



CITY COUNCIL REGULAR MEETING AGENDA

SEPTEMBER 24, 2025
7:30 PM

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

1. Call to Order
2. Roll Call
3. Meditation and Pledge of Allegiance to the Flag

Suggested Action: **Reading of the Greenbelt Community Pledge:** *The strength of Greenbelt is diverse people living together in a spirit of cooperation. We celebrate all people. By sharing together all are enriched. We strive to be a respectful, welcoming community that is open, accessible, safe and fair.*

4. Petitions and Requests

Suggested Action:

5. Consent Agenda

Suggested Action:

- a. *Authorization to Procure Ammunition for Police-Issued Firearms

Suggested Action: Staff recommends that Council authorize the City Manager to execute the purchase of departmental ammunition from The Gun Shop in the amount of \$11,484.30 for mandatory annual training. Funding is available in the FY26 budget, which includes \$18,500 for firearms and ammunition purchases.

- b. *Committee Reports

Suggested Action:

- c. *Minutes

Suggested Action:

- d. *Approval of the Community Questionnaire

Suggested Action: Revised 2025 Community Questionnaire to accompany the upcoming City Council election. The updates reflect comments from the Council and residents provided in the September 8 Regular Council Meeting.

- e. * New Picnic Table at Buddy Attick Lake Pavilion

Suggested Action: Staff is seeking Council's authorization for the City Manager to execute the attached proposal with Sparks@Play, 3705 Crondall Lane, Owings Mills, Maryland 21117, for a total project cost of \$19,999.70.

6. Approval of Agenda and Additions

II. COMMUNICATIONS - 15 minutes (7:45 - 8:00 p.m.)

7. Presentations

a. National Hispanic Heritage Month

Suggested Action: National Hispanic Heritage Month is September 15 to October 15. This year's theme, "Collective Heritage: Honoring the Past, Inspiring the Future."

b. Public Lands Day Proclamation

Suggested Action: National Public Lands Day is the nation's largest hands-on volunteer effort to improve and enhance public lands. Kevin Carpenter-Driscoll, Environmental Coordinator, will be present to receive the proclamation and provide an update on this event.

8. Minutes

a. Statement of Record - Closed Session, August 8, 2025

Suggested Action: Statement of Record - Closed Session, August 4, 2025

Closed Session of August 4, 2025: The following motion is needed: In accordance with the General Provisions Article, Section 3-06(C)(2) of the Annotated Code of the Public General Laws of Maryland. I move that the minutes of tonight's meeting reflect that the Council met in closed session on Monday, August 4, 2025, at 10:09 p.m., in the Council Chambers. Council held this closed meeting in accordance with Section 3-305(b)(1), (3), (7), and (8) of the General Provision Article of the Annotated Code of the Public General Laws of Maryland 1) to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or any other personnel matter that affects one or more specific individuals; 2) to consider the acquisition of real property for a public purpose and matters directly related thereto; 3) to consult with counsel to obtain legal advice on a legal matter; and 4) to consult with staff, consultants, or other individuals about pending or potential litigation.

The purpose of this meeting: 1) City Manager Evaluation, and 2) to discuss and get legal advice about a proposed real estate acquisition.

Vote to close session:

	Yes	No	Abstain	Absent
Ms. Knesel				X
Ms. McKinney	X			
Ms. Pompei	X			
Ms. Pope				X
Mr. Roberts		X		
Ms. Weaver	X			
Mayor Jordan	X			

Staff members present: Josué Salmerón, City Manager; Terri Hruby, Director of Planning (until 10:47 pm); Dawane Martinez, Director of Human Resources; Todd Pounds, City Solicitor (until 10:47 pm).

Action Taken: Instruct the city manager to continue developing proposals for annexation and get additional legal advice; set a date for the next session regarding the City Manager evaluation.

b. Statement of Record - Closed Session, August 13, 2025

Suggested Action: Statement of Record — Closed Session, August 13, 2025

Closed Session of August 13, 2025: The following motion is needed: In accordance with the General Provisions Article, Section 3-06(C)(2) of the Annotated Code of the Public General Laws of Maryland. I move that the minutes of tonight's meeting reflect that the Council met in closed session on Wednesday, August 13, 2025, at 10:18 p.m., in the Council Chambers. Council held this closed meeting in accordance with Section 3-305(b)(1), and (3) of the General Provision Article of the Annotated Code of the Public General Laws of Maryland 1) to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or any other personnel matter that affects one or more specific individuals; and 2) to consider the acquisition of real property for a public purpose and matters directly related thereto.

The purpose of this meeting: 1) City Manager Evaluation, and 2) to discuss matters related to the acquisition of real estate and annexation.

Vote to close session:

	Yes	No	Abstain	Absent
Ms. Knesel	X			
Ms. McKinney	X			
Ms. Pompei	X			
Ms. Pope	X			
Mr. Roberts		X		
Ms. Weaver	X			
Mayor Jordan	X			

Staff members present: Josué Salmerón, City Manager (until 11:08 pm); and Terri Hruby, Director of Planning and Community Development (until 11:08 pm).

Action Taken: Instructed staff to put forward a contract for annexation surveys at next regular meeting.

9. Administrative Reports

Suggested Action: This link will display the weekly report for the City Manager and City Departments.

<https://www.greenbeltmd.gov/396/Weekly-Reports>

III. LEGISLATION - 30 minutes (8:00 - 8:30 p.m.)

10. An Ordinance To Make A Supplemental Appropriation To The General Fund, For The Fiscal Year Ending June 30, 2026, In The Amount Of Seventy Thousand Dollars (\$70,000) To Cover Survey Costs And Associated Legal Fees Related To The Annexation Of Certain Real Properties.

Suggested Action: - 1st Reading, Suspension of the Rules
- 2nd Reading, Adoption

Suggested Action:

Enclosed in the Council's packet is an ordinance proposing a supplemental appropriation to the General Fund (ACCT# 001-10-150-000-523013-00), in the amount of \$70,000 for the fiscal year ending June 30, 2026. This appropriation is intended to fund professional services (i.e., surveys and legal expenses) associated with the preparation of annexation resolutions.

It is recommended that the Council introduce the ordinance, suspend the rules, and adopt the ordinance at this meeting.

11. Resolution to Repeal and Amend Charter Review Taskforce Resolution 2113
- 1st Reading, Suspension of the Rules
- 2nd Reading, Adoption

Suggested Action: Included in Council packet is a resolution amending Resolution 2113, which established the Charter Review Task Force, to remove demographic and categorical membership requirements. The amendment retains the 15-member structure but allows all appointments to be made at Council's discretion. Council approval is sought.

IV. OTHER BUSINESS - 120 minutes (8:30 - 10:30 p.m.)

12. Discussion on Potential Annexation of Beltsville Agriculture and Research Center (BARC) and NASA Properties

Suggested Action:

A staff memorandum has been provided in Council's agenda packet outlining a proposal for the annexation of approximately 2,215 acres of land, including the WMATA Rail Yard as well as portions of the USDA/Barc and NASA campuses.

If City Council concurs with the proposal as presented, staff recommends that City Council authorize the City Manager to prepare the required resolutions of annexation.

13. Authorize the City Manager to execute a contract with Charles P. Johnson and Associates in an amount not to exceed \$68,600 for survey services

Suggested Action: To initiate the annexation process as discussed under Item 13, and as further explained in the Memorandum provided under Item 13, staff has obtained proposals from the City's on-call engineer consultant, Charles P. Johnson and Associates, to provide the survey services necessary for preparing the metes and bounds descriptions and land exhibits required to draft the annexation resolution(s). The total cost of the proposals is \$68,600.

Staff recommends that the City Council authorize the City Manager to execute a contract with Charles P. Johnson and Associates in the amount of \$68,600 to provide survey services in support of the annexation process.

14. Authorizing the City Manager to Execute Contract with WasteZero – for the Save As You Throw (SAYT) Program

Suggested Action: The City has negotiated a Pay-Your-Way (PYW) Trash Metering Agreement with WasteZero, Inc. to support implementation of the City's solid waste metering program (Save As You Throw SAYT) beginning January 1, 2026. The agreement provides for the manufacture, distribution, and customer support services necessary for the sale of official Pay-Your-Way bags and Max-Trash stickers. WasteZero will manage logistics, inventory, and accounting services on behalf of the City, and program revenues (net of WasteZero's service fees) will be deposited in a custodial banking account for transfer to the City.

Staff recommends that Council authorize the City Manager to execute this contract or a substantially similar agreement in a form as reviewed and approved by the City Solicitor.

15. Discussion on Temporary Parliamentarian and Robert's Rules of Order

Suggested Action: Ms. Pompi requested that this item be added to the agenda for discussion.

16. Discussion on Parking and Zoning at Greenbelt Station

Suggested Action: Councilmember McKinney has requested the inclusion of an agenda item to discuss the establishment of special residential districts in neighborhoods served by City streets.

Staff would like direction from Council prior to conducting research on the parking issues and drafting legislation. Staff also recommends conducting a parking study to determine the issues to be addressed with residential parking districts.

17. Council Reports

a. Report from the County Council Qualified Data Center Task Force Meeting

Suggested Action: Mayor Pro Tem will provide a report on the County Council Qualified Data Center Task Force Meeting held on September 10, 2025.

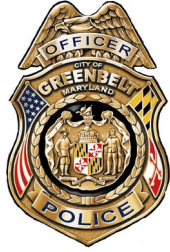
18. Council Activities

19. Meetings

a. Discussion on proposed meeting schedule

Suggested Action: Mayor Pro Tem Weaver proposed the following changes to the meeting schedule:

- **November 17, 2025** – Possibly move the Regular Meeting to **November 24**.
- **November 26, 2025** – No Work Session (Wednesday before Thanksgiving).
- **Saturday, December 6, 2025, or Saturday, December 13, 2025** – Schedule a Council Retreat for the new City Council.
- **Weeks of December 22 and December 29, 2025** – No meetings scheduled.



**INTERDEPARTMENTAL MEMO
GREENBELT POLICE
DEPARTMENT**

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

To: Josué Salmerón, City Manager

From: Lieutenant Michael Apgar

VIA: Deputy Chief Timothy White and Chief Richard Bowers

Date: 9/19/25

Re: Annual Police Ammunition Purchase.

Staff have identified The Gun Shop as the department's ammunition supplier for the department's annual ammunition purchase, to be used for various mandatory annual training. The cost to purchase the department's annual ammunition order is \$11,484.30.

Council has approved \$18,500 in the FY26 budget for firearms and ammunition purchases.

This memo is a recommendation for Council to authorize the City Manager to execute the purchase of departmental ammunition from The Gun Shop for \$11,484.30



QUOTE
THE GUN SHOP

Quote #
20746

N.J. Retail #2101
FFL #8 22 005 01 4F 01103

60 Main Street #D
Vincentown, NJ 08088-8870
609/859-1997 Fax 609/859-3099
E Mail: info@policeammo.com

EIN 22-2167890

Quote To	Ship To
Greenbelt City Police Department(MD) Lt Mike Apgar 25 Crescent Road Greenbelt, MD 20770-1886	Greenbelt City Police Department(MD) Lt Mike Apgar 550 Crescent Road Greenbelt, MD 20770-1886

Delivery	Salesperson	Terms	Shipped Via	F.O.B.	Date
Best Way	Beth	Net 30	Drop	Destination	9/11/2025

Quantity	Item	Description	Unit Price	Amount
10.00	LE223T3	Federal, Rifle, Tactical 223 Rem 62 Gr Bonded SP (10.00 Cases) (100 Boxes) (2000 Rounds)	\$312.52	\$3,125.20
10.00	P9HST1	Federal, Pistol Cartridge, HST 9mm 124 GR HST HP (10.00 Cases) (200 Boxes) (10000 Rounds)	\$414.71	\$4,147.10
10.00	LE308TT2	Federal, Rifle, Tactical 308 Win 168 Gr Tactical Bonded Tip (10.00 Cases) (100 Boxes) (2000 Rounds)	\$421.20	\$4,212.00
1.00	MDDGS BPO	Gun Shop, Contract Pricing 001B9400284 Expires 9/30/25 (1.00 Case) (0 Boxes) (0 Units)	\$0.00	\$0.00
			Total Due	\$11,484.30

CITY OF GREENBELT, MARYLAND

OFFICE OF THE CITY MANAGER

25 CRESCENT ROAD, GREENBELT, MD. 20770



TO: City Council

From: Tim George, Assistant City Manager

Date: September 16, 2025

RE: City Council Recommended Changes to the 2025 Community Questionnaire

Changes made to the 2025 Community Questionnaire

- 1) Modified the intro paragraph to add a “why”. Specifically, *“Your confidential responses will be consolidated in a report for general distribution and will be used to set Council and Administrative budget priorities for the coming year.”*
- 2) Created space on the back page with a two-column question 1 & 2
- 3) Edited the tense in Question 3.
- 4) Added more language options to Question 4
- 5) Added geographic descriptions to Question 5.
- 6) Change the titles on the back page to COMMUNITY ENGAGEMENT QUESTIONS and GENERAL COMMENTS
- 7) Added questions from the previous survey under General Comments:
 - a. Describe what you like most about the Greenbelt community.
 - b. What improvements to the City or new City programs would you suggest?

A NATIONAL HISTORIC LANDMARK

PHONE: (301) 474-8000 www.greenbeltmd.gov

COMMUNITY ENGAGEMENT QUESTIONS

1. What barriers are there to attending City events, including council meetings?

- ___ Time
- ___ Location
- ___ Too many
- ___ Childcare
- ___ No bilingual services
- ___ Other, please specify: _____

2. In your opinion, City services provided to Greenbelt community have improved over the last two years.

- ___ Strongly Agree
- ___ Agree
- ___ Neutral
- ___ Disagree
- ___ Strongly Disagree
- ___ Please provide details : _____

3. Is the City offering events/activities that are of interest to you?

- ___ Yes
- ___ No If no, what events would you like to see? _____

4. If you needed bilingual services, what language would you prefer?

- ___ Spanish
- ___ French
- ___ Yoruba
- ___ Afrikaans
- ___ Other, please specify: _____

5. Do you feel welcome at City of Greenbelt events held in the following areas of the City?

- In Greenbelt West ___ Yes ___ No (Greenbelt neighborhoods west of Kenilworth Avenue)
- In Greenbelt Center ___ Yes ___ No (Greenbelt neighborhoods between Kenilworth & B-W Parkway)
- In Greenbelt East ___ Yes ___ No (Greenbelt neighborhoods east of Baltimore-Washington Parkway)
- If no, please explain. _____

GENERAL COMMENTS

6. Describe what you like most about the Greenbelt community. _____

7. What improvements to the City or new City programs would you suggest? _____

8. Other Comments: _____

CITY OF GREENBELT
COMMUNITY QUESTIONNAIRE 2025



At election time, residents are asked to take a few minutes to complete the following questionnaire. The information obtained will be useful to the City Council and City staff. Your confidential responses will be consolidated in a report for general distribution and will be used to set Council and Administrative budget priorities for the coming year. Please place your questionnaire in the box provided at the polling location or send it to 25 Crescent Road, Greenbelt, Maryland 20770.

GENERAL INFORMATION

1. Residency - Type

- ___ Apartment
- ___ Condominium
- ___ Detached Single Family Home
- ___ Townhouse
- ___ GHI

2. Residency - Neighborhood

- ___ Greenbelt East (east of Baltimore-Washington Parkway)
- ___ Greenbelt West (west of Kenilworth Avenue)
- ___ Center City (between Kenilworth & B-W Parkway)

3. Do you? ___ Own ___ Rent

4. Age:

- ___ Under 18
- ___ 18-29
- ___ 30-44
- ___ 45-60
- ___ 61-74
- ___ 75+

5. How many years have you lived in Greenbelt?

- ___ Less than 1 year
- ___ 1-5 yrs.
- ___ 6-10 yrs.
- ___ 11-20 yrs.
- ___ 21-30 yrs.
- ___ More than 30 yrs.

6. Employment Status (Please check all that apply.)

- ___ Full-Time
- ___ Unemployed
- ___ Stay at home parent
- ___ Student
- ___ Part-Time
- ___ Retired
- ___ Work from home
- ___ Multiple Jobs

7. Where do you work?

- ___ Greenbelt
- ___ Baltimore
- ___ Montgomery County
- ___ Prince George's County
- ___ Washington, D.C.
- ___ Other

8. Which of the following best describes your racial identity? (Select all that apply)

- ___ White
- ___ Latino/Hispanic
- ___ Native Hawaiian
- ___ American Indian
- ___ Other (please specify): _____
- ___ Black or African American
- ___ Asian
- ___ Other Pacific Islander
- ___ Alaska Native

9. What is your gender identity?

- ___ Male
- ___ Female
- ___ Non-binary
- ___ Another gender identity _____
- ___ Prefer not to say

CURRENT QUESTIONS

- 1. Which of the three options for the development of the Armory site do you prefer: ___1) Municipal center/mixed-use ___2) Residential/mixed-use; ___3) Fire/EMS station.
- 2. Should Greenbelt provide a city-wide circulator bus service? ___Yes ___ No . If yes, do you support raising taxes to cover the cost? ___Yes ___ No

PUBLIC SAFETY

1. Please rate your satisfaction over the last 2 years with the following services. (5=Excellent, 4=Good, 3=Average, 2=Fair, 1=Poor)

- ___ Police Presence
- ___ Police Responsiveness
- ___ Dispatcher Responsiveness
- ___ Overall Police Performance
- ___ Overall Police Employee Competence
- ___ Police Attitude & Behavior Towards Residents
- ___ Animal Control
- ___ Fire & Rescue
- ___ Traffic Control
- ___ Parking Enforcement

2. Do you have any concerns about safety and security within Greenbelt? If so, please list: _____

3. If you have contacted the Police in the last 2 years, was the employee polite and courteous? ___Yes ___No

4. Did the police employee assist you satisfactorily? ___Yes ___No ___Don't Know

FOR HELPING US TO SERVE YOU BETTER!



PUBLIC WORKS

1. Please rate your satisfaction over the last 2 years with the following services.
(5=Excellent, 4=Good, 3=Average, 2=Fair, 1=Poor)

_____ Street Maintenance	_____ Street Lighting
_____ Street Cleaning	_____ Snow Removal
_____ Sidewalk Maintenance	_____ Crosswalks
_____ Park Maintenance	_____ Bike Lanes
_____ Refuse Collection	_____ Recycling
_____ Mowing/Flower & Tree Planting	
_____ Building Maintenance	
_____ Bus Stops	
_____ Greenbelt Connection	

2. If you have contacted Public Works in the last 2 years, was the employee polite and courteous?
_____Yes _____No

GREENBELT CARES/SOCIAL SERVICES

1. Have you or your family utilized any of the services listed below (#3) in the last 2 years?
_____Yes _____No

2. Did you know that the City provides the services below?
_____Yes _____No

3. If yes, please rate your satisfaction with the services.
(5=Excellent, 4=Good, 3=Average, 2=Fair, 1=Poor)

_____ Counseling (individual, family or group)
_____ Crisis Intervention Counseling _____ Tutoring
_____ Job Bank _____ GED Program
_____ Babysitting Workshop
_____ Assistance in Living (GAIL) Program

4. If you plan to remain in your home as you age, which of the following might you require:

_____ Online Advice & Support
_____ Home Modifications
_____ Activities for Homebound
_____ 1st Floor Bathroom
_____ Other: _____

5. How soon would you need these services?
___ Now ___ 1-3 Years ___ 4-7 Years ___ 8+ Years

COMMUNITY DEVELOPMENT/CODE ENFORCEMENT

1. Have you had contact with City Community Development/Code Enforcement Staff (inspection, permit, tall grass, structure complaint, etc.)?
_____Yes _____No

2. Was the Community Development/Code Enforcement employee polite and courteous?
_____Yes _____No

3. Did the Community Development/Code Enforcement employee assist you satisfactorily?
_____Yes _____No

EDUCATION

1. If you have school age children, please rate the schools they currently attend.
(5=Excellent, 4=Good, 3=Average, 2=Fair, 1=Poor)

_____ Greenbelt Elementary
_____ Springhill Lake Elementary
_____ Dora Kennedy French Immersion
_____ Magnolia Elementary
_____ Greenbelt Middle School
_____ Eleanor Roosevelt High School
_____ Home Schooling
_____ Other _____

2. Using the same scale in #1 above, please rate the Prince George’s County School System overall. _____

3. Please rank the following statements.
(5=Strongly Agree, 4=Agree, 3=Neutral, 2=Disagree, 1=Strongly Disagree)

_____ The City should continue to provide grants to Greenbelt schools/educators
_____ The City should continue to advocate that Greenbelt students attend Greenbelt schools, if they choose.

GREENBELT MUSEUM

1. Have you or a member of your household visited the museum or attended a museum activity in the past 2 years? _____Yes _____No

RECREATION

1. Please rate your satisfaction with any City facilities which you or your family have used.
(5=Excellent, 4=Good, 3=Average, 2=Fair, 1=Poor)

_____ Aquatic & Fitness Center	_____ Parks
_____ Athletic Fields	_____ Trails
_____ Community Center	_____ Dog Park
_____ Springhill Lake Rec. Center	_____ Skate Park
_____ Youth Center	_____ Playgrounds
_____ Other _____	

2. Please rate your satisfaction with any City activities which you or your family have attended:
(5=Excellent, 4=Good, 3=Average, 2=Fair, 1=Poor)

_____ Fitness Classes	_____ Pre-School Classes
_____ Youth/Adult Classes	_____ Camp Programs
_____ Visual Art Programs	_____ Senior Programs
_____ Performing Art Programs	
_____ Aquatic Programs	
_____ Special Events (Artful Afternoons, Fall Fest, July 4th, Winter Lights Festival, Celebration of Spring, etc.)	
_____ Other (Please Specify): _____	

3. Please check any programs which you or a member of your household are likely to attend within the next 2 years. (Check all that apply)

_____ Pre-school Activities	
_____ Children’s Afterschool Activities	
_____ Children’s Weekend Activities	
_____ Children’s Drop-in Activities	
_____ Home School/School Enrichment Activities	
_____ Family Recreation Activities – Weekends	
_____ Adult Classes or Leagues	
_____ Senior Activities _____ Drop-in Activities	
_____ Special Events (Artful Afternoons, Fall Fest, July 4th, Winter Lights Festival, Celebration of Spring, etc.)	

PUBLIC INFORMATION

1. How would you prefer to receive information about City programs and services? (Please rate your use from 1-10; 1=top preference)

_____ Greenbelt TV	_____ Mail
_____ City Newsletter	_____ E-mail
_____ Greenbelt News Review	_____ Facebook
_____ Greenbeltdmd.gov	_____ YouTube
_____ Washington Post	_____ WTOP (Radio)
_____ Local TV News	_____ Posters/Flyers
_____ Other _____	

PUBLIC INFORMATION (Con’t)

2. Please rate your satisfaction with Greenbelt’s efforts to publicize and broadcast official information and City events?
(5=Excellent, 4=Good, 3=Average, 2=Fair, 1=Poor)

3. Do you use the City’s website at www.greenbeltdmd.gov?
_____Yes _____No

If so, what for?

_____ Watch Meetings	_____ Calendar
_____ Watch Videos	_____ Documents
_____ Other: _____	

4. What services would you like to see on the City website?

5. Have you used the video streaming/on-demand section of the City website? _____Yes _____No

6. Have you watched any of the programming, including Council meetings, offered on the City’s Municipal Access channel over the past 2 years? _____Yes _____No

7. Do you watch the public access channel known as Greenbelt Access Television (GATE)? _____Yes _____No

CITY SERVICES AND TAXES

1. How do you rate the value of City services and programs for your tax dollars? (5=Excellent, 4=Good, 3=Average, 2=Fair, 1=Poor) _____

2. Are City services fairly distributed throughout Greenbelt?
_____Yes _____No [Provide Comments on Page 4.]

3. The City has limited ability to raise revenues other than through property taxes or fees. In light of this fact, would you support a tax rate increase in order to:

- Maintain current City services/programs ___Yes ___No
- Increase City services/programs _____Yes _____No
- Provide fair compensation to employees _____Yes _____No
- Participate in green initiatives (greenhouse gas reduction, solar power, battery powered equipment, etc.) _____Yes _____No

4. In general, should City services be (choose one):
____ Kept at the same level _____ Reduced
____ Increased

5. If the City had to reduce services/programs, which ones would you suggest and why?



MEMORANDUM

Brian Kim
Director of Public Works
bkim@greenbeltmd.gov

Date: 23-September-2025

To: Mr. Josué Salmerón, City Manager

From: Brian Kim, Director of Public Works

Re: **New Picnic Table at Buddy Attick Lake Pavilions**

SUBJ.: **Council Approval:
Purchase New DuMor Picnic Tables**

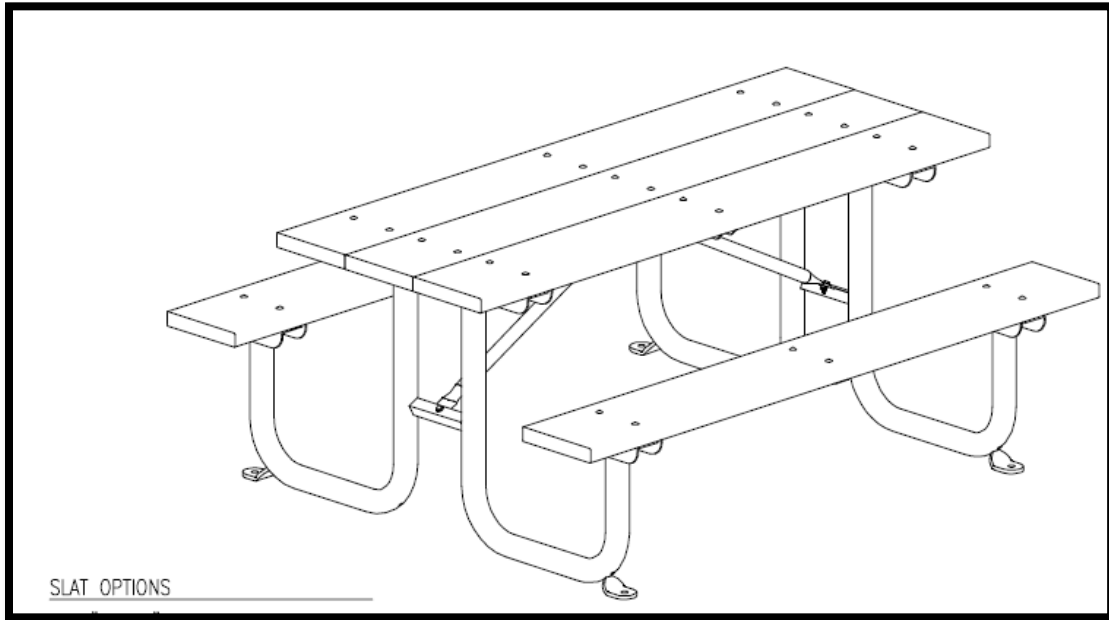
Background:

Following the installation of the new pavilions at Buddy Attick Lake Park, the Department of Public Works has identified an internal operating account (700 524799/Parks Miscellaneous) with sufficient funding to purchase a total of twelve (12) new DuMor picnic tables. The order will consist of:

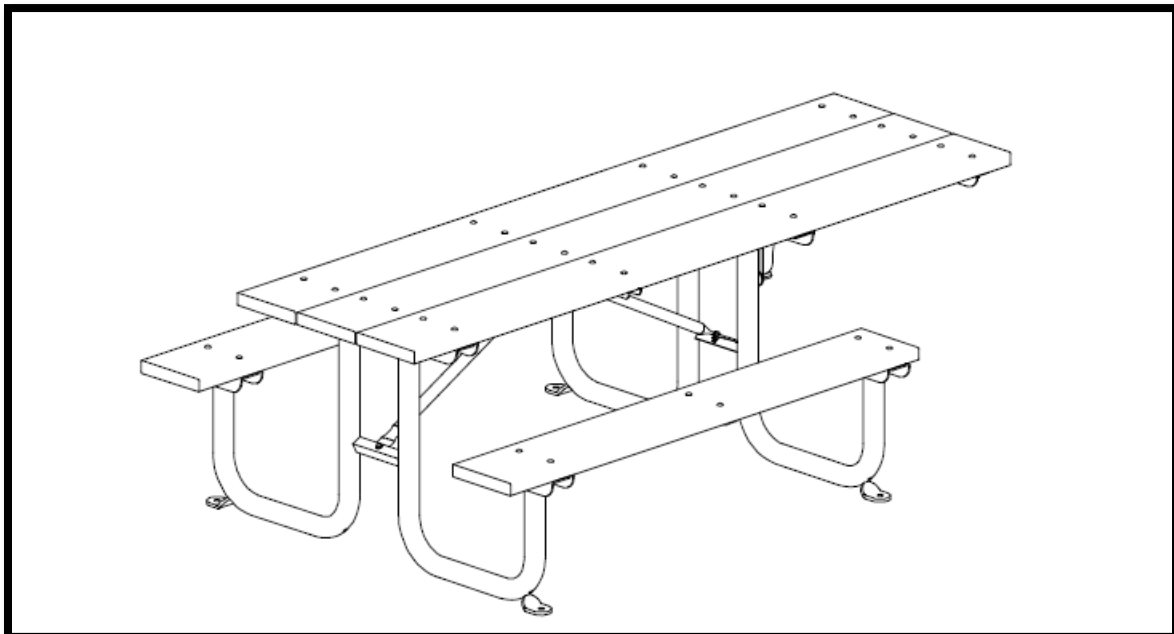
- Nine (9) standard six-foot tables
- Three (3) wheelchair accessible

AREA	6' PICNIC TABLE	WHEELCHAIR ACCESSIBLE
Small Pavilion	3	1
Large Pavilion	6	2
TOTAL:	9	3

Six Foot Picnic Table



Wheelchair Accessible



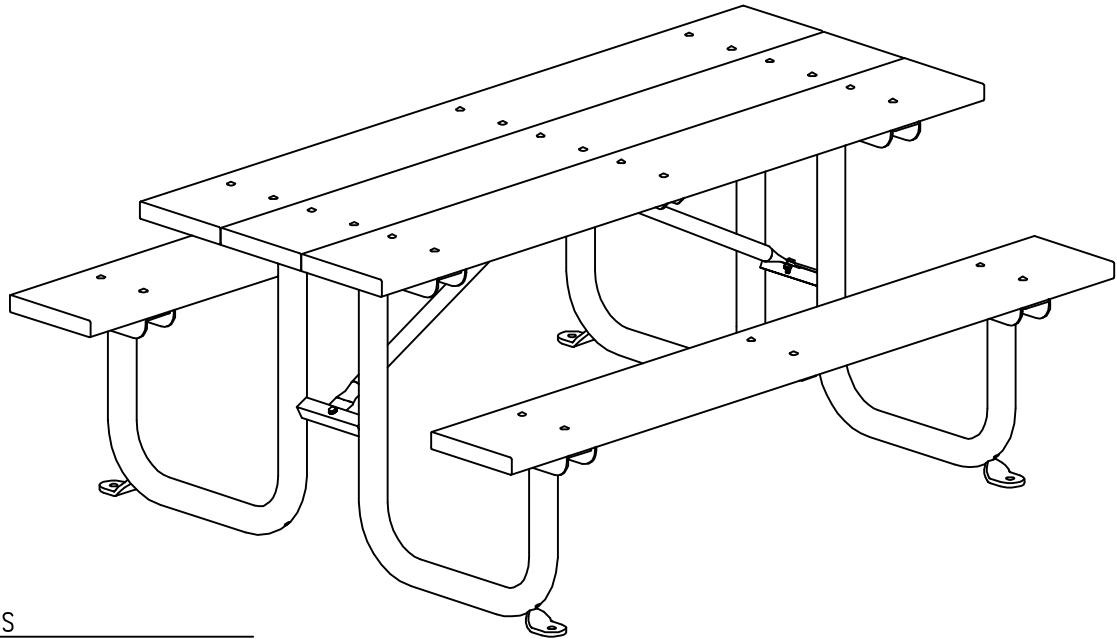
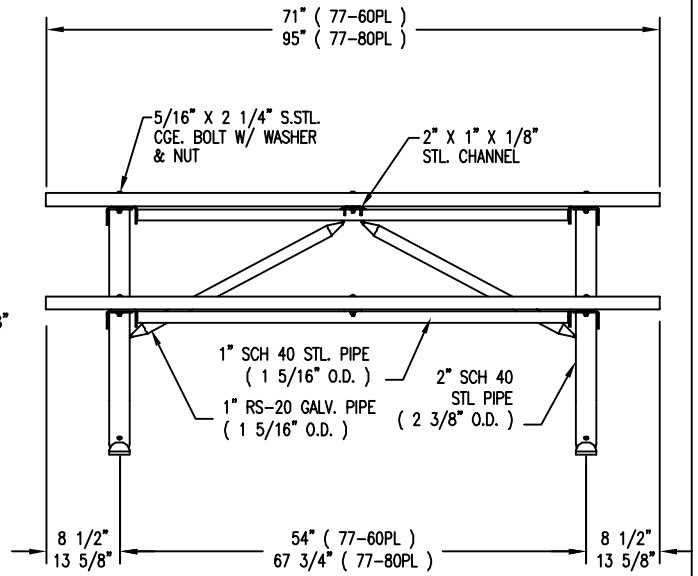
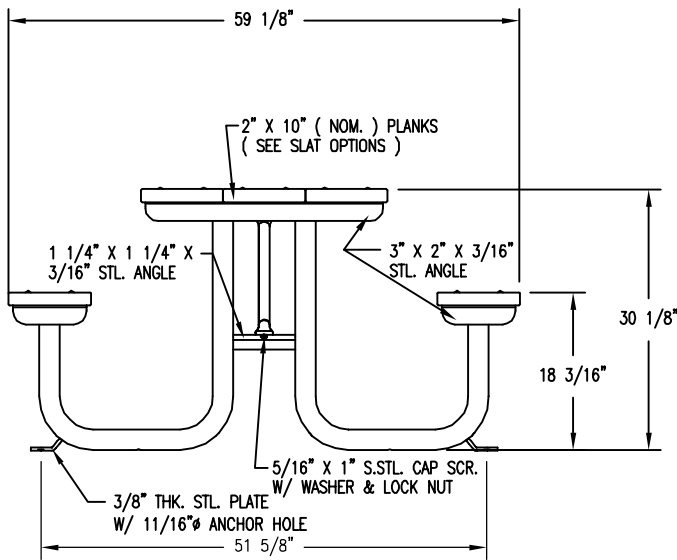
Recommendation:

The contractor chosen to supply the tables is Sparks@Paly, with an active Sourcewell a cooperative purchasing organization with contracts that have already been competitively bid and won.

We are seeking Council's authorization for the City Manager to execute the attached proposal with Sparks@Play, 3705 Crondall Lane, Owings Mills Maryland 21117 for a total project cost of \$19,999.70.

ATTACHMENTS:

- <Buddy Attick-Dumor Tables>: *Proposal for New Picnic Tables*
- <77 SERPL>: *6' Table Cut Sheet*
- <77-68-1PL>: *Wheelchair Accessible Table Cut Sheet*



SLAT OPTIONS

- ☐ "CEDAR" RECYCLED PLASTIC
- ☐ "GREY" RECYCLED PLASTIC
- ☐ "REDWOOD" RECYCLED PLASTIC
- ☐ "WALNUT" RECYCLED PLASTIC
- ☐ OTHER _____

FINISH OPTIONS:

- ☐ ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
- ☐ HOT DIP GALV. AFTER FABRICATION.

NOTES:

- 1.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED.

LENGTH OPTIONS

- ☐ 6' TABLE
- ☐ 8' TABLE



PICNIC TABLE

DATE DRAWN : 03/22/94
DRAWN BY : AWH
DATE REV. : 01/11/17
REV. BY : RDH

REV.
H

DRAWING
NUMBER

77 SERIES PL

SHEET
1 OF 2

NOTES:

- 1.) DURING ASSEMBLY PROCEDURE;
DO NOT COMPLETELY TIGHTEN HARDWARE.
- 2.) THE ACTUAL PARTS WILL NOT BE NUMBERED.
NUMBERS ONLY APPLY TO DRAWING.
- 3.) UPON COMPLETION OF ASSEMBLY SQUARE
ALL COMPONENTS THEN TIGHTEN ALL HARDWARE.
- 4.) MOUNT AND ANCHOR AS SPECIFIED.

TOOLS REQ'D

3/4" WRENCH
1/2" WRENCH
1/2" MASONRY DRILL BIT
DRILL

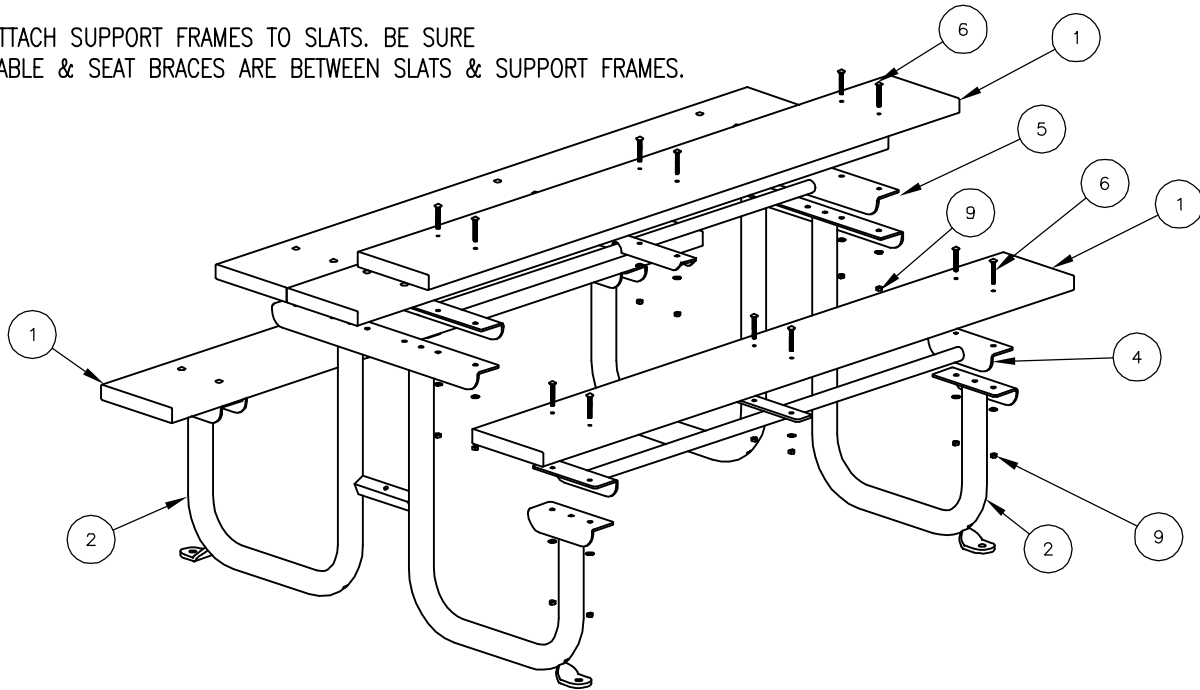
PARTS LIST

ITEM	QTY	PART NO	DESCRIPTION
1	5	0-71-60PL-01	2" X 10" X 71" SLAT, PLASTIC
2	2	0-77-00-01	END SUPPORT FRAME
3	2	0-77-60-02	DIAGONAL BRACE FOR 6' TABLE
4	2	0-77-60-14	6' SEAT BRACE
5	1	0-77-60-15	6' TABLE TOP BRACE
6	30	1-11-062	5/16" X 2 1/4" SS CGE BOLT
7	4	1-12-061	5/16" X 1" SS HEX HD CAP SCR
8	4	1-20-016	5/16" SS NYLON LOCKNUT
9	30	1-21-015	5/16" SS HEX NUT
10	38	1-22-017	5/16" SS FLAT WASHER

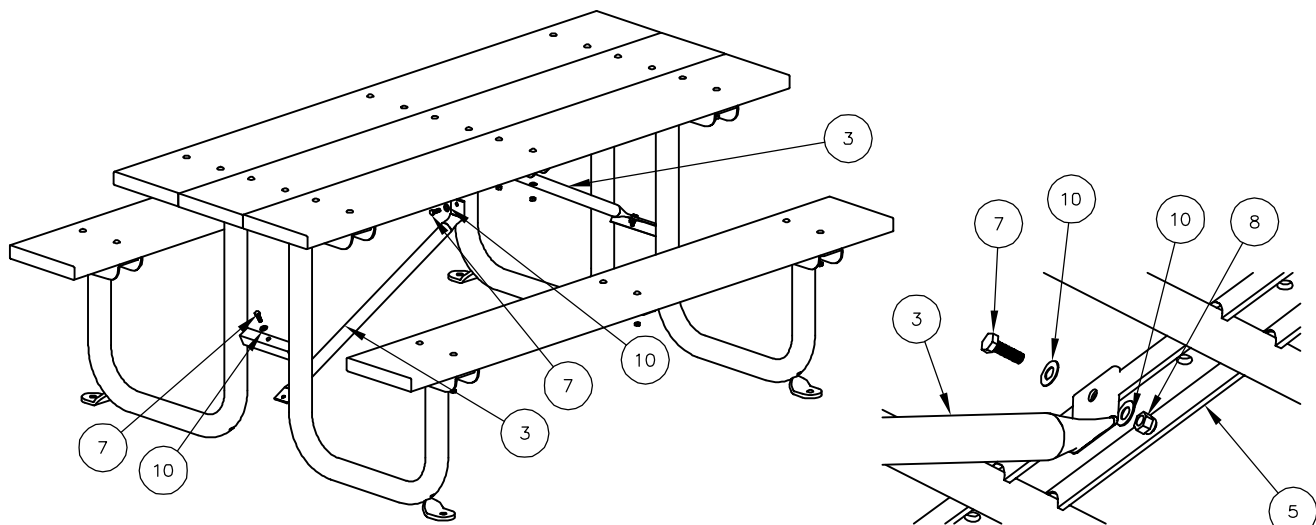
KITS PROVIDED

ITEM	QTY	PART NO	DESCRIPTION
11	1	K-77PL	77PL SER HARDWARE KIT
12	1	K-ANC0860-4	1/2" X 3 3/4" SS ANCHOR KIT (4PC)

- ① ATTACH SUPPORT FRAMES TO SLATS. BE SURE
TABLE & SEAT BRACES ARE BETWEEN SLATS & SUPPORT FRAMES.



- ② ATTACH DIAGONAL BRACES TO STEP 1 ASSEMBLY.



UNDERSIDE OF TABLE DETAIL



PROPOSAL

Proposal Number: 012357-1

Proposal Date: September 17, 2025

Opportunity No.: 012357

**ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE
MADE OUT TO:**

Sparks at Play, LLC
3705 Crondall Lane
Owings Mills, MD 21117
T: 410-356-4151 F: 410-356-2198

Proposal Presented To:

TO: Brian Kim

FROM: Jason Sparks

RE: Buddy Attick-Dumor Tables

Customer ID	Good Through	Sales Rep Name
	30 days from proposal date	Jason Sparks

Quantity	Unit Type	Description	Unit Price	Amount
1	Lump Sum	Courtesy discount.	-\$1,023.00	-\$1,023.00
1	Lump Sum	Dumor Equipment per Design #775-160563-25B Option 1: • (9) 77-60HGPLC ◦ 6' PICNIC TABLE, CDR PL, HG • (3) 77-68-1HGPLC ◦ WHLCHR PICNIC TABLE, CDR PL, HG	\$20,190.00	\$20,190.00
1	Lump Sum	Freight for Dumor Equipment per Design #775-160563-25B Option 1	\$832.70	\$832.70
			SUBTOTAL	\$19,999.70
			SALES TAX	\$0.00
			TOTAL AMOUNT	\$19,999.70

SCOPE OF WORK:

Sparks At Play to furnish Dumor Equipment per the above line items.

EXCLUSIONS: Everything but the sale of the equipment



PROPOSAL

Proposal Number: 012357-1

Proposal Date: September 17, 2025

Opportunity No.: 012357

**ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE
MADE OUT TO:**

Sparks at Play, LLC
3705 Crondall Lane
Owings Mills, MD 21117
T: 410-356-4151 F: 410-356-2198

Sparks at Play, LLC excludes offloading, installation, wage rates, GMAX testing, permits, fees, inspections, maintenance of traffic, traffic control, concrete pads, concrete walkways, electrical work, lighting, mounding, borders, site grading, site excavation, drainage system and any work not stated in the SCOPE OF WORK.

SECURITY NOT PROVIDED: Based on the SCOPE OF WORK above, Sparks at Play, LLC will not be responsible for security after our crew has left the job site each day, unless we are the acting general contractor.

WEATHER: Favorable weather conditions must be present for the proper installation products. Sparks at Play, LLC reserves the sole and exclusive right to determine if appropriate daily weather conditions exist prior to our dispatch of installation crew.

WORKDAY: Normal work hours are weekdays between 7 am and 5 pm. However, work hours may be adjusted to early morning or late evening to facilitate the installation. This pricing does not include any weekend or evening work.

ADDITIONAL MOBILIZATION FEE: Sparks At Play, LLC. will charge a fee of \$2,500.00 for additional mobilizations if one of the following occurs:

1. When Sparks At Play, LLC. or its subcontractor is caused to remobilize, unplanned, to the project for reasons caused by others.
2. If Sparks At Play, LLC. or its subcontractor arrives on site as scheduled and the site is not ready to receive the work of Hunt Valley Contractors or their subcontractor.

Please note all pricing and terms are subject to change unless contract agreement has been made.

TERMS: Payment terms are as follows:

50% deposit due upon signing, and monthly progressive billing. *Payments are due net 30 (thirty days) from invoice date.* By signing this proposal, the customer and/or customer's agent agrees that if the customer cancels this order, the customer will need to pay a cancellation fee. If the order is cancelled prior to being shipped, the fee will be 30% of entire proposal amount. Once the product has left the manufacturer the cancellation fee will be 100% of the shipped product plus 20% of the remainder of the proposal. Proposal expires in 30 days.

Equipment/Materials will be billed 100%, payment due Net 30 days, when it is delivered to site, Sparks At Play or it's sub-contractor(s) facility(ices).

New customers for projects not secured by a payment and performance bond or government funding will require a credit application.

CREDIT CARD: A credit card convenience fee of three percent (3%) will be applied to all credit card transactions. This fee is charged to cover the processing costs associated with credit card payments. Please note that this fee does not apply to other payment forms such as checks and Automated Clearing House (ACH).



PROPOSAL

Proposal Number: 012357-1

Proposal Date: September 17, 2025

Opportunity No.: 012357

**ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE
MADE OUT TO:**

Sparks at Play, LLC
3705 Crondall Lane
Owings Mills, MD 21117
T: 410-356-4151 F: 410-356-2198

Note that prices increase after January 1. All product must be ordered **and** shipped prior to December 31. Check lead times and available delivery dates to ensure your order is placed and shipped this year to avoid a price increase. Orders will not be placed until submittals are approved.

COLLECTION EXPENSE: Sparks at Play, LLC shall be entitled to recover from purchaser its collection costs, including the reasonable fees of counsel, if Sparks at Play, LLC turns purchaser's account over to an attorney or collection agency for collection.

Please call if you have any questions.

Accepted by Customer: _____

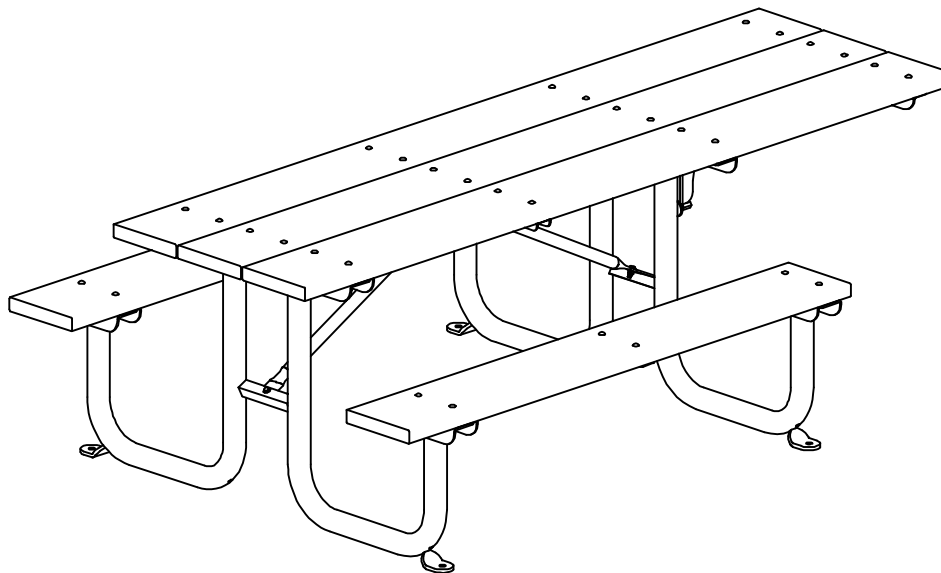
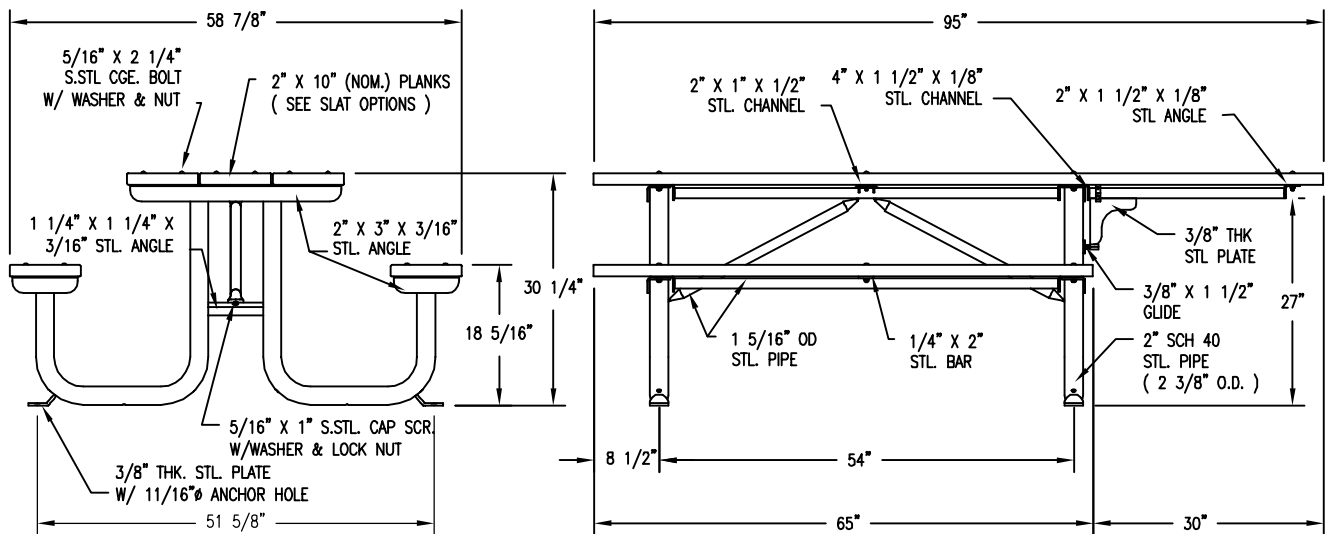
Print Name: _____

Company Name: _____

Customer PO Number: _____ **Date:** _____

Signing above indicates that you have reviewed and accepted the above quote. Items will be ordered as per the quote, so please make sure the items are what you want. All standard Sparks At Play, LLC. terms and conditions apply, as well as payment terms related to this specific account. Signee is responsible for any applicable sales taxes, whether quoted or not. All prices are subject to change without notice due to current market volatility.

**IF YOU ARE A TAX-EXEMPT ORGANIZATION PLEASE SUPPLY A COPY OF YOUR TAX EXEMPTION
CERTIFICATE AT TIME ORDER IS PLACED OR SALES TAX WILL BE CHARGED.**



SLAT OPTIONS

- ☐ "CEDAR" RECYCLED PLASTIC
- ☐ "GREY" RECYCLED PLASTIC
- ☐ "REDWOOD" RECYCLED PLASTIC
- ☐ "WALNUT" RECYCLED PLASTIC
- ☐ OTHER _____

NOTES

- 1.) 1/2" X 3 3/4" EXPANSION ANCHORS PROVIDED.

FINISH OPTIONS:

- ☐ ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
- ☐ HOT DIP GALV. AFTER FABRICATION.



PICNIC TABLE

DATE DRAWN : 03/22/94
 DRAWN BY : CDC
 DATE REV. : 2/22/18
 REV. BY : JSB

REV.
K

DRAWING
NUMBER

77-68-1PL

SHEET
1 OF 2

NOTES:

- 1.) DURING ASSEMBLY PROCEDURE;
DO NOT COMPLETELY TIGHTEN HARDWARE.
- 2.) THE ACTUAL PARTS WILL NOT BE NUMBERED.
NUMBERS ONLY APPLY TO DRAWING.
- 3.) UPON COMPLETION OF ASSEMBLY SQUARE
ALL COMPONENTS THEN TIGHTEN ALL HARDWARE.
- 4.) MOUNT AND ANCHOR AS SPECIFIED.

TOOLS REQ'D

1/2" WRENCH
3/4" WRENCH
1/2" MASONRY DRILL BIT
DRILL

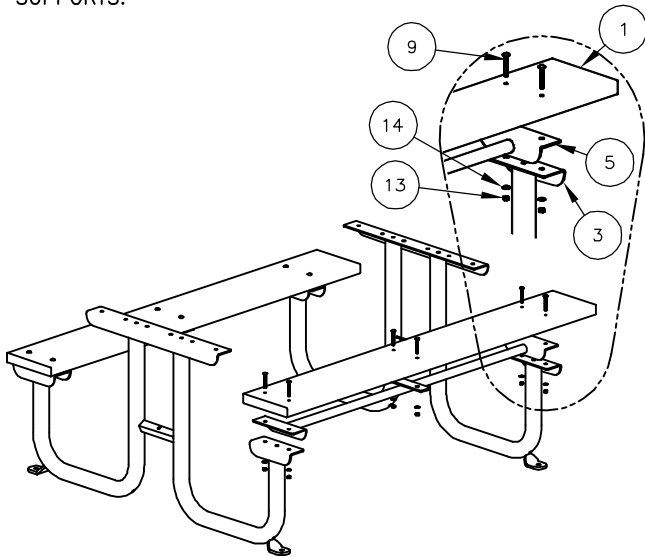
PARTS LIST

ITEM	QTY	PART NO	DESCRIPTION
1	2	0-71-68-1PL-1	2" X 10" X 65" SLAT, PLASTIC
2	3	0-71-68-1PL-2	2" X 10" X 95" SLAT, PLASTIC
3	2	0-77-00-01	END SUPPORT FRAME
4	2	0-77-60-02	DIAGONAL BRACE FOR 6' TABLE
5	2	0-77-60-14	6' SEAT BRACE
6	1	0-77-68-1-15	TABLE TOP BRACE, HANDICAPPED
7	2	0-77-68-97	1 3/8" ID CLAMP ON COLLAR HALF (THREADED)
8	2	0-77-68-98	HANDICAP TABLE FRAME BRACE FOR PLASTIC
9	36	1-11-062	5/16" X 2 1/4" SS CGE BOLT
10	4	1-12-061	5/16" X 1" SS HEX HD CAP SCR
11	4	1-12-147	1/4" X 5/8" BLACK-OXIDE ALLOY STL SKT HD CAP SC
12	4	1-20-016	5/16" SS NYLON LOCKNUT
13	36	1-21-015	5/16" SS HEX NUT
14	44	1-22-017	5/16" SS FLAT WASHER
15	2	5-48-076	3/8" X 1 1/2" SWIVEL GLIDE

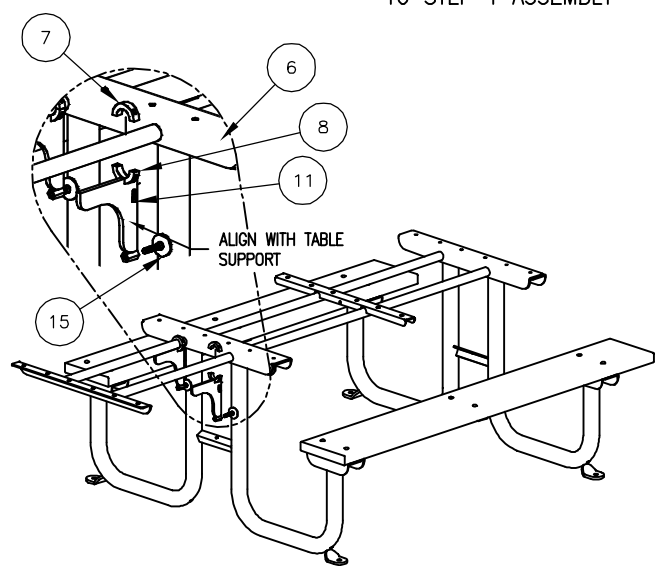
KITS PROVIDED

ITEM	QTY	PART NO	DESCRIPTION
16	1	K-77PL	77PL SER HARDWARE KIT
17	1	K-ANCO860-4	1/2" X 3 3/4" SS ANCHOR KIT (4PC)
18	1	K-GL0624-2	3/8" X 1 1/2" GLIDE KIT (2PCS)

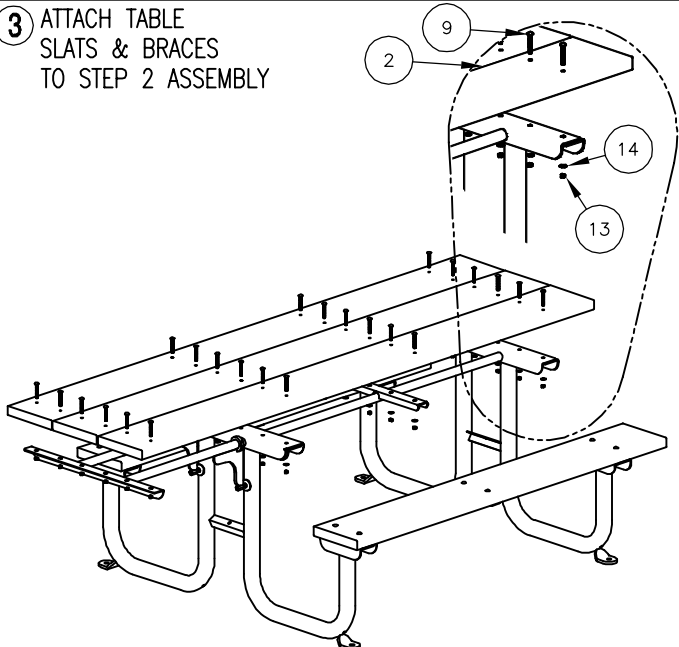
- 1 ATTACH SEAT
SLATS & BRACES TO END
SUPPORTS.



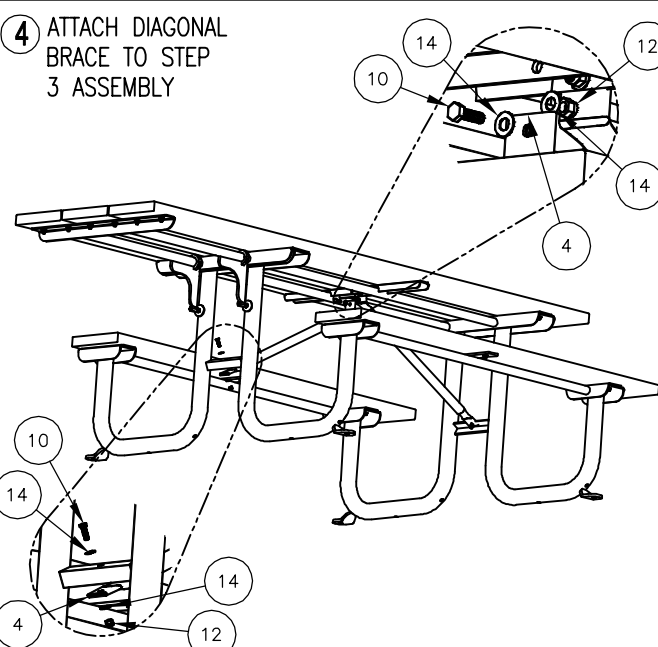
- 2 ATTACH HANDICAP TABLE
FRAME BRACE
TO STEP 1 ASSEMBLY



- 3 ATTACH TABLE
SLATS & BRACES
TO STEP 2 ASSEMBLY



- 4 ATTACH DIAGONAL
BRACE TO STEP
3 ASSEMBLY



ASSEMBLY INSTRUCTIONS

DATE DRAWN : 03/22/94
DRAWN BY : RDH
DATE REV. : 2/22/18
REV. BY : JSB

REV.
K

DRAWING
NUMBER

77-68-1PL

SHEET
2 OF 2

WHEREAS, Americans unite each year to celebrate National Hispanic Heritage Month, from September 15 to October 15, honoring the vibrant cultures, proud heritage, and countless contributions of those whose roots trace to Indigenous North America, Spain, Mexico, the Caribbean, Central America, and South America; and

WHEREAS, the 2025 theme, “Collective Heritage: Honoring the Past, Inspiring the Future,” calls us to recognize the rich traditions and remarkable achievements of Hispanic and Latino communities, while embracing innovation for a brighter tomorrow; and

WHEREAS, this observance, first declared as Hispanic Heritage Week by President Lyndon Johnson in 1968 and expanded by President Ronald Reagan in 1988, now spans thirty days to ensure a comprehensive celebration of heritage, history, and progress; and

WHEREAS, Hispanic Americans—whose individual contributions are too numerous to list—empower our nation as civil rights champions, community organizers, corporate leaders, elected officials, military service members, educators, journalists, first responders, pioneers in arts and sciences, healthcare professionals, athletes, inventors, and entertainers, as well as in countless other essential roles; and

WHEREAS, the Hispanic community continues its legacy of enriching the cultural, educational, economic, and political vitality of the City of Greenbelt through its dedication, resilience, and innovation; and

NOW, THEREFORE, I, Emmett V. Jordan, by authority vested in me by the residents and City Council of Greenbelt, hereby proclaim September 15 through October 15 as

NATIONAL HISPANIC HERITAGE MONTH

and urge all residents to honor the diversity, accomplishments, and spirit of our Latino community. Let us celebrate the many ways they strengthen our city and nation, now and into the future.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Greenbelt, Maryland, to be affixed this 24th day of September 2025.

*Emmett V. Jordan
Mayor*

PROCLAMATION

WHEREAS, *National Public Lands Day was introduced in 1984 and has become the nation's largest, single-day volunteer event for public lands in the United States; and*

WHEREAS, *public lands provide locally accessible natural and cultural resources for environmental learning, wildlife appreciation and recreation; and*

WHEREAS, *public lands promote civic ideals that include shared stewardship and recognition of public ownership; and*

WHEREAS, *shared stewardship requires the goodwill, cooperation and active support of citizens, community, city and state officials, business leaders, children and adults; and*

WHEREAS, *recreation opportunities offered on public lands in Greenbelt help families lead a more active lifestyle and reduce the incidence of childhood obesity; and*

WHEREAS, *land conservation efforts improve access to public lands by urban residents and reduce barriers that prevent Americans from actively utilizing their public lands; and*

WHEREAS, *an alliance between private citizens, land managers and community leaders improve the condition of publicly held lands for the greater enjoyment and enrichment of all; and*

WHEREAS, *National Public Lands Day, co-sponsored by the National Environmental Education Foundation, the Bureau of Land Management, the Bureau of Reclamation, the Department of Defense, the Environmental Protection Agency, the National Park Service, U.S. Army Corps of Engineers, the U.S. Fish and Wildlife Service and the United States Department of Agriculture Forest Service, has become an annually anticipated event for local participation on publicly held lands in Greenbelt.*

NOW, THEREFORE, *I, Emmett V. Jordan, by the authority vested in me by the residents and City Council of Greenbelt, do hereby proclaim Saturday, September 27, 2025, to be*

PUBLIC LANDS DAY

in Greenbelt and urge all our residents to support and participate in efforts to improve and protect our public lands which are a connection to our past, a pledge to our future generations, and a continuing source of joy and spiritual renewal for all our citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Greenbelt, Maryland, to be affixed this 24th day of September 2025.

Emmett Jordan, Mayor

ATTEST:

Bonita Anderson, City Clerk

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

Date: 08/04/2025 Time: 10:09 Location: Council Chambers

Motion to close meeting made by: Weaver Seconded by: McKinney

Members voting to close meeting:

	Yes	No	Abstain	Absent
Ms. Knesel				x
Ms. McKinney	x			
Ms. Pompei	x			
Ms. Pope				x
Mr. Roberts		x		
Ms. Weaver	x			
Mayor Jordan	x			

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

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

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

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

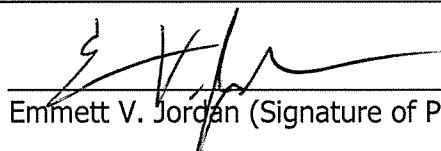
§3-305(b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or any other personnel matter that affects one or more specific individuals;

§3-305(b) (3) to discuss matters related to the acquisition of real estate

§3-305(b) (7) to consult with legal counsel

§3-305(b) (8) To consult with staff, consultants, or other individuals about pending or potential litigation;

This statement is made by


Emmett V. Jordan (Signature of Presiding Officer)

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

OFFICIALS ATTENDING CLOSED SESSION: ☐ KNESEL; ☒ MCKINNEY; ☒ POMPI;
☐ POPE; ☒ ROBERTS; ☒ WEAVER; ☒ JORDAN

STAFF/OTHERS PRESENT:

Josué Salmerón, City Manager; Terri Hruby, Director of Planning (until 10:47); Dawane
Martinez, Director of Human Resources; Todd Pounds, City Solicitor (until 10:47)

TOPICS DISCUSSED:

Discussion with staff and legal counsel about annexation; updates on personnel and
legal issues; planning for city manager evaluation

ACTION(S) TAKEN (IF ANY) AND RECORDED VOTES: Instruct city manager to continue with
proposals for annexation and get additional legal advice; set date for next session about
CM evaluation

TIME CLOSED SESSION ADJOURNED: 11:08

PLACE OF CLOSED SESSION: Council Chambers

PURPOSE OF CLOSED SESSION: TO DISCUSS AND GET LEGAL ADVICE ABOUT A PROPOSED REAL ESTATE
ACQUISITION

STATUTORY AUTHORITY FOR THE CLOSED SESSION: §3-305(b) (1); (3); (7); (8); 1) To discuss
the appointment, employment, assignment, promotion, discipline, demotion, compensation,
removal, resignation, or performance evaluation of appointees, employees, or officials over
whom it has jurisdiction; or any other personnel matter that affects one or more specific
individuals; 2) To consider the acquisition of real property for a public purpose and matters
directly related thereto; 3) To consult with counsel to obtain legal advice on a legal matter; and
4) To consult with staff, consultants, or other individuals about pending or potential litigation.

MEMBERS WHO VOTED TO CLOSE: ☐ KNESEL; ☒ MCKINNEY; ☒ POMPI;
☐ POPE; ☐ ROBERTS; ☒ WEAVER; ☒ JORDAN

SIGNATURE OF PRESIDING OFFICER: _____



Form Revised: 12/4/19

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

Date: August 13, 2025 Time: 10:18 Location: Council Chambers

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

Members voting to close meeting:

	Yes	No	Abstain	Absent
Ms. Knesel	x			
Ms. McKinney	x			
Ms. Pompei	x			
Ms. Pope	x			
Mr. Roberts		x		
Ms. Weaver	x			
Mayor Jordan	x			

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

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

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

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

§3-305(b) (1) To discuss the City Manager's evaluation

§3-305(b) (3) To discuss matters related to the acquisition of real estate and annexation

§3-305(b) ()

This statement is made by Emmett V. Jordan (Signature of Presiding Officer)

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

OFFICIALS ATTENDING CLOSED SESSION: [x] KNESEL; [x] MCKINNEY; [x] JORDAN;
[x] POMPI; [x] POPE; [x] ROBERTS; [x] WEAVER

STAFF/OTHERS PRESENT:

Josué Salmerón, City Manager (until 11:08); Terri Hruby, Planning and Community
Development Director (11:08)

TOPICS DISCUSSED:

Annexation opportunities, updates on real estate opportunity and City Manager
evaluation

ACTION(S) TAKEN (IF ANY) AND RECORDED VOTES: Instructed staff to put forward a contract
for annexation surveys at next regular meeting

TIME CLOSED SESSION ADJOURNED: 11:13

PLACE OF CLOSED SESSION: Council Chambers

PURPOSE OF CLOSED SESSION: TO DISCUSS ANNEXATION OPPORTUNITIES, REAL ESTATE OPPORTUNITY,
AND CITY MANAGER EVALUATION

STATUTORY AUTHORITY FOR THE CLOSED SESSION: §3-305(b) (1); (3); 1) To discuss the
appointment, employment, assignment, promotion, discipline, demotion, compensation,
removal, resignation, or performance evaluation of appointees, employees, or officials over
whom it has jurisdiction; or any other personnel matter that affects one or more specific
individuals; and 2) To consider the acquisition of real property for a public purpose and matters
directly related thereto;

MEMBERS WHO VOTED TO CLOSE: [x] KNESEL; [x] MCKINNEY; [x] JORDAN; [x] POMPI;
[x] POPE; [] ROBERTS; [x] WEAVER

SIGNATURE OF PRESIDING OFFICER: _____

Form Revised: 12/4/19

Introduced:
1st Reading: September 24, 2025
Passed:
Posted:
Effective:

ORDINANCE NUMBER 1406

AN ORDINANCE TO MAKE A SUPPLEMENTAL APPROPRIATION TO THE GENERAL FUND, ANNEXATION COSTS (ACCT# 001-10-150-000-523013-00) FOR THE FISCAL YEAR ENDING JUNE 30, 2026, IN THE AMOUNT OF SEVENTY THOUSAND DOLLARS (\$70,000) TO COVER SURVEY COSTS AND ASSOCIATED LEGAL FEES RELATED TO THE ANNEXATION OF CERTAIN REAL PROPERTIES.

WHEREAS, the Greenbelt City Council is considering the annexation of approximately 3.6 square miles of land owned by Washington Metropolitan Area Transit Authority and the Federal Government (portions of the Beltsville Agricultural Research Center and National Aeronautics and Space Administration); and

WHEREAS, a first step in the annexation process is the preparation of a resolution that legally describes the area proposed to be annexed; and

WHEREAS, staff, in consultation with the City's attorney, has prepared a map of the lands proposed to be annexed for the purpose of soliciting a proposal for survey services from the City's on-call engineering consultant, Charles P. Johnson and Associates; and

WHEREAS, Charles P. Johnson and Associates has submitted three proposals, one for each area proposed to be annexed, totaling \$68,000 for survey work associated with the creation of metes and bound descriptions and annexation exhibits; and

WHEREAS, the metes and bounds descriptions and annexation exhibits will be used to draft the required annexation resolutions; and

WHEREAS, by State law there are a number of steps in the annexation process that need to occur before an annexation resolution can be passed, including drafting of an annexation plan, notice to County, Regional, and State Planning Agencies, and a public hearing; and

NOW, THEREFOR, IT BE ORDAINED by the Council of the City of Greenbelt, Maryland, that Seventy thousand dollars (\$70,000) shall be and hereby is appropriated from the City's unassigned Cash Reserve to the General Fund budget, Annexation Costs (Acct# 001-10-150-000-523013-00) for expenditures herein shown for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

BE IT FUTHER ORDAINED by the Council of the City of Greenbelt that is ordinance shall become effective immediately upon its passage.

PASSED by the Council of the City of Greenbelt, Maryland, at it regular meeting of September 24, 2025.

Emmett V. Jordan, Mayor

ATTEST:

Bonita Anderson, City Clerk

Introduced: September 24, 2025
1st Reading:
Passed:
Posted:
Effective:

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY OF GREENBELT, MARYLAND, TO AMEND
RESOLUTION 2113 TO REMOVE DEMOGRAPHIC REQUIREMENTS FOR
MEMBERSHIP ON THE CHARTER REVIEW TASK FORCE

WHEREAS, the Greenbelt City Council adopted Resolution 2113 on October 14, 2024, establishing a Charter Review Task Force; and

WHEREAS, Resolution 2113 specifies a membership structure based on residency, business affiliation, City staff, and Council membership; and

WHEREAS, the City Council desires to amend Resolution 2113 to eliminate demographic and categorical requirements for Task Force membership to allow broader flexibility in appointments;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Greenbelt, Maryland, that Resolution 2113 is hereby amended as follows:

- 1) Membership of the Task Force. The Task Force shall consist of 15 members, appointed by the City Council.
- 2) The prior requirements specifying numbers of members by residency, business affiliation, staff position, or Council service are hereby repealed and removed.
- 3) All other provisions of Resolution 2113 remain in full force and effect.

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of _____, 2025.

Emmett V. Jordan, Mayor

ATTEST:

Bonita Anderson, City Clerk



MEMORANDUM

TO: City Council

FROM: Terri Hruby, Director of Planning and Community Development

VIA: Josue Salmeron, City Manager

DATE: September 17, 2025

RE: Annexation Proposal & Contract for Survey Services

Background

Recent actions by the Federal government have raised concerns about the future of the United States Department of Agriculture (USDA) Beltsville Agricultural Research Center (BARC) and the National Aeronautics and Space Administration (NASA) Goddard Space Flight Center campuses. The City Council has long been a strong advocate for these historically significant assets. These campuses play a critical role in advancing research and development in the agriculture and space science industries. Their strategic location along the City's borders, their substantial economic impact on the region, and the vast acres of land they encompass underscore their importance. For these reasons, the City has maintained a long-standing vested interest in supporting their long-term success, sustainability, and preservation.

In an effort to identify opportunities for the City to support BARC and NASA during these challenging times, staff, in consultation with the City Attorney, has developed a proposal to annex three areas of the BARC and NASA campuses, as well as a small portion of WMATA-owned land (the rail yard), totaling approximately 3.46 square miles, or 2,217 acres (see attached map).

The areas proposed for annexation were identified based on several key factors: their strategic relationship to the City's borders and Forest Preserve Areas; the absence of privately-owned property, which could otherwise complicate or delay annexation of federal lands; and the City's demonstrated ability to provide services should these areas ever transition to private ownership/development.

More recently, staff became aware of case law that affirmed annexation of tax-exempt

properties may proceed without the consent of the property owner. Based on this precedent, staff recommended to the City Council that now is an opportune time to pursue annexation.

Bringing these properties within the corporate boundaries of the City will strengthen the City's ability to partner with BARC and NASA in support of their missions, long-term sustainability, and preservation. In addition, annexation will enhance the City's capacity to influence any future development of these lands, whether by government agencies or private entities. Because the lands proposed for annexation are federally owned, their inclusion within the City's boundaries will not create any immediate additional burden on City services.

Annexation Process

The annexation process is prescribed by Maryland State law, which establishes the legal framework and procedural requirements that the City must follow. This ensures that any proposed annexation is carried out in accordance with established statutory guidelines.

In order for an area to be eligible for annexation to a municipality, the area must be contiguous and adjoining to the existing municipal corporate area and may be located within another incorporated municipality. Also, annexation of the area may not create an enclave of unincorporated area that would be completely surrounded on all sides by land within the municipality upon completion of the annexation.

There are two methods by which an annexation may occur under Maryland law. First, an annexation petition may be filed with the municipal legislative body, signed by at least 25% of the qualified voters in the area to be annexed, along with the owners of at least 25% of the assessed property in that area. Alternatively, the legislative body itself may initiate annexation by obtaining the consent of 25% of the qualified voters and property owners. However, as noted previously, property owner consent is not required in cases involving tax-exempt properties.

Once it is determined that an annexation petition meets the requirements of law, or that the municipality has obtained the required property owner consent, State law requires the municipal governing body to introduce a resolution proposing the annexation. The resolution must include a metes and bounds description of the land area proposed for annexation.

Following the introduction of the resolution, the municipality must prepare, adopt, and make available to the public a plan for the area proposed to be annexed. This plan must include:

- The proposed land use or uses for the area;
- Identification of land that could be used for anticipated public facilities;
- A schedule for extending municipal services to the area, if applicable; and
- An explanation of how the governing body will finance the extension of such services.

Following the introduction of the resolution and completion of the annexation plan, the governing body is required to publish, at least four times in one or more newspapers, a notice of the proposed annexation along with the time and place of the public hearing on the

resolution. In addition, the municipality must provide notice to State, Regional, and County planning agencies. This stage of the process allows the public and other interested stakeholders to provide input to the governing body regarding the proposed annexation.

After the public hearing, the governing body may act on the resolution. If adopted, the resolution becomes effective 45 days after its passage unless it is petitioned to referendum.

Under State law, a referendum may be triggered within 45 days prior to the effective date of the resolution if any of the following groups petition for it:

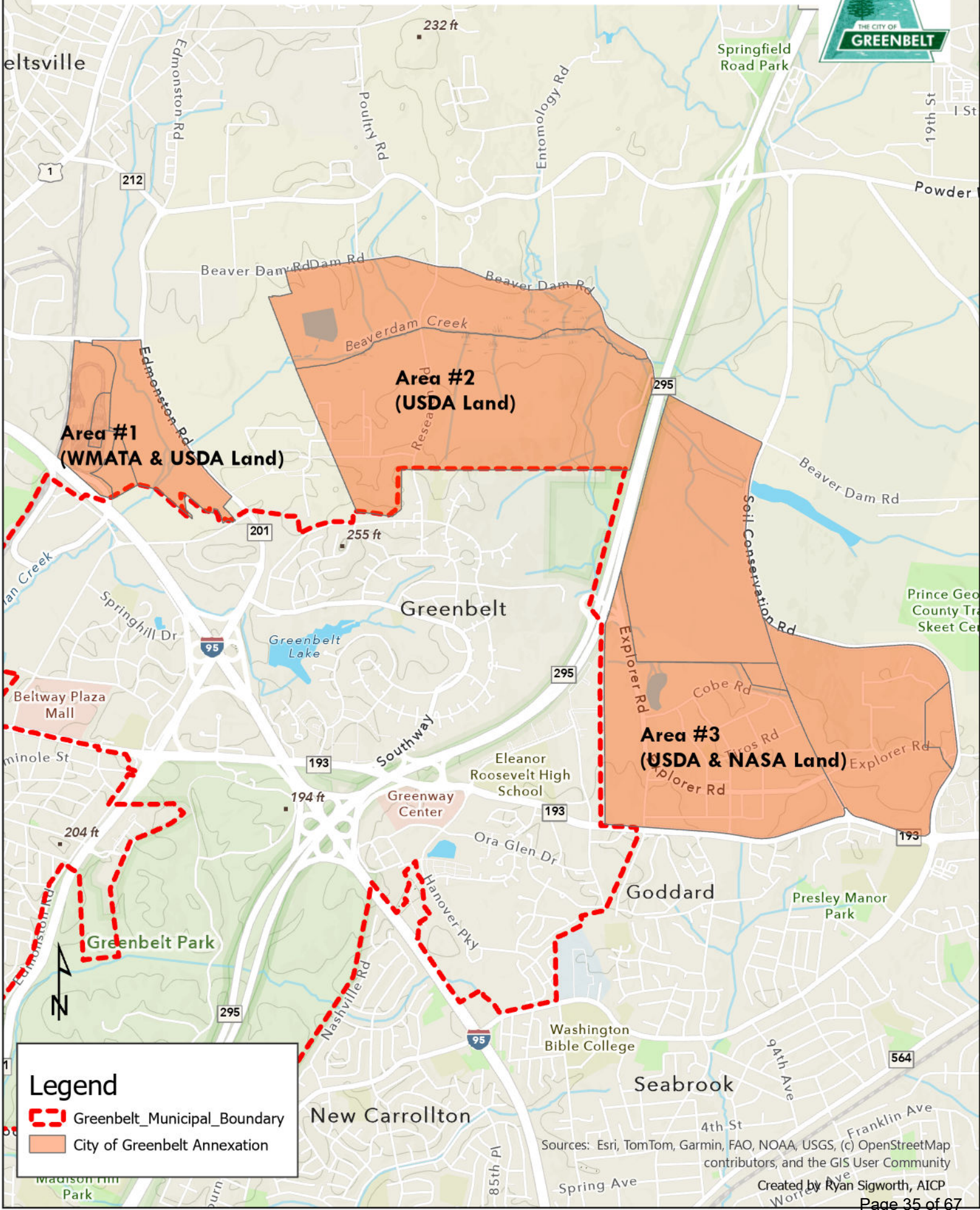
- At least 20% of the registered voters in the existing municipality;
- At least 20% of the registered voters in the area proposed for annexation; and/or
- Two-thirds of the county governing body.

If a referendum is held and the annexation is approved by the voters, the annexation becomes effective on the fourteenth day following the referendum.

Recommendation

Staff recommends that the City Council authorize staff to prepare resolutions for annexation based on the proposal outlined above, and to authorize the City Manager to execute a contract with the City's on-call engineer consulting firm, Charles P. Johnson and Associates in the amount of \$68,600 to provide survey services in support of the annexation process.

Proposed Annexation Areas



Legend

- Greenbelt_Municipal_Boundary
- City of Greenbelt Annexation

September 08, 2025

City of Greenbelt
 Office of Planning and Community Development
 25 Crescent Road
 Greenbelt, MD 20770

Attention: Ms. Terri Hruby
 CC:

RE: Greenbelt 2025 Annexation - BARC Area
 2
 TM 26 Parcels 83, & p/o 143
 along Edmonston Road
 Prince George's County, Maryland

Dear Ms. Hruby,

We appreciate the opportunity to present our proposal to provide professional services for the referenced project. This proposal supersedes our proposal dated 8/15/2025.

Task	Fee
014 Meetings - Meetings and consultations with client, agencies, attorneys, citizens, consultants, etc.	Time Basis
940 Services to prepare metes and bounds descriptions and an annexation exhibit for the above captioned properties, part of the Beltsville Agricultural Research Center, as outlined in the email and sketch from Greenbelt received on August 27, 2025, and containing approximately 854 acres of land. This effort will not involve any field work and will be based on available deeds, plats and other digital data as may be available.	\$20,400.00 (Time not to exceed w/o authorization)
Project Manager 24 hours @ \$175.00 = \$ 4,200.00	
Professional Surveyor 48 hours @ \$150.00 = \$ 7,200.00	
Designer 72 hours @ \$125.00 = \$ 9,000.00	
Total \$20,400.00	
940.01 Additional services to review documents including notification and filings as may be requested by the Town's Attorney.	\$2,000.00 (Time not to exceed w/o authorization)

Ms. Terri Hruby
City of Greenbelt
Greenbelt 2025 Annexation - BARC Area 2
TM 26 Parcels 83, & p/o 143
along Edmonston Road
September 08, 2025
Page 2

Thank you for affording us the opportunity to present this proposal. We look forward to participating in this project and should further information be necessary, please contact us.

Respectfully submitted,



Steven Jones
Division Manager

Enclosure

**WE HEREBY AUTHORIZE CHARLES P. JOHNSON & ASSOCIATES, INC., TO PROCEED IN
ACCORDANCE WITH THE ABOVE PROPOSAL.**

Organization: _____ **Date:** _____

By: _____ **Title:** _____

September 08, 2025

City of Greenbelt
 Office of Planning and Community Development
 25 Crescent Road
 Greenbelt, MD 20770

Attention: Ms. Terri Hruby
 CC:

RE: Greenbelt 2025 Annexation - WMATA &
 BARC Area 1
 TM 26 Parcels 6, 82, 92 & 94
 along Edmonston Road
 Prince George's County, Maryland

Dear Ms. Hruby,

We appreciate the opportunity to present our proposal to provide professional services for the referenced project. This proposal supersedes our proposal dated 8/15/2025.

Task	Fee
014 Meetings - Meetings and consultations with client, agencies, attorneys, citizens, consultants, etc.	Time Basis
941 Services to prepare metes and bounds descriptions and an annexation exhibit for the above captioned properties, part of the Beltsville Agricultural Research Center, as outlined in the email and sketch from Greenbelt received on August 27, 2025, and containing approximately 230 acres of land. This effort will not involve any field work and will be based on available deeds, plats and other digital data as may be available.	\$11,600.00 (Time not to exceed w/o authorization)
Project Manager 12 hours @ \$175.00 = \$ 2,100.00	
Professional Surveyor 30 hours @ \$150.00 = \$ 4,500.00	
Designer 40 hours @ \$125.00 = \$ 5,000.00	
Total \$11,600.00	
941.01 Additional services to review documents including notification and filings as may be requested by the Town's Attorney.	\$2,000.00 (Time not to exceed w/o authorization)

Ms. Terri Hruby
City of Greenbelt
Greenbelt 2025 Annexation - WMATA & BARC Area 1
TM 26 Parcels 6, 82, 92 & 94
along Edmonston Road
September 08, 2025
Page 2

Thank you for affording us the opportunity to present this proposal. We look forward to participating in this project and should further information be necessary, please contact us.

Respectfully submitted,



Steven Jones
Division Manager

Enclosure

WE HEREBY AUTHORIZE CHARLES P. JOHNSON & ASSOCIATES, INC., TO PROCEED IN ACCORDANCE WITH THE ABOVE PROPOSAL.

Organization: _____ **Date:** _____

By: _____ **Title:** _____

September 08, 2025

City of Greenbelt
 Office of Planning and Community Development
 25 Crescent Road
 Greenbelt, MD 20770

Attention: Ms. Terri Hruby
 CC:

RE: Greenbelt 2025 Annexation - NASA Area
 3
 TM 35 Parcels 185 & 186
 TM 27 Parcel 15
 along Baltimore-Washington Parkway
 Prince George's County, Maryland

Dear Ms. Hruby,

We appreciate the opportunity to present our proposal to provide professional services for the referenced project.

Task	Fee
014 Meetings - Meetings and consultations with client, agencies, attorneys, citizens, consultants, etc.	Time Basis
942 Services to prepare metes and bounds descriptions and an annexation exhibit for the above captioned properties, part of the Beltsville Agricultural Research Center, as outlined in the email and sketch from Greenbelt received on August 27, 2025, and containing approximately 1200 acres of land. This effort will not involve any field work and will be based on available deeds, plats and other digital data as may be available.	\$30,600.00 (Time not to exceed w/o authorization)
Project Manager 36 hours @ \$175.00 = \$ 6,300.00	
Professional Surveyor 72 hours @ \$150.00 = \$ 10,800.00	
Designer 108 hours @ \$125.00 = \$ 13,500.00	
Total \$30,600	
942.01 Additional services to review documents including notification and filings as may be requested by the Town's Attorney.	\$2,000.00 (Time not to exceed w/o authorization)

Ms. Terri Hruby
City of Greenbelt
Greenbelt 2025 Annexation - NASA Area 3
TM 35 Parcels 185 & 186
TM 27 Parcel 15
along Baltimore-Washington Parkway
September 08, 2025
Page 2

Thank you for affording us the opportunity to present this proposal. We look forward to participating in this project and should further information be necessary, please contact us.

Respectfully submitted,



Steven Jones
Division Manager

Enclosure

WE HEREBY AUTHORIZE CHARLES P. JOHNSON & ASSOCIATES, INC., TO PROCEED IN ACCORDANCE WITH THE ABOVE PROPOSAL.

Organization: _____ **Date:** _____

By: _____ **Title:** _____

WASTEZERO PAY-YOUR-WAY TRASH METERING AGREEMENT

This WasteZero Pay-Your-Way Trash Metering Agreement (this “Agreement”) is made and entered into this the ____ day of _____, 2025 (the “Effective Date”), by and between WasteZero, Inc., a Delaware corporation, hereinafter referred to as “WasteZero”, and City of Greenbelt, MD, hereinafter referred to as “Municipality”.

WITNESSETH

WHEREAS, over the last three decades, WasteZero has become the nation’s leading municipal partner to implement variable rate solid waste finance programs that “meter the trash”, thereby allocating the costs of municipal waste disposal to residents based on their use of services and creating incentives to reduce landfilled waste and encourage recycling; and

WHEREAS, WasteZero designs, implements and manages the WasteZero Pay Your Way Program and manufactures and sells WasteZero Trash Metering® Bags (herein the “Official Pay-Your-Way Bags”); and

WHEREAS, Municipality desires to engage and hire WasteZero to manufacture and distribute Official Pay-Your-Way Bags and supply Max-Trash Stickers (hereinafter collectively the “Official Product”) to certain retail stores and residents, and provide certain inventory management, logistics, accounting, collection, and customer service support services related thereto (the “Program”).

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term. This Agreement will be binding on all parties for a period from the Effective Date of this Agreement until one (1) year from the Effective Date (the “Initial Term”). Upon the expiration of the Initial Term, upon mutual agreement, the term of the Agreement may be renewed for one (1) additional one (1) year term (each an “Extension Term” which along with the Initial Term, hereinafter collectively the “Term”).

2. WasteZero Services. During the Term, WasteZero will (i) manufacture and supply Official Products that comply with the specifications set forth in Exhibit A (the “Specifications”) to those retailers recommended by Municipality and set forth in Exhibit B (the “Retailers”) for sale by Retailers to residents of the Municipality; and (ii) provide the “Services” set forth in Exhibit C by the start date also set forth in Exhibit C.

3. Program Implementation. The “Start Date” will be the date for complete transition from the existing services and support to implementation of the Program described in this Agreement.

4. Designated Retailers. Municipality will provide WasteZero with a recommended list of Retailers to be set forth on Exhibit B (the “Retailer List”) that Municipality would prefer to participate in the Program. WasteZero will work to sign up new Retailers, as directed by Municipality.

5. Exclusive Agreement. During the Term, so long as WasteZero is able to deliver sufficient Official Product to the Municipality, the Municipality will not purchase or sell, directly or indirectly (i.e., through a third party) trash or recycling bags or trash stickers other than the Official Pay-Your-Way Bags and Official Max-Trash stickers referred to herein.

6. Inventory and Inventory Target. WasteZero will own the inventory of Official Pay-Your-Way Bags and Max-Trash Stickers, will make manufacturing runs as needed to support the Program and will provide insurance coverage on that inventory in its bonded distribution facilities. To guarantee that an adequate inventory of Official Pay-Your-Way Bags is always available for purchase by Retailers, WasteZero will use commercially reasonable efforts to maintain an average number of Official Pay-Your-Way Bags in WasteZero's inventory in accordance with the target set forth in Exhibit C (the "Average Inventory Target").

7. Terms of Distribution. In order to preserve the sale-tax free status of the Official Product at retail sale, Municipality acknowledges and agrees:

- a. Official Pay-Your-Way Bags supplied to Retailers will be sold and supplied to Retailers by WasteZero on behalf of Municipality, such that upon a sale of Official Pay-Your-Way Bags title to such Official Pay-Your-Way Bags will first transfer from WasteZero to the Municipality and then from the Municipality to the Retailer.
- b. Municipality acknowledges and agrees that Official Max-Trash Stickers will be sold and supplied to Residents by WasteZero on behalf of Municipality, such that upon sale of the Official Max-Trash Stickers title of such Official Max-Trash Stickers will first transfer from WasteZero to the Municipality and then from the Municipality to the Resident.

8. Orders. Retailers and Residents will submit written or verbal Orders directly to WasteZero. Deliveries of Official Product pursuant to this Agreement will be F.O.B. any plant or warehouse of WasteZero.

- a. Pay-Your-Way Bag Orders. Retailers will submit written or verbal orders for Official Pay-Your-Way Bags ("PYW Orders") directly to WasteZero, as Municipality's agent. Orders will set forth the type and quantity of Official Pay-Your-Way Bags. Orders received by WasteZero will be delivered within five (5) business days of Order placement, subject to WasteZero's right to reject an Order from a Retailer that is on credit hold. If this period includes a holiday observed by WasteZero, then WasteZero will notify Retailers of schedule changes for the affected order.
- b. Max-Trash Sticker Orders. Residents will submit written or verbal orders for the Official Max-Trash Stickers ("Max Trash Orders") directly to WasteZero as Municipality's agent. Orders received by WasteZero will be delivered within ten (10) business days of Order placement, subject to verification of the Resident's address.

9. Bi-Annual Planning Schedule of Max-Trash Stickers and Authorization. During the Term and every one hundred and eighty (180) days thereafter, WasteZero will prepare and publish a new Max-Trash Sticker. Max-Trash Sticker Authorization (the "Authorization") must be returned to WasteZero at least forty-five (45) days prior to the first mailer date in the Authorization. Authorization will be a binding instruction for WasteZero to create the new Bi-Annual Max Trash Sticker and fulfill orders.

10. Max-Trash Sticker Mailer Program Services. Every one hundred and eighty (180) days, WasteZero will undertake the following services to create and mail the Max-Trash Stickers and advance the Program:

- a. Produce and supply a sufficient number of high-quality, durable stickers in accordance with the specifications set forth in Exhibit A.
- b. Max-Trash Stickers will be mailed in packaging suitable for deposit and mailing with the United States Postal Service (the “Mailers”).
- c. Provide all necessary logistics to complete the Mailers and mail them to Residents during the time periods specified.

11. Customer Service Support. WasteZero will provide a toll-free number with customer service support during business hours for retailers or residents to call with concerns or complaints about any aspect of the Program. In the event the Official Product fail to meet the Specifications in any material respect, WasteZero will, on a “no fault” basis, replace the Official Product in accordance with WasteZero’s Return and Replacement Policy as set forth on Exhibit D.

12. Revenue.

- a. Bag Revenue. WasteZero will invoice Retailers the applicable Official Pay-Your-Way Bags purchase price set forth in Exhibit A (the “Retail Bag Prices”). All revenue received by WasteZero from the sale of Official Pay-Your-Way Bags to Retailers will be “Bag Revenue”.
- b. Max-Trash Sticker Revenue. WasteZero will charge Residents the applicable Official Max-Trash Sticker Fee and Shipping and Handling Fee as set forth in Exhibit A (the “Max-Trash Sticker Price”) at the point of sale. All revenue received by WasteZero from the sale of Official Max-Trash Stickers will be “Sticker Revenue”.

13. Custodial Banking Account. WasteZero will deposit all Bag Revenue and Sticker Revenue in the custodial banking account it has established in a bank insured by the Federal Deposit Insurance Corporation (the “Bank Account”). Authorized signers and depositors on the Bank Account will be properly authorized WasteZero employees. The bank account will carry the tax identification number of Municipality. The Municipality grants WasteZero permission to open the Deposit Account on behalf of Municipality in accordance with the Custodial Banking Agreement attached as Exhibit F. WasteZero will deposit all Bag Revenue and Sticker Revenue into the Deposit Account.

14. Retailer Credit Terms. WasteZero will collect payment and enforce payment obligations in accordance with its policies set forth in Exhibit D. Municipality acknowledges that collection efforts made by WasteZero are on behalf of Municipality. Municipality reserves the right to take any collection actions in addition to or beyond those steps set forth on Exhibit F, and WasteZero will have no liability to Municipality for a failure to collect payment from a Retailer.

15. Compensation.

- a. With respect to all Bag Revenue and Sticker Revenue, WasteZero will receive that portion of fee set forth on Exhibit A as the “WZ Supplies and Services Fee”. Municipality agrees that WasteZero is permitted to withdraw the WZ Supplies and Services Fee from the Bank Account

at any time, after it has been earned. All Bag Revenue and Sticker Revenue other than the WZ Supplies and Services Fee will be the property of Municipality (the “Municipal Revenue”).

b. Within thirty (30) days following the end of each calendar month, WasteZero will provide to Municipality (i) the Municipal Revenue for the prior calendar month via electronic transfer, and (ii) financial statements for such calendar month, including: a bank statement, invoice register, cash receipts journal and accounts receivable aging report.

16. Bag Pricing Adjustments.

a. Inflation Cost Adjustment. The parties agree that the WZ Supplies and Services Fee is set, in part, and will be adjusted, to keep pace with inflation. On each anniversary of the Effective Date, the WZ Supplies and Services Fee shall be increased by the consumer price index, all urban consumers (CPI-U) plus 3 percent (3%).

b. Extraordinary Resin Cost Adjustments. In the event of an extraordinary disruption in the wholesale markets for resin, causing a price spike, defined as an increase over a ninety (90) day period of greater than twenty percent (20%) from a trailing average Benchmark Resin Rate, WasteZero will adjust the WZ Supplies and Services Fee by such increase for the duration of the disruption. This provision is in lieu of termination of this Agreement under force majeure. The Benchmark Resin Rate is calculated using the average of linear low-density polyethylene (“LLDPE”) extrusion liner film for Volumes I and II as reported by Plastics News trade publication. If Plastic News ceases publication, then the resin cost will be based on the average cost of LLDPE resin as reported in another reputable publication chosen by WasteZero.

c. Municipal Price Adjustments. Municipality may, at its sole discretion, increase the Retail Bag Price and Max-Trash Sticker Price. Municipality must provide WasteZero at least forty-five (45) days’ notice in advance of any such increase so WasteZero can prepared to manage inventory and communicate with Retailers.

17. Representations and Covenants.

a. Legal and Binding Agreement; Municipality’s Obligations. Municipality has taken or will take any and all legal actions required in order for this Agreement to be binding on Municipality for the Term, including, if applicable, passage of a legislative resolution or ordinance adopting this Agreement or authorizing an official of the Municipality to enter it on the terms and conditions contained herein. This Agreement will be subject to Municipality’s availability of funds.

b. Representations of WasteZero. WasteZero warrants that the Official Pay-Your-Way Bags will, in all material respects, meet the Specifications.

18. Breach; Termination.

a. Termination for Breach. If either party reasonably concludes that the other is in material breach of this Agreement, such party will notify the other party in writing, including a detailed description of the alleged breach. If such breach is curable, the party alleged to be in breach will be allowed up to thirty (30) days after written notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement, effective thirty (30) days after written notice of failure to correct (or failure to take action to correct) to the

breaching party. If such breach is not curable, the Agreement will be terminated thirty (30) days from the date the non-breaching party provides the breaching party with written notice of such breach.

b. Insolvency. If any assignment is made by WasteZero or by any guarantor of WasteZero for the benefit of creditors, or if a petition is filed by WasteZero or by any guarantor of WasteZero for adjudication as bankrupt, or for reorganization or an arrangement under any provision of the U.S. Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the U.S. Bankruptcy Act is filed against WasteZero and such involuntary petition is not discharged within ninety (90) days thereafter, in any event Municipality may terminate this Agreement upon written notice to WasteZero.

c. Termination for Convenience. Municipality may terminate this Agreement at any time upon ninety (90) days written notice if the Town eliminates its Pay-Your-Way program for any reason.

d. Effect of Termination. Upon termination or expiration of this Agreement for any reason (i) WasteZero will ship to Municipality all Official Pay-Your-Way Bags and Official Max-Trash Stickers remaining in inventory, and Municipality will purchase from WasteZero all Official Pay-Your-Way Bags and Official Max-Trash Stickers in inventory on the effective date of termination at the then-current WZ Supplies and Services Fee (ii) WasteZero will have no further liability or obligation under this Agreement, (iii) WasteZero will tender to Municipality the final Municipal Revenue, and (iv) WasteZero will have no continuing responsibility for the Services.

19. Force Majeure. WasteZero will not be liable for failure to perform under this Agreement if such failure arises out of causes beyond its reasonable control. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, hurricanes, tornadoes, strikes, epidemics, quarantine restriction, freight embargoes, petroleum supply shortages or disruptions, and unusually severe weather. The obligations of WasteZero and Municipality, other than the obligation to pay money when due, shall be suspended if either party is unable to comply with this Agreement because of Force Majeure and WasteZero is unable to substitute bags of like kind and quality. Upon the elimination of the cause of such suspension, the respective obligations of WasteZero and Municipality shall be reinstated from the date of such elimination.

20. Insurance. WasteZero shall carry general liability insurance, including contractual liability coverage, in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in general aggregate. Upon request, certificates of insurance naming Municipality as an additional insured will be provided to Municipality by WasteZero.

21. Non-Collusion. WasteZero has not entered into any agreement, directly or indirectly, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid or the engagement of Municipality for the purposes of entering into this Agreement.

22. Assignment. Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that WasteZero may, without any approval, assign this Agreement (i) to an affiliate of WasteZero or (ii) in connection with a merger or a sale or transfer of substantially all

of WasteZero's assets (or such portion thereof relating to the subject matter of this Agreement). This Agreement will be binding upon and will inure to the benefit of the parties and their successors and assigns.

23. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the addresses (or at such other address for a party as will be specified by like notice) set forth below:

If to WasteZero, to:
8396 Six Forks Road, Suite 103
Raleigh, NC 27615
Attn: Elizabeth Vance, Head of Legal
Tele. No. (919) 322-1234
Email: evance@wastezero.com

with a copy to:
Wyrick Robbins Yates & Ponton, LLP
4101 Lake Boone Trail, Suite 400
Raleigh, North Carolina 27607
Facsimile No.: (919) 781-4865
Attention: Larry E. Robbins

If to Municipality, to:
City of Greenbelt
25 Crescent Road
Greenbelt, MD 20770
Attn: Kristen Weaver
Tele. No.: (301) 956-6705
Email: kweaver@greenbeltmd.gov

24. Entire Agreement; Amendment. This Agreement (including the exhibits, schedules and attachments hereto) and the documents delivered pursuant hereto constitute the entire agreement and understanding among Municipality, Retailer and WasteZero and supersede any prior agreement and understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by Municipality and WasteZero acting through their duly authorized representatives. The provisions of this Agreement constitute separate and independent covenants, and the invalidity or unenforceability of one or more of the provisions hereof will not affect the validity or enforceability of the remaining provisions.

25. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this WasteZero Pay-Your-Way Trash Metering Agreement as of the Effective Date.

City of Greenbelt, MD

WasteZero, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
Official Municipal Pay-Your-Way Trash Bag Specifications

1. Except as may be required by Force Majeure, the bag specifications for this contract are:

a. Official Pay-Your-Way Bags

Bag Description	Greenbelt “Large”	Greenbelt “Medium”	Greenbelt “Small”
Retail Pack	5 Bags Per Sleeve 40 Sleeves Per Case	5 Bags Per Sleeve 40 Sleeves Per Case	5 bags per Sleeve 40 Sleeves per Case
Bag Size	33 by 35 inches	24 by 28 inches	20 by 24 inches
Bag Gauge	1.5 mil	1.5 mil	1.5 mil
Bag Type	3-ply, co-extruded	3-ply, co-extruded	3-ply, co-extruded
Bag Composition	Includes recycled content	Includes recycled content	Includes Recycled content
Bag Closure	Drawstring	Drawstring	Drawstring
Package Wrap	Agreed custom program information	Agreed custom program information	Agreed custom program information
Bag Print	Logo/artwork plus agreed custom Program information (Registered)	Logo/artwork plus agreed custom Program information (Registered)	Logo/artwork plus agreed custom Program information (Random)
Exterior Bag Color	Purple	Purple	Purple
Capacity	33 gallons	15 gallons	8 gallons

b. Official Max-Trash Stickers

Sticker Description	Max-Trash Sticker
Design	Holographic Marking
	Unique, Hard to Replicate Shape
	Unique Serial Number per Household
Quality	Tamper-evident
	Water-resistant
Color	High-visibility Color to be Changed Every Six-Month Period (180 days)

2. a. The Retail Bag Prices (price paid at point of sale and charged to Retailers):

Bag Size	Bags per Sleeve	Sleeves per Case	Price per Sleeve	Price per Case
Large (33” x 35”)	5	40	\$10.00	\$400.00
Medium (24”x 28”)	5	40	\$6.25	\$250.00
Small (20”x24”)	5	40	\$4.00	\$160.00

b. The Max-Trash Sticker Price (price paid at point of sale and charged to Residents):

Max-Trash Sticker	Bi -Annual Fee per Sticker	Shipping and Handling Fee
Unique, tamper-evident, water-resistant sticker with unique serial number	\$70.00	\$4.88

3. WZ Supplies and Services Fee (per Case and Sticker):

Contract Year	Large (Fee per Case)	Medium (Fee per Case)	Small (Fee per Case)	Max-Trash Sticker (Shipping and Handling Fee per Sticker)
Year 1	\$84.50	\$57.25	\$39.95	\$4.88
Year 2 to end of term	TBD	TBD	TBD	TBD

TBD in Year 2 through the End of Term is determined in accordance with Paragraph 16a. Inflation Cost Adjustment.

EXHIBIT B
Retailer List

Store name	
Store address	
PO Box	
City	
State	
Zip	
Contact name	
Contact phone	
Fax	
E-mail	
Store name	
Store address	
PO Box	
City	
State	
Zip	
Contact name	
Contact phone	
Fax	
E-mail	
Store name	
Store address	
PO Box	
City	
State	
Zip	
Contact name	
Contact phone	
Fax	
E-mail	

Addition or removal of Retailers from the Retailer List will be subject to mutual discussion between WasteZero and Municipality.

EXHIBIT C

Services

1. **Distribution Services:**

- a. **Retail Store Distribution®** WasteZero will work directly with retailers in and around the Municipality to recruit them to participate in the Program and set up those who agree to participate. WasteZero will provide secure, dependable supply chain management to ship the Official Pay-Your-Way Bags to the participating retailers. WasteZero will develop and register distinct UPC codes for the Program to assist tracking of and sales of Official Pay-Your-Way Bags. WasteZero will take and enter orders from retailers and process those orders for timely shipment and delivery. WasteZero will maintain customer service support to assist retailers or residents with any issues that may arise.
- b. **Direct Distribution to Resident of Max-Trash Stickers** WasteZero will manage direct distribution to Resident of Max-Trash Stickers. WasteZero will take and enter orders from Residents and process those orders for timely shipment and delivery. WasteZero will establish unique serial codes for the Program to assist tracking of Max-Trash Stickers.

WasteZero will maintain customer service support to assist retailers or residents with any issues that may arise.

2. **Inventory Management Services:**

- a. WasteZero will manufacture and inventory Official Pay-Your-Way Bags at its fully bonded distribution facilities without the necessity of a purchase order or payment from Municipality. The inventory will remain titled to and insured by WasteZero until shipped to and received at a retail store. WasteZero will monitor inventory at its distribution centers to prevent stock outs or supply chain disruptions.
- b. WasteZero will maintain inventory of Official Max-Trash Stickers at its distribution facilities. The Max-Trash Sticker inventory will remain titled to WasteZero until shipped to the Resident. WasteZero will monitor inventory at its distribution center to prevent stock outs and supply chain disruptions.

3. **Accounting and Funds Management Services:** WasteZero will handle all bookkeeping related to Distribution Services and Inventory Management, including billing and collecting payment from participating retailers and residents. WasteZero will inform the Municipality of any retailers placed on a credit hold. WasteZero will manage, deposit all funds in and perform custodianship services with the approved bank account for Municipality. WasteZero will compile and provide to the Municipality monthly reports showing all retailer and resident purchases, funds remitted from retailers and payments made to Municipality. WasteZero will also send notification to retailers of any Municipal-approved change in the Retail Bag Price.

4. **Program Manager.** WasteZero will assign a representative to serve as the Program's coordinator ("Program Manager"). The Program Manager will act as a main point of contact and assist Municipality to answer questions or provide support with regard to all aspects of the Program Services and Program Supplies, subject to the limitations described herein. The Program Manager will ensure that all of the Program Services and Supplies outlined herein are delivered and that Municipality has a primary point of contact to assist with any Program-related matters that might arise.

5. Additional Services. Additional Services are any services, materials or supplies desired by Municipality but not agreed to be provided by WasteZero under the terms of this Agreement. Upon mutual written agreement, WasteZero will perform Additional Services and directly bill Municipality or deduct the costs for such Additional Services from Bag Revenue.
6. Program Start Date will be: January 1, 2026
7. Program Manager:
Tory McBrien-Vranken
8396 Six Forks Road, Suite 103
Raleigh, NC 27615
Tele. No.: (860) 726-6371
Email: tmcbrien-vranken@wastezero.com
8. The Average Inventory Target is: 3 months

EXHIBIT D

Credit Policy and Procedures

WasteZero will invoice the Retailer for each delivery based on the delivery receipt indicating the number of bags and dollar amount by size sold to the Retailer on the date of delivery.

All invoices billed to Retailers are due and payable, net thirty (30) days from date of invoice.

WasteZero will use reasonable and customary efforts to collect all outstanding balances owed by Retailers to Municipality. WasteZero does not assume responsibility for Retailer defaults or uncollected amounts.

- In the event that the Retailer does not pay within terms, when the Retailer calls in an additional order, WasteZero will verbally remind the Retailer of the past due balances and ask for prompt payment. The Retailer will also be reminded that their account will be placed on hold when it becomes forty-five (45) days past the date of invoice (or 15 days past due).
- If an invoice becomes forty-five (45) days past the date of invoice (or fifteen (15) days past due), WasteZero will place the Retailer's account on hold, will not accept new orders from that Retailer, and will make no new deliveries to that Retailer until all invoices forty-five (45) days past the date of invoice (or fifteen (15) days past due) are paid in full. WasteZero will then remove the hold on the account, resume accepting new orders and deliver bags to the Retailer.
- In the event invoices become sixty (60) days past the date of invoice (or thirty (30) days past due):
 - The delinquent Retailer account will be referred to Municipality for further guidance on how to proceed.
 - No new orders will be accepted, or deliveries made to the delinquent Retailer account in the future unless Municipality provides WasteZero with written authorization.
 - WasteZero will require Municipality to indemnify WasteZero for any Program Revenue Share that is written off in the future if Municipality requests that WasteZero reinstate shipments to the previously delinquent Retailer account.
- In no event will WasteZero initiate or threaten legal action against any delinquent Retailer. Municipality reserves the right to make any collection efforts or take any actions in addition to or beyond those WasteZero sets forth herein.

WasteZero Return and Replacement Policy

WasteZero wants Retailers and customers to be completely satisfied with the quality of Official Pay-Your-Way Bags. Should any Retailer or customer experience a *bona fide* product defect with his or her Official Pay-Your-Way Bags, WasteZero will replace the defective product at no charge with a product of equivalent specification. Defective products must be returned for inspection. The product defect must be related to the design, manufacture, or supply of the product and not related to Retailer or customer overload, mishandling or misuse. Replacements will be processed at the point of sale. Cash refunds or discounts are not authorized. To obtain appropriate credit, Retailers must return the defective product to WasteZero.

If WasteZero ships a greater quantity of product or product of different specification than product ordered by Retailer, at Retailer's election, WasteZero will honor a request for inventory return. Inventory returns must be coordinated with the WasteZero personnel with whom the original order was placed. WasteZero, however, will not bear the cost of correcting errors made by Retailers in their order placements.

Please Note: WasteZero does not give exchanges for Official Pay-Your-Way Bags purchased through unauthorized Retailers or individuals.

EXHIBIT E

Municipal Wire Transfer Worksheet

Please complete and submit this form to receive monthly cash receipts wire transfers from your WasteZero Retail Store Distribution® (RSD) program.

Municipality:

Beneficiary Financial Institution

Enter the beneficiary financial institution information in the fields provided below:

Account Number		
Account Type		
ABA/Routing #		
Bank Name		
Street 1		
Street 2		
City		
State		
Postal Code		

EXHIBIT F

CUSTODIAL BANKING AGREEMENT

This Agreement is entered into on this ____ day of _____, 2025 between the City of Greenbelt, MD (Customer), with an address of _____ and WasteZero, Inc. (“WasteZero”), 8396 Six Forks Road, Suite 103, Raleigh NC 27615, to grant permission from the Customer to WasteZero to open a custodial bank account with South State Bank, on behalf of the Customer. The Customer understands this account will be in the name of Customer, carry the tax identification number of Customer and authorized signers on the account will be properly authorized Waste Zero employees.

WasteZero will prepare the necessary documentation to establish a custodial bank account on behalf of the Customer with South State Bank. WasteZero will deposit all checks for payments from the retailers into this account. WasteZero will electronically transfer funds from this bank account to the Customer’s own bank account. WasteZero will provide a monthly report which includes the reconciled bank account statement, invoice register, cash receipts journal and accounts receivable aging report no later than thirty (30) days after the end of each month.

Municipality

WasteZero, Inc.

Authorized Signature of Customer

Authorized Signature of WasteZero, Inc.

Title

Title

Printed Name of Authorized Signature

Printed Name of Authorized Signature

Date

Date

The **ONLY CURRENT AUTHORIZED EDITION** *of the*
CLASSIC WORK *on* **PARLIAMENTARY PROCEDURE**

ROBERT'S RULES OF ORDER NEWLY REVISED

11TH EDITION



HENRY M. ROBERT III,
DANIEL H. HONEMANN, *and* THOMAS J. BALCH
with the assistance of
DANIEL E. SEABOLD *and* SHMUEL GERBER

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1 whatever. It is not improper to include in the published list
of honorary officers the names of those who are deceased, if
that fact is clearly indicated.

5 Appointed Officers or Consultants

EXECUTIVE SECRETARY. The term *executive secre-*
tary, or *executive director*, is usually applied to a salaried offi-
10 cer who devotes full time to the position of administrative
officer and general manager of an organization, especially at
the national, regional, or state level; and unless otherwise
indicated the term is used in that sense in this book. In most
organizations, the executive secretary is employed by the
board of directors under contract, but in some this officer is
15 elected by the convention.

Duties of the Executive Secretary. The executive secretary
is in charge of the central office of the society and acts under
the immediate direction of the board and the executive com-
mittee, if there is one (see p. 485). He is sometimes ex officio
20 the secretary of the executive committee (and sometimes
of the board) and is responsible for seeing that the commit-
tee's instructions are carried out. He is expected to recom-
mend plans of work and to conduct the day-to-day business
of the organization. He is often responsible for the work that
25 would otherwise be carried out by an elected corresponding
secretary. He usually hires, fires, and determines the salaries
of other staff members with the approval of the board or
executive committee, which may regulate this function by
adopting personnel policies. The bylaws should specify the
30 duties of the executive secretary and should describe the man-
ner in which he is to be selected, and for how long a term.

Relationship to the President. The relationship between
the office of executive secretary and that of president depends
on the duties and authority of these officers as defined in the
35 bylaws. In some organizations, the executive and managerial

function that would otherwise be exercised by the president is entirely split off and vested in the executive secretary. This arrangement leaves the president his duties as presiding officer and spokesman for the organization. In any case, the president should not attempt to give orders to the executive secretary independently unless the bylaws so authorize; in the absence of such a provision, the executive secretary receives his direction from the board or executive committee.

PARLIAMENTARIAN. The parliamentarian is a consultant, commonly a professional, who advises the president and other officers, committees, and members on matters of parliamentary procedure. The parliamentarian's role during a meeting is purely an advisory and consultative one—since parliamentary law gives to the chair alone the power to rule on questions of order or to answer parliamentary inquiries.

A small local organization should rarely require the services of a parliamentarian, unless it undertakes a general revision of its bylaws; but for large assemblies and conventions or organizations where the transaction of business is apt to be complex, it is advisable to engage one. Some state or national organizations find it advisable to employ a parliamentarian throughout the year to assist with any questions that may arise in interpreting bylaws and rules, or in connection with the work of the board and of officers or committees. In such a case, the parliamentarian's duties extend beyond giving opinions to the presiding officer during meetings, and may include assisting in the planning and steering of business to be introduced.

Appointment of the Parliamentarian. If a parliamentarian is needed by an organization, the president should be free to appoint one in whom he has confidence. The board or society must approve any fee that will be required, however. If needed for only one meeting, a parliamentarian should be appointed as far as possible in advance of the meeting at

1 which he is to serve, since his main work should be done outside the meeting.

Duties of the Parliamentarian. The president, knowing in advance the business to come before the assembly, should
5 confer with the parliamentarian before the meetings open, and during recesses, in order to anticipate any problems that may arise and to avoid, as much as possible, frequent consultation during the meetings. There is no set rule for the number of additional functions a parliamentarian may be asked to
10 perform as a permanent appointee, such as teaching classes, holding office hours during conventions, and the like.

During a meeting the work of the parliamentarian should be limited to giving advice to the chair and, when requested, to any other member. It is also the duty of the parliamentarian—as inconspicuously as possible—to call the attention of
15 the chair to any error in the proceedings that may affect the substantive rights of any member or may otherwise do harm. There should be an understanding between the parliamentarian and the presiding officer that there will probably be
20 occasions when it may be essential for the chair to listen to suggestions being made by the parliamentarian, even if it means momentarily not giving full attention to others or asking the assembly to *stand at ease* during the consultation (see p. 82; p. 250, ll. 2–5). This practice will enable the chair to
25 be in a position to act promptly at the correct time and be fully informed. In advising the chair, the parliamentarian should not wait until asked for advice—that may be too late. An experienced parliamentarian will often see a problem developing and be able to head it off with a few words to the
30 chair. Only on the most involved matters should the parliamentarian actually be called upon to speak to the assembly; and the practice should be avoided if at all possible. The parliamentarian should be assigned a seat next to the chair, so as to be convenient for consultation in a low voice, but the chair
35 should try to avoid checking with the parliamentarian too

frequently or too obviously. After the parliamentarian has expressed an opinion on a point, the chair has the duty to make the final ruling and, in doing so, has the right to follow the advice of the parliamentarian or to disregard it. But if the parliamentarian's advice on important procedural issues is habitually disregarded, he may find it necessary, at the end of the present engagement or session, to resign. 1 5

A member of an assembly who acts as its parliamentarian has the same duty as the presiding officer to maintain a position of impartiality, and therefore does not make motions, participate in debate, or vote on any question except in the case of a ballot vote. He does not cast a deciding vote, even if his vote would affect the result, since that would interfere with the chair's prerogative of doing so. If a member feels that he cannot properly forgo these rights in order to serve as parliamentarian, he should not accept that position. Unlike the presiding officer, the parliamentarian cannot temporarily relinquish his position in order to exercise such rights on a particular motion. 10 15

Regarding the duties of the parliamentarian in connection with a convention, see also pages 608–9. 20

Vacancies

The power to appoint or elect persons to any office or board carries with it the power to accept their resignations, and also the power to fill any vacancy occurring in it, unless the bylaws expressly provide otherwise. In the case of a society whose bylaws confer upon its executive board full power and authority over the society's affairs between meetings of the society's assembly (as in the example on p. 578, ll. 11–15) without reserving to the society itself the exclusive right to fill vacancies, the executive board is empowered to accept resignations and fill vacancies between meetings of the society's assembly. For particular vacancies, see page 457, lines 22–30 25 30 35

- 1 (president-elect), page 458, lines 7–18, and page 575, lines
6–17 (president and vice-presidents). See also page 177
(vacancies in a committee).

5 Notice of filling a vacancy in an office (including a vacancy
in an executive board or executive committee) must always
be given to the members of the body that will elect the person
to fill it, unless the bylaws or special rules of order clearly pro-
vide otherwise.

10

§48. MINUTES AND REPORTS OF OFFICERS

Minutes

15 The official record of the proceedings of a deliberative
assembly is usually called the *minutes*, or sometimes—partic-
ularly in legislative bodies—the *journal*. In an ordinary soci-
ety, the minutes should contain mainly a record of what was
done at the meeting, not what was *said* by the members. The
minutes should never reflect the secretary's opinion, favorable
20 or otherwise, on anything said or done. The minutes should
be kept in a substantial book or binder.

25 CONTENT OF THE MINUTES. The *first paragraph*
of the minutes should contain the following information
(which need not, however, be divided into numbered or sep-
arated items directly corresponding to those below):

- 1) the kind of meeting: regular, special, adjourned regular,
or adjourned special;
- 30 2) the name of the society or assembly;
- 3) the date and time of the meeting, and the place, if it is
not always the same;
- 4) the fact that the regular chairman and secretary were pres-
ent or, in their absence, the names of the persons who
35 substituted for them; and

Report from the County Council Qualified Data Center Task Force Meeting held on September 10, 2025

Submitted by Mayor Pro Tem Kristen Weaver

- As described by Chair Ed Burroughs, legislation passed previously ([CB1-2021](#)) exempts data centers in the MXT Zone (which includes Landover Mall site) from the District Council review process
 - Only required to get approval for preliminary plan of subdivision from Planning Board
 - Exempt from submitting conceptual detailed site plans
 - Chair Burroughs expressed concern about that situation
- The Task Force is not approving or disapproving specific projects, but is providing policy guidance to the County Council
- DPIE has authority to approve or deny data centers, such as the one proposed for Landover Mall
- There will be another opportunity provided for public feedback, given the outpouring of interest in this meeting
- Strong words from Krystal Oriadha about preference shown by past leadership for industry over people, including fast-track process for data centers
- Wala Blegay plans to introduce legislation for a temporary stop on all data centers until the task force finishes its recommendations.
- Held various community meetings in July
 - Environmental impact, and governance and transparency were areas with most comments
 - Energy/emissions and water usage top environmental concerns

NLC just put out [A Primer for Local Governments: Understanding Data Centers](#), which might be a useful reference.

Annual													Follow-Up Letter Sent
Advisory Group Chairs	7/22	7/23	8/24	6/25									
Franklin Park at Greenbelt Station Mgmt.	12/21	12/22	2/24										3/21/24
Greenbelt Center HOAs	3/23	5/24											
Greenbelt East HOAs and COAs/Greenbelt East Advisory Coalition	4/22	6/23											
Greenbelt Homes, Inc.	8/22	8/23	9/24										
Greenbelt Station HOA/Verde Apts.	8/22	8/23											
Motiva													
School Board Member	9/21	2/23	8/23	9/24									
State Highway Administration	11/20	11/22	12/23	4/25									4/25/25
Biennial													
Beltsville Ag. Research Center	8/18	11/22	11/23										
Beltway Plaza	9/22	9/24											
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	2/24											
Twice a Year													
County Council Person and At Large Members	5/23	3/24											3/19/24
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	5/24									
Washington Gas	8/23												
Prince George's Economic Development Corp.	11/21												
Prince George's Planning Board	10/19												
Roosevelt Center Owner	8/20												
University of Maryland	4/15												
WMATA/PGDPW&T (Semi-Annual)	5/22												
Newly Elected/Appointed Officials (Presentation of a Council Regular Meeting)													
County Executive													
School Board CEO	1/24	2/25											1/17/24
State's Attorney	1/23												



City Council Meetings & Work Sessions September – October

No Meeting – Rosh Hashanah	Mon.	09/22	
Regular Meeting	Wed.	09/24	7:30 pm
Work Session – Go Prince George’s County (Draft Master Plan of Transportation)	Mon.	09/29	7:30 pm
No Meeting – Yom Kippur	Wed.	10/01	
Advisory Board/Committee Annual Dinner (Martin’s Crosswind)	Sun.	10/05	5:00 – 8:00 pm
Work Session – GHI	Mon.	10/06	7:30 pm
Work Session – Rent Stabilization Update and Presentation	Wed.	10/08	7:30 pm
Work Session – Parliamentary Procedures Training - Tentative			
MML Fall Conference McHenry, MD	Sun – Tues.	10/12 – 10/14	
No Meeting – MML Fall Conference	Mon.	10/13	
Regular Meeting	Tues.	10/14	7:30 pm
Work Session – WSSC	Wed.	10/15	7:30 pm
Work Session - Cemetery Preservation Master Plan	Mon.	10/20	7:30 pm
Work Session – City Manager’s Quarterly Update – Recreation Department	Wed.	10/22	7:30 pm
Four Cities Meeting (Berwyn Heights)	Thurs.	10/23	7:00 pm
Regular Meeting	Mon.	10/27	7:30 pm
Work Session – TBD	Wed.	10/29	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

Ready to be scheduled:

Quantum Properties (Beltway Plaza)
Large Unfunded Capital Needs
Greenbelt Road Corridor
Townhall Meeting: Virtual Meetings
 Accessibility for Blind and Visually
 Impaired
County Executive Municipal Liaison

For later scheduling:

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