

CITY COUNCIL AGENDA

1. Call To Order

2. Roll Call

3. Meditation And Pledge Of Allegiance To The Flag

4. Consent Agenda - Approval Of Staff Recommendations

*(Items on the Consent Agenda [marked by *] will be approved as recommended by staff, subject to removal from the Consent Agenda by Council.)*

5. Approval Of Agenda And Additions

6. Presentations

7. Petitions And Requests

(Petitions received at the meeting will not be acted upon by the City Council at this meeting unless Council waives its Standing Rules)

8. Minutes Of Council Meetings

- o. Minutes – Executive Session Of November 16, 2015

In order to approve these minutes, the following motion is needed:

I move that the minutes of the executive session of the City Council held Monday, November 16, 2015, at 7:04 p.m., in the Library of the Municipal Building be approved as presented. Council held this closed meeting in accordance with the General Provisions Article, §3-305(b)(3) of the *Annotated Code of Public General Laws of Maryland*, to consult with legal counsel regarding the acquisition of real property. (CM)

- o. * DRAFT Minutes, Work Session #1, November 16, 2015

Documents: [DRAFT MINUTES, WORK SESSION 1, NOVEMBER 30, 2015.PDF](#)

- o. * DRAFT Minutes, Work Session #2, November 16, 2015

Documents: [DRAFT MINUTES, WORK SESSION 2, NOVEMBER 16, 2015.PDF](#)

- o. * DRAFT Minutes, November 30, 2015

Documents: [DRAFT MINUTES, WORK SESSION, NOVEMBER 30, 2015.PDF](#)

- o. * DRAFT Minutes, Work Session, December 9, 2015

Documents: [DRAFT MINUTES, WORK SESSION, DECEMBER 9, 2015.PDF](#)

9. Administrative Reports

10. *Committee Reports

- o. * Advisory Committee On Education, Report #2016-1 (Grant Proposals – 2016):

It is recommended that Council accept this report and consider it on the agenda of the next meeting. (CM)

Documents: [ACE REPORT.PDF](#)

11. An Ordinance Of The Council Of The City Of Greenbelt Authorizing The Acquisition By Negotiated Purchase Of Certain Real Property Known As 10-A Crescent Road, Greenbelt, Maryland Which Is Needed For A Public Purpose, Namely A Museum, For An Amount Not To Exceed Two Hundred Thousand Dollars (\$200,000)

- 1st Reading

Reference:
Ordinance

The City has the opportunity to acquire the Greenbelt Homes, Inc. (GHI) unit at 10-A Crescent Road which is next to the Greenbelt Museum at 10-B Crescent Road. These units are the only two units at that address. (In GHI language, it would be to purchase the Right of Perpetual Use.)

The current Greenbelt Museum building was acquired by the City as part of its 50th anniversary in 1987. From the time the museum unit was acquired, persons associated with the museum have expressed an interest in 10-A being acquired as well for museum purposes. The unit at 10-A could become the office space for museum staff which would enable the museum to be available for tours on a more frequent basis. It would also provide space for hosting larger tour groups, provide space for researchers interested in Greenbelt, and present a comparison of original Greenbelt homes "then and now."

The residents of 10-A, the Dwyers, had always been good neighbors to the museum, sharing information with interested visitors when the museum was closed. Another resident might not be so accommodating of these types of intrusions. The Dwyers resided in the home for 59 years and as such it is unknown when the unit might become available again. Discussions with Thomas Dwyer, who is executor of the estate, indicate he is willing to sell the unit to the City for \$200,000 which is less than its appraised value.

A public hearing for this acquisition was held during Council's regular meeting on December 14, 2015. Following the public hearing, Council directed staff to prepare the ordinance to approve the acquisition for introduction at this meeting.

It is recommended the ordinance be introduced for first reading. (MPM)

Documents: [DRAFT ORDINANCE.PDF](#), [EXHIBIT A.PDF](#)

12. A Resolution To Authorize The Negotiated Purchase Of Canine Turf For The Greenbelt Animal Shelter And The Greenbelt Dog Park From East Coast Surfacing Of Rock Hall, Maryland At A Cost Of \$20,940

- 1st Reading

Reference:
Resolution
East Coast Surfacing Quote, 12/15/2015

Included in the FY 2016 budget is \$15,000 for the installation of canine turf at the

Greenbelt Animal Shelter. It has not been possible to maintain a grass yard at the animal shelter due to the heavy use by dogs, poor drainage and lack of sunlight. This has resulted in a yard that is often wet and muddy. The condition of the yard causes the dogs to become wet and dirty when in the yard and this in turn results in the interior of the shelter becoming dirty and therefore requiring increased maintenance by shelter staff and increased costs for maintenance materials.

There have been similar problems with yard care at the dog park and the city has received complaints from park users about the condition of the yard. There has been discussion of using canine turf in the dog park in addition to the animal shelter yard. This would allow an opportunity to evaluate the durability of the canine turf under dog park conditions and also will allow dog park users the chance to test out the canine turf and offer feedback.

Staff obtained quotes from two companies for the installation of canine turf in the rear and side yards of the animal control facility. An additional quote was obtained for a small test area for canine turf at the dog park. The best quote was received by East Coast Surfacing at a cost of \$18,440 for the animal control facility rear and side yards, and \$2,500 for a 15' by 15' test area at the dog park. The combined total for the animal control facility yard and the dog park test area is \$20,940.

A resolution for negotiated purchase has been prepared for the purchase of canine turf from East Coast Surfacing in the amount of \$20,940. It is recommended the resolution be introduced for first reading. (CC)

Documents: [DRAFT RESOLUTION.PDF](#), [EAST COAST SURFACING QUOTE.PDF](#)

13. American Chestnut Foundation Grant Opportunity

Reference:

Email, J. Murray, 12/26/2015

At the December meeting of the Forest Preserve Advisory Board (FPAB), the Board discussed a possible opportunity for the city to obtain at no cost seedlings of the American Chestnut tree. The American Chestnut tree has suffered great loss due to disease but recent efforts to breed the American Chestnut tree with the Chinese Chestnut tree has resulted in a new disease resistant strain of the American Chestnut. The American Chestnut Foundation has been working with organizations to establish new stands of the American Chestnut by providing seedlings to be planted by partner organizations. While the seedlings are provided at no cost, an agreement is required which specifies planting and care of the seedlings. The agreement also prohibits the sale of the trees or seedlings of the tree. The FPAB was enthusiastic about this possible opportunity and suggested that this possibility be evaluated.

At this time, we have limited information about the program. Staff has been attempting to gather more information about who is sponsoring the program, what is the process to apply for these seedlings, how is site selection handled, is there a grant cycle to apply for the program and how many seedlings are available, among other questions. Given the information we have available, this seems like an exciting opportunity to participate in the reestablishment of the American Chestnut while providing resources to increase the City's tree inventory.

It is recommended that Council forward this matter to the Advisory Committee on Trees (ACT) for their study and evaluation. ACT can research the program and provide a recommendation based on thorough review of the program and its requirements. (CC)

Documents: [EMAIL, J. MURRAY.PDF](#)

14. State Legislation – PG 404 County Disposal Bag Fee

Reference:
PG 404-16

This legislation would allow the County to impose a fee on retail establishments for the use of disposable plastic bags. The fee cannot exceed five cents per bag. The proposed law would not apply to bags for certain uses (bulk items, flowers, newspapers, etc.). This local bill would only apply in Prince George's County. Senator Pinsky sponsored this bill.

The City has supported similar legislation in prior years. Past bills would have authorized the retailer to charge a fee to the consumer. Under PG 404, the retailer must pay the fee.

It is recommended Council support PG 404-16. (DEM)

Documents: [PG 404-16.PDF](#)

15. Council Reports

16. * Advisory Planning Board Resolution For Departure #15-002-DPLS

Reference:
APB Resolution 15-002-DPLS, 12/9/15

An appeal was made to the Advisory Planning Board (APB) to grant a Departure from Parking and Loading Standards (DPLS) for a waiver of 13 parking spaces as required by Prince George's County Code for a retail use to occupy 151A Centerway, Greenbelt. The subject space is located below the Greenbelt Barber Shop and DMV Pizza in Roosevelt Center, and was formerly occupied by the Greenbelt Step Club.

The APB held a public hearing on the application on December 9, 2015. At the hearing City planning staff recommended approval of the application. In addition, persons were present that spoke in favor of granting the departure. APB found sufficient justification to recommend unanimous approval of the requested waiver of 13 parking spaces to accommodate a retail use in the subject property.

Since no requests for oral argument were filed, it is recommended that Council adopt the APB Resolution for Departure Application 15-002-DPLS. Approval of this item on the consent agenda (as permitted by the zoning legislation) will indicate Council's adoption of the APB Resolution for Departure Application 15-002-DPLS. (TH)

Documents: [APB RESOLUTION 15-002-DPLS.PDF](#)

17. * Reappointments To Advisory Groups

Reference:
Reappointment Applications

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

Jacquelyn Carrington Community Relations Advisory Board
Pamela Gregory Board of Elections

Approval of this item on the consent agenda will indicate Council's intent to appoint them to new terms. (CM)

18. * Resignation From Advisory Group

Reference:

Email, S. Burks, 01/06/2016

Sherry Burks has submitted her resignation from the Community Relations Advisory Board. Approval of this item on the consent agenda will indicate Council's intent to accept her resignation with regret. (CM)

WORK SESSION OF THE GREENBELT CITY COUNCIL held Monday, November 16, 2015 to

Mayor Jordan called the meeting to order at 7:02p.m. It was held in Library of the Municipal Building.

PRESENT WERE: Councilmembers Judith F. Davis, Konrad E. Herling, Leta M. Mach, Silke I. Pope, Edward V. J. Putens, and Mayor Emmett V. Jordan.

STAFF PRESENT WERE: Michael McLaughlin, City Manager; David Moran, Assistant City Manager and John Shay, City Solicitor

Ms. Davis moved that Council conduct this Executive Session in accordance with Section 3-305(b)(3) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland to consider the acquisition of real property for a public purpose and matters directly related to the acquisition. Ms. Mach seconded.

ROLL CALL:

<i>Ms. Davis</i>	<i>-</i>	<i>Yes</i>
<i>Mr. Herling</i>	<i>-</i>	<i>Yes</i>
<i>Ms. Mach</i>	<i>-</i>	<i>Yes</i>
<i>Ms. Pope</i>	<i>-</i>	<i>Yes</i>
<i>Mr. Putens</i>	<i>-</i>	<i>Yes</i>
<i>Mayor Jordan</i>	<i>-</i>	<i>Yes</i>

It was noted that Council would return to open session at approximately 8:00pm.

Respectfully submitted,

*David Moran
Assistant City Manager*

WORK SESSION OF THE GREENBELT CITY COUNCIL held Monday, November 16, 2015, for the purpose of reviewing the Greenbelt Station Phase 3 Site Plan.

Mayor Jordan started the meeting at 8:05p.m. It was held in the Council Room of the Greenbelt Municipal Building.

PRESENT WERE: Councilmembers Judith F. Davis, Konrad E. Herling, Leta M. Mach, Silke I. Pope, Edward V.J. Putens, Rodney M. Roberts and Mayor Emmett V Jordan.

STAFF PRESENT WERE: Michael P. McLaughlin, City Manager, Celia Craze, Director of Planning & Community Development; Jessica Bellah, Community Planner and David E. Moran, Assistant City Manager.

ALSO PRESENT WERE: Norman Rivera, Michael German & Justin Frye, Woodlawn Development; Brian Gibbons and Nicole Williams, Advisory Planning Board; Laura Kressler, and Kathleen Gallagher, News Review

Ms. Bellah described the detailed site plan process noting this was the third version of the plan the City had received and reviewed. She indicated that the proposed plan does not meet the standards required by the Development District Overlay (DDOZ) zoning, the previous conceptual site plan, or the development agreement with the City. Ms. Bellah stated the density was too great. Ms. Craze summarized the current plan as having too great a density with too few amenities.

Mr. Rivera stated that Woodlawn had been working diligently to reach an agreement with City staff. Mr. Rivera referenced the total density per the development agreement and indicated that the total density including this plan was below the total approved for the parcel. He expressed frustration that Woodlawn only received the City's 23 page comments document on the Friday before the work session. Mr. Rivera requested that Council prioritize the City's concerns.

Mayor Jordan stated that the development mix was substantially different than the conceptual plan. Ms. Davis noted that there had not been townhouses adjacent to the retail parcel in the prior plan. Ms. Bellah outlined the plan for Council.

Next, Ms. Bellah summarized the main concerns listed on the "Staff outline of Major Issues" summary document.

There was discussion about the noise barrier wall. Ms. Bellah indicated that staff favored a landscaped berm.

Mayor Jordan asked about the affordability and price point of the units referencing different products in the conceptual plan such as the two over two units. Mr. Frye responded that the 16 foot townhouse units were a little more expensive than the two over two units.

Ms. Davis asked about the number of townhouse units per group. Ms. Bellah responded that some groups were 10 units and others were 7-9 units.

Mr. Putens wanted the fire department to visit the Phase 1 site in order to make sure the streets and turns can be navigated by fire trucks.

Mr. Herling asked about how many units would be lost to provide more air, light and open space. Ms. Bellah responded that it depends on how you lay out the lots.

Ms. Davis indicated that a person buying a unit does not normally pay attention to sound barrier and other details. She encouraged Woodlawn to consider removing the ten units adjacent to the retail parcel.

Mayor Jordan asked about the County approval process. Ms. Bellah noted there were disagreements between City and County staff regarding how the zoning standards should be applied. Mayor Jordan asked about the pedestrian overpass. Ms. Bellah responded that staff's opinion was that the landing area identified on the plan did not function appropriately.

Mr. Gibbons discussed the Advisory Planning Board (APB) recommendations. He hoped the courtyards could be improved and increased. Mr. Gibbons reported APB was in favor of pedestrian connectivity and that APB felt the proposed density was important for the success of the property. Ms. Williams stressed APB's hope that lot 116 could be retained for potential retail use.

Ms. Craze stated that staff was not disputing the number of units, but rather how they appeared on this plan. She indicated that staff believed the developer was trying to fit a suburban product into an urban zone without the amenities.

Ms. Davis asked if Woodlawn could postpone their County approval. Mr. Frye responded that County consideration had been postponed twice and expressed an unwillingness to postpone again. Mr. Frye expressed concern about being stuck between the City and the County. Mr. German stated Woodlawn's assumption was that the City and County would apply the same standards.

Mr. Frye stressed that the central park, stream trail and other open spaces were project-wide amenities.

There was discussion of placing a road adjacent to the proposed sound barrier. Mr. Roberts did not favor the road. He did favor a berm instead of a wooden barrier.

Ms. Davis indicated Council would need another work session in December to prioritize their requests.

Mr. Orleans favored eliminating the townhomes adjacent to the retail site. He suggested the developer turn over that lot now. He favored City-owned and maintained roads throughout the development.

Council Reports

Ms. Davis asked if someone else could cover Thursday's Prince George's County Municipal Association (PGCMA) meeting. Mr. Herling agreed to cover it. Ms. Davis stated the past election was a disappointment in turnout and hoped that Council would hold a work session on this issue.

Ms. Davis reported on Todd Turner's veterans breakfast. She stated there were 62,000 veterans in the County and announced a hotline that Veterans could use. Next, she reported on a session at the National League of Cities (NLC) Convention about the sharing economy revolution.

The meeting ended at 10:30pm.

Respectfully submitted,

*David E. Moran
Assistant City Manager*

WORK SESSION OF THE GREENBELT CITY COUNCIL held Monday, November 30, 2015, for the purpose of discussing Council Reports and Council Appointments to City Advisory Groups and Metropolitan Washington Council of Governments Policy Boards and Committees.

Mayor Jordan started the meeting at 8:01p.m. It was held in the Council Room of the Municipal Building.

PRESENT WERE: Councilmembers Judith F. Davis, Konrad E. Herling, Leta M. Mach, Silke I. Pope, Edward V.J. Putens, Rodney M. Roberts and Mayor Emmett V Jordan.

STAFF PRESENT WERE: Michael P. McLaughlin, City Manager and David E. Moran, Assistant City Manager.

ALSO PRESENT WAS: Bill Orleans.

Council Reports

Council provided reports from the National League of Cities (NLC) Conference in Nashville, Tennessee. Ms. Davis referenced a session on Cultivating a Local Food Economy. Topics at the session included farmers markets, incentives for markets to provide healthier foods, health and nutrition programs, food trucks and food carts, healthier vending, etc.

Ms. Mach reported on sessions she had attended dealing with children and youth. The session discussed partnering with libraries, schools, recreation centers and the business communities. Ms. Mach noted ideas she had learned from other communities' youth committees. She reported on what makes a great City for children including: strong partnerships, data driven accountability, youth engagement, high quality programs, access to healthy affordable food, quality education, access to the arts and safe neighborhoods.

Mayor Jordan noted that Greenbelt had provided an opportunity for members of the Youth Advisory Committee (YAC) to attend the NLC Congressional City Conference in Washington, DC in March. Council favored extending this opportunity to YAC in 2016.

Mr. Herling reported on a session on broadband that he and Ms. Pope had attended. It was noted the session was very technical. Mr. Herling announced that 25% of all Americans do not have access to broadband and that broadband is no longer an amenity, but a necessity. He referenced the Broadband USA program which provides training programs for users. Mr. Herling suggested follow-up with Comcast/Verizon when Council meets with them about their Broadband programs.

Mayor Jordan reported on a half-day session on "Let's Move Cities and Towns" which discussed "all-star" strategies for next steps. These strategies included integrating healthy activities into City design. There were also suggestions for healthy meeting guidelines such as an opportunity to stretch or move around. Other strategies included workplace wellness programs, farmers markets and community gardens. Mayor Jordan summarized that integrating healthy activities and lifestyles every day was essential. Mayor Jordan noted that 50% of all

diseases were the result of lifestyle choices. Mayor Jordan suggested a work session on the Healthy Eating Active Living (HEAL) program.

Ms. Pope reported on a session on transportation and micro-transit and that in the future there would be more Lyft, Uber and bus and train services. The session speakers believed there would be less cars and highways. Ms. Pope also discussed a session on technology and innovation and engaging citizens via these mechanisms and share information with them.

Ms. Davis reported on a panel on place-making. She indicated that entertainment, sustainability, arts spaces, urban wildland, broadband, affordability and bike lanes were attractive features. She also discussed a session on race and equity and noted that everyone needs to feel loved and valued. Ms. Davis mentioned a session on engaged citizens. She noted that “Millennials” want immediate change. There was also discussion about bringing meetings to other neighborhoods, walking town meetings and using social media to engage citizens.

Ms. Mach reported on a visit to the Nashville entrepreneur center and how it worked including the center’s mentoring programs.

Mr. Herling reported on a session on racial equity. He reported that there is no easy solution, but cited some best practices being done by other cities. Mr. Herling suggested that Greenbelt may want to consider a staff position to address equity issues.

Mayor Jordan reported on a session on municipal bonds and fiscal health. He indicated that property and income tax revenues are more volatile than sales taxes, and generally local government revenues have not yet returned to pre-recession levels. Mayor Jordan listed five questions to determine a government’s fiscal health. These are:

1. How diverse is your economy? How prepared are you for economic resilience?
2. What is your investment plan? Are you building projects or are you building community?
3. How are you funding this plan and it is sustainable?
4. Are you doing big things?
5. What are the threats and the risks?

Ms. Mach asked if there was an answer to question number 4. Mayor Jordan responded that the key was to be impactful. Mr. Putens discussed past bond issues in Greenbelt and the long-term commitment to finance these. He also indicated that cities forget to focus on their assets.

Ms. Davis reported on the community meeting on bike share in Prince George’s County. She indicated their initial focus would be the Anacostia Trails Heritage Area (ATHA) area. Ms. Davis described how bike sharing programs worked.

Boards and Committees

Mayor Jordan reviewed the various NLC Boards and Committees, identifying those that Council members serve on. It was noted that Ms. Mach was a member of the NLC Board of Directors

due to her position as Chair of the Human Development Committee.

Regarding Maryland Municipal League (MML) Committees, Mayor Jordan reported he was on the Board of Directors, Ms. Davis was on the Legislative Committee and Ms. Mach was on the Communications Committee. Council discussed attendance at monthly Prince George's Municipal Association (PGCMA) meeting and agreed to make an effort to rotate attendance at these meetings.

Council reviewed the list of appointments to Metropolitan Washington Council of Governments (MWCOC) Boards and Committees and agreed to the following appointments:

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

Council reviewed the list of liaison appointments to City Advisory groups and agreed to the following:

Advisory Committee on Education	-	Ms. Mach
Advisory Planning Board	-	Ms. Davis
Arts Advisory Board	-	Ms. Davis
Community Relations Advisory Board	-	Mr. Putens
Forest Preserve Advisory Board	-	Mr. Roberts
Greenbelt Advisory Committee on Environmental Sustainability	-	Mr. Herling
Park and Recreation Advisory Board	-	Mayor Jordan
Public Safety Advisory Committee	-	Ms. Pope
Senior Citizens Advisory Committee	-	Ms. Pope
Youth Advisory Committee	-	Mr. Roberts
Anacostia Trails Heritage Association	-	Ms. Davis

Information Items

Mayor Jordan reported on the interfaith service at St. Hugh's and noted a blanket donation program for Syrian refugees.

Ms. Mach reported that tentatively the NLC Leadership meeting was scheduled for the same time as the MML Summer Conference.

The meeting ended at 9:33 p.m.

Respectfully submitted,

*David E. Moran
Assistant City Manager*

WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, December 9, 2015, to discuss the Draft Environmental Impact Statement (EIS) for the FBI.

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

PRESENT WERE: Councilmembers Judith F. Davis, Leta M. Mach, Silke I. Pope, Edward V. J. Putens, Rodney M. Roberts and Mayor Emmett V. Jordan. Councilmember Konrad E. Herling was unable to attend due to illness.

STAFF PRESENT WERE: Michael McLaughlin, City Manager; Jessica Bellah, Community Planner and David Moran, Assistant City Manager

ALSO PRESENT WERE: Garth Beall, Renard Development; Keith Chernikoff, Matt Johnson, Nicole Williams, Brian Gibbons and Jeff Lemieux, APB; Cary Coppick, Bill Cornett, Bill Orleans, Ellen Bradst, residents and Diane Oberg, News Review

Mayor Jordan began with introductions. Ms. Bellah explained that this was the first draft of the EIS. She stated the EIS identifies major impacts.

Mr. Beall presented a PowerPoint. He indicated the significant adverse impact for Greenbelt was the security fencing in the floodplain. There are also concerns about the security setbacks at the FBI facility and how these are accomplished. Ms. Davis expressed concern about concrete or other impervious security structures which might be located in sensitive environmental areas.

For the Springfield site, Mr. Beall stated the major impact is the existing tenants on the site. For the Landover site, the major issue is that it is two miles from the nearest Metro station.

Mr. Beall indicated that Greenbelt is the most transit oriented site and has the least traffic impact. He noted that this project had 43% of the AM impact and 26% of the PM impact of the prior mixed use development. He discussed the traffic analysis.

Mr. Beall reviewed the beneficial impacts listed in the EIS.

There was discussion about traffic improvements to Edmonston Road and the intersections at Sunnyside Avenue and Powder Mill Road. Several mitigation measures were discussed,

Mr. Beall reviewed the adverse impacts listed in the EIS.

There was discussion of the shadows cast by the mixed use buildings on the north College Park neighborhood. Mr. Beall presented shadow studies.

Mr. Putens asked if a lease arrangement was off the table. Mr. Beall responded that Federal appropriation was the leading option. He reported that the FBI still favored a lease.

Council discussed next steps, noting that comments were due by January 6. Council agreed to have a briefing on the upcoming December 14 Regular Meeting agenda and likely direct staff to prepare a letter that could be approved at a special meeting on January 4.

The meeting ended at 10:25p.m.

Respectfully Submitted

*David E. Moran
Assistant City Manager*

**ADVISORY COMMITTEE ON EDUCATION
REPORT TO COUNCIL**

SUBJECT: ACE GRANT PROPOSALS - 2016

BACKGROUND: The Advisory Committee on Education recently solicited grant proposals for the 2015-2016 school year. The budget available to be allocated to ACE grants is \$9500.00.

ACE solicited grant proposals for up to \$500 each from the seven ACE core schools: Greenbelt Elementary, Springhill Lake Elementary, Magnolia Elementary, Dora Kennedy French Immersion School, Turning Point Academy, Greenbelt Middle and Eleanor Roosevelt High School. Proposals were welcome either from the school itself or from the school's parent-teacher organization. There was no limit to the number of proposals that could be submitted from each school. The proposals were due on November 3, 2015. The proposals were for activities that will take place between February 15, 2016 and the end of the 2016-2017 school year.

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

ACE organized a grant-writing workshop at Greenbelt Middle School in September. GMS teachers and PTA members participated in the workshop and there were several other schools represented as well. ACE believes that the grant-writing workshops have been successful at both encouraging more proposals and improving the quality of the proposals that are submitted.

ACE runs clubs at two ACE core schools, with a Reading club at SHLES and Science and Reading clubs at MES. The clubs, which are not funded by the grants program, provide some balance in ACE programs between the schools in different locations throughout the city.

FINDING: ACE received 33 proposals from 5 schools for a total request of \$16,167.35. Proposals were submitted from Greenbelt and Springhill Lake Elementary Schools, Dora Kennedy French Immersion

School, Greenbelt Middle School and Eleanor Roosevelt High School. ACE did not receive any proposals from Magnolia Elementary School or Turning Point Academy.

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

#	School:	Purpose of grant request:	Amount requested:	Recommended Funding
1	DKFIS	Board Games Bonanza	\$ 435.03	\$ 435.03
2	DKFIS	Headphones for Chromebooks at DKFIS	\$ 384.10	\$ -
3	DKFIS	Just My Size Library Reading Area	\$ 434.97	\$ 434.97
4	DKFIS	Spelling Bee Club and Contest	\$ 469.00	\$ -
5	ERHS	ERHS Student Newspaper, The Raider Review	\$ 500.00	\$ 500.00
6	ERHS	Pep Band Uniforms	\$ 500.00	\$ 500.00
7	ERHS	The Cultural Exchange with Yokohama Suiran HS	\$ 500.00	\$ -
8	ERHS	Whiteboarding in the Physics Classroom	\$ 500.00	\$ 500.00
9	GES	Art Supplies - Clay and Painting Supplies for 3d Art	\$ 500.00	\$ -
10	GES	Books! The Magic is Real	\$ 500.00	\$ -
11	GES	Drawing Journals for Life Science	\$ 500.00	\$ 500.00
12	GES	Exploring STEM Through Dance	\$ 500.00	\$ -
13	GES	Greenbelt Readers Engaging & Achieving Together	\$ 500.00	\$ -
14	GES	Opera Kids	\$ 1,225.00	\$ -
15	GES	Promoting Literacy	\$ 500.00	\$ -
16	GES	Puppets and Poetry	\$ 405.00	\$ 405.00
17	GES	Technology for Music	\$ 500.00	\$ -
18	GES	Using Board Games to Enhance Literacy	\$ 500.00	\$ 500.00
19	GMS	Craft Business Partnership with Voices for Liberty	\$ 462.50	\$ 462.50
20	GMS	Field Trip to the National Museum of Natural History	\$ 500.00	\$ 500.00
21	GMS	Greenbelt Middle School Robotics Club	\$ 500.00	\$ 500.00
22	GMS	Guest Band Clinicians	\$ 500.00	\$ 500.00
23	GMS	Medieval Times Educational Show	\$ 500.00	\$ -
24	GMS	National Ford's Theatre Oratory at GMS	\$ 500.00	\$ 500.00
25	GMS	National History Day Wood Frame Exhibit Boards	\$ 500.00	\$ 500.00
26	SHLES	Birdhouse Project	\$ 154.35	\$ 154.35
27	SHLES	Eagles Nest	\$ 420.00	\$ -
28	SHLES	Hands on Learning	\$ 500.00	\$ 500.00
29	SHLES	Learn to Ride Bikes	\$ 500.00	\$ 500.00
30	SHLES	Physical Activity Equipment	\$ 500.00	\$ 500.00
31	SHLES	Reading is the Key to Success: Read Naturally Encore	\$ 500.00	\$ 500.00
32	SHLES	Testing Incentives	\$ 277.40	\$ 277.40
33	SHLES	Trampolines for Special Needs Students	\$ 500.00	\$ 500.00
			\$16,167.35	\$ 9,669.25

Proposal Review

ACE met on Tuesday, December 8, 2015, to consider the proposals. For each proposal, the committee listed the strengths and weaknesses and assigned a numerical score on a 100-point scale. The points were assigned according to the following scale:

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

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

Proposals:

1) **Board Games Bonanza. DKFIS. Recommended funding: \$435.03 (full funding.)**

Summary: This grant would provide funding for chess sets and board games, which would be used by the elementary students in an afterschool club, at PTA meetings, and at Family Fun Nights.

Strengths: Research has shown that playing board games can improve IQ scores. The specific games identified in this grant were well chosen and appropriate for the intended age groups. These games would also be used by a large number of students.

Weaknesses: None.

2) **Headphones for Chromebooks. DKFIS. Recommended funding: \$0 (no funding.)**

Summary: Dora Kennedy French Immersion School has requested funding to purchase 90 pairs of headphones to be used with ChromeBooks that have been provided by Prince George's County Public Schools. The headphones would allow students to access the audio components of websites, on-line textbooks, and standardized tests.

Strengths: The headphones would increase the usefulness of the ChromeBooks provided by PGCPs.

Weaknesses: Headphones for use with the ChromeBooks during standardized tests are the responsibility of PGCPs. ACE grant requirements restrict funding for equipment that should be provided by the school system.

3) **Just My Size Reading Area. DKFIS Recommended funding: \$434.97 (full funding.)**

Summary: The project would add an additional table and 2 chairs to the school library that are sized for Kindergarten and 1st grade children. The number of classes has started to increase, resulting in more

younger students who do not fit in school furniture designed for the majority of children in the school. There are about 216 students in these grades now.

Strengths: These tables and chairs for younger students are frequently used when they use the library. Some of these tables and chairs already are being used and the children feel more comfortable and are happy with them. Sometimes children get into arguments about sitting in the chairs since there are not enough of them, so these additional tables and chairs will help the situation greatly.

Weaknesses: None.

4) Spelling Bee Club and Contest. DKFIS. Recommended funding: \$0 (no funding.)

Summary: The Spelling Bee Club primarily serves 6th – 8th graders who wish to compete in the Regional Spelling Bee in March. Younger children who wish to participate in the weekly club may join but cannot participate in the Regional Bee. The grant proposal requests money to pay for the Regional Bee registration, dictionaries, prizes for a school-based Spelling Bee and office supplies for the club.

Strengths: Spelling Bees encourage focus and perseverance in students. They also provide practice in public speaking and enhance vocabulary. The grant would provide supplies and prizes to boost participation in the Spelling Club.

Weaknesses: The majority of the funds would provide benefit to only a few students. The registration and prizes would only benefit the winners. In addition, the grant requests significant funds for office supplies, something ACE's guidelines do not allow. The committee felt other proposals provided a broader benefit.

5) ERHS Student Newspaper, The Raider Review. ERHS. Recommended funding: \$500 (full funding.)

Summary: The proposal requests funding to publish 4 quarterly paper copies of the ERHS student newspaper in addition to the on-line edition. They also request money to purchase a camera that would be used to take photographs for the newspaper.

Strengths: Paper journalism and web journalism have important differences, especially in layout and design; publishing both would give the students experience with both formats. A paper copy also gives the students a tangible product to include in college applications.

Weaknesses: The total budget required, \$3100, is well beyond the scope of the ACE grant program. The proposal mentions fundraisers and advertising as additional sources of revenue, but additional detail would have made the proposal stronger.

6) Pep Band Uniforms. ERHS. Recommended funding: \$500 (full funding.)

Summary: The Eleanor Roosevelt HS Music Department is under new leadership as it pertains to the band program. The school has several musical groups, but the Pep Band is a new initiative which is supported by the principal. This proposal will help provide funding toward jackets which are rain and wind resistant. The students will purchase the complementing pants at an additional cost. The goal is to support the athletic programs and look like a true performing group at various competitions and games.

Strengths: The jackets will last for many years to come and will help the pep band achieve the professional look that will represent their school well. The students and staff are excited about the addition to the music department.

Weaknesses: The total budget required is much higher than this grant; the music department will have to be sincere and devoted to fundraising the additional funds.

7) The Cultural Exchange with Yokohama Suiran HS. ERHS. Recommended Funding: \$0 (no funding)

Summary: The proposal would fund a one-day bus trip into Washington, DC for Japanese exchange students plus the ERHS Japanese Honor Society students.

Strengths: The idea of taking Japanese exchange students to see our Nation's Capital is a good one.

Weaknesses: The field trip would include 22 exchange students plus 50 ERHS students; 72 students with chaperones are too many for one bus, so it is not clear how the program could be carried out. There are many sights in DC; the proposal was not clear on the itinerary that would be followed.

8) Whiteboarding in the Physics Classroom. ERHS. Recommended funding: \$500 (full funding.)

Summary: The Eleanor Roosevelt High School physics department will purchase portable whiteboards that can be used by physics students for small-group projects and laboratory experiments. The whiteboards allow students to present ideas to each other and to the teachers. The ease of erasing the whiteboards allows corrections to be made real-time and encourages students to write information down to convey ideas or express uncertainty in their work. The whiteboards would remain in the physics classrooms and would be used in subsequent years. The whiteboards are for use by individual students in small groups, and thus differ from the whiteboards provided by PGCPs which are mounted on the walls.

Strengths: A pilot study performed by one of the physics teachers using chart paper instead of white boards has shown that allowing students to record their information in this manner has had a positive impact on their communication during problem solving. The practice of engaging in whiteboard discussions is common in physics, engineering, and other STEM fields as a way to promote effective communication.

Weaknesses: None.

9) Art Supplies - Clay and Painting Supplies for 3-Dimensional Art. GES. Recommended funding: \$0 (no funding.)

Summary: The Art Department asked for a \$500 grant to purchase supplies for painting and three dimensional art. The funds would be used to purchase 15 paint sets and enough clay for all art classes. One class consists of 25-30 students and each class meets once per week. The entire school population of about 500 students would benefit.

Strengths: These supplies help provide a well-rounded arts curriculum so students may use their full creative capacity during their elementary school experience.

Weaknesses: The funds requested would provide enough clay for only a single class. The benefit to additional students was not clear in the proposal.

10) Books! The Magic is Real. GES. Recommended funding: \$0 (no funding.)

Summary: Funds are sought for two performances of “Books-the Magic is Real” by Joe Romano. The performances involve magic in telling the stories from such books as the Harry Potter series. Story endings are withheld to motivate students to read the books.

Strengths: All students at the school would be able to attend one of the two performances.

Weaknesses: ACE has supported this program for the last two years. Although the committee understands that the program is beneficial and that the children very much enjoy it, ACE grants are not meant as a permanent funding source. The committee felt new projects should preferentially receive funding.

11) Drawing Journals for Life Science. GES. Recommended funding: \$500 (full funding.)

Summary: The 3rd grade classes will learn how to document various life cycles within nature. Plants will be the main focus. The goal is to infuse scientific observation with graphic documentation. The project will take a total of 3 visits from an outside artist. The first visit will be creating their journals, labeling and planting seeds. The second and third visits will focus on drawing and observing what grows and maintaining the plants.

Strengths: The students will learn the connections between science and art, develop critical and analytical skills, use self-expression through drawing and gain more confidence in problem solving and using science in real life situations. The additional cost of this project will be covered by a donation from the Family Art Fund, and the proposal included a letter for support from GAVA.

Weaknesses: None.

12) Exploring STEM through Dance. GES. Recommended funding: \$0 (no funding.)

Summary: This grant would fund an artist-in-residence for a 3rd grade class to learn about science through dance and movement.

Strengths: Dance is a good way to demonstrate physics concepts. Some students learn well through kinesthetics. The program would be part of the Arts Integration initiative at GES.

Weaknesses: The proposal is expensive: \$2500, and only the ACE grant and an additional \$500 has been identified. Additional grants would be needed for the remaining \$1500. The program would benefit only a single class at the school of 25 students. The specific artist-in-residence was not identified in the proposal and the program was not described in sufficient detail.

13) Greenbelt Readers Engaging and Achieving Together. GES. Recommended funding: \$0 (no funding)

Summary: GREAT is a twice a week peer tutoring program.

Strengths: Peer tutoring is a good way to both help students who lag in reading fluency and build confidence in the older tutors.

Weaknesses: The money requested would provide benefit for only 22 students. The budget items were only loosely connected to the strengths of the peer tutoring program, and some of the items in the budget are office supplies, which are not fundable by this grant program.

14) Opera Kids. GES. Recommended funding: \$0 (No funding.)

Summary: As part of an arts integration effort, Greenbelt Elementary School would invite an artist to bring the Opera Kids program to the school for a 5-day residency. The program would be aimed primarily at the first-grade students, although all grades would participate in an assembly. The program would allow the students to connect literature to musical performances.

Strengths: The proposed program would introduce students to opera, music, art, and theater. Teachers would receive instruction and coaching in incorporating aspects of this art into the curriculum.

Weaknesses: The budget lacks a letter from Ms. Lewis regarding her commitment to the program. Additional funds would be required from the PTA, but the proposal does not include an acknowledgement from the PTA that they intend to fund part of the program as well. The ACE Committee notes that the proposed program would be held in the late spring of 2017, and recommends that the school consider resubmitting the proposal for next year's grant program.

15) Promoting Literacy. GES. No recommended funding: \$0

Summary: The project would allow struggling students to showcase their reading abilities and make reading literacy more exciting and engaging. Students in all grade levels Pre-K thru 5th grade could benefit. Events would be offered monthly. Funds would be used to buy art materials to make projects based on poems and stories the students read, then they could create an art piece that shows their interpretation of what they read, then display their art and speak about it.

Strengths: This project could offer a different and creative approach to the learning opportunities using art as another path to reading literacy.

Weaknesses: It was not clear what form the monthly events would take, or what those would be. The connection between the items to be purchased and the literacy activities was unclear. The budget did not include amounts to be spent on the various items.

16) Puppets and Poetry. GES. Recommended funding \$405.00 (full funding.)

Summary: Second graders at GES will write a poem on the theme of animals or spring and will create a puppet character to perform their poem in front of the class. Funds will pay for three one-hour sessions in each of four classrooms so puppeteer and artist Ingrid Hass can help the children create their puppets and coach them in presentation skills.

Strengths: The project ties directly into the second grade curriculum and provides the students with a fun alternative for presentation of their work. Children will learn some basic puppet and presentation skills and work on writing and public speaking. The use of puppets often helps shyer students be more confident in their presentation skills.

Weaknesses: None.

17) Technology for Music. GES. Recommended funding: \$0 (no funding.)

Summary: The vocal/general music teacher has requested funding for a projector to be mounted in his room to pair with the SMART board which is actively being used. The projector being mounted would be a solution for students who bump the cart with projector set up, or for those who may trip on cords.

Strengths: The projector would be out of the way of students and would allow for uninterrupted teaching, as it would not have to be repositioned as often.

Weaknesses: This proposal is a request to purchase a replacement for the projector that had been provided by PGCPs with the SMART board. Although it might be more convenient to have a mounted projector, that did not seem to provide enough benefit to justify the grant.

18) Using Board Games to Enhance Literacy. GES. Recommended funding \$500 (full funding.)

Summary: This grant would be used to purchase a selection of board games for use by all the 4th grade students at the school. The games would be used as an activity to teach literacy objectives such as spelling, reading and following directions, problem solving, deductive reasoning, vocabulary, effective communication and teamwork.

Strengths: The proposal includes a detailed budget and ties each game selected to an element in the curriculum.

Weaknesses: None

19) Craft Business Community Partnership with Voices for Liberty. GMS. Recommended funding: \$462.50 (full funding)

Summary: 25 students will attend a presentation by a local entrepreneur, and will create silk flowers in pots so they can learn what it takes to start and operate a business.

Strengths: This grant proposal is unique in that it encourages the development of skills and knowledge that are not usually addressed in middle school. This program will benefit those students who may have interest in business careers. The budget is for materials only; the instructor is a volunteer.

Weaknesses: It was not clear how the participating students would be chosen.

20) Field Trip to the National Museum of Natural History. GMS. Recommended funding: \$500

Summary: The English Language Learner (ELL) students at Greenbelt Middle School would take a field trip to the National Museum of Natural History. They would be able to explore a variety of cultures that are exhibited in the museum. The students would also have the opportunity to watch an IMAX movie on dinosaurs.

Strengths: ELL students come from many countries around the world, and this would be an opportunity for them to visit one of the country's premier science museums. Approximately half of the ELL students

in the school would be able to go on the field trip. The budget is realistic: students will need to pay a nominal amount to cover additional costs and to pay for the IMAX ticket.

Weaknesses: None.

21) Robotics Club. GMS. Recommended funding \$500 (full funding.)

Summary: This application for the ACE Grant is to purchase five calculator-controlled robots that use the Texas Instrument TI-84 graphing and programmable (BASIC) calculators. Students will program robots using the TI-84 calculators. Each robot costs \$99.95; the school already has the calculators. The intent of the club is to enhance STEM integration (Science, Technology Engineering and Mathematics) into the curriculum of the students.

Strengths: First, reinforce team work and cooperation among the students in the club, and secondly, teach engineering practices and programming with the aid of robots. The grant funds will replace older LEGO Mindstorm sets that are now obsolete and cannot be programmed. The students will be able to program robots to perform various tasks. Programming the robots will challenge the students to make sense of problems and persevere in solving them. Also, with the addition of these robots, the Robotic Club will draw more students to participate.

Weaknesses: None.

22) Guest Band Clinicians. GMS. Recommended funding \$500.00 (full funding.)

Summary: This grant will provide funds to bring in two guest band clinicians to work with GMS band students. The clinicians will be chosen from band directors in surrounding counties who have consistently superior ensembles.

Strengths: Students will get to work with an experienced conductor and gain a new perspective on performance and fundamentals. The experience will benefit students as they prepare for PGPCS county ensemble assessments.

Weaknesses: None.

23) Medieval Times Educational Show. GMS. Recommended funding: \$0 (no funding.)

Summary: Funds were requested for a Medieval Times Educational Show. The target group of students is from the ESOL population. The students would see a performance lasting about 2.5 hours. The goal of this project is to get the students interested in history and build academic knowledge. The teacher would be applying for a grant to help off-set transportation costs.

Strengths: Students of all proficiency levels are being included as well as all grade levels (6-8).

Weaknesses: There was insufficient description of the Medieval Times program itself. The total budget is high and there would be a significant cost to the students even with this grant.

24) National Ford's Theatre Oratory at GMS. GMS. Recommended funding: \$500 (full funding.)

Summary: This grant would support the National Ford's Theatre Oratory program at GMS. The after-school program will include a variety of activities in public speaking, poetry, acting and historical study. From the program, two students will be chosen to participate in a 4-day residential program at the Ford's Theatre in DC, and there will be additional local opportunities for the other participating students. The students will also study speeches by historical figures including Abraham Lincoln and Frederick Douglass.

Strengths: The program will be under the direction of the Ford's Theatre, which contributes material and other resources.

Weaknesses: Only 2 students will be able to participate in the program at Ford's Theatre. This proposal is recommended for approval on the strength of the additional opportunities for other participating students.

25) National History Day Wood Frame Exhibit Boards. GMS. Recommended funding: \$500 (full funding)

Summary: This grant would purchase sturdy wood frames that would enable 30 teams of 5 students each to mount and enter their National History Day projects into the competition. The boards are reusable in future years.

Strengths: Participation in National History Day has been proven to improve skills in research, teamwork, and presentation. The requested boards will be sturdy enough to last for several years. The wooden boards are standard for the National History Day organization, and thus would allow GMS to compete on an equal basis with other schools.

Weaknesses: None.

26) Birdhouse Project. SHLES. Recommended funding: \$154.35 (full funding).

Summary: The 11 students in the Talented and Gifted (TAG) program at Spring Hill Lake Elementary School will receive a kit to build a birdhouse. From this they will learn aspects of design and construction. Once the birdhouses are built, the TAG students will paint the birdhouses together with students from the special education program. They will work together to decide on the color and to hang the birdhouses in the courtyard. Students in the special education program will refill the birdhouses with seed.

Strengths: The effort will bring together students from two disparate programs at the school. All participating students will benefit from the activity, and the cooperation between the two groups will help build bridges among the students. Once the birdhouses are hanging up, birds will be attracted to the food, offering opportunities for nature studies for all students at the school. The budget for this program is quite modest.

Weaknesses: None.

27) Eagles Nest: SHLES. No recommended funding: \$0.

Summary: This project would create an Eagle's Nest Club, which would be comprised of all 870 students in grades K-5 who demonstrate proficient or advanced reading comprehension scores at their grade

level by the end of school year. Requested funds would be used to purchase eagle lapel pins that students can wear to indicate their reading proficiency level.

Strengths: The program is a way of rewarding students for scoring well on the tests.

Weaknesses: The actual benefit to the students themselves is small, and does not enhance the learning environment.

28) Hands on Learning. SHLES. Recommended funding \$500.00 (full funding.)

Summary: Funds from this grant will be used to purchase small group instruction and learning center materials for first graders. The centers can be used by students independently while the teacher provides intensive instruction to individuals or small groups. The centers will help develop both reading and math fundamentals.

Strengths: The materials will provide a wide variety of activities. They are durable and should last for many years. Hands on learning is the best way to develop and strengthen critical skills.

Weaknesses: Materials will be used only in a single classroom.

29) Learn to Ride Bikes. SHLES. Recommended funding: \$500 (full funding.)

Summary: The physical education teacher is requesting funding to begin an afternoon program to help 3rd, 4th and 5th graders learn to ride bicycles. The idea came about from a teacher who shared that one of her students was made fun of for not knowing how to ride a bike without training wheels. Due to the high number of students who come from households where the parents work long hours, there is a need for such a program. If the beginners program is successful, there is the possibility of holding intermediate riding sessions.

Strengths: As many of the students in this program come from low-income families, this will be a unique experience for them. This type of activity helps students learn that they can succeed at difficult tasks and gain self-confidence both in and out of school.

Weaknesses: The reviewers noted that some type of protective hair/head covering should be used underneath the helmets for health reasons if multiple students are practicing with the same helmets.

30) Physical Activity Equipment. SHLES. Recommended Funding: \$500 (full funding.)

Summary: The grant will provide equipment to be used during recess, including soccer balls, basketballs, jump ropes and storage. There would be enough for all grades, and the equipment will be color coded to the grades for identification.

Strengths: The proposal has a detailed budget listing the specific equipment to be purchased. Every student in the school will have the opportunity to benefit during recess.

Weaknesses: None.

31) Reading is the Key to Success: Read Naturally Encore 2012. SHLES. Recommended funding: \$500 (full funding.)

Summary: Read Naturally, which has been in existence for over 21 years, is a supplemental intervention program designed to assist students in improving fluency, vocabulary and reading comprehension.

Strengths: The program includes motivating lessons, audio support, and monitoring of student progress. This will be of great benefit to the Special Education, English Language Learner, and Title 1 students in this school.

Weaknesses: None noted.

32) Testing Incentives. SHLES. Recommended funding: \$277.40 (full funding.)

Summary: Spring Hill Lake Elementary School will provide motivational stickers and pencils to all students in preparation for the PARCC and Scholastic Reading Inventory standardized tests that are given in the spring. The stickers serve as reminders the day before the test to help parents and students understand the importance of coming prepared for the test the following day, with a good night's rest and breakfast in the morning. The pencils are used for the test itself and include a motivational message to encourage the students to do the best they can on the tests.

Strengths: SHLES includes a sizable population of students from outside the country who may be unfamiliar with the standardized testing and its importance to the school and the students. The stickers will help make sure the students are prepared for the test. Motivational messages have been shown to be effective in helping students perform well on these types of tests and pencils are generally appreciated by the students. The budget is relatively modest and the program will reach all the students in the school.

Weaknesses: None.

33) Trampolines for Special Needs Students. SHLES. Recommended funding: \$500 (full funding.)

Summary: This grant request is for trampolines to be used by students with a high degree of special learning life skills. They will be placed in five Community Referenced Instruction (CRI) classrooms and the gym. Teachers work with students on the trampoline when each student needs it. Students are shown how to safely use the trampoline, what kind of exercises to use and focus on strengthening muscle tone and endurance. The trampolines will be used by 55 CRI students and 108 other special education students (163 out of 876 total enrollment).

Strengths: This proposal well documents the need for new trampolines and satisfies all criteria for the grant. With trampolines in classrooms, students can exercise while they are learning. Studies show active bodies equal active minds. The equipment is aimed at students with particular physical needs to be met and will be used by the adapted physical education teacher.

Weaknesses: None.

RECOMMENDATION: This is the seventh year that ACE has solicited grant proposals. The ACE grants to schools program has been highly successful. The final grant reports received from the schools document the positive impact on education in Greenbelt that the program has had. The continued interest of the schools and the creativity of the proposed projects are a testament to the success of the program.

In this report, ACE recommends that the City Council approve funding for 21 proposals, totaling \$9,669.25 with the following distribution per school:

School	Submitted	Recommended	Proposed	Recommended
GMS	7	6	\$ 3,462.50	\$ 2,962.50
SHLES	8	7	\$ 3,351.75	\$ 2,931.75
DKFIS	4	2	\$ 1,723.10	\$ 870.00
ERHS	4	3	\$ 2,000.00	\$ 1,500.00
GES	10	3	\$ 5,630.00	\$ 1,405.00
Total	33	21	\$ 16,167.35	\$ 9,669.25

This year ACE budgeted \$9500 for ACE grants. ACE proposes to re-direct an additional \$169.25 into the grants program from other funds within the ACE budget.

ACE is satisfied with the recommendations this year that fit within the budget, and the committee is not requesting an increase in the grant budget at this time. However, the committee noted that if additional funding had been available, they would have recommended funding for the following grants:

7	ERHS	The Cultural Exchange with Yokohama Suiran HS
9	GES	Art Supplies - Clay and Painting Supplies for 3d Art
12	GES	Exploring STEM Through Dance
13	GES	Greenbelt Readers Engaging & Achieving Together (Partial funding.)
14	GES	Opera Kids

Approved by ACE on 12/8/15 with a vote of 6-0 with two members absent and one vacancy on the committee.

Introduced:
1st Reading:
Passed:
Posted:
Effective:

ORDINANCE NUMBER XXXX

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GREENBELT, MARYLAND AUTHORIZING THE ACQUISITION BY NEGOTIATED PURCHASE OF CERTAIN REAL PROPERTY KNOWN AS 10-A CRESCENT ROAD, GREENBELT, MARYLAND WHICH IS NEEDED FOR A PUBLIC PURPOSE, NAMELY A MUSEUM, FOR TWO HUNDRED THOUSAND DOLLARS (\$200,000) PLUS RELATED COSTS

WHEREAS, the Council of the City of Greenbelt, Maryland (“the City”), pursuant to the authority conferred by Md. Local Government Code Ann. §5-204 “Legislative authority -- General powers of municipalities”, is empowered to acquire by conveyance or purchase any real or leasehold property needed for a public use; and

WHEREAS, §3 “Powers” of the Charter of the City of Greenbelt authorizes the City Council to acquire real, personal or mixed property for any public purpose; and to acquire by conveyance, purchase, condemnation or otherwise real, personal, or mixed property needed for any public purpose, in fee simple, lease or leasehold interest or estate or any other interest or estate; and to own, hold, manage or control, and to sell, lease, exchange, transfer, assign, mortgage, pledge, or dispose of any such real, personal, or mixed property or any interest therein as the interest of the city may require; to take by gift, grant, bequest, or devise and to hold real, personal or mixed property absolutely or in trust for parks or gardens, or for any public use upon such terms and conditions as may be prescribed by the grantor or donor, and accepted by the city; to provide for the proper administration of the same; and

WHEREAS, City Code, Chapter 6 “City-Operated Facilities”, Article III “Greenbelt Museum,” addresses the establishment and operation of a Greenbelt museum for the purpose of commemorating the history of the City of Greenbelt, its establishment as a model planned community, the citizens who contributed to the City, the life and times of the residents of Greenbelt, and for the exhibit and display of artifacts and memorabilia related thereto; and

WHEREAS, the Council is required to designate a building to be used as a museum and to provide for the operation of the museum; and

WHEREAS, the Greenbelt Museum is currently located at 10-B Crescent Road, Greenbelt, Maryland; and

WHEREAS, the property immediately adjacent to the Greenbelt Museum, 10-A Crescent Road, Greenbelt, Maryland, is available for purchase; and

WHEREAS, the Council of the City of Greenbelt deems it to be in the best interests of the City of Greenbelt to acquire certain real property located within the City known as 10-A Crescent Road (the "Property") for a museum, which the City Council of Greenbelt deem to be a public purpose; and

WHEREAS, the Property is presently owned by the Estate of Thomas R. Dwyer; and

WHEREAS, having received an appraisal, the City Council deems the Property to have substantial value to the City so as to justify the purchase of the Property from the Estate of Thomas R. Dwyer in the amount of \$200,000; and

WHEREAS, the City Council finds that it is in the best interest of the public and the City of Greenbelt to acquire the Property and to authorize the Mayor to submit a contract for the acquisition of the Property to the Estate of Thomas R. Dwyer in the amount of \$200,000, and to authorize the City Manager to sign and execute any additional documents necessary to effectuate the acquisition of the Property, should the City's Contract be accepted. NOW, THEREFORE,

BE IT ORDAINED by the Council of the City of Greenbelt, Maryland that:

1. The acquisition of the property known as 10-A Crescent Road, Greenbelt, Maryland for the purpose of a potential museum, which purpose is deemed a public purpose, is hereby approved; and
2. The Mayor is authorized to sign and execute a contract of sale for the Property in the amount of \$200,000 plus related costs which contract shall be in substantially the same form as that attached hereto as Exhibit A; and
3. The City Manager is authorized to sign and execute any additional documents that are necessary to effectuate the acquisition of the Property, should the City's contract be accepted.

Passed by the Council of the City of Greenbelt, Maryland, at its regular meeting of January 25, 2016.

Emmett V. Jordan, Mayor

ATTEST:

Cindy Murray, City Clerk



RESIDENTIAL CONTRACT OF SALE

This is a Legally Binding Contract; If Not Understood, Seek Competent Legal Advice. THIS FORM IS DESIGNED AND INTENDED FOR THE SALE AND PURCHASE OF IMPROVED SINGLE FAMILY RESIDENTIAL REAL ESTATE LOCATED IN MARYLAND ONLY. FOR OTHER TYPES OF PROPERTY INCLUDE APPROPRIATE ADDENDA.

TIME IS OF THE ESSENCE. Time is of the essence of this Contract. The failure of Seller or Buyer to perform any act as provided in this Contract by a prescribed date or within a prescribed time period shall be a default under this Contract and the non-defaulting party, upon written notice to the defaulting party, may declare this Contract null and void and of no further legal force and effect. In such event, all Deposit(s) shall be disbursed in accordance with Paragraph 19 of this Contract.

- 1. **DATE OF OFFER:** December, 2015.
- 2. **SELLER:** The Estate of Thomas R. Dwyer
- 3. **BUYER:** The City of Greenbelt, Maryland
- 4. **PROPERTY:** Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 10-A Crescent Road located in the City of Greenbelt Prince George's City/County, Maryland, Zip 20770, together with the improvements thereon, and all rights and appurtenances thereto belonging.
- 5. **ESTATE:** The Property is being conveyed: in fee simple or subject to an annual ground rent, now existing or to be created, in the amount of N/A Dollars (\$ _____) payable semi-annually, as now or to be recorded among the Land Records of _____ City/County, Maryland.
- 6. **PURCHASE PRICE:** The purchase price is Two Hundred Thousand and NO/100 Dollars (\$ 200,000.00).
- 7. **PAYMENT TERMS:** The payment of the purchase price shall be made by Buyer as follows:
 - (a) An initial Deposit by way of wiring funds in the amount of Five Thousand and NO/100 Dollars (\$ 5,000.00) at the time of this offer.
 - (b) An additional Deposit by way of N/A in the amount of N/A Dollars (\$ _____) to be paid within N/A (_____) days from the Date of Contract Acceptance.
 - (c) All Deposits will be held in escrow by: Seller (If not a Maryland licensed real estate broker, the parties may execute a separate escrow deposit agreement.)
 - (d) The purchase price less any and all Deposits shall be paid in full by Buyer in cash, wired funds, bank check, certified check or other payment acceptable to the settlement officer at settlement Seller
 - (e) Buyer and Seller instruct broker named in paragraph (c) above to place the Deposits in: **(Check One)**
 - A non-interest bearing account;
 - OR An interest bearing account, the interest on which, in absence of default by Buyer, shall accrue to the benefit of Buyer. Broker may charge a fee for establishing an interest bearing account.
- 8. **SETTLEMENT:** Date of Settlement 2-28-16 or sooner if agreed to in writing by the parties.
- 9. **FINANCING:** Buyer's obligation to purchase the Property is contingent upon Buyer obtaining a written commitment for a loan secured by the Property as follows:

<p>(Check) <input checked="" type="checkbox"/> Conventional Loan as follows:</p> <p>Loan Amount \$ <u>195,000</u></p> <p>Term of Note <u>30</u> Years</p> <p>Amortization _____ Years</p> <p>Interest Rate <u>4.25</u> %</p> <p>Loan Program _____</p> <p>Loan Origination/Discount Fees (as a % of loan amount):</p> <p>Buyer agrees to pay _____ %;</p> <p>Seller agrees to pay <u>0</u> %.</p> <p>Buyer shall receive the benefit of any reduction in fees.</p>	<p><input type="checkbox"/> FHA Financing Addendum</p> <p><input type="checkbox"/> Gift of Funds Contingency Addendum</p> <p><input type="checkbox"/> Owner Financing Addendum</p> <p><input type="checkbox"/> VA Financing Addendum</p> <p><input type="checkbox"/> Assumption Addendum</p> <p><input type="checkbox"/> OTHER: _____</p> <p><input type="checkbox"/> No Financing Contingency</p>
--	--



10. **FINANCING APPLICATION AND COMMITMENT:** Buyer agrees to make a written application for the financing as herein described within fifteen (15) days from the Date of Contract Acceptance. If such written financing commitment is not obtained by Buyer within thirty (30) days from the Date of Contract Acceptance: (1) Seller, at Seller's election and upon written notice to Buyer, may declare this Contract null and void and of no further legal effect; or (2) Buyer, upon written notice to Seller, which shall include written evidence from the lender of Buyer's inability to obtain financing as provided in Paragraph 9 of this Contract, may declare this Contract null and void and of no further legal effect. In either case, the deposit shall be disbursed in accordance with the Deposit paragraph of this Contract. If Buyer has complied with all of Buyer's obligations under this Contract, including those with respect to applying for financing and seeking to obtain financing, then the Release of Deposit agreement shall provide that the deposit shall be returned to Buyer.

11. **ALTERNATE FINANCING:** Provided Buyer timely and diligently pursues the financing described in Paragraph 9 "Financing"; Paragraph 10 "Financing Application and Commitment"; and the provisions of Paragraph 28 "Buyer Responsibility", Buyer, at Buyer's election, may also apply for alternate financing. If Buyer, at Buyer's sole option, obtains a written commitment for financing in which the loan amount, term of note, amortization period, interest rate, down payment or loan program differ from the financing as described in Paragraph 9, or any addendum to this Contract, the provision of Paragraph 10 or any addendum to this Contract shall be deemed to have been fully satisfied. Such alternate financing may not increase costs to Seller or exceed the time allowed to secure the financing commitment as provided in Paragraph 10, or any addendum to this Contract.

12. **HOME AND/OR ENVIRONMENTAL INSPECTION:** Buyer acknowledges, subject to Seller acceptance, that Buyer is afforded the opportunity, at Buyer's sole cost and expense, to condition Buyer's purchase of the Property upon a Home Inspection and/or Environmental Inspection in order to ascertain the physical condition of the Property or the existence of environmental hazards. If Buyer desires a Home Inspection and/or Environmental Inspection contingency, such contingency must be included in an addendum to this Contract. Buyer and Seller acknowledge that Brokers, agents or subagents are not responsible for the existence or discovery of property defects.

Inspection(s) Addenda Attached	Inspection(s) Declined
Buyer _____	Buyer _____
Buyer _____	Buyer _____

13. **INCLUSIONS/EXCLUSIONS:** Included in the purchase price are all permanently attached fixtures, including all smoke detectors. Certain other now existing items which may be considered personal property, whether installed or stored upon the property, are included if box below is checked.

- | | | | |
|--|---|---|---|
| INCLUDED | INCLUDED | INCLUDED | INCLUDED |
| <input type="checkbox"/> Alarm System | <input checked="" type="checkbox"/> Exhaust Fan(s) # <u> Bathroom</u> | <input type="checkbox"/> Pool, Equip. & Cover | <input type="checkbox"/> Trash Compactor |
| <input type="checkbox"/> Built-in Microwave | <input checked="" type="checkbox"/> Exist. W/W Carpet <u> 4 Fl</u> | <input checked="" type="checkbox"/> Refrigerator(s) # <u> 1</u> | <input type="checkbox"/> Wall Oven(s) # _____ |
| <input checked="" type="checkbox"/> Ceiling Fan(s) # _____ | <input type="checkbox"/> Fireplace Screen/Doors | <input type="checkbox"/> w/ice maker _____ | <input type="checkbox"/> Water Filter |
| <input type="checkbox"/> Central Vacuum | <input type="checkbox"/> Freezer | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Water Softener |
| <input checked="" type="checkbox"/> Clothes Dryer | <input type="checkbox"/> Furnace Humidifier | <input checked="" type="checkbox"/> Screens | <input type="checkbox"/> Window A/C Unit(s) |
| <input checked="" type="checkbox"/> Clothes Washer | <input type="checkbox"/> Garage Opener(s) # _____ | <input checked="" type="checkbox"/> Shades/Blinds | # _____ |
| <input type="checkbox"/> Cooktop | <input type="checkbox"/> w/remote(s) # _____ | <input type="checkbox"/> Storage Shed(s) # _____ | <input type="checkbox"/> Window Fan(s) |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Garbage Disposer | <input checked="" type="checkbox"/> Storm Doors | # _____ |
| <input type="checkbox"/> Drapery/Curtain Rods | <input type="checkbox"/> Hot Tub, Equip. & Cover | <input checked="" type="checkbox"/> Storm Windows | <input type="checkbox"/> Wood Stove |
| <input type="checkbox"/> Draperies/Curtains | <input type="checkbox"/> Intercom | <input checked="" type="checkbox"/> Stove or Range | |
| <input type="checkbox"/> Electronic Air Filter | <input type="checkbox"/> Playground Equipment | <input type="checkbox"/> T.V. Antenna | |

ADDITIONAL INCLUSIONS (SPECIFY): Addition - bathroom 1 floor - Sunroom

ADDITIONAL EXCLUSIONS (SPECIFY): _____

14. **AGRICULTURALLY ASSESSED PROPERTY:** The Property, or any portion thereof, may be subject to an Agricultural Land Transfer Tax as imposed by Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland, by reason of the Property's having been assessed on the basis of agricultural use. Agricultural taxes assessed as a result of this transfer shall be paid by N/A

15. **FOREST CONSERVATION AND MANAGEMENT PROGRAM:** Buyer is hereby notified that this transfer may be subject to the Forest Conservation and Management Program imposed by Section 8-211 of the Tax-Property Article, Annotated Code of Maryland. Forest Conservation and Management program taxes assessed as a result of this transfer shall be paid by the N/A



Buyer _____ / _____

Seller _____ / _____



16. LEAD-BASED PAINT:

A. FEDERAL LEAD-BASED PAINT LAW: Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Act), requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A Seller of pre-1978 housing is required to disclose to Buyer, based upon Seller's actual knowledge, all known lead-based paint hazards in the Property and provide Buyer with any available reports in the Seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. Seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by Buyer, Seller is required to provide Buyer with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead- Based Paint and Lead-Based Paint Hazards" form. **Seller is required under the Act to provide Buyer with a ten (10) day time period (or other mutually agreeable time period) for Buyer, at Buyer's expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless Buyer waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. Notwithstanding the right of the Buyer under the Act to conduct a risk assessment inspection for presence of lead-based paint and/or lead-based paint hazards, Seller is not required by the Act to permit Buyer, and Buyer shall have no right, to rescind this Contract based upon the results of such inspection, even if the inspection reveals the presence of lead-based paint and/or lead-based paint hazards within the Property, unless otherwise provided in a written addendum to this Contract. (If applicable, see Lead-Based Paint Hazard Inspection Addendum.) Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement. A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.**

Seller represents and warrants to Buyer, Broker(s), Broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that the property:

(Seller to initial applicable line): _____ _____ was constructed prior to 1978
OR _____ was not constructed prior to 1978
OR _____ the date of construction is uncertain.

If the Property was constructed prior to 1978 or if the date of construction is uncertain, as indicated by Seller's initial above, Buyer and Seller mutually agree that the requirements of the Act shall apply to the sale of the Property. Buyer and Seller acknowledge that the real estate brokers and salespersons involved in the sale of the Property have no duty to ascertain or verify the date of construction and assume no such duty or responsibility. Buyer and Seller agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Act have been complied with prior to the execution of this Contract by Buyer and Seller. Buyer and Seller represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act be complied with as an express condition of the formation of a binding and enforceable contract by and between the parties. Buyer and Seller acknowledge by their respective initials below that they have read and understand the provisions of this paragraph.

_____ (BUYER) _____ (BUYER) _____ (SELLER) _____ (SELLER)

B. MARYLAND LEAD POISONING PREVENTION PROGRAM: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any residential dwelling constructed prior to 1950 which is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). Any residential dwelling constructed between 1950 and 1978, which is leased for residential purposes, may be registered with the MDE at the election of the owner.

Seller hereby discloses that the property:

- 1. (Seller to initial applicable line) _____ is currently registered in the Maryland Program
 _____ is NOT currently registered in the Maryland Program

If the Property was constructed prior to 1950 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer shall be required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer shall be responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants as well as the requirements of qualified offers.

Buyer acknowledges by Buyer's initials below that Buyer has read and understands the provisions of this paragraph.

_____ (BUYER) _____ (BUYER)

2. If the Property is already registered under the Maryland Program as indicated in Paragraph 16.B.1., Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (*Seller to initial applicable line*) _____ has; or _____ has not occurred which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred which obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows: _____

If such event has occurred, Seller (*Seller to initial applicable line*) _____ will, or _____ will not perform the required treatment prior to transfer of title of the Property to Buyer.

Buyer acknowledges by Buyer's initials below that Buyer has read and understands the provisions of this paragraph.

_____ (BUYER) _____ (BUYER)

17. ADDENDA: The Addenda checked below, which are hereby attached, are made a part of this Contract:

- Affiliated Business Disclosure Notice
- Cash/Conventional Financing Appraisal Contingency
- Condominium Resale Notice
- Conservation Easement
- Disclosure of Licensee Status
- First-Time Maryland Home Buyer Transfer & Recordation Tax
- Homeowners Association Notice - *Cooperative Notice, if any*
- Kickout
- Lead-Based Paint Hazard Inspection
- Lead-Based Paint and Lead-Based Hazards Disclosure of Information
- Local City/County Certifications/Registrations
- Local City/County Notices/Disclosure
- Maryland Non-Resident Seller Transfer Withholding Tax
- Notice to Buyer and Seller – Maryland Residential Real Property Disclosure/Disclaimer Act
- On-Site Sewage Disposal System Inspection
- Property Subject to Ground Rent
- Property Inspections
- Purchase Price Escalation
- Sale, Financing, Settlement or Lease of Other Real Estate
- Seller's Purchase of Another Property
- Third Party Approval
- Water Quality
- Buyer Contingency (Addendum #2)

Other Addenda/Special Conditions: Addendum #1 to Sales Contract Greenbelt Homes, INC. Property to be sold "as is."

18. TERMITE INSPECTION: Buyer, at Buyer's expense, (if VA, then at Seller's expense) is authorized to obtain a written report from a Maryland licensed pest control company that, based on a careful visual inspection, there is no evidence of termite or other wood-destroying insect infestation in the residence or within three (3) feet of the residence; and damage due to previous infestation has been repaired. The provisions of this paragraph also shall apply to: (1) the garage or within three (3) feet of the garage (whether attached or detached); (2) any outbuildings located within three feet of the residence or garage; and (3) a maximum of ten (10) linear feet of the nearest portion of a fence on Seller's Property within three feet of the residence or garage. If there is evidence of present infestation as described above, or if damage caused by present or prior infestation is discovered, Seller, at Seller's expense, shall repair any damage caused by present or prior infestation and have the present infestation treated by a licensed pest control company. If the cost of treatment and repair of such damage exceeds 2% of the purchase price, Seller may, at Seller's option, cancel this Contract, unless Buyer, at Buyer's option should choose to pay for the cost of treatment and repairs exceeding 2% of the purchase price, then this Contract shall remain in full force and effect. If such report reveals damage for which the cost of treatment and repair exceeds 2% of the purchase price, Seller's decision regarding treatment and repair of damage shall be communicated in writing to Buyer within five (5) days from receipt of the report, after which Buyer shall respond to Seller in writing with Buyer's decision within three (3) days from receipt of Seller's notification of Seller's decision. If Seller does not notify Buyer in writing of Seller's decision within five (5) days from receipt of report, Buyer may, at Buyer's option, pay for the cost of treatment and repairs exceeding 2% of the purchase price. If Buyer does not want to pay for the cost of treatment and repairs exceeding 2% of the purchase price, Buyer may terminate this Contract upon written notice delivered to Seller. In the event this Contract is terminated under the terms of this paragraph, the Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract.

Buyer _____ / _____

Seller _____ / _____

^{Seller}
19. DEPOSIT: If the Deposit is held by a ~~Broker~~ as specified in Paragraph 7(c) of this Contract, Buyer hereby authorizes and directs ~~Broker~~ to hold the Deposit instrument without negotiation or deposit until the parties have executed and accepted this Contract. Upon acceptance, the initial Deposit and ~~additional Deposits~~ (the "Deposit"), if any, shall be placed in escrow as provided in Paragraph 7(e) of this Contract and in accordance with the requirements of Section 17-502(b)(1) of the Business Occupations and Professions Article, Annotated Code of Maryland. If Seller does not execute and accept this Contract, the initial Deposit instrument shall be promptly returned to Buyer. The Deposit shall be disbursed at settlement. In the event this Contract shall be terminated or settlement does not occur, Buyer and Seller agree that the Deposit shall be disbursed by ~~Broker~~ Only in accordance with a Release of Deposit agreement executed by Buyer and Seller. In the event Buyer and/or Seller fail to complete the real estate transaction in accordance with the terms and conditions of this Contract, and either Buyer or Seller shall be unable or unwilling to execute a Release of Deposit agreement, Buyer and Seller hereby acknowledge and agree that ~~Broker~~ may distribute the Deposit in accordance with the provisions of Section 17-505(b) of the Business Occupations and Professions Article, Annotated Code of Maryland.

20. DEED AND TITLE: Upon payment of the purchase price, a deed for the Property containing covenants of special warranty and further assurances (except in the case of transfer by personal representative of an estate), shall be executed by Seller and shall convey the Property to Buyer. Title to the Property, including all chattels included in the purchase, shall be good and merchantable, free of liens and encumbrances except as specified herein; except for use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property. Buyer expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by Buyer. In the event Seller is unable to give good and merchantable title or such as can be insured by a Maryland licensed title insurer, with Buyer paying not more than the standard rate as filed with the Maryland Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, if Buyer is willing to accept title without said defect being cured, paying any special premium on behalf of Buyer to obtain title insurance on the Property to the benefit of Buyer. In the event Seller elects to cure any defects in title, this Contract shall continue to remain in full force and effect; and the date of settlement shall be extended for a period not to exceed fourteen (14) additional days. If Seller is unable to cure such title defect(s) and is unable to obtain a policy of title insurance on the Property to the benefit of Buyer from a Maryland licensed title insurer, Buyer shall have the option of taking such title as Seller can give, or terminating this Contract ~~and being reimbursed by Seller for cost of searching title as may have been incurred not to exceed 1/2 of 1% of the purchase price.~~ In the latter event, there shall be no further liability or obligation on either of the parties hereto; and this Contract shall become null and void; and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract. ~~In no event shall Broker(s) or their agent(s) have any liability for any defect in Seller's title.~~

21. CONDITION OF PROPERTY AND POSSESSION: At settlement, Seller shall deliver possession of the Property and shall deliver the Property vacant, clear of trash and debris, broom clean and in substantially the same condition as existed on the Date of Contract Acceptance. All electrical, heating, air conditioning, plumbing (including well and septic), and any other mechanical systems and related equipment, appliances and smoke detector(s) included in this Contract shall be in working condition. Buyer reserves the right to inspect the Property within five (5) days prior to settlement. **EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT, INCLUDING THIS PARAGRAPH, THE PROPERTY IS SOLD "AS IS"**. The obligations of Seller as provided in this paragraph shall be in addition to any Disclosure and Disclaimer Statement as required by Section 10-702, Real Property Article, Annotated Code of Maryland and any provision of any inspection contingency addendum made a part of this Contract.

22. ADJUSTMENTS: Ground rent, homeowner's association fees, rent and water rent shall be adjusted and apportioned as of date of settlement; and all taxes, general or special, and all other public or governmental charges or assessments against the Property which are or may be payable on a periodic basis, including Metropolitan District Sanitary Commission, Washington Suburban Sanitary Commission, or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, paving, or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto, are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of date of settlement if applicable by local law. Any heating or cooking fuels remaining in supply tank(s) at time of settlement shall become the property of Buyer.

Buyer _____ / _____

Page 5 of 11 10/07

Seller _____ / _____

23. SETTLEMENT COSTS: Buyer agrees to pay all settlement costs and charges including, but not limited to, all Lender's fees in connection herewith, including title examination and title insurance fees, loan insurance premiums, all document preparation and recording fees, notary fees, survey fees where required, and all recording charges, except those incident to clearing existing encumbrances or title defects, except if Buyer is a Veteran obtaining VA financing, those prohibited to be paid by a Veteran obtaining VA financing, which prohibited charges shall be paid by Seller.

24. TRANSFER CHARGES:

A. IN GENERAL. Section 14-104 of the Real Property Article, Annotated Code of Maryland provides that, unless otherwise negotiated in the contract or provided by State or local law, the cost of any recordation tax or any State or local Transfer Tax shall be shared equally between the Buyer and Seller.

B. FIRST-TIME BUYER. Under Section 14-104(c) of the Real Property Article, the entire amount of recordation and local transfer tax shall be paid by the Seller of property that is sold to a first-time Maryland homebuyer, unless there is an express agreement that the recordation tax or any state or local transfer tax will not be paid entirely by the Seller.

RECORDATION AND LOCAL TRANSFER TAX. If the Buyer is a first-time Maryland homebuyer, Buyer and Seller expressly agree, in accordance with Section 14-104(c) of the Real Property Article, Annotated Code of Maryland, that payment of recordation tax and local transfer tax shall be shared equally between the Buyer and Seller unless a "First-time Maryland Homebuyer Transfer and Recordation Tax Addendum" is attached, which contains a different express agreement.

STATE TRANSFER TAX: Under Section 13-203(b) of the Tax-Property Article, Annotated Code of Maryland, the amount of state transfer tax due on the sale of property to a first-time Maryland homebuyer is reduced from 0.50% to 0.25% and shall be paid entirely by the Seller. Buyer is hereby notified that to ensure receipt of the above reduction, Buyer should so indicate on Page 10 of this Contract and complete the required affidavit at settlement indicating that the Buyer is a first-time Maryland homebuyer.

~~**25. BROKER LIABILITY:** Brokers, their agents, subagents and employees do not assume any responsibility for the condition of the Property or for the performance of this Contract by any or all parties hereto. By signing this Contract, Buyer and Seller acknowledge that they have not relied on any representations made by Brokers, or any agents, subagents or employees of Brokers, except those representations expressly set forth in this Contract.~~

~~**26. BROKER'S FEE:** All parties irrevocably instruct the settlement officer to collect the fee or compensation and disburse same according to the terms and conditions provided in the listing agreement and/or agency representation agreement. Settlement shall not be a condition precedent to payment of compensation.~~

27. SELLER RESPONSIBILITY: Seller agrees to keep existing mortgages free of default until settlement. All violation notices or requirements noted or issued by any governmental authority, or actions in any court on account thereof, against or affecting the Property at the date of settlement of this Contract, shall be complied with by Seller and the Property conveyed free thereof. The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, whichever shall occur first, all or a substantial part of the Property is destroyed or damaged, without fault of Buyer, then this Contract, at the option of Buyer, upon written notice to Seller, shall be null and void and of no further effect, and the deposits shall be disbursed in accordance with the Deposit paragraph of this Contract.

28. BUYER RESPONSIBILITY: If Buyer has misrepresented Buyer's financial ability to consummate the purchase of the Property, or if this Contract is contingent upon Buyer securing a written commitment for financing and Buyer fails to apply for such financing within the time period herein specified, or fails to pursue financing diligently and in good faith, or if Buyer makes any misrepresentations in any document relating to financing, or takes (or fails to take) any action which causes Buyer's disqualification for financing, then Buyer shall be in default; and Seller may elect by written notice to Buyer, to terminate this Contract and/or pursue the remedies set forth under the Default paragraph of this Contract.

~~**29. HOMEOWNER'S ASSOCIATION:** The Property is not part of a development subject to the imposition of mandatory fees as defined by the Maryland Homeowner's Association Act, unless acknowledged by attached addendum.~~

30. GROUND RENT: If the Property is subject to ground rent and the ground rent is not timely paid, the ground lease holder (i.e., the person to whom the ground rent is payable) may bring an action under Section 8-402.3 of the Real Property Article, Annotated Code of Maryland. As a result of this action, a lien may be placed upon the property. If the Property is subject to ground rent, Sections 14-116 and 14-116.1 of the Real Property Article provide the purchaser, upon obtaining ownership of the Property, with certain rights and responsibilities relative to the ground rent. (If the Property is subject to ground rent: See Property Subject to Ground Rent Addendum.)

31. SALE/SETTLEMENT OR LEASE OF OTHER REAL ESTATE: Neither this Contract nor the granting of Buyer's loan referred to herein is to be conditioned or contingent in any manner upon the sale, settlement and/or lease of any other real estate unless a contingency for the sale, settlement and/or lease of other real estate is contained in an addendum to this Contract. Unless this Contract is expressly contingent upon the sale, settlement and/or lease of any other real estate, Buyer shall neither apply for nor accept a financing loan commitment which is contingent upon or requires as a pre-condition to funding that any other real estate be sold, settled and/or leased.

32. LEASES: Seller may neither negotiate new leases nor renew existing leases for the Property which extend beyond settlement or possession date without Buyer's written consent.

33. DEFAULT: Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of this Contract, the initial Deposit and additional Deposits (the "Deposit") may be retained by Seller as long as a Release of Deposit Agreement is signed and executed by all parties, expressing that said Deposit may be retained by Seller. In the event the parties do not agree to execute a Release of Deposit Agreement, Buyer and Seller shall have all legal and equitable remedies. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer shall be entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. ~~In the event of any litigation or dispute between Buyer and Seller concerning the release of the Deposit, Broker's sole responsibility may be met, at Broker's option, by paying the Deposit into the court in which such litigation is pending, or by paying the Deposit into the court of proper jurisdiction by an action of interpleader. Buyer and Seller agree that, upon Broker's payment of the Deposit into the court, neither Buyer nor Seller shall have any further right, claim, demand or action against Broker regarding the release of the Deposit; and Buyer and Seller, jointly and severally, shall indemnify and hold Broker harmless from any and all such rights, claims, demands or actions. In the event of such dispute and election by Broker to file an action of interpleader as herein provided, Buyer and Seller further agree and hereby expressly and irrevocably authorize Broker to deduct from the Deposit all costs incurred by Broker in the filing and maintenance of such action of interpleader including but not limited to filing fees, court costs, service of process fees and attorneys' fees, provided that the amount deducted shall not exceed the lesser of \$500 or the amount of the Deposit held by Broker. All such fees and costs authorized herein to be deducted may be deducted by Broker from the Deposit prior to paying the balance of the Deposit to the court. Buyer and Seller further agree and expressly declare that all such fees and costs so deducted shall be the exclusive property of Broker. If the amount deducted by Broker is less than the total of all of the costs incurred by Broker in filing and maintaining the interpleader action, then Buyer and Seller jointly, and severally, agree to reimburse Broker for all such excess costs upon the conclusion of the interpleader action.~~

34. MEDIATION OF DISPUTES: Mediation is a process by which the parties attempt to resolve a dispute or claim with the assistance of a neutral mediator who is authorized to facilitate the resolution of the dispute. The mediator has no authority to make an award, to impose a resolution of the dispute or claim upon the parties or to require the parties to continue mediation if the parties do not desire to do so. Buyer and Seller agree that any dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract shall be mediated through the Maryland Association of REALTORS®, Inc. or its member local boards/associations in accordance with the established Mediation Rules and Guidelines of the Association or through such other mediator or mediation service as mutually agreed upon by Buyer and Seller, in writing. Unless otherwise agreed in writing by the parties, mediation fees, costs and expenses shall be divided and paid equally by the parties to the mediation. If either party elects to have an attorney present that party shall pay his or her own attorney's fees.

Buyer and Seller further agree that the obligation of Buyer and Seller to mediate as herein provided shall apply to all disputes or claims arising whether prior to, during or within one (1) year following the actual contract settlement date or when settlement should have occurred. Buyer and Seller agree that neither party shall commence any action in any court regarding a dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract, without first mediating the dispute or claim, unless the right to pursue such action or the ability to protect an interest or pursue a remedy as provided in this Contract, would be precluded by the delay of the mediation. In the event the right to pursue such action, or the ability to protect an interest or pursue a remedy would be precluded by the delay, Buyer or Seller may commence the action only if the initial pleading or document commencing such action is accompanied by a request to stay the proceeding pending the conclusion of the mediation. If a party initiates or commences an action in violation of this provision, the party agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the other party to enforce the obligation as provided herein. The provisions of this paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

35. ATTORNEY'S FEES: In any action or proceeding between Buyer and Seller based, in whole or in part, upon the performance or non-performance of the terms and conditions of this Contract, including, but not limited to, breach of contract, negligence, misrepresentation or fraud, the prevailing party in such action or proceeding shall be entitled to receive reasonable attorney's fees from the other party as determined by the court or arbitrator. ~~In any action or proceeding between Buyer and Seller and/or between Buyer and Broker(s) and/or Seller and Broker(s) resulting in Broker(s) being made a party to such action or proceeding, including, but not limited to, any litigation, arbitration, or complaint and claim before the Maryland Real Estate Commission, whether as defendant, cross-defendant, third-party defendant or respondent, Buyer and Seller jointly and severally, agree to indemnify and hold Broker(s) harmless from and against any and all liability, loss, cost, damages or expenses (including filing fees, court costs, service of process fees, transcript fees and attorneys' fees) incurred by Broker(s) in such action or proceeding, providing that such action or proceeding does not result in a judgment against Broker(s).~~

~~As used in this Contract, the term "Broker(s)" shall mean: (a) the two (2) Brokers as identified on Page 10 of this Contract; (b) the two (2) named Sales Associates identified on Page 10 of the Contract; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The term "Broker(s)" shall also mean, in the singular, any or either of the named Broker(s) and/or Sales Associate(s) as identified on in the plural, both of the named Brokers and/or Sales Associates as identified.~~

~~This Paragraph shall apply to any and all such action(s) or proceeding(s) against Broker(s) including those action(s) or proceeding(s) based, in whole or in part, upon any alleged act(s) or omission(s) by Broker(s), including, but not limited to, any alleged act of misrepresentation, fraud, non-disclosure, negligence, violation of any statutory or common law duty, or breach of fiduciary duty by Broker(s). The provision of this Paragraph shall survive closing, and shall not be deemed to have been extinguished by merger with the deed.~~

36. NOTICE OF BUYER'S RIGHT TO SELECT SETTLEMENT SERVICE PROVIDERS: Buyer has the right to select Buyer's own title insurance company, title lawyer, settlement company, escrow company, mortgage lender or financial institution as defined in the Financial Institutions Article, Annotated Code of Maryland. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement.

37. LIMITED WARRANTY: NOTICE TO BUYER: IF A WARRANTY PLAN IS BEING OFFERED WITH THE PURCHASE OF THE PROPERTY, IT MAY BE A LIMITED WARRANTY. SINCE SUCH WARRANTY PLANS DO NOT COVER STRUCTURAL DEFECTS AND MAY NOT COVER PRE-EXISTING DEFECTS, BUYER SHOULD REQUEST THE REAL ESTATE AGENT TO PROVIDE BUYER WITH ANY BROCHURE WHICH DESCRIBES THE PLAN IN ORDER TO DETERMINE THE EXTENT OF COVERAGE PROVIDED BY THE WARRANTY.

38. PROPERTY INSURANCE BROCHURE: An informational brochure published by the Maryland Association of REALTORS®, Inc. titled "The New Reality of Property Insurance – What You Should Know" is available to explain current issues relative to obtaining insurance coverage for the Property to be purchased.

~~**39. GUARANTY FUND: NOTICE TO BUYER:** BUYER IS PROTECTED BY THE REAL ESTATE GUARANTY FUND OF THE MARYLAND REAL ESTATE COMMISSION, UNDER SECTION 17-404 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE ANNOTATED CODE OF MARYLAND, FOR LOSSES IN AN AMOUNT NOT EXCEEDING \$25,000 FOR ANY CLAIM.~~

40. SINGLE FAMILY RESIDENTIAL REAL PROPERTY DISCLOSURE NOTICE: Buyer is advised of the right to receive a "Disclosure and Disclaimer Statement" from Seller (Section 10-702 Real Property Article, Annotated Code of Maryland).

41. MARYLAND NON-RESIDENT SELLER: If the Property is not the Seller's principal residence and the Seller is a non-resident individual of the State of Maryland or is a non-resident entity which is not formed under the laws of the State of Maryland or qualified to do business in the State of Maryland, a withholding tax from the proceeds of sale may be withheld at the time of settlement except as otherwise provided by Maryland law. (See Maryland Non-Resident Seller Transfer Withholding Tax Addendum.)

42. INTERNAL REVENUE SERVICE FILING: Buyer and Seller each agree to cooperate with the settlement officer by providing all necessary information so that a report can be filed with the Internal Revenue Service, as required by Section 6045 of the IRS Code. To the extent permitted by law, any fees incurred as a result of such filing will be paid by the Seller.

43. NOTICE TO BUYER CONCERNING THE CHESAPEAKE AND ATLANTIC COASTAL BAYS CRITICAL AREA: Buyer is advised that all or a portion of the property may be located in the "Critical Area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area.

Buyer _____ / _____

Page 8 of 11 10/07

Seller _____ / _____

The "Critical Area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries. The "Critical Area" also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays and all of their tidal tributaries to the head of tide. For information as to whether the property is located within the Critical Area, Buyer may contact the local Department of Planning and Zoning, which maintains maps showing the extent of the Critical Area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery and Washington Counties do not include land located in the Critical Area.

44. WETLANDS NOTICE: Buyer is advised that if all or a portion of the Property being purchased is wetlands, the approval of the U.S. Army Corps of Engineers will be necessary before a building permit can be issued for the Property. Additionally, the future use of existing dwellings may be restricted due to wetlands. The Corps has adopted a broad definition of wetlands which encompasses a large portion of the Chesapeake Bay Region. Other portions of the State may also be considered wetlands. For information as to whether the Property includes wetlands, Buyer may contact the Baltimore District of the U.S. Army Corps of Engineers. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of wetlands prior to submitting a written offer to purchase the Property; or Buyer may include in Buyer's written offer a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.

45. FOREST CONSERVATION ACT NOTICE: If the Property is a tract of land 40,000 square feet or more in size, Buyer is notified that, unless exempted by applicable law, as a prerequisite to any subdivision plan or grading or sediment control permit for the Property, Buyer will be required to comply with the provisions of the Maryland Forest Conservation Act imposed by Section 5-1601, et seq. of the Natural Resources Article, Annotated Code of Maryland, including, among other things, the submission and acceptance of a Forest Stand Delineation and a Forest Conservation Plan for the Property in accordance with applicable laws and regulations. Unless otherwise expressly set forth in an addendum to this Contract, Seller represents and warrants that the Property is not currently subject to a Forest Conservation Plan, Management Agreement or any other pending obligation binding the owner of the Property under said Act; further, Seller represents and warrants that no activities have been undertaken on the Property by Seller in violation of the Forest Conservation Act.

46. NOTICE CONCERNING CONSERVATION EASEMENTS: If the Property is encumbered by a Conservation Easement as defined in Section 10-705 of the Real Property Article, Annotated Code of Maryland, the contract must contain a notice concerning the easement, which is contained in an attached addendum. This Paragraph does not apply to the sale of property in an action to foreclose a mortgage or deed of trust. (If the Property is encumbered by a Conservation Easement: See Conservation Easement Addendum.)

47. FOREIGN INVESTMENT TAXES-FIRPTA: Section 1445 of the United States Internal Revenue Code of 1986 provides that a Buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00) and (b) the seller is a foreign person. Unless otherwise stated in an addendum attached hereto, if the purchase price is in excess of Three Hundred Thousand Dollars (\$300,000.00), Seller represents that Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations) and agrees to execute an affidavit to this effect at the time of settlement.

48. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS: Buyer may contact the state, county or municipal police departments in which the Property is located or check the "Sex Offender Registry" at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the Property or the presence of registered sexual offenders who live or work within the vicinity of the Property. Buyer acknowledges that Buyer is solely responsible to inquire of such matters before signing this Contract. Buyer shall have no right to cancel this Contract based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Property. Buyer further acknowledges that no real estate licensee involved in the sale or purchase of the Property, whether acting as the agent for Seller or Buyer, has any duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

49. MILITARY INSTALLATIONS: This Section does not apply in Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties. Buyer is advised that the Property may be located near a military installation that conducts flight operations, munitions testing, or military operations that may result in high noise levels.

~~**50. NOTICE TO THE PARTIES:** Brokers, their agents, subagents and employees, make no representations with respect to the following:~~

~~(a) Water quantity, quality, color, or taste or operating conditions of public and/or private water systems.~~

Buyer _____ / _____

Page 9 of 11 10/07

Seller _____ / _____

- (b) Location, size or operating condition of on-site sewage disposal systems.
- (c) The extensions of public utilities by local municipal authorities, existence or availability of public utilities, and any assessments, fees or costs for public utilities which might be imposed by local municipal authorities, should public utilities be extended or available to the subject Property. (Buyer should consult the Department of Public Works to determine the availability of proposed future extensions of utilities.)
- (d) Lot size and exact location. If the subject Property is part of a recorded subdivision, Buyer can review the plat upon request at the Record Office. If the subject Property is not part of a recorded subdivision, Buyer may verify exact size and location through a survey by a licensed engineer or land surveyor, at Buyer's expense.
- (e) Existing zoning or permitted uses of the Property: Buyer should contact the Zoning Office and/or a licensed engineer to verify zoning and permitted uses.
- (f) Brokers/agents are not advising the parties as to certain other issues, including without limitation: soil conditions; flood hazard areas; possible restrictions of the use of property due to restrictive covenants, subdivision, environmental laws, easements or other documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including without limitation flame retardant treated plywood (FRT), radon, radium, mold spores, urea formaldehyde foam insulation (UFFI), synthetic stucco (EIFS), asbestos, polybutylene piping and lead-based paint. Information relating to these issues may be available from appropriate governmental authorities. This disclosure is not intended to provide an inspection contingency.
- (g) Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors.

51. NON-ASSIGNABILITY: This Contract may not be assigned without the written consent of Buyer and Seller. If Buyer and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until settlement.

52. PARAGRAPH HEADINGS: The Paragraph headings of this Contract are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties.

53. COMPUTATION OF DAYS: As used in this Contract, and in any addendum or addenda to this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. A day shall be measured from 12:00:01 a.m. to and including 11:59:59 p.m. E.S.T. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract, or any addendum or addenda to this Contract, was required to be performed or made.

54. ENTIRE AGREEMENT: This Contract and any addenda thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Contract mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and, if permitted as herein provided, assigns. Once signed, the terms of this Contract can only be changed by a document executed by all parties. This Contract shall be interpreted and construed in accordance with the laws of the State of Maryland. It is further agreed that this Contract may be executed in counterparts, each of which when considered together shall constitute the original Contract.

55. ELECTRONIC DELIVERY: The parties agree that this Contract offer shall be deemed validly executed and delivered by a party if a party executes this Contract and delivers a copy of the executed Contract to the other party by telefax or telecopier transmittal, or delivers a digital image of the executed document by email transmittal.

By: The City of Greenbelt, Maryland
 Buyer's Signature _____ Date _____

By: The Estate of Thomas R. Dwyer
 Seller's Signature _____ Date _____

Buyer's Signature _____ Date _____

Seller's Signature _____ Date _____

DATE OF CONTRACT ACCEPTANCE: _____

Contact Information: Check if First-Time Maryland Homebuyer
 BUYER / NAME(S): _____
 MAILING ADDRESS: _____

SELLER / NAME(S): _____
 MAILING ADDRESS: _____

Information provided for reference only:

LISTING BROKER: _____ BRANCH OFFICE: _____

OFFICE PHONE: _____ FAX: _____ BROKER/AGENT MLS ID: _____

OFFICE ADDRESS: _____

SALES ASSOCIATE: _____ E-Mail: _____ PHONE: _____

ACTING AS: LISTING BROKER AND SELLER AGENT; OR
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

SELLING BROKER: _____ BRANCH OFFICE: _____

OFFICE PHONE: _____ FAX: _____ BROKER/AGENT MLS ID: _____

OFFICE ADDRESS: _____

SALES ASSOCIATE: _____ E-Mail: _____ PHONE: _____

ACTING AS: SELLER AGENT (WHETHER "COOPERATING AGENT" OR "SELLING AGENT"); OR
 BUYER AGENT; OR
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

ADDENDUM #1 TO SALES CONTRACT
GREENBELT HOMES, INC., a non-stock Maryland corporation (called "GHI"),

Contract Date: December, 2015
Addendum Date: December, 2015

Between The Estate of Thomas R. Dwyer (Seller(s))

And The City of Greenbelt, Md 20770 (Buyer(s))

Dwelling Unit (Address): 10-A Crescent Road
Greenbelt, Maryland 20770

The above referenced contract is amended to read as follows:

Seller and Buyer agree that TIME IS OF THE ESSENCE in this Addendum, that this Addendum shall be binding upon them and their respective heirs, executors, administrators, successors, and assigns, and that the provisions hereof shall survive the transfer of the "Perpetual Use". In this Addendum, the singular includes the plural, and the plural includes the singular. The provisions of this Addendum are severable and in the event any provision of this Addendum conflicts with applicable law or is found to be invalid, such conflict or invalidity shall not affect the other provisions. Seller and Buyer agree that all liability hereunder shall be joint and severable.

1. **Right of First Refusal.** This contract is subject to the first option of GHI to purchase the Perpetual Use.
2. **Settlement.** The Buyer and Seller understand that a settlement date can be scheduled as soon as the Board of Directors has approved the Buyers application and the "Seller Certification" form has been received from the Seller and verified by GHI's Technical Service Inspector.
3. **Cooperative Ownership.** The Buyer understands that the above referenced Property is a cooperative. Furthermore, Seller is a member in Greenbelt Homes, Inc., a cooperative housing corporation located in Greenbelt, Maryland ("GHI"). Seller agrees to sell and Buyer agrees to buy all of the Seller's right, title, and interest in GHI associated with Seller's membership, described as the "perpetual use" of the above referenced Property. The occupancy rights are being conveyed in a Proprietary Lease and Mutual Ownership Contract (MOC).
 - a. Once the Buyers' Membership is approved and simultaneously with the signing of the Proprietary Lease and Mutual Ownership Contract (MOC), Buyer will become the Member with the right, subject to the terms and conditions set forth in the Bylaws, Proprietary Lease and Mutual Ownership Contract, and the Rules, of exclusive use and possession (called "Perpetual Use") of the above named dwelling unit and, if applicable, garage, all of which is part of GHI's real property. Under Maryland law, Member's rights in the Perpetual Use are personal property rights.
 - b. Under Maryland law, this MOC creates a legal relationship between GHI and Member as that of landlord and tenant.
 - c. This MOC establishes the rights and responsibilities of GHI and Member in connection with the Perpetual Use and the Premises in addition to those rights and responsibilities established by Maryland law.

4. **Seller's Administration Fee.** At the time of settlement the seller understands that there will be an administration fee of \$940.00 in 2015 payable to Greenbelt Homes, Inc. (GHI) which will be included on the HUD-1 at settlement.

5. **Buyer's Application Fees and Requirements.** The Buyer understands and agrees to make application to GHI within seven (7) days of acceptance of this Contract and shall pay at the time of application an membership fee of Purchase Fee for 2015 – five hundred ninety five dollars (\$595), a credit report fee of Fifty Dollars (\$50.00) for each applicant and a termite inspection fee of Fifty Dollars (\$50.00). The Buyer and Seller understand that a termite inspection is to be paid for by the Buyer and any treatment, if necessary, and/or any repairs, if necessary, are the responsibility of GHI, unless otherwise noted in any documentation between GHI and the Seller.
 - a. The Buyer agrees to pay a working capital fee of 1% of the purchase price to GHI which will be refunded upon the subsequent sale and settlement of the unit.
 - b. The Buyer understands and agrees that the Buyer's Pre-Purchase Orientation must be attended by the Buyer prior Board approval.
 - c. The Buyer understands they must attend a meeting (Personal Interview) with GHI regarding any and all particulars of the above referenced dwelling unit prior to Board approval.
 - d. The Buyer and Seller understand that written approval of a loan, if applicable, from an approved GHI Lender must be received by GHI prior to Board approval.
 - e. This Contract is further conditioned upon Lender and the Cooperative entering into a Recognition Agreement, if required, in connection with said financing. In the event Lender and the Cooperative fail to enter into such Recognition Agreement, then this Contract shall be null and void. Seller understands that settlement of this Contract may be delayed until such time as Lender and the Cooperative enter into said Recognition Agreement.
 - f. The Buyer understands that the approval must be obtained by the Board of Directors of GHI prior to scheduling a settlement date.

6. **Monthly Occupancy Charges.** The Buyers understands and agrees to pay a monthly cooperative fee to GHI of approximately Five hundred seventy eight and 79/100 Dollars (\$578.79). This monthly fee includes a pro rata share of Real Estate Taxes, Trash Collection, Insurance, Administration/Board/Committee/Members Expense, Maintenance and Improvements, and Reserve Funds. The Buyer(s) and Seller(s) understand there are no transfer taxes. Buyer agrees to be responsible for all charges imposed in connection with the "Perpetual Use" or the "Premises" as provided in Buyer's MOC effective as of the date of transfer.

7. **Unit Condition.** At settlement, the Seller(s) shall deliver possession of the Property and shall deliver the Property vacant, clear of trash and debris, broom clean and in substantially the same or better condition as existed on the date of Contract acceptance. All electrical, heating, air conditioning (if any), plumbing and any other mechanical systems and related equipment, appliances and smoke detector(s) included in

this Contract shall be in working condition. The Buyer reserves the right to inspect the Property within five (5) days prior to settlement.

- 8. Resale Inspection – Seller’s Obligations.** The Seller understands an inspection shall be performed by GHI and a written report shall be provided to the Seller. The Seller shall provide a copy of the GHI Inspection Report to the Buyer upon receipt of the Inspection Report.
- a. The Seller understands that all items stated on the Inspection Report from GHI must be completed, as well as any other items found by GHI during any subsequent inspection by GHI.
 - b. The Seller understands and agrees that the Certification Form (provided by GHI along with the Inspection Report) must be submitted when all items stated on the Inspection Report have been completed.
 - c. The Seller understands and agrees that the Certificate Form must be approved by the Technical Services Department a minimum of three (3) days before a settlement date can be scheduled.
 - d. Seller acknowledges that Seller shall not be released from any obligations under the MOC unless and/or until Buyer has been accepted as member of Greenbelt Homes, Inc. and has entered into a new MOC with Greenbelt Homes, Inc. for the “Perpetual Use of the Premises.”
 - e. Seller agrees to pay and be liable for all indebtedness owed to Greenbelt Homes, Inc. by Seller under the Contract or otherwise (other than obligations expressly assumed by Buyer) and acknowledges that this agreement to pay all indebtedness shall survive termination of the contract and shall survive any release of Seller’s other obligations under the Contract.
- 9. Personal Property.** The Buyer and Seller understand anything pertaining to “Real Property” in the Sales Contract is not applicable. GHI, through the direction of its Board of Directors (called "Board") and in accordance with its Charter and Bylaws (collectively called "Bylaws") and its Rules and Regulations (called "Rules"), each as may be changed or amended from time-to-time, operates as a non-stock cooperative housing membership organization in which, among other rights, each member has the right to exclusive use and possession of a particular portion of real property owned by GHI.

All other terms and conditions shall remain in full force and effect, as they would apply to a cooperative.

The City of Greenbelt, Maryland

The Estate of Thomas R. Dwyer

BY: _____
Buyer Date

BY: _____
Seller Date

Buyer Date

Seller Date

ADDENDUM #2 TO RESIDENTIAL CONTRACT OF SALE
BETWEEN THE ESTATE OF THOMAS R. DWYER AND THE CITY OF GREENBELT,
MARYLAND FOR 10-A CRESCENT ROAD, GREENBELT, MARYLAND

The above-referenced contract is amended to add the following contingency:

The Residential Contract of Sale is contingent upon the Council of the City of Greenbelt, Maryland adopting an ordinance authorizing the purchase of 10-A Crescent Road, Greenbelt, Maryland and approving the terms of the Residential Contract of Sale.

All other terms and conditions shall remain in full force and effect.

The City of Greenbelt, Maryland

The Estate of Thomas R. Dwyer

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

Date: _____



Lead Paint - Federal Disclosure

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

RE: _____
Property Address

LEAD WARNING STATEMENT

Every purchaser/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession and notify the buyer/tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase/lease.

SELLER'S/LANDLORD'S DISCLOSURE (initial)

- _____ (a) **Presence of lead-based paint and/or lead-based paint hazards (check one below):**
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

- _____ (b) **Records and reports available to the seller/landlord (check one below):**
 Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
 Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

- Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S/TENANT'S ACKNOWLEDGMENT (initial)

- _____ (c) Purchaser/Tenant has read the Lead Warning Statement above
 _____ (d) Purchaser/Tenant has received copies of all information listed above. Yes No None listed
 _____ (e) Purchaser/Tenant has received the pamphlet Protect Your Family From Lead in Your Home. Yes No
 _____ (f) Purchaser has (check one below):
 Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT (initial)

- _____ (g) Agent has informed the seller/landlord of the seller's/landlord's obligations Under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller/Landlord	Date	Buyer/Tenant	Date
Seller/Landlord	Date	Buyer/Tenant	Date
Agent	Date	Agent	Date

© 2001, The Greater Capital Area Association of REALTORS®, Inc.
 This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by REALTOR® members only.
 Previous editions of this Form should be destroyed.



MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: _____

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/Index.aspx>.

1. Seller hereby discloses that the Property was constructed prior to 1978;

AND

The Property _____ / _____ is or _____ / _____ is **not** registered in the Maryland Program (**Seller to initial applicable line**).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (**Seller to initial applicable line**) _____ / _____ has; or _____ / _____ has **not** occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

If such event has occurred, Seller (**Seller to initial applicable line**) _____ / _____ will; OR _____ / _____ will **not** perform the required treatment prior to transfer of title of the Property to Buyer.

ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. _____ / _____ (**BUYER**)

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller Date Buyer Date

Seller Date Buyer Date

Seller's Agent Date Buyer's Agent Date

©2015, The Greater Capital Area Association of REALTORS®, Inc.
This recommended form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
Previous editions of this form should be destroyed.



PRINCE GEORGE'S COUNTY JURISDICTIONAL
ADDENDUM TO THE M.A.R. RESIDENTIAL CONTRACT OF SALE

ADDENDUM # _____ dated _____ to the Contract of Sale dated _____,
between Buyer _____ and
Seller _____ for Property known
as _____.

The following provisions are included in and supersede any conflicting language in the Contract.

1. LAND USE, ZONING, ROADS, HIGHWAYS, PARK, TRANSPORTATION, ETC. Seller certifies that Seller has no
knowledge of any published preliminary or adopted land use plan (or adopted Zoning Map Amendment) which may result in
condemnation or taking of any part of Seller's property. Buyer acknowledges that Buyer is aware that information relative to (1)
government plans for land use, roads, highways, parks, transportation, etc., and (2) rezoning is available for inspection at the County
Administration Building, Upper Marlboro, Maryland, Upper Marlboro, Maryland, at www.PGAtlas.com, and
http://www.pgplanning.org/Planning_Home. Buyer(s) further acknowledges, and is strongly encouraged to take advantage of his/her
opportunity to examine the above referenced information and any other information pertaining to the Property that is relevant to Buyer
prior to signing and entering into the contract of sale.

2. PROXIMITY OF RECREATION FACILITIES. Buyer acknowledges that if property is adjacent to an existing or planned golf
course or other recreational facility the property may be subject to minor damage as a result of the operation of such facility and that
insurance against such damage is the responsibility of the Buyer.

3. ADDITIONAL REQUIRED ADDENDA UNDER PRINCE GEORGE'S COUNTY CODE. Seller and Buyer hereby
acknowledge that the Prince George's County Code REQUIRES that, if applicable, the following Notice(s) be provided to Buyer as a
SEPARATE ATTACHMENT OR SHEET at the time the Contract of Sale is signed:

- A. Tree Conservation Plan Notice if Property lies within a Tree Conservation Plan; (PGCAR Form 1329)
B. Record Title Holder Notice if the Seller does not presently hold title to Property; (PGCAR Form 1328)
C. Special Taxing District Notice if Property is located within a Special Taxing District as defined in Section 10-269 of the Prince
George's County Code; Woodview Village (Bowie/Largo), Greenbelt Station (Greenbelt), Victoria Falls (Laurel), Calvert Tract
(Riverdale Park) and subject to a Special Tax District Assessment; (PGCAR Form 1333)
D. General Aviation Airport Environment Disclosure Notice if Property is located within one (1) mile of a General Aviation Airport.
(PGCAR Form 1312)

Seller and Buyer acknowledges that the failure of the Seller to provide the required Notice(s), if applicable, under A., B. and C. above
identified and the failure of the Seller and Buyer to sign and date such disclosures is a criminal misdemeanor. The failure of Seller to
provide Notices as identified in A., B., C. and D. above, if applicable, shall entitle the Buyer to rescind the Contract at any time prior to
Settlement.

Initials: Buyers _____ Sellers _____

4. MILITARY INSTALLATIONS: This Section does not apply in Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties. Buyer is advised that the Property may be located near a military installation that conducts flight operations, munitions testing, or military operations that may result in high noise levels. **MILITARY OPERATIONS.** The Property may be located near Joint Base Andrews Naval Air Facility Washington ("Andrews Air Force Base") or locations where military flight operations occur. Properties located near military aircraft operation centers may be impacted by varying degrees of noise, potential aircraft accidents consistent with other airfields or military operations. Andrews Air Force Base may conduct flight operations at any time, seven days per week, twenty-four hours a day. The effects of military operations may extend beyond the boundaries of the military facilities. Buyer is advised that modifications and/or renovation to existing structures within designated areas may be subject to design standards which may include noise mitigation and height limits. Buyer is encouraged to contact Andrews Air Force Base (Public Affairs Office) or seek additional information from the Maryland National Capital Park and Planning Commission (MNCPPC) regarding the impact of military operations in the area considered for purchase. Additional information may be available at www.PGAtlas.com, and from the Air Installation Compatible Use Zone (AICUZ) Study prepared by Andrews Air Force Base which is available at <http://www.andrews.af.mil>.

5. UNCOMPLETED COMMUNITY AMENITIES: Maryland Law, Real Property Article Sec. 10-710, requires that a contract of sale for residential real property located in a community in Prince George's County, MD in which a **home builder** has agreed to provide a community amenity including a country club, golf course, health club, park, swimming pool, tennis court, or walking trail, to specifically identify the amenity to be provided and the date of completion.

Is the Property located in a community where a home builder has agreed to provide a community amenity as described above which has not been completed? YES [] NO [] (If yes, PGCAR Form #1339 MUST be attached to contract)

6. UTILITY USAGE:

Prince George's County Code, Section 13.1107 requires certain sellers of single family residential real property, defined as residential real property improved by four or fewer single family units, to provide, on written request, copies of electric, gas, water, sewer and home heating oil bills, or a document detailing the monthly electric, gas, water, sewer and home heating oil usage of the residential property, for the 12-month period preceding the date the contract is signed. If the seller did not occupy the single-family home for the entire prior 12 months, the seller must provide the buyer, on written request, with the required information for that part of the prior 12 months, if any, that the seller occupied the single-family home.

The information required shall be provided if the request is made at the time the contract is signed and the seller has access to the information. (See PGCAR Form # 1336)

7. CARBON MONOXIDE DETECTORS:

Prince George's County Code, Section 11.295 requires the seller or transferor to install carbon monoxide detectors before or at the time of the transfer of ownership of the following residences:

One-and two-family residential dwellings. The requirements for installation and maintenance of a carbon monoxide detector in an existing one- and two-family residential dwelling shall be at least one (1) battery-powered carbon monoxide detector installed on each level of the dwelling in close proximity to sleeping quarters in a residence with a gas heating system, fuel burning appliances, and/or an attached garage. Each carbon monoxide detector must comply with all applicable Federal and State regulations and must bear the label of a nationally recognized standard testing laboratory. Each detector must be an Underwriters Laboratory (U.L.) 2034 listed product or its equivalent. The subsequent owner/occupant of each dwelling unit shall be responsible for inspecting and maintaining the carbon monoxide detectors in accordance with the manufacturer's specifications.

8. PROXIMITY TO AGRICULTURAL AND/OR FORESTRY OPERATIONS.

Prince George's County Law, Sec. 30-103.03 requires sellers of real property in the R-O-S, O-S, R-A, R-E, R-R Zones to provide a statement advising the buyer as follows: Buyer(s) acknowledge that the property offered for sale is in the vicinity of property that is, or may be used, for agricultural or forestry operations. As such, the Property may be subject to activity including, but not limited to, noise, odor, fumes, insects, dust, chemical application and the operation of machinery at various times. Prince George's County has adopted a right to farm ordinance stipulating that inconveniences or discomforts associated with the agricultural/forestry operation shall not be considered an interference with reasonable use and enjoyment of other properties in the vicinity, if such operations are conducted in accordance with generally accepted agricultural and forestry management practices, as referenced in Prince George's County Code, Section 30-102. The County has established an Agricultural Reconciliation Committee to assist in the resolution of disputes that may arise with regard to agricultural or forestry operations when such operations are not conducted in

©2015. Prince George's County Association of REALTORS®, Inc.

This Form is the property of the Prince George's County Association of REALTORS®, Inc. and is for use by its members only.

The Prince George's County Association of REALTORS®, Inc. assumes NO liability in the event this form fails to protect the interest of the parties.

accordance with generally accepted agricultural or forestry management practices. For further information refer to Prince George's County Code, Subtitle 30, Division 1, and/or contact the Director, Department of Environmental Resources.

9. DEFERRED WATER AND SEWER ASSESSMENTS/FRONT FOOT BENEFIT CHARGES. Certain communities are subject to charges or assessments intended to defray the cost of installing water and sewer facilities. These charges are liens against the Property that usually run with the Property for between 20 and 40 years, but are often not paid in the property tax bill. These charges or assessments are separate from bills for water and sewer usage and from homeowners' association dues. If not included in the property tax bill, they are often paid annually and are not usually included within an escrow payment paid to a mortgage holder. (Seller to check appropriate line below):

- There are currently NO deferred water and sewer assessments or front foot benefit charges assessed against the Property.
- Currently, front foot benefit charges are paid in the property tax bill for the Property.
- Deferred water and sewer assessments ARE assessed against the Property in the amount of \$ _____ per year. The approximate number of years remaining on the assessment are _____. They are paid to _____ (name of company) with an address of _____ & phone number of _____.

The following paragraphs are intended for inclusion only if the box to the left of the numbered clause is checked and initialed as being applicable to a specific transaction. Otherwise, these clauses are void as to this contract.

10. HISTORIC SITE, HISTORIC RESOURCE, HISTORIC DISTRICT. Pursuant to Prince George's County Code, Subtitle 29--Preservation of Historic Resources, Seller hereby notifies Buyer that the Property being transferred has been designated an historic site, historic resource or is located within an historic district. Buyer acknowledges that, as such, the property is subject to guidelines and regulations which may limit the extent to which the exterior features of the property may be modified or altered, as approved by the Historic Preservation Commission.

11. UNIMPROVED ROAD. Seller and Buyer acknowledge that the road abutting the property is unfinished or does not meet County Roadway Standards and that there is a recorded covenant deferring future cost for street improvements which has been deferred by the Prince George's County Department of Public Works and Transportation, for which the Buyer may be liable.

Buyer Date Seller Date

Buyer Date Seller Date

©2015. Prince George's County Association of REALTORS®, Inc.

This Form is the property of the Prince George's County Association of REALTORS®, Inc. and is for use by its members only.

The Prince George's County Association of REALTORS®, Inc. assumes NO liability in the event this form fails to protect the interest of the parties.

Introduced:
1st Reading:
Passed:
Posted:
Effective:

RESOLUTION NUMBER XXXX

A RESOLUTION TO AUTHORIZE THE NEGOTIATED PURCHASE OF CANINE TURF FOR THE GREENBELT ANIMAL SHELTER AND THE GREENBELT DOG PARK FROM EAST COAST SURFACING OF ROCK HALL, MARYLAND AT A COST OF \$20,940

WHEREAS, the Greenbelt City Council authorized the installation of durable canine turf to replace the natural ground cover at the Greenbelt Animal Shelter; and

WHEREAS, the installation of canine turf at the Greenbelt Dog Park has been discussed as a way to improve park conditions and reduce maintenance costs; and

WHEREAS, quotes for the installation of canine turf at the Greenbelt Animal Shelter rear and side yards, as well as installation of a 15 foot by 15 foot area of canine turf at the Greenbelt Dog Park for the purpose of testing the product were obtained by two companies; and

WHEREAS, a quote dated December 15, 2015 of \$20,940 was received from East Coast Surfacing from Rock Hall, Maryland; and

WHEREAS, a comparable quote from Sparks Play for the Greenbelt Animal Shelter alone was \$26,663.86 and a quote from Sparks Play for the Greenbelt Dog Park for 500 square feet of turf area in the amount of \$21,905 were received; and

WHEREAS, the quote from East Coast Surfacing was the better price; NOW, THEREFORE

BE IT RESOLVED by the Council of the City of Greenbelt, Maryland, that the City Manager be authorized to contract with East Coast Surfacing of Rock Hall, Maryland for the purchase of canine turf, including installation, for the Greenbelt Animal Shelter and the Greenbelt Dog Park at a cost of \$20,940 as reflected in their quote dated December 15, 2015.

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of January 25, 2016.

Emmett V. Jordan Mayor

ATTEST:

Cindy Murray, City Clerk



PO Box 488
Rock Hall, MD 21661

Phone: 410-639-7133
Fax: 410-639-2306

QUOTE

Date	Quote #
12/15/15	AAAQ13599-02

Your Sales Representative
Dawn Holden

To:
City of Greenbelt
Richard Fink
25 Crescent Road
Greenbelt, MD 20770

Phone: (240)542-2151
Fax: (301)441-8248

Project Name	City	State
Greenbelt Animal Shelter	Greenbelt	MD

We are pleased to offer our quotation for the above referenced project, subject to the terms and conditions listed, below.

Ln #	Qty	Part #	Description	Unit Price	Ext. Price
1			Option #2		
2	1	Pedigree	Supply & Install the following for an area of 1,937 sq ft Pedigree Turf 6 X 6 Timber Border 213 LF Nailer Board Sand In-Fill	\$18,440.00	\$18,440.00
3	1	Pedigree	Additional Area of 15' x 15' additional area to be done at same time as the above area	\$2,500.00	\$2,500.00
				SubTotal	\$20,940.00
				Sales Tax	\$0.00
				Shipping	\$0.00
				Total	\$20,940.00

Prices subject to review of specifications, scaled drawings and/or site visit.

Excavation and sub-base prepared by others

When you are ready to place this order, please sign below and mail your deposit check to:

East Coast Surfacing, Inc.
PO Box 488
Rock Hall, MD 21661

Quote # AAAQ13599-02

TERMS & CONDITIONS:

1. Quotes are based on standard colors, which include Black, Terracotta, Blue, Green and Beige.
2. Prices quoted are good for 30 days and subject to our confirmation thereafter.
3. Quote does not include, taxes, permits, state or local approvals, utility mark-outs, performance bond, engineering seals, testing, site preparation, borders, unloading, storage, security at night or during the curing period, temporary fencing or filter fabric.
4. Contractor to verify quantities and/or square footage, if additional material is required, it will be invoiced at the per square foot charge noted above.
5. Geotextile fabric **MUST** be installed on stone sub-base applications (provide by others unless noted above).
6. Asphalt and concrete must cure for thirty (30) days prior to installation.
7. Quote includes prevailing wages but does not include union wages.
8. All orders under \$5,000.00 are to be paid in full to process order.
9. All orders over \$5,000.00 require a 50% deposit 10 days prior to installation.
10. Balance due upon completion or Net 30 (subject to credit approval).

Order Accepted By: _____

Company Name: _____

Accepted by (Signature): _____

Print Name and Title: _____

Date: _____

Must be signed by an officer of the company.

Cindy Murray

From: Joe Murray <joemurray1@yahoo.com>
Sent: Saturday, December 26, 2015 6:09 PM
To: Judith Davis
Cc: Damien Ossi; Donna Hoffmeister; J Davis; Jason Martin; Willis Witter; Cindy Murray; Celia Craze
Subject: American Chestnuts email 1

J Davis,

We now have the option of receiving free the new American Chestnut trees that are blight free from the American Chestnut Foundation. This tree used to be responsible for 25% of all trees in Appalachia and up to 30% in Pennsylvania. However before large logging operations in this country may only have been 18% of the tree populations in these areas.

This tree is vital to the return of the wild turkeys and important for many other animals including the soil and is the most important tree ecologically speaking for this ecosystem. I suggest we plant some. What is required of Greenbelt is too sign a germoplasm agreement saying we cannot sell the nuts or new trees. (However we can give them away but those people must sign the germoplasm agreement too.) We must also put fencing around them for protection from deer. The Foundation must also approve the sites. This is so they do not waste their trees. So they would not approve us putting them in swamps.

Lastly at the last FPAB meeting I stated that I felt there might not have been many Chestnut trees growing in Greenbelt. I was probably wrong. I based this statement by not seeing dead rotting pieces of chestnut in the parts of the preserve where I suspected they should have grown. However I forgot those parts of the preserve were used as farm land in the past and so there would be no traces left of the trees. However there are traces of the trees in other parts of the preserve. I hope this helps.

Joe

On Friday, December 18, 2015 3:34 PM, Celia Craze <ccraze@greenbeltmd.gov> wrote:

Celia W. Craze, AICP
Director
City of Greenbelt, Maryland
Department of Planning and Community Development
15 Crescent Road, Suite 200
Greenbelt, MD 20770
Main office – (301)345-5417
Office – (301)474-2760
Cell – (240)508-6619

Bill No.: _____
Requested: _____
Committee: _____

Drafted by: Carter
Typed by: Jessica
Stored – 10/01/15
Proofread by _____
Checked by _____

By: **Prince George’s County Delegation**

A BILL ENTITLED

1 AN ACT concerning

2 **Prince George’s County – Authority to Impose Fees for Use of Disposable Bags**

3 **PG 404–16**

4 FOR the purpose of authorizing Prince George’s County to impose, by law, a fee on certain
5 retail establishments for use of disposable bags as part of a retail sale of products;
6 limiting the amount of a certain fee; defining certain terms; and generally relating
7 to the authority for Prince George’s County to impose a fee for use of disposable bags.

8 BY adding to

9 Article – Local Government

10 Section 13–1001 to be under the new subtitle “Subtitle 10. Miscellaneous Provisions”

11 Annotated Code of Maryland

12 (2013 Volume and 2015 Supplement)

13 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
14 That the Laws of Maryland read as follows:

15 **Article – Local Government**

16 **SUBTITLE 10. MISCELLANEOUS PROVISIONS.**

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 13-1001.

2 (A) THIS SECTION APPLIES ONLY IN PRINCE GEORGE'S COUNTY.

3 (B) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS
4 INDICATED.

5 (2) (I) "DISPOSABLE BAG" MEANS A PLASTIC BAG PROVIDED BY A
6 STORE TO A CUSTOMER AT THE POINT OF SALE.

7 (II) "DISPOSABLE BAG" DOES NOT INCLUDE:

8 1. A DURABLE PLASTIC BAG WITH HANDLES THAT IS AT
9 LEAST 2.25 MILS THICK AND IS DESIGNED AND MANUFACTURED FOR MULTIPLE
10 REUSE;

11 2. A BAG USED TO:

12 A. PACKAGE BULK ITEMS, INCLUDING FRUIT,
13 VEGETABLES, NUTS, GRAINS, CANDY, OR SMALL HARDWARE ITEMS;

14 B. CONTAIN OR WRAP FROZEN FOODS, MEAT, OR FISH,
15 WHETHER PREPACKAGED OR NOT;

16 C. CONTAIN OR WRAP FLOWERS, POTTED PLANTS, OR
17 OTHER DAMP ITEMS;

18 D. CONTAIN UNWRAPPED PREPARED FOODS OR BAKERY
19 GOODS; OR

20 E. CONTAIN A NEWSPAPER OR DRY CLEANING;

21 3. A BAG PROVIDED BY A PHARMACIST TO CONTAIN
22 PRESCRIPTION DRUGS; AND

23 4. PLASTIC BAGS SOLD IN PACKAGES CONTAINING
24 MULTIPLE PLASTIC BAGS INTENDED FOR USE AS GARBAGE, PET WASTE, OR YARD
25 WASTE BAGS.

1 **(3) “STORE” MEANS A RETAIL ESTABLISHMENT THAT PROVIDES**
2 **DISPOSABLE BAGS TO CUSTOMERS AS A RESULT OF THE SALE OF A PRODUCT.**


3 **(C) (1) THE COUNTY MAY IMPOSE, BY LAW, A FEE ON A STORE FOR THE**
4 **USE OF DISPOSABLE BAGS AS A PART OF A RETAIL SALE OF PRODUCTS.**

5 **(2) THE FEE IMPOSED UNDER PARAGRAPH (1) OF THIS SUBSECTION**
6 **MAY NOT EXCEED 5 CENTS FOR EACH DISPOSABLE BAG USED.**

7 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
8 October 1, 2016.

City of Greenbelt
Department of Planning and Community Development
15 Crescent Road, Suite 200, Greenbelt, Maryland 20770
(301) 345-5417 Fax (301) 345-5418

Memorandum

TO: City Council
FROM: Terri Hruby, Assistant Planning Director 
DATE: December 10, 2015
SUBJECT: Departure Request (15-002 DPLS) – APB
Resolution

In mid-September, Mr. Anwar Saleh, the owner of the property located at 151 Centerway, submitted an application for a Departure from Parking and Loading Standards (DPLS) for 151 A Centerway. This is the space located below the barber shop and DMV Pizza. Mr. Saleh is requesting a Departure from Parking and Loading Standards to waive the 13 required parking spaces for a retail use to occupy the 1,937 SF lower level.

The Advisory Planning Board held a public hearing on the application on December 9, 2015. At the hearing City planning staff recommended approval of the application. In addition, persons were present that spoke in favor of granting the departure. The Advisory Planning Board found sufficient justification to recommend unanimous approval of the requested waiver of 13 parking spaces to accommodate a retail use in the subject property. The Board's recommendation is attached.

If any City Council member has an objection to the findings of the Advisory Planning Board a request for oral argument must be submitted to the City Clerk by Monday, December 28, 2015. A request for oral argument form is attached. If no one appeals the decision of the Advisory Planning Board, the resolution will be placed on City Council's consent agenda at its regular meeting on January 11, 2015.

**RESOLUTION OF THE GREENBELT
ADVISORY PLANNING BOARD**
FOR DEPARTURE DPLS 15-002

WHEREAS, the City of Greenbelt (hereinafter the "City"), pursuant to Ordinance 1173 (hereafter the "Ordinance"), is authorized to hear requests for Departures from Parking and Loading Standards from the terms of the Prince George's County Zoning Ordinance (hereafter the "Zoning Ordinance"), and to make recommendations to the Greenbelt City Council in connection therewith, and

WHEREAS, the City is authorized by the Ordinance to grant an application for a Departure from Parking and Loading Standards if the Greenbelt Advisory Planning Board (hereinafter the "APB") makes the following findings pursuant to Chapter 20, Article III, Section 20-10 of the Greenbelt City Code:

- (1) The purposes of the County's zoning ordinance will be equally well or better served by the applicant's proposal;
- (2) The Departure is the minimum necessary, given the specific circumstances of the request;
- (3) The Departure is necessary in order to alleviate circumstances which are unique to the site; or prevalent in areas of the County developed prior to November 29, 1949;
- (4) The Departure will not impair the visual, functional, or environmental quality or integrity of the site or of the surrounding neighborhood;
- (5) The purposes of section 27-550 of the Prince George's County Zoning Ordinance will be served by the applicant's request;
- (6) All methods for calculating the number of spaces required (division 2, subdivision 3, and division 3, subdivision 3, of the Prince George's County Code) have either been used or found to be impractical; and
- (7) Parking and loading needs of adjacent residential areas will not be infringed upon if the Departure is granted.

WHEREAS, on or about September 18, 2015, Mr. Anwar Saleh submitted an application for a Departure from Parking and Loading Standards of Section 27-568(a) of the Zoning Ordinance for Parcel 3, 151 A Centerway, Greenbelt, Maryland. The applicant requests a Departure from Parking and Loading Standards to waive the 13 required parking spaces for a retail use to occupy the 1,937 SF lower level.

WHEREAS, the advertisement of the public hearing was posted on the property in accordance with the adopted Ordinance; and,

WHEREAS, the technical staff report recommended **APPROVAL**; and,

WHEREAS, on December 9, 2015, the APB conducted a public hearing on the merits of the Departure application. The APB heard testimony and accepted evidence with respect to whether it can make the necessary findings set forth in the Ordinance to grant a Departure from Parking and Loading Standards; and,

WHEREAS, the APB's recommendation is based upon analysis of the record by the Board and on the findings and conclusions presented in the technical staff report; and,

WHEREAS, the APB hereby makes the following findings of fact:

1. The subject property is part of the Roosevelt Center, an integrated shopping center constructed in 1937 that is the subject of previous Departures from Parking and Loading Standards (DPLS-108, DPLS-125 and DPLS-121).
2. The purposes of the County's parking and loading standards will be served by the requested DPLS. Visual surveys conducted by the applicant and City staff supports that there is sufficient and convenient parking available within the Roosevelt Center to accommodate 1,937 square foot of retail use.
3. On three different occasions, the Prince George's County planning board found that there is sufficient parking to accommodate the commercial uses within Roosevelt Center. In addition, the City through parking lot improvements has increased the number of available parking spaces from 358 to 381 further supporting that there is sufficient parking available to accommodate the proposed retail use.
4. Given that the parking is required by the proposed retail use and that none can be provided on-site, this departure of all 13 spaces is the minimum necessary.
5. The departure is necessary to alleviate practical difficulties associated with providing on-site parking. Roosevelt Center opened in 1937 and was not designed to meet the modern parking regulations set forth in the Prince George's County Zoning Ordinance.
6. With adequate parking facilities provided at Roosevelt Center, the parking and loading needs of adjacent residential areas will not be infringed upon.
7. The departure will not impair the visual, functional or environmental quality, or integrity of the site or the surrounding neighborhood. The proposed retail use is a permitted use within the C-S-C Zone, and there is sufficient off street parking within the Roosevelt Center Parking lot to accommodate the proposed retail use.
8. The subject property is located in the area of the County covered by the *1989 Approved Master Plan for Langley Park, College Park, Greenbelt and Vicinity and Sectional Map Amendment*. The Master Plan recommends retail commercial land uses for the subject property. Therefore, the proposed retail use is consistent with the Master Plan

NOW, THEREFORE, BE IT RESOLVED by the Greenbelt Advisory Planning Board that DPLS 15-002, a request to waive the required 13 parking spaces that are required for a retail use, to occupy the 1,937 square foot lower level locate at 151-A Centerway, Greenbelt, MD 20770, is recommended for **Approval**.

<u>Name of APB Member</u>	<u>In Favor</u>	<u>Opposed</u>	<u>Absent</u>
Brian Gibbons, Chair	X		
Matt Johnson, Vice Chair	X		
Isabelle Gournay	X		
Jeff Lemieux	X		
Maria Silvia Miller	X		
Nicole Williams	X		
Keith Chernikoff	X		

So recommended this 9th day of December 2015.

GREENBELT ADVISORY PLANNING BOARD



 Brian Gibbons
 Chair

BE IT FURTHER RESOLVED that this resolution of the Greenbelt Advisory Planning Board shall take effect immediately upon adoption by the Greenbelt City Council.

APPROVED by the Council of the City of Greenbelt, Maryland at its regular meeting of,

 2015.

 Emmett V. Jordan, Mayor

ATTEST:

 Cindy Murray, City Clerk