



CITY COUNCIL AGENDA

This meeting will be held in-person and virtual.

**25 Crescent Road
Greenbelt, MD 20770**

OR

**Virtual Participation
Zoom Webinar Attendees:**

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

**[https://us02web.zoom.us/j/82990077061?](https://us02web.zoom.us/j/82990077061?pwd=RHVhN0lZUWZUc0JvZWFLdzRrUHBIIdz09)
[pwd=RHVhN0lZUWZUc0JvZWFLdzRrUHBIIdz09](https://us02web.zoom.us/j/82990077061?pwd=RHVhN0lZUWZUc0JvZWFLdzRrUHBIIdz09)**

**Dial-in: 301 715 8592
Webinar ID: 829 9007 7061
Passcode: 369031**

**Monday, January 22, 2024
7:30 PM**

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

1. Roll Call
2. Call to Order
3. Meditation and Pledge of allegiance to the Flag
4. Petitions and Requests

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

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

7. Presentations

7a. Black History Month Proclamation

Suggested Action:

Since 1976, every American president has designated February as Black History Month and endorsed a specific theme. The 2024 Black History Month's theme focuses on "African Americans and the Arts".

[Black History Month.pdf](#)

***8. Minutes**

Suggested Action:

9. Administrative Reports

Suggested Action:

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

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

***10. Committee Reports**

***10a. Advisory Planning Board Report #2024-01 - (Municipal Building Feasibility Study)**

Suggested Action:

It is recommended that the City Council accept this report. This item will appear later in the agenda for discussion.

[APB Report 2024-01_Municipal Building Feasibility Study_FINAL.pdf](#)

III. LEGISLATION

IV. OTHER BUSINESS 90 minutes (8:15 - 9:45 pm)

11. FY2023 City Annual Audit Presentation

Suggested Action:

The City Manager, the City Treasurer, and the Finance Manger recommends Council accepts the FY 2023 audited financial statements as prepared by the Mitchell Titus auditing firm. Mitchell Titus will be in person to present a summary of procedures and findings related to the audited financial statement for fiscal year ending June 30, 2023, which covers the period of July 1, 2022 through June 30, 2023.

Mitchell Titus has worked with City staff for several months to receive and review a host of financial information needed to conduct the annual audit for FY2023—for the first time. A short presentation is being prepared to highlight the summary of audit results, required communications and other matters and information about the core Mitchel Titus audit team.

Council acceptance is requested.

[City_of_Greenbelt_AR_AUDITPresentation.pdf](#)

12. Contract for Broadband Feasibility Study

Suggested Action:

Reference: Council Feasibility Study proposal

Contract Greenbelt MCP Broadband Study Final

The City has considered the possibility of building a broadband fiber network to provide internet service to citizens and to facilitate City initiatives. A major part of the due diligence process is to determine if the project would be feasible and financially supported. The City issued a Request for Proposal (RFP) for a feasibility study for a broadband fiber network. That RFP resulted in four proposals being submitted. This study will determine the financial feasibility of building a broadband fiber network in Greenbelt. It will survey residents to determine revenue projections and compare with cost and maintenance projections. The results of this survey will help the City determine if moving forward with construction is financially viable and will provide a cost framework that the City will incur. The pricing of the proposals ranged from \$27,000 to \$445,000.

Staff is recommending the proposal from Mission Critical Partners with a cost of \$114,597.

[Council Feasibility Study proposal.pdf](#)

13. ARPA Status Update

Suggested Action:

Tim George, Assistant City Manager, will provide a status update on all the ARPA projects.

[ARPA Grant Programs Update 1-19-2024 v2.pdf](#)

14. Approval of Contract for the 2024 July 4th Fireworks Display/Show

Suggested Action:

Reference: Memorandum - B. Kim - 01/08/24

Innovative Pyrotechnic Concepts, LLC. Proposal

In an effort to finalize preparation and contracts for the 2024 July 4th fireworks celebrations, Innovative Pyrotechnic Concepts, LLC. (IPC) submitted a proposal to provide all required permits, staging, labor, materials, and equipment. Similar to that of years past, IPC has included within the scope of the show an opening barrage, main body, and grand finale inclusive of three (3) pontoons placed on the lake.

Staff recommends Council approve the purchase of fireworks for July 4th celebration to Innovative Pyrotechnic Concepts, LLC. of 12667 Grosstown Road, Hughesville, MD 20637, for a total project cost of \$20,000.00

[Memorandum - B. Kim - 01/08/24.pdf](#)

[Innovative Pyrotechnic Concepts, LLC. Proposal .pdf](#)

15. Oil Recycling Relocation Recommendation

Suggested Action:

Reference: Memorandum - K. Carpenter-Driscoll - 01/19/24

City of Greenbelt HHW and Sanitizer Drums Nov. 2023

Republic Services Invoice - 11/20/23

Tub Grinder Data

Recycling Center Solutions

Over the last several years, DPW staff has experienced difficulties with illegal dumping at the three City-owned recycling sites; Buddy Attick Residential Recycling Center, Greenbelt East Recycling Center, and the Northway compost and millings piles. Responding to these illegal activities has cost the City thousands of dollars in staff time and contracted services to properly dispose of construction debris, hazardous household materials, and other illegally disposed items. In order to prevent future illegal dumping, DPW staff is presenting potential solutions for each site for Council to consider as viable solutions that staff will investigate further.

Staff recommends Council consider the presented proposed solutions and direct staff accordingly.

[Memorandum - K. Carpenter-Driscoll - 01/19/24.pdf](#)
[City of Greenbelt HHW and Sanitizer Drums Nov 2023.pdf](#)
[Republic Services Invoice 11.20.23.pdf](#)
[Tub_Grinder_Data.pdf](#)
[Recycling Center Solutions.pdf](#)

16. M-NCPPC Special Exception Referral for LOL Childcare Station, 6250 Greenbelt Road (SPE-2022-012)

Suggested Action:

Maryland-National Capital Park and Planning Commission (M-NCPPC), Prince George's County Planning Department, referred Special Exception application SPE-2022-012 to the City for review and comment. The Special Exception for LOL Childcare Station would allow the use of a day care center for children within an existing shopping center (Beltway Plaza). APB voted to support the Special Exception, with conditions, at its January 17, 2024, meeting. Staff recommends Council transmit a letter of support, with conditions, to the Prince George's County Planning Board by February 5, 2024, in advance of the scheduled Planning Board hearing on March 7, 2024.

[Attachment A - Statement of Justification.pdf](#)
[Attachment B - Site Plan, Sheet 1.pdf](#)
[Attachment C - Site Plan, Sheet 2.pdf](#)
[City Council_Staff memo SPE-2022-012 LOL Childcare Station_FINAL.pdf](#)
[Draft_SPE-2022-012__LOL_Childcare_Station_City_of_Greenbelt_letter_to_PGPB_1-18-2024_V2.pdf](#)
[SPE-2022-012_LOL_Childcare_CC__PowerPoint.pdf](#)

17. Council Discussion on Legislation Bills and Testimony

Suggested Action:

Mayor Jordan requested this item be added to the agenda.

Background:

In the dynamic landscape of state and county legislatures, numerous bills are continually introduced that have direct implications for the City of Greenbelt and its residents. Historically, the council has recognized the necessity of actively participating in the legislative process to ensure that the city's interests are

adequately represented and protected. Mayor Jordan's request stems from a persistent need for a systematic and proactive approach to legislative engagement that aligns with the city's strategic goals and the welfare of its citizens.

Necessity for Legislative Tracking and Outreach: The city's current capacity to monitor legislative developments and engage with policymakers at the state and county levels should be discussed, specifically how to track bills, analyze their impact, and establish communication channels with relevant legislative bodies.

Advocating for Greenbelt's Interests: How should Council deliberate on bills and their impact on residents to effectively comment, support or oppose legislation that affects the city and its residents? The focus is on developing a framework that allows for timely and authoritative responses to legislative activities, ensuring that Greenbelt's voice is heard on matters that affect our community.

Coordination of City Responses: Considering the fast-paced nature of legislative sessions, the council should discuss strategies to streamline the decision-making process for city responses to pending legislation. The goal is to maintain agility in our advocacy efforts without being constrained by Council's meeting schedule.

Proposal for Legislative Consulting Services: The City Manager is pursuing proposals from consulting firms specializing in legislative advocacy. The objective is to enhance the city's capacity to influence legislative outcomes in favor of our legislative priorities and the interests of our residents.

18. Approval of Agenda for Council Retreat on January 27, 2024

Suggested Action:

Included in Council packet is a copy of the draft agenda for the Council's Retreat for Saturday, January 27th, 2024.

Staff recommends that the Council approval the agenda as presented.

[Greenbelt Council Retreat Agenda January 27 2024.pdf](#)

19. Discussion on Scheduling Work Session for a Citizen Presentation(s) Regarding Municipal Building

Suggested Action:

Council will discuss the Advisory Planning Board's report (Municipal Building Feasibility Study).

[APB Report 2024-01_Municipal Building Feasibility Study_FINAL.pdf](#)
[2024.01.19_Rethinking the Municipal Building.pdf](#)

20. Authorize City Manager to purchase 2023 Chevy Bolt

Suggested Action:

Reference: Memorandum - B. Townsend - 01/19/24

Tony Rhodes Sport Chevrolet Co Inc. Invoice

On Monday, January 8th, Greenbelt Council approved the purchase one, 2024 Chevrolet Bolt EV per the Montgomery County Contract price from Hertrich Fleet Services for \$28,114. On Tuesday, January 9th when placing the order staff was notified that all remaining Bolt's at Hertrich were sold and would not be able to honor the order.

After extensive research staff has found an on the lot Bolt EV LT2 for \$32,199.00 piggybacking on the State of Maryland contract, BPO 001B3600369 from Sport Chevrolet. This vehicle also qualifies for the MEA Grant funds that has a reimbursement of \$7,500. See attached pricing from Sport Chevrolet.

Staff recommends Council approve the following purchase:

- One, 2023 Chevrolet Bolt per Maryland State bid BPO 001B3600369 from Sport Chevrolet Co Inc., 3101 Automobile Blvd., Silver Spring, MD 20904 at the price of \$32,199.00

[Memorandum - B. Townsend - 01/19/24.pdf](#)

[Tony Rhodes Sport Chevrolet Co Inc. Invoice.pdf](#)

21. Council Activities

22. Council Reports

*23. Meetings

[meetings.pdf](#)

*24. Stakeholder List

[Stakeholder Schedule.pdf](#)

*25. Approval of Agenda for the Four Cities Coalition Meeting on January 25, 2024

Suggested Action:

Approval of this item on the consent agenda will indicate Council's intent to approve the City of Greenbelt agenda items for the Thursday, January 25th, 2024, Four Cities Coalition Meeting.

[Four Cities Agenda 012524.pdf](#)

*26. Appointment to Advisory Board

Suggested Action:

Reference: Application and Code of Conduct

The City Council interviewed Bukola Pinheiro on February 7, 2022 and Carol Malveaux on October 23, 2023 for the Park and Recreation Advisory Board (PRAB).

Approval of this item on the consent agenda will indicate Council's intent to appoint both to the Park and Recreation Advisory Board.

City Council Agenda Item Report

Meeting Date: January 22, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Special Meeting Item

Agenda Section: ORGANIZATION 15 minutes (7:30 - 7:45 pm)

Subject:

Meditation and Pledge of allegiance to the Flag

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: January 22, 2024

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: COMMUNICATIONS

Agenda Section: COMMUNICATIONS 30 minutes (7:45 - 8:15 pm)

Subject:

Black History Month Proclamation

Suggested Action:

Since 1976, every American president has designated February as Black History Month and endorsed a specific theme. The 2024 Black History Month's theme focuses on "African Americans and the Arts".

Attachments:

[Black History Month.pdf](#)

PROCLAMATION

WHEREAS, *Black History Month is observed in February of each year and affords a special opportunity to become more knowledgeable about the heritage of African-Americans, and to honor African-Americans who have contributed to the progress of our nation; and*

WHEREAS, *during Black History Month, we celebrate the many achievements and contributions made by African-Americans to our economic, cultural, spiritual, and political development; and*

WHEREAS, *the Association for the Study of African American Life and History, founded by Carter G. Woodson in 1915, selects a theme each year for the observation of Black History Month; and*

WHEREAS, *this year, the 2024 theme is “African Americans and the Arts”, which infused the African, Caribbean, and Black American lived experiences; and*

WHEREAS, *the Greenbelt Black History and Cultural Committee observes and honors Black History Month and encourages educators, students, and families to learn about the heritage and achievements of African-Americans through programs and activities; and*

WHEREAS, *the strength of Greenbelt is diverse people living together in a spirit of cooperation and celebrates all people. By sharing together, all are enriched; and*

NOW, THEREFORE, I, Emmett V. Jordan, hereby proclaim the month of February 2024, as

BLACK HISTORY MONTH

in the City of Greenbelt and urge residents to join together in the celebration by participating in the wide variety of events held in Greenbelt and throughout the Metropolitan Washington DC area.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Greenbelt, Maryland, to be affixed this 22nd day of January 2024.

EMMETT V. JORDAN, Mayor

City Council Agenda Item Report

Meeting Date: January 22, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Meeting Minutes

Agenda Section: COMMUNICATIONS 30 minutes (7:45 - 8:15 pm)

Subject:

Minutes

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: January 22, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Board and Committee Reports

Agenda Section: COMMUNICATIONS 30 minutes (7:45 - 8:15 pm)

Subject:

Advisory Planning Board Report #2024-01 - (Municipal Building Feasibility Study)

Suggested Action:

It is recommended that the City Council accept this report. This item will appear later in the agenda for discussion.

Attachments:

[APB Report 2024-01_Municipal Building Feasibility Study_FINAL.pdf](#)

ADVISORY PLANNING BOARD**REPORT NO. 2024-01****REPORT TO COUNCIL****Date: 1/18/2024****SUBJECT: Municipal Building Feasibility Study****BACKGROUND:**

On January 17, 2022, the Advisory Planning Board (APB/Board) received a presentation from David Whaples and Board Member Isabelle Gournay entitled, “A City Hall for 21st Century Greenbelt.” Both Ms. Gournay and Mr. Whaples are Greenbelt residents and have backgrounds in architecture; Ms. Gournay is currently vice-chair of the APB.

Ms. Gournay and Mr. Whaples created the presentation in response to the City’s ongoing Municipal Building Feasibility Study, in which they call for “a holistic and mindful process to select the location and define the design Greenbelt’s city hall.” During the presentation and resulting discussion, Mr. Whaples and Ms. Gournay provided an overview of historical benchmarks, several strategies and options for spatial requirements, a proposed process for site selection, a preferred location, and proposed details and key priorities for a new Council chamber. As an example of the proposed process, several sites were analyzed: the current Municipal Building location, the Greenbelt Volunteer Fire Department building, the Armory site on Greenbelt Rd. and Southway, and the vacant area behind the *Mother & Child* statue in Roosevelt Center. Based on the analysis provided under the proposed methodology, the presentation determined the site in Roosevelt Center to be the preferred location.

ANALYSIS:

In the resulting discussion, Mr. Whaples and Ms. Gournay made clear that their presentation is meant to advocate for improvements and expansion of the current Feasibility Study to incorporate a more varied set of strategies from which to identify the preferred spatial organization and site selection. In addition, they advocated for more structured and expert input from members of the community that would inform the final decision and lead to a municipal center that reflects the unique character of Greenbelt.

Board members expressed support for the content of the presentation and acknowledged the importance of incorporating more community input into the process. Several ideas were discussed, including engaging a task force of community and subject-matter experts to develop the site selection strategy and design plans, deploying a community-wide survey to garner input, and ensuring the incorporation of the current feasibility study work completed to date.

RECOMMENDATION:

In consideration of the presentation provided by Mr. Whaples and Ms. Gournay, the ongoing feasibility study work to date, and the resulting discussion during the APB meeting on January 17, 2024, the Board voted 4-0 (with three absences) to recommend to Council that the City establish a public process to determine the scope and location of the potential municipal building, facilitate community input, and incorporate the planning process to date.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'BF', is written over the printed name.

Benjamin Friedman
Chair

City Council Agenda Item Report

Meeting Date: January 22, 2024

Submitted by: Bonita Anderson

Submitting Department: Finance

Item Type: Presentations

Agenda Section: OTHER BUSINESS 90 minutes (8:15 - 9:45 pm)

Subject:

FY2023 City Annual Audit Presentation

Suggested Action:

The City Manager, the City Treasurer, and the Finance Manger recommends Council accepts the FY 2023 audited financial statements as prepared by the Mitchell Titus auditing firm. Mitchell Titus will be in person to present a summary of procedures and findings related to the audited financial statement for fiscal year ending June 30, 2023, which covers the period of July 1, 2022 through June 30, 2023.

Mitchell Titus has worked with City staff for several months to receive and review a host of financial information needed to conduct the annual audit for FY2023—for the first time. A short presentation is being prepared to highlight the summary of audit results, required communications and other matters and information about the core Mitchel Titus audit team.

Council acceptance is requested.

Attachments:

[City_of_Greenbelt_AR_AUDITPresentation.pdf](#)



City of Greenbelt, Maryland 2023 audit results

Presentation to the Mayor and Members of the City Council

January 22, 2024



January 22, 2024

Mayor and Members of the City Council
City of Greenbelt, Maryland

Dear Mayor and Members of the City Council,

We have audited the basic financial statements of the City of Greenbelt, Maryland (the City) as of and for the year ended June 30, 2023. Professional standards require that we advise you of audit matters that are, in our professional judgment, significant and relevant to those charged with governance in overseeing the financial reporting process. This communication is intended to provide you with these required communications as well as other findings and information regarding our audit.

This communication is intended solely for the information and use of the Council members and management of the City, and is not intended to be, and should not be, used by anyone other than these specified parties.

We are pleased to work with you and the City and appreciate the opportunity to present our audit findings to you. Should you have any questions or are interested in further discussing matters reflected in our presentation or other items pertaining to the audit, please contact Daniel Kenney, Engagement Partner, at 202 466-0169.

Very truly yours,

Mitchell Titus, LLP

200 East Pratt Street
Baltimore, MD 21202
T +1 410 385 5200
F +1 410 385 5201
mitchelltitus.com

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Audit highlights

An overview

Scope of services summary:

- Express opinions on, and report to the City of Greenbelt, Maryland (the City), the results of our audit of the governmental activities, each major fund, and the aggregate remaining fund information of the City, as of and for the year ended June 30, 2023, and the related notes to the basic financial statements, which collectively comprise the City's basic financial statements, in accordance with accounting principles generally accepted in the United States of America.

Engagement status:

- The 2023 basic financial statement audit has been completed and we issued unmodified opinions on the basic financial statements.

Comments on the City's internal controls:

- We considered internal controls for the purpose of determining our audit procedures but not to express an opinion on internal controls. We did not identify any deficiencies in internal controls that we consider to be significant deficiencies or material weaknesses.

Nonattest services:

- We have prepared the basic financial statements of the City in conformity with U.S. GAAP based upon information provided by the City; however, we did not assume management's responsibilities on behalf of the City regarding those services.

Audit highlights *(continued)*

Our audit approach was based on the following phases:

- **Planning** — We established our understanding of management's audit needs, expectations and service delivery requirements, including communication protocols, to help us define the scope of our services.
- **Strategy and risk assessment** — We gained an understanding of the current and emerging developments that may affect your business risks and internal control environment, as well as financial reporting requirements. Our goal was to identify business risks and to link those risks to financial statement implications. We documented our understanding over the City's significant financial processes using narratives and confirmed our understanding of the processes by performing walkthroughs.
- **Execution of a customized approach** — Our approach to performing the audit was collaborative. We believe that leading practices in conducting an efficient and effective audit result from management's active participation in the audit planning process. The insights gained through our risk assessment procedures enabled us to establish customized procedures based on your significant accounts, disclosures and classes of transactions, as well as our assessment of risk of error or fraud. Our procedures included tests of internal controls, substantive tests of details of significant account balances and transactions and analytical procedures.
- **Continuous communication** — We worked hard to provide frequent, transparent communication regarding the planned effort, scope and any audit findings, making every possible effort to avoid surprises. Our reporting to management was based on the requirements of your financial calendar and the financial statement close process.
- **Conclusion and reporting** — The conclusion of our audit consists of the quality control procedures that we have instituted before issuing the basic financial statements and the related independent auditor's report. We worked with you to produce the basic financial statements so that they were issued by the mutually agreed-upon date. Upon completion of the audit, we issued our opinion on the City's basic financial statements. This document provides the formal required communications to management and the Members of the City Council.

Core team members

Name	Title	Phone	Email
Daniel Kenney	Engagement Partner	202 466 0169	DKenney@mitchelltitus.com
Paul Geraty	Concurring Reviewer	202 466 0171	PGeraty@mitchelltitus.com
Tiwa Turton	Manager	202 466 0177	TTurton@mitchelltitus.com
Lisa Conti-Bacon	Supervisor	912 308 8744	LConti-Bacon@mitchelltitus.com
Kristina Pasteur	Staff	202 466 0167	KPasteur@mitchelltitus.com

Summary of audit results

Critical accounting policies, estimates and areas of audit emphasis Basic financial statement accounts and disclosures

Financial statement account or area of emphasis	Summary of procedures and findings
Revenue recognition	We confirmed revenue and performed analytical procedures over revenue. No revenue recognition issues were identified.
Cash and investments	We confirmed cash and investments with the financial institutions and tested internal controls over bank reconciliations. We tested investment income and reviewed disclosures in accordance with Governmental Accounting Standard Board (GASB) Statement No. 40. No exceptions were identified.
Accounts receivable	We tested individually significant accounts receivable balances and confirmed certain receivable balances, as applicable. No exceptions were identified.

Summary of audit results *(continued)*

Critical accounting policies, estimates and areas of audit emphasis Basic financial statement accounts and disclosures *(continued)*

Financial statement account or area of emphasis	Summary of procedures and findings
Capital assets and depreciation expense	We performed substantive audit procedures surrounding capital assets, including detail testing of significant additions during the year, recalculating depreciation expense, and performed analytical procedures over account balances. No exceptions were identified.
Accounts payable, accrued expenses and related expenditures/expenses	We tested the City's internal controls over the cash disbursements process. We also performed substantive tests of details and performed a search for unrecorded liabilities. No exceptions were identified.
Accrued wages and related payroll expenditures/expenses	We tested the City's internal controls over the payroll process. We also recalculated accrued wages. No exceptions were identified.
Unearned revenue/deferred inflow of resources	We recalculated the City's unearned revenue/deferred inflow of resources balances by confirming or tracing cash received during the year to bank statements, testing revenue earned during the year and cash collected shortly after year-end. No exceptions were identified.

Summary of audit results *(continued)*

Critical accounting policies, estimates and areas of audit emphasis Basic financial statement accounts and disclosures *(continued)*

Financial statement account or area of emphasis	Summary of procedures and findings
Long-term liabilities	We confirmed loan and bond outstanding balances, activity and terms with the financial institutions; and recalculated the City's compensated absence liability, using employee leave balances and wages, and applicable leave policies. No exceptions were identified.
Pension and OPEB liability and related deferred inflows/outflows and pension/OPEB expense	We obtained and reviewed the actuarial report information and agreed amounts recorded by the City to that report and determined that amounts recorded, and disclosures made, were in accordance with GASB Statement No. 68, 74 and 75. No exceptions were identified.
Net position/fund balance	We rolled forward net position/fund balance from the prior year, recalculated the components of net position and fund balance, and traced each component to supporting documentation, as applicable. No exceptions were identified.

Required communications and other matters

Communication topic	Team response
Planned scope and timing of the audit The auditor is required to communicate with those charged with governance an overview of the planned scope and timing of the audit.	We conducted our audit consistent with the planned scope and timing previously communicated to you.
Compliance with all ethics requirements regarding independence	The engagement team, others in our firm, as appropriate, and our firm have complied with all relevant ethical requirements regarding independence.
Qualitative aspects of the entity's significant accounting practices Significant accounting policies Management has the responsibility to select and use appropriate accounting policies.	A summary of the significant accounting policies adopted by the City is included in Note 1 to the basic financial statements. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Required communications and other matters *(continued)*

Communication topic	Team response
Qualitative aspects of the entity's significant accounting practices <i>(continued)</i> Significant accounting estimates Accounting estimates are an integral part of the basic financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the basic financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.	Other than Pension and OPEB obligations, no significant accounting estimates were identified.
Financial statement disclosures Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users.	Certain accounting estimates are particularly sensitive because of their significance to the basic financial statements and their susceptibility to change. As described above, there were no key or sensitive accounting estimates affecting the basic financial statements.
Identified or suspected fraud	We did not identify any actual or suspected instances of fraud.

Required communications and other matters *(continued)*

Communication topic	Team response
Significant difficulties encountered during the audit	We encountered no significant difficulties in dealing with management during the performance of the audit.
Uncorrected and corrected misstatements Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the basic financial statements as a whole.	There are adjusting journal entries and GASB journal entries while assisting in the preparation of the City's financial statements, which were provided to and agreed to by the management. There were no passed adjustments.
Qualitative aspects of accounting practices ▪ Significant unusual transactions	No matters have come to our attention that would require us to inform you about the methods used for significant unusual transactions.

Required communications and other matters *(continued)*

Communication topic	Team response
Disagreements with management For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the the Library's basic financial statements or the auditor's report.	No such disagreements arose during the course of the audit.
Representations requested from management	We obtained a signed representation letter from management. A copy of this letter can be obtained from the City's management.
Management's consultations with other accountants In some cases, management may decide to consult with other accountants about auditing and accounting matters.	Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.
Other significant matters, findings or issues	In the normal course of our professional association with the City, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition impacting our retention as the City's auditors.

Required communications and other matters *(continued)*

Communication topic	Team response
Noncompliance with laws and regulations	We did not identify any matters involving noncompliance with laws and regulations that came to our attention during the course of the audit.
Other information in documents containing audited basic financial statements	Pursuant to professional standards, our responsibility as auditors for other information in documents containing the City's audited basic financial statements did not extend beyond the financial information identified in the audit report, and we were not required to perform any procedures to corroborate such other information. We reviewed the unaudited Required Supplementary Information, noting that information was consistent with that reflected in the audited basic financial statements.
Substantial doubt on the entity's ability to continue as a going concern	Management noted no events or conditions that would indicate substantial doubt on the entity's ability to continue as a going concern for one year from when the basic financial statements will be issued or are available to be issued, as appropriate. We concur with management's assessment.

Appendix – About Mitchell Titus

About Mitchell Titus

...Achieving excellence together

- As the largest minority-controlled accounting firm in the U.S., Mitchell Titus provides assurance, tax and advisory services to Fortune 1000 organizations, financial service firms, not-for-profit organizations, real estate entities, government and public sector entities and middle-market companies. Our inclusive culture and diverse talent bring unique and varied points of view and innovative ideas that enhance business outcomes for our clients. Mitchell Titus' mission is to be recognized for quality, integrity and value and for the continued commitment to our people and the communities in which they serve.
- For over 49 years, our deep commitment to excellence and to a collaborative approach have provided clients with high-touch service and quality solutions across many key industries. Mitchell Titus brings extensive knowledge to our clients through a well-trained, diverse and experienced staff.

Office locations

New York	Illinois
80 Pine Street, 32nd Floor New York, NY 10005	141 West Jackson Blvd., Suite 2030 Chicago, IL 60604
Pennsylvania	Washington, DC
2000 Market Street, Suite 620 Philadelphia, PA 19103	1625 K Street, NW, Suite 775 Washington, DC 20006
New Jersey	Maryland
One Gateway Center, Suite 2600 Newark, NJ 07102	200 East Pratt Street, Suite 4100 Baltimore, MD 21202

Public Sector Market Group

Mitchell Titus has built a strong and active practice performing accounting, auditing, financial control and financial compliance support services for clients in the federal, state and local government arenas. Our Government and Public Sector Market Group provides audit and accounting services to many government entities annually, much of which are conducted in accordance with *Generally Accepted Government Auditing Standards*. These engagements require an extensive knowledge of legislative and accounting requirements for Federal, state and local government entities.

While a significant amount of our work involves financial statement audits and single audits, we also provide a broad range of audit-related services to public sector clients. Included among our clients are federal, state, and local governments, their departments, special districts and authorities.

The value of Mitchell Titus

- ***Focused government experience*** — Governmental organizations select Mitchell Titus because of our significant industry experience and focus on providing exceptional client service. This market leadership, combined with our understanding of the intricacies of auditing these organizations, means that we can address your present needs and anticipate changes that may impact you in the future.
- ***Responsive team, ready to hit the ground running*** — We know that a responsive team is important to the Library. The Mitchell Titus team selected to serve you consists of top performers who have a solid track record of serving their clients with passion and excellence. We offer an excellent service delivery approach and a commitment to providing high-quality service to the Library.
- ***Industry thought leadership*** — Our insights and perspectives, together with the thought leadership we offer our clients, differentiate Mitchell Titus from other professional service firms in the marketplace. We bring timely and consistent thought leadership for exempt organizations and will be committed to delivering relevant ideas, leading practices and industry knowledge to the Library.

About Mitchell Titus

Mitchell & Titus, LLP is the largest minority-controlled accounting firm offering Assurance, Tax and Advisory services in the US.

Our inclusive environment and diverse talent result in creative thinking and innovative approaches for our clients. Mitchell Titus' tenured team of quality and seasoned professionals bring varied insight to every engagement.

For more information about our organization, please visit **mitchelltitus.com**.

City Council Agenda Item Report

Meeting Date: January 22, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS 90 minutes (8:15 - 9:45 pm)

Subject:

Contract for Broadband Feasibility Study

Suggested Action:

Reference: Council Feasibility Study proposal

Contract Greenbelt MCP Broadband Study Final

The City has considered the possibility of building a broadband fiber network to provide internet service to citizens and to facilitate City initiatives. A major part of the due diligence process is to determine if the project would be feasible and financially supported. The City issued a Request for Proposal (RFP) for a feasibility study for a broadband fiber network. That RFP resulted in four proposals being submitted. This study will determine the financial feasibility of building a broadband fiber network in Greenbelt. It will survey residents to determine revenue projections and compare with cost and maintenance projections. The results of this survey will help the City determine if moving forward with construction is financially viable and will provide a cost framework that the City will incur. The pricing of the proposals ranged from \$27,000 to \$445,000.

Staff is recommending the proposal from Mission Critical Partners with a cost of \$114,597.

Attachments:

[Council Feasibility Study proposal.pdf](#)

[Contract_GreenbeltMD_MCP_Broadband Study Final.pdf](#)

City of Greenbelt

Date: 1/16/24
To: Josue Salmeron, Council
From: Dale Worley
Re: Broadband Feasibility Study

The City has considered the possibility of building a broadband fiber network to provide internet service to citizens and to facilitate City initiatives. A major part of the due diligence process is to determine if the project would be feasible and financially supported. The City issued a Request for Proposal (RFP) for a feasibility study for a broadband fiber network. That RFP resulted in four proposals being submitted. This study will determine the financial feasibility of building a broadband fiber network in Greenbelt. It will survey residents to determine revenue projections and compare with cost and maintenance projections. The results of this survey will help the City determine if moving forward with construction is financially viable and will provide a cost framework that the City will incur. The pricing of the proposals ranged from \$27,000 to \$445,000. Staff is recommending the proposal from Mission Critical Partners with a cost of \$114,597.

STANDARD CONTRACT FORM

THIS AGREEMENT, made this ____ day of *January, 2024*, by and between the **CITY OF GREENBELT**, a municipal corporation organized under the laws of Maryland, hereinafter referred to as the "**CITY**", and Mission Critical Partners, LLC, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH

WHEREAS, the City desires the Contractor to provide consulting support for a Broadband Feasibility Study.

WHEREAS, the City desires to employ the services of the Contractor in connection with the aforementioned service under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and promises set forth, the parties hereto agree as follows:

1. **SCOPE OF WORK.** The Contractor agrees to perform the work described and be bound by the terms and conditions set forth in the City of Greenbelt Broadband Feasibility Study Request For Proposal, hereto attached and made a part hereof and identified as Exhibit "A" and in the CONTRACTOR'S proposal dated September 14, 2023, hereto attached a made a part hereof and identified as Exhibit "B". In the event any terms of the attached exhibits conflict with this Agreement, this Agreement shall prevail over the aforementioned exhibits. In the event the terms of Exhibit "B" conflict with Exhibit "A", then Exhibit "A" shall prevail over Exhibit "B".

The Contractor shall perform the services described in this Agreement (a) in a timely, diligent and professional manner in accordance with recognized standards of the applicable industry or profession, and; (b) in accordance with the time periods set forth in this Agreement and in the schedule and sequencing specified by the City. Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to ensure that such services being performed under this Agreement are completed in the best way and in the most expeditious and economical manner consistent with the City's best interests.

2. **REVIEW BY CITY.** The Contractor agrees that the work and records covered by this Agreement will be subject to review, at all times, by representatives of the City.

3. **OWNERSHIP RIGHTS.** All finished or unfinished documents, data, studies, surveys, drawings, CADD drawings, maps, models, photographs, letters and reports prepared by the Contractor or its subcontractors shall become the property of the City.

4. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees

are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. INDEMNIFICATION. The Contractor agrees to indemnify and save harmless the City against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the Contractor, its subcontractors, servants, agents or employees incurred in the performance of the Agreement.

6. TIME OF THE ESSENCE. The Contractor acknowledges that time is of the essence in providing the services under this Agreement and agrees to assign adequate personnel sufficient to respond to requests for service.

7. CONTRACT TERM. This Agreement shall be effective upon execution of the contract and shall continue through June 30, 2025, with possible renewal options, subject to the annual review of the City Treasurer, the satisfactory performance of the Offeror, the concurrence of the Greenbelt City Council and the annual availability of an appropriation.

8. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid on a pro-rata basis for work performed prior to the effective date of such termination.

9. TERMINATION FOR CAUSE. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid an amount based on the number of hours actually worked at the hourly rates set forth herein, or if no hourly rate is set forth, Contractor shall be paid on a pro-rata basis for work performed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments due the

Contractor up to the full amount of the Contractor's fee, until such a time as the exact amount of damages due the City from the Contractor is determined by any Court of competent jurisdiction.

10. **COMPLIANCE WITH LAWS.** The Contractor shall observe and comply with Federal, State, County and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the City harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor or the Contractor's agent. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance and/or regulation, the Contractor will so advise the City and the City will decide which law, ordinance and/or regulation shall be followed.

11. **SUBCONTRACTS.** None of the services covered by this Agreement shall be subcontracted without the prior written consent of the City. The Contractor will require all subcontractors to have in effect at all times insurance coverage as required by the City in Exhibit "A" for negligent acts, errors, and omissions of subcontractors and their employees and the City shall be named as an insured party.

12. **ASSIGNMENT.** The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

13. **INSURANCE.** The Contractor shall carry \$1,000,000.00 Liability coverage and shall provide to the City a certificate evidencing the same.

14. **CONFLICTS OF INTEREST.** The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

15. **DISPUTES.** Except as otherwise provided in this agreement, any dispute concerning a question of fact arising out of this agreement which is not disposed of by agreement, shall be decided in accordance with the City's Purchasing Procedures as set forth in Chapter 2 of the Greenbelt City Code.

16. **GOVERNING LAW.** This Agreement is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Montgomery County, Maryland.

17. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding and inure to the benefit of all successors and assigns of the parties hereto. Notwithstanding the foregoing, this Agreement shall be considered a personal services contract and the Contractor shall not assign any right or obligation under this Agreement without the City's express written consent which may be withheld in the City's sole and absolute discretion.

18. **INDEPENDENT CONTRACTOR.** The Contractor shall perform this Agreement as an independent contractor and shall not be considered an agent of the City, nor shall any of the Contractor's employees or agents be subagents of the City.

19. **COMPENSATION.** The Contractor shall provide to the City the services described in the amount not to exceed One hundred and Fourteen Thousand and Five Hundred and Ninety-Seven dollars (\$114,597.00). In the event the labor hours and expenses exceed this amount the Contractor shall complete the tasks with no additional compensation.

20. **INVOICING.** Invoices for payment shall include a complete description of the services rendered, personnel, hourly rates, hours and date of services. All invoices shall be submitted to the City of Greenbelt, Attn: Dale Worley, Director of Information Technology, 25 Crescent Road, Greenbelt, MD 20770. Email address: dworley@greenbeltmd.gov. Phone: 240-542-2021.

21. **MODIFICATION.** This agreement may be modified only by written instrument signed by both parties hereto.

22. **LIVABLE WAGE.** All contractors are encouraged to pay a living wage. Any vendor that has a contract(s) valued at \$50,000 or more with the City shall also be required to pay a Living Wage in accordance with State law. The contractor is responsible to check with the State Division of Labor and Industry, or other appropriate agency, to determine the appropriate wage rate. Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area.

23. **CONTRACT WORK HOURS AND SAFETY STANDARDS.** Contracts that are in excess of \$100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (CITY NAME) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work

Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

24. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT. Contracts and subgrants in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders, or regulations of the Clean Air Act and Federal Water Pollution Control Act.

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (NAME OF CITY) and understands and agrees that the (NAME OF CITY) will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (NAME OF CITY) and understands and agrees that the (NAME OF CITY) will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

25. SAM.gov REGISTRATION. The U.S. Treasury requires all contractors administering a program or providing goods and/or services to the City of Greenbelt (who will be paid using the American Rescue Plan Act (ARPA) funds), will need to have an active registration with the System for Award Management ("SAM") (<https://www.sam.gov>). Any entity with a Dunn's number must convert to a SAM's number effective April 2022. If you do not currently have a SAM.gov number, one can be issued by going to SAM.gov. to register. Contracts will not be awarded to parties listed on the government-wide exclusion in SAM.gov.

26. BYRD ANTI-LOBBYING AMENDMENT. Contractors who apply or bid for an award of \$100,000 or more shall file the required Byrd Anti-Lobbying certification attached at the end of this contract. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

27. PROCUREMENT OF RECOVERED MATERIALS. Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(a) Contractors are prohibited from obligating or expending funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to,

the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.

29. DOMESTIC PREFERENCE FOR PROCUREMENTS.

(a) As appropriate and to the extent consistent with law, Greenbelt will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

30. ENTIRE AGREEMENT. This agreement, including the exhibits attached hereto, constitutes the entire agreement between the City and the Contractor, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.

Principal Contacts (Note: name the person with the day-to-day responsibility for contracted work)

Any notice, provisions or communications required under this contract should be directed as follows:

IF FOR THE CITY OF GREENBELT:

Name: Dale Worley, Director of Information Technology

Address: 25 Crescent Road

Address: Greenbelt, MD 20770

Phone No.: 240-542-2021

Email Address: dworley@greenbeltmd.gov

City of Greenbelt

IF FOR THE CONTRACTOR NAME:

Name: Darrin Reilly, President and CEO

Address: 690 Gray's Woods Blvd.

Address: Port Matilda, PA 16870

Phone No.: 888-862-7911

Email Address: contracts@MissionCriticalPartners.com

Approving Signatures

Signatures acknowledge receipt and understanding of this agreement. Signed and agreed to on the dates indicated below: (Name City Manager or his/her designee)

ATTEST: City of Greenbelt

Approved by: _____

Josue Salmeron, City Manager

Date

City of Greenbelt

ATTEST: Mission Critical Partners, LLC

John L. Spearly, Director of Contract Administration

Approved: _____

Date

ATTACHMENT

Byrd Anti-Lobbying Certification

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: Mission Critical Partners, LLC

Street address: 690 Gray's Woods Blvd.

City, State, Zip: Port Matilda, PA 16870

CERTIFIED BY: John L. Searly

TITLE: Director of Contract Administration

(signature)

(date)

City Council Agenda Item Report

Meeting Date: January 22, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Presentations

Agenda Section: OTHER BUSINESS 90 minutes (8:15 - 9:45 pm)

Subject:

ARPA Status Update

Suggested Action:

Tim George, Assistant City Manager, will provide a status update on all the ARPA projects.

Attachments:

[ARPA Grant Programs Update 1-19-2024 v2.pdf](#)

CITY OF GREENBELT, MARYLAND

OFFICE OF THE CITY MANAGER

25 CRESCENT ROAD, GREENBELT, MD. 20770



To: Josué Salmerón
From: Tim George
Date: 1/19/2024
RE: ARPA 2023 Year End Review

I. Overall Summary

Total Allocation	\$22,889,000
Complete	\$9,458,615
Committed	\$1,943,000
Underway	\$6,551,500
Ongoing	\$3,735,000
Uncommitted	\$1,200,885
ARPA	\$1,100,631
Lost Revenue	\$100,254

After staff confirmed project costs there is now approximately \$1.2M of uncommitted funds as of 1/19/2024. The significant change comes from the removal of the GAFC Splash Pad from the project list. While this project remains a City priority, the revised project costs of \$1.6M are well beyond the ARPA allocation and supplemental funding will need to be acquired to pursue this project. These funds can be added to the reprogrammable for ARPA projects (\$1.1M) or Lost Revenue projects (\$100.3K). Note the Variable Message Boards came in under budget and returned \$25K to the LR column.

The table below presents a summary of the status of ARPA reallocation projects. In each table, the original allocated amount is shown and the actual committed amount. For the Grants Program table, the number of residents/businesses funded is also shown. The full ARPA table (next page) also shows the project status.

Reallocation Projects	Original Allocation	Expected Allocation	Status
Dog park water station	\$120,000	\$120,000	Under development
Refuse packer	\$318,000	\$318,000	Under development
HR HRIS	\$85,000	\$85,000	Committed
Police vehicles (5)	\$330,000	\$330,000	Committed
Variable Message Boards (2)	\$75,000	\$50,000	Committed
Portable radios (half of request)	\$262,500	\$262,500	Committed
LPR Camera network	\$100,000	\$100,000	Seeking quotes
Dance studio floor	\$100,000	\$100,000	Under development

City Council Agenda Item Report

Meeting Date: January 22, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS 90 minutes (8:15 - 9:45 pm)

Subject:

Approval of Contract for the 2024 July 4th Fireworks Display/Show

Suggested Action:

Reference: Memorandum - B. Kim - 01/08/24

Innovative Pyrotechnic Concepts, LLC. Proposal

In an effort to finalize preparation and contracts for the 2024 July 4th fireworks celebrations, Innovative Pyrotechnic Concepts, LLC. (IPC) submitted a proposal to provide all required permits, staging, labor, materials, and equipment. Similar to that of years past, IPC has included within the scope of the show an opening barrage, main body, and grand finale inclusive of three (3) pontoons placed on the lake.

Staff recommends Council approve the purchase of fireworks for July 4th celebration to Innovative Pyrotechnic Concepts, LLC. of 12667 Grosstown Road, Hughesville, MD 20637, for a total project cost of \$20,000.00

Attachments:

[Memorandum - B. Kim - 01/08/24.pdf](#)

[Innovative Pyrotechnic Concepts, LLC. Proposal .pdf](#)



Date: 08-January-2024

To: Mr. Josué Salmerón, City Manager

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

Re: **July 4th Celebration - Fireworks**

SUBJ.: **Award to Provide Fireworks – Innovative Pyrotechnic Concepts, LLC. (IPC)**

Summary:

In an effort to finalize July 4th fireworks celebrations, Innovative Pyrotechnic Concepts, LLC. (IPC) submitted a proposal to provide all required permits, staging, labor, material and equipment. Similar to that of years past, IPC has included within the scope of the show an opening barrage, main body, and grand finale inclusive of three (3) pontoons placed on the lake.

Project Details:

Similar to that of years past, IPC has included within the scope, a show approximately twenty minutes long. The fireworks are broken down into three main sections to include an opening barrage, main body, and grand finale inclusive of three (3) pontoons placed on the lake.

Public Works has identified IPC, as best value. IPC is located in Hughesville Maryland, Charles County. IPC has worked with the City for well over fifteen years, is in good standing with the city, and is on the negotiated purchase list of approved vendors.

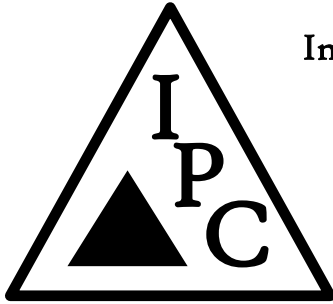
Attachments:

- < 2024 City of Greenbelt Proposal>: IPC Proposal/Contract

CONTRACTOR	PROPOSAL PRICE	NOTES
IPC	\$20,000.00	
TOTAL:	\$20,000.00	

Recommendation:

Staff recommends Council approve the purchase of fireworks for July 4th celebration to Innovative Pyrotechnic Concepts, LLC. of 12667 Grosstown Road, Hughesville, MD 20637 for a total project cost of \$20,000.00.



Innovative Pyrotechnic Concepts, L.L.C.

12667 Grosstown Road
Hughesville, MD 20637

240-372-9257

www.ipcdisplays.com

info@ipcdisplays.com

Mr. Brian Kim
Department of Public Works
City of Greenbelt
25 Crescent Run Road
Greenbelt, MD 20770

January 5, 2024

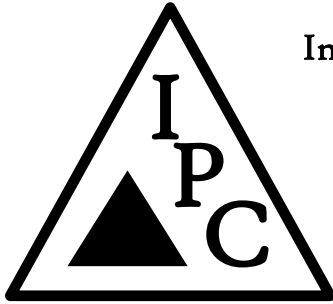
Dear Mr. Kim,

Thank you for allowing me to submit a proposal for the City of Greenbelt Independence Day fireworks display once again. Our team has enjoyed working with yourself and the rest of your department to bring the City of Greenbelt a memorable display these past several years. Our goal is to continue to exceed your expectations by providing the most spectacular aerial fireworks display possible while staying within a reasonable budget. As always, if chosen, I will be happy to attend any meetings necessary, as well as handle all the permitting processes with both Prince George's County and the State of Maryland.

Feel free to reach out to me if you have any questions regarding the proposal.

Thank you,

Timothy Jameson
President
Innovative Pyrotechnic Concepts, L.L.C.
240-372-9257
timj@ipcdisplays.com



Innovative Pyrotechnic Concepts, L.L.C.

12667 Grosstown Road
Hughesville, MD 20637

240-372-9257

www.ipcdisplays.com

info@ipcdisplays.com

City of Greenbelt Fireworks Display Overview

Product Specifications:

- Only reliable high quality fireworks produced in China and the USA will be used
- Fireworks selected for display will display a wide variety of effects and colors
- Selection includes many of our “Premium Shells” showcasing specialty effects

Display Operators:

- Lead shooter will possess a MD Shooters Licensed as required by the State of Maryland
- Lead shooter will have extensive knowledge and experience shooting professional displays
- Lead shooter will keep safety as the number one priority at all times

Safety Standards:

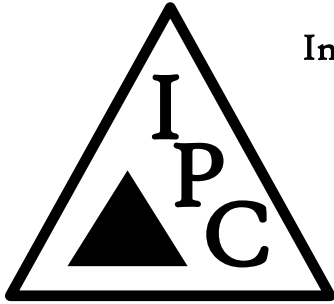
- All aspects of the display will strictly adhere to NFPA 1123: Code for Fireworks Safety
- In addition to on-site presence of the fire department, IPC will provide water fire extinguishers to be prepositioned at the site
- Personal protective equipment will be worn within the discharge area at all times during the display
- Our crew will assist in keeping unauthorized person(s) from entering the display area

Firing Method:

- Display will be electronically fired with the Starfire Digital Firing System

Site Clean-Up:

- After completion of the display, a thirty minute “cool down” period will be followed by examined for any unfired product which will be safely disposed or removed from site.
- Crew will remove all equipment and any trash and/or large debris associated with the fireworks display.



Innovative Pyrotechnic Concepts, L.L.C.

12667 Grosstown Road
Hughesville, MD 20637

240-372-9257

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info@ipcdisplays.com

**2024 City of Greenbelt Fireworks Display Show
Summary \$20,000 Budget Traditional Display**

Opening Barrage:

30 – 2.5" Assorted Color Shells
20 – 3" Assorted Color Shells
18 – 4" Assorted Color Shells
8 – 5" Assorted Color Shells
6 – 6" Assorted Color Shells
2 – 7" Assorted Color Shells

Main Body:

3 – 30 shots 1 inch Brocade with Green Strobe Pistils with Brocade Mine
3 – 30 shots 1 inch Fan Chrys. Mine to Gold Time Rain with Green Tai
3 – 30 shots 1 inch Flower with Peach Lemon Pistils with Red Strobe Mine
3 – 30 shots 1 inch Gold Strobe Mine to Laser with Silver Palm Pistils
3 – 30 shots 1 inch Time Rain Willow with Green Strobe Pistils with Crackling Mine
2 – 49 shots Fan Shape Golden Willow Tail to Golden Willow w/Time Rain
2 – 49 shots Red/Green/Blue/Lemon/Purple Crossette
3 – 49 shots Straight Red/White/Blue Go Getter
2 – 30 shots Fan Shape Silver Strobe Mine to Peach/Lemon with Silver Strobe
2 – 100 Shot Straight Green Strobe Mine Red Tail to Silver Palm Crackling
2 – 100 Shot Straight Blue Peony with Red Strobe Tail with Blue Mine

144 – 3" Assorted Color Shells
108 – 4" Assorted Color Shells
54 – 5" Assorted Color Shells
42 – 6" Assorted Color Shells
12 – 7" Assorted Color Shells

Grand Finale:

3 - 2" 100 Shot Titanium Salute w/ Colorful Tail
120 – 2.5" Assorted Color and Titanium Salute Shells w/ Tails
120 – 2.5" Titanium Salute Shells w/ Tails
120 – 3" Assorted Color Shells w/Tails
30 – 3" Titanium Salute Shells w/ Tails
64 – 4" Assorted Color Shells
10 – 5" Assorted Color Shells
8 – 6" Assorted Color Shells
2 – 7" Assorted Color Shells

Total Shell Count (2.5" – 7"): 942 Total

Multi-shot Cake Devices: 32

Additional Costs Included: \$500 for (3) Pontoons to be placed in lake for multi-shot cake devices.

City Council Agenda Item Report

Meeting Date: January 22, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS 90 minutes (8:15 - 9:45 pm)

Subject:

Oil Recycling Relocation Recommendation

Suggested Action:

Reference: Memorandum - K. Carpenter-Driscoll - 01/19/24

City of Greenbelt HHW and Sanitizer Drums Nov. 2023

Republic Services Invoice - 11/20/23

Tub Grinder Data

Recycling Center Solutions

Over the last several years, DPW staff has experienced difficulties with illegal dumping at the three City-owned recycling sites; Buddy Attick Residential Recycling Center, Greenbelt East Recycling Center, and the Northway compost and millings piles. Responding to these illegal activities has cost the City thousands of dollars in staff time and contracted services to properly dispose of construction debris, hazardous household materials, and other illegally disposed items. In order to prevent future illegal dumping, DPW staff is presenting potential solutions for each site for Council to consider as viable solutions that staff will investigate further.

Staff recommends Council consider the presented proposed solutions and direct staff accordingly.

Attachments:

[Memorandum - K. Carpenter-Driscoll - 01/19/24.pdf](#)

[City of Greenbelt HHW and Sanitizer Drums Nov 2023.pdf](#)

[Republic Services Invoice 11.20.23.pdf](#)

[Tub_Grinder_Data.pdf](#)

[Recycling Center Solutions.pdf](#)



Date: 19-January-2024

To: Mr. Josué Salmerón, City Manager

From: Kevin Carpenter-Driscoll, Environmental Coordinator

Re: **Recycling Center Management**

SUBJ.: **Proposed Solutions to Manage Illegal Dumping**

Summary:

Over the last several years, DPW staff has experienced difficulties with illegal dumping at the three City-owned recycling sites; Buddy Attick Residential Recycling Center, Greenbelt East Recycling Center, and the Northway compost and millings piles. Responding to these illegal activities has cost the City thousands of dollars in staff time and contracted services to properly dispose of construction debris, hazardous household materials, and other illegally disposed items. In order to prevent future illegal dumping, DPW staff is presenting potential solutions for each site for council to consider as viable solutions that staff will investigate further.

Project Details:

Northway Solution Options:

1. Eliminate dump site and have city staff transfer yard waste to the PG Organics Facility
2. Install gate and restrict access to City staff and permit holders
3. Continue with current service level

Greenbelt East Residential Recycling Center Solution Options:

1. Remove service site
2. Install perimeter fence and enforce hours of operation
3. Install security cameras

Buddy Attick Residential Recycling Center Solution Options:

1. Install Perimeter fence and enforce access hours
2. Security cameras
3. Move Used Oil Recycling tanks inside DPW yard and enforce access hours



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

MEMORANDUM

Attachments:

- Clean Harbors Hazardous Household Waste Disposal Quote
- Republic Services Invoice
- Tub Grinder Invoice

Recommendation:

Staff recommends Council consider the presented proposed solutions and direct staff accordingly.

CC: Brian Kim, DPW Acting Director



Clean Harbors Environmental Services, Inc.
136 Longwater Drive
Norwell, MA 02061
www.cleanharbors.com

November 28, 2023

Attn: Mr. Kevin Carpenter-Driscoll
City of Greenbelt
555 Crescent Road
Greenbelt, MD 20770

Quote #4475631

Dear Mr. Carpenter-Driscoll:

Thank you for considering Clean Harbors Environmental Services, Inc. (Clean Harbors) for your laboratory chemical waste management needs. We are pleased to provide you with the following pricing. Additionally, Clean Harbors has the appropriate permits and licenses for the acceptance and disposal of the waste streams identified within this quotation.

In addition to providing laboratory chemical management services and disposal to our company owned and operated facilities, Clean Harbors offers a broad range of environmental services including:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24-Hour Environmental Emergency Response
- Industrial Services
- InSite Services

I look forward to continuing to service your environmental needs. To place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Aaron Jackson
Inside Sales Rep-tpm Cs
Phone: 781.792.5000
aaron.jackson@safety-kleen.com



November 28, 2023
Clean Harbors Quote #4475631

Page 2 of 6

LABOR, DISPOSAL, MATERIALS & TRANSPORTATION

DISPOSAL

Profile/Waste Code	Waste Description	Qty	UOM	Price	Total
CCRC	CORROSIVE INCINERABLES	4	55 gallon drum	\$690.00	\$2,760.00
CNOS	NON HAZARDOUS SEMI-SOLIDS	1	flex bin	\$490.00	\$490.00
CNOS	NON HAZARDOUS SEMI-SOLIDS	1	55 gallon drum	\$140.00	\$140.00
FB1	LIQUID FOR FUEL	8	55 gallon drum	\$116.00	\$928.00
LBLA	LEAD ACID BATTERIES FOR RECLAMATION	200	pounds	\$0.70	*\$750.00
LCCR	LABPACK FOR INCINERATION	3	55 gallon drum	\$450.00	\$1,350.00
LCCR	LABPACK FOR INCINERATION	3	20 gallon drum	\$270.00	\$810.00
LCCR	LABPACK FOR INCINERATION	2	5 gallon pail	\$135.00	\$270.00
LCCRQ	AEROSOLS FOR INCINERATION	1	20 gallon drum	\$240.00	\$240.00
LLF	LABPACK FOR LANDFILL	4	55 gallon drum	\$310.00	\$1,240.00
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	1	55 gallon drum	\$400.00	\$400.00
				Total	\$9,378.00

*The following minimum price(s) will apply:

Profile/Waste Code	UOM	Minimum Price
LBLA	pallet	\$750.00

LABOR, SUPPLIES, AND EQUIPMENT

Amount	Description	Qty/UOM	Days	Unit Price	Extended Total
1	Chemist	8 hour*	1	\$74.00	\$592.00
1	Chemist Overtime	1 hour	1	\$111.00	\$111.00
1	Lead Chemist	8 hour*	1	\$83.00	\$664.00
1	Lead Chemist Overtime	1 hour	1	\$124.50	\$124.50
1	Box Truck	9 hour*	1	\$85.00	\$765.00
2	Standard Clean Pack PPE	1 each	n/a	\$20.00	\$40.00
2	5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	1 each	n/a	\$24.00	\$48.00
1	DOT Packing Tape	1 each	n/a	\$17.50	\$17.50
2	DOT Rated Heavy Duty Pallet	1 each	n/a	\$40.00	\$80.00
1	Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	1 each	n/a	\$107.00	\$107.00
4	Lab pak box, 20 gal, UN4G/Y75/S	1 each	n/a	\$37.00	\$148.00



November 28, 2023
Clean Harbors Quote #4475631

Page 3 of 6

Amount	Description	Qty/UOM	Days	Unit Price	Extended Total
	HD poly liner included				
8	Lab pak box, 55gal UN 4G/Y147.3/S HD poly liner included	1 each	n/a	\$37.00	\$296.00
6	Profile Approval Fee (No Sample)	1 each	n/a	\$75.00	\$450.00
1	Speedi Dry	1 bag	n/a	\$18.00	\$18.00
7	Vermiculite 4 cuft	1 bag	n/a	\$70.55	\$493.85
				Total	\$3,954.85

* Includes portal-to-portal travel time

TRANSPORTATION

Dispatch Location	Qty	Price UOM	Total
Baltimore, MD Hub	22	\$57.00 container	* \$1,254.00

* Minimum charge \$562.00 per trip.

TOTAL ESTIMATE

\$14,586.85

Estimated Recovery Fee

\$2,917.37

Estimated total, including Fees

\$17,504.22

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
CCRC	Corrosive Incinerables Can be solid and/or liquid No metal pieces inside drum No metal pieces inside drum PRIMARY DISPOSAL METHOD: DESTRUCTION Fluorine less than 0.5 percent No metal pieces inside drum PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
CNOS	Non Hazardous Semi-Solids Must be able to be landfilled No herbicides, pesticides, or cyanides Source of PCB < 50 ppm Flash point over 140°F PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL *****



WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
CNOS	Non Hazardous Semi-Solids Non-hazardous Must be biodegradable No PCB pH – 2.1 to 12.4 PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFARM
FB1	Liquid For Fuel Example: paint thinner, solvents Less than 4 inches of dispersible sludge Less than 5 percent halogens/sulfur Source of PCB < 50 ppm Greater than 10,000 BTU's No pesticides No debris Low viscosity (e.g. thinners) Must not set-up with water or with organic solvents PRIMARY DISPOSAL METHOD: FUEL BLENDING/INCINERATION

QUOTE CONDITIONS

Please note that this price is based on assumptions made about the actual container sizes and volume of items for disposal. Final billing will be based upon the actual materials packaged for disposal based on the unit rates quoted.

Please note that this price is based on assumptions made about chemical constituents of trade name materials. Final billing will be based on the actual materials packaged for disposal. Material safety data sheets or similar information may be required for chemicals listed on the inventory.

Please note that the following items are not included in this quotation: No Cylinders are included in this quote.

Drum quantity material in containers larger than 5 gallons or 50 pounds will need to be profiled for shipment. Actual disposal pricing will be pending full profile review and approval. The drums are subject to additional charges if they do not conform to all DOT and their manufacturer's



QUOTE CONDITIONS

specifications.

This quote is based on photos of waste only without an accurate inventory. Disposal is in estimate only and final billing will be based on the actual inventory packaged for disposal at the unit rates provided.

GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- Prices firm for 30 days.
- Terms: Net 30 Days
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at \$75.00 each.
- Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
- Compressed gas cylinders requiring special handling due to inoperable valves will be assessed an additional charge of \$400.00 per cylinder. Cylinders larger than medium size will be quoted case by case. This charge may be sent as supplemental invoice.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 20.0%, will be applied to the total invoice. For more information regarding our recovery fee calculation please go to: www.cleanharbors.com/contact-us/customer-resources.
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
- Clean Harbors will provide a manifest and necessary labels for transportation with a charge of \$1.80 per label.
- Clean Harbors reserves the right to charge \$50 a day for all transportation equipment not owned or subcontracted by Clean Harbors that remain at a Clean Harbors TSDF in excess of 7 days of being emptied and the customer receiving notification that the equipment is available for pick up.



GENERAL CONDITIONS

- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.
- Standard disposal conversions (excluding minimums) apply to containers other than 5 gallon drums unless otherwise quoted: 6-20g 60%, 21-30g 75%, 31-55g 100%, 56-85g 145%, FBIN 350%, TOT2(<300gal TOTE) 500%, TOTE 630%.
- Final invoicing will be based upon the unit rates for those items used in performance of the services and materials shipped for disposal. In the event the unit price of an item required for proper performance of service is not listed in this quotation, the item will be invoiced at list pricing.
- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.
- The USEPA implemented the E-manifest system in June 2018 and charges the receiving TSDF a fee per manifest that is subject to change at USEPA's discretion. Clean Harbors currently charges \$20 per manifest to cover this cost on every invoice. This charge is subject to change if USEPA applies increased charges in the future.
- Unless specifically noted, these rates are not valid where Prevailing Wages and / or certified payroll apply. Any Prevailing Wage rates will be quoted on a case-by-case basis.

ACKNOWLEDGEMENT

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above.

Thank you for the opportunity to be of service.

Signature

PO#

Date

Print Name

Quote # 4475631



300 Ritchie Rd
Capitol Heights MD 20743-361414
Customer Service (800) 994-0788
RepublicServices.com/Support

Important Information

Generally, you'll have a shorter wait time if you call after Wednesday. With My Republic Services, you can easily pay your bill, schedule a pickup and more. Sign up today at RepublicServices.com/MyAccount

Account Number 3-0411-0012939
Invoice Number 0411-001365502
Invoice Date November 20, 2023
Previous Balance \$3,576.36
Payments/Adjustments -\$3,576.36
Current Invoice Charges **\$3,585.74**

Total Amount Due \$3,585.74	Payment Due Date December 10, 2023
--	---

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 11/13	180161	-\$3,576.36

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Site 1 Crescent 555 Crescent Rd PO 1 Greenbelt, MD				
11 Recycle Container 8 Cu Yd, 11 Lifts Per 2 Weeks				
Recycling Service 12/01-12/31			\$955.46	\$955.46
Site 2 Hanover Pkwy 7300 Hanover Pkwy CSA A229176936 Greenbelt, MD				
5 Recycle Container 8 Cu Yd, 5 Lifts Per 2 Weeks				
Contaminated Materials 10/18		1.0000		\$174.00
Contamination - Commercial				
Contaminated Materials 11/01		1.0000		\$174.00
Contamination - Commercial				
Contaminated Materials 11/15		1.0000	\$174.00	\$174.00
Recycling Service 12/01-12/31			\$509.88	\$509.88
3 Waste Container 8 Cu Yd, 3 Lifts Per 2 Weeks				
Waste/Recycling Overage 11/15		1.0000	\$96.80	\$96.80
Pickup Service 12/01-12/31			\$337.78	\$337.78
Container Refresh 12/01-12/31		3.0000	\$9.00	\$27.00
Administrative Fee				\$5.95
Total Fuel/Environmental Recovery Fee				\$1,130.87
CURRENT INVOICE CHARGES				\$3,585.74



300 Ritchie Rd
Capitol Heights MD 20743-361414

Please Return This
Portion With Payment

Total Enclosed

Return Service Requested

CITY OF GREENBELT
KEVIN DRISCOLL
555 CRESCENT RD
GREENBELT MD 20770-1670

Total Amount Due	\$3,585.74
Payment Due Date	December 10, 2023
Account Number	3-0411-0012939
Invoice Number	0411-001365502



For Billing Address Changes,
Check Box and Complete Reverse.

Make Checks Payable To:

REPUBLIC SERVICES #411
FOR BFI WASTE SERVICES, LLC
PO BOX 9001099
LOUISVILLE KY 40290-1099



UNDERSTANDING YOUR BILL

Visit RepublicServices.com/MyBill

UNDERSTANDING OUR RATES, CHARGES, AND FEES

Visit RepublicServices.com/customer-support/fee-disclosures

Responsible Party

All waste services are managed, performed, and billed for by individual operating subsidiaries of Republic Services, Inc. Republic Services, Inc. itself does not perform any waste services, nor does it contract for such services. The operating entity providing your waste service is identified on your invoice. Accordingly, all obligations to you, including providing quality service and billing you for service, rests with the operating entity identified on your invoice.

Residential Customers

If you are a residential customer receiving service without a signed customer service agreement, your service is subject to and governed by the Service Terms for Residential Customers located at RepublicServices.com/customer-support/residential-service-terms, which include a **CLASS ACTION WAIVER** and **ARBITRATION CLAUSE**, and our right to charge you a container removal fee upon termination of service, among other terms. These terms are subject to change so please review them upon receipt of your invoice. If you do not have access to a computer, you may request that a copy be mailed to you by calling Customer Service at the number on the front of this invoice. Please note that some or all of the Service Terms for Residential Customers may not apply if your services are subject to terms mandated by a governmental entity in your locality.

Check Processing

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account. When we make an electronic transfer, funds may be withdrawn from your account the same day we receive your payment or check and you will not receive your check back from your financial institution.

Cancellation & Payment Policy

Unless prohibited by applicable law, regulation, or franchise or other agreement: (1) we reserve the right to require that payment for services be made only by check, credit card or money order; and (2) if service is canceled during a billing cycle, you will remain responsible for all charges, fees and taxes through the end of the billing cycle. You will not be entitled to proration of billing or a refund for the period between the notice of termination and the end of the current billing cycle.

Understanding Our Rates, Charges and Fees

If you are receiving service without a signed customer service agreement, please visit RepublicServices.com/Fees to review the financial terms and conditions relating to your service. If you are receiving service pursuant to a written contract, but have questions relating to any charges or fees, RepublicServices.com/Fees provides a detailed description of our most common charges and fees. If you do not have access to a computer, you may request that a copy be mailed to you by calling Customer Service at the number on the front of this invoice.

IMPORTANT INFORMATION

(Continued from Page 1)

It's easy to go paperless! Sign up for Paperless Billing at RepublicServices.com and enjoy the convenience of managing your account anytime, anywhere, on any device.

Please fill out the form below if your billing address has changed and return this portion of your statement to us using the envelope enclosed. Thank you!

BILLING ADDRESS CHANGE

Address		
City	State	Zip Code
Phone	Alternate Phone	

FY23

Chesapeake Landscape Materials

P.O. Box 830
Severna Park, MD 21146

Voice: 410-255-3700
Fax:

Gail Clark - comptroller

INVOICE

Invoice Number: MG-GRE200-110622

Invoice Date: Nov 6, 2022

Page: 1

Duplicate

Bill To:

GREENBELT DPW
555 CRESCENT ROAD
GREENBELT, MD 20770

Customer ID	Customer PO	Payment Terms	
GRE200	MOB GR	Net 30 Days	
Sales Rep	Shipping Method	Ship Date	Due Date
			12/6/22

Quantity	Item	Description	Unit Price	Amount
		MOBILE GRINDING JOB NORTHWAY BALL FIELD GREENBELT, MD		15,000.00
		operations manager Steve Laster stevel@mulchman.com		
	Woodwaste processed	2831 cy @ 3.50		9,908.50
		Mobilization		2,400.00
		Fuel		2,691.50

2831 cy

÷ 2 = 1415.50

÷ 2 = 707.75 tons

Check/Credit Memo N:

Subtotal	15,000.00
Sales Tax	
Total Invoice Amount	15,000.00
Payment/Credit Applied	
TOTAL	\$15,000.00



INVOICE

#422

Remit Payment To:

Maryland Environmental Service
259 Najoles Rd
Millersville, MD 21108-2515
United States of America

Invoice Number: CI-029088
Account Number: 74847
Invoice Date: Jun 21, 2022
Federal Tax ID No: 52-0982511

TO:

City of Greenbelt
Attn: Frank
8101 Northway Rd
Greenbelt, MD 20772
United States of America

For Questions Contact:
Accounts Receivable (410) 729-8285

CUSTOMER PURCHASE ORDER

Due Date	Description	Amount
Jul 21, 2022	Mobilization 8 hrs @ \$125/hr	1,000.00
June grind Jul 21, 2022	Woodwaste Processed 1,716 cy @ \$3.75/cy	6,435.00
Jul 21, 2022	Permits	175.00
	Tub grinder services Processing Site: 8101 Northway Rd, Greenbelt, Md Processing service date: 05/20/22 through 05/20/22	
Amount Due :		\$7,610.00

1,716 cy

 $\div 2 = 858$ $\div 2 = 429 \text{ tons}$

PLEASE REFERENCE INVOICE NUMBER CI-029088 ON YOUR CHECK.

DIVERSION from LANDFILL - RECYCLING TOTALS (tons) -

	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22
Tires	5.15	3.85	2.30	4.20	4.58	5.52	3.89	5.75	3.47	1.34	7.62	5.98	6.22
Residential Curbside - Commingled	746.39	744.63	759.00	743.00	760.37	740.59	679.19	675.45	691.81	670.20	654.76	652.00	591.12
Paper Dumpsters	206.14	242.57	265.00	296.00	212.56	348.31	410.19	331.34	376.49	381.00	108.00	572.23	504.09
Scrap Metal**	16.88	25.70	21.00	18.00	19.00	24.00	22.32	26.50	22.32	34.32	29.00	28.00	27.4
Oil	22.60	24.47	9.50	19.60	11.31	14.90	21.46	13.98	16.22	13.40	16.22	30.00	36.00
Antifreeze	1.36	1.06	0.70	1.00	0.84	0.60	0.28	0.40	0.44	2.00	0.44	1.76	1.80
Oil Filters	0.46	0.23	0.18	0.70	0.96	0.30	0.70	0.12	0.18	0.35	0.18	0.35	0.70
Yard waste - MES tubgrinder	1100.42	1232.36	233.32	777.33	642.50	310.00	401.00	1069.00	1354.17	907.00	887.50	958.34	1529.00
Tree Lumber	25.00	12.00	355.00	0.00	140.00	122.40	140.00	0.00	100.00	0.00	0.00	0.00	0.00
Electronics	20.30	38.50	29.26	19.80	20.02	19.05	21.50	17.43	17.43	18.00	11.20	11.67	10.20
Expanded polystyrene		0.05	0.25	0.28	0.20	0.54	0.50	0.40	0.20	0.31	0.30	0.36	0.45
Donations - (ARW, Green Drop)	24.00	24.00	24.00	24.00	24.00	24.00	25.00	25.00	25.00	25.00	12.50	12.50	12.00
Concrete and Asphalt	61.83	115.00	286.00	200.00	175.00	340.00	80.00	120.00	200.00	220.00	286.00	242.00	132.00
Construction and Demolition				0.00	2.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Shredding	6.00	7.32	8.31	9.86	6.88	7.21	10.38	9.80	11.40	10.40	5.60	16.10	5.03
Fluorescent lamps, ballasts, other	0.12	0.30	0.50	0.62	0.09	0.41	1.00	0.50	0.20	0.25	0.00	0.00	0.00
Comm Forklift/Value Village/Donations				4.70	12.30	0.69	0.15	0.00	0.00	0.36	0.00	0.00	0.40
Yuck Old Paint								2.66	2.00	1.42	1.00	1.20	1.50
Textiles - TurnKey Ent. - Value Village								0.27	7.58	10.30	8.50	9.63	13.72
TerraCycle									0.01	0.10	0.02	0.00	0.00
Composting at Public Works & festivals & theater					0.62	0.83	1.00	1.99	0.70	0.40	3.40	10.22	20.13
Total Diversion	2231.51	2468.19	1992.02	2119.09	2033.839	1959.35	1818.56	2300.59	2829.61	2296.15	2032.24	2552.34	2891.76

Diversion Rate

	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	est 2023
Total Recycling	2231.51	2468.19	1992.02	2119.09	2033.839	1959.35	1818.56	2300.59	2829.61	2296.15	2032.24	2552.34	2891.76	2600
Total Landfill	1702.85	1591.62	1586	1542.13	1642.63	1749.06	1661.99	1668.29	1627.33	1651.00	1585.00	1600.61	1540.82	1470.00
Total Recycling & Landfill	3934.36	4059.81	3578.02	3661.22	3676.47	3708.41	3480.55	3968.88	4456.94	3947.15	3617.24	4152.95	4432.58	4070
	56.72%	60.80%	55.67%	57.88%	55.32%	52.84%	52.25%	57.97%	63.49%	58.17%	56.18%	61.46%	65.24%	63.88%

Recycling Center Solutions

Department of Public Works



Current Services

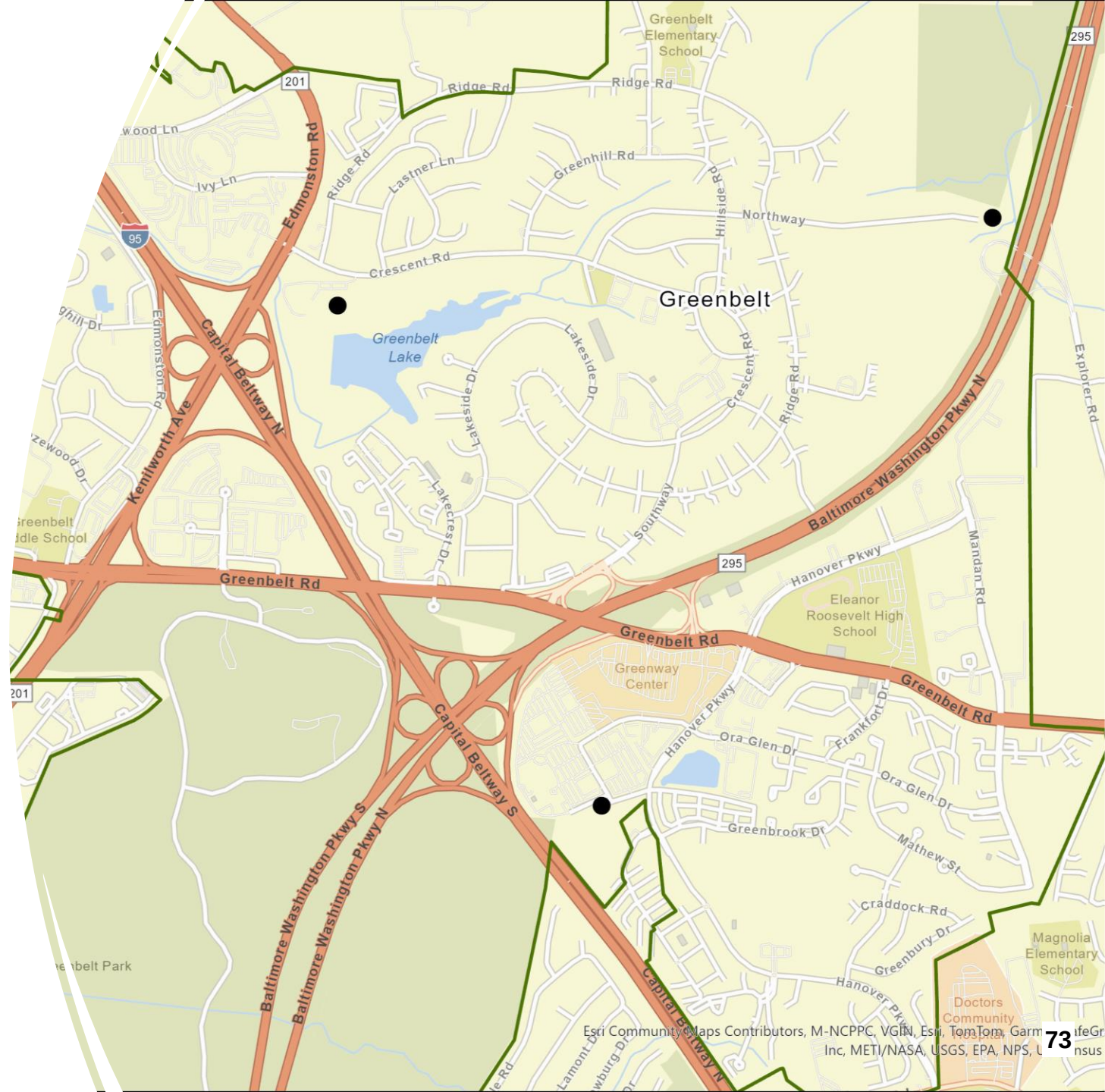
- Used oil, antifreeze, and oil filters
- Food scraps
- Bulk Recycling and Trash
- Textiles
- Oyster shells
- Yard waste



Overview

Purpose

- The City provides these recycling centers for residents to conveniently and responsibly recycle certain items and to reduce the waste stream heading to the landfill.



The Problem – Illegal Dumping

- Environmental impacts
- Interruption of service
- Financial impacts



Sources of Illegal Dumping

- Contractors
- Non-residents
- Residents





Costs

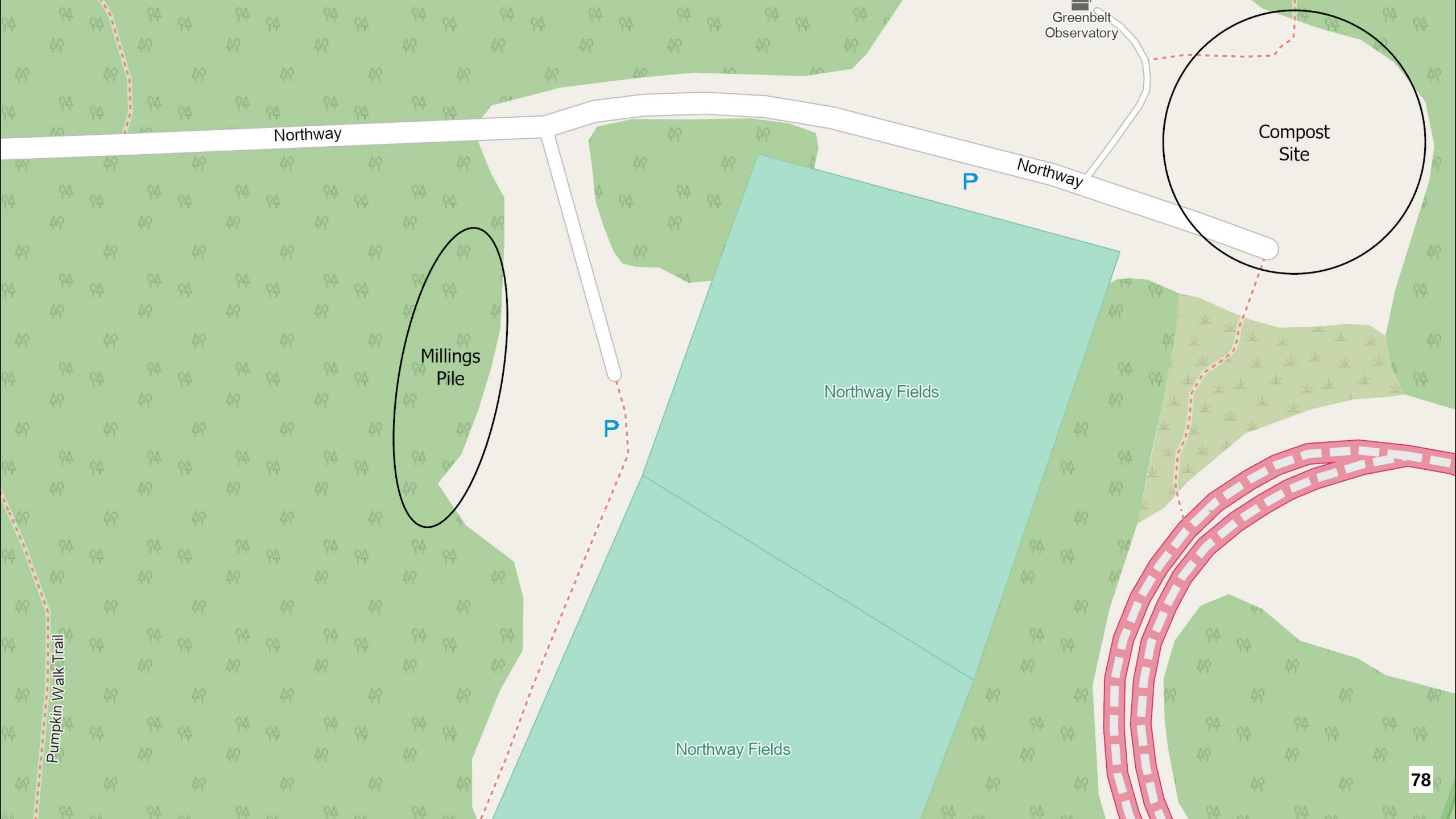
- Current Costs to the City:
- \$36,000/year in staff time
- \$ 10-20,000 for proper hazardous waste disposal
- \$1,000/month for environmental recovery fees
- \$15-30,000/year for tub grinder services

Northway

Proposed Solutions

1. Eliminate dump site and have city staff transfer to PG Organics Facility
2. Install gate and restrict access to City staff and permit holders
3. Continue with current service level





Northway

Greenbelt
Observatory

Compost
Site

Northway

P

P

Millings
Pile

Northway Fields

Northway Fields

Pumpkin Walk Trail



Proposed Gate

6 N

6 Plateau

Northway

Compost Site

Greenbelt
Observatory

Millings
Pile

Northway Fields

Northway Fields

Wolfe Fields Trail

Eastway Trail

Hamilton Woods
Tract

Hamilton Woods Trail

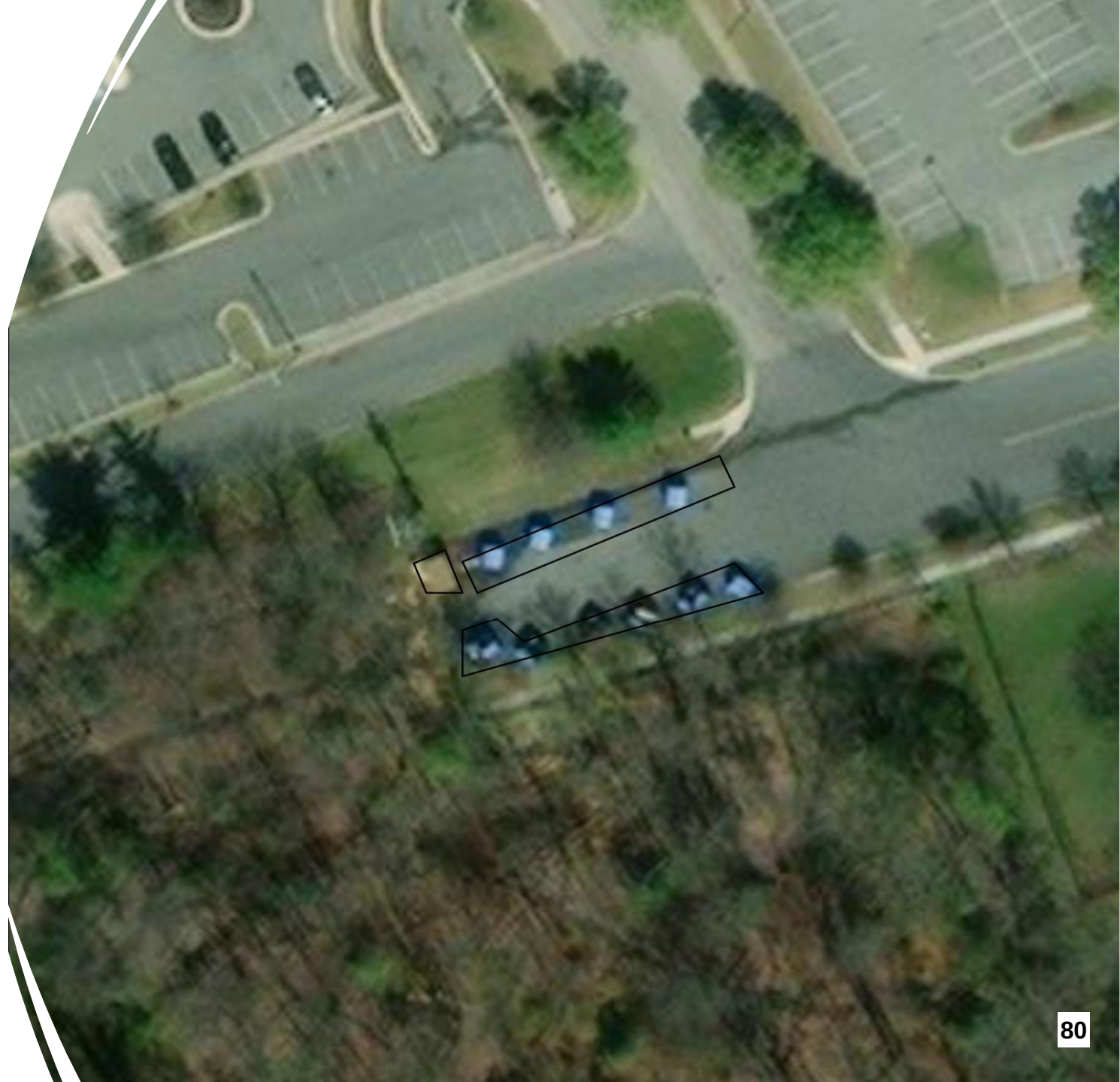
Nowatt Trail

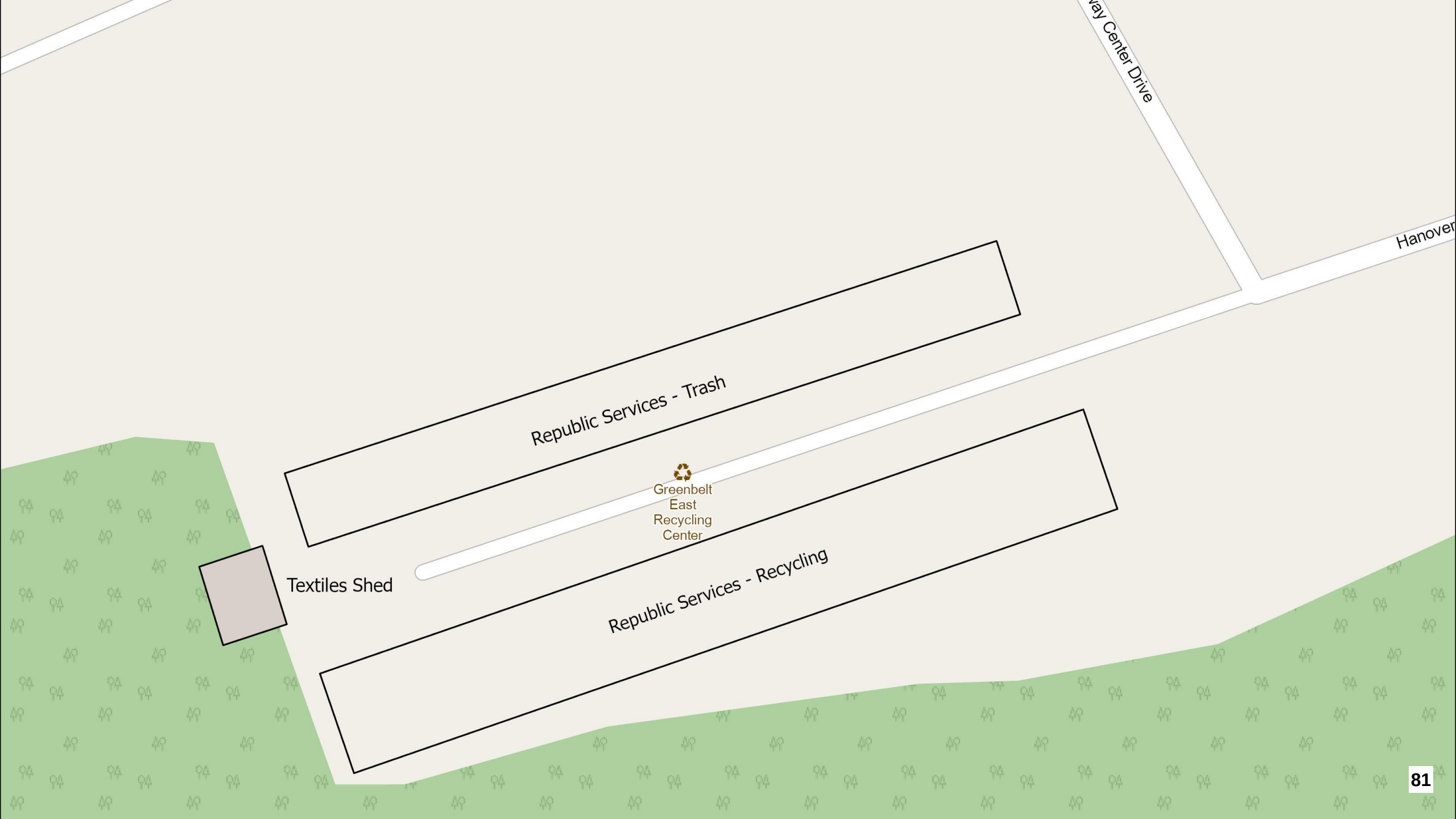
79

Greenbelt East Residential Recycling Center

Solutions

1. Remove service site
2. Install perimeter fence and enforce hours of operation
3. Install security cameras





Textiles Shed

Republic Services - Trash

Greenbelt
East
Recycling
Center

Republic Services - Recycling

Way Center Drive

Hanover



Way Center Drive

Hanover

Republic Services - Trash


Greenbelt
East
Recycling
Center

Textiles Shed

Republic Services - Recycling



Buddy Attick

Services

- Used Oil Center
- Bulk Recycling
- Food Scraps
- Oyster Shells
- Textiles
- Regular Trash

Buddy Attick Recycling Center

Solutions

1. Install Perimeter fence and enforce access hours
2. Security cameras

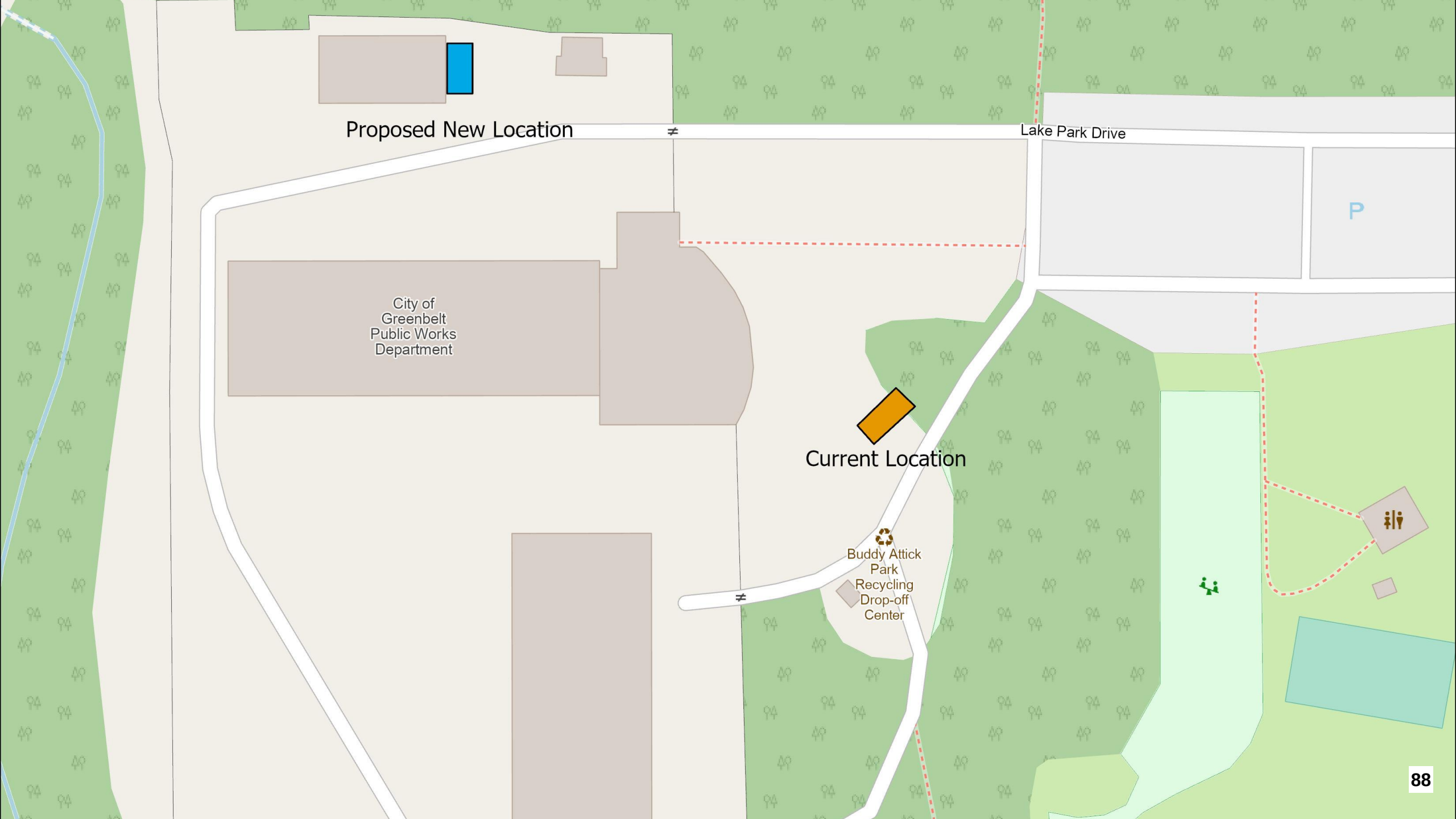






Used Oil Recycling





Proposed New Location

Lake Park Drive

City of
Greenbelt
Public Works
Department

Current Location

Buddy Attick
Park
Recycling
Drop-off
Center

P

♿

♿

Conclusion



City Council Agenda Item Report

Meeting Date: January 22, 2024

Submitted by: Terri Hruby

Submitting Department: Planning

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS 90 minutes (8:15 - 9:45 pm)

Subject:

M-NCPPC Special Exception Referral for LOL Childcare Station, 6250 Greenbelt Road (SPE-2022-012)

Suggested Action:

Maryland-National Capital Park and Planning Commission (M-NCPPC), Prince George's County Planning Department, referred Special Exception application SPE-2022-012 to the City for review and comment. The Special Exception for LOL Childcare Station would allow the use of a day care center for children within an existing shopping center (Beltway Plaza). APB voted to support the Special Exception, with conditions, at its January 17, 2024, meeting. Staff recommends Council transmit a letter of support, with conditions, to the Prince George's County Planning Board by February 5, 2024, in advance of the scheduled Planning Board hearing on March 7, 2024.

Attachments:

[Attachment A - Statement of Justification.pdf](#)

[Attachment B - Site Plan, Sheet 1.pdf](#)

[Attachment C - Site Plan, Sheet 2.pdf](#)

[City Council_Staff memo SPE-2022-012 LOL Childcare Station_FINAL.pdf](#)

[Draft_SPE-2022-012__LOL_Childcare_Station_City_of_Greenbelt_letter_to_PGPB_1-18-2024_V2.pdf](#)

[SPE-2022-012_LOL_Childcare_CC__PowerPoint.pdf](#)



**Beltway Plaza Mall
6250 Greenbelt Road
Greenbelt, MD 20770
301/885-2888
www.LOLstations.com**

YOUR FUN & CELEBRATION PLACE!

**LOL CHILDCARE STATION
STATEMENT OF JUSTIFICATION
SPE-2022-012
Revised 6/12/23**

LOL Enterprises LLC has been operating as Laugh Out Loud (LOL) Stations MEGA Fun Center in Beltway Plaza Mall since opening in its current location in November 2014.

Given the recent and planned housing expansion within a few blocks of the Mall, we see a current and impending need for child care to accommodate the needs of new families moving into the area.

The owners see an opportunity to fulfill the goal of offering a place to play on weekends with a day care program on the weekdays.

Monday, October 24, 2022, I participated in a Pre-Application Conference to review plans for initiating a new day care program as an additional program within the existing Laugh Out Loud (LOL) Stations MEGA Fun Center. Below are reviewer comments along with responses to specific concerns.

I am fully aware of the Beltway Plaza Mall mixed-use development plan, which includes partial demolition of our current location to widen road access for a private street and the remaining portion of the building will be conveyed to the City of Greenbelt for a recreation center.

I have an agreement with the property owner to move to another location at some time before or after the first multifamily residential structure is completed or when construction makes it necessary.

Our goal is to continue operations of the fun center and day care while continuing to plan future relocation within Beltway Plaza Mall. We will reopen in our new location prior to the demolition and ensure continuity of service to parents with children in our care.

See attached a revised Site Plan for Phase 1 development that includes the first multifamily residential structure. In this plan, notice that the LOL Stations building will still be intact through that construction period.

There are no other businesses that are front-facing on the rear upper deck or having a direct entrance with or from LOL Stations, so this parking area is used almost exclusively by our patrons as it is outside of the Mall and off the beaten path. There are 2 public access doorways (entrances/exits) from the rear upper parking deck into the Mall and one would then travel approximately 60 Feet inside the mall to the former Big Lot store, which is currently vacant and then Shopper's World another 20' further. There is a church in back of LOL Stations facing the opposite direction and cannot be accessed from the rear upper parking deck. Neither the church nor future retailers assuming the vacant Big Lot space will adversely affect the day care and vice versa.

Indicated in the Site Map data table are 5 dedicated parking sites directly in front of the LOL Childcare Station entrance doors, which surpasses the actual requirement of 4 for not more than 40 enrolled kids.

To ensure the safety of the children, note the inset entitled “Proposed Playground” with the placement directly in front of the building. Parking deck traffic will be rerouted around the playground perimeter. To and from the playground, there is a 5’ wide sidewalk and the distance from the day care entrance to the playground door is approximately 8’. Children and staff will not have to move between cars or in and around traffic to get to the playground.

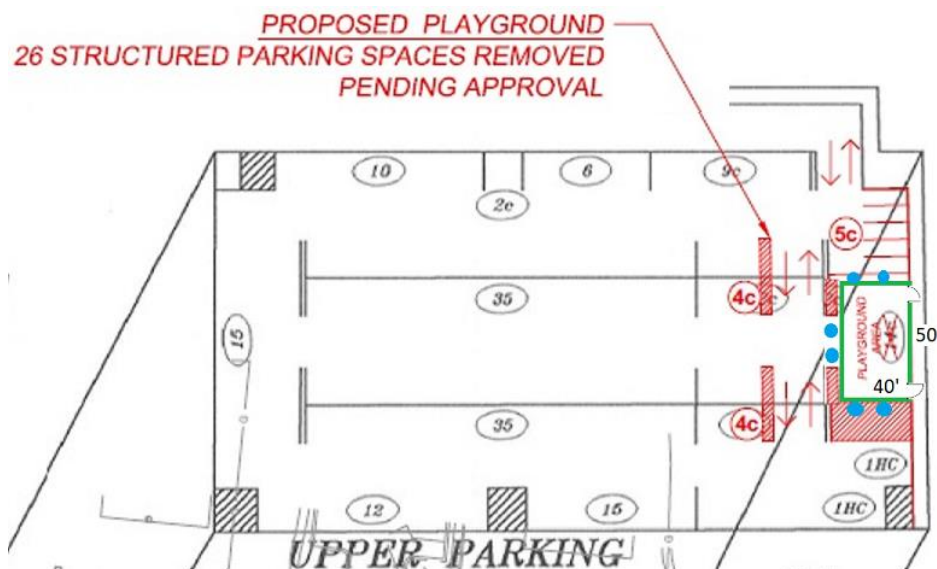
We plan to surpass Office of Child Care requirements of 1,500SF of play space, which calls for half the enrollment number multiplied by 75SF for a total of only 1,500SF. The playground fencing will enclose a 40’ x 50’ area for a total of 2,000SF. There will be an additional 500SF of space for play structures.

Placement of the outdoor playground and redirection of traffic will eliminate 26 parking spaces as indicated on the Site Plan.

6’ high white vinyl fence panels with open slats (depicted below) will enclose the entire 2,000SF area and will include 2 egress doors for safety. Children and staff will never need to step into the road.



The Playground (green rectangle) will be 2,000SF. There are 2 raised curbs (6”H x 15”W x 2.5’L) along the left long side with an opening of 2’ between. 55-gallon water/sand barrels (blue circles in above depiction) will be used as traffic barriers for an extra measure of safety around 3 sides of the playground.





A sidewalk runs parallel to the building and at the opposite end of the playground where no barrier is needed. In case of an emergency, staff could direct children safely on to the sidewalk and either into the day care entrance doors or away in the opposite direction to the mall doors.

Below is a rendering of the playground placement in front of the building with vinyl fencing panels 6'H, 50'L and 40'W (depicted by the green lines). The sidewalk, which spans completely in front of the building, is 5'W and goes the length of the fencing. Note the depiction of the 55-gallon barrels that will be placed around the fencing to serve as traffic safety barriers. Again, traffic will be re-routed around the playground.



To ensure adequate shading during sunny days, see below canopy tent which will cover up to a 20' x 40' space within the Playground area. Additionally, the black safety floor covers below will be used under an actual play system, particularly where falling may be expected when children are climbing or swinging.



Also attached is the requested interior floor design that includes the fun center along with the day care. The fun center operates on Saturdays and Sundays

A detailed floor plan for just the day care is also attached.

As LOL Stations MEGA Fun Center opens to the public only on Saturdays and Sundays and infrequently for private or special events on the weekdays, the rear parking deck is used almost exclusively by fun center customers. When LOL Stations fun center is closed, the rear upper deck is blocked off with cones and a chain.

With plans for the day care to only open on weekdays, the upper deck will be made available during those times with 12 staff and a limit of 40 concurrent kids escorted by one parent dropping off in the morning and picking up in the evening, I'm projecting a maximum number of 104 trips per day to and from the LOL Childcare Station for 520 trips per week and 27,040 per year. When the day care operation closes for the day (after hours), the upper deck will be made inaccessible by replacing the cones and chains.

It is possible for staff and parents to arrive via bicycle, walk up the ramp, or take the stairs up to the rear upper deck. They can also walk into the mall and use the escalator or elevator, then walk through the mall on to the upper deck and through the LOL Childcare Station doors.

Detailed Responses to Prince George's County Zoning Ordinances & Code Requirements for Day Care Use and Special Exceptions

27-5402(x)

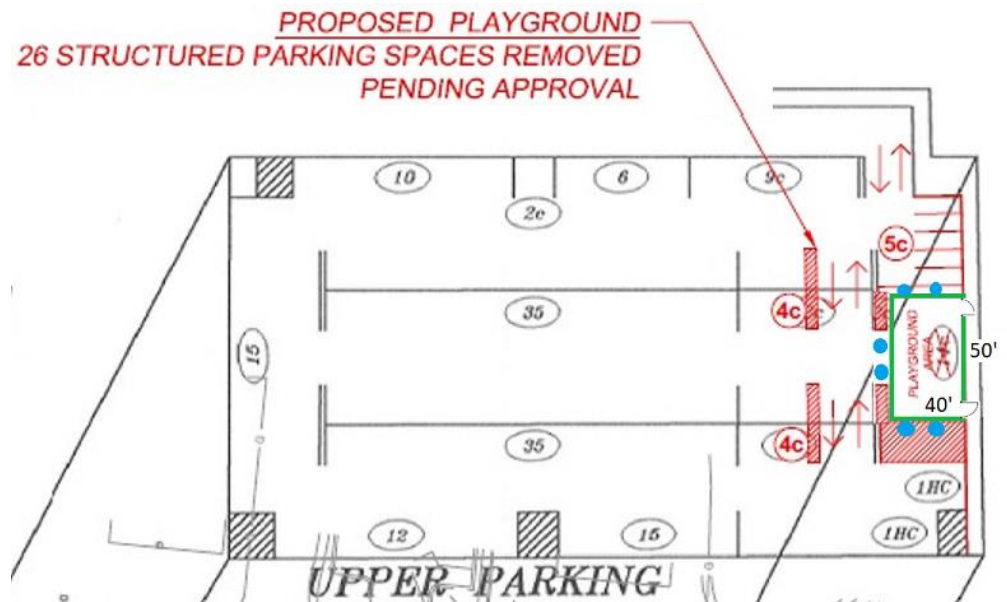
(x) Day Care Center for Children

1. A day care center for children may be permitted, subject to the following:
 - A. The District Council may specify the maximum number of children to be enrolled, which may not be increased by State or local health, education, or fire regulations.
 - We expect to be licensed for a capacity of 40 children, which requires a minimum 35 SF per child according to the Office of Child Care for a minimum of 1,400 SF. However, we are planning for a 2,100 SF facility, more than required.
 - B. An ample outdoor play or activity area shall be provided, in accordance with the following:
 - C.
 - i. All outdoor play areas shall have at least seventy-five (75) square feet of play space per child for fifty percent (50%) of the licensed capacity or seventy-five (75) square feet per child for the total number of children to use the play area at one (1) time, whichever is greater;
 - The playground capacity in the playground will be maximum 20 children playing at one time. Office of childcare requires half the enrollment number, multiplied by 75SF for a total of only 1,500SF minimum for the playground area. The playground fencing will enclose a 40' x 50' area for a total of 2,000SF. There will be an additional 500SF of space for play structures.
 - ii. All outdoor play areas shall be located at least twenty-five (25) feet from any dwelling on an adjoining lot, and shall be enclosed by a substantial wall or fence at least four (4) feet in height;
 - There are no dwellings within the plaza and 6' high white vinyl fence panels with open slats (depicted below) will enclose the entire 2,000SF area and will include 2 egress doors for safety.



- iii. A greater set back from adjacent properties or uses or a higher fence may be required by the District Council if it determines that it is needed to protect the health and safety of the children utilizing the play area;
 - As previously indicated, we will be using a 6' high fence.

- iv. Any off-premises outdoor play or activity area shall be located in proximity to the day care center, and shall be safely accessible without crossing (at grade) any hazardous area, such as a street or driveway;
- Children and staff will never need to step into the road. To ensure the safety of the children, note the inset entitled “Proposed Playground” with the placement directly in front of the building. Parking deck traffic will be rerouted around the playground perimeter. To and from the playground, there is a 5’ wide sidewalk and the distance from the day care entrance to the playground door is approximately 8’. Children and staff will not have to move between cars or in and around traffic to get to the playground.



- The Playground (green rectangle) will be 2,000SF. There are 2 raised curbs (6”H x 15”W x 2.5’L) along the left long side with an opening of 2’ between.
- 55-gallon water/sand barrels (blue circles in above depiction) will be used as traffic barriers for an extra measure of safety around 3 sides of the playground.



- Below is a rendering of the playground placement in front of the building with vinyl fencing panels 6'H, 50'L and 40'W (depicted by the green lines). The sidewalk, which spans completely in front of the building, is 5'W and goes the length of the fencing. Note the depiction of the 55-gallon barrels that will be placed around the fencing to serve as traffic safety barriers. Again, traffic will be re-routed around the playground.



- v. The play area shall contain sufficient shade during the warmer months to afford protection from the sun; To ensure adequate shading during sunny days, see below canopy tent which will cover up to a 20' x 40' space within the Playground area.



- vi. Sufficient lighting shall be provided on the play area if it is used before or after daylight hours to insure safe operation of the area; and
 - The play area will only be used during daylight hours.
 - vii. Outdoor play shall be limited to the hours between 7 a.m. and 9 p.m.;
 - Yes, outdoor play shall be limited to the hours between 7am and 9pm.
- D. In the CGO, CS, IE, and IH zones, a special exception for a day care center for children shall be allowed only if the Council finds that existing development and uses in the neighborhood (particularly on adjacent properties) will not adversely affect the proposed use.
- There are no other businesses that are front-facing on the rear upper deck or having a direct entrance with or from LOL Stations, so this parking area is used almost exclusively by our patrons as it is outside of the Mall and off the beaten path. There are 2 public access doorways (entrances/exits) from the rear upper parking deck into the Mall and one would then travel approximately 60 Feet inside the mall to the former Big Lot store, which is currently vacant and then Shopper's World another 20' further. There is a church in back of LOL Stations facing the opposite direction and cannot be accessed from the rear upper parking deck. Neither the church nor future retailers assuming the vacant Big Lot space will adversely affect the day care and vice versa.
2. In addition to the requirements of Section [27-3604](#)(c), Special Exception Submittal Requirements, the site plan shall show:
 - A. The proposed enrollment;
 - B. The location and use of all buildings located on adjoining lots; and
 - C. The location and size of outdoor play or activity areas.
 3. Any day care center for children which has, on or before the effective date of this Ordinance, fully complied with the provisions of this Subtitle in effect at the time the use commenced shall not be required to meet the requirements of this Section, provided that the use has not been expanded or changed since that time. Any expansion or change shall be governed by the provisions of this Section, or of Section [27-5102](#)(d)(2)(A), Day Care Center for Children.
 4. For the purposes of this Section, enrollment shall mean the largest number of children enrolled in the center in any one (1) session.

27-3604(e)

(e) Required Findings

1. A special exception may only be approved if:
 - A. The proposed use and site plan are in harmony with the purpose of this Subtitle;

- LOL Enterprises LLC has been operating as Laugh Out Loud (LOL) Stations MEGA Fun Center in Beltway Plaza Mall since opening in its current location in November 2014. Our current customers are children and families and the day care accessory plan continues to support the same target as we expand our services.
 - B. The proposed use is in conformance with all the applicable requirements and regulations of this Subtitle;
 - LOL Stations is and will remain in conformance with all applicable requirements and regulations.
 - C. The proposed use will not substantially impair the integrity of any validly approved Area Master Plan, Sector Plan, or Functional Master Plan, or, in the absence of an Area Master Plan, Sector Plan, or Functional Master Plan, the General Plan;
 - LOL Enterprises LLC has been operating as Laugh Out Loud (LOL) Stations MEGA Fun Center in Beltway Plaza Mall since opening in its current location in November 2014. Given the recent and planned housing expansion within a few blocks of the Mall, we see a current and impending need for child care to accommodate the needs of new families moving into the area. The owners see an opportunity to fulfill the goal of offering a place to play on weekends with a day care program on the weekdays. The day care is an accessory addition and there will be no substantial change to the Area, Sector, Functional or General Plans, other than showing the play area.
 - D. The proposed use will not adversely affect the health, safety, or welfare of residents or workers in the area;
 - The proposed use will not adversely affect the health, safety, or welfare of residents or workers in the area. Instead, the use seeks to accommodate the needs of new families moving into the area. The owners see an opportunity to fulfill the goal of offering a place to play on weekends with a day care program on the weekdays.
 - E. The proposed use will not be detrimental to the use or development of adjacent properties or the general neighborhood; and
 - The day care is an accessory addition to an already existing and operating business, and there will be no detriment to the use or development of adjacent properties or the general neighborhood.
 - F. The proposed site plan is in conformance with an approved Type 2 Tree Conservation Plan; and
 - The day care is an accessory addition to an already existing and operating business, and there will be no impact to the Type 2 Tree Conservation Plan as there will be no destruction or installation of trees.
 - G. The proposed site plan demonstrates the preservation and/or restoration of the regulated environmental features in a natural state to the fullest extent possible in accordance with the requirements of Subtitle 24: Subdivision Regulations.
 - The day care is an accessory addition to an already existing and operating business, and there will be no impact on the environment nor a need to preserve or restore regulated environmental features.
2. In addition to the above required findings, in a Chesapeake Bay Critical Area Overlay (CBCAO) Zone, a special exception shall not be granted:

- The day care is an accessory addition to an already existing and operating business and is NOT in a Chesapeake Bay Critical Area.
- B. Where the existing lot coverage in the CBCAO exceeds that allowed by this Subtitle, or
- C. Where granting the special exception would result in a net increase in the existing lot coverage in the CBCAO.

I, Regina Bethea, do hereby declare under penalty of perjury under the laws of the State of Maryland that the foregoing is true and correct.

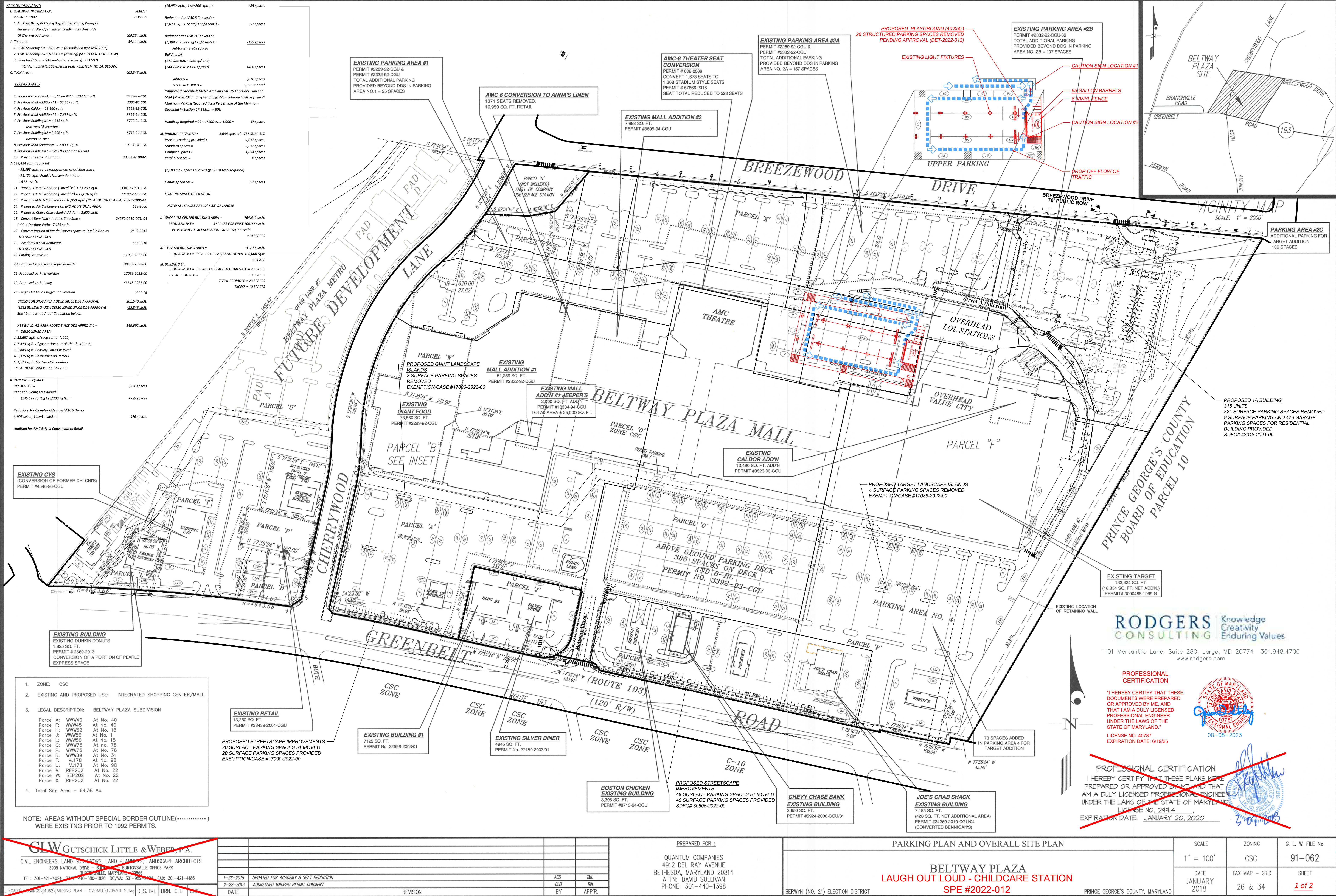
EXECUTED ON THIS DAY, March 12, 2023



Regina Bethea
Signature Name (type or print)

Chief Managing Member/Owner
Relationship to Project

LOL Stations, Beltway Plaza Mall, 6250 Greenbelt Road, Greenbelt, MD 20770
Project Address



GENERAL NOTES

1. SUBDIVISION NAME:

2. TOTAL ACREAGE:

3. EXISTING ZONE:

4. PROPOSED USE OF PROPERTY:

5. NUMBER OF LOT, PARCELS, OUTLOTS & OUTPARCELS:

6. BREAKDOWN OF PROPOSED DWELLING UNITS BY TYPE:

7. GROSS FLOOR AREA:

8. 200 FOOT MAP REFERENCE:

9. TAX MAP NUMBER AND GRID:

10. AVIATION POLICY AREA:

11. WATER/SEWER DESIGNATION (EXISTING):

12. WATER/SEWER DESIGNATION (PROPOSED):

13. STORMWATER MANAGEMENT CONCEPT NUMBER:

14. 0-FOOT PUBLIC UTILITY EASEMENT ALONG ALL RIGHTS-OF-WAY:
- BELTWAY PLAZA MALL

53.88 ACRES

C-G-O

CHILDCARE STATION

17 PARCELS

NONE BY THIS APPLICATION

910,785 SF

210 & 211 NE05

TAX MAP 26, GRID A4 & B4

NONE

W-3/S-3

W-3/S-3

38318-2020-0

NONE

(ONLY 10-FOOT PUE PROVIDED)

COMBINATION (SEE DSP-20020)

NO

YES-GREENBELT HISTORIC DISTRICT 67-004-00

NO

NO

NO

GLW, 2015

LOL ENTERPRISES LLC

PLAYGROUND AREA CALCULATION (OFFICE OF CHILD CARE)

1. ENROLLMENT:

2. AREA REQUIRED BY OFFICE OF CHILD CARE:

50% OF ENROLLMENT x 75 SQUARE FEET = 1,500

3. AREA PROPOSED: 40' X 50'
- 40 CHILDREN

1,500 SQUARE FEET

2,000 SQUARE FEET

INDOOR AREA CALCULATION (OFFICE OF CHILD CARE)

1. ENROLLMENT:

2. AREA REQUIRED= ENROLLMENT X 35 SQUARE FEET:

40 x 35 SQUARE FEET = 1,400

3. AREA PROVIDED:
- 40 CHILDREN

1,400 SQUARE FEET

2,100 SQUARE FEET

PARKING SCHEDULE (PER TABLE 27-6305(a):

1. PARKING REQUIRED (COMMUNITY SERVICE USE / DAY CARE FOR CHILDREN / INSIDE THE BELTWAY)

1.1. LOL ENROLLMENT:

1.2. PARKING RATE:

1.3. PARKING REQUIRED:

2. PARKING PROVIDED

2.1. STANDARD SPACES:
- 40 CHILREN

1 SPACE / 10 CHILDREN

4 SPACES

5 SPACES



1 6' White Vinyl Fence Detail
Typical Detail N.T.S.



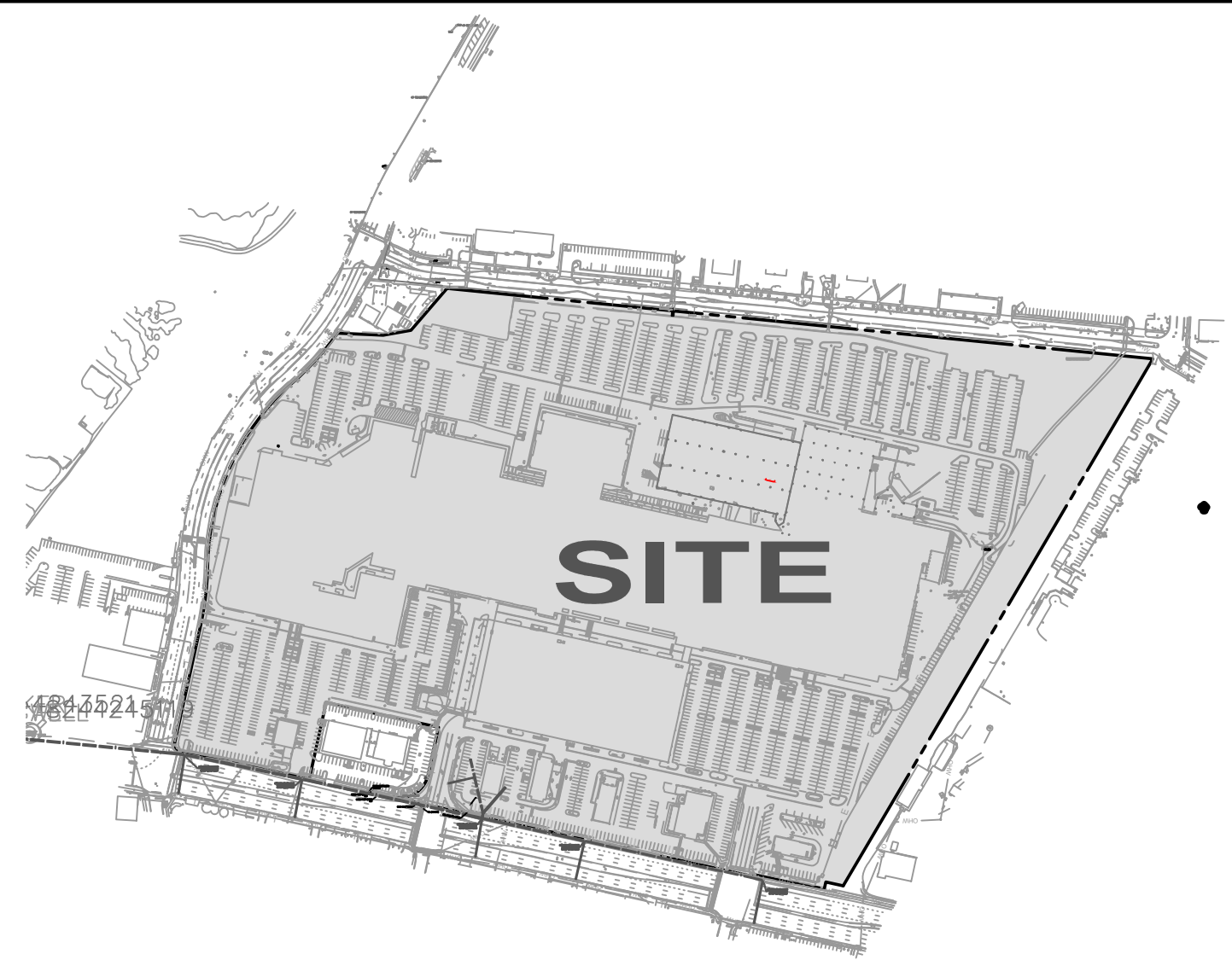
2 55 Gallon Water/Sand Barrel Detail
Typical Detail N.T.S.



3 20' x 40' Shade Canopy Detail
Typical Detail N.T.S.



4 Safety Floor Detail
Typical Detail N.T.S.



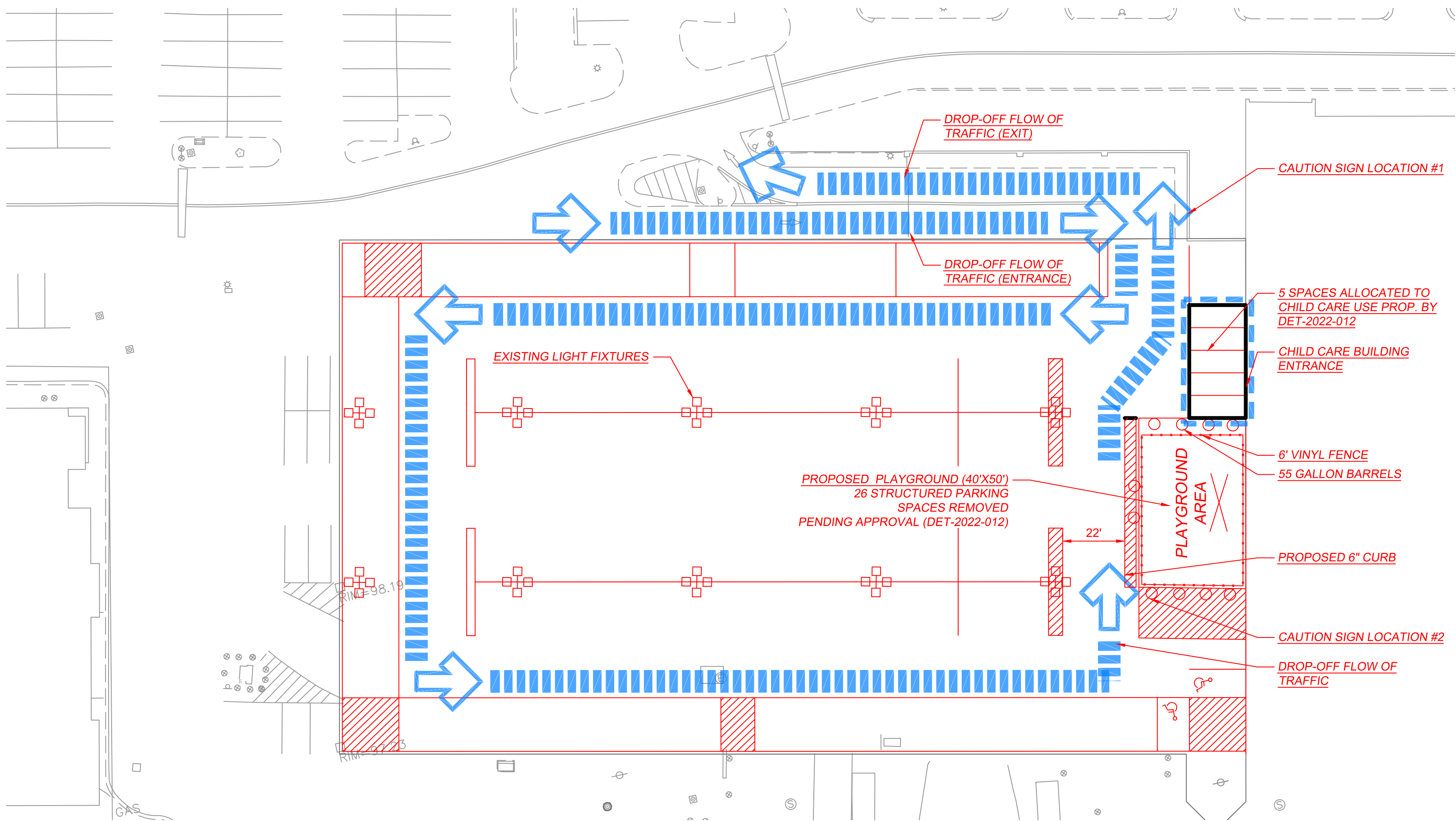
DSP KEY
1"=400'



5 Playground Rendering
Typical Detail N.T.S.



6 Caution Sign Detail
Typical Detail N.T.S.
Size: 18" tall x 12" wide
Material: metal



7 Parking Deck Inset Detail
Scale: 1"=30'

Applicant:

LOL Enterprises LLC
c/o Regina Bethea, Chief Managing Member/Owner



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

REVISION	DATE	REVISION	DATE	REVISION	DATE

Owner/Developer:

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

BELTWAY PLAZA

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

RODGERS CONSULTING

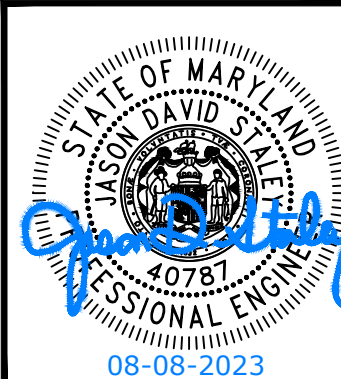
1101 Mercantile Lane, Suite 280, Largo, Maryland 20774
Ph: 301.948.4700 Fx: 301.948.6356 www.rodgers.com

BY	DATE
BASE DATA	CADD
DESIGNED	CH
DRAWN	CH
REVIEWED	CH
RODGERS CONTACT	NAT BALLARD
RELEASE FOR	
BY	DATE

DET-2022-012
WSSC MAP 210NE05, 210NE06
TAX MAP NUMBER & GRID: 26, GRID A4, B4

LAUGH OUT LOUD
CHILDCARE STATION
SPE #2022-012

PROFESSIONAL
CERTIFICATION
"I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND."
LICENSE NO. 40787
EXPIRATION DATE: 6/19/25



SCALE	N.T.S.
JOB No.	1287A
DATE:	MAR 2023
SHEET No.	2 of 2



To: City Council

From: Ryan Sigworth, AICP, Community Planner

VIA: Terri Hruby, Director of Planning and Community Development

Date: January 22, 2024

RE: SPE- 2022-012 – LOL Childcare Station

I. General Information

The owner of Laugh Out Loud Stations MEGA Fun Center (“Applicant”) has submitted a Special Exception (“SPE”) (“Application”) to M-NCPPC for review and approval, and M-NCPPC has referred the application to the City of Greenbelt for review and comments. The property is owned by GB Mall Limited Partnership. The development, referred to as LOL Childcare Station, proposes to add a childcare center adjacent to the existing Laugh Out Loud Stations MEGA Fun Center in the Beltway Plaza Mall.

The site is a 12.7-acre parcel of land, described as Parcel “PP” on a plan of subdivision entitled “Beltway Plaza” on Plat Book ME 260, Page 10 (“Subject Property”). The Subject Property is located in the northeast corner of the intersection of Greenbelt Road (MD 193) and Cherrywood Lane. The area associated with this Application is located in the northeast corner of the Subject Property on the upper level of the parking platform behind the Mall. The Subject Property is zoned CGO (Commercial, General, Office) (formerly M-U-I/Mixed Use - Infill) and is currently developed with the Beltway Plaza Mall. Access to the Subject Property is available via Beltway Plaza’s rear parking lot and can be reached from points east via Greenbelt Road (MD 193) and west via Cherrywood Lane.

The Special Exception is scheduled to be considered by the Prince George’s County

Planning Board on March 7, 2024. After March 7, 2024, the Office of the Zoning Hearing Examiner for Prince George's County will hold an evidentiary hearing on the Special Exception for final determination. City staff has completed its initial review. Below is a summary of the proposal and City staff and the Advisory Planning Board's ("APB") preliminary findings.

II. Background

In 2021, Beltway Plaza had a Detailed Site Plan for Phase 1 approved to redevelop the mall and add residential development. The timeline for redevelopment is fluid at this time.

This Special Exception application anticipates this redevelopment and acknowledges that the future redevelopment will include the partial demolition of the Laugh Out Loud location to improve road access for the private street and the remaining portions of the building will be conveyed to the City of Greenbelt for a recreation center.

The Applicant has made an agreement with the Mall's ownership to move to another location on the Mall property when the first multifamily structure is completed or construction makes moving necessary. At that point, an amendment to this Application will likely be required.

All of the exterior modifications proposed as part of this Application are confined to the upper deck of the parking structure at the back to the Mall building. This parking deck is unused for the most part, and no other businesses have public entrances in this location. These modifications are necessary because day cares, which are licensed by the State of Maryland, require an outdoor play area. Furthermore, the Prince George's County Zoning Ordinance requires 75 square feet per child of outdoor play area.

With the creation of an outdoor play area, the Application also addresses requirements that are necessary for approval of a special exception such as shading, surface, play equipment, vehicle circulation, and child drop-off.

III. Proposed Development & Analysis

The Applicant is proposing to add a childcare center for up to 40 children in conjunction with the existing children's play center inside the Beltway Plaza Mall. Access to Beltway Plaza's rear parking lot and can be reached from points east via Greenbelt Road (MD 193) and west via Cherrywood Lane.

A. Zoning

According to M-NCPPC, this Application is being reviewed under the current and most recently adopted zoning ordinance. This Subject Property is currently zoned CGO which does not allow a Child Day Care Center for Children by right. However, the CGO zone does allow a Child Day Care Center for Children as a special exception. In the CGO Zone, Child Day Care Center for Children, as defined by Section 27-2500, is allowed as a special exception use under the following circumstances in accordance with the use

standards in Section 27-5102 (d)(2)(A):

Day Care Center for Children

(1) A day care center for children may be permitted, subject to the following:

- (A) The District Council may specify the maximum number of children to be enrolled, which may not be increased by State or local health, education, or fire regulations;
- (B) An ample outdoor play or activity area shall be provided, in accordance with the following:
 - (i) All outdoor play areas shall have at least seventy-five (75) square feet of play space per child for fifty percent (50%) of the licensed capacity or seventy-five (75) square feet per child for the total number of children to use the play area at one (1) time, whichever is greater;
 - (ii) All outdoor play areas shall be located at least twenty-five (25) feet from any dwelling on an adjoining lot, and shall be enclosed by a substantial wall or fence at least four (4) feet in height;
 - (iii) A greater set back from adjacent properties or uses or a higher fence may be required by the District Council if it determines that it is needed to protect the health and safety of the children utilizing the play area;
 - (iv) Any off-premises outdoor play or activity area shall be located in proximity to the day care center, and shall be safely accessible without crossing (at grade) any hazardous area, such as a street or driveway;
 - (v) The play area shall contain sufficient shade during the warmer months to afford protection from the sun;
 - (vi) Sufficient lighting shall be provided on the play area if it is used before or after daylight hours to insure safe operation of the area; and
 - (vii) Outdoor play shall be limited to the hours between 7 a.m. and 9 p.m.;
- (C) In the CGO, CS, IE, and IH zones, a special exception for a day care center for children shall be allowed only if the Council finds that existing development and uses in the neighborhood (particularly on adjacent properties) will not adversely affect the proposed use.

- (2) In addition to the requirements of Section 27-3604(c), Special Exception Submittal Requirements, the site plan shall show:
 - (A) The proposed enrollment;
 - (B) The location and use of all buildings located on adjoining lots; and
 - (C) The location and size of outdoor play or activity areas.
- (3) Any day care center for children which has, on or before the effective date of this Ordinance, fully complied with the provisions of this Subtitle in effect at the time the use commenced shall not be required to meet the requirements of this Section, provided that the use has not been expanded or changed since that time. Any expansion or change shall be governed by the provisions of this Section, or of Section 27-5102(d)(2)(A), Day Care Center for Children.
- (4) For the purposes of this Section, enrollment shall mean the largest number of children enrolled in the center in any one (1) session.

The proposed Special Exception shows five (5) parking spaces to meet the one (1) space per 10 children requirement per Table 27-6305(a) of the Zoning Ordinance. These parking spaces are intended for drop-off and pickup of children. Each space has direct access to the sidewalk and entry door to the childcare center.

B. Traffic and Circulation

1. Access

Access to the parking deck is available through the parking lot from points east and west, including from Cherrywood Lane and Greenbelt Road. The parking deck has a single point of entry via a two-way ramp up to the upper level.

With regard to trip generation, staff recommends that the Applicant update their traffic statement to use ITE Land Use classifications, peak hour trip generation. This was also a necessary revision noted by M-NCPPC. This issue should be addressed when the Application is resubmitted to M-NCPPC.

2. Circulation

Circulation is confined to the upper level parking deck to facilitate traffic flow around the existing parking area for drop-off and pick-up of children. This parking lot is designed with 22-foot wide driving aisles which will support two-way traffic flow. As a result, the circulation shown in Figure 1 is not the only possible circulation pattern but is

intended to show the preferred circulation to be reinforced by wayfinding signage installed as part of this Application. After discussion with staff, the Applicant has agreed that the plans will be clarified to better define the drop-off and pickup design. The revisions will clarify that the five (5) parking spaces are intended for child drop-off and pickup. The rest of the parking area is available for any necessary overflow or employees.

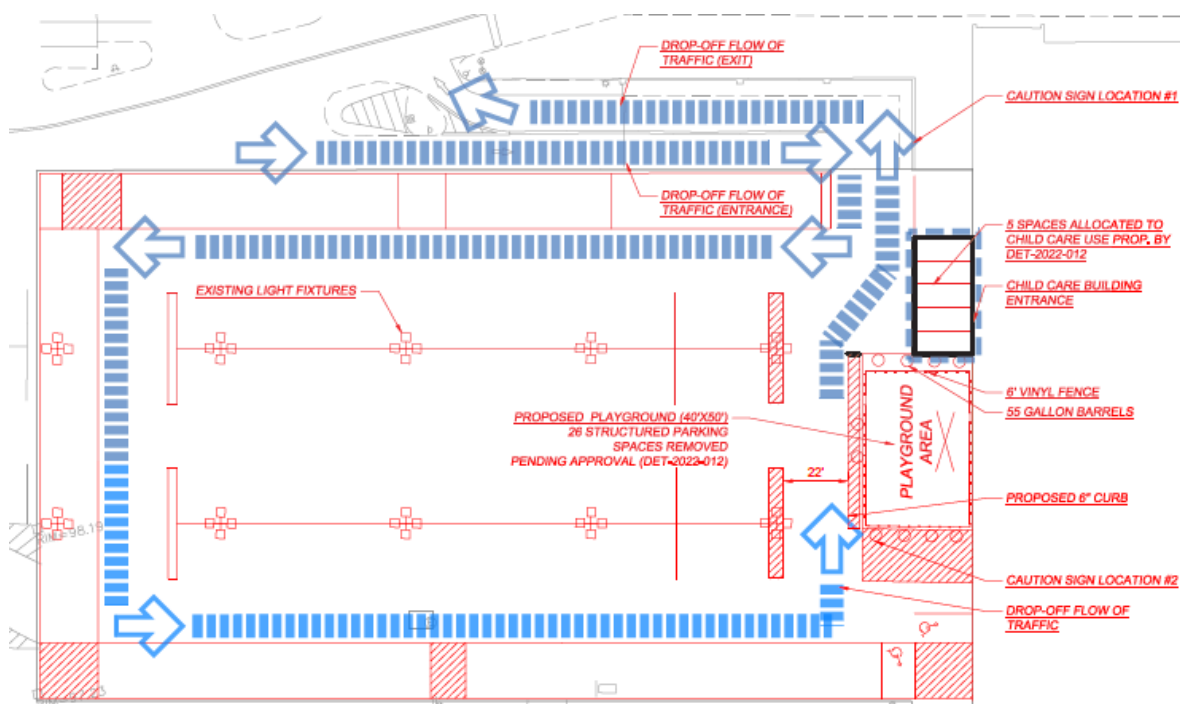


Figure 1 – Parking deck circulation

C. Signage

Signage will consist of directional wayfinding signage to assist in the control of vehicle circulation as drivers enter and exit to parking platform. No additional signage is shown on the building as part of the proposal for the childcare center. If the intent of the Applicant is to install building signage, the signage shall confirm with Prince George's County sign regulations, and the Applicant will obtain the applicable permits.

D. Facilities

1.) Play Area Barriers, Canopy, and Play Equipment

The outdoor play area is proposed to be enclosed by 6-foot high white vinyl fence panels with open slats with two (2) egress doors. To provide a level of safety between children and vehicles, the Applicant is proposing a series of 55-gallon blue barrels (Figure 2) filled with water. Staff was concerned about the aesthetics of the barrels, and is more concerned with the overall safety. To address this, the Applicant has agreed to add additional barrels to achieve a spacing of no more than 8-feet between them.



Figure 2 – Barriers (Note: This image does not show white vinyl fencing)

The canopy is required to meet the special exception standards for shading in the Zoning Ordinance. However, no details are provided regarding how the canopy will be anchored to the ground. It is likely that the structure will require a building permit from Prince George's County which will address this concern at that time.

The engineered plan sheets provide no details on the amount or type of play equipment. For the most part, this will be determined by requirements from the State of Maryland. Any conditions from the City of Greenbelt on specifications may conflict with State of Maryland requirements. As a result, Staff is comfortable with play equipment details being finalized through the State's process when it occurs.

2.) Bicycle Parking

The parking deck has no bicycle parking facilities that serve any business with access from the parking deck. However, the property owner's representative agreed to install at least two (2) bike racks under the red awning on the building to serve both the childcare center and the Laugh Out Loud Play Center.

3.) Parking and Accessibility

The Application proposes to reserve five (5) parking spaces next to the building to meet parking requirements of the Zoning Ordinance. During the

review, staff noted that the engineered plan sheets were unclear whether the accessible parking was existing or proposed. However, after visiting the Subject Property staff observed two accessible parking spaces, one of which is van accessible. As a result, this Staff comment is no longer applicable. All other parking located on the parking deck will continue to be available for employees and other patrons.

IV. Conclusion

Staff is supportive of the proposed use as it provides a childcare option that is needed in the City without any impact to surrounding residential uses. The current proposal is not without its issues. Staff met with the Applicant on January 11, 2024, on-site and was able to come to agreement and/or clarify some of the issues noted during the review. It is anticipated that remaining comments will be addressed when the Applicant submits revisions to M-NCPPC. Staff will have the opportunity to review the revised plans and provide comments to M-NCPPC staff prior to Prince George's County Planning Board hearing if necessary. Staff will also have the opportunity to testify at the Planning Board hearing as well, if necessary.

City staff recommends the Council submit a letter of support for the SPE Application with the following conditions:

- The property owner agrees to install at least two (2) bike racks under the building awning.
- The Applicant agrees to fill the barrels with water to add mass and install the barrels with no more than 8 feet of spacing between each barrel.
- The Applicant must obtain all relevant permits for construction from Prince George's County Permitting, Inspections, and Enforcement (DPIE).
- The Applicant agrees that the large shade canopy will meet all County permitting requirements, and erecting this structure may require a building permit from Prince George's County DPIE.
- All play equipment must meet the standards of the State of Maryland for a childcare center.
- The Applicant agrees to update their submittal to include ITE Land Use classifications, peak hour trip generation.

At their January 17, 2024, meeting, APB concurred with Staff's recommendation and conditions, voting 4-0 in support of the SPE Application, with three (3) members absent.

Attachments:

Attachment A – Applicant's Statement of Justification

Attachment B – Site Plan, Sheet 1

Attachment C – Site Plan, Sheet 2

January 22, 2024

Chair Peter A. Shapiro
Prince George's County Planning Board
14741 Governor Oden Bowie Drive
1616 McCormick Drive
Largo, MD 20774

RE: SPE-2022-012, LOL Childcare Station

Dear Chair Shapiro:

We are writing to express support for SPE-2022-012, which City Council voted [ADD] to [ADD] to support on January 22, 2024, with the conditions below.

Greenbelt Planning Staff has worked with the applicant to address the review comments supplied to M-NCPPC staff during the Subdivision and Development Review Committee (SDRC) process. The applicant and property owner have agreed to the following conditions:

- The property owner agrees to install at least two (2) bike racks under the building awning.
- The Applicant agrees to fill the barrels with water to add mass and install the barrels with no more than 8 feet of spacing between each barrel.
- The Applicant must obtain all relevant permits for construction from Prince George's County Permitting, Inspections, and Enforcement (DPIE).
- The Applicant agrees that the large shade canopy will meet all County permitting requirements, and erecting this structure may require a building permit from Prince George's County DPIE.
- All play equipment must meet the standards of the State of Maryland for a childcare center.
- The Applicant agrees to update their submittal to include ITE Land Use classifications, peak hour trip generation.

The City views this application as a needed land use in this part of Greenbelt. We are looking forward to working with the business owner in the future.

If you have any questions regarding the City's position on this matter, please contact Ryan Sigworth, AICP, Community Planner, at 240-542-2042.

Sincerely,

Emmett V. Jordan
Mayor

cc: Greenbelt City Council
Josué Salmerón, City Manager
Tim George, Assistant City Manager
Terri Hruby, Director of Planning & Community Development
Jaime Fearer, Assistant Planning Director
Advisory Planning Board

Via email and mail



SPECIAL EXCEPTION, LAUGH OUT LOUD CHILDCARE STATION

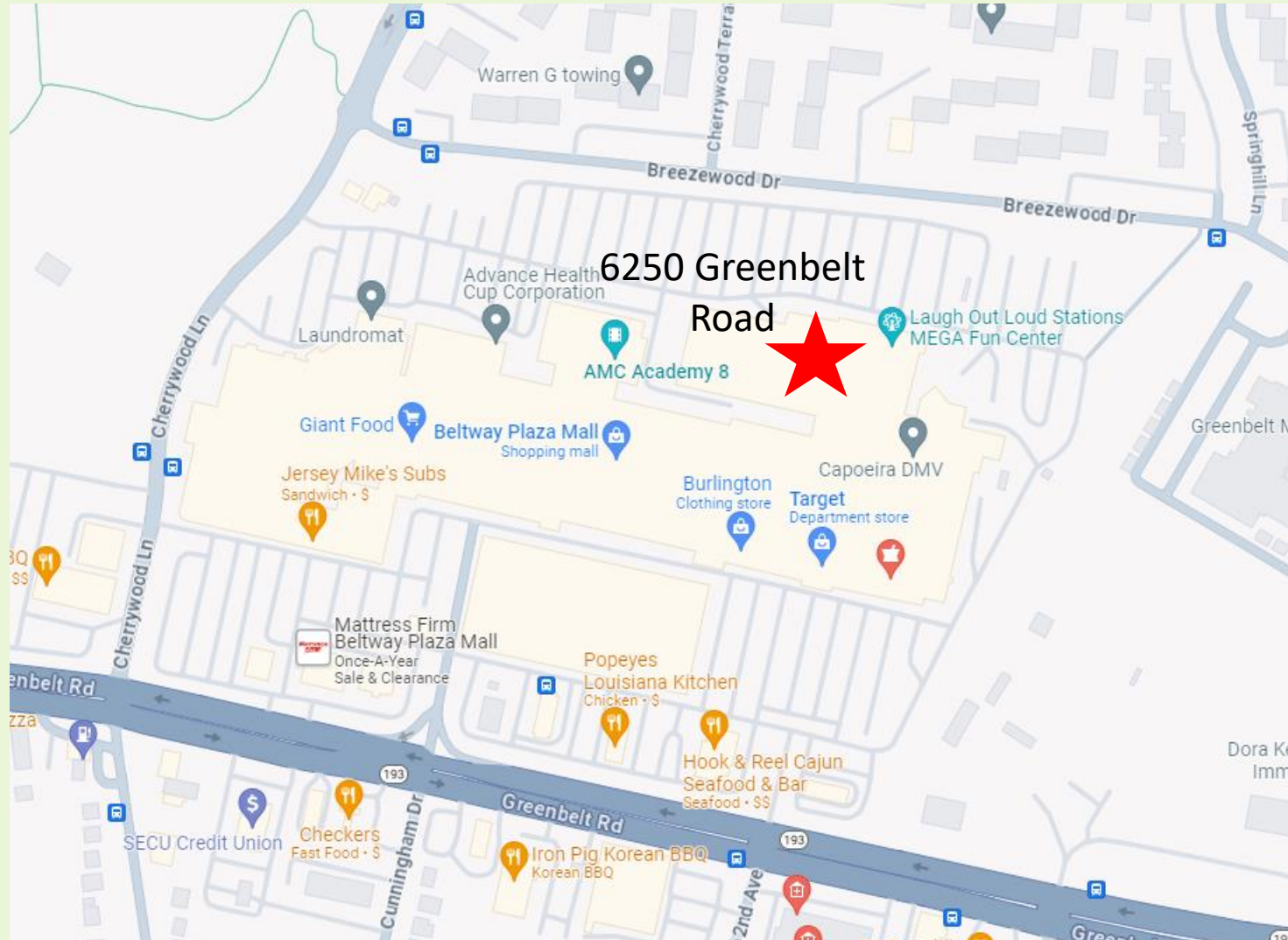
STAFF PRESENTATION JANUARY 22, 2024

- Applicant:** LOL Enterprises, LLC
- Case:** Special Exception – SPE-2022-012, LOL Childcare Station
- Address:** 6250 Greenbelt Road
- Submittals:** Statement of Justification
Site Plan
Trip Generation Statement



SPECIAL EXCEPTION SPE-2022-012

6250 GREENBELT ROAD (LOL CHILDCARE STATION)



Source: Google Maps



SPECIAL EXCEPTION SPE-2022-012
6250 GREENBELT ROAD (LOL CHILDCARE STATION)



Size:
12.7 Acres

Zoning:
Current: CGO

Prior: M-U-I

Current Use:
Beltway Plaza Mall

Source: PGAtlas



SPECIAL EXCEPTION SPE-2022-012 6250 GREENBELT ROAD (LOL CHILDCARE STATION)

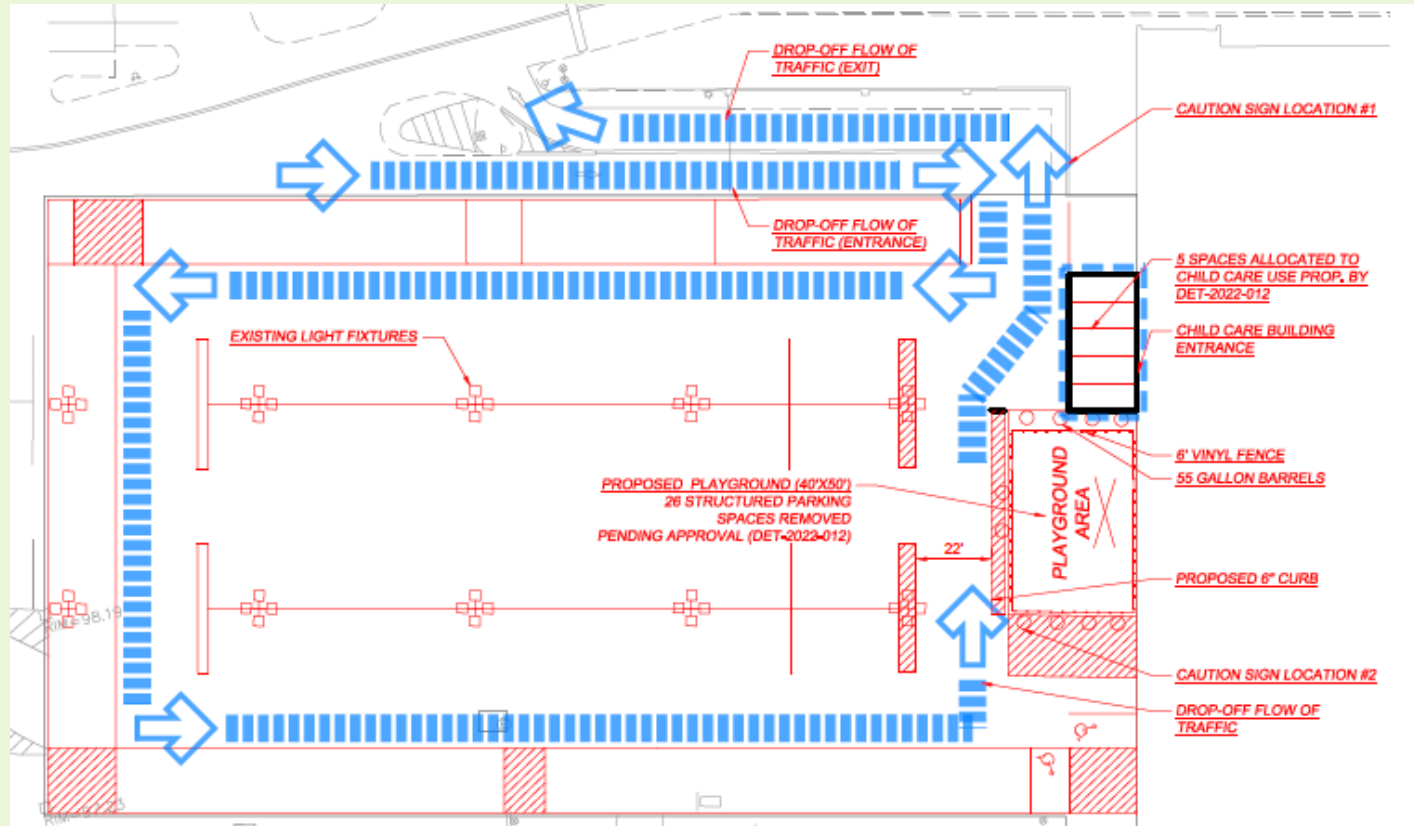


Source: Google Maps



SPECIAL EXCEPTION SPE-2022-012

6250 GREENBELT ROAD (LOL CHILDCARE STATION)





**SPECIAL EXCEPTION SPE-2022-012
6250 GREENBELT ROAD (LOL CHILDCARE STATION)**

STAFF RECOMMENDATION

Staff and Advisory Planning Board, at their January 17, 2024 meeting, support the special exception to allow a Child Day Care Center for Children in the CGO zone under the following conditions:

- The property owner agrees to install at least two (2) bike racks under the building awning.
- The Applicant agrees to fill the barrels with water to add mass and install the barrels with no more than 8 feet of spacing between each barrel.
- The Applicant must obtain all relevant permits for construction from Prince George's County Permitting, Inspections, and Enforcement (DPIE).
- The Applicant agrees that the large shade canopy will meet all County permitting requirements, and erecting this structure may require a building permit from Prince George's County DPIE.
- All play equipment must meet the standards of the State of Maryland for a childcare center.
- The Applicant agrees to update their submittal to include ITE Land Use classifications, peak hour trip generation.

City Council Agenda Item Report

Meeting Date: January 22, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS 90 minutes (8:15 - 9:45 pm)

Subject:

Council Discussion on Legislation Bills and Testimony

Suggested Action:

Mayor Jordan requested this item be added to the agenda.

Background:

In the dynamic landscape of state and county legislatures, numerous bills are continually introduced that have direct implications for the City of Greenbelt and its residents. Historically, the council has recognized the necessity of actively participating in the legislative process to ensure that the city's interests are adequately represented and protected. Mayor Jordan's request stems from a persistent need for a systematic and proactive approach to legislative engagement that aligns with the city's strategic goals and the welfare of its citizens.

Necessity for Legislative Tracking and Outreach: The city's current capacity to monitor legislative developments and engage with policymakers at the state and county levels should be discussed, specifically how to track bills, analyze their impact, and establish communication channels with relevant legislative bodies.

Advocating for Greenbelt's Interests: How should Council deliberate on bills and their impact on residents to effectively comment, support or oppose legislation that affects the city and its residents? The focus is on developing a framework that allows for timely and authoritative responses to legislative activities, ensuring that Greenbelt's voice is heard on matters that affect our community.

Coordination of City Responses: Considering the fast-paced nature of legislative sessions, the council should discuss strategies to streamline the decision-making process for city responses to pending legislation. The goal is to maintain agility in our advocacy efforts without being constrained by Council's meeting schedule.

Proposal for Legislative Consulting Services: The City Manager is pursuing proposals from consulting firms specializing in legislative advocacy. The objective is to enhance the city's capacity to influence legislative outcomes in favor of our legislative priorities and the interests of our residents.

Attachments:

City Council Agenda Item Report

Meeting Date: January 22, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS 90 minutes (8:15 - 9:45 pm)

Subject:

Approval of Agenda for Council Retreat on January 27, 2024

Suggested Action:

Included in Council packet is a copy of the draft agenda for the Council's Retreat for Saturday, January 27th, 2024.

Staff recommends that the Council approval the agenda as presented.

Attachments:

[Greenbelt Council Retreat Agenda January 27 2024.pdf](#)



Maryland Municipal League

The Association of Maryland's Cities and Towns

Greenbelt City Council Retreat Agenda

January 27, 2024 9:00 a.m.

- I. Introductions and Retreat Goals
 - A. Foster working relationships
 - B. Better understand roles and responsibilities
 - C. Develop short-term goals
- II. Establish Ground Rules
- III. Gathering: The Personal Life Experience That Led You to Run for Office
- IV. Team Building: How Relationships Foster Trust
 - Exercise #1
 - **10-Minute Break** -
- V. Council-Manager Form/Roles & Responsibilities
- VI. Exercise #2 (All) – Effective meeting brainstorm
- VII. Council Goal Setting Introduction
 - **Lunch** -
- VIII. Goal Setting Exercise
 - A) Brainstorming goals
 - B) Highlight Values, Commonalities, Resources and Partners
 - C) Prioritization
- IV. Compare with 2021 Workplan
- V. Discussion/Next Steps

City Council Agenda Item Report

Meeting Date: January 22, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS 90 minutes (8:15 - 9:45 pm)

Subject:

Discussion on Scheduling Work Session for a Citizen Presentation(s) Regarding Municipal Building

Suggested Action:

Council will discuss the Advisory Planning Board's report (Municipal Building Feasibility Study).

Attachments:

[APB Report 2024-01_Municipal Building Feasibility Study_FINAL.pdf](#)

[2024.01.19_Rethinking the Municipal Building.pdf](#)

ADVISORY PLANNING BOARD**REPORT NO. 2024-01****REPORT TO COUNCIL****Date: 1/18/2024****SUBJECT: Municipal Building Feasibility Study****BACKGROUND:**

On January 17, 2022, the Advisory Planning Board (APB/Board) received a presentation from David Whaples and Board Member Isabelle Gournay entitled, “A City Hall for 21st Century Greenbelt.” Both Ms. Gournay and Mr. Whaples are Greenbelt residents and have backgrounds in architecture; Ms. Gournay is currently vice-chair of the APB.

Ms. Gournay and Mr. Whaples created the presentation in response to the City’s ongoing Municipal Building Feasibility Study, in which they call for “a holistic and mindful process to select the location and define the design Greenbelt’s city hall.” During the presentation and resulting discussion, Mr. Whaples and Ms. Gournay provided an overview of historical benchmarks, several strategies and options for spatial requirements, a proposed process for site selection, a preferred location, and proposed details and key priorities for a new Council chamber. As an example of the proposed process, several sites were analyzed: the current Municipal Building location, the Greenbelt Volunteer Fire Department building, the Armory site on Greenbelt Rd. and Southway, and the vacant area behind the *Mother & Child* statue in Roosevelt Center. Based on the analysis provided under the proposed methodology, the presentation determined the site in Roosevelt Center to be the preferred location.

ANALYSIS:

In the resulting discussion, Mr. Whaples and Ms. Gournay made clear that their presentation is meant to advocate for improvements and expansion of the current Feasibility Study to incorporate a more varied set of strategies from which to identify the preferred spatial organization and site selection. In addition, they advocated for more structured and expert input from members of the community that would inform the final decision and lead to a municipal center that reflects the unique character of Greenbelt.

Board members expressed support for the content of the presentation and acknowledged the importance of incorporating more community input into the process. Several ideas were discussed, including engaging a task force of community and subject-matter experts to develop the site selection strategy and design plans, deploying a community-wide survey to garner input, and ensuring the incorporation of the current feasibility study work completed to date.

RECOMMENDATION:

In consideration of the presentation provided by Mr. Whaples and Ms. Gournay, the ongoing feasibility study work to date, and the resulting discussion during the APB meeting on January 17, 2024, the Board voted 4-0 (with three absences) to recommend to Council that the City establish a public process to determine the scope and location of the potential municipal building, facilitate community input, and incorporate the planning process to date.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'BF', is written over the printed name Benjamin Friedman.

Benjamin Friedman
Chair

CITY OF GREENBELT, MARYLAND

OFFICE OF THE CITY MANAGER

25 CRESCENT ROAD, GREENBELT, MD. 20770



Josué Salmerón
City Manager

MEMORANDUM

Date: January 19, 2024
To: Council
Re: Rethinking the Municipal Building: A Visionary Approach

Dear Council,

On January 12th, I attended a presentation by David Whaples and Isabelle Gournay that offered a visionary approach to the future of our municipal building. Their presentation delved into how the municipal building should integrate with its community, considering both function and physical presence.

David and Isabelle presented a conceptual framework that prompts us to reconsider not just the necessity for more space or upgraded facilities, which is clear, but more critically, the location and creation of these civic spaces. Their presentation raised the question of whether demolishing and constructing a new municipal building at its current site aligns with our vision for municipal services and community integration. What is our Vision?

Have we explored all viable options? With a new Council and City Manager, is it time to revisit these discussions? The issue isn't whether we need the space but where and how we should create or build these spaces to serve our residents best.

Given these thought-provoking questions and ideas in their presentation, I recommend that Council hold a work session to hear directly from David Whaples and Isabelle Gournay.

Enclosed is the APB report on this presentation.

Sincerely,

City Council Agenda Item Report

Meeting Date: January 22, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS 90 minutes (8:15 - 9:45 pm)

Subject:

Authorize City Manager to purchase 2023 Chevy Bolt

Suggested Action:

Reference: Memorandum - B. Townsend - 01/19/24

Tony Rhodes Sport Chevrolet Co Inc. Invoice

On Monday, January 8th, Greenbelt Council approved the purchase one, 2024 Chevrolet Bolt EV per the Montgomery County Contract price from Hertrich Fleet Services for \$28,114. On Tuesday, January 9th when placing the order staff was notified that all remaining Bolt's at Hertrich were sold and would not be able to honor the order.

After extensive research staff has found an on the lot Bolt EV LT2 for \$32,199.00 piggybacking on the State of Maryland contract, BPO 001B3600369 from Sport Chevrolet. This vehicle also qualifies for the MEA Grant funds that has a reimbursement of \$7,500. See attached pricing from Sport Chevrolet.

Staff recommends Council approve the following purchase:

- One, 2023 Chevrolet Bolt per Maryland State bid BPO 001B3600369 from Sport Chevrolet Co Inc., 3101 Automobile Blvd., Silver Spring, MD 20904 at the price of \$32,199.00

Attachments:

[Memorandum - B. Townsend - 01/19/24.pdf](#)

[Tony Rhodes Sport Chevrolet Co Inc. Invoice.pdf](#)

CITY OF GREENBELT
Department of Public Works
555 Crescent Road – Greenbelt, Maryland 20770
301.474.8004

MEMORANDUM

Date: January 19, 2024
To: Josué Salmerón, City Manager
From: Brian Townsend, Assistant Public Works Director
VIA: Brian Kim, Acting Public Works Director
Re: Purchase of One (1) Planning and Community Development Electric Vehicle

Purchasing New Vehicles

On Monday January 8th. Greenbelt council approved the purchase one, 2024 Chevrolet Bolt EV per the Montgomery County Contract price from Hertrich Fleet Services for \$28,114. On Tuesday January 9th when placing the order staff was notified that all remaining Bolt's at Hertrich were sold and would not be able to honor the order.

After extensive research staff has found an on the lot Bolt EV LT2 for \$32,199.00 piggybacking on the State of Maryland contract, BPO 001B3600369 from Sport Chevrolet. This vehicle also qualifies for the MEA Grant funds that has a reimbursement of \$7,500. See attached pricing from Sport Chevrolet.

Summary Recommendations

Staff recommends Council approve the following purchases:

- One, 2023 Chevrolet Bolt per Maryland State bid BPO 001B3600369 from Sport Chevrolet Co Inc., 3101 Automobile Blvd., Silver Spring, MD 20904 at the price of \$32,199.00



Tony Rhodes
Sport Chevrolet Co Inc
3101 Automobile Blvd
Silver Spring, MD 20904
240-560-5375
301-674-8206 Cell

Brian Townsend
City of Greenbelt

01/19/2024

State of Maryland BPO 001B3600369

Type 9 Compact Utility Vehicle

Base:	\$28024.00
Upgrade To Bolt EV:	\$4156.00
Temporary Tag:	\$19.00
Summit White:	No Charge

Total:	\$32199.00
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This vehicle is in stock for immediate delivery.

Tony Rhodes

City Council Agenda Item Report

Meeting Date: January 22, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section: OTHER BUSINESS 90 minutes (8:15 - 9:45 pm)

Subject:

Meetings

Suggested Action:

Attachments:

[meetings.pdf](#)

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

1/17/2024 3:26 PM



City Council Meetings & Work Sessions
January – February

Special Meeting – Council Candidate Interviews	Tues.	01/23	7:00 pm
Special Meeting/Closed Session – Deliberation and Selection	Wed.	01/24	7:00 pm
Four Cities Meeting (City of College Park)	Thurs.	01/25	7:00 pm
Council Retreat	Sat.	01/27	9am-2pm
Work Session – City Manager's Update/ FY 2025 Pre-Budget Discussion	Mon.	01/29	7:30 pm
Special Meeting/Closed Session – Personnel and Pending Legal Matters	Mon.	01/29	Following WS
Work Session – Buddy Attick Park Draft Master Plan	Wed.	01/31	7:30 pm
Advisory Board Interview	Mon.	02/05	7:10 pm
Work Session – Municipal Building Architect Study Update/Greenbelt Access TV (Tentative)	Mon.	02/05	7:30 pm
Greenbelt Business Conference (Martin's Crosswinds)	Wed.	02/07	8:30 – 10:30 am
Work Session – TBD	Wed.	02/07	7:30 pm
Regular Meeting	Mon.	02/12	7:30 pm
No Meeting	Wed.	02/14	7:30 pm
No Meeting – Presidents' Day	Mon.	02/19	
Work Session – Franklin Park at Greenbelt Station	Wed.	02/21	7:30 pm
Regular Meeting	Mon.	02/26	7:30 pm
Work Session – Religious/Spiritual Organization (tentative)	Wed.	02/28	7:30 pm

This schedule is subject to change. For confirmation, call 301-474-8000. Regular and Special meetings and Work Sessions are open to the public. If special accommodations are required for any disabled person, please call 301-474-8000 or 301-474-3870 no later than 10 a.m. on the meeting day. Deaf individuals are advised to use Video Relay Services (VRS) at 711 or e-mail banderson@greenbeltmd.gov to reach the City Clerk. Unless otherwise noted, meetings will be held in the Council Chambers in the Municipal Building (MB) at 25 Crescent Road and virtually by Zoom. Zoom meeting information for public participation is posted on the City's website at www.greenbeltmd.gov on the meeting calendar.

Bonita Anderson, City Clerk

A NATIONAL HISTORIC LANDMARK

(301) 474-8000

fax (301) 441-8248
www.greenbeltmd.gov

MD RELAY 711

CITY OF GREENBELT, MARYLAND

25 Crescent Road, Greenbelt, MD 20770-1891



1/17/2024 3:26 PM

Ready to be scheduled:

Townhall Meeting: Virtual Meetings Accessibility
for Blind and Visually Impaired
City Contracting Policy
Walk-way fixture
Verde Apartments
Greenbelt Road Corridor
Prince George's County Council (*Provided
December dates*)
WSSC (*March/April*)
Bureau of Engraving and Printing
Beltway Plaza (stakeholder)
Religious/Spiritual Organizations (*February 28th*)
Office of Human Rights (*April*)

For later scheduling:

Zoning Enforcement
Parkway Apartment Owners/GHI (*parking*)
Northway Fields Master Plan
City Manager Updates (Jan, Pre-budget; July &
Sept/Oct)
Meeting with County on Transportation Plan
Museum Plan
Bernard Penney (*Memorial Donation in honor of
Leonie Penney*)
Potential Bond Referendum/Capital Financing
Cemetery Plans
MARC Train Service/ MDOT
Arts & Entertainment District
EV Chargers Five Year Plan
Fleet Vehicles Ten Year Plan
GHI/Prince George's County (Stormwater issues)

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MD RELAY 711

City Council Agenda Item Report

Meeting Date: January 22, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section: OTHER BUSINESS 90 minutes (8:15 - 9:45 pm)

Subject:

Stakeholder List

Suggested Action:

Attachments:

[Stakeholder Schedule.pdf](#)

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

City Council Agenda Item Report

Meeting Date: January 22, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS 90 minutes (8:15 - 9:45 pm)

Subject:

Approval of Agenda for the Four Cities Coalition Meeting on January 25, 2024

Suggested Action:

Approval of this item on the consent agenda will indicate Council's intent to approve the City of Greenbelt agenda items for the Thursday, January 25th, 2024, Four Cities Coalition Meeting.

Attachments:

[Four Cities Agenda 012524.pdf](#)

Four Cities Coalition

Thursday, January 25, 2024

Hybrid Meeting

Hosted by City of College Park

7:30 p.m.

In Person: College Park City Hall, 2nd Floor Council Chambers

Zoom: <https://zoom.us/j/96861691507>

AGENDA

Presentation by Kyla Hanington

Public Outreach and Engagement Division Manager

Prince George's County Office of Human Rights

1. Berwyn Heights:

- County Tax Differential Task Force legislation
- Crossing Guard shortage
- Food and Housing Insecurity issues

2. College Park:

- Follow up discussion on the north county animal shelter
- Proposed cuts to the Maryland Transportation budget

3. Greenbelt:

- FBI Relocation
- Bag Bill Implementation
- Street Sweeper Program

4. New Carrollton:

Upcoming Four Cities Meetings:

- Greenbelt: - Thursday, April 25, 2024
- Berwyn Heights: - Wednesday, July 24, 2024
- New Carrollton:



City Council Agenda Item Report

Meeting Date: January 22, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS 90 minutes (8:15 - 9:45 pm)

Subject:

Appointment to Advisory Board

Suggested Action:

Reference: Application and Code of Conduct

The City Council interviewed Bukola Pinheiro on February 7, 2022 and Carol Malveaux on October 23, 2023 for the Park and Recreation Advisory Board (PRAB).

Approval of this item on the consent agenda will indicate Council's intent to appoint both to the Park and Recreation Advisory Board.

Attachments: