



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/89250998236?pwd=ZjJqK1djTWhBeGYzUjNPd2NhUTRyd09>

**Dial-in: 301 715 8592
Webinar ID: 892 5099 8236
Passcode: 367495**

**Monday, January 8, 2024
7:30 PM**

I. ORGANIZATION

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

7. Presentations
 - 7a. Dr. Martin Luther King Jr. Day of Service Proclamation
Suggested Action:
In remembrance of Dr. Martin Luther King Jr. The City of Greenbelt will issue a proclamation in recognition of a Day of Service. Mr. Kevin Carpenter-Driscoll, the City's Environment Coordinator, will be present to give an overview of this year's Day of Service.
[Day of Service.pdf](#)
[MLK Day Agenda 2024.pdf](#)
- *8. Minutes
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-1475#docan2352_4054_3510
- *10. Committee Reports
 - *10a. Advisory Committee on Education Report #24-01 (ACE Grant Funds Approval)
Suggested Action:

It is recommended that the City Council accept this report.
[ADVISORY COMMITTEE ON EDUCATION Greenbelt Cinema Event.pdf](#)

III. LEGISLATION

11. A Resolution to Repeal and Reenact with Amendment Resolution Number 2097 to Adopt Standing Rules for the Council of the City of Greenbelt, Maryland

- 2nd Reading, Adoption

Suggested Action:

Reference: Resolution

Council reviewed the Standing Rules document at its Work Session on December 6, 2023. The resolution included in Council's packet reflects the results of that discussion.

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

[StandingRules2024.pdf](#)

IV. OTHER BUSINESS

12. Award of Purchase - Planning and Recreation Vehicles

Suggested Action:

Reference: Memorandum - B. Townsend, November 21, 2023

2023 Ford Mache Quote

2023 Chevy Bolt Quote

2023 Ford F-550 Quote

The Fiscal Year (FY) 2024 budget includes \$80,000 for the purchase of two vehicles, One (1) Recreation Department and One (1) Planning and Community Development. Staff has identified the Ford Mache - small electric SUV riding on the Baltimore County Contract #0045404 at the price of \$47,491.30 and the Chevrolet Bolt riding the Montgomery County contract for a 2024 Chevrolet Bolt contract price of \$28,114. Each of these vehicles qualify for the MEA Grant funds that has a reimbursement of \$7,500 for each vehicle bringing the total \$60,605.30 for budget. See attached pricing from Criswell Chevrolet Fleet Sales.

The FY 2024 budget also has \$115,783.47 for the replacement of Public Works box truck #465. Staff has identified Baltimore County Contract #0004504 for this replacement purchase with a 2024 Ford F-550 box truck. (see attached quote).

Staff recommends Council approve the following purchases:

- One (1), 2024 Ford Mache Electric SUV and One (1), 2024 Ford F-550 box truck per Baltimore County contract from Apple Ford, Fleet/Government Sales, 8800 Stanford Blvd. Columbia, MD 21405 for \$163,274.77
- One (1), 2024 Chevrolet Bolt per the Montgomery County Contract price from Hertich Fleet Services, Inc., 1427 Bay Road, Milford, DE 19963 for \$28,114.

[Memorandum - B. Townsend, November 21, 2023.pdf](#)

[Greenbelt MachE Quote2023.pdf](#)

[Fwd_ 2023 Chevy Bolt Quote.pdf](#)

[Greenbelt F550 Quote boxtruck.pdf](#)

13. Approval of Community Development Block Grant (CDBG) Program Year (PY 49) Contract for Roadwork Improvements at Springhill Lane.

Suggested Action:

Reference:

Memorandum, B. Kim, 12/21/2023

Department of Housing & Community Development Letter, L. Murphy, 12/14/2023

Contract

On December 14, 2023, the City of Greenbelt received fully executed Operating Agreement for CDBG PY49 from PG County Department of Housing and Community Developing. The agreement awarded the City One-Hundred Twenty Thousand and Five-Hundred and Sixty-Three Dollars (\$120,563.00) to address street improvements to include road and concrete works from Breezewood Drive to Market Street.

Included in Council packet is memorandum outlining the project details and letter from the Department of Housing and Community Development.

Staff recommends that the Council approve the contract for roadwork improvements at Springhill Lane with VMP Co., Inc. located at 9635 Annapolis Road, Lanham, Maryland 20706 for a total project cost of \$120,563.00.

[23.12.21_Memo_CDBG_PY49_VMP.pdf](#)

[PY 49 CITY OF GREENBELT FRANKLIN PARK STREET IMPROVEMENTS LETTER.pdf](#)

[VMP_Short_Contract_PY49_DRAFT.pdf](#)

14. Council Activities

15. Council Reports

16. Meetings

Suggested Action:

Closed Session: Tonight, the City Council will hold a closed session, immediately following the Council Meeting, in the Council Chambers, to discuss a potential litigation. The following motion is required to move into a closed session: I move that Council go into Closed Session in accordance with Section 3-305(b)(8) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland; 1) to consult with staff, consultants, or other individuals about pending or

potential litigation.

The purpose of this meeting will be to discuss a potential litigation.

[meetings.pdf](#)

*17. Stakeholder List

[Stakeholder Schedule.pdf](#)

*18. Reappointment to Advisory Board

Suggested Action:

Reference: Reappoint Survey

The following individuals have indicated their willingness to continue to serve on City Advisory Boards and Committees:

Elizabeth Terry - Board of Elections

Carol Shaw - Senior Citizen Advisory Committee

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

*19. Approval of Greenbelt Theatre Management Agreement

Suggested Action:

The Greenbelt Cinema, known initially as Old Greenbelt Theatre, is a historic cinema built in the Art Deco style between 1937 and 1938. It is located at 129 Centerway within the Greenbelt Historic District, Maryland.

This cinema, having opened on September 21, 1938, with a rich history including screenings of classic films, was saved from closure in 2002 by the City of Greenbelt, ensuring its continued operation as a movie theater.

The cinema underwent significant renovations from 2014-2015, including modernizations and restorations, thanks to the City's efforts and funding, enhancing its role as a cultural landmark. The cinema, managed by Friends of the Greenbelt Theatre, serves as a unique nonprofit venue with two screens and a capacity of 368 in the main auditorium, contributing significantly to Maryland's cultural landscape and the party's desire to continue the legacy of the Greenbelt Cinema through a collaborative management agreement, honoring its history and community significance.

This Agreement reflects a commitment to the stewardship and enhancement of this historic theatre, preserving its role as a centerpiece of cultural and social

engagement in Greenbelt, Maryland.

[2024.01.08_Management Agreement_Greenbelt Cinema.pdf](#)
[Theater Agreement 12-22-23 v5 CleanVersion.pdf](#)

20. Reopening Application Period for City Council Vacancy Appointment

Suggested Action:

Requested by Danielle McKinney and Kristen Weaver

After listening to the feedback of many residents, including declared candidates to fill the vacancy on City Council, we feel it's important to have an additional open period for applications for the vacancy. This will ensure that a wider cross-section of the Greenbelt community is aware of the opening and has the opportunity to consider applying. While this delays the process slightly, it still allows for a new councilmember to be in place before the council retreat takes place on January 27th and budget conversations begin in February.

09 January: window opens to pick up applications, begin promotion on City website, social media, and other avenues

11 January: publication in the Greenbelt News Review

18 January, 5:00 pm: deadline to submit application materials

23 January: Special Meeting for Candidate Interviews

24 January: Special Meeting for Deliberation and Selection

City Council Agenda Item Report

Meeting Date: January 8, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Special Meeting Item

Agenda Section: ORGANIZATION

Subject:

Meditation and Pledge of allegiance to the Flag

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: January 8, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Proclamation

Agenda Section: COMMUNICATIONS

Subject:

Dr. Martin Luther King Jr. Day of Service Proclamation

Suggested Action:

In remembrance of Dr. Martin Luther King Jr. The City of Greenbelt will issue a proclamation in recognition of a Day of Service. Mr. Kevin Carpenter-Driscoll, the City's Environment Coordinator, will be present to give an overview of this year's Day of Service.

Attachments:

[Day of Service.pdf](#)

[MLK Day Agenda 2024.pdf](#)

PROCLAMATION

Whereas, Dr. Martin Luther King Jr. devoted his life to advancing equality, social justice, and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union; and

Whereas, Dr. King's teachings continue to guide and inspire us in addressing challenges in our communities; and

Whereas, the King Holiday and Service Act, enacted in 1994, designated the King Holiday as a national day of volunteer service, and charged the Corporation for National and Community Service with leading this effort; and

Whereas, since 1994, millions of Americans have been inspired by the life and work of Dr. Martin Luther King Jr. to serve their neighbors and communities on the King Holiday; and

Whereas, the King Day of Service is the only federal holiday commemorated as a national day of service, offering an opportunity for Americans to give back to their communities on the holiday and make an ongoing commitment to service throughout the year; and

Whereas, King Day of Service projects are being organized by a wide range of nonprofit and community organizations, educational institutions, public agencies, private businesses, and other organizations across the nation; and

Whereas, residents of the City of Greenbelt have the opportunity to participate in events throughout our city on the King Day of Service, January 15, 2024, as well as create and implement community service projects where they identify the need; and

NOW, THEREFORE, I, Emmett V. Jordan, hereby proclaim the Martin Luther King Jr. Holiday as a

DAY OF SERVICE

in the City of Greenbelt and call upon the people of Greenbelt to pay tribute to the life and works of Dr. Martin Luther King Jr. through participation in community service projects on Martin Luther King Day and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Greenbelt, Maryland, to be affixed this 8th day of January 2024.

Emmett V. Jordan, Mayor

ATTEST: _____
Bonita Anderson, City Clerk



Volunteer Event Schedule

Martin Luther King Jr. National Day of Service

January 15, 2024 from 10 am – 1 pm

Location:

Buddy Attick Park

Monday, January 15th

Registration

- Volunteer registration paperwork

9:45 am – 10:05 am

Orientation

- Introduce staff from Greenbelt Public Works and describe the scope and importance of the day's work (Kevin)
- Martin Luther King Jr. National Day of Service Proclamation (Mayor Jordan)

10:05 am – 10:25 am

Service

- Volunteers will work with PW personnel to remove invasive vines and to add/replace caging around trees as part of the Living with Beaver program.

10:25 am – 12:45 am

Clean Up

- Return gloves and equipment to Public Works truck (All)

12:45 pm – 1:00 pm

- Thanks for service, final wrap up, and group picture (Kevin)

Follow Up: Write a News Review article describing the event turnout (# of volunteers, what was removed, quotes, pictures, etc.).

Contacts:

Kevin Carpenter-Driscoll
Chondria Andrews

kdriscoll@greenbeltmd.gov (240) 542 -2168
candrews@greenbeltmd.gov

City Council Agenda Item Report

Meeting Date: January 8, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Meeting Minutes

Agenda Section: COMMUNICATIONS

Subject:

Minutes

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: January 8, 2024

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Board and Committee Reports

Agenda Section: COMMUNICATIONS

Subject:

Advisory Committee on Education Report #24-01 (ACE Grant Funds Approval)

Suggested Action:

It is recommended that the City Council accept this report.

Attachments:

[ADVISORY COMMITTEE ON EDUCATION Greenbelt Cinema Event.pdf](#)

ADVISORY COMMITTEE ON EDUCATION
REPORT TO COUNCIL
Report #24-01
Submitted: 1/4/23
Subject: ACE GRANT FUNDS APPROVAL

ACE intends to allocate any unutilized grant funds for FY24 towards supporting two events at Greenbelt Cinema.

The first event will celebrate up to 300 educators and staff from all six schools with refreshments and an entertaining film. Tentative Date: Presidents Day, Monday, February, 19, 2024 - PGCPs Students and Staff No School. Tentative Time: 12 or 1 pm
This educator's event is estimated at \$2,100.

The second will provide a unique field trip opportunity for up to 200 Greenbelt students, facilitated through a raffle system. The field trip would be \$1800. Which provides a mini popcorn to all students, educators and chaperones. The winning grade level can schedule this field trip in 2024 or 2024 - 2025 school year.

These initiatives aim to engage educators and students within Greenbelt schools, extending invitations for field trips and additional learning experiences. ACE also advocates for investments in community venues that sustain ongoing event programming for youth, encompassing the historic theater and its surrounding community.

City Council Agenda Item Report

Meeting Date: January 8, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Resolution

Agenda Section: LEGISLATION

Subject:

A Resolution to Repeal and Reenact with Amendment Resolution Number 2097 to Adopt Standing Rules for the Council of the City of Greenbelt, Maryland
- 2nd Reading, Adoption

Suggested Action:

Reference: Resolution

Council reviewed the Standing Rules document at its Work Session on December 6, 2023. The resolution included in Council's packet reflects the results of that discussion.

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

Attachments:

[StandingRules2024.pdf](#)

Introduced: December 11, 2023
1st Reading: Ms. Pope
Passed:
Posted:
Effective:

RESOLUTION NUMBER 2109

A RESOLUTION TO REPEAL AND REENACT WITH AMENDMENTS RESOLUTION NUMBER 2097 TO ADOPT REVISED STANDING RULES FOR THE COUNCIL OF THE CITY OF GREENBELT, MARYLAND

BE IT RESOLVED by the Council of the City of Greenbelt, Maryland, that the Standing Rules of the City Council, as adopted by Resolution Number 2097, are hereby repealed and reenacted with amendments to read as follows:

(existing language; deletions denoted by ~~strikeout~~;
additions denoted by double underlining)

STANDING RULES FOR THE COUNCIL OF THE CITY OF GREENBELT, MARYLAND

January 8, 2024

I. Council Meetings

1. Regular Council Meetings

- a. In accordance with the City Charter, which prescribes that the City Council shall meet not less frequently than once each month, the following schedule is hereby established for Council to meet in regular session: Regular meetings shall be held on the second and fourth Mondays, except for the months of July, August, and December when Council shall meet on the second Monday only. When any regularly scheduled meeting falls on a declared city or religious holiday the meeting shall be held on the following Tuesday at the same hour unless otherwise provided by motion of the City Council. By agreement of a majority, the Council may dispense with or reschedule any regular meeting provided that at least one meeting of Council shall be held in each calendar month. Such action shall be taken by motion at a regular meeting preceding the one to be changed where time permits.

- b. Regular meetings of the Council shall be held at 7:30 p.m. in the Council Room of the Municipal Building unless Council, by motion, designates another time or another public place within the corporate limits of the City of Greenbelt.

2. First Meeting Following Council Election

- a. At 7:30 p.m. on the first Monday following a regular Council election or run-off election, the Council shall meet at the usual place for holding its meetings, and the newly elected members shall, upon taking the oath of office, assume the duties of office. If an emergency meeting needs to be held between the election and the first meeting, the newly elected members shall take the oath of office at this meeting, and assume the duties of the office.
- b. At the organizational meeting following a Council election, the newly elected members shall, before entering upon the duties of their office, take or subscribe to the oath or affirmation prescribed by City Charter. Such oaths or affirmations shall be made before the retiring Mayor or Mayor Pro Tem, except for the Mayor who, upon being elected, shall take the same oath before the Clerk of the Circuit Court for Prince George's County or before one of the Clerk's sworn deputies
- c. At the organizational meeting following a regular Council election, a majority of the members of Council shall choose one of its members as Mayor and shall also choose one of its members as Mayor Pro Tem. If a vacancy occurs in the office of Mayor, or in case of the Mayor's absence or disability, the Mayor Pro Tem shall act as Mayor for the unexpired term or during the continuance of the absence or disability of the Mayor.

3. Committee-of-the-Whole Meetings (Work Sessions)

Committee-of-the-whole meetings (work sessions) of the City Council may be held for the purpose of receiving and discussing information on such matters as deemed desirable and to request staff to obtain such other information as Council may request, provided that no formal actions shall be taken at such meetings and provided further that such meetings shall be open to the public. Work sessions are scheduled at convenient times based upon availability of Councilmembers. Informational items to be discussed at a work session shall be identified at the beginning of the meeting. Councilmembers may report such informational items at the end of the meeting. These informational items shall be recorded in the minutes under Other Business.

4. Closed Sessions

The Council shall have the right to meet in closed sessions, which shall be closed to the public, to consider items of a sensitive nature. Such meetings shall be held in accordance with the applicable provisions of the General Provisions Article, Section 3-305 of the *Annotated Code of Public General Laws of Maryland*. Closed sessions shall be called by

the City Clerk upon the written request of the Mayor, the City Manager, or four members of Council.

5. Special Meetings

Special meetings shall be called by the City Clerk upon the written request of the Mayor, the City Manager, or four members of Council. The City Clerk shall prepare a notice of the special meeting, stating the time and place of the meeting and the subjects to be considered at the special meeting. No subjects other than stated in the notice shall be considered at the special meeting, except by unanimous consent of all members of Council. Notices of special meetings shall be served upon each member of Council and the City Manager, or left at their usual places of residence, at least two hours before the time of the meeting. It shall also be the duty of the City Clerk, immediately upon receipt of a written request for a special meeting, to make diligent effort to notify each member of Council and the City Manager, by email, text, telephone or otherwise, of such special meeting.

6. Attendance at Meetings

Members shall attend all regular and special meetings, and work sessions of the Council. If a Councilmember cannot attend a regular or special meeting of the Council because of illness or other unavoidable circumstance, the Council shall be so advised. The Council shall have the power to compel the attendance of any absent member by a majority vote of the members present at any meeting.

In the event that a councilmember is unable to physically attend the meeting and desires to participate in the meeting (including voting) by electronic means (telephone, etc.), the councilmember may do so with the approval of a majority of the Councilmembers physically present providing:

- a. The councilmember has all the materials for the meeting in his/her possession;
- b. The councilmember can be clearly heard and understood by all those present at the meeting; and
- c. The councilmember can clearly hear and understand all those present at the meeting.
- d. If the meeting is a closed session, participation must be done in a private and confidential manner.

7. Notice of Meetings of the Council

Written notice of all public meetings of the City Council shall be posted on the bulletin board at the Municipal Building, listed on the city's cable television access channels, listed on the city Website, and shared to the City's Social Media showing the date, time,

place, and topic(s) of such meetings. Notice of regular meetings of the Council, public hearings and, insofar as possible, work sessions and special meetings shall be published in the *Greenbelt News Review* the week preceding the Council meeting and shall include a preliminary agenda or, in the case of work sessions, the topic(s) to be considered.

8. Meetings of Council Open to the Public

All meetings of the Council, with the exception of closed sessions authorized by applicable state law, shall be open to the public. Residents of the city and others shall have a reasonable opportunity to be heard on any matter being considered at the meeting. This should be read at the beginning of each meeting and added to the top of each agenda. Persons desiring to speak on a matter being considered by the Council shall raise their hands, physically or virtually, in front of Council and, after being recognized by the presiding officer, shall identify themselves and their place of residence, shall confine themselves to the question under debate, avoid personalities, and refrain from impugning the motives of any Councilmember's argument or vote or the statements of any other resident or person. Residents of Greenbelt shall have precedence over others in being recognized. No person shall speak more than once upon any one subject until every other person choosing to speak thereon shall have spoken, and no person shall speak for a longer than three minutes at any one time without the consent of Council.

II. Presiding Officer

1. Presiding Officer

The Mayor or, in the Mayor's absence, the Mayor Pro Tem shall preside at all meetings of the Council. At the hour appointed for the Council to meet, the Mayor or, in the Mayor's absence, the Mayor Pro Tem shall take the chair and immediately call the members to order. At all regular meetings of Council, the roll shall be called by the City Clerk. The City Clerk shall enter in the minutes of all meetings the names of the members present.

2. Temporary Chair

In case of the absence of the Mayor and Mayor Pro Tem at a meeting of Council, the City Clerk shall call the Council to order. If a quorum is found to be present, the Council shall proceed to elect, by majority vote of those present, a Chair of the meeting who shall preside until the arrival of the Mayor or Mayor Pro Tem. The temporary Chair shall not preside beyond the adjournment of the meeting for which he or she was elected.

III. Quorum

A majority of the members elected to the Council shall constitute a quorum to conduct business. However, any number of members present may convene to compel the attendance of absent members.

IV. City Manager and Members of Staff

The City Manager shall have the right to take part in the discussion of all matters coming before the Council, and other members of staff shall be entitled to take part in discussions of the Council relating to their respective offices.

V. Minutes

1. Minutes of Meetings

The proceedings of the Council shall be briefly and accurately stated in the minutes. Titles of all ordinances and resolutions with their designated numbers shall be entered in the minutes and shall be preserved in a book for that purpose. The City Clerk shall keep minutes of all meetings, including special meetings, work sessions and closed sessions, and not less than three days before a regular meeting shall furnish each member of Council and the City Manager with copies of minutes of preceding meetings. Minutes of regular meetings should be presented for Council's approval within 30 days, unless there are mitigating circumstances reported to Council.

Under the General Provisions Article 3-306(B)(2)(i) of State Law which states that minutes of meetings are not required if live and archived video is available, the video of Council meetings will serve as meeting minutes until the written minutes of the meetings are approved by Council.

2. Minutes Open to Public Review

Minutes of regular meetings, special meetings, public hearings, public meetings, and work sessions shall be available for review in the City Clerk's office during regular office hours. However, minutes shall not be available until approved by the Council in regular meeting. Approved minutes are also posted on the City website. Minutes of closed sessions of the Council held in accordance with applicable state law shall not be open to public inspection.

3. List of Action Items

Following each work session, a list of action items shall be prepared and provided to Council. A thank-you letter should be sent out after all stakeholder meetings listing the three top action items that was discussed.

VI. Duties and Privileges of Members

1. Seating Arrangement

Members shall occupy the respective seats at the Council table assigned by the Mayor at the organizational (Charter) meeting. Any two or more members may exchange seats by joining in a written notice to the Mayor to that effect.

2. Right to Floor

- a. Before speaking on any matter, a member shall seek the floor by addressing the presiding officer and, once recognized by the chair, shall confine comments to the question under debate, avoid personalities, and refrain from impugning the motives of any other member's argument or vote. No member of Council shall interrupt another without that member's consent. To obtain such consent, the member shall first address the presiding officer.
- b. Members of Council shall not raise personnel matters pertaining to alleged improper performance or conduct of any city employee(s) or Council appointee(s) at a public Council meeting. Any concerns about the conduct or performance of any city employee(s) or Council appointee(s) shall be brought to the attention of the City Manager, or a closed session of Council may be requested to discuss the personnel matter.
- c. As a practice City Council sets policy and budget priorities within the scope of its local jurisdictional authority and on matters directly related to its local sphere of influence. As a body, City Council shall not generally take positions on foreign, national, or regional issues that do not directly affect the conduct of the City's business.

3. Right of Appeal

Any member may appeal to the Council for a ruling on a decision of the presiding officer. The member making the appeal may briefly state the reason for the appeal, and the presiding officer may explain the ruling. However, there shall be no debate on the appeal. The presiding officer shall put the question: "Shall the decision of the Chair be sustained?" If a majority of the members present vote "yes," the ruling of the Chair is sustained; otherwise, it is overruled.

4. Limitation of Debate

No member shall be allowed to speak more than once upon any one subject until every other member choosing to speak thereon shall have spoken, and no member shall speak for a longer time than five minutes without consent of Council.

5. Voting

- a. When a question is put, every member present or attending remotely by electronic means shall vote either in the affirmative, the negative or abstain. Any member shall be entitled to abstain so long as such member gives a reason for abstaining and such reason falls within one of the following:

1. When to vote would or could be considered improper pursuant to the City and State Ethics Laws.
2. When to vote could or may show bias for or against a person, organization or business that the member has a close personal relationship with thus reflecting poorly on the member and the office such member holds.
3. When for any other reason a member is not comfortable voting and has given the Chair a reason for requesting to abstain so long as excused by the Chair or Council by vote as provided for herein below.

Application to be excused from voting shall be made to the Chair before the votes are called for. After the member has briefly stated the reason for the request to be excused, the decision thereon shall be made by a super-majority of councilmembers present without debate.

Except as provided in the City Charter or these rules, all voting shall be by voice vote or by such other method as a majority of the Council shall decide for any particular vote.

- b. The “yeas” and “nays” (i.e., a vote by roll call) shall be taken upon the passage of all ordinances and resolutions and upon demand of any member made before the negative vote has been called for. Each Councilmember’s name shall be called in alphabetical order, except that the presiding officer shall be called to vote last. It shall not be in order for members to explain or comment upon their votes during roll call. A record of the “yeas” and “nays” and not voting on any roll call vote shall be entered upon the minutes of the proceedings of the Council.

6. Personal Privilege

The right of a member to address the Council on a question of personal privilege shall be limited to cases in which his or her integrity, character, or motives are assailed, questioned, or impugned.

7. Dissents and Protests

Any member shall have the right to express dissent from or protest against any ordinance, resolution, or act of Council and have the reason therefor entered upon the minutes. Such dissent or protest must be filed in writing, couched in respectful language, and presented to Council no later than the next regular meeting following the date of passage of the ordinance or resolution or action objected to.

8. Disorderly Conduct or Violation of Rules

A member of Council indulging in any language or conduct unbecoming a Councilmember shall be called to order by the presiding officer and, in such case, the offending member shall lose the floor and shall not proceed without the approval of a majority of members present. The Council may, by a vote of not fewer than six members, expel a member from a meeting for disorderly conduct or the violation of Council rules.

9. Demonstration or Disorder Among Bystanders

If any confusion, demonstration or disorder arises in the Council chamber, the presiding officer may, upon his or her initiative or upon the request of any member, enforce order. If the offending person or persons be a spectator, such person or persons may be ejected from the chamber. If any member of Council shall object to the ruling of the presiding officer, such member shall have the right to appeal to the Council.

VII. Council Procedure

1. Order of Business

The business of all regular meetings of Council shall be transacted in the following order, with items under "Other Business" to be listed in the order of greatest public interest. For the printed agenda, such determination shall be made by the City Manager, provided that, as an organizational matter, the order of business may be modified at the meeting by the presiding officer, with the consent of Council or by a motion of Council.

2. Agenda

I. Organization

Call to Order

Roll Call

Meditation and Pledge of Allegiance to the Flag

Petitions and Requests

Consent Agenda – Council and Staff Recommendations

Approval of Agenda and Additions

II. Communications

Presentations

Public Hearings

Minutes of Council Meetings

Administrative Reports

Committee Reports

III. Legislation

Ordinances – Second Reading

Resolutions – Second Reading

Ordinances – First Reading

Resolutions – First Reading

IV. Other Business

Council Activities *

Council Reports *

Meetings *

* Council Reports and Council Activities will be done at the regular meeting only if time allows. Council Reports and Council Activities may also be done at any work session. No member shall speak for more than five minutes without the consent of a simple majority of Council.

* The discussion of scheduling Meetings will be held at the Work Session preceding the next Regular Meeting.

VIII. Agenda

1. The Printed Agenda

- a. The City Manager shall include on the agenda any item at the request of any member of Council, provided that the member of Council shall have furnished to the City Manager a proposal in writing of the item for Council to enact or take other action on, and all relevant background and supporting documents to be shared with City Council and members of the public in time for inclusion with the printed agenda. The City Manager shall notify Council of this addition.
- b. At least two days before each regular meeting, the City Manager shall provide each member of Council at his or her home a copy of the agenda for the forthcoming meeting, together with copies of all ordinances, resolutions, and background material of matters to be considered at the meeting. Members of Council who do not wish to have such material delivered to their homes may so inform the City Manager and make other arrangements.
- c. Copies of the agenda and agenda comments shall be posted on the City website and on the bulletin board in the Municipal Building the Friday prior to each regular meeting. A reasonable number of copies of the agenda and agenda comments shall be available to the public at the Council meeting or earlier upon request, as available. If requested by candidates, printed copies of the agenda packet—less any material of a confidential nature but including the agenda, agenda comments, minutes of previous meetings, and background and briefing materials—shall be provided to certified candidates

2. Approval of Agenda; Consent Agenda

- a. As an item of business under Section I, Organization, the Council shall review the agenda and the consent agenda. Any member of Council or the City Manager may request the addition of an item to the agenda, or may request the removal of an item from the consent agenda so that it may be considered as a separate item of business. A request for the addition of an item to the agenda, or the removal of an item from the consent agenda, shall be a matter of consideration and shall be voted upon at the time the Council considers approval of the agenda or consent agenda, and Council action shall be reflected in the minutes of the meeting.
- b. Any member of Council who will be absent from a meeting may request that an agenda item or consent agenda item be postponed. Such a request for deferral, giving the reasons for the request, shall be submitted in writing, email or by telephone to the City Clerk, City Manager and Council. A request for deferral shall be a matter of consideration and shall be voted upon at the time the Council considers approval of the agenda or consent agenda, and Council action shall be reflected in the minutes of the meeting.

- c. The consent agenda shall be used for the group disposition of routine and minor items of business, such as approval of minutes, acceptance of board/committee reports, and such other items as designated by the City Manager. Consent agenda items will be specially identified as such. For each item of the consent agenda, Council will receive a written staff recommendation.
- d. Ordinances and resolutions, matters requiring a roll call vote or the consent of six members of Council, and items added to the agenda at the meeting shall not be placed on the consent agenda.
- e. Unless an item set forth in the consent agenda is requested to be considered separately by any member of Council or is postponed (see above), the Council, by a single motion, shall adopt the recommendations of the City Manager as set forth in writing for each item included in the consent agenda. The approved recommendations for each consent agenda item, however, shall be set forth separately in the minutes of the meeting.

3. Minutes

Reading of the minutes of the preceding meeting shall not be required unless so requested by a member of Council or unless written copies have not been provided each member of Council.

4. Petitions and Requests

Petitions and requests are defined to include any communication addressed to the City, City Manager, Council (as a body) or all individual members of Council, making any specific or general request requiring Council action. Written communications shall be first received by the Council, after which the Council shall receive petitions and requests from residents of the City present physically or virtually at the meeting. Such petitions and requests shall be heard by the Council as communications and shall not be subject to consideration or deliberations at that time. Each petitioner shall be allowed three minutes in which to state the nature of the petition and may submit such additional written information as the petitioner deems appropriate. The petitioner may be granted additional time with the consent of the Council. Where more than one person is present on behalf of the same petition, one person shall be designated principal spokesperson, and other persons shall be recognized only for the purpose of clarifying the request being made. Upon a petition or request being presented, the Council shall take one of the following actions:

- Refer to city staff for handling and disposition. The petitioner and Council shall be apprised of the disposition made within 90 days if possible.

- Refer to city staff or to an advisory board or committee for investigation, evaluation, and report to the Council at a future meeting.
- Add to the agenda of a subsequent meeting.
- By motion duly adopted, place the matter on the agenda of the current meeting.

A listing of Petitions and their status shall be posted on the City website.

5. Communications Not Requiring Council Action

If a written communication addressed to the Council does not require Council action, the City Clerk shall send copies to the members of Council, together with copies of any replies made to the communication, and the matter shall not be placed on the agenda unless a member of the Council or the City Manager requests that it be considered.

6. Anonymous Communications

Anonymous communications shall not be considered by the Council.

IX. Ordinances and Resolutions

1. Introduction

Ordinances and resolutions shall be introduced in the Council only in printed or in written form. All ordinances—except ordinances making appropriations and ordinances codifying or rearranging existing ordinances or enacting a code of ordinances—shall be confined to one subject, and the subject or subjects of all ordinances shall be clearly expressed in the title. An ordinance or resolution may be introduced for first reading by the reading of its title by any member of Council and a second is not required.

- a. Resolutions are used to set forth legal decisions and official positions of the City Council, to approve contracts, to set policy and to implement programs.
- b. Ordinances are used to update the City Code and Charter and to adopt measures as required by State law.

2. Distribution of Copies

Copies of all ordinances and resolutions shall be prepared for distribution to all members of Council, the City Manager, and the City Clerk at the meeting at which the ordinance or resolution is introduced. Whenever any member of the Council is absent from such meeting, the City Clerk shall arrange to have copies delivered.

3. First Reading

The first reading of an ordinance or resolution shall be for information. If there is no objection, the proposed ordinance or resolution shall go on the calendar for the next meeting of Council. There will generally be no public debate or testimony on the first reading of an ordinance or resolution. Council may ask questions or for clarification as to intent.

4. Review and Referral

- a. All proposed ordinances and resolutions shall be reviewed by the City Manager and/or City Solicitor before being presented for second reading and adoption. The City Manager shall provide a brief digest of the provisions thereof, and, where it is proposed to amend an existing ordinance or resolution, such digest shall indicate the changes sought to be made.
- b. If the Council so desires, any pending ordinance or resolution may be referred to any standing or special committee for study and recommendation or to the City Manager for study, recommendations, redrafting, etc.

5. Amendments

When a proposed ordinance or resolution is substantively amended upon either its first or second reading, the amended ordinance or resolution shall be considered to have had its first reading only and must be read on a second day, unless the requirement for reading it on two separate days shall be dispensed with by a vote of not fewer than six members of Council, as prescribed by the City Charter (see 8 b.).

6. Appropriation Ordinances

Ordinances making appropriations shall be confined to the subject of appropriations. Each proposed ordinance providing for an appropriation shall show fully the purpose of the appropriation and the source from which the funds are to be derived. The City Manager shall submit a written recommendation on each appropriation ordinance showing what effect the ordinance would have on the annual budget.

7. Ordinance to Issue Bonds

Ordinances to issue bonds shall meet all the requirements of the City Charter and applicable statutes.

8. Adoption

- a. After an ordinance or resolution has received a first reading, it shall be placed on the agenda for second reading at the next meeting of Council. When a proposed ordinance or resolution comes up for second reading, it may be deferred for

further study, deferred to a future meeting of Council, amended, or adopted. No ordinance or resolution shall be adopted until it has been read on two separate days, unless the requirement for reading it on two separate days shall be dispensed with by a vote of not fewer than six members of Council. The final reading of each ordinance and resolution shall be in full unless a written or printed copy thereof shall have been furnished to each member of Council prior to such reading. The "yeas" and "nays" shall be taken upon the adoption of all ordinances and resolutions and entered in the minutes of the proceedings of the Council.

b. Dispensing of Reading on Separate Days

A roll call of the "yeas" and "nays" shall be taken on a motion to dispense with the requirement of reading an ordinance or resolution on two separate days (Charter ref. Sec. 9). When a motion to suspend the rules to dispense with the requirement for reading of an ordinance or resolution on two separate days fails to receive an affirmative vote of six members, the ordinance or resolution shall go over to the next regular meeting of the Council.

c. Vote on Ordinances Revising Appropriations and Resolutions to Transfer Funds

As required by Maryland law, ordinances revising appropriations and resolutions transferring funds shall require a vote of not fewer than six members of Council.

9. Enacting Clauses

The enacting clause of all ordinances shall be "Be It Ordained by the Council of the City of Greenbelt, Maryland." The enacting clause of all resolutions shall be "Be It Resolved by the Council of the City of Greenbelt, Maryland."

10. Effective Date

All ordinances and resolutions passed by the Council shall take effect at the time indicated therein, but not less than ten days after the date of their adoption, except ordinances and resolutions of an urgent nature, which may by direction of Council become effective on date of adoption.

11. Authentication and Publication

Upon its adoption, each ordinance or resolution shall be authenticated by the signature of the Mayor and the City Clerk and shall be recorded upon a book kept for that purpose. Each ordinance and resolution shall be published as soon as possible after its adoption by posting it in a public place or places for ten days or, when required, by publishing it once within ten days in a newspaper of general circulation in the city, or both.

X. Rules of Order

1. Precedence of Motions

When a question is before the Council, motions shall have the following precedence and no motion of lesser precedence may be addressed until the motion of higher precedence is voted upon. The order from highest to lowest precedence is: a) to adjourn which is not debatable; b) to fix the hour of adjournment; c) to lay the question or issue on the table indefinitely or to a time certain; d) to call for the previous question; e) to refer; f) to amend. All motions noted herein shall be addressed to the Mayor (or Chairperson of the meeting if the Mayor is absent) and shall be voted upon by the Council after discussion by the Council and interested members of the public. Comments by the public regarding the above motions (except a motion to adjourn) shall be limited to three (3) minutes.

2. Motions to Be Stated by Chair

When a motion is made and seconded, it shall be stated by the Chair before debate. Any member may demand that it be put in writing.

3. Withdrawal of Motion

A motion may not be withdrawn by the mover without the consent of the member seconding it.

4. Motions Made Out of Order

The Chair may, at any time, with the approval of at least six members of Council permit a member to introduce an ordinance, resolution, or motion out of the regular order.

5. Motion to Adjourn - When Not in Order - Not Debatable

A motion to adjourn shall be in order at any time, except as follows: a) when repeated without intervening business or discussion; b) when made as an interruption of a member while speaking; c) when the previous question has been ordered; and d) while a vote is being taken. A motion to adjourn is not debatable.

6. Motion to Lay on the Table

A motion to lay on the table shall preclude all amendments or debate on the subject under consideration. If the motion shall prevail, the consideration of the subject may be resumed at any time by a majority vote under other business, at the same or at a subsequent meeting. A motion to table is not debatable.

7. Call the Question

Any member of Council may at any time Call the Question on a motion previously made which has had any number of proposed amendments thereto so long as such motion receives a second. Once a second to this motion is received all debate shall cease regarding any proposed amendments and the Council shall vote on the Call the Question motion without debate. If approved by a majority of a quorum of the Council, then Council shall immediately and without debate or public comment vote on only the motion previously made with the last amendment. All other amendments shall be considered as failed. If such vote passes by a majority, the Council shall move to the next item on its agenda. If the main motion fails, the secondary motion and all subsequent amendments will again be before the Council for debate and possible action. Any motions still pending at this time will be deemed lost.

8. Division of Question

If a question contains two or more divisible propositions, the presiding officer, upon request of a member, may divide the same.

9. Amend - Strike Out, etc.

On an amendment to "strike out and insert," the words to be struck out and those to be inserted shall be read, and finally the sentence or paragraph, as it would stand if so amended, shall be read.

10. Amend an Amendment

A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be introduced. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order.

11. Motion to Postpone

All motions to postpone to a certain time, excepting a motion to postpone indefinitely, may only be amended as to time. If a motion to postpone indefinitely is carried, the principal question shall be declared lost.

12. Reconsideration

After the decision on any question, any member who voted with the prevailing side may move a reconsideration of any action at the same or the next meeting. A motion to reconsider shall require the approval of at least four members of Council. After a motion for reconsideration has once been acted on, no other motion for reconsideration thereof shall be made without unanimous consent of all members of Council.

13. Suspension of Rules

Any provisions of these rules not governed by the Charter, state law, or ordinance may be temporarily suspended at any meeting of the Council by a vote of not fewer than six members of Council. The vote on any question to suspend the rules shall be by "yeas" and "nays" and shall be entered in the minutes.

A motion to suspend the rule requiring two readings on separate days shall be debatable and, upon such motion, the main question shall be open for debate.

14. Procedure in Absence of Rule

In the absence of a rule to govern a point of procedure, reference shall be had to the approved practice in parliamentary bodies.

15. Special Order

To make any subject a special order of business shall require the consent of the majority of members of Council present.

16. Tie Vote

In case of a tie in the vote on any proposal, the proposal shall be considered lost.

17. Special Committees

a. From time to time, the Council may set up Special Committees to act on special occasions or to perform other duties. Special committees may be created only by adoption of a resolution, which resolution shall clearly outline the function, authority, and responsibility of the committee, the number of persons to be on the committee, method of selection or appointment of members of the committee, reports to be required of committee, expiration date of committee, and any other pertinent information necessary for the proper functioning of the committee. Such Special Committees may also be called Task Forces.

b. Powers

No committee of any kind shall have the power of employing any person for, or on behalf of, the city or incurring any expense without prior authorization of the City Manager. The committee may request the City Manager to furnish information and assistance which may be granted, provided it is pertinent to the matter before the committee and is not in violation of provisions of the Charter or policies established by the Council.

c. Report of Committees

Committees shall submit reports from time to time as requested by the Council or the City Manager. All reports shall be in writing, and sufficient copies shall be made available for each member of Council, the City Manager, and the City Clerk.

XI. Miscellaneous

1. To Amend Rules

These rules may be amended or new rules adopted in the same manner as any other resolution is passed, except that the requirement for reading may not be waived except by unanimous consent, with a recorded vote of all members.

2. Request for Meetings by Other Parties

The Mayor and members of Council often encounter requests for meetings related to City business either with the Mayor, a member of Council, or more than one member of Council from outside parties (developers, stakeholders, elected officials, etc.). Such requests should be made known to the entire Council prior to any meeting taking place. Notification of such a request can be at a scheduled work session or meeting of the City Council or, in the case of an emergency, by direct communication from the Mayor or member of Council who was requested to meet. Unless agreed upon by a majority of Council, all members of Council may attend any such requested meeting. Further, any such meeting including four or more members of Council shall be publicized and open to the public unless a Closed Session has been properly requested.

Nothing herein shall apply to contacts made by outside parties with members of Council at a political or social function. It is understood that contacts of this type need not be reported to the entire City Council at the next regularly scheduled meeting or work session unless a request is made by such party that requires Council action.

3. Council Recognitions

Council may issue Proclamations or Letters in recognition of certain events or causes with local implications, etc. It will be the decision of the Mayor whether to issue a Proclamation or a Letter.

Generally, proclamations are official (formal) declarations by City Council and letters are official recognitions by City Council.

4. Virtual Council Meetings

Members of Council are required to be visible for the majority of the meeting, barring technical constraints or physical illness.

PASSED by the Council of the City of Greenbelt, Maryland, at its Regular Meeting of January 8, 2024.

Emmett V. Jordan, Mayor

ATTEST:

Bonita Anderson, City Clerk

City Council Agenda Item Report

Meeting Date: January 8, 2024

Submitted by: Brian Kim

Submitting Department: Public Works

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

Award of Purchase - Planning and Recreation Vehicles

Suggested Action:

Reference: Memorandum - B. Townsend, November 21, 2023

2023 Ford Mache Quote

2023 Chevy Bolt Quote

2023 Ford F-550 Quote

The Fiscal Year (FY) 2024 budget includes \$80,000 for the purchase of two vehicles, One (1) Recreation Department and One (1) Planning and Community Development. Staff has identified the Ford Mache - small electric SUV riding on the Baltimore County Contract #0045404 at the price of \$47,491.30 and the Chevrolet Bolt riding the Montgomery County contract for a 2024 Chevrolet Bolt contract price of \$28,114. Each of these vehicles qualify for the MEA Grant funds that has a reimbursement of \$7,500 for each vehicle bringing the total \$60,605.30 for budget. See attached pricing from Criswell Chevrolet Fleet Sales.

The FY 2024 budget also has \$115,783.47 for the replacement of Public Works box truck #465. Staff has identified Baltimore County Contract #0004504 fir this replacement purchase with a 2024 Ford F-550 box truck. (see attached quote).

Staff recommends Council approve the following purchases:

- One (1), 2024 Ford Mache Electric SUV and One (1), 2024 Ford F-550 box truck per Baltimore County contract from Apple Ford, Fleet/Government Sales, 8800 Stanford Blvd. Columbia, MD 21405 for \$163,274.77
- One (1), 2024 Chevrolet Bolt per the Montgomery County Contract price from Hertich Fleet Services, Inc., 1427 Bay Road, Milford, DE 19963 for \$28,114.

Attachments:

[Memorandum - B. Townsend, November 21, 2023.pdf](#)

[Greenbelt MachE Quote2023.pdf](#)

[Fwd_ 2023 Chevy Bolt Quote.pdf](#)

[Greenbelt F550 Quote boxtruck.pdf](#)

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

MEMORANDUM

Date: November 21, 2023

To: Josué Salmerón, City Manager

From: Brian Townsend, Assistant Public Works Director

VIA: Brian Kim, Acting Public Works Director

Re: Purchase of One (1) Recreation department, One (1) Planning and Community Development Electric Vehicle, One (1) Public Works Box Truck 2024

Purchasing New Vehicles

The Fiscal Year (FY) 2024 budget includes \$ 80,000 for the purchase of two electric vehicles, One (1) Recreation department and One (1) Planning and Community Development. Staff has identified the Ford MACHE- Small Electric SUV riding on the Baltimore County Contract #0004504 at the price of \$47,491.30 and the Chevrolet Bolt riding the Montgomery County contract for a 2024 Chevrolet Bolt contract price of \$28,114. Each of these vehicles qualify for the MEA Grant funds that has a reimbursement of \$7,500 for each vehicle bringing the total \$60,605.30 for budget. See attached pricing from Criswell Chevrolet Fleet Sales.

The FY 2024 budget also includes \$115,783.47 for the replacement of Public Works box truck #465. Staff has identified Baltimore County Contract #0004504 for this replacement purchase with a 2024 Ford F-550 box truck. (see attached quote)

Summary Recommendations

Staff recommends Council approve the following purchases:

- One, 2024 Ford MachE Electric SUV and one 2024 Ford F-550 box truck per Baltimore County contract from Apple Ford, Fleet/Government Sales, 8800 Stanford Blvd. Columbia, MD 21045 for \$163,274.77
- One, 2024 Chevrolet Bolt per the Montgomery County Contract price from Hertrich Fleet Services, Inc., 1427 Bay Road, Milford, DE 19963 for \$28,114.



Fleet/Government Sales

8800 Stanford Blvd. Columbia, MD 21045

11/16/23

City Of Greenbelt

Quote for 2023/24 Ford MachE Electric riding the Baltimore County Contract #0004504.

Vehicle	2023/24 Ford MachE SUV Electric	\$48,979.30
994	72 KHW STD Battery	
44A	Single Speed Trans	
STD	Power Locks, Doors, Windows, Mirrors, Bluetooth, Backup Camera.	
153	Front Tag Bracket	
BCCD	Baltimore County Contract Discount	(\$988.00)
GPC	Ford Price Concession	(\$500.00)
Color	Star White	
Interior	Ebony Cloth	
Delivery Days	120 Days Or Less	
	Net Price Per (1) Unit:	\$47,491.30

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

Thank you,
Justin Skipper

From: [Scott Silverman](#)
To: [Brian Kim](#)
Subject: Fwd: 2023 Chevy Bolt Quote for WSSC WATER
Date: Friday, January 5, 2024 3:29:36 PM
Attachments: [image.png](#)
[image.png](#)
[image001.png](#)

Spell Check by iPhone

Begin forwarded message:

From: Scott Silverman <fleet-man@msn.com>
Date: January 4, 2024 at 4:44:17 PM EST
To: "Kagan, Micah" <Micah.Kagan@wsscwater.com>
Cc: "Flores, Christine A" <Christine.Flores@wsscwater.com>
Subject: Re: 2023 Chevy Bolt Quote for WSSC WATER

There are no blue colored Bolts left.

We have two Bolt EUV (Slightly larger version) and one Bolt EV available on our retail inventory lot.



232617
Black Bolt EUV Premier
\$33,914 WSSC Contract Price

232614
Gray Bolt EUV LT
\$29,909 WSSC Contract Price



232601
 Black Bolt EV
 \$28,114 WSSC Contract Price

Scott Silverman
 Fleet Sales Manager
 Criswell Automotive
 Gaithersburg, MD

301-948-5460 Office
 240-876-8233 Mobile
fleet-man@msn.com



From: Kagan, Micah <Micah.Kagan@wsscwater.com>
Sent: Thursday, January 4, 2024 1:40 PM
To: Scott Silverman <Fleet-Man@msn.com>
Cc: Flores, Christine A <Christine.Flores@wsscwater.com>
Subject: RE: 2023 Chevy Bolt Quote for WSSC WATER

Thanks for the reply Scott. So just to confirm, the two in this link are NOT available for us to purchase?

<https://www.criswellauto.com/VehicleSearchResults?search=new&make=Chevrolet&model=Bolt+EV&year=2023>



MICAH KAGAN

Fleet Operations Manager

301.206.4277 (O)

240.636.3793 (C)

micah.kagan@wsscwater.com

From: Scott Silverman <Fleet-Man@msn.com>
Sent: Thursday, January 4, 2024 1:04 PM
To: Kagan, Micah <Micah.Kagan@wsscwater.com>
Cc: Flores, Christine A <Christine.Flores@wsscwater.com>
Subject: Re: 2023 Chevy Bolt Quote for WSSC WATER

EXTERNAL EMAIL: This email originated outside WSSC Water. Do not click links or open attachments unless you recognize the **EMAIL ADDRESS** and know the content is safe.

Hello Christine and Happy New Year.

The Chevy Bolt EV was discontinued a few months ago and the factory is about done producing them.

Most of the Bolts that we have on the lot or inbound are sold.

The Bolt will be returning in 2025 with the new Ultium battery technology.

The only EVs that we have for quick delivery are Nissan Leaf (White) or Nissan Ariya in various colors.

The Bolt Replacement in the Chevrolet lineup is the new 2024 Chevy Equinox EV.

Ordering just opened a week ago for those models.

<https://www.chevrolet.com/electric/equinox-ev>

We could place orders for WSSC in blue color for the new Equinox EV.

Scott Silverman
Fleet Sales Manager
Criswell Automotive
Gaithersburg, MD

301-948-5460 Office
240-876-8233 Mobile

fleet-man@msn.com



From: Kagan, Micah <Micah.Kagan@wsscwater.com>
Sent: Thursday, January 4, 2024 12:22 PM
To: Scott Silverman <Fleet-Man@msn.com>
Cc: Flores, Christine A <Christine.Flores@wsscwater.com>
Subject: 2023 Chevy Bolt Quote for WSSC WATER

Happy New Year Scott,

I was looking at Criswell's website and noticed that you have two 2023 Chevy Bolts on the lot. Since we currently have a contract with you, we may be able to quickly purchase these from you. Would it be possible to send us a quote for the two that are currently available? If these are spoken for, what are the chances that you could source two from another dealership, preferably in blue?

https://www.criswellchevroletbuickgmc.com/VehicleDetails/new-2023-Chevrolet-Bolt_EV-5dr_Wgn_1LT-GAITHERSBURG-MD/5736982240

We are exploring painting them blue after purchasing. Is this something that could be included in the purchase price/quote by any chance?

Thanks for your assistance and we look forward to your response!

<image001.png>

MICAH KAGAN

Operations Manager
Fleet Services Division

WSSC Water is the proud provider of safe, seamless and satisfying water services, making the essential possible every day.

301.206.4277 (O)
240.636.3793 (C)
micah.kagan@wsscwater.com

4101 Lloyd Street
Hyattsville, Maryland 20781

wsscwater.com

CAUTION This email originated from outside WSSC Water. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Fleet/Government Sales

8800 Stanford Blvd. Columbia, MD 21045

03/13/2023

City Of Greenbelt

Quote for 2023 Ford F-550 Regular Cab 4x4 193" WB Riding the Baltimore County Contract #0004504.

Vehicle	2023 Ford F-550 Regular Cab 4x4 193" WB 108 C/A	\$65,331.10
EQ	660A XL Trim Power Equipment Group, Heated Mirrors, Trailer Brake Controller	
99N	7.3L V8 Gas Engine	
44U	10 Speed Auto Trans	
X8L	4.88 Limited Slip Rear	
68M	19,500 GVWR Package	
18B	Platform Running Boards	
41P	Skid Plates	
512/61J	Spare Tire/Wheel/Jack	
41A	Extra Heavy Duty Front Suspension	
86M	Dual Batteries	
872	Rear View Camera Prep Kit	
IBQ	Intercon Truck Body Quote (Attached)	\$46,952.00
BCCD	Baltimore County Contract Discount	(\$1,950.00)
GPC	Ford Price Concession	(\$500.00)
Color	Oxford White	
Interior	40/20/40 Vinal Seats	
Delivery Days	365	
	Net Price Per (1) Unit:	\$109,833.10

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

Thank you,
Justin Skipper

City Council Agenda Item Report

Meeting Date: January 8, 2024

Submitted by: Brian Kim

Submitting Department: Public Works

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

Approval of Community Development Block Grant (CDBG) Program Year (PY 49) Contract for Roadwork Improvements at Springhill Lane.

Suggested Action:

Reference:

Memorandum, B. Kim, 12/21/2023

Department of Housing & Community Development Letter, L. Murphy, 12/14/2023

Contract

On December 14, 2023, the City of Greenbelt received fully executed Operating Agreement for CDBG PY49 from PG County Department of Housing and Community Developing. The agreement awarded the City One-Hundred Twenty Thousand and Five-Hundred and Sixty-Three Dollars (\$120,563.00) to address street improvements to include road and concrete works from Breezewood Drive to Market Street.

Included in Council packet is memorandum outlining the project details and letter from the Department of Housing and Community Development.

Staff recommends that the Council approve the contract for roadwork improvements at Springhill Lane with VMP Co., Inc. located at 9635 Annapolis Road, Lanham, Maryland 20706 for a total project cost of \$120,563.00.

Attachments:

[23.12.21_Memo_CDBG_PY49_VMP.pdf](#)

[PY 49 CITY OF GREENBELT FRANKLIN PARK STREET IMPROVEMENTS LETTER.pdf](#)

[VMP_Short_Contract_PY49_DRAFT.pdf](#)



Date: 21-December-2023

To: Mr. Josué Salmerón, City Manager

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

Re: **Community Development Block Grant (CDBG) Program Year (PY 49)**

SUBJ.: **Franklin Park Street Improvements – Springhill Lane, Breezeway Drive to Market Street**

Summary:

On 14-December-2023 the City of Greenbelt received fully executed Operating Agreement for CDBG PY49 from PG County Department of Housing and Community Developing. Said agreement, awarded the City One-Hundred Twenty Thousand and Five-Hundred and Sixty-Three Dollars (\$120,563.00) to address street improvements to include road and concrete works from Breezewood Drive to Market Street.

Project Details:

The project includes milling, asphalt overlay, base repair, and various concrete works to include but not limited to sidewalks, curb, gutter, and aprons. Limits of construction are located on Springhill Lane between Breezewood Drive and Market Street.

Public Works has identified VMP Construction Co. Inc., as best value. They located in PG County and have been successful with competitively bidding county/state-based contracts. Most recently PG County Roadworks Contract 952-H (D)/A. Please also note, grant total is expected to address all costs associated with this contract.



Attachments:

- <PY 49 CITY OF GREENBELT FRANKLIN PARK STREET IMPROVEMENTS LETTER>: CDBG Letter – Operating Agreement

CONTRACTOR	PROPOSAL PRICE	NOTES
VMP Construction	\$120,563.00	Expected Grant Refund Amount
TOTAL:	\$120,563.00	

Recommendation:

Staff recommends Council approve the purchase of roadworks improvement at Springhill Lane to VMP Co., Inc. at 9635 Annapolis Road, Lanham, Maryland 20706 for a total project cost of \$120,563.00.

December 14, 2023

Josue Salmeron
City Manager
City of Greenbelt
25 Crescent Road
Greenbelt, Maryland 20770

Re: PY 49 "Franklin Park Street Improvements (Springhill Lane – Breezeway Drive to Market Street")

Dear Mr. Salmeron:

The attached E-file is your organization's copy of the fully executed Operating Agreement for the Community Development Block Grant (CDBG) Program Year (PY 49), as referenced above, along with several Program Forms: The Activity/Benefit Report and the Reimbursement Requisition Forms.

The Reimbursement Requisition Form (1) outlines your project budget and (2) must be used to request reimbursements along with the supporting documentation. Your performance period started effective July 1, 2023, and will end on, December 31, 2024. Your assigned Portfolio Manager is Ms. Tirika Williams, who will assist you in all aspects of the lifecycle of your grant.

Also enclosed is the most recent CDBG Income Limit Guidelines. If you need any further assistance, please contact Ms. Tirika Williams via email at: TLWilliams2@co.pg.md.us.

Sincerely,

LeShann Murphy

LeShann Murphy
CDBG Program Manager

cc: Aspasia Xypolia, Director/DHCD
Tirika Williams, Portfolio Manager/DHCD
Priscilla Hafford, Administrative Aide III/DHCD

CONTRACT

This CONTRACT is made this 9th day of January, 2024, by and between the City of Greenbelt, a public body corporate of the State Maryland, located at 25 Crescent Road, Greenbelt, Maryland 20770, hereinafter called the “City”, and VMP Construction Company, a Maryland corporation, located at 9635 Annapolis Road, Lanham, Maryland 20706, hereinafter called the “Contractor”.

WHEREAS, the City was awarded Community Development Block Grant (CDBG) funds in the amount of \$120,563.00 for PY 49 to perform the Franklin Park Street Improvements project, and

WHEREAS, The City Council adopted Resolution **TBD** authorizing the City to negotiate the purchase of street construction work from the Contractor on January 8, 2024, and

WHEREAS, one of the conditions of the CDBG award is that a formal contract be executed by and between the Contractor and the City.

NOW THEREFORE, THIS CONTRACT WITNESSETH, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, it is hereby agreed as follows:

1. **Performance.** The Contractor does hereby covenant and agree with the City that it will well and faithfully perform the Work as set forth herein at a sum not to exceed One Hundred Twenty Thousand, Five Hundred Sixty Three Dollars and Zero Cents (\$120,563.00).
2. **Work.** The Work is described as Reconstruction of a portion of Springhill Lane: Breezewood Drive to Market Street. This project will include curb and gutter repair, base repair, milling, resurfacing, sidewalk and driveway apron replacement, handicapped access ramps, landscape improvements, tree trimming and traffic calming as appropriate and directed by the City.
3. **Clean-Up** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish on a daily basis. At completion of the Work, the contractor shall remove from the project site all waste materials, rubbish, tools, equipment, machinery and surplus materials. The Contractor shall be responsible for restoring and/or repairing any areas damaged through actions of the Contractor and the Contractor’s agents, subcontractors, or employees. If the Contractor fails to clean up, and/or restore any damaged areas, the City may deduct the cost thereof from any payment due the Contractor.
4. **Payment** The City shall the pay the contractor a fee not to exceed One Hundred Twenty Thousand, Five Hundred Sixty Three Dollars (\$120,563.00), in the form of progress payments based upon the percentage of satisfactorily completed work or services rendered under this contract. The progress payments shall be paid upon submission of an invoice by the Contractor and acceptance of same by the City. Certified payroll documentation must be submitted weekly and for the period being invoiced. Invoices lacking complete certified payroll documentation will not be approved/accepted by the City.

5. **Commencement.** The Contractor shall commence work on the project within ten (10) calendar days of the Notice to Proceed from the City. The Contract is in effect until final measurements and disbursements of payment are made. Time is of the essence in this Contract and failure to complete the work by December 31, 2024 constitutes a material breach of this contract.
6. **Damages.** Damages for failure to complete the Work as required by this Contract shall be \$500 for each calendar day beyond the completion date listed above.
7. **Non-discrimination.** The Contractor shall not discriminate against any individual because of religion, race, creed, sex, age, color, national origin, physical or mental disability, or perceived disability. If the Contractor is determined to be in violation of Federal, State, or County non-discrimination laws by an order, opinion or a decision of a Maryland court or an administrative body or agency, this Contract may be terminated or suspended in whole or in part by the City, and the Contractor may be declared ineligible for any future contracts with the City.
8. **Insurance.** The Contractor shall maintain, at its own expense, during the life of this Contract, such insurance as shall protect it and any subcontractor(s) performing work under this Contract, from claims for damages from bodily injury, including death, or property damage, which may arise from operations under this Contract. The Contractor shall maintain General Liability insurance in the amount of \$1,000,000, Workers Compensation insurance of \$500,000 and business automobile liability insurance of \$1,000,000. The Contractor shall also furnish a Certificate of Insurance verifying the existence of this insurance coverage. The Contractor shall list the City and Prince George's County as a certificate holder and additional insured for the duration of this project.
9. **Indemnification.** The Contractor shall indemnify and hold harmless the City and Prince George's County, its officers, employees, agents and representatives and shall require that each sub-contractor shall indemnify and save harmless the City and Prince George's County, its officers, employees, agents and representatives from and against all actions, liability, claims, suits, damages, cost or expense of any kind which are made against or incurred by the City arising from the Contractor's or any subcontractor's negligent performance of or failure to perform any of its obligations under the terms of this Contract.
10. **Termination.** This Contract may be terminated by the City upon thirty (30) days written notice to the Contractor. In the event of such termination, the Contractor shall receive just compensation for services rendered prior to the effective date of termination. Just compensation shall be determined by the percentage of work completed to date. Notwithstanding any provision of this Agreement, the City may immediately terminate this Agreement for cause for the following reasons: any non-performance; incomplete service; fraud; any fraudulent representation in any invoice or verification required to obtain payment under this Agreement; or services performed in conflict with the terms and conditions of this Agreement. The occurrence of any of these conditions shall constitute a material breach of this Agreement and the City may terminate this Agreement with written notice to the Contractor effective immediately.

11. Compliance. The Contractor shall comply with all applicable Federal, State, County and City laws, regulations and ordinances pertaining to the subject matter of this Contract, including but not limited to the following: the payment of all applicable taxes and withholding, worker's compensation, equal opportunity employment, the Davis-Bacon Act and any required permits.

12. CDBG Requirements This is a Federally-assisted project subject to appropriate Federal, State and local laws and implementation regulations as follows: Housing and Community Development Act of 1974, Public Law 93-383, as amended; Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u; 24 CFR 135 (Code of Federal Regulations); Equal Employment Opportunity, Executive Order 11246; the Clean Air Act of 1963, as amended; 40 CFR 15; Davis-Bacon Fair Labor Standards Act, as amended, 40 U.S.C. 276a—276a-5; Copeland (Anti-Kickback) Act, 48 Stat. 948, 40 U.S.C. 276(c); Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-332; 24 CFR Part 35 (Lead Based Paint Standards); Civil Rights Act of 1964, Title IV, Public Law 88-352; and Section 504 of the Rehabilitation Act of 1973; Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended; Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); and Executive Orders 12549 and 12689, "Debarment and Suspension."

The Contractor acknowledges receipt of the following documents and agrees to abide by their provisions. The following documents are made part of this Contract:

- City of Greenbelt Special Conditions – Street Reconstruction
- Making Davis-Bacon Work: A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects
- Davis-Bacon Wage Decision – MD-20210106
- CDBG General Conditions for Operating Agencies & Third Party Contractors
- Federal Labor Standards Provisions (HUD 4010)
- Davis-Bacon Act/Copeland "Anti-Kickback" Act
- ADA/Non-Discrimination Statement
- Certification of Assurance of Compliance
- Minority Business Enterprise Participation Statement with Attachments
- Locally Based Business Preference Equal Employment Opportunity Agreement
- Assurance of Compliance with HUD Regulations for Training, Employment and Contracting Opportunities for Businesses and Lower Income Persons.
- Section 3 Summary Report

13. Assignment Prohibition. The Contractor shall be prohibited from assigning or transferring any rights under this Contract without the prior written consent of the City.

14. Entire Agreement. This document contains the entire agreement between the parties and shall not be modified except by written agreement signed by the parties and attached hereto.

15. Severability. If any provision of this Contract is determined to be invalid or illegal by a court of law, it shall be severed from this Contract and shall not affect the remainder of any other provision contained herein.

16. **Applicable Law.** This Contract shall be interpreted in accordance with the laws of the State of Maryland, and enforced in any court of competent jurisdiction in Prince George's County, Maryland.

17. **Waiver.** The failure of the City to enforce any part of this Contract shall not be deemed a waiver thereof.

IN WITNESS WHEREOF said VMP Construction Company and the City of Greenbelt have caused these presents to be signed.

ATTEST:

VMP Construction Corporation

Valter M. Ramos, President Date
President

ATTEST:

City of Greenbelt, Maryland

Mr. Josué Salmerón Date
City Manager

City Council Agenda Item Report

Meeting Date: January 8, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section: OTHER BUSINESS

Subject:

Meetings

Suggested Action:

Closed Session: Tonight, the City Council will hold a closed session, immediately following the Council Meeting, in the Council Chambers, to discuss a potential litigation. The following motion is required to move into a closed session: I move that Council go into Closed Session in accordance with Section 3-305(b)(8) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland; 1) to consult with staff, consultants, or other individuals about pending or potential litigation.

The purpose of this meeting will be to discuss a potential litigation.

Attachments:

[meetings.pdf](#)

CITY OF GREENBELT, MARYLAND

25 Crescent Road, Greenbelt, MD 20770-1891

1/5/2024 3:23 PM



City Council Meetings & Work Sessions January – February

Regular Meeting	Mon.	01/08	7:30 pm
Special Meeting – Council Candidate Interviews	Tues.	01/09	7:00 pm
MML Open Reception (Annapolis)	Wed.	01/10	6:00 pm
Work Session – PGCPs Building Services and School Boundaries	Wed.	01/10	7:30 pm
Special Meeting – Council Candidate Interviews, Deliberation regarding interviews and Vote to make an appointment to Council Vacancy	Thurs.	01/11	7:00 pm
No Meeting – Martin Luther King Jr. Day	Mon.	01/15	
Work Session – Diversity, Equity, and Inclusion (DEI) Tribes Audit Update	Wed.	01/17	7:30 pm
Regular Meeting	Mon.	01/22	7:30 pm
Work Session – Municipal Building Architect Study Update/Greenbelt Access TV	Wed.	01/24	7:30 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 Master Plan	Wed.	01/31	7:30 pm
Work Session – TBD	Mon.	02/05	7:30 pm
Work Session – TBD	Wed.	02/07	7:30 pm
Regular Meeting	Mon.	02/12	7:30 pm
Work Session – TBD	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 – TBD	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



1/5/2024 3:23 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

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)

A NATIONAL HISTORIC LANDMARK

(301) 474-8000

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

MD RELAY 711

City Council Agenda Item Report

Meeting Date: January 8, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section: OTHER BUSINESS

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														
State's Attorney	1/23													

City Council Agenda Item Report

Meeting Date: January 8, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

Reappointment to Advisory Board

Suggested Action:

Reference: Reappoint Survey

The following individuals have indicated their willingness to continue to serve on City Advisory Boards and Committees:

Elizabeth Terry - Board of Elections

Carol Shaw - Senior Citizen Advisory Committee

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

Attachments:

City Council Agenda Item Report

Meeting Date: January 8, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

Approval of Greenbelt Theatre Management Agreement

Suggested Action:

The Greenbelt Cinema, known initially as Old Greenbelt Theatre, is a historic cinema built in the Art Deco style between 1937 and 1938. It is located at 129 Centerway within the Greenbelt Historic District, Maryland.

This cinema, having opened on September 21, 1938, with a rich history including screenings of classic films, was saved from closure in 2002 by the City of Greenbelt, ensuring its continued operation as a movie theater.

The cinema underwent significant renovations from 2014-2015, including modernizations and restorations, thanks to the City's efforts and funding, enhancing its role as a cultural landmark. The cinema, managed by Friends of the Greenbelt Theatre, serves as a unique nonprofit venue with two screens and a capacity of 368 in the main auditorium, contributing significantly to Maryland's cultural landscape and the party's desire to continue the legacy of the Greenbelt Cinema through a collaborative management agreement, honoring its history and community significance.

This Agreement reflects a commitment to the stewardship and enhancement of this historic theatre, preserving its role as a centerpiece of cultural and social engagement in Greenbelt, Maryland.

Attachments:

[2024.01.08_Management Agreement_Greenbelt Cinema.pdf](#)

[Theater Agreement 12-22-23 v5 CleanVersion.pdf](#)

CITY OF GREENBELT, MARYLAND

OFFICE OF THE CITY MANAGER

25 CRESCENT ROAD, GREENBELT, MD. 20770



Josué Salmerón
City Manager

MEMORANDUM

Date: January 05, 2024
To: Council
Re: Management Agreement - Greenbelt Cinema

Dear Council Members,

This memo includes the Management Agreement between the City of Greenbelt and Friends of the Greenbelt Theatre for managing the Greenbelt Cinema. We kindly request the Council's approval of the renewal of the Management Agreement for another term of five years. Key points of the Management Agreement include:

1. **Duration:** The agreement spans five years, starting January 1, 2024, with an option for a five-year extension.
2. **Management Role:** Friends of the Greenbelt Theatre, as Manager, will operate the Cinema as an independent contractor, responsible for staffing, maintenance, and event organization.
3. **Financial Aspects:** The Manager handles operating expenses from generated revenues. The City contributes \$50,000 annually, primarily for utilities and film rentals.
4. **Community and City Access:** The Cinema will be accessible to the City and community groups for specific uses without rental costs.

This agreement ensures the Greenbelt Cinema operates efficiently, providing cultural and entertainment value to the community while maintaining fiscal and operational responsibility.

I will be available to answer questions on this item at the Council meeting.

MANAGEMENT AGREEMENT FOR THE GREENBELT CINEMA

THIS MANAGEMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, **2023**, by and between the CITY OF GREENBELT, MARYLAND a public body corporate and politic under Maryland law ("Owner") and the FRIENDS OF GREENBELT THEATRE, INC., a Maryland tax-exempt non-stock corporation, with a 501(c)(3) designation, whose principal place of business is located at 129 Centerway, Greenbelt, Maryland 20770 (the "Manager").

RECITALS:

WHEREAS, Owner is the owner of the Greenbelt Cinema, located at 129 Centerway, Greenbelt, Maryland 20770 (the "Cinema"); and

WHEREAS, the Owner sought a person, group, or company to operate the Cinema; and

WHEREAS, the Manager submitted a proposal identifying its mission as providing an alternative to the multiplex film experience and to become a center for film culture in Prince George's County; to revitalize the Cinema as a cultural and social hub; and to create a vibrant programming schedule of independent, art house, repertory, and educational content through film series, classes, events and festivals; and

WHEREAS, the Greenbelt City Council accepted the Manager's proposal because it best captures the City Council's vision for the Cinema; and

WHEREAS, the Manager desires to operate and manage the Greenbelt Cinema on behalf of the Owner under the terms and conditions set forth in its proposal, which is incorporated by reference herein, as well as the terms and conditions of this Agreement; and

WHEREAS, the Owner desires to utilize the services of the Manager to operate and manage the Greenbelt Cinema in accordance with the proposal the Manager submitted and the terms and conditions set forth herein.

NOW, **THEREFORE**, in consideration of the mutual covenants, promises, and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Owner and the Manager agree as follows:

ARTICLE I. INCORPORATION OF RECITALS; DEFINITIONS

1.0 Incorporation of Recitals. The Owner and the Manager affirm that the foregoing Recitals are true and accurate and that they intend, by this reference, that they be incorporated into this Agreement as operative provisions hereof.

1.1 **"Annual Budget"** shall mean the Manager's annual budget for the operation of the Cinema.

MANAGEMENT AGREEMENT FOR THE GREENBELT CINEMA

1.2 **"Capital Expenditures"** shall mean any purchase of any tangible article necessary to the conduct of business that is expected to last for a period of years including, but not limited to the following: (a) office equipment used in the administration of the business such as furniture, computers, safes, copy and fax machines and the like; and (b) sales equipment used in the sale of tickets, merchandise or concessions such as shelves, bars, merchandise stands, cash registers and the like.

1.3 **"Capital Improvements"** shall mean the purchase of any tangible article necessary to the conduct of business that is expected to last for a period of years including, but not limited to the following: (a) hall equipment used and vital to the operation of a public Cinema such as chairs, movie screens, projection equipment, lighting equipment, sound equipment, risers and the like; (b) physical plant equipment or systems used and vital in the operation of any facility such as heating and cooling systems, plumbing fixtures, windows, doors and the like; and (c) major repairs to any asset that extends the life of that asset.

1.4 **"Employee"** shall mean and include operations manager, accounting personnel, box office staff, maintenance personnel, concession workers, ushers, technicians and all other personnel of the Manager who are required to operate the Cinema.

1.5 **"Employee Costs"** shall mean salaries, wages, fees, health insurance, accrued vacation compensation, maintenance personnel, concession workers, ushers, technicians and all other personnel of the Manager who are required to operate the Cinema.

1.6 **"Event"** shall mean a movie, program or performance of whatever nature, including filming, videotaping, recording, and meetings, whether produced, sponsored or offered by a profit or nonprofit entity at the Cinema.

1.7 **"Gross Box Office Revenues"** shall mean revenues generated through ticket sales, including amounts charged to show promoters for the sale of tickets, ticket and group sale commissions, setup fees and ticket printing fees.

1.8 **"Gross Concession Revenues"** shall mean all revenues generated through the sale of food and beverage items at the Cinema.

1.9 **"Gross Use Agreement Revenues"** shall mean total proceeds of whatever nature from Use Agreements pertinent to the Cinema, including base fees, percentage fees, equipment fees, administrative fees, forfeited deposits, rent for non-ticketed events, and commissions or incentives.

1.10 **"Gross Merchandise Revenues"** shall mean all revenues generated through the sale of merchandise that is produced by the Friends of the Greenbelt Theatre and are sold for the sole purpose of supporting the Friends of the Greenbelt Theatre.

MANAGEMENT AGREEMENT FOR THE GREENBELT CINEMA

1.11 **"Living Wage"** The Manager shall be required to pay a Living Wage in accordance with State law. The Manager is responsible for checking with the State Division of Labor, Licensing and Regulation, or other appropriate agency, to determine the appropriate wage rate. The Manager shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area.

1.12 **"Maintenance"** shall mean the sweeping, washing and vacuuming of floors and carpeting, washing windows, cleaning and stocking restrooms, keeping walks, fire escapes, exit corridors and egress corridors free of obstructions and snow and ice, and disposing of trash and refuse and the like.

1.13 **"Operating Account"** shall mean an account designated by the Manager, separate from the Manager's personal or general business account, which shall be for the deposit of all Box Office Revenues, Use Agreement Revenues, and Concession Revenues and the disbursement of Operating Expenses.

1.14 **"Operating Account Fund Balance"** or "Fund Balance" shall mean the cash amount contained in the Operating Account.

1.15 **"Repairs"** shall mean the cost of fixing broken Cinema seats, windows, doors, fire escape components, plumbing fixtures, projection equipment and other fixtures and equipment or parts thereof that are vital to the operation of a public Cinema.

1.16 **"Operating Expenses"** shall include, but not be limited to, film licensing fees, concession expenses, Maintenance, Repair and Employee Costs, utility expenses, and the acquisition of any new, non-Capital Expenditure equipment.

1.17 **"Use Agreement"** shall mean an agreement entered into by the Manager with each party that schedules an event at or otherwise uses the Cinema.

ARTICLE II. ENGAGEMENT OF THE MANAGER

2.1 **Engagement.** The Owner hereby engages the Manager, as an independent contractor and not as an agent or employee of the Owner, to be the exclusive operator and manager of the Cinema, and the Manager does hereby agree to operate and manage the Cinema and to perform all of the services enumerated herein in accordance with the terms and conditions of this Agreement. The Manager shall operate the Cinema as a dual-screen movie Cinema, including all activities customarily associated with operating a dual-screen movie Cinema, including, but not limited to booking, promoting and holding of movies and other events acceptable to the Owner, collection of admission charges, provisions for concessions, and providing for the use of the facility by the Owner and local community groups. The Manager agrees that the Cinema shall be operated to the credit of the City of Greenbelt, and shall be made available to all members of the

MANAGEMENT AGREEMENT FOR THE GREENBELT CINEMA

public and shall be developed, operated and maintained in a manner consistent with the public interest. The Manager further hereby warrants and represents that it will employ the requisite individuals qualified to perform the services and that such qualified persons will be performing the services required hereunder.

2.2 Independent Contractor. The Manager shall be an independent contractor and shall determine all of the conditions and terms of its work except as otherwise provided in this Agreement.

Further, except as provided herein, the Manager shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder. The parties hereto further agree that the Owner shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Manager in connection with the performance of its obligations under this Agreement, except as otherwise provided herein. It is expressly understood and acknowledged by the parties hereto that the monies payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that the Manager is an independent contractor of the Owner and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes and expense whatsoever. In the event that the Manager is deemed not to be an independent contractor by any local, state or Federal governmental agency, the Manager agrees to indemnify and hold harmless the Owner for any and all fees, costs and expenses, including, but not limited to, attorneys' fees incurred as a consequence of such determination.

2.3 Contract Documents. This Agreement and the following enumerated documents form the Contract, and the following documents are as fully a part of this Agreement as if hereto attached. They constitute the entire understanding of the parties and supersede any prior proposals or agreements.

1. Insurance Certificates
2. Proposal

ARTICLE III. TERM

The term of this Agreement shall be five (5) years commencing **January 1, 2024**, and continuing through and including **December 31, 2028**, subject to earlier termination in accordance with the terms hereof. The Owner and Manager have the option to extend this Agreement for a second five (5) year term. To exercise this option, negotiations between the Owner and the Manager shall commence no later than **June 1, 2028** and shall conclude on or before **September 30, 2028**, unless this timeframe is extended by agreement of the parties. In the event that the Owner and

MANAGEMENT AGREEMENT FOR THE GREENBELT CINEMA

the Manager are unable to negotiate an acceptable contract, then this Agreement shall terminate at 11:59 p.m. on **December 31, 2028**. Manager agrees to fulfill their obligation under this Agreement until the termination of this Agreement and any option. Manager shall provide a new and updated strategic plan every two (2) years.

ARTICLE IV. DUTIES AND POWERS OF THE MANAGER

4.1 Duties. The Manager shall exercise all of the following powers and duties:

(a) Employees. The Manager shall hire, train and supervise Employees, sufficient in number, to properly operate the Cinema on a regular basis. The Manager shall pay all of its Employees a Living Wage. These Employees shall not be deemed employees of the Owner, and the Manager shall be responsible for and shall make timely payment of all Employee Costs.

(b) Workers' Compensation Insurance. The Manager also shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance and shall submit an insurance certificate as proof of coverage prior to Contract approval. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

(c) Maintenance and Repairs, Notification and Correction of Defects, Capital Replacement and Improvements.

(1) General Maintenance and Repairs. The Manager shall maintain the interior and exterior of the Cinema in a clean state and in good order and repair. The exterior of the Cinema shall include those areas immediately adjacent to the building and the area around the ticket booth. See Layout of Cinema attached as Exhibit A. Definitions of Maintenance and Repair are set forth in Article I and shall dictate what is expected of the Manager hereunder. All Maintenance shall be performed in a prompt and timely manner and in accordance with any specific instructions from the Owner.

The Manager agrees to follow Green Cleaning Practices by utilizing low-emitting materials, recycled content materials/supplies where possible and environmentally friendly maintenance practices that are implemented through the adoption of training programs for Employees to include daily cleaning by Manager and other cleaning at the discretion of City. Janitorial services shall be provided by the City Department of Public Works. These initiatives are intended to reduce the amount of volatile organic compounds (VOCs) used in cleaning while also eliminating many of the indoor airborne particulates, which may adversely impact indoor air quality. Additionally, carpet cleaning agents containing chlorinated solvents are prohibited. Carpet cleaning agents containing optical brighteners are prohibited. All cleaning chemicals must be appropriate for use on surfaces and safe for the environment.

(2) Defects. The Manager, to the best of its ability, shall advise the Owner immediately

MANAGEMENT AGREEMENT FOR THE GREENBELT CINEMA

of any defects in the structure of the building referred to as the Cinema (that is the roof and exterior walls) or its equipment (i.e., electrical system, HVAC, water or other utility), to the extent known or discovered by the Manager. The Manager shall immediately notify the Owner of any of the aforementioned defects and the Owner shall fix such defect. Manager shall contract the City Department of Public Works in the event of an emergency with the premises.

(3) Capital Improvements. Capital Improvements required to maintain the structural integrity of the building that houses the Cinema will be the sole responsibility of the Owner. The Owner will have the authority to make Capital Improvements and renovations to the Cinema it deems necessary. However, before undertaking any Capital Improvements or other expense that is not of an emergency nature, the Owner will consult with the Manager as to the need for, purpose, costs, intended schedule, contractors to be engaged and the source for financing the Capital Improvements.

(4) Payment. All expenses relating to the Maintenance and Repair of the Cinema as set forth in this Section, together with all Employee Costs, and Operating Expenses shall be payable by the Manager for Operating Account funds. In selecting a contractor, the Manager shall use its best efforts to obtain the highest quality in supplies and contractual services at the lowest expense, as would be in the best interest of the Owner. The Manager may use City Code, Sec. 2-38(g) for guidance in making such selections.

(5) Standard of Maintenance and Repair. The Manager shall cause the Cinema to be maintained and repaired in a manner such as to keep the Cinema in a condition comparable to other first-class facilities. The Manager shall keep the Cinema and the fixtures and equipment therein in a clean, safe and sanitary condition, will take good care thereof, will suffer no waste or injury thereto, and will, at the expiration or other termination of the Term of this Agreement, surrender the same, broom clean, in the same order and condition in which they are on the commencement of the Term of this Agreement, ordinary wear and tear excepted. The Manager shall maintain and repair any damage to the Cinema caused by the Manager, its employees, agents or invitees and upon termination of this Agreement, the Owner shall have the right to reenter and resume operation of the Cinema.

In the event that the Owner has any concerns regarding the condition of the Cinema, the Owner shall so notify the Manager and the Manager shall have forty-eight (48) hours, or such other period of time as agreed to by the parties, to correct such condition. In the event that the Manager fails to fix the condition(s) identified by the Owner within the timeframe required, the Owner may do so and charge the cost thereof to the Manager.

(d) Cinema Use. The Manager shall use their best efforts to schedule Events and to maximize the use of the Cinema and to incorporate those uses as outlined in the Manager's proposal. The Manager shall enter into written agreements ("Use Agreements") with third parties (collectively, "Users" or individually a "User") for use of the Cinema for both profit and nonprofit events in accordance with rate schedules to be developed by the Manager and approved by the Owner. The Rate Schedule shall be reviewed by the Owner in the annual report.

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(e) Use Agreements. The Manager shall enter into a written Use Agreement with each party wanting to use the Cinema. The Manager shall employ and pay for legal services as needed to draft and review Use Agreements or contracts pertaining to Cinema use. Unless otherwise approved by the Owner, the Manager shall use, without deviation, the Use Agreement approved by the Owner. The Manager shall retain one original copy in the Manager's file available for inspection by the Owner at any time. Additionally, the Manager shall make available to the Owner at the Owner's request evidence of insurance required under each Use Agreement.

(f) Advance Payment. The Manager shall collect an advance payment from each party entering into a Use Agreement for a non-ticketed Event or for a ticketed Event whose revenue is expected to fall short of expected expenses. The advance payment shall cover estimated expenses incurred on behalf of the User.

(g) Deposits. To confirm the rental of Cinema space for a specific date and time, the Manager shall collect a deposit of an amount appropriate for the length and type of rental. The Manager shall also collect security deposits.

(h) Marketing. The Manager shall use its best efforts, consistent with best marketing practices in the industry, to disseminate information and bring the Cinema to the attention of a broad base of potential users including profit and nonprofit groups. The marketing best efforts may include: (a) advertising in trade publications; (b) including the Cinema in event booking websites, which are accessible to and share available dates with national promoters; (c) membership in trade associations; (d) personal contacts by the Manager with national promoters, producers, and booking agencies; and (e) involvement in local civic organizations. The Manager shall report quarterly to the Owner on its ongoing efforts to market the Cinema.

(i) Concessions. During all events, the Manager shall maintain and operate food and beverage concessions and may maintain and operate merchandise concessions on the premises of the Cinema in compliance with City and County Code and Health Department Regulations.

(j) Supervision. An adult employee of the Manager shall supervise every event that is held at the Cinema.

(k) The Owner and Community Use of Cinema. The Manager shall allow the Owner to use the Cinema at no rental cost at least two (2) times per month at times requested by the Owner, provided such request is not for a Friday or Saturday night. The Owner shall submit requests for use of the Cinema at least thirty (30) days in advance of the dates it desires to use the Cinema. Likewise, the Manager shall allow community groups use of the Cinema at no rental cost no less than two (2) times per month at a mutually agreed upon date and time. Community groups must also provide thirty (30) days advance notice to the Manager of their desire to use the Cinema. As used herein the term "community groups" means City of Greenbelt affiliated groups, including, but not limited to, City Contribution Groups, City Recognition Groups, homeowner association groups, and civic groups. "No rental cost" means that no fee other than

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any applicable film licensing fee(s) required for the event shall be charged to the Owner or community group for use of the Cinema.

(l) Maintenance of Operating Account. The Manager shall maintain an Operating Account at a federally insured financial institution and, in so doing, shall use its best efforts to obtain an interest-bearing account. In the event that any deposit shall cause the balance in the Operating Account to exceed the limits of federal insurance, the uninsured, excess amount shall be collateralized or deposited in a separate institution. The Manager shall implement and adhere to such safeguards as are required by the applicable financial institution. All monies deposited in the Operating Account shall be deemed property of the Manager for the Term of this Agreement and subject to the terms hereof, and shall be disbursed from said account strictly pursuant to the terms outlined herein.

The Operating Account shall contain the following restrictions, which shall be complied with by the Manager. To carry out the performance of its duties, the Manager shall be authorized to make deposits to and to withdraw sums from the Operating Account for any payment authorized to be made by the Manager to discharge obligations incurred pursuant to this Agreement, including payment of Operating Expenses in accordance with Section 4.1 (m) hereof.

(m) Allocation of Funds in and Disbursements from Operating Account. The Manager shall allocate and disburse funds from the Operating Account as outlined herein. The Manager shall cause all Operating Expenses to be paid to the obligees thereof in a timely manner from the Revenues collected and deposited in the Operating Account. Within twenty (20) days after the end of each quarter during the year during the term hereof, the Manager shall provide the Owner with a statement, prepared on an accrual basis and in a form acceptable to the Owner, setting forth the Revenues earned and Operating Expenses incurred. It is anticipated that the accounting system used by the Manager, Quickbooks, will generate the required report. In addition to the "Quarterly Statement," the Manager will submit to the Owner a balance sheet and income statement prepared on a "cash basis." Revenues earned netted against Operating Expenses shall be referred to as the Operating Account Fund Balance and handled in the manner set forth in Section (n) below.

(n) Fund Balance. The Manager shall maintain in the Operating Account the Operating Account Fund Balance, which shall be funded from Revenues as set forth in (m) above and shall be held at a maximum of \$300,000.

(o) Maximum Fund Balance. The Manager shall cause any Fund Balance over \$300,000 at year-end to be paid into a Capital Reserve Account, which account shall be used for those items identified in Article I, paragraph 1.3 hereof.

(p) Capital Reserve Account. The Manager shall establish and maintain a capital reserve account for the deposit of (a) monies collected by the Manager as a result of the Manager's fundraising efforts for capital improvements to the Cinema less actual costs (up to 25% of gross

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fundraising revenues, or as agreed to by the Owner) associated with such fundraising efforts, and (b) funds howsoever acquired that are for the sole purpose of performing capital improvements to the Cinema. The Manager shall maintain such capital reserve account at a federally insured institution and, in so doing, shall use its best efforts to obtain an interest-bearing account. The capital reserve account shall be designated as being held "in trust" for the Owner unless a grant, fund or donation is restricted for a designated or specialized purpose. In the event that any deposit shall cause the balance in the account to exceed the limits of federal insurance, the uninsured, excess amount shall be collateralized or deposited in a separate institution. This Capital Reserve Account shall be maintained in a separate account, which shall be included in the manager's reports to the Council. All amounts in such account shall be the property of City. Upon dissolution of FOGT, all such funds shall revert to City.

Monies from the capital reserve account may be used by the Owner, after consultation with the Manager, to pay for expenses identified in Article I, paragraph 1.3, any items enumerated in Article I, paragraph 1.2 that are considered fixtures once installed (i.e. shelves) and Phase II of the planned renovations to the Cinema. It is understood that all items purchased with monies from the capital reserve account shall become the sole property of the Owner. It is further understood that upon the termination of this Agreement, all funds contained in the capital reserve account shall immediately be paid over to the Owner as those funds, at all times relevant hereto, are intended from the time of their acquisition by the Manager to be used for the benefit of the Cinema not the Manager.

(q) Records. The Manager shall use an accounting system approved by the Owner and shall prepare and maintain all records as may be required by the Owner. The Manager shall provide to the Owner, within 20 days after the end of quarter reports of accounts in accordance with generally accepted accounting principles and certified by the Manager as true and correct and all records required to be kept by the Manager shall be available to the Owner upon request. The Manager shall submit all required records, together with evidence of compliance with the terms of this Agreement, to an annual full scope audit by an independent certified public accountant. The Manager shall provide the Owner a copy of the audit report it obtains following the required audit and the Owner shall provide the Manager a copy of any audit report it obtains following any audit. All records must be made available by August 7 of each fiscal year. The Manager shall be responsible for and shall pay for any additional audit, accounting or legal costs incurred by either party due to additional investigation warranted because of fraud, theft or gross negligence on the part of the Manager. The Manager shall also maintain schedules of all fixed assets purchased and all capital improvements to the Cinema.

(r) Financial Statement Review. The Manager shall provide the City with a yearly "review" of its financial records and an audit every two years.

(s) Fidelity Bond. The Manager, as soon as possible after the execution of this Agreement, but in no event later than six (6) months from the date hereof, shall purchase from a company acceptable to the Owner, at the Manager's expense, a Fidelity bond in a minimum amount of \$100,000 indemnifying the Owner against any fraud or dishonest acts of the Manager, its agents

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or its employees, individually or in collusion with others. The Manager shall maintain such bond until the Owner consents to its removal following a final audit of the Manager's records at the end of the contract term.

(t) Confer. The Manager shall confer with the City Manager and City Council about all matters affecting the viability of the Cinema on a yearly basis. Additionally, The Manager shall participate in meetings with the Owner at the request of the Owner.

(u) Insurance. The Manager covenants to maintain, at its sole cost and expense, all applicable insurance in such amounts and form as are determined from time to time to be appropriate. The Certificates of Insurance shall be on an occurrence basis and provide that the Owner shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage. The Manager must provide Certificates of Insurance to the Owner before commencing any work pursuant to this Agreement. Furthermore, the Manager shall not conduct an event at the Cinema prior to submitting evidence of the insurance required hereunder to the Owner. All insurance shall include completed operations, contractual liability coverage and a fire legal liability insurance endorsement, and must name the City of Greenbelt as an additional insured, not just a certificate holder. All policies shall be issued by companies having a Best's financial rating of A or better and a size class rating of XII (12) or larger or otherwise acceptable to the Owner. At the Owner's request, the Manager shall provide the Owner with a letter from an authorized representative of its insurance carrier stating that the Manager's insurance complies with the requirements hereof. The Manager shall maintain in full force and effect, comprehensive general liability insurance, which insurance shall protect the Owner and the Manager from liability with respect to accidents occurring on or about the Cinema and any adjoining property and facilities or arising out of the use thereof, in the following amounts and shall submit an insurance certificate as proof of coverage prior to contract approval:

i. Personal injury liability insurance (including bodily injury and death) with a limit of \$2,000,000 for each occurrence and \$2,000,000 aggregate, where insurance aggregates apply.

ii. Property damage liability insurance with limits of \$2,000,000 for each occurrence and \$2,000,000 aggregate, where aggregates apply.

iii. Business interruption insurance in an amount equal to The Manager's gross income for twelve (12) months.

iv. Manager shall comply with all rules and regulations of Council that may change from time to time.

The Manager shall furnish a Certificate of Insurance or other acceptable evidence of insurance coverage to the Owner no later than **January 15, 2024**. The Certificate shall bear an endorsement in words exactly as follows:

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The insurance company certifies that the insurance covered by this certificate has been endorsed as follows:

"The insurance company agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until 30 days after notice to: the City Manager for the City of Greenbelt."

(v) Laws. The Manager shall comply with all applicable Federal, State and local laws, statutes, ordinances and rules.

(w) Taxes and Fees. The Manager shall pay or cause to be paid all sales tax and other taxes and fees attributable to the operation of the Cinema. Furthermore, the Manager acknowledges that it will be required to collect and pay over to the State of Maryland Admissions and Amusement Taxes. In the event that an arts district is created that encompasses the Cinema and Admissions and Amusement Taxes are no longer collectible as a result thereof, the parties acknowledge that the Manager may then be required to pay to the Owner a negotiated fee in lieu of such taxes based upon a percentage of revenues.

(x) Fire Safety Procedures. The Manager shall maintain written plans, acceptable to the Owner, for the emergency evacuation of the Cinema. The Manager shall instruct all staff members as to the emergency evacuation plan and conduct a fire drill each calendar quarter. Furthermore, the Manager shall monitor all fire extinguishers and shall immediately notify the Owner if any of them are nonfunctional for any reason.

(y) The Manager's Other Activities; Management Entity. The Manager may engage in the operation of Cinemas other than the Cinema. However, Manager shall during the term hereof remain an officer of the Manager and shall devote such time to the Manager's obligations hereunder as shall be necessary to operate the Cinema in a first-class manner.

(z) Annual Budget. The Manager will submit to the Owner a Proposed Annual Budget on or before November 1 of each year during the term hereof. The Proposed Annual Budget will cover all aspects of the operations of the Cinema for the prior twelve-month period. The Proposed Annual Budget will include estimates of Revenues and Expenses for the Operating Account and the Capital Reserve Account for the current year and upcoming year of the Term.

(aa) Grants. The Manager shall advise the Owner of all grants for which it applies that are intended to cover Capital Expenditures or Capital Improvements in advance of applying therefor. Furthermore, when permitted by a grantor, the Owner shall be a signatory to all such grants.

(bb) Restoration Fee. The Owner, with consultation and agreement with the Manager, may impose a Historic Cinema Restoration Fee ("Restoration Fee") to be added to the price of tickets for events at the Cinema. In such event, the Manager shall include the Restoration Fee requirement in all Use Agreements and ticket sale agreements for the Cinema and shall remit the

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net Restoration Fee proceeds to the Owner. The Owner may authorize the sale of a limited number of tickets per calendar year with a reduced or no Restoration Fee. The Owner may increase the Restoration Fee from time to time after prior consultation with the Manager and upon sixty (60) days written notice of such increase.

(cc) Utopia Film Festival. The Manager, at no rental cost to the group that sponsors the Utopia Film Festival, shall annually provide for the conduct of ~~the~~ **two-days of the** Utopia Film Festival at the Cinema. The sponsoring group shall be required to pay any and all staffing costs and any and all licensing fees required in connection with the films the sponsoring group chooses to show during the Festival, **with payment being made within 60 days following the conclusion of the event.** The festival schedule and use of the facility shall be determined by consultation between the sponsoring group and the Manager. The festival and use of facility shall be determined by Manager in consultation with the Owner.

(dd) Performance Evaluation. The Manager shall meet with the Owner no less than annually to conduct a performance evaluation. The performance evaluation shall be conducted during the month of November. At the performance evaluation the Manager shall provide the Owner a report of all grants for which it has applied, identifying the grantor, the purpose of the grant, the amount of the grant and when the funds must be spent. It is recognized and acknowledged that the Cinema is a dynamic business and because of this, certain terms of this Agreement may need to change or be eliminated to more appropriately track or regulate ongoing activity. Accordingly, the parties acknowledge that this Agreement may need to be amended during the term hereof and the Manager and Owner agree to amend the Agreement as may be necessary.

(ee) The Manager warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.

(ff) The Manager represents and warrants that the undersigned is duly authorized to sign on its behalf and that the Manager is legally bound by this Agreement.

(gg) The Manager shall not use or permit any use of the Cinema that creates any safety or environmental hazard, or which would: (i) be dangerous to the Cinema, the building or other tenants, or (ii) cause any increase in the premium cost for any insurance that the Owner may then have in effect with respect to the building generally. Increases in the rate of fire insurance or other insurance as stated by any insurance company, or by the applicable Insurance Rating Bureau to be due to activity or equipment in or about the Cinema, such statement shall be conclusive evidence that the increase in such rate is due to such activity or equipment, as a result thereof, the Manager shall be liable for such increase and shall reimburse the Owner immediately upon demand therefor.

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(hh) During the Term of this Agreement, the Manager shall not make any alterations, additions, improvements, non-cosmetic changes or other changes to the Cinema without the prior written approval of the Owner.

(ii) All utilities shall be in the City's name and City shall bill the Cinema for usage.

(ij) The Manager shall operate the Cinema in an environmentally sustainable manner, which shall mean, at a minimum, that the Manager shall provide recycling opportunities for its guests and shall not use Styrofoam products. The Manager shall consult with the City of Greenbelt's Sustainability Coordinator as to the standards applicable to all City-owned buildings.

4.2 Powers. The Manager shall have the following authority and powers under this agreement:

(a) Choice of Events. The Manager shall have discretion to make the Cinema available for suitable Events; provided, however, that the Manager shall not make the Cinema available for any Event that the Owner, in its sole discretion, determines is not in the best interests of the City of Greenbelt. The Manager acknowledges that the Cinema is intended to be operated as a first-class facility and that events that are rated NC-17 or contain any form of X rating shall not be permitted. In the event the Manager desires to present an Event that contains any material that could be regarded as contrary to the image of the Cinema as a first-class public entertainment facility, the Manager shall first discuss the proposed event with the Owner, and the presentation thereof shall be subject to the Owner's determinations as to the appropriateness of the event. The Owner shall have five business days from the receipt of notification from the Manager of a proposed event that might violate this provision to advise the Manager whether or not the proposed event is permissible.

(b) **Promotion of Events.** The Manager or entities with whom the Manager has a financial interest may act as promoter of Events which are scheduled at the Cinema; provided, however, that the Manager at all times shall impose upon such persons the same terms and obligations which would be imposed upon disinterested third-party promoters and shall not deviate at all from the applicable rate schedule without the prior written approval of the Owner. The Manager or entities with whom the Manager has a financial interest also may act as promoters of events that are scheduled at Cinemas other than the Cinema so long as the Manager uses its best efforts to place such events at the Cinema.

(c) Box Office. The Manager shall operate a full-service box office on the premises of the Cinema for the sale of tickets to events at the Cinema. The Manager shall have sole and exclusive control and supervision of the box office and their personnel. All receipts from the sale of tickets purchased at the Cinema's box office, other than proceeds actually deposited into the accounts, shall be under the absolute control, disposition and supervision of the Manager, and the Owner shall incur no liability for the same. Each quarter during the term hereof, the Manager shall deliver to the Owner an accounting setting forth in detail the revenues and expenses for the preceding

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quarter with respect to box office operations. In no event may the Manager operate any auxiliary or other box offices to sell tickets to events without the Owner's prior consent. The parties acknowledge that the manager intends to sell Cinema tickets on-line and they agree that such sales shall not constitute a violation of this provision.

(d) Event Sponsorships. The Manager may without cost to the Owner pursue suitable Cinema event sponsorship relationships and is hereby provided with the right to do so during the term of this Agreement. All sponsorships shall be in good taste and shall not be of an illegal or immoral nature. All sponsorship relationships proposed by the Manager beyond a one day sponsorship will be reviewed and approved by the Owner prior to the Manager formalizing any sponsorship relationship involving the Cinema. The Owner shall have three business days to respond to a request for sponsorship by the Manager. No sponsorship relationship shall violate the covenants or community pledge as adopted by Council.

(f) Fundraising. The Owner is aware that the Manager intends to raise funds through charitable contributions to support its operations and for capital improvements, which would include, without limitation, campaigns to raise funds for modernization, maintenance, repair or expansion of the Cinema, and to further endow the arts. The Manager may desire to offer recognition to donors at various levels of support, including naming opportunities to donors, involving the identification of donors or contributors by placing signage or signs, plaques or other visual and permanent identification of donors or contributors to the Manager, its operations, facilities, programs, endowment or other support. The Manager shall consult with Owner prior to the commencement of any fundraising efforts to advise the Owner of the nature of the proposed activities and to obtain the approval of the Owner of any and all such signs, plaques or other permanent identification, including their proposed location, in advance of their sales. All final decisions shall be with Council.

ARTICLE V. OWNER CONTRIBUTIONS

The Owner shall contribute to the Manager an amount equal to fifty thousand dollars (\$50,000.00) per year, in monthly installments of \$4,167. Taking into consideration the City of Greenbelt budgeting process, this amount is negotiable in future years, but not to be less than \$50,000 without the consent of both parties. The money provided to the Manager by the Owner pursuant to this Article shall be used only for the following purposes: utilities and film rental.

ARTICLE VI. POWERS AND DUTIES OF THE OWNER

6.1 Improvements. The Owner may make continuing improvements to the Cinema, at the Owner's sole discretion; provided; however, that the Owner shall coordinate, consult and cooperate with the Manager in scheduling such improvements that are not of an emergency

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nature to minimize disruptions of scheduled events. The Owner may cause the continuing improvements to the Cinema to occur in a time and manner, which it, in its sole discretion, deems suitable. Any interruption caused by the Owner, for any reason, that interrupts normal operations will result in the reimbursement to the Manager of lost revenue.

6.2 Owner Responsibilities. The Owner shall be responsible for the replacement of all Cinema seats, windows, doors, ceiling tiles, HVAC system(s), plumbing system(s) and electrical system(s).

6.3 Insurance. The Owner shall insure the Cinema against casualty losses, either through self-insurance or a purchased insurance policy. Premiums for such insurance, if any, shall be paid by The Owner. The Owner shall provide the Manager with an insurance certificate reflecting its insurance coverage for the Cinema.

ARTICLE VII. NOT A LEASE

This Agreement is not intended to be a lease nor to give the Manager the rights of a lessee.

ARTICLE VIII. OWNERSHIP OF PROPERTY

Ownership of the real property and improvements made to the Cinema, and fixtures, furnishings and equipment necessary to the operation of the Cinema placed thereon prior to the Agreement and/or during the Term of this Agreement shall remain with the Owner. The Manager and the Owner shall jointly prepare a complete inventory of such property as of the date of this Agreement and the Manager shall update such inventory lists not less frequently than each Manager's Fiscal Year quarter.

ARTICLE IX. TERMINATION

9.1 Default of The Manager. If the Cinema is deserted, vacated or abandoned due to the fault of the Manager; or if the Manager sells, assigns, or pledges this Agreement; or if the Manager defaults in the performance of any of the covenants and agreements to be performed by the Manager pursuant to this Agreement including, without limitation, the Manager's obligation to pay Operating Expenses in a timely manner and to perform its maintenance obligations in a prompt and timely manner as set forth herein or as otherwise required by the Owner; or if the Manager fails to procure the bonds and insurance referenced herein; or if the Manager misappropriates the Owner's funds or engages in any other illegal act; or if the Manager fails to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the federal, state or city

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governments; or if the Manager files a petition in bankruptcy, or makes an assignment for the benefit of creditors or takes advantage of any insolvency act; then the Owner shall provide written notice of such default to the Manager. If such default is not cured within thirty (30) days (or, if the default is not susceptible to cure within said thirty-day period, the Manager does not commence to cure the default during the thirty-day period and complete said cure within a reasonable time) after said notice is mailed to the Manager, the Owner may terminate this Agreement.

9.2 Default of The Owner. Upon the occurrence of any default by the Owner in the performance of any of the covenants and agreements to be performed by the Owner pursuant to this Agreement, the Manager shall provide written notice of such default to the Owner. If such default is not cured within thirty (30) days (or if the Owner does not commence to cure the default within the thirty-day period) after said notice is delivered to the Owner, the Manager may terminate this Agreement.

9.3 Termination for Non-appropriation of Funds. This Agreement shall be terminated whenever adequate funds have not been appropriated by the Owner in the annual budget for the purpose set forth herein, unless the Manager agrees to waive payment of the amount herein provided. The Manager is advised that the Owner does not guarantee the appropriation of funds for any subsequent fiscal year (beginning July 1, 2019). The City Manager can verify upon request whether adequate funds have been appropriated in the budget for the relevant fiscal year.

9.4 Damage or Destruction. Either the Owner or the Manager may terminate this Agreement upon the damage or destruction of such Cinema to an extent which interferes with the regular and customary operation of the Cinema, unless Owner shall diligently undertake to repair, restore, rebuild or replace such damage or destruction within sixty (60) days after such damage or destruction occurs.

9.5 Rights Upon Termination. Upon the expiration of this Agreement or the earlier termination of the Agreement as provided for herein:

(a) The Manager shall immediately vacate the Cinema, including offices and box offices, and shall not damage any part of the Cinema during such vacation.

(b) The Manager, within ten (10) days of termination, shall provide a complete reconciliation of the Cinema inventory and provide a status report on the condition of the Cinema facility.

(c) The Manager shall peaceably surrender and transfer to the Owner, even though property of the Owner, all books, records, reports, and documents (including, but not limited to, all contracts, subcontracts, accounting and financial records, booking business records, marketing databases, ticket sales databases, and box office databases), and all property, tangible or intangible used in the operation of the Cinema or purchased or leased as a cost of operation or maintenance of the Cinema.

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(d) The Manager shall cooperate with the Owner and any successor to the Manager in accomplishing a transition of management that minimizes to the extent possible any disruption in the operation of the Cinema.

(e) The Manager shall within forty-eight (48) hours of termination remove its name from the Capital Reserve Account, thereby turning such monies over to the Owner.

(f) The Owner shall make an assessment of the then physical condition of the Cinema and the personal property therein and/or thereon, and shall be entitled to use the funds on deposit in the Operating Account to restore the Cinema to the condition it was in upon the date of this Agreement. Any such funds may also be used to pay outstanding bills of the Manager relating to the operation and management of the Cinema. Furthermore, the Owner shall be entitled to use said funds to pay the ongoing cost of operation and maintenance of the Cinema until a successor operator has entered into an operating agreement with the Owner. Following such uses, any funds then remaining in the operating account shall be released to the City.

g). The Owner shall have the right to take over the management and operation of the Cinema.

(h) If there are continued issues with the operation of the Cinema after notice of correction is sent by the City Council, the City Council may terminate this Agreement with sixty (60) days written notice, at its sole discretion.

ARTICLE X. MISCELLANEOUS PROVISIONS

10.1 **Material Breach.** As set forth in the Manager's Proposal dated December 1, 2014 ("Proposal") at page 22, which Proposal is incorporated herein as a Contract Document (See Article II, paragraph 2.3), newly-released films are to be the mainstay of nightly screenings at the Cinema. In the event the Manager fails to show movies generally referred to as "First or second" run films as the mainstay of the nightly screenings, this Agreement shall cease and all promises herein shall cease and the City shall take over the Cinema to run in its discretion. The parties acknowledge that as part of the Manager's operation and management of the Cinema, the Manager will also offer various film series, family programming, and special events as outlined in the Proposal. The Owner hereby acknowledges and agrees that if the Manager provides programming consistent with the "Products and Services" section of its December 1, 2014 Proposal, Manager will not be in breach of this Agreement.

10.2 **Assignment.** This Agreement is not assignable. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

10.3 **Notices.** Except as otherwise expressly provided by this Agreement, any written notices,

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requests, demands, consents, and other communications, that are required or may be given under this Agreement shall be given as follows:

If to the Owner:

Josué Salmerón, City Manager
City of Greenbelt
25 Crescent Road
Greenbelt, Maryland 20770
Phone: 301-474-8000
Fax: 301-441-8248

If to the Manager:

Friends of the Greenbelt Theatre
129 Centerway
Greenbelt, Maryland 20770
Phone: 301-456-5076

10.4 Successors and Assigns. This Agreement shall not be assignable or transferable by the Manager whether by operation of law or in any other manner, without prior consent in writing from the Owner. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10.5 Rights Cumulative. The rights and remedies hereby created are cumulative, and the use of one remedy shall not be taken to exclude or waive the right to use of another.

10.6 Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable, no other provisions of this Agreement shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect pursuant to the terms hereof.

10.7 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Maryland. Any action seeking to enforce any provision hereof shall be brought in the courts of Maryland located in Prince George's County.

10.8 Entire Agreement. This Agreement is the entire agreement of the parties and replaces and supersedes any prior agreements or understandings between the parties.

MANAGEMENT AGREEMENT FOR THE GREENBELT CINEMA

10.9 No Additional Rights. By entering into this Agreement the Manager shall obtain no additional rights or privileges in the future regarding the operation or use of either Cinema and the Owner shall not be deemed to have waived or abrogated any power or discretion it has regarding the operation or ownership of either Cinema upon the expiration or termination of this Agreement.

10.10 Indemnification. As and from the date hereof, The Manager agrees to defend, indemnify and hold the Owner, its officers, employees and agents, harmless from and against any and all claims, damages, causes of action, losses, injuries or lawsuits that may arise from, or out of, related to, or in any way connected with The Manager's use or occupancy of the Cinema or the performance of The Manager's duties pursuant to this Agreement, including The Owner's reasonable attorney's fees.

The Manager recognizes and acknowledges that the Owner shall not be liable for, and the Manager hereby absolutely and irrevocably waives all claims for loss or damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) injury done or occasioned by wind; (iii) any defect in, or wiring or installation of gas, water, plumbing heating, air conditioning, electrical, lighting or other systems, apparatus, conduits, mechanisms or units, steam pipes, stairs, railings or walks; (iv) broken glass; (v) the backing up of any sewer pipe or downspout; (vi) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe, drain or any other pipe or tank in, upon, or about the building, or the Cinema; (vii) the escape of steam or hot water; (viii) water, snow or ice being upon or coming through the roof, skylight, trapdoor, stairs, doorways, show windows, walks or any other place upon or near the building or the Cinema or otherwise; (ix) the falling of any fixture, plaster, tile or stucco; and (x) any act, omission, or negligence of other tenants, licensees or of any other persons or occupants of the building or of adjoining or contiguous buildings, or of owners of adjacent or contiguous property; (xi) the Owner's failure to keep any part of the building in repair; (xii) damage to, or loss by theft or otherwise, or property of the Manager or others; (xiii) all property of the Manager, kept in or on the premises, shall be kept at the Managers risk only, and the Manager shall save The Owner harmless from any and all claims arising out of any damage to the same, including subrogation claims by the Manager's insurance carrier.

10.11 Offset. In the event that the Manager shall owe an obligation of any type whatsoever to the Owner at any time during the term hereof or after termination of the relationship created hereunder, the Owner shall have the right to offset any amount so owed by the Manager against any compensation due the Manager from the Owner.

10.12 Waiver. The delay or inaction of any party in the pursuit of such party's remedies as set forth in this Agreement, or available by law, shall not operate as a waiver of any of that party's rights or remedies.

MANAGEMENT AGREEMENT FOR THE GREENBELT CINEMA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year above written.

THE MANAGER:

OWNER:

THE FRIENDS OF THE GREENBELT
THEATRE

THE CITY OF GREENBELT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

City Council Agenda Item Report

Meeting Date: January 8, 2024

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

Reopening Application Period for City Council Vacancy Appointment

Suggested Action:

Requested by Danielle McKinney and Kristen Weaver

After listening to the feedback of many residents, including declared candidates to fill the vacancy on City Council, we feel it's important to have an additional open period for applications for the vacancy. This will ensure that a wider cross-section of the Greenbelt community is aware of the opening and has the opportunity to consider applying. While this delays the process slightly, it still allows for a new councilmember to be in place before the council retreat takes place on January 27th and budget conversations begin in February.

09 January: window opens to pick up applications, begin promotion on City website, social media, and other avenues

11 January: publication in the Greenbelt News Review

18 January, 5:00 pm: deadline to submit application materials

23 January: Special Meeting for Candidate Interviews

24 January: Special Meeting for Deliberation and Selection

Attachments: