
24 **WASTE BAGS.**

1 **(3) “STORE” MEANS A RETAIL ESTABLISHMENT THAT PROVIDES**
2 **DISPOSABLE BAGS TO CUSTOMERS AS A RESULT OF THE SALE OF A PRODUCT.**

3 **(C) (1) THE COUNTY MAY IMPOSE, BY LAW, A FEE ON A STORE FOR THE**
4 **USE OF DISPOSABLE BAGS AS A PART OF A RETAIL SALE OF PRODUCTS.**

5 **(2) THE FEE IMPOSED UNDER PARAGRAPH (1) OF THIS SUBSECTION**
6 **MAY NOT EXCEED 5 CENTS FOR EACH DISPOSABLE BAG USED.**

7 **(D) THE COUNTY MAY USE THE REVENUE FROM A FEE IMPOSED UNDER**
8 **SUBSECTION (C) OF THIS SECTION ONLY:**

9 **(1) FOR AN ENVIRONMENTAL PURPOSE, INCLUDING THE**
10 **ESTABLISHMENT OF A PROGRAM TO PROVIDE REUSABLE BAGS TO INDIVIDUALS IN**
11 **THE COUNTY;**

12 **(2) FOR THE IMPLEMENTATION, ADMINISTRATION, AND**
13 **ENFORCEMENT OF THE FEE;**

14 **(3) FOR LITTER CLEAN-UP, ENVIRONMENTAL STEWARDSHIP, AND**
15 **PROGRAMS THAT SUPPORT RESIDENTS, INCLUDING THE RAIN CHECK REBATE**
16 **PROGRAM; AND**

17 **(4) FOR PARTIALLY OFFSETTING THE ADMINISTRATIVE EXPENSE OF**
18 **RETAIL ESTABLISHMENTS FOR COLLECTING AND REMITTING THE FEE.**

19 **SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect**
20 **October 1, 2020.**

City Council Agenda Item Report

Meeting Date: January 27, 2020

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

Home Town Takeover nomination

Suggested Action:

Mayor Byrd requested this item to be added to the agenda.

The motion would be to direct staff to produce and submit a video nomination for Greenbelt for the new HGTV show "Home Town Takeover."

The deadline for submission is February 7, 2020.

The video would need to include places that need a makeover like:

Diners;
Coffee shops;
Homes;
Playgrounds.

Examples of makeovers suggested to Mayor Byrd were:

Roosevelt Center
Franklin Park

Attachments:

[Home Town Takeover.pdf](#)

HOME TOWN TAKEOVER

GET READY...

HGTV COULD COME TO YOUR TOWN!

HGTV is ready for its BIGGEST Renovation Project EVER
- a *takeover* to *makeover* an ENTIRE town

Is it yours? If it is, Ben and Erin Napier of the hit series Home Town will hit the road for their upcoming series **Home Town Takeover** to help you and your community revitalize the place you call home.

Here's how you can submit your town:

DOES YOUR TOWN HAVE

1

A population
of less than
40,000

2

Homes with
great architecture
longing to be
revealed?

3

A Main street
that needs
a facelift?



WE WANT TO HEAR FROM YOU!

Photos are great, but video is better!

Show us:

- A place that you think needs a makeover. i.e. a diner, coffee shop, home or playground.

252

- A tour around town—the places that need help and the people who love this town.
- Anywhere your town needs love and what you love about it.

START YOUR SUBMISSION



CONTACT INFO

First Name *

Last Name *

Phone Number *

Email *

YOUR TOWN

State *

Town *

Population *

Tell us about your town

DOCUMENT UPLOAD

Please upload some photos of your town. (Limit of 5 photos. Please make sure photo is 5000KB or less. Supported file types: .JPEG and .PNG) *

SELECT FILE(S)

Please upload a video of your town (Limit of 1 video. Please make sure video is 500 MB or less. Supported file types: .mp4, .mov, .avi, .mpeg, .3gp) *

SELECT FILE(S)

☐ I have read and agree to the Terms and Conditions and Privacy Policy

SUBMIT

[View Terms and Conditions](#)

APPLICATION DEADLINE: FEBRUARY 7, 2020

For any issues with uploading, please email questions to:
rescuecasting@rtmedia.com

*Applications will not be accepted through this email address

RTR MEDIA

10 Brentcliffe Road,

Unit 212

Toronto, ON

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City Council Agenda Item Report

Meeting Date: January 27, 2020

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

* Resignation from Advisory Group

Suggested Action:

Reference: Letter, M. Inzeo

Matthew Inzeo has submitted his resignation from the Public Safety Advisory Committee.

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

Attachments:

City Council Agenda Item Report

Meeting Date: January 27, 2020

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

Request for Use of City Facilities

Suggested Action:

Reference: Letter, Vanessa van der Have, 01/14/2020

The City has received a request from the Eleanor Roosevelt High School Grad Night Committee for use of the Youth Center from 2:00 p.m. to 10:00 p.m. on May 28th and from 9 a.m. on May 29th to 6:00 a.m. on May 30th. They also request use of the Greenbelt Aquatic and Fitness Center from 12:00 a.m. to 4:00 a.m. on May 30th. Greg Varda, Acting Director of Recreation, has indicated Recreation staff will be able to accommodate this request. In the past, the City has waived the facility rental fees but the committee remains responsible for all costs incurred for Recreation personnel. Approval of this item on the consent agenda will indicate Council's intent to approve the waiver of facility rental fees for this event.

Attachments:

[2020 Grad Night Letter Request to Greenbelt.pdf](#)

GRAD NIGHT 2020



Eleanor Roosevelt High School • PTSA - 2020 ERHS Grad Night Committee • 7601 Hanover Parkway Greenbelt, MD 2077

2020 Officers

Chairperson, Vanessa van der Have
Vice Chairperson, Arlene Miller
Treasurer, Barbara Zack
Secretary, Kimberly Jones

January 14, 2020

Ms. Nicole Ard, Greenbelt City Manager
Mr. Greg Varda, Acting Director
Greenbelt Recreation Department
25 Crescent Road
Greenbelt, MD 20770

CC:
Greenbelt City Council
Joe McNeal, Assistant Director of Facilities & Operations
Reginald McNeill, ERHS Principal
Avery Taylor, ERHS Senior Class Administrator

Dear Ms. Ard and Mr. Varda,

It is with great enthusiasm that I submit this request to hold Eleanor Roosevelt High School's annual Grad Night celebration at the Greenbelt Youth Center and Aquatic & Fitness Center this year. As you know, this event has been hosted at your facilities many times over the course of three decades. The last two classes broke from tradition and hosted the event at alternate locations. We considered all options, but after meeting with Joe McNeal, decided that Greenbelt is the ideal home for this year's community-driven event.

Pending approval by you, the City Manager, and the City Council, we would be thrilled to host the Class of 2020 Grad Night festivities at your facilities. We graciously request use of the Youth Center and Aquatic Center as follows:

- 1. Youth Center (Rental Fees Waived)**
 - a. Thursday, May 28th (2:00PM-10:00 PM)
 - b. Friday, May 29th (9:00AM-11:59 PM)
 - c. Saturday, May 30th (12:00AM-6:00 AM)
- 2. Aquatic Center (Rental Fees Waived)**
 - a. Saturday, May 30th (12:00AM-4:00 AM)

This year's senior class consists of 633 students. Between 300-350 students typically attend Grad Night.

Thank you kindly for your consideration. Please feel free to contact me at (301) 332-5327 or ERHSGradNight2020@gmail.com with any questions or concerns.

Sincerely,

Vanessa van der Have
Grad Night 2020 Chair

City Council Agenda Item Report

Meeting Date: January 27, 2020

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section:

Subject:

Greenbelt Middle facility use request for Billy Owens Smith repast

Suggested Action:

Mayor Byrd requested that this item be added the consent agenda. Approval of this item would direct staff to submit a facility use application on behalf of the City related to the family using Greenbelt Middle for the Billy Owens Smith repast.

Attachments:

City Council Agenda Item Report

Meeting Date: January 27, 2020

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section:

Subject:

Meetings

Suggested Action:

Attachments:

[meetings.pdf](#)

CITY OF GREENBELT, MARYLAND

25 Crescent Road, Greenbelt, MD 20770-1891

1/23/2020 2:03 PM



City Council Meetings & Work Sessions January – February – March

Work Session – City Manager Update, (CC)	Wed.	01/29	8:00 pm
Four Cities – (College Park)	Thurs.	01/30	7:30 pm
Work Session – Beltway Plaza Redevelopment – Preliminary Plan of Subdivision, (MB)	Mon.	02/03	8:00 pm
Work Session – Review of Council's Standing Rules, (CC)	Wed.	02/05	8:00 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, (MB)	Thurs.	02/20	7:00 pm
Regular Meeting, (MB)	Mon.	02/24	8:00 pm
Work Session – Friends of Greenbelt Museum, (CC)	Wed.	02/26	8:00 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 Educator Awards	Mon.	03/16	
Work Session – TBD, (CC)	Wed.	03/18	8:00 pm
Regular Meeting, (MB)	Mon.	03/23	8:00 pm
Work Session – TBD, (CC)	Wed.	03/25	8:00 pm
Work Session – Wrap 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 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

MD RELAY 711

260

CITY OF GREENBELT, MARYLAND

25 Crescent Road, Greenbelt, MD 20770-1891

1/23/2020 2:03 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: January 27, 2020

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section:

Subject:

Stakeholders

Suggested Action:

Attachments:

[Stakeholder Schedule.pdf](#)

Annual														
Advisory Group Chairs	3/16	2/17	7/18	7/19										
Franklin Park at Greenbelt Station Mgmt.	8/16	11/17	12/18	12/19										
Greenbelt East Advisory Coalition	3/16	7/17	3/19											
Greenbelt Homes, Inc.	6/16	7/17	7/18	7/19										
County Executive/ County Council	12/13	9/16	1/19											
Biennial														
Roosevelt Center Merchants	11/16	1/18	1/20											
Beltsville Ag. Research Center/ NPS Greenbelt Park	03/14	7/16	8/18											
	7/15	1/18	1/20											
Beltway Plaza	9/14	3/17	1/20											
Greenway Center	7/14	12/16	2/19											
Civic Associations	8/14	2/18												
NASA/GSFC	3/15	3/17	9/19											
PG Co. Economic Development Corp.	8/14	4/17	7/19											
School Board	2/16	5/17	10/18	3/19										
State Highway Administration	6/15	10/17												
Every Three Years														
Apartments	2/18													
Religious/Spiritual Organizations	3/13	6/15	6/19											
Greenbelt Watershed Groups	8/14	10/16	10/19											
Hotels														
University of Maryland	3/13	4/15												
Every Three Years or Major Issue														
Comcast	9/13	11/17												
Verizon														
PEPCO	9/14	1/17												
WSSC	12/12	9/16												
WGL														
Capital Office Park	12/12	1/16	9/19											
Other Business Parks:														
Maryland Trade Center														
Golden Triangle														
Hanover Parkway														
Belle Point														
Edmonston Road														
Hanover Parkway														
Roosevelt Center Owner	9/15													

WMATA/PGDPW&T (Semi-Annual)	11/16	9/17	11/18	1/20										
Other/As Needed														
M-NCPPC/Planning Board (Major Issue)	6/06	7/14	10/19											
Business Coffee (Every Four Months)	10/17	2/18	8/18	11/18	2/19	5/19	8/19	12/19						
State's Attorney (4 years)	2/11	4/15	9/19											

(Rev. January 20, 2020)