



WEDNESDAY, AUGUST 3, 2016
CITY OF COLLEGE PARK
COUNCIL CHAMBERS

WORKSESSION AGENDA
7:30 P.M.

(There will be a closed session at the end of the Worksession)

COLLEGE PARK MISSION STATEMENT

The City Of College Park Provides Open And Effective Governance And Excellent Services That Enhance The Quality Of Life In Our Community.

Time	Item	Staff/Council
7:30	CALL TO ORDER	
	CITY MANAGER'S REPORT	
	AMENDMENTS TO AND APPROVAL OF THE AGENDA	
Discussion Items		
7:35	1 Proposed Consent: Resolution Of The Mayor And Council Of The City Of College Park Adopting The Recommendations Of The Advisory Planning Commission Regarding Variance Application Number CPV-2016-03, 9747 52nd Avenue, College Park, Maryland, Recommending Approval Of A Variance From Section 27-120.01(C) Of The Prince George's County Zoning Ordinance, "Front Yards Of Dwellings," To Construct A Driveway In The Front Yard, Not To Exceed An Encroachment Of 196 Square Feet (Appeal period ends August 2, 2016)	
	2 Proposed Consent: Resolution Of The Mayor And Council Of The City Of College Park Adopting The Recommendations Of The Advisory Planning Commission Regarding Variance Application Number CPV-2016-07, 5027 Mineola Road, College Park, Maryland, Recommending Approval Of A Variance From Section 27-120.01(C) Of The Prince George's County Zoning Ordinance, "Front Yards Of Dwellings," To Construct A Driveway In The Front Yard, Not To Exceed An Encroachment Of 5 Feet In Width By 19 Feet In Length (Appeal period ends August 2, 2016)	

7:40	3	Consideration of Property Use Agreements for Old Maryland Grill, Potomac Pizza, Kapnos Taverna and The Hotel at UMD (delayed from July 12) (Possible Special Session) (20)	Suellen Ferguson, City Attorney
8:00	4	Property Use Agreement with Moose Creek re: Transfer of liquor license from OpRock College Park Beverage, LLC, t/a Moose Creek Steak House to Ankur Patel, Managing Member/Authorized Person, Kevin Patel, Authorized Person, Kalpesh Patel, Authorized Person, Piyush Patel, Authorized Person, for a Class BH, Beer, Wine and Liquor License for the use of DC West Beverage, LLC, t/a Holiday Inn/Moose Creek Steakhouse, 10000 Baltimore Avenue, College Park – (10)	Suellen Ferguson, City Attorney
8:10	5	Terrapin Row proffer/pedestrian safety improvements around Toll development (delayed from July 12) (Possible Special Session) (20)	Terry Schum, Director of Planning
8:30	6	Removal of healthy trees from Wichita Avenue (15) Guests: City Forrester John Lea Cox and Joe Smith, TLB Chair	Bob Stumpff, Director of Public Works
8:45	7	Discussion of CBE recommendation for a project with the Environmental Finance Center (20) Guest: Janis Oppelt, Chair, CBE	Steve Beavers, Community Development Coordinator
9:05	8	Discussion of a food truck hub in the Innovation District and allowing food trucks to operate until midnight at the downtown College Park food truck hub (15) Guest: David Engle	Terry Schum, Director of Planning
9:20	9	Award of contract for stormwater management projects along Rhode Island Avenue and Narragansett Parkway (15)	Steve Beavers, Community Development Coordinator
9:35	10	Award of contract for design of Hollywood Streetscape Project (20)	Terry Schum, Director of Planning
9:55	11	Discussion of a banner policy for public buildings (may include a closed session for legal advice) (20)	Suellen Ferguson, City Attorney
10:15	12	Requests For/Status of Future Agenda items	Scott Somers, City Manager
10:20	13	Appointments to Boards and Committees	Mayor and Council
10:25	14	Mayor and Councilmember Comments	Mayor and Council
10:30	15	City Manager's Comments	Scott Somers, City Manager

CLOSED SESSION

To discuss a matter related to a negotiating strategy, consider matters related to the acquisition or sale of real property for a public purpose, and consider matters relating to a proposal for a business to locate in the County.

This agenda is subject to change. Item times are estimates only. For the most current information, please contact the City Clerk. In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office and describe the assistance that is necessary. City Clerk's Office: 240-487-3501

1

CPV-2016-03

9747

52nd

Avenue



Advisory Planning Commission
City of College Park
4500 Knox Road
College Park, Maryland 20740
Telephone: (240) 487-3538
Facsimile: (301) 887-0558

**NOTICE OF RECOMMENDATION (RESOLUTION)
OF THE
ADVISORY PLANNING COMMISSION
OF THE
CITY OF COLLEGE PARK**

RE: **Case No. CPV-2016-03 Name: Chao Guan Zhang**

Address: 9747 52nd Avenue, College Park, MD 20740

Enclosed herewith is a copy of the Recommendation setting forth the action taken by the Advisory Planning Commission of the City of College Park in your case on:

July 7, 2016

Public Hearing Date

CERTIFICATE OF SERVICE

This is to certify that on **July 18, 2016**, the above notice and attached Recommendation were mailed, postage prepaid, to all persons of record.

NOTICE

Within fifteen (15) calendar days from the date this notice was mailed any person of record may file exceptions to the Commission's recommendation, and a request for oral argument before the Mayor and Council. Exceptions shall be addressed to the City Clerk, 4500 Knox Road, College Park, Maryland 20740 by **August 2, 2016.**

Terry A. Schum
Planning Director

cc: Mayor & Council
City Attorney
Advisory Planning Commission
Parties of Record



Resolution of the Advisory Planning Commission of the City of College Park, Maryland, Regarding Variance Number CPV-2016-03, located at 9747 52nd Avenue, College Park, Maryland, recommending approval of a Variance from Section 27-120.01 (c) of the Prince George's County Zoning Ordinance, "Front Yards of Dwellings," to construct a driveway in the front yard, not to exceed an encroachment of 196 square feet.

WHEREAS, the City of College Park, Maryland (hereinafter, the "City") has, pursuant to §190-1 *et seq.* of the Code of the City of College Park ("City Code"), and in accordance with Section 27-924 of the Prince George's County Zoning Ordinance ("Zoning Ordinance"), enacted procedural regulations governing any or all of the following: departures from design and landscaping standards, parking and loading standards, sign design standards, and variances for lot size, setback, and similar requirements for land within the corporate boundaries of the City, alternative compliance from landscaping requirements, certification, revocation, and revision of nonconforming uses, and minor changes to approved special exceptions; and

WHEREAS, the City is authorized by §190-1 *et seq.* to grant an application for a variance where, by reason of exceptional narrowness, shallowness, shape, topography, or other extraordinary situation or condition of the specific parcel of property, the strict application of the Zoning Ordinance would result in peculiar and unusual practical difficulties or an exceptional or undue hardship upon the owner of the property, and a variance can be granted without substantial impairment of the intent, purpose and integrity of the General Plan or Master Plan; and

WHEREAS, the Advisory Planning Commission (hereinafter, "APC") is authorized by §190-3 of the City Code to hear requests for variances from the terms of the Zoning Ordinance with respect to lot size, setback, and similar requirements, including variances from Section 27-120.01(c) of the Zoning Ordinance, and to make recommendations to the City Council in connection therewith; and

WHEREAS, Section 27-120.01 (c) stipulates that no parking space, parking area, or parking structure other than a driveway no wider than its associated garage, carport, or other parking structure may be built in the front yard of a dwelling, except a townhouse or multifamily dwelling, in the area between the front street line and the sides of the dwelling; and

WHEREAS, on May 13, 2016, Chao Guan Zhang (the “Applicant”), submitted an application for a variance from Section 27-120.01(c) to permit an already constructed 14-foot by 14-foot driveway in front of the house at 9747 52nd Avenue, College Park, Maryland (the “Property”); and

WHEREAS, on July 7, 2016, the APC conducted a hearing on the merits of the variance application, at which the APC heard testimony and accepted evidence including the staff report, Exhibits 1-12, and the staff presentation with respect to whether the subject application meets the standards for a variance set forth in §190-4 of the City Code.

NOW, THEREFORE, BE IT RESOLVED by the Advisory Planning Commission of the City of College Park, with the following members present and voting: Lawrence Bleau, Rose Greene-Colby, Kate Kennedy (Acting Chair), James McFadden, and John Rigg that:

Section 1 Based on the evidence and testimony presented at the hearing with respect to the subject variance application, the APC makes the following findings of fact:

- 1.1 The Property is located at 9747 52nd Avenue in the Hollywood subdivision.
- 1.2 The Property is zoned R-55, single-family residential.
- 1.3 The Applicant has constructed a 23-foot wide driveway that encroaches 14-foot wide by 14-foot deep in front of the subject house.
- 1.4 The property is non-rectangular in shape. Its width ranges from 50 feet to 51.55 feet and its length varies from 90.39 feet to 102.95 feet.
- 1.5 The property has an area of 4,800 square feet.
- 1.6 The original house was constructed in 1950.
- 1.7 The house footprint is 34.5 feet wide by 24.0 feet deep or 828 square feet.
- 1.8 There is a 10-foot by 14-foot shed in the rear yard.
- 1.9 There is perimeter chain-link fencing along the side and rear property lines.
- 1.10 The immediate neighborhood is zoned R-55, single-family residential.
- 1.11 There are a limited number of driveways in the neighborhood, mainly single-wide, but driveways that encroach significantly in the front yard of the dwelling are not characteristic of this neighborhood.

- 1.12 Steep topography on the west side of 52nd Avenue limits the number of driveways and increases demand for on-street parking.
- 1.13 There is permit parking on 52nd Avenue.
- 1.14 The recommended driveway size for a single-wide driveway is 10 feet by 19 feet.
- 1.15 The Prince George's County Code, Sec. 23-139, requires a driveway setback of 3.5 feet from the side property line.
- 1.16 The driveway was built of concrete and expanded without a permit. The current concrete surface incorporates the driveway beginning at the fence/curb along the northern property line, the original walkway leading to the house and an additional six feet to the south of the walkway, and is a total twenty-three feet in width. A violation notice was issued on April 26, 2016.
- 1.17 A single-wide driveway apron was built in the right of way after the driveway was constructed, with a permit from the City.

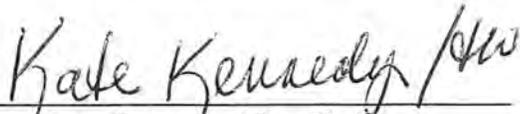
Section 2 The APC makes the following conclusions of law:

- 2.1 The narrow side yard (7.0-feet) combined with the driveway setback requirement (3.5-feet) makes it impossible to provide a functional driveway without encroaching in front of the house.
- 2.2 The strict application of the Zoning Ordinance will result in a peculiar and unusual practical difficulty to the Applicant by preventing him from providing any off-street parking. On-street parking is very limited in this area and the Applicant wants to park his vehicle on his Property due to crime and safety concerns. He has experienced theft from his car.
- 2.3 Granting the driveway variance will not substantially impair the intent and purpose of the applicable County General Plan or County Master Plan, if the variance is reduced to the minimum necessary to provide a driveway with a setback from the property line and separation between the driveway and walkway or other paved surface.

Section 3 Based on the evidence and testimony presented, and the findings of fact and conclusions of law set forth hereinabove, the APC recommends, by a 5-0-0 vote, approval of a variance from Section 27-120.01 (c) to encroach in the front yard (not to exceed 196 square feet) to allow up to a 10.5-foot by 19-foot driveway with the following conditions:

1. A setback from the northern side yard property line shall be provided by removing 3.5 feet of concrete driveway surface to comply with Prince George's County Code, Sec. 23-139.
2. A permanent separation, such as a grass strip or planter, measuring 2 feet in width for the entire length of the driveway, shall be created and maintained between the driveway and any walkway or other paved surface.

So recommended this 7th day of July, 2016
The Advisory Planning Commission of the
City of College Park, Maryland



Kate Kennedy, Vice Chair

Dated: 7-18-16

2

CPV-2016-07

5027

Mineola

Road



Advisory Planning Commission
City of College Park
4500 Knox Road
College Park, Maryland 20740
Telephone: (240) 487-3538
Facsimile: (301) 887-0558

**NOTICE OF RECOMMENDATION (RESOLUTION)
OF THE
ADVISORY PLANNING COMMISSION
OF THE
CITY OF COLLEGE PARK**

RE: Case No. CPV-2016-07 Name: Limin Zhao and Wenxin Ma
Address: 5027 Mineola Road, College Park, MD 20740

Enclosed herewith is a copy of the Recommendation setting forth the action taken by the Advisory Planning Commission of the City of College Park in your case on:

July 7, 2016

Public Hearing Date

CERTIFICATE OF SERVICE

This is to certify that on July 18, 2016, the above notice and attached Recommendation were mailed, postage prepaid, to all persons of record.

NOTICE

Within fifteen (15) calendar days from the date this notice was mailed any person of record may file exceptions to the Commission's recommendation, and a request for oral argument before the Mayor and Council. Exceptions shall be addressed to the City Clerk, 4500 Knox Road, College Park, Maryland 20740 by August 2, 2016.

Terry A. Schum
Planning Director

cc: Mayor & Council
City Attorney
Advisory Planning Commission
Parties of Record



Resolution of the Advisory Planning Commission of the City of College Park, Maryland, Regarding Variance Number CPV-2016-07, located at 5027 Mineola Road, College Park, Maryland, recommending approval of a Variance from Section 27-120.01 (c) of the Prince George's County Zoning Ordinance, "Front Yards of Dwellings," to construct a driveway in the front yard, not to exceed an encroachment of 5 feet in width by 19 feet in length.

WHEREAS, the City of College Park, Maryland (hereinafter, the "City") has, pursuant to §190-1 *et seq.* of the Code of the City of College Park ("City Code"), and in accordance with Section 27-924 of the Prince George's County Zoning Ordinance ("Zoning Ordinance"), enacted procedural regulations governing any or all of the following: departures from design and landscaping standards, parking and loading standards, sign design standards, and variances for lot size, setback, and similar requirements for land within the corporate boundaries of the City, alternative compliance from landscaping requirements, certification, revocation, and revision of nonconforming uses, and minor changes to approved special exceptions; and

WHEREAS, the City is authorized by §190-1 *et seq.* to grant an application for a variance where, by reason of exceptional narrowness, shallowness, shape, topography, or other extraordinary situation or condition of the specific parcel of property, the strict application of the Zoning Ordinance would result in peculiar and unusual practical difficulties or an exceptional or undue hardship upon the owner of the property, and a variance can be granted without substantial impairment of the intent, purpose and integrity of the General Plan or Master Plan; and

WHEREAS, the Advisory Planning Commission (hereinafter, "APC") is authorized by §190-3 of the City Code to hear requests for variances from the terms of the Zoning Ordinance with respect to lot size, setback, and similar requirements, including variances from Section 27-120.01(c) of the Zoning Ordinance and to make recommendations to the City Council in connection therewith; and

WHEREAS, Section 27-120.01 (c) stipulates that no parking space, parking area, or parking structure other than a driveway no wider than its associated garage, carport, or other parking structure may be built in the front yard of a dwelling, except a townhouse or multifamily dwelling, in the area between the front street line and the sides of the dwelling; and

WHEREAS, on June 9, 2016, Limin Zhao and Wenxin Ma (the “Applicants”), submitted an application for a variance from Section 27-120.01(c) to permit construction of a 10-foot by 19-foot driveway in front of the house at 5027 Mineola Road, College Park, Maryland (the “Property”); and

WHEREAS, on July 7, 2016, the APC conducted a hearing on the merits of the variance application, at which the APC heard testimony and accepted evidence including the staff report, Exhibits 1-7, and the staff presentation with respect to whether the subject application meets the standards for a variance set forth in §190-4 of the City Code.

NOW, THEREFORE, BE IT RESOLVED by the Advisory Planning Commission of the City of College Park, with the following members present and voting, Lawrence Bleau, Rose Greene-Colby, Kate Kennedy (Acting Chair), James McFadden, and John Rigg that:

Section 1 Based on the evidence and testimony presented at the hearing with respect to the subject variance application, the APC makes the following findings of fact:

- 1.1 The Property is located at 5027 Mineola Road in the Hollywood subdivision.
- 1.2 The Property is zoned R-55, single-family residential.
- 1.3 The Applicant is proposing to construct a single-wide driveway and curb-cut.
- 1.4 The Property, 50-feet in width by 100-feet in length, is rectangular in shape and has an area of 5,000 square feet.
- 1.5 The original house was constructed in 1950.
- 1.6 The house footprint is 34.6 feet wide by 24.0 feet deep or 830.4 square feet.
- 1.7 The immediate neighborhood is zoned R-55, single-family residential.
- 1.8 Steep topography on the north side of Mineola Road limits the number of driveways and increases demand for on-street parking.
- 1.9 There is no permit parking on Mineola Road.
- 1.10 Single-wide driveways partially encroaching in front of the house are a characteristic of this neighborhood.
- 1.11 The Property does not currently have any driveway or curb-cut.
- 1.12 The Property is the only property on the south side of the block without a driveway.
- 1.13 The recommended driveway size for a single-wide driveway is 10 feet by 19 feet.

- 1.14 The Prince George's County Code, Sec. 23-139, requires a driveway setback of 3.5 feet from the side property line.

Section 2 The APC makes the following conclusions of law:

- 2.1 The narrow side yard (8.0-feet) combined with the County driveway setback requirement (3.5-feet), makes it impossible to provide a functional driveway without encroaching in front of the house.
- 2.2 The strict application of the Zoning Ordinance will result in a peculiar and unusual practical difficulty to the Applicants by preventing them from having any off-street parking, a practice shared by most of the properties on their side of the street. On-street parking is very limited in this area. The Applicants wants to park their vehicle on their Property due to crime and concern over the safety of their young children. Their car was hit twice while parked on the street and was scratched.
- 2.3 Granting the driveway variance will not substantially impair the intent and purpose of the applicable County General Plan or County Master Plan. A single-wide driveway partially encroaching in front of the house is characteristic of this neighborhood and is the minimum necessary to provide the needed off-street parking.

Section 3 Based on the evidence and testimony presented, and the findings of fact and conclusions of law set forth hereinabove, the APC recommends, by a 5-0-0 vote, approval of a variance from Section 27-120.01 (c) to encroach not more than 5 feet in width and 19 feet in length or 95 square feet of parking area in the front of the dwelling in order to accommodate a single-wide driveway.

So recommended this 7th day of July, 2016
The Advisory Planning Commission of the
City of College Park, Maryland



Kate Kennedy, Vice Chair

Dated: 7-18-16

3

PUAs for
Old Maryland Grill
Potomac Pizza
Kapnos Taverna
The Hotel at
UMD

**CITY OF COLLEGE PARK, MARYLAND
WORK SESSION AGENDA ITEM**



Prepared By: Suellen M. Ferguson, Esq.
City Attorney

Meeting Date: August 3, 2016

Presented By: Suellen M. Ferguson, Esq.
City Attorney

Consent Agenda: No

Originating Department: City Attorney

Action Requested: Approval of or no opposition to issuance of a Class B (BH) beer, wine and liquor license to The Hotel at UMCP ABC, LLC, to include Old Maryland Grill, and Class B (BLX) beer, wine and liquor licenses to Kapnos Taverna, and Potomac Pizza, all located at 7777 Baltimore Avenue, subject to the Applicants entering into a Property Use Agreement with the City.

Strategic Plan Goal: Goal #3 High Quality Development and Reinvestment

Background/Justification:

The Hotel at UMCP ABC, LLC, t/a The Hotel at the University of Maryland, and Richard Hillman, David Hillman and Anthony Izzo have applied for a Class B (BH) beer, wine and liquor license. This application was made contemporaneously with applications for Class B (BLX) beer, wine and liquor licenses for Potomac Pizza, Kapnos Taverna, and Old Maryland Grill, all to be located at The Hotel at the University of Maryland. The application for Old Maryland Grill was changed to be part of the application for The Hotel. The applicants appeared before Council at its July 12 Council meeting. At that time, the applicants requested additional time to reach agreement on the Property Use Agreements. Draft Property Use Agreements for all Applicants are attached for Council consideration. The Applicants have requested a 50/50 alcohol to food ratio. Potomac Pizza has requested the ability to serve beer in pitchers. Both the Maryland Grill and Potomac Pizza will have patio areas. Live music will be allowed at Maryland Grill and in the Hotel facility. An exemption from special entertainment permit requirements may be sought by one or more of the Applicants. The Board of License Commissioners heard this item on July 26, 2016, and agreed to continue the hearing to allow the City to comment. The new hearing date is August 23.

Fiscal Impact:

None.

Council Options:

- #1: Approve the draft PUAs as proposed, and support or not oppose the Class B(BH) and BLX licenses
- #2: Approve the draft PUAs with changes, and support or not oppose the Class B(BH) and BLX licenses
- #3: Oppose the Class B (BH) and Class B (BLX) licenses

Staff Recommendation:

#1:

Recommended Motion:

I move that the City Council support (or not oppose) the issuance of a Class B (BH) beer, wine and liquor license to The Hotel at the University of Maryland, to include the Old Maryland Grill and Class B (BLX) beer, wine and liquor licenses to Kapnos Taverna and Potomac Pizza, subject to the applicants entering into Property Use Agreements with the City in substantially the forms as attached; authorize the City Manager to sign the PUAs; and authorize staff to testify to the Council's position at the BOLC hearing.

Attachments:

1. BOLC Notice of Public Hearing
2. Draft Property Use Agreements
4. Menus and floor plans

PROPERTY USE AGREEMENT

THIS PROPERTY USE AGREEMENT (the "Agreement") is made as of the _____ day of July, 2016, by and between Old Maryland Grill, LLC, t/a Old Maryland Grill, and Michael Franklin, Member and Authorized Person, (collectively "Licensee"); and the CITY OF COLLEGE PARK, a Maryland municipal corporation (the "City").

WITNESSETH

WHEREAS, UMCPF Property III, LLC, is the owner of the property, and The Hotel at UMCP, LLC is the owner of the hotel on the property, located at 7777 Baltimore Avenue, Suite C, College Park, Maryland 20740 (the "Property"); and

WHEREAS, Licensee is a tenant at the Property; and

WHEREAS, the Property is located within the corporate limits of the City of College Park, Maryland; and

WHEREAS, Licensee, shall be using the Class BH, Beer, Wine and Liquor license ("License") for which t/a The Hotel has applied to the Board of Liquor License Commissioners of Prince George's County until such time as Licensee acquires a license in its own name; and

WHEREAS, the Licensee has requested the support of the City for the use of the License for use at the Property; and

WHEREAS, in consideration of the covenants contained in this Agreement, the City will **support/voice no objection** to the Licensee's application

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and hearing for issuance of the License to the Property, subject to the terms, conditions and restrictions contained herein.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Repair and Maintenance of the Property. Licensee shall, from and after the date hereof, continue to keep the Property under its control in good order and repair, and free of debris and graffiti.

2. Restrictions. Except with the express written consent of the City, which consent may be withheld in the City's sole and absolute discretion, during the period that Licensee is using or has any interest in the Property, and is using the License, the use of the Property shall be restricted to the operation of Old Maryland Grill ("Restaurant") or another substantially similar casual dining restaurant, which receives not more than fifty percent (50%) of its average daily receipts over any three consecutive monthly periods from the sale of alcoholic beverages, and which complies strictly with the restrictions and requirements of the State of Maryland and Prince George's County Alcoholic Beverage License. The calculation of the percentage of alcoholic beverages sold shall include the full cost of any such beverage, and not just the alcohol contained in the beverage. Licensee will provide the City, by January 25 of each year, with summaries of each month's receipts for the sales of alcoholic beverages and food for the preceding calendar year, and, at any time, such information in such form as the City may reasonably require to permit the verification of sales required in this paragraph 2 of

this Agreement. Such information need not be prepared by an accountant or auditor, but must be accompanied by a general affidavit signed by the Licensees affirming the accuracy of the information provided. Licensee may be required by the City to provide information to permit verification of the sales ratios required in this paragraph, including daily register receipts and the identity of, and invoices from, its alcohol and food suppliers. Any such information provided by Licensee that is claimed to be confidential shall be so marked by Licensee and the City will treat such record as confidential as allowed by law.

3. Use of Property. Except as otherwise set forth herein, those uses of the Property permitted by the applicable zoning for the Property shall be permitted uses for the purposes of this Agreement. In addition, the Property shall be subject to all of the restrictions imposed by the applicable zoning for the Property.

4. Noises and Nuisances. Licensee shall not permit any nuisance to be maintained, allowed or permitted on any part of the Property, and no use of the Property shall be made or permitted which may be noxious or detrimental to health or which may become an annoyance or nuisance to persons or businesses on surrounding property.

5. Operations. Licensee shall maintain and operate the Restaurant in a manner that all seats are available for dining, no area is designated solely for the consumption of alcoholic beverages, and no sales of alcoholic beverages for off-sale consumption shall be allowed, except for partially consumed bottles of wine purchased at the Restaurant as allowed pursuant to

Maryland law. Alcoholic beverages will not be sold or served prior to 6:30 a.m. or after 2:00 a.m. Happy hour or like events shall be limited to 3:00 p.m. to 7:00 p.m.

Deleted: 1

Food from a regular menu must be served at all times that the premises are open for business. At all times, at least 80% of the items listed on the regular menu shall be available for customers to order. The proposed menus provided by Licensee are attached as Exhibit A. Licensee shall ensure music levels that allow patron conversation in a normal tone of voice, and prohibit disruptive or rowdy behavior that disturbs the peaceful enjoyment of the facility by Licensee's patrons and other persons visiting the facility. Music is allowed on the patio. In the event that complaints as to the sound level on the patio are received by the City, the parties agree to review this condition, with further limitation of music on the outside patio, if justified, not to be unreasonably refused by Licensee. Cover and door charges will be not charged for entry to the Property. Alcoholic beverages shall be served to diners at tables, bars or counters inside the restaurant or on the outdoor patio, and patrons standing in the bar area. The parties recognize that, during private parties, not all patrons may be seated, but that food will be served. The minimum price for alcoholic beverages, including 16 oz. beers, shall be \$2.00. Licensee may not sell beer in pitchers. Licensee will maintain all dining areas, including tables and chairs, inside the facility or on the outside patio area. Licensee shall ensure that the interior of the restaurant, including service areas, remains clean and graffiti free. The interior and exterior of the Property shall be rodent free. Licensee shall not allow grease, dirt, trash or graffiti to accumulate on any portion of the exterior of the Property that Licensee controls. Licensee agrees to fully

comply with all applicable laws, including without limitation Subtitle 12, "Health", of the Prince George's County Code, and the Code of the City of College Park. Licensee shall not engage in window advertising of the sale of beer, wine, or liquor nor off-premises leafleting of cars or on public right of way promoting the sale of beer, wine or liquor. All off-premises advertising of specials, happy hours or reduced prices for beer, wine or liquor shall be limited to promotions coupling the sale or service of food with the sale of alcoholic beverages. Licensee shall use an identification scanner system, designed to recognize false identification, prior to making alcoholic beverage sales. ~~Licensee will not accept State of Maryland vertical type licenses as proof of age.~~

Deleted: The scanner shall be used for all persons who appear to be under the age of thirty five (35) years.

Licensee shall not rent the facilities to individuals or businesses involved in promoting or making a business or profit from producing musical, band or disc jockey events. Licensee shall not provide tables, such as a beer pong table, whose purpose is for use in drinking games. Licensee shall not sponsor or support drinking games within the Property.

6. Enforcement. The City shall have the right to enforce, by any proceeding at law or in equity, including injunction, all restrictions, terms, conditions, covenants and agreements imposed upon the Property and/or Licensee pursuant to the provisions of this Agreement. The parties agree that if Licensee should breach the terms of the Agreement, the City would not have an adequate remedy at law and would be entitled to bring an action in equity for specific performance of the terms of this Agreement. In the event of a violation of paragraph 2 of this Agreement, Licensee shall have sixty (60) days from the date

of notification of the violation to adjust operations and achieve compliance, as measured during the sixty (60) day period, with the requirements of paragraph 2 of this Agreement. In the event the City is required to enforce this Agreement and Licensee is determined to have violated any provision of this Agreement, Licensee will reimburse the City for all costs of the proceeding including reasonable attorney's fees. Should Licensee prevail in any action brought by the City to enforce a provision of this Agreement, the City shall reimburse Licensee for all costs of the proceeding including reasonable attorney's fees.

7. Waiver. Neither any failure nor any delay on the part of the City in exercising any right, power or remedy hereunder or under applicable law shall operate as a waiver thereof nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

8. Assignment of License. In consideration for the City voicing **support/no objection** to Licensee's application for the new License, Licensee agrees that it shall not sell, transfer, or otherwise assign its rights under the License to any entity or individual for use or operation within the City without the express prior written consent of the City, which consent will not be unreasonably withheld.

9. Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the respective affiliates, transferees, successors and assigns of the parties hereto.

10. Scope and Duration of Restrictions. The restrictions, conditions and covenants imposed by this Agreement shall be valid only so long as Licensee maintains a License at the Restaurant, or some other substantially similar casual dining restaurant.

11. Security. Pursuant to Article 2B, §6-201(r)(19) of the Annotated Code of Maryland, Licensee is required to obtain a License for special entertainment or to obtain an exemption. Prior to seeking or operating under a License for special entertainment or an exemption, Licensee agrees that it shall first present to the City its plans for entertainment as well as for any required security. For any activities authorized by such a license or exemption, the Licensee shall have and maintain a Security Plan to prevent the Property and any such activities from posing a threat to the peace and safety of the surrounding area. The Security Plan shall, at minimum, comply with the requirements of the Board of License Commissioners. Any required Security Plan for the Licensee is subject to review and revision annually or upon request by Prince George's County Police, the University of Maryland Police or the City of College Park.

a. Licensee shall diligently enforce ID policies through trained and certified managers and employees. Licensee agrees to take all necessary measures to ensure that under age persons do not obtain alcoholic beverages.

b. All personnel involved in the sale of alcohol and all managers shall be trained in a State approved alcohol awareness program before serving alcohol.

c. All serving, bar, security and management employees will be 18 years or older.¹² Notices. All notices given hereunder shall be in writing and shall be

deemed to have been given when hand delivered against receipt of three (3) days after deposit with the United States Postal Service, as registered or certified mail, return receipt requested, postage prepaid, addressed:

- (i) If to Licensee:

Michael Franklin
c/o Franklins
5121 Baltimore Avenue
Hyattsville, MD 20781

with a copy to:

Linda Carter, Esq.
Meyers, Rodbell & Rosenbaum, P.A.
6801 Kenilworth Ave., Ste 400
Riverdale Park, MD 20737

- (ii) If to the City:

Scott Somers
City Manager
City of College Park
4500 Knox Road
College Park, Maryland 20740

with copy to:

Suellen M. Ferguson, Esquire
Council, Baradel, Kosmerl & Nolan P.A.
125 West Street, 4th Floor
P.O. Box 2289
Annapolis, MD 21404

13. Amendments. This Agreement may not be amended or modified except in writing executed by all parties hereto, and no waiver of any provision or consent hereunder shall be effective unless executed in writing by the waiving or consenting party.

14. Severability. The provisions of this Agreement shall be deemed severable, so that if any provision hereof is declared invalid, all other provisions of this Agreement shall continue in full force and effect.

15. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland.

16. Counterparts. This Agreement may be executed in any number of counterparts each of which shall constitute an original and all of which together shall constitute one agreement.

17. Headlines. The headings or titles herein are for convenience of reference only and shall not affect the meaning or interpretation of the contents of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

WITNESS/ATTEST

OLD MARYLAND GRILL, LLC

Michael Franklin, Member,
Authorized Person

WITNESS/ATTEST

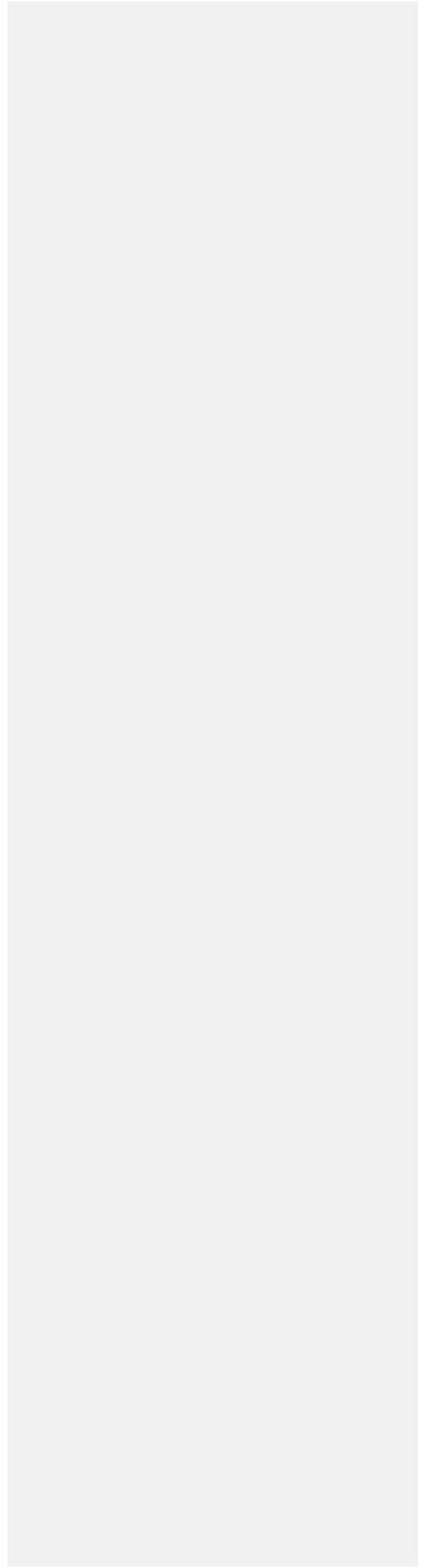
CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Scott Somers, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Suellen M. Ferguson, City Attorney



MARYLAND GRILL

BY MIKE FRANKLIN

DINNER – JANUARY 18, 2017

SNACKS

SOFT PRETZELS	\$5
SEA SALT AND HONEY MUSTARD DIP	
DEVILED EGGS.....	\$5
W/ PICKLED THINGS	
“OLD” HAM BISCUITS	\$7
W/ PEPPER JELLY AND BUTTER	
WEE LITTLE CORN DOGS	\$7
MINI BINKERT HOTDOGS DIPPED IN CORNMEAL BATTER SERVED W/ HONEY MUSTARD	
FRIED LOLLIPOP KALE	\$5
W/ LEMON AND HOT SAUCE	

STARTERS

STEAK TARTAR.....	\$12
TRADITIONAL W/ DRY AGED ROSEDA TENDERLOIN, LOCAL RAW EGG, TOASTS	
BEEF TARTAR (WINK WINK)	\$10
MINCED BEETS, SHALLOTS, CORNICHONS, CAPERS, MAYONNAISE, AND WORCESTERSHIRE. SERVED W/ TOAST POINTS AND APPROPRIATE GARNISHES	
POLENTA AND MUSHROOMS	\$11
ASSORTED WILD MUSHROOMS SAUTÉED WITH SHALLOT AND COGNAC ON FRIED POLENTA ROUNDS	
OYSTER FRITTER.....	\$12
PAN FRIED EASTERN SHORE GOODNESS W/HORSERADISH CREAM SAUCE	
KIND OF BLUE.....	\$10
HOUSE SMOKED AND MIRIN MARINATED BLUEFISH PATE, TOAST POINTS, PICKLED RADISH	
BAKED OYSTERS	\$12
W/ AGED COUNTRY HAM, FISH PEPPERS AND BUTTER	
CRAB DIP	\$15
LUMP CRAB, SHERRY, SWEET ONIONS, CHEDDAR CHEESE, AND SOFT PRETZELS TO DIP	

SOUPS

GRANDMA'S MARYLAND CRAB.....	\$8
BUTTERNUT SQUASH BISQUE.....	\$6
W/ BALSAMIC GLAZED CANDY ONIONS AND CHERRY GLEN GOAT CHEESE	
OYSTER AND CORN CHOWDER.....	\$8

SALADS

MIXED.....	\$6
W/ RED WINE VINAIGRETTE AND CRISPY SHALLOTS	
CAESAR SALAD	\$9
W/ WHITE ANCHOVY	
FARMERS' SALAD	\$11
ASSORTED RAW, COOKED, AND PICKLED VEGETABLES, CHERRY GLEN GOAT CHEESE, HERB VINAIGRETTE AND BIBB LETTUCE	
APPLES AND CELERY ROOT.....	\$11
W/ FIELD GREENS, DRIED CRANBERRIES, WALNUTS AND HONEY SHERRY VINAIGRETTE	

ADD TO A SALAD

GRILLED CHICKEN \$5	FRIED OYSTERS \$8
ROSEDA TENDERLOIN \$10	J. LUMP CRAB CAKE \$15

ENTRÉES
THE MAINLAND

DRY AGED ROSEDA FARMS STEAKS

FROM MONKTON, MD
AND OUR INFRARED BROILER

NY STRIP (14 oz)	FILET MIGNON (10 oz)	RIBEYE (16 oz)	COWBOY STEAK (26 oz)
\$49	\$45	\$50	\$56

WITH ONE SIDE DISH

ADD WILD MUSHROOM RAGOUT \$6	ADD BOURDALAISE SAUCE \$4
ADD HOUSE STEAK SAUCE \$4	ADD CHIMICHURRI SAUCE \$3

AS A CARPETBAGGER (4 FRIED OYSTER) ADD \$8 AS STEAK & CAKE (1 CRAB CAKE) ADD \$14

DOUBLE-BONED, LOCAL PORK RIB CHOP.....\$31
SMOKE ROASTED, ROSTI POTATO, MUSTARD SAUCE, CRANBERRY CHUTNEY

ROOT VEGETABLE CASSOULET..... \$21
GARLICKY WHITE BEANS, CELERY ROOT, RUTABAGA, CANDY ONIONS, CARROTS
TOPPED W/ BUTTERED BREAD CRUMBS

DUCK BREAST AND SWEET POTATO GNOCCHI..... \$32
W/ DUCK SAUSAGE, PICKLED CHERRY SAUCE, AND GRILLED GREEN BEANS

BRINED AND FRIED 1/2 MARYLAND CHICKEN..... \$24
WHIPPED POTATOES, SPICY KALE AND CABBAGE, WHITE GRAVY

THE MG BURGER..... \$15
10 OZ OF ROSEDA DRY-AGED GROUND BEEF ON HOMEMADE POTATO ROLL SERVED W/HAND CUT
FRIES

UNCLE JOHN'S FARMERHOUSE CHEDDAR OR GRUYERE..... \$1 EA

CHERRY GLEN FARMS GOAT, LOCAL BLEU, KNUESKE SMOKED BACON \$2 EA

CARAMELIZED OR RAW ONION..... \$0EA

THE SHORE AND BAY

JUMBO LUMP CRAB CAKESINGLE \$21.....DOUBLE \$36
MUSTARD CREAM, SIMPLE SLAW AND FRESH CUT FRIES

FRIED CHEASAPEAKE OYSTERS \$25
FRIES, SIMPLE SLAW, TARTAR SAUCE, FRIED LEMONS

FRIED MIXED SEAFOOD PLATTER \$36
SCALLOPS, OYSTERS, CRABCAKE, FRIES, SIMPLE SLAW, TARTER SAUCE, AND FRIED LEMONS

BROILED MIXED SEAFOOD PLATTER #1 \$39
IMPERIAL STUFFED FLUKE, SCALLOPS, ROCKFISH, GRILLED GREEN BEANS, WHIPPED POTATOES

BROILED MIXED SEAFOOD PLATTER #2..... \$39
CRABCAKE, ROCKFISH, OYSTERS W/HAM & FISH PEPPERS, GRILLED GREEN BEANS, WHIPPED POTATOES

CLASSIC CRAB IMPERIAL\$36
JUMBO LUMP CRAB IN CREAMY CAPER MIX, GRILLED GREEN BEANS, WHIPPED POTATOES

BROILED FLUKE STUFFED W/ CRAB IMPERIAL..... \$34
GRILLED GREEN BEANS, POTATO PUREE

SAUTÉED ROCKFISH\$33
BUTTERNUT SQUASH PUREE, GLAZED CANDY ONIONS AND, LEMON BUTTER SAUCE

GRILLED SWORDFISH\$32
WITH SMOKED PEE WEE POTATOES, CHOWCHOW

SIDES

HAND CUT FRIES \$6	SPICY BRAISED KALE AND CABBAGE\$6
SIMPLE SLAW \$6	ROSTI POTATO.....\$6
WHIPPED POTATOES \$6	SIMPLY GRILLED GREEN BEANS\$6
POLENTA ROUNDS \$6	SMOKED PEE WEE POTATOES\$6

PLEASE ASK FOR A LIST OF OYSTERS ON THE HALF SHELL

WARNING: CONSUMING RAW OR UNDERCOOKED ANIMAL FOODS MAY INCREASE YOUR RISK
OF CONTRACTING A FOODBORNE ILLNESS, ESPECIALLY IF YOU HAVE CERTAIN MEDICAL CONDITIONS

FINISH PLAN

CONFIDENTIAL

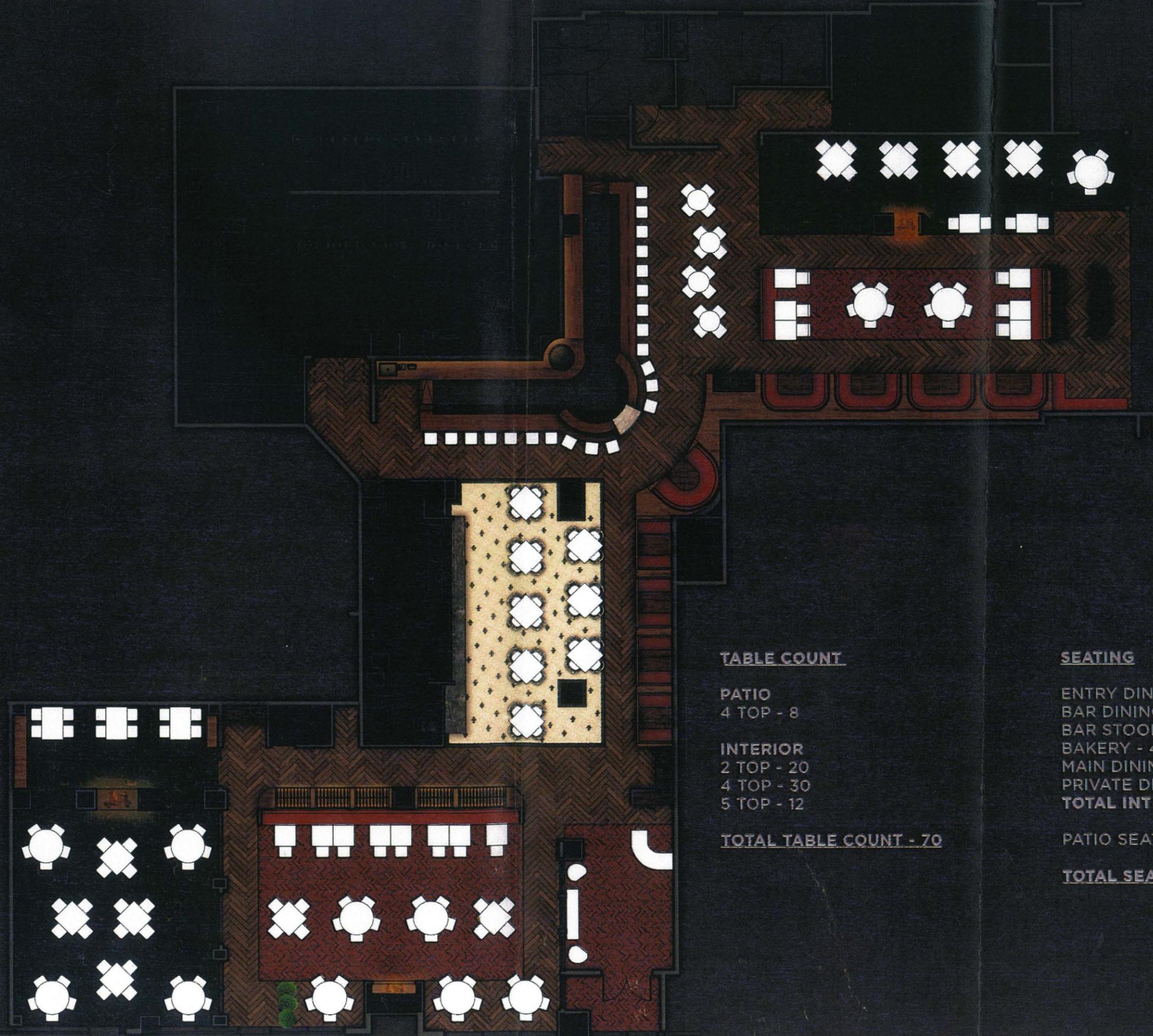


TABLE COUNT

PATIO
4 TOP - 8

INTERIOR
2 TOP - 20
4 TOP - 30
5 TOP - 12

TOTAL TABLE COUNT - 70

SEATING

ENTRY DINING - 63
BAR DINING - 20
BAR STOOLS - 22
BAKERY - 40
MAIN DINING - 49
PRIVATE DINING - 48
TOTAL INTERIOR SEATING - 242

PATIO SEATING - 32

TOTAL SEATING - 274

PROPERTY USE AGREEMENT

THIS PROPERTY USE AGREEMENT (the "Agreement") is made as of the _____ day of July, 2016, by and between Pizza Zone of College Park, LLC, t/a Potomac Pizza, and Adam B. Greenberg, Member and Authorized Person, (collectively "Licensee"); and the CITY OF COLLEGE PARK, a Maryland municipal corporation (the "City").

WITNESSETH

WHEREAS, UMCPF Property III, LLC, is the owner of the property, and The Hotel at UMCP, LLC is the owner of the hotel on the property, located at 7777 Baltimore Avenue, College Park, Maryland 20740 (the "Property"); and

WHEREAS, Licensee is a tenant at 7777 Baltimore Avenue, Suite D, College Park, Maryland 20740 (the "Premises"); and

WHEREAS, the Premises is located within the corporate limits of the City of College Park, Maryland; and

WHEREAS, Licensee has applied to the Board of Liquor License Commissioners of Prince George's County, for the issuance of a Class B(BLX), Beer, Wine and Liquor License ("License") for use at the Premises; and

WHEREAS, the Licensee has requested the support of the City for the issuance of the License for use at the Premises; and

WHEREAS, in consideration of the covenants contained in this Agreement, the City will **support/voice no objection** to the Licensee's application and hearing for issuance of the License to the Premises, subject to the terms, conditions and restrictions contained herein.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Repair and Maintenance of the Premises. Licensee shall, from and after the date hereof, continue to keep the Premises under its control in good order and repair, and free of debris and graffiti.

2. Restrictions. Except with the express written consent of the City, which consent may be withheld in the City's sole and absolute discretion, during the period that Licensee is using or has any interest in the Property, and is using the License, the use of the Premises shall be restricted to the operation of Potomac Pizza ("Restaurant") or another substantially similar casual dining restaurant, which receives not more than fifty percent (50%) of its average daily receipts over any three consecutive monthly periods from the sale of alcoholic beverages, and which complies strictly with the restrictions and requirements of the State of Maryland/Prince George's County Class B License or such other license as the Board may subsequently issue. The calculation of the percentage of alcoholic beverages sold shall include the full cost of any such beverage, and not just the alcohol contained in the beverage. Licensee will provide the City, by January 25 of each year, with summaries of each month's receipts for the sales of alcoholic beverages and food for the preceding calendar year, and, at any time, such information in such form as the City may reasonably require to permit the verification of sales required in this paragraph 2 of this Agreement. Such information need not be prepared by an accountant or auditor, but must be

accompanied by a general affidavit signed by the Licensees affirming the accuracy of the information provided. Licensee may be required by the City to provide information to permit verification of the sales ratios required in this paragraph, including daily register receipts and the identity of, and invoices from, its alcohol and food suppliers. Any such information provided by Licensee that is claimed to be confidential shall be so marked by Licensee and the City will treat such record as confidential as allowed by law.

3. Use of Premises. Except as otherwise set forth herein, those uses of the Premises permitted by the applicable zoning for the Property shall be permitted uses for the purposes of this Agreement. In addition, the Premises shall be subject to all of the restrictions imposed by the applicable zoning for the Property.

4. Noises and Nuisances. Licensee shall not permit any nuisance to be maintained, allowed or permitted on any part of the Premises, and no use of the Premises shall be made or permitted which may be noxious or detrimental to health or which may become an annoyance or nuisance to persons or businesses on surrounding property.

5. Operations. Licensee shall maintain and operate the Restaurant in a manner that all seats are available for dining, no area is designated solely for the consumption of alcoholic beverages, and no sales of alcoholic beverages for off-sale consumption shall be allowed, except for partially consumed bottles of wine purchased at the Restaurant as allowed pursuant to Maryland law. Alcoholic beverages will not be sold or served prior to 6:00 a.m. or

after 2:00 a.m.. Happy hour or like events shall be limited to 3:00 p.m. to 7:00 p.m. Food from a regular menu must be served at all times that the premises are open for business. At all times, at least 80% of the items listed on the regular menu shall be available for customers to order. The proposed menu provided by Licensee is attached as Exhibit A. Licensee shall ensure music levels that allow patron conversation in a normal tone of voice, and prohibit disruptive or rowdy behavior that disturbs the peaceful enjoyment of the facility by Licensee's patrons and other persons visiting the facility. Cover and door charges will be not charged for entry to the Premises. Alcoholic beverages shall be served only to diners sitting at tables, bars or counters inside the restaurant or on the patio, and patrons standing waiting for a table. The parties recognize that, during private parties, not all patrons may be seated, but that food will be served. The minimum price for alcoholic beverages, including 16 oz. beers, shall be \$2.00. Licensee may sell beer in pitchers provided the pitchers of beer are each sold for at least \$8.00, for the convenience and accommodation of customers. Licensee will maintain all dining areas, including tables and chairs, inside the facility or on the patio. Licensee shall ensure that the interior of the restaurant, including service areas, remains clean and graffiti free. The interior and exterior of the Premises shall be rodent free. Licensee shall not allow grease, dirt, trash or graffiti to accumulate on any portion of the exterior of the Property that Licensee controls. Licensee agrees to fully comply with all applicable laws, including without limitation Subtitle 12, "Health", of the Prince George's County Code, and the Code of the City of College Park. Licensee shall not engage in window advertising of the sale of beer, wine, or liquor

nor off-premises leafleting of cars or on public right of way promoting the sale of beer, wine or liquor. All off-premises advertising of specials, happy hours or reduced prices for beer, wine or liquor shall be limited to promotions coupling the sale or service of food with the sale of alcoholic beverages. Licensee shall have an identification scanner system, designed to recognize false identification, and shall employ use of said scanner prior to making alcoholic beverage sales to individuals who appear to be under the age of thirty five (35) years. Licensee will not accept State of Maryland vertical type licenses as proof of age.

Licensee shall not rent the Premises to individuals or businesses involved in promoting or making a business or profit from producing musical, band or disc jockey events. Licensee shall not provide tables, such as a beer pong table, whose purpose is for use in drinking games. Licensee shall not sponsor or support drinking games within the Property.

6. Enforcement. The City shall have the right to enforce, by any proceeding at law or in equity, including injunction, all restrictions, terms, conditions, covenants and agreements imposed upon the Premises and/or Licensee pursuant to the provisions of this Agreement. The parties agree that if Licensee should breach the terms of the Agreement, the City would not have an adequate remedy at law and would be entitled to bring an action in equity for specific performance of the terms of this Agreement. In the event of a violation of paragraph 2 of this Agreement, Licensee shall have sixty (60) days from the date of notification of the violation to adjust operations and achieve compliance, as measured during the sixty (60) day period, with the requirements of paragraph 2 of

this Agreement. In the event the City is required to enforce this Agreement and Licensee is determined to have violated any provision of this Agreement, Licensee will reimburse the City for all costs of the proceeding including reasonable attorney's fees. Should Licensee prevail in any action brought by the City to enforce a provision of this Agreement, the City shall reimburse Licensee for all costs of the proceeding including reasonable attorney's fees.

7. Waiver. Neither any failure nor any delay on the part of the City in exercising any right, power or remedy hereunder or under applicable law shall operate as a waiver thereof nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

8. Assignment of License. In consideration for the City voicing **support/no objection** to Licensee's application for the new License, Licensee agrees that it shall not sell, transfer, or otherwise assign its rights under the License to any entity or individual for use or operation within the City without the express prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed.

9. Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the respective affiliates, transferees, successors and assigns of the parties hereto.

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12. Notices. All notices given hereunder shall be in writing and shall be deemed to have been given when hand delivered against receipt of three (3) days after deposit with the United States Postal Service, as registered or

certified mail, return receipt requested, postage prepaid, addressed: (i)

If to Licensee:

Pizza Zone of College Park, LLC
Attn: Adam Greenberg
P.O. Box 59160
Potomac, Maryland 20859-9160

with copies to:

Linda Carter, Esq.
Meyers, Rodbell & Rosenbaum, P.A.
6801 Kenilworth Ave., Ste 400
Riverdale Park, MD 20737

And

(ii)

If to the City:

Scott Somers
City Manager
City of College Park
4500 Knox Road
College Park, Maryland 20740

with copy to:

Suellen M. Ferguson, Esquire
Council, Baradel, Kosmerl & Nolan P.A.
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P.O. Box 2289
Annapolis, MD 21404

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17. Headlines. The headings or titles herein are for convenience of reference only and shall not affect the meaning or interpretation of the contents of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

WITNESS/ATTEST

PIZZA ZONE OF COLLEGE PARK, LLC

By: _____
Adam B. Greenberg,
Managing Member, Authorized
Person

WITNESS/ATTEST

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Scott Somers, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____

APPETIZERS

We fry in 100% trim fat free and cholesterol free oils.

French Fries 2.99 - 5.99
Old-Fashioned, made to order.

Blake's Cheese Fries 4.29 - 6.99
Our famous fries topped with Monterey Jack and Cheddar cheese. Each dressing on the side for dipping.

Add bacon or jalapeños \$2.50, \$3.50

Onion Rings 5.49

Carli's Knits 4.79

Flourless and dusted in garlic butter.

Chicken tenders 7.49

Served with honey mustard or barbecue sauce on the side.

Homarus with Toasted Pita 6.99

A combination of fresh chickpeas, a touch of garlic and thyme, served with toasted pita.

Soup of the Day

cap. 1.49 - bowl 1.99



FROM THE GARDEN

Served with your choice of dressing on the side.

Balsamic Vinaigrette, Bleu Cheese, Caesar, Homemade Greek, Honey Mustard, Hoisin, Old-Fashioned, Ranch and Thousand Island **and Dressings** - Garlic Oil Vinaigrette and Roasted Vegetable **and Pasta Dressings** - Italian and Ranch.

Add Grilled Chicken Breast to any salad 3.50
Add Grilled Tuna Steak to any salad 4.50

Roasted Salad 6.99 - 8.99
Tomatoes, cucumbers and carrots, served on a bed of mixed greens.

Caesar Salad 6.99 - 7.99
Crisp romaine lettuce tossed with homemade caesar dressing, Parmesan cheese and Cheddar dressing.

Greek Salad 6.99 - 8.99
Pita cheese, red onions, kalamata olives and pepperoncini served on a bed of mixed greens with our homemade Greek dressing.

Spinach Salad 6.99
Fresh baby spinach layered with feta cheese, artichoke hearts, roasted red peppers, red onions and a side of balsamic vinaigrette. Add bacon 1.99.

Fresh Mozzarella & Tomato Salad 6.99
Premium ripe tomatoes with freshly sliced mozzarella cheese, fresh basil and balsamic vinaigrette.

Caesar's Grilled Chicken Salad 10.99 - 12.99
Sliced grilled chicken breast, served on a bed of mixed greens, onions and fresh vegetables.



ITALIAN SPECIALTIES

Served with Garlic Bread and your choice of Italian Salad, Caesar Salad or Soup.

Disguste or Penne Pasta 10.99
with your choice of Marinara, Meat or Alfredo Sauce.

Disguste or Penne Pasta with Meatballs 13.99
served with Meat Sauce.

Lasagna 13.99
A homemade house specialty. Pasta layered with ground beef, sausage, ricotta sauce and a special blend of cheeses.

Spinach Lasagna 13.99
A homemade house specialty. Pasta layered with fresh spinach, ricotta sauce and a special blend of cheeses.

Mozzarella Sticks 7.29
Served with marinara sauce on the side.

Meatballs 7.99
Four homemade all beef meatballs smothered in our famous marinara sauce.

Jalapeno Peppers 7.99
Breaded jalapeno peppers with Cheddar cheese. Served with ranch dressing on the side.

Buffalo Wings served with oniony
A Piece 8.49
12 Piece 15.49
18 Piece 22.49
all dimensions 41 cents per 6 piece
A house specialty cheese buffalo. BBQ or Old-Fashioned served with blue cheese or ranch dressing.

Cold Young Pita 6.99
Cold turkey, tomatoes, lettuce and three cheeses, served with ranch dressing on the side.

California Chicken Salad 11.49
Fresh chopped kale topped with a
grilled chicken breast, bacon, cucumber, tomatoes, red onion, avocado and our blend of Monterey Jack and Cheddar Cheese.

Grilled Tuna Steak Salad 11.99
Sliced grilled tuna steak, served on a bed of mixed greens, onions and fresh vegetables.

Roast Salad 8.99
Triple bean, house roasted turkey, lettuce, cucumber, Swiss and provolone cheese, served on a bed of mixed greens and onions.

Chicken Salad 8.99
Four slices of mixed green or kale topped with onion and two scoops of chicken salad.

Tuna Salad 8.99
Four slices of mixed green or kale topped with onion and two scoops of tuna salad.

Antipasto 9.99
Genoa salami, capicola ham, pepperoni, kalamata olives, peppers, onions, fresh vegetables and provolone cheese, served on a bed of mixed greens.

Antipasto 9.99
Genoa salami, capicola ham, pepperoni, kalamata olives, peppers, onions, fresh vegetables and provolone cheese, served on a bed of mixed greens.

Chicken Parmigiana 13.99
Breaded chicken breast topped with a special blend of cheeses and our house-made marinara sauce. Served with a side of Disguste and meat sauce.

Caesar's Parmigiana 13.99
Breaded chicken topped with a special blend of cheeses and our house-made marinara sauce. Served with a side of Hoisin and marinara sauce.

Grilled Chicken Alfredo 12.99
Penne pasta with grilled marinated chicken breast, cream and parmesan sauce.

Grilled Chicken Alfredo 12.99
Penne pasta with grilled marinated chicken breast, cream and parmesan sauce.

Grilled Chicken Alfredo 12.99
Penne pasta with grilled marinated chicken breast, cream and parmesan sauce.

Grilled Chicken Alfredo 12.99
Penne pasta with grilled marinated chicken breast, cream and parmesan sauce.

Grilled Chicken Alfredo 12.99
Penne pasta with grilled marinated chicken breast, cream and parmesan sauce.

Grilled Chicken Alfredo 12.99
Penne pasta with grilled marinated chicken breast, cream and parmesan sauce.



PIZZA

Choose from our delicious, made-to-order, fresh toppings. All pizzas are topped with our house-made marinara sauce.

Slice of Cheese 2.99
Slice of Cheese with up to 3 Toppings 3.69

TOPPINGS 1.19 - 1.79 - 1.99

Anchovies Artichoke Hearts Bacon Banana Peppers Black Olives Canadian Bacon
Extra Cheese Feta Cheese Fresh Basil Fresh Broccoli Fresh Eggplant Fresh Garlic
Fresh Green Peppers Fresh Kale Fresh Mushrooms Fresh Onions Fresh Sliced Tomatoes
Fresh Spinach Grilled Chicken Breast Ground Beef Italian Sausage Jalapeno Peppers Pepperoni
Pineapple Red Onions Ricotta Cheese Roasted Red Peppers Spinach with Ricotta

Individual 10" 12" 16"
1 slice 2 slices 3 slices

Amanda's Original Cheese Pizza 9.99 - 13.99 - 16.99

Vegetable Pizza 12.99 - 17.99 - 22.99
Our cheese pizza with onions, green peppers, broccoli and mushrooms.

Meat Lover's Pizza 12.99 - 17.99 - 22.99
Our cheese pizza with Canadian bacon, ground beef, pepperoni and Italian sausage.

Sri's White Pizza 12.24 - 17.74 - 20.39
A delicious combination of fontina cheese, garlic and oregano.

Three Cheese Pizza 11.49 - 16.49 - 19.79
A combination of mozzarella, Monterey Jack and Cheddar cheese.

Hawaiian Pizza 11.49 - 16.49 - 19.99
Hawaiian pineapple and Canadian bacon smothered with mozzarella cheese.

Spinach Ricotta Pizza 11.49 - 16.49 - 19.99
Our cheese pizza topped with fresh spinach and ricotta cheese.

Greek Pizza 11.49 - 16.49 - 19.99
Our cheese pizza with sliced black olives and feta cheese.

Mexican Pizza 11.49 - 16.49 - 19.99
Refried beans, Monterey Jack and cheddar cheese, salsa and tomatoes topped with lettuce and tomato, jalapeno peppers upon request.

The "Ultimate Potomac Pizza" 15.99 - 19.99 - 24.99
Anchovies, black olives, Canadian bacon, green peppers, ground beef, mushrooms, onions, pepperoni and Italian sausage.

Gluten-Free Cheese Pizza 11.99 - 16.49 - 19.99
A special mix, gluten-free crust that is topped with our special pizza sauce, mozzarella cheese and your choice of toppings.

FAI-FREE Pizza 12.24 - 17.74 - 20.39
A fat-free version of our Cheese pizza.

GUILT-FREE Pizza 11.99 - 16.49 - 19.99
A special crust pizza without cheese, topped with fresh sliced tomatoes, broccoli and mushrooms. No substitutions on specialty pizzas. All pizzas can be made without cheese upon request.

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SUBS, SANDWICHES AND WRAPS

Choice of Bread: toasted Italian sub roll, toasted whole wheat sub roll, toasted bruschetta roll, pita, white, rye or whole wheat bread

Choice of Wrap: white, spinach, chipotle or wheat

Choice of Condiments: lettuce, tomato, mayonnaise, raw onions, grilled onions, hot peppers, ketchup, mustard, Italian dressing, banana peppers, pickles, oil and vinegar

Double portion available on all subs 3.99 additional
Mushrooms or Green Peppers .79 additional
Extra Cheese (American, Cheddar, Feta, Swiss or Provolone) .79 additional
Bacon 1.99 additional

Side of Fries with Sub or Sandwich 1.99 additional **Add Avocado or Hummus 1.99 additional**

Steak & Cheese 8.99
Three slices of firm and tender steak covered with melted provolone cheese.

Chicken & Cheese 8.99
Three slices of firm white meat chicken covered with melted provolone cheese.

Meatball & Cheese 8.99
Homemade meatballs covered in marinara sauce, covered with melted provolone cheese and baked to perfection.

Italian Sausage 8.99
Mild Italian sausage, smothered with two hot onions and peppers, and topped with our famous marinara sauce.

Lisa's Burger 8.99
1/2 pound of fresh ground beef cooked to order, your choice of cheese, .79 additional.

Hot Italian 8.99
A meat-packed sub filled with capicola ham, Genoa salami, provolone cheese and Italian dressing. Served cold upon request.

Grilled Chicken 8.99
Grilled chicken breast smothered in Italian sauce.

California Chicken 8.99
Grilled chicken breast topped with bacon, avocado, red onion, lettuce, tomato, cucumber and Cheddar cheese.

Grilled Chicken Caesar Wrap 8.99
Grilled chicken breast, Parmesan cheese, romaine lettuce and Caesar dressing, wrapped in a flour tortilla.

Roast Turkey Breast 8.99
Crispy roast turkey breast topped with our special turkey breast.

Roast Player's Club 8.99
A triple-decker sandwich stacked with multiple meats, roasted turkey breast, bacon, lettuce, tomato and mayonnaise with your choice of cheese. Thousand Island dressing upon request.

Grilled Tuna Steak 8.99
Sliced grilled tuna steak, served on a bed of mixed greens, onions and fresh vegetables.

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Please go online for your copy of our Potomac Pizza Catering Menu.

PLEASE NOTIFY US OF ANY ALLERGIES. WE WILL MAKE EVERY EFFORT TO ACCOMMODATE YOUR CONSTRAINTS. WE DO NOT SERVE ALCOHOL, PORK, VEGETARIAN, SHELLFISH OR EGGS. WE INCREASE OUR RISK OF FOODBORNE ILLNESS.



HOME MENU/ONLINE ORDERING LOCATIONS SPECIALS CATERING PIZZA BUCKS GIFT CARDS

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POTOMAC PIZZA



Catering

Instead of just picking up a pizza, let us bring an entire meal to you. Our catering packages are designed to serve a variety of occasions, specializing in: Birthday Parties, Office Luncheons, Corporate Picnics, School Lunches, Holiday Parties, Fundraisers and More!

The prices shown are per person for minimum parties of 10 people. Taxes and gratuities are not included. Please call for more information on our full catering services.

If you don't find a package to suit your needs we will do our best to create one that is right for you. All of our regular restaurant menu items are available.

Please also visit our sister company, www.potomacvillagedeli.com, for further "Soup to Nuts" catering options.

Appetizers	Salads	
<ul style="list-style-type: none"> • Buffalo Wings \$1.75pp (12) • Jackson Eaters \$1.75pp (12) • Veggie Platter \$6.99pp • Minzeeria Slides \$2.00pp (12) • MiniPuffs \$1.00 per • Jalapeno Poppers \$2.00pp (12) • Fries with Pita Points \$2.50pp • Saki Kuts \$1.20 per (12) 	<ul style="list-style-type: none"> • Large Caesar or Garden Salad - Side Order 48 people • Small Caesar or Garden Salad - Side Order 20 people • Big Steak \$1.10 • Veggie \$1.00 *Dressings on the side** *Grilled Chicken available* 	
Subs	Our Famous Pizza	
<ul style="list-style-type: none"> • Turkey • Ham and Cheese • Italian • Veggie 		
<ul style="list-style-type: none"> • Assorted Sub Platter \$4.20 per person (4 6 inch subs and 2 2 foot Subs - \$10.00 per 12 people) • Other specialty subs available 24 Hour notice required 	<th>Drinks</th> <ul style="list-style-type: none"> • 6 Pack of Cans \$6.49 ea • Bottled Drinks \$2.49 ea 	Drinks
Pasta Entrées	Desserts	
<ul style="list-style-type: none"> • Lasagna or Pinner with either Marinara or Alfredo Sauce \$7.99pp • Hot Honey Garlic Marinara \$1.20 per • Chicken or Pesto/Pan. Parmesan \$9.99pp • Meat or Veggie Lasagna 12pp \$1.20 per person 12 \$10.00 per person 12 	<ul style="list-style-type: none"> • Cookies & Brownies \$2.99 each • Cakes \$2.99 each <p>All our other Manager is providing superior food & service. Inquiries, other requests, map, apply, rates, options, and all details provided on our website upon request.</p>	

POTOMAC PIZZA

www.potomacpizza.com

Dine-in, Carry-out, Delivery & Catering

Serving Our Communities Since 1978

CHEVY CHASE COLLEGE PARK POTOMAC TRUENEE



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POTOMAC PIZZA.

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PROPERTY USE AGREEMENT

THIS PROPERTY USE AGREEMENT (the "Agreement") is made as of the _____ day of August, 2016, by and between CPKAP, LLC, t/a Kapnos Taverna, and Michael Isabella, Jr., Member and Authorized Person, (collectively "Licensee"); and the CITY OF COLLEGE PARK, a Maryland municipal corporation (the "City").

WITNESSETH

WHEREAS, UMCPF Property III, LLC, is the owner of the property, and The Hotel at UMCP, LLC is the owner of the hotel on the property located at 7777 Baltimore Avenue, Suite B, College Park, Maryland 20740 (the "Property"); and

WHEREAS, Licensee is a tenant at the Property; and

WHEREAS, the Property is located within the corporate limits of the City of College Park, Maryland; and

WHEREAS, Licensee has applied to the Board of Liquor License Commissioners of Prince George's County, for the issuance of a Class B(BLX), Beer, Wine and Liquor License ("License") for use at the Property; and

WHEREAS, the Licensee has requested the support of the City for the issuance of the License for use at the Property; and

WHEREAS, in consideration of the covenants contained in this Agreement, the City will **support/voice no objection** to the Licensee's application and hearing for issuance of the License to the Property, subject to the terms, conditions and restrictions contained herein.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Repair and Maintenance of the Premises. Licensee shall, from and after the date hereof, continue to keep the Property under its control in good order and repair, and free of debris and graffiti.

2. Restrictions. Except with the express written consent of the City, which consent may be withheld in the City's sole and absolute discretion, during the period that Licensee is using or has any interest in the Property, and is using the License, the use of the Premises shall be restricted to the operation of Kapnos Taverna ("Restaurant") or another substantially similar casual dining restaurant, which receives not more than fifty percent (50%) of its average daily receipts over any three consecutive monthly periods from the sale of alcoholic beverages, and which complies strictly with the restrictions and requirements of the State of Maryland/Prince George's County Class B License or such other license as the Board may subsequently issue. The calculation of the percentage of alcoholic beverages sold shall include the full cost of any such beverage, and not just the alcohol contained in the beverage. Licensee will provide the City, by January 25 of each year, with summaries of each month's receipts for the sales of alcoholic beverages and food for the preceding calendar year, and, at any time, such information in such form as the City may reasonably require to permit the verification of sales required in this paragraph 2 of this Agreement. Such information need not be prepared by an accountant or auditor, but must be

accompanied by a general affidavit signed by the Licensees affirming the accuracy of the information provided. Licensees may be required by the City to provide information to permit verification of the sales ratios required in this paragraph, including daily register receipts and the identity of, and invoices from, its alcohol and food suppliers. Any such information provided by Licensee that is claimed to be confidential shall be so marked by Licensee and the City will treat such record as confidential as allowed by law.

3. Use of Premises. Except as otherwise set forth herein, those uses of the Property permitted by the applicable zoning for the Property shall be permitted uses for the purposes of this Agreement. In addition, the Premises shall be subject to all of the restrictions imposed by the applicable zoning for the Property.

4. Noises and Nuisances. Licensee shall not permit any nuisance to be maintained, allowed or permitted on any part of the Premises, and no use of the Premises shall be made or permitted which may be noxious or detrimental to health or which may become an annoyance or nuisance to persons or businesses on surrounding property.

5. Operations. Licensee shall maintain and operate the Restaurant in a manner that all seats are available for dining, no area is designated solely for the consumption of alcoholic beverages, and no sales of alcoholic beverages for off-sale consumption shall be allowed, except for partially consumed bottles of wine purchased at the Restaurant as allowed pursuant to Maryland law. Alcoholic beverages will not be sold or served prior to 11:00 a.m. or

after 11:00 p.m. Happy hour or like events shall be limited to 3:00 p.m. to 7:00 p.m. Food from a regular menu must be served at all times that the premises are open for business. At all times, at least 80% of the items listed on the regular menu shall be available for customers to order. The proposed menu provided by Licensee is attached as Exhibit A. Licensee shall ensure music levels that allow patron conversation in a normal tone of voice, and prohibit disruptive or rowdy behavior that disturbs the peaceful enjoyment of the facility by Licensee's patrons and other persons visiting the facility.

Cover and door charges will be not charged for entry to the Premises. Alcoholic beverages shall be served only to diners sitting at tables, bars or counters inside the restaurant and banquet facilities, and patrons standing waiting for a table. The parties recognize that, during private parties, not all patrons may be seated, but that food will be served. The minimum price for alcoholic beverages, including 16 oz. beers, shall be \$2.00. Licensee may not sell beer in pitchers. Licensee will maintain all dining areas, including tables and chairs, inside the facility. Licensee shall ensure that the interior of the restaurant, including service areas, remains clean and graffiti free. The interior and exterior of the Premises shall be rodent free. Licensee shall not allow grease, dirt, trash or graffiti to accumulate on any portion of the exterior of the Property that Licensee controls. Licensee agrees to fully comply with all applicable laws, including without limitation Subtitle 12, "Health", of the Prince George's County Code, and the Code of the City of College Park. Licensee shall not engage in window advertising of the sale of beer, wine, or liquor nor off-premises leafleting of cars or on public right of way promoting the

sale of beer, wine or liquor. All off-premises advertising of specials, happy hours or reduced prices for beer, wine or liquor shall be limited to promotions coupling the sale or service of food with the sale of alcoholic beverages. Licensee shall use an identification scanner system, designed to recognize false identification prior to making alcoholic beverage sales. The scanner shall be used for all persons who appear to be under the age of thirty five (35) years. Licensee will not accept State of Maryland vertical type licenses as proof of age.

Licensee shall not rent the Premises to individuals or businesses involved in promoting or making a business or profit from producing musical, band or disc jockey events. Licensee shall not provide tables, such as a beer pong table, whose purpose is for use in drinking games. Licensee shall not sponsor or support drinking games within the Property.

6. Enforcement. The City shall have the right to enforce, by any proceeding at law or in equity, including injunction, all restrictions, terms, conditions, covenants and agreements imposed upon the Premises and/or Licensee pursuant to the provisions of this Agreement. The parties agree that if Licensee should breach the terms of the Agreement, the City would not have an adequate remedy at law and would be entitled to bring an action in equity for specific performance of the terms of this Agreement. In the event of a violation of paragraph 2 of this Agreement, Licensee shall have sixty (60) days from the date of notification of the violation to adjust operations and achieve compliance, as measured during the sixty (60) day period, with the requirements of paragraph 2 of this Agreement. In the event the City is required to enforce this Agreement and

Licensee is determined to have violated any provision of this Agreement, Licensee will reimburse the City for all costs of the proceeding including reasonable attorney's fees. Should Licensee prevail in any action brought by the City to enforce a provision of this Agreement, the City shall reimburse Licensee for all costs of the proceeding including reasonable attorney's fees.

7. Waiver. Neither any failure nor any delay on the part of the City in exercising any right, power or remedy hereunder or under applicable law shall operate as a waiver thereof nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

8. Assignment of License. In consideration for the City voicing **support/no objection** to Licensee's application for the new License, Licensee agrees that it shall not sell, transfer, or otherwise assign its rights under the License to any entity or individual for use or operation within the City without the express prior written consent of the City, which consent will not be unreasonably withheld.

9. Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the respective affiliates, transferees, successors and assigns of the parties hereto.

10. Scope and Duration of Restrictions. The restrictions, conditions and covenants imposed by this Agreement shall be valid only so long as Licensee maintains a License at the Restaurant, or some other substantially similar casual dining restaurant.

11. Security. Pursuant to Article 2B, §6-201(r)(19) of the Annotated Code of Maryland, Licensee is required to obtain a License for special entertainment or to obtain an exemption or file an affidavit of no entertainment. Prior to seeking or operating under a License for special entertainment or an exemption, Licensee agrees that it shall first present to the City its plans for entertainment as well as for any required security. For any activities authorized by such a license or exemption, the Licensee shall have and maintain a Security Plan to prevent the Property and any such activities from posing a threat to the peace and safety of the surrounding area. The Security Plan shall, at minimum, comply with the requirements of the Board of License Commissioners. Any required Security Plan for the Licensee is subject to review and revision annually or upon request by Prince George's County Police, the University of Maryland Police or the City of College Park.

a. Licensee shall diligently enforce ID policies through trained and certified managers and employees. Licensee agrees to take all necessary measures to ensure that under age persons do not obtain alcoholic beverages.

b. All personnel involved in the sale of alcohol and all managers shall be trained in a State approved alcohol awareness program before serving alcohol.

c. All serving, bar, security and management employees will be 18 years or older.

12. Notices. All notices given hereunder shall be in writing and shall be deemed to have been given when hand delivered against receipt of three

(3) days after deposit with the United States Postal Service, as registered or certified mail, return receipt requested, postage prepaid, addressed:

(i)

If to Licensee:

Michael Isabella, Jr.
CPKAP, LLC
7777 Baltimore Avenue
Suite B
College Park, MD 20740

with a copy to:

Linda Carter, Esq.
Myers, Rodbell & Rosenbaum, P.A.
6801 Kenilworth Ave., Ste 400
Riverdale Park, MD 20737

(ii)

If to the City:

Scott Somers
City Manager
City of College Park
4500 Knox Road
College Park, Maryland 20740

with copy to:

Suellen M. Ferguson, Esquire
Council, Baradel, Kosmerl & Nolan P.A.
125 West Street, 4th Floor
P.O. Box 2289
Annapolis, MD 21404

13. Amendments. This Agreement may not be amended or modified except in writing executed by all parties hereto, and no waiver of any provision or consent hereunder shall be effective unless executed in writing by the waiving or consenting party.

14. Severability. The provisions of this Agreement shall be deemed severable, so that if any provision hereof is declared invalid, all other provisions of this Agreement shall continue in full force and effect.

15. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland.

16. Counterparts. This Agreement may be executed in any number of counterparts each of which shall constitute an original and all of which together shall constitute one agreement.

17. Headlines. The headings or titles herein are for convenience of reference only and shall not affect the meaning or interpretation of the contents of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

WITNESS/ATTEST

CPKAP, LLC

Michael Isabella, Jr., Member,
Authorized Person

WITNESS/ATTEST

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By:_____
Scott Somers, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:_____
Suellen M. Ferguson, City Attorney

Kapnos Taverna

lunch

spreads

all spreads come with flatbread

pikilia sampling of three spreads 23

tzatziki yogurt, cucumber, dill, citrus 10

hummus chickpea, tahini, sultan chutney 9

tyrokafteri feta, smoked manori, grains of paradise 10

taramosalata carp roe, cauliflower, caviar 12

favosalata yellow lentils, scallions, black garlic 9

melitzanosalata smoky eggplant, roasted peppers, walnuts, feta 10

stone baked flatbread garlic oil 3

crudite baby carrots, cucumber, tomato, sesame 4

garden mezze

horiatiki tomato, cucumber, pepper, onion, kalamata, feta, red wine vinaigrette 12

greek caesar romaine, feta, croutons 10

kale salata pistachio, orange, pomegranate honey dressing 12

marousalata mixed heirloom greens, mizithra cheese, citrus vinaigrette 10

rokka salata arugula, shaved fennel, green apples, pine nut vinaigrette 11

add chicken 5 **add shrimp** 7

traditional mezze

marinated olives red chili, graviera, almonds 7

dolmades stuffed grape leaves, pine nuts, hot pepper labne 10

spanakopita spinach, leeks, feta 12

falafel chickpea fritters, tahini 10

kolokithokeftedes zucchini patties, peppercorn yogurt 10

cheese saganaki lemon, honey 13

vegetable mezze

- crispy eggplant** spicy honey, orange pith puree 11
- grilled asparagus** green harissa, whipped maouri, crispy garlic 13
- roasted cauliflower** golden raisin, fenugreek, spiced almonds 12
- greek spiced potato fries** greek island dressing 10
- fava** yellow lentils, spinach, pearl onions 10
- horta** kale, chard, fresh garbanzo, baby tomatoes 10

ocean mezze

- ora king salmon*** israeli cous cous, saffron, english pea 15
- charred octopus** pickled pearl onion, gem lettuce, harissa oil, favosalata 16
- swordfish kebab** roasted peppers, oil cured olives, pickled lemon 15

meat & poultry mezze

- aleppo marinated beef souvlaki*** red chile, garlic toum, baby artichokes 16
- za`atar yogurt marinated chicken souvlaki** fava bean tabouleh 13
- peloponnesian style meatballs** smoked eggplant, spiced tomato, mizithra 13
- spit-roasted lamb** ancient grain salad, tzatziki 16
- half spit-roasted chicken** "spanakorizo", spinach, barley, dill, charred lemon 22

gyros

tzatziki, romaine, pickled onions, radish

falafel 11

chicken 12

pork 13

salmon 13

lamb 14

raw bar

east coast oysters* half dozen 13

west coast oysters* half dozen 18

- jumbo shrimp cocktail*** half dozen 14
- chilled king crab*** half pound 25
- maine lobster pyde*** lemon yogurt, caper, dill 18
- taylor bay scallops*** meyer lemon, cucumber, watermelon radish 16
- marinated mussels** celery, preserved lemon, pomegranate 11
- marinated octopus** eggplant, red pepper, olive 12
- king salmon tartar*** purple potatoes, mustard, cucumber 13

**consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of food borne illness.*

dinner

shellfish towers

a variety of raw & cooked seafood & garnishes

platter* 85

tower* 135

condiments: harissa hot sauce, tomato-ouzo cocktail, lemon yogurt, mignonette, fresh horseradish

raw bar

east coast oysters* half dozen 13

west coast oysters* half dozen 18

chilled king crab* half pound 25

jumbo shrimp cocktail* half dozen 14

maine lobster pyde* lemon yogurt, caper, dill 18

scallop crudo* orange fennel, green olive 16

marinated mussels black-eyed peas, green beans, cherry tomatoes, ras el hanout 11

marinated octopus pickled vegetables, ginger-chili vinaigrette 12

king salmon tartar* grilled avocado, cucumber, romaine, harissa vinaigrette 13

for the table

half spit-roasted chicken “spanakorizo,” spinach, barley, dill, charred lemon 22

whole bronzino braised kale, lemon, fresh garbanzo, dill, olive oil 38

whole lamb shoulder ancient grain salad, tzatziki, harissa 79

spreads

all spreads come with flatbread

pikilia sampling of three spreads 23

tzatziki yogurt, cucumber, dill, citrus 10

hummus chickpea, tahini, sultan chutney 9

tyrokaftari feta, smoked manouri, grains of paradise 10

taramosalata carp roe, caviar, cauliflower 12

favosalata yellow lentils, scallions, black garlic 9

melitzanosalata smoky eggplant, roasted peppers, walnuts, feta 10

stone baked flatbread garlic, sea salt 3

crudité baby carrots, cucumber, tomato, sesame 4

garden mezze

horiatiki tomato, cucumber, pepper, onion, kalamata, feta, red wine vinaigrette 12

kale salata pistachio, orange, pomegranate honey dressing 12

greek caesar romaine, feta, croutons 10

rokka salata arugula, shaved fennel, green apples, pine nut vinaigrette 11

daily chef selections

monday - **moussaka** 15

tuesday - **salt baked fish** 36

wednesday - **kapama** 18

thursday - **rack of lamb** 35

friday - **whole grilled lobster** 39

saturday - **ny strip** 29

sunday - **kakavia** 15

traditional mezze

- marinated olives** red chili, graviera, almonds 7
- dolmades** stuffed grape leaves, pine nuts, citrus labne 10
- spanakopita** spinach, leeks, feta 12
- falafel** chickpea fritters, tahini yogurt 10
- kolokithokeftedes** zucchini patties, peppercorn yogurt 10
- cheese saganaki** lemon, honey 13

vegetable mezze

- crispy eggplant** spicy honey, orange pith puree 11
- grilled asparagus** green harissa, whipped manouri, crispy garlic 13
- roasted cauliflower** golden raisin, fenugreek, spiced almonds 12
- roasted cremini mushrooms** garlic, lemon, aleppo chili 13
- fresh garbanzos beans** harissa, lemon dill 9
- greek spiced potato fries** greek island dressing 10
- fava** yellow lentils, spinach, english peas, pearl onions 10
- horta** kale, chard, chickpeas, fresh garbanzo, baby tomatoes 10

ocean mezze

- ora king salmon*** israeli cous cous, saffron, english peas 15
- charred octopus** pickled red pearl onion, gem lettuce, harissa oil, favosalata 16
- swordfish kebab** roasted peppers, oil cured olives, pickled lemon 15
- pireaus shrimp** metaxa, lemon, charred bread 14

meat and poultry mezze

- aleppo marinated beef souvlaki*** red chili, garlic toum, baby artichokes 16
- za'atar yogurt marinated chicken souvlaki** fava bean tabouleh 13
- peloponnesian style meatballs** smoked eggplant, spiced tomato, mizithra 13
- spit-roasted pork** apricot, patty pan squash, charred eggplant 14
- spit-roasted lamb** ancient grain salad, tzatziki 16

brunch

main

- stone oven baked eggs** crispy lamb, potatoes, feta 14
- pork & beans** soft egg, garbanzo, loukaniko sausage, grilled bread 13
- greek coffee waffles** chocolate espresso beans, cinnamon butter, crema 12
- spit chicken & waffles** greek honey, crispy grains 15
- crab benedict** dill biscuit, poached egg, aleppo hollandaise 15
- baklava french toast** walnuts, seasonal fruit 12
- scrambled eggs** zucchini, tomato, yogurt 11
- omelet** spinach, tomato, mushroom, kefalograviera cheese 12

spreads

all spreads come with flatbread

- pikilia** sampling of three spreads 22
- tzatziki** yogurt, cucumber, dill, citrus 10
- tyrokafteri** feta, smoked manouri, grains of paradise 10
- taramosalata** carp roe, caviar, cauliflower 12
- hummus** chickpea, tahini, sultan chutney 9
- melitzanosalata** smoky eggplant, roasted peppers, walnuts, feta 10
- favosalata** yellow lentils, scallions, black garlic, pine nuts 9
- stone baked flatbread** garlic oil 3
- crudite** baby carrots, cucumber, tomato, sesame 4

garden mezze

- horiatiki** tomato, cucumber, pepper, onion, kalamata, feta, red wine vinaigrette 10
- marousalata** mixed heirloom greens, mizithra cheese, citrus vinaigrette 10
- greek caesar** romaine, feta, croutons 10
- rokka salata** arugula, spiced walnuts, manouri cheese, roasted grape vinaigrette 10
- add chicken** 5 **add shrimp** 7

cold mezze

greek yogurt parfait seasonal fruit, spiced walnuts, honey 10
marinated olives red chili, graviera, almonds 7
dolmades stuffed grape leaves, pine nuts, hot pepper labne 10
kale salata pistachio, orange, pomegranate honey dressing 10
greek bagels & lox taramasalata, salmon, caper, tomato 12

hot mezze

fava yellow lentils, spinach, pearl onions 9
spanakopita spinach, leeks, feta 11
kolokithokeftedes zucchini patties 9
cheese saganaki lemon, honey 12
fresh garbanzos harissa, lemon, dill 7

gyros

scrambled eggs gyro crispy potatoes, tomato, mushrooms, yogurt, dill 12
traditional gyro tzatziki, romaine, pickled onions, radishes
choice of: salmon 13 falafel 11 chicken 12 pork 13 lamb 14

sides

slab bacon 6
loukaniko sausage 7
spit roasted lamb 8
potato hash 5

desserts

baklava mandarin sorbet 7
pear tartlet walnut crumble, honey yogurt 8
chocolate hazelnut, ganache, praline ice cream 8
lemon cake thyme meringue, labne ice cream 7
greek sundae baklava, chocolate, vanilla, cherry 6
ice cream & sorbet seasonal flavors 6

coffee

espresso cappuccino freddo 6

frappe 8

espresso 4

cappuccino 5

spiked coffee becherovka, ginger, fennel, cinnamon, ouzo whipped cream 10

coffee 3

greek coffee 4

tea

moroccan mint a classic blend of green tea and organic mint 5

organic earl grey a Chinese black tea scented with oil of bergamot 5

organic chai black tea ground with spices 5

organic chamomile blend of chamomile, peppermint & rose hips 5

ouzo & raki

metaxa ouzo 8

plomari 10

barbayannis 10

efe raki green 9

single malt

macallan 12 15

lagavulin 16 20

balvenie 12 16

oban 14 18

ardbeg 17

glenmorangie 12

laphroaig 10 15
hibiki harmony 18

amaro

averna 9
fernet branca 9
cardamaro 8
cynar 8
ramazzotti 8
zucca 9
luxardo abano 11
nonino 13

cognac & brandy

pierre ferrand 1840 12
laird's applejack 9
busnel v.s.o.p. calvados 15
metaxa 5 stars 9
metaxa 7 stars 11

sweet wine

moscato d'asti pio cesare, piedmont, 2011 7
mavrodaphe kotrotsos, mavrodaphe of patras, nv 7
samos kotrotsos, mavrodaphe of patras, nv 7
assyrtico gavalas, vin santo, santorini, 2006 13
tawny port 20 year old, Barros, Douro, Portugal, nv 19
messias port, caves, Portugal, 2011 13
lbv Barros, Douro, Portugal, 2009 8
syrah princess avantis, Greece, nv 12

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cocktails & beer

cocktails 12

cover up beefeater gin, cassis, lemon, cava brut

hannibal vida mezcal, cointreau, lime, ginger, harissa oil

messy mule absolut vodka, lime, sarsaparilla ginger beer

yeah, big red metaxa 5 star brandy, raspberry, honey, lemon, mint

papa-bear bourbon, cardamaro, cinnamon raisin infused sweet vermouth, pimento bitters

MIC martini vodka or gin, dolin blanc, orange bitters

hola chicas lunazul reposado tequila, passion fruit, lime, agave, cholula

island time macchu pisco, papaya gomme syrup, lime, rose water

ellie's gift old forester rye, vishna sour cherry, lemon, egg white

don't worry 'bout it rittenhouse rye, verjus rouge, rosso vermouth, old fashioned bitters

black mamba vida mezcal, lunazul reposado tequila, blackberry, st. germain, lemon

strawberry blonde rhum barbancoourt reserve speciale, strawberry shrub, ginger, lemon

house-made sodas 5

blackberry mint

strawberry ginger

sarsaparilla ginger beer

5 spice ginger beer

passion fruit

beer

kegged

schlafly summer lager, helles lager, mo 4.5% 6

hardywood pils, german pilsner, va 5.2% 7

evolution primal pale ale, md 5.0% 7

fair winds howling gale, ipa, 7.2% 7

bottles

brooklyn, lager, ny 5.2% 7

lagunitas, ipa, ca 6.2% 7

flying dog counter culture, amber ale, md 6.0% 7

mythos, lager, gre 4.7% 7

efes, pilsner, tur 5.0% 7

fix, hellas lager, gre, 5.0% 7

porty city optimal wit, witbier, va 5.0% 7

port city maniacal, double ipa, va 8.5% 9

septem friday's, pale ale, gre 4.7% 7

cans

founders all day, ipa mi, 4.7% 7

maui coconut, porter, ha 6.0% 9

jailbreak infinite, amber ale, md 5.0% 7

wild wolf blonde hunny, blegian pale ale, va, 6.8% 7

ciders

schilling rhubarb, lumber jack, wa, 6.0% 8

schilling ginger, ascender, wa, 6.5% 8

schilling pomegranate, mischief maker, wa, 5.0% 8

jack's, dry apple, pa, 5.5% 7

wine

by the glass

sparkling

crisecco brut cricova, moldova, nv 8 32

moschofilero tselepos, "villa amalia," arcadia, nv 12 48

garnacha "biutiful" cava brut rosé, spain, nv 9 36

chardonnay/xarel-lo/macabeu cava brut nature, portium, 8 32

catalonia, spain, nv

rosé

xinomavro kir-yanni, akakies, naoussa, gre, 2013	10 40
zweigelt/merlot/syrah anton bauer, wagram, austria, 2015	9 36
pinot noir love drunk, willamette valley, or, 2014	12 48
agiorghitiko 14-18h , gaia estate, peloponnese, gre, 2013	10 40

white

malagousia domaine zafeirakis, tyrnavos, gre, 2014	11 44
monemvasia kapnos reserve, paros, 2013	10 40
assyrtico gavalas, santorini, gre, 2014	12 48
sauvignon blanc/assyrtico costa lazaridi, amethystos, drama, gre, 2014	11 44
moschofilero tselepos calssic, mantinia, gre, 2014	11 44
chardonnay backstory, lodi, ca, 2014	10 40
pinot grigio kaltern, alto adige, 2014	9 36
verdejo esporao, alentejo, por, 2014	10 40
roditis retsina nobilis, gaia estate, peloponnese, gre, 2014	10 40

red

malbec azul, valle de uco, mendoza, arg, 2014	10 40
syrah/merlot/xinomavro kir-yianni, kapnos reserve, naoussa, 2011	10 40
xinomavro alpha estate, "hedgehog", florina, gre, 2010	14 56
agiorghitiko red on black, mitravelas estate, nemea, gre, 2014	10 40
pinot noir lyric, santa barbara, ca, 2013	12 48
cabernet sauvignon aquinas, sonoma, ca, 2013	12 48
touriga/syrah vinha da defesa, esporao, alentejo, por, 2013	11 44
garnacha legado del mancayo0, campo de borja, sp, 2013	10 40
merlot/cab sauvignon/cab franc chateau lacoste bordeaux, fr, 2013	10 40

by the bottle

white wines of greece

santorini

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assyrtiko/aidani/athiri hatzidakis, 2013	46
assyrtico gavalas, 2014	12 48
assyrtico artemis karamolegos, 2014	53
assyrtico barrel-fermented sigalas, 2014	76
aidani hatzidakis, 2013	52
asyrtico hatzidakis de mylos, 2014	80

islands

roussane nostos, crete, 2012	45
robola gentilini, cephalonia, 2014	48
monemvasia kapnos reserve, paros, 2012	10 40
malagousia moraitis estate, paros, 2014	32
malagousia/assyrtico sillogi moraitis, paros, 2014	40

northern

sauvignon blanc/assyrtico costa lazaridi, amethystos, drama, 2014	11 44
sauvignon blanc/assyrtico techni alipias, wine art estate, macedonia, 2014	40
sauvignon blanc alpha estate, florina, 2014	46
sauvignon blanc nico lazaridi magic mountain, drama, 2009	62
malagouzia alpha estate, florina, 2013	43
semillon nico lazaridi perpetuus, drama, 2014	70

central & peloponnesse

malagousia antonopoulos, patras, 2014	48
malagousia domaine zafeirakis, tyrnavos, 2014	11 44
roditis kir-yianni, paranga, 2013	34
roditis/viognier foloi, mercouri estate, paranga, 2014	40
moschofilero tselepo classic, mantinia, 2014	10 40
moschofilero antonopoulos, patras, 2014	32

retsina

assyrtico kechri kechribari, “tear of the pine”, thessaloniki, nv	45
roditis retsina nobilis, gaia estate, 2014	11 44

red wines of greece

northern

syrrah/merlot/xinomavro kir-yianni, kapnos reserve, naoussa, 2013	10 40
merlot nico lazaridi, drama, 2010	50
xinomavro/cabernet/merlot kamkouti, j.k. red, kozani. 2012	40
xinomavro kir-yianni, ramnista, naoussa, 2011	48
xinomavro argatia, macedonia, 2010	72
xinomavro karanika, amyntaio, florina, 2011	92
xinomavro kir-yianni, dyo elies, naoussa, 2011	66
xinomavro alpha estate, “hedgehog”, florina, 2011	14 56
cabernet sauvignon amethystos, “cava”, drama, 2008	105
cabernet sauvignon/cabernet franc nico lazaridi magic mountain, drama, 2009	70
syrrah/xinomavro alpha estate, florina, 2011	46

central & peloponnese

agiorghitiko mitravelas estate, nemea, 2014	45
agiorghitiko monopati, nemea, 2014	62
agiorghitiko old vineyards mitravelas estate, nemea, 2012	92
agiorghitiko gaia estate, peloponnese, 2012	102
agiorghitiko red on black, mitravelas estate, nemea, 2014	10 40
cabernet sauvignon tselepos, avlatopi, arcadia, 2013	68
merlot tselepos, kokkinomylos, arcadia, 2012	62
cabernet sauvignon/vlahiko/bekari arktouros zoenos, zitsa, 2007	42
cabernet sauvignon nea dris, antonopoulos, patras, 2006	72

southern & islands

cabernet/aidani sillogi moraitis, paros, 2013	40
grenache nostos, crete, 2013	48
mandilaria/monemvasia moraitis reservem, paros, 2011	42
liatiko oikonomoy, crete, 2006	110
syrrah/grenache/mourvedre nostos, manousakis, crete, 2012	56
syrrah/viognier avantis estate, evia, 2011	50

white wine & sparkling

sparkling

prosecco doc treviso garbel adami, veneto, it, nv	36
agiorghitiko rosé amalia arcadia, gre, na	45
chardonnay/pinot noir rosé roderer estate, anderson valley, ca, nv	64
pinot noir/chardonnay/ponot blanc cremant d'alsace, zinck, brut, fr, nv	55
chardonnay/pinot noir/pinot meunier perrier jouet, brut reserve, fr, nv	90
chardonnay/pinot noir/pinot meunier nicolas feuillatte, brut reserve, fr, nv	85

italy

pinot grigio kaltern, alto adige, 2014	9	36
sauvignon blanc la cappuccina "organic grapes", veneto, 2014		32
verdicchio del catelli di jesi, santa barbara, marches, 2014		32
viognier casale del giglio, lazio, 2014		38

france

sauvignon blanc maison foucher, touraine, loire valley, 2013		42
chardonnay domain henri darnat, burgundy, 2012		44
viognier/chardonnay mason Louis latour, "duet", rhone, 2013		48
reisling domain trimbach, cuvee frderick emile, alsace, 2007		95

spain

albarino mar de vinas, rias baixas, 2013		40
verdejo egeo, rueda, 2013	9	36

united states

chardonnay talbott, "kali hart," monterey, 2012		48
pinot gris detour, willamette valley, 2013		49
viognier darioush, napa valley, 2012		78
chardonnay cakebread, napa valley		95
riesling influence, finger lakes, 2013		30
sauvignon blanc decoy, sonoma county, 2013		50

chardonnay sarah's vineyard, gilroy, ca, 2011 10 40
cabernet franc/merlot bedell, "taste," rose, long island, ny, 11 44
 2014

red wine

italy

cabernet/sangiovese/merlot frescobaldi, remole, tuscan, 40
 2013
barbera d'asti, bricco del tati, piedmonte, 2013 8 32
sangiovese/merlot colsanto, 'ruris', umbria, 2012 9 36
nero d'avola/frappato planeta, cerasuolo d'vittoria, sicily, 48
 2012
cabernet/sangiovese/merlot querciabella, mongrana, 52
 tuscan, 2010
nero d'avola zisola, sicily, 2011 66
barbera d'alba corregia marun, piedmonte, 2009 70
corvina/rondinella/molinara speri, sant'urbano, veneto, 75
 2010
nebbiolo barolo, rocche costamagna, 'rocche deli', 110
 annunziata, piedmont, 2010
corvina/rondinella/molinara masi, amarone, reserve 120
 costasera, valpolicella, 2007
cabernet/merlot/sangiovese/syrah baracchi, 'o'lillo', 43
 tuscan, 2013
dolcetto dolcetto di diano d'alba, salvano, 'fosco', piedmont 46
 2011

france

syrah/grenach m. chapoutier, luberon, rhone, 2012 40
malbec domain du pre baron, tourian, loire valley, 2012 44
gamay chateau de la chaise, cru brouilly, beaujolais, 2011 52
grenache/syrah/mourvedre domain boutiniere, chateauneuf- 79
 du-pape, 2011

spain

tempranillo arrocal, ribera del duero, 2013 10 40

garnacha legado del mancayo, campo de borja, 2013	40
united states	
pinot noir mouton noir, o.p.p., willamette valley, 2013	13 52
pinot noir silvan ridge, willamette valley, 2012	60
zinfandel blend ridge, lytton springs, sonoma, 2011	80
pinot noir duckhorn, migration, russian river valley, 2012	75
syrah rob murray wines, “amor fati,” santa maria valley, 2011	110
cabernet sauvignon quintessa, rutherford, napa, 2011	250
pinot noir detour, willamette valley, or, 2013	14 54
cabernet sauvignon highway 12, sonoma county, ca, 2012	12 48

rosé all day

Welcome the warm weather with us and enjoy our curated list of rosé wines for every taste. As it gets warmer, we'll keep these chilled for you to enjoy any time of the day.

still

xinomavro kir-yanni akakies, naoussa, greece, 2013	10 35
pinot noir love drunk willamette valley, oregon, 2014	12 43
agiorghitiko 14 – 18h gaia estate, peloponnese, greece, 2013	10 35
zweigelt/merlot/syrah anton bauer, wagram, austria, 2015	9 31

sparkling

garnacha rosé “biutiful,” cava, spain, nv	9 31
zweigelt mittelbach, “T”, rose, aus, 2014	40
agiorghitiko rosé amalia arcadia, greece, nv	45
chardonnay/pinot noir rosé roederer estate, andersen valley, california, nv	59

restaurant week august 2016 lunch

august 15-21/extended august 22-28

*MENU ITEMS ARE SUBJECT TO CHANGE

The menu is \$22 per person (exclusive of tax & gratuity) and group participation is required.

Please inform us of any dietary restrictions when making your reservation to ensure we can accommodate

3 courses for \$22 per person++

Choose one item per course:

first

tzatziki yogurt, cucumber, dill, citrus

hummus chickpea, tahini, sultan chutney

melitzanosalata smoked eggplant, peppers, walnuts, feta

favosalata yellow lentils, scallions, black garlic, pine nuts

**all spreads are served with flatbread or crudité*

rokka salata arugula, shaved fennel, green apples, pine nut vinaigrette

maroulosalata mixed heirloom greens, mizithra cheese

horiatiki tomato, cucumber, pepper, onion, kalamata, feta

second

spanakopita spinach, leeks, feta

falafel chickpea fritters, tahini yogurt

fava yellow lentils, corn, spinach, pearl onions

pireaus shrimp metaxa, lemon, charred bread

spit-roasted lamb ancient grain salad, tzatziki

za'atar-marinated chicken souvlaki fava bean tabouleh

third

baklava vanilla anglaise

panna cotta pistachio, lemon, strawberry sorbet

seasonal selection of sorbets

Ingredients may not be listed in their entirety. Please inform your server of any allergies or dietary restrictions.

Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of food borne illness.

restaurant week august 2016 dinner menu

august 15-21/extended august 22-28

*MENU ITEMS ARE SUBJECT TO CHANGE

The menu is \$35 per person OR \$55 (exclusive of tax & gratuity) and group participation is required.

Please inform us of any dietary restrictions when making your reservation to ensure we can accommodate

4 courses for \$35 per person++

Choose one item per course:

first

tzatziki yogurt, cucumber, dill, citrus

hummus chickpea, tahini, sultan chutney

melitzanosalata smoked eggplant, peppers, walnuts, feta

favosalata yellow lentils, scallions, black garlic, pine nuts

**all spreads are served with flatbread or crudité*

rokka salata arugula, shaved fennel, green apples, pine nut vinaigrette

maroulosalata mixed heirloom greens, mizithra cheese

second

horiatiki tomato, cucumber, pepper, onion, kalamata, feta

spanakopita spinach, leeks, feta

kolokithokeftedes zucchini patties, peppercorn yogurt

king salmon tartar* grilled avocado, cucumber, romaine, harisa

falafel chickpea fritters, tahini yogurt

third

spit roasted chicken spanakorizo, spinach, barley, dill

fava yellow lentils, corn, spinach, pearl onions

roasted cauliflower golden raisin, fenugreek, spiced almonds

pireaus shrimp metaxa, lemon, charred bread

spit-roasted lamb ancient grain salad, tzatziki

charred octopus pickled pearl onion, gem lettuce, harissa oil

fourth

baklava vanilla anglaise

panna cotta pistachio, lemon, strawberry sorbet

Ingredients may not be listed in their entirety. Please inform your server of any allergies or dietary restrictions.

Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of food borne illness.

5 courses for \$55 per person++

Choose 1 item per course:

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first

tzatziki yogurt, cucumber, dill, citrus

tyrokafteri feta, smoked manouri cheese, grains of paradise

taramosalata carp roe, caviar, cauliflower

hummus chickpea, tahini, sultan chutney

melitzanosalata smoked eggplant, peppers, walnuts, feta

favosalata yellow lentils, scallions, black garlic, pine nuts

**all spreads are served with flatbread or crudité*

second

dolmades stuffed grape leaves, pine nuts, citrus labne

rokka salata arugula, shaved fennel, green apples, pine nuts

horiatiki tomato, cucumber, pepper, onion, kalamata, feta

king salmon tartar* grilled avocado, cucumber, romaine, harissa

falafel chickpea fritters, tahini yogurt

spanakopita spinach, leeks, feta

third

ora king salmon* israeli cous cous, saffron, english peas

charred octopus pickled pearl onion, gem lettuce, harissa oil

kolokithokeftedes zucchini patties, peppercorn yogurt

roasted cauliflower golden raisin, fenugreek, spiced almonds

fourth

fava yellow lentils, corn, spinach, pearl onions

crispy eggplant spicy honey, orange pith puree

spit-roasted lamb ancient grain salad, tzatziki

swordfish kebab roasted peppers, oil cured olives, pickled lemon

spit-roasted pork apricot, patty pan squash, charred eggplant

fifth

baklava vanilla anglaise

panna cotta pistachio, lemon, strawberry sorbet

seasonal selection of sorbets

**Ingredients may not be listed in their entirety. Please inform your server of any allergies or dietary restrictions.*

Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of food borne illness.

<http://kapnostaverna.com>

PROPERTY USE AGREEMENT

THIS PROPERTY USE AGREEMENT (the “Agreement”) is made as of the ____ day of _____, 2016, by and between THE HOTEL AT UMCP ABC, LLC, trading as The Hotel at the University of Maryland, David H. Hillman, Richard G. Hillman, and Anthony J. Izzo (collectively “Licensee”) and the CITY OF COLLEGE PARK, a Maryland municipal corporation (the “City”).

WITNESSETH

WHEREAS, UMCPF Property III, LLC, is the owner of the property, The Hotel at UMCP, LLC is the owner of the hotel on the property, and Licensee is the applicant for a Class B(BH) liquor license at the property located at 7777 Baltimore Avenue, College Park, MD 20740 (the “Property”); and

WHEREAS, the Property is located within the corporate limits of the City of College Park, Maryland; and

WHEREAS, Licensee has applied to the Board of Liquor License Commissioners of Prince George’s County (the “Board”), for a Class B (BH) Beer, Wine and Liquor License; and

WHEREAS, the Licensee has requested the support of the City for this Application for a Class B (BH) Beer, Wine and Liquor License; and

WHEREAS, in consideration of the covenants contained in this Agreement, the City will **voice no objection to/support** the Licensee’s application for a Class B (BH) Beer, Wine and Liquor License subject to the parties’ compliance with the terms, conditions and restrictions contained herein.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Repair and Maintenance of the Property. Licensee shall, from and after the date hereof, continue to keep the Property in good order and repair, and free of debris and graffiti.

2. Restrictions. Except with the express written consent of the City, which consent may not be unreasonably withheld, delayed or conditioned, during the period that Licensee is operating at or has any interest in the Property, and is using the Class B (BH) Beer, Wine and Liquor License, the use of the Property shall be restricted to the operation of a restaurant, hotel and hotel catered or hosted events, which receives from the sale of food and alcoholic beverages not more than fifty percent (50%) of its average monthly receipts over any three consecutive monthly periods from the sale of alcoholic beverages, and which complies strictly with the restrictions and requirements of the State of Maryland/Prince George's County Class B(BH) License or such other license as the Board may subsequently issue. The calculation of the percentage of alcoholic beverages sold shall include the full cost of any such beverage, and not just the alcohol contained in the beverage, and the full retail cost of all food served at the Property.

Licensee will provide the City, by January 15 of each year, with the summaries for the sales of alcoholic beverages and food for the preceding calendar year, and, at any time, such information in such form as the City may reasonably require, to permit the verification of sales required in this paragraph 2 of this Agreement. Such information need not be prepared by an accountant or auditor, but must be accompanied by a general affidavit signed by the Licensee affirming the accuracy of the information provided. Licensee may be required to allow the City

to inspect additional information to permit verification of the sales ratios required in this paragraph, including daily register receipts and the identity of, and invoices from, its alcohol and food suppliers. Licensee may be required by the City to provide information to permit verification of the sales ratios required in this paragraph, including daily register receipts and the identity of, and invoices from, its alcohol and food suppliers. Any such information provided by Licensee that is claimed to be confidential shall be so marked by Licensee and the City will treat such record as confidential as allowed by law.

3. Use of Property. Except as otherwise set forth herein, those uses of the Property permitted by the applicable zoning for the Property shall be permitted uses for the purposes of this Agreement. In addition, the Property shall be subject to all of the restrictions imposed by the applicable zoning of the Property.

4. Noises and Nuisances. Licensee shall not permit any nuisance to be maintained, allowed or permitted on any part of the Property, and no use of the Property shall be made or permitted which may be noxious or detrimental to health or which may reasonably be anticipated to become an annoyance or nuisance to persons or businesses on surrounding property.

5. Operations. Licensee shall maintain and operate the lobby bar in a manner that all seats are available for dining, and no area is designated solely for the consumption of alcoholic beverages. No sales of alcoholic beverages for off-site consumption shall be allowed except for partially consumed bottles of wine purchased at the Property and allowed off premises pursuant to Maryland law. The City recognizes that Licensee sells alcoholic beverages in a hotel setting, including in a lobby bar, at a restaurant known as Bagels and Grinds, and through room sales and conference and ballroom sales. Alcoholic beverages shall not be sold or served prior to 6:00 a.m. or after 2:00 a.m., with the exception that alcoholic beverages shall not be served prior to

6:00 a.m. and after 8:00 p.m. at Bagels and Grinds. The minimum price for a bottle or draft of beer and other alcoholic beverages shall be \$2.00. Beer will not be served in pitchers. Food from a regular menu must be served at all times that the premises are open for business and selling alcohol. Licensees shall ensure music and noise levels in the restaurant allow patron conversation in a normal tone of voice, are maintained at a reasonable level in the bar, and prohibit disruptive or rowdy behavior which disturbs the peaceful enjoyment of the facility by Licensee's patrons and other persons visiting the facility. The parties recognize that the Property hosts numerous social events in various rooms. It is not the intent of this Agreement to regulate the intermittent or occasional migration of noise from one room to another during said social events. No cover or door charge will be charged for entry to the Property, with the exception that tickets may be required for certain events. Alcoholic beverages shall be served in the restaurant only to patrons sitting at the bar, tables or counters or standing within the Restaurant. Licensee shall ensure that the exterior of the restaurant, inclusive of the service and patio areas, remain clean and graffiti free. Licensee shall not engage in window advertising of the sale of beer, wine or liquor, nor off-premises leafleting of cars or on public right of way promoting the sale of beer, wine or liquor. All off-premises advertising of specials, happy hours or reduced prices for beer or wine shall be limited to promotions coupling the sale or service of food with the sale of alcoholic beverages.

Licensee shall not rent the facilities to individuals or businesses involved in promoting or making a business or profit from producing musical, band or disc jockey events without the hotel general manager retaining ultimate control of the event. This provision does not prevent Licensee from hiring a booking agent to act on its behalf in scheduling live entertainment, or contracting with a promoter, disc jockey or band for entertainment, nor from allowing the booking of music by patrons for a specific event, such as weddings, receptions, etc. Live and recorded music is

allowed for events in the conference and meeting rooms and ballrooms. Background music is allowed on outside patio areas and in the bar and restaurant areas. At times, live music may be played in the Lobby Bar. In the event that bona fide complaints as to the sound level of voice or music entertainment on any patio area are received by the City, the parties agree to review this condition, with further limitation of entertainment on the outside patio, if justified, not to be unreasonably refused by Licensee.

Licensee shall use a scanner system, as allowed by law, designed to recognize false identification prior to making alcoholic beverage sales. The scanner shall be used for all persons who appear to be under the age of thirty five (35) years. Licensee will not accept State of Maryland vertical type licenses as proof of age.

Licensee shall not provide tables, such as a beer pong table, whose purpose is for use in drinking games. Licensee shall not sponsor or support drinking games within the Property.

6. Enforcement. The City shall have the right to enforce, by any proceeding at law or in equity, including injunction, all restrictions, terms, conditions, covenants and agreements imposed upon the Property and/or Licensee pursuant to the provisions of this Agreement. The parties agree that if Licensee should breach the terms of the Agreement, the City would not have an adequate remedy at law and would be entitled to bring an action in equity for specific performance of the terms of this Agreement. In the event of a violation of paragraph 2 of this Agreement, Licensee shall have sixty (60) days from the date of notification of the violation to adjust his operations and achieve compliance, as measured during the sixty (60) day period, with the requirements of paragraph 2 of this Agreement. In the event the City is required to enforce this Agreement and Licensee is determined to have violated any provision of this Agreement, Licensee will reimburse the City for all costs of the proceeding including reasonable attorneys'

fees. Should Licensee prevail in any action brought by the City to enforce a provision of this Agreement, the City shall reimburse Licensee for all costs of the proceeding including reasonable attorneys' fees.

7. Waiver. Neither any failure nor any delay on the part of the City in exercising any right, power or remedy hereunder or under applicable law shall operate as a waiver thereof nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

8. Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the affiliates, parent and subsidiary entities of Licensee.

9. Scope and Duration of Restrictions. The restrictions, conditions and covenants imposed by this Agreement shall be valid only so long as Licensee maintains a Class B (BH) License at Bagels and Grinds and/or the Hotel, or some other substantially similar restaurant or hotel.

10. Notices. All notices given hereunder shall be in writing and shall be deemed to have been given when hand delivered against receipt of three (3) days after deposit with the United States Postal Service, as registered or certified mail, return receipt requested, postage prepaid, addressed:

(i) If to Licensee:
Hotel General Manager
7777 Baltimore Avenue
College Park, MD 20740

With copy to:

Linda Carter, Esq.
Meyers, Rodbell & Rosenbaum, P.A.
6801 Kenilworth Ave., Ste 400
Riverdale Park, MD 20737

(ii) If to the City:

Scott Somers
City Manager
City of College Park
4500 Knox Road
College Park, Maryland 20740

with copy to:

Suellen M. Ferguson, Esq.
Council, Baradel, Kosmerl & Nolan, P.A.
125 West Street, 4th Floor
Annapolis, Maryland 21404

11. Security. Pursuant to §26-1103 of the Alcoholic Beverages Article, Annotated Code of Maryland Licensee is required to obtain a License for special entertainment or to obtain an exemption or file an affidavit of no entertainment. Prior to seeking or operating under a License for special entertainment, Licensee agrees that it shall first present to the City its plans for entertainment as well as for any required security. For any activities authorized by such a license or exemption, the Licensee shall have and maintain a Security Plan to prevent the Property and any such activities from posing a threat to the peace and safety of the surrounding area. The Security Plan shall, at minimum, comply with the requirements of the Board of License Commissioners. Any required Security Plan for the Licensee is subject to review and revision annually or upon request by Prince George's County Police, the University of Maryland Police or the City of College Park.

a. Licensee shall diligently enforce ID policies through trained and certified managers and employees. Licensee agrees to take all necessary measures to ensure that under age persons do not obtain alcoholic beverages.

b. All serving, bar, and management employees will be TIPS trained before serving alcohol.

12. Amendments. This Agreement may not be amended or modified except in writing executed by all parties hereto, and no waiver of any provision or consent hereunder shall be effective unless executed in writing by the waiving or consenting party.

13. Severability. The provisions of this Agreement shall be deemed severable, so that if any provision hereof is declared invalid, all other provisions of this Agreement shall continue in full force and effect.

14. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland.

15. Counterparts. This Agreement may be executed in any number of counterparts each of which shall constitute an original and all of which together shall constitute one agreement.

16. Headings. The headings or titles herein are for convenience of reference only and shall not affect the meaning or interpretation of the contents of this Agreement.

17. Recitals. The Recitals (“Whereas” clauses) set forth at the beginning of this Agreement are hereby acknowledged by the parties to be true and correct, and are hereby incorporated into and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

WITNESS/ATTEST

THE HOTEL AT UMCP ABC, LLC

Deleted: ¶

Deleted: ¶

By: _____

Title: _____

David H. Hillman

Richard G. Hillman

Anthony J. Izzo

WITNESS/ATTEST

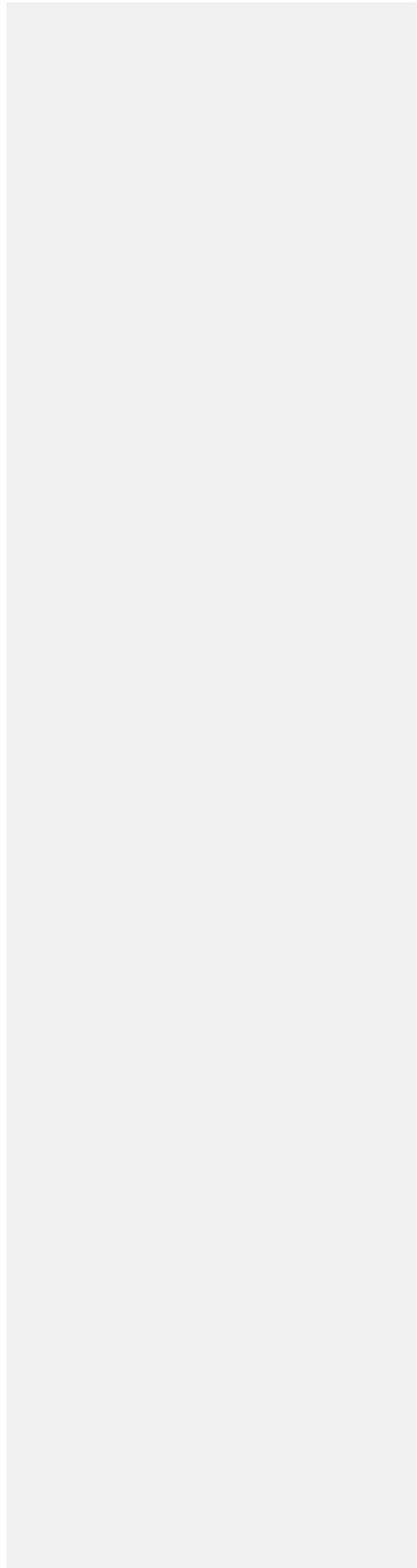
CITY OF COLLEGE PARK, MARYLAND

Janeen S. Miller, City Clerk

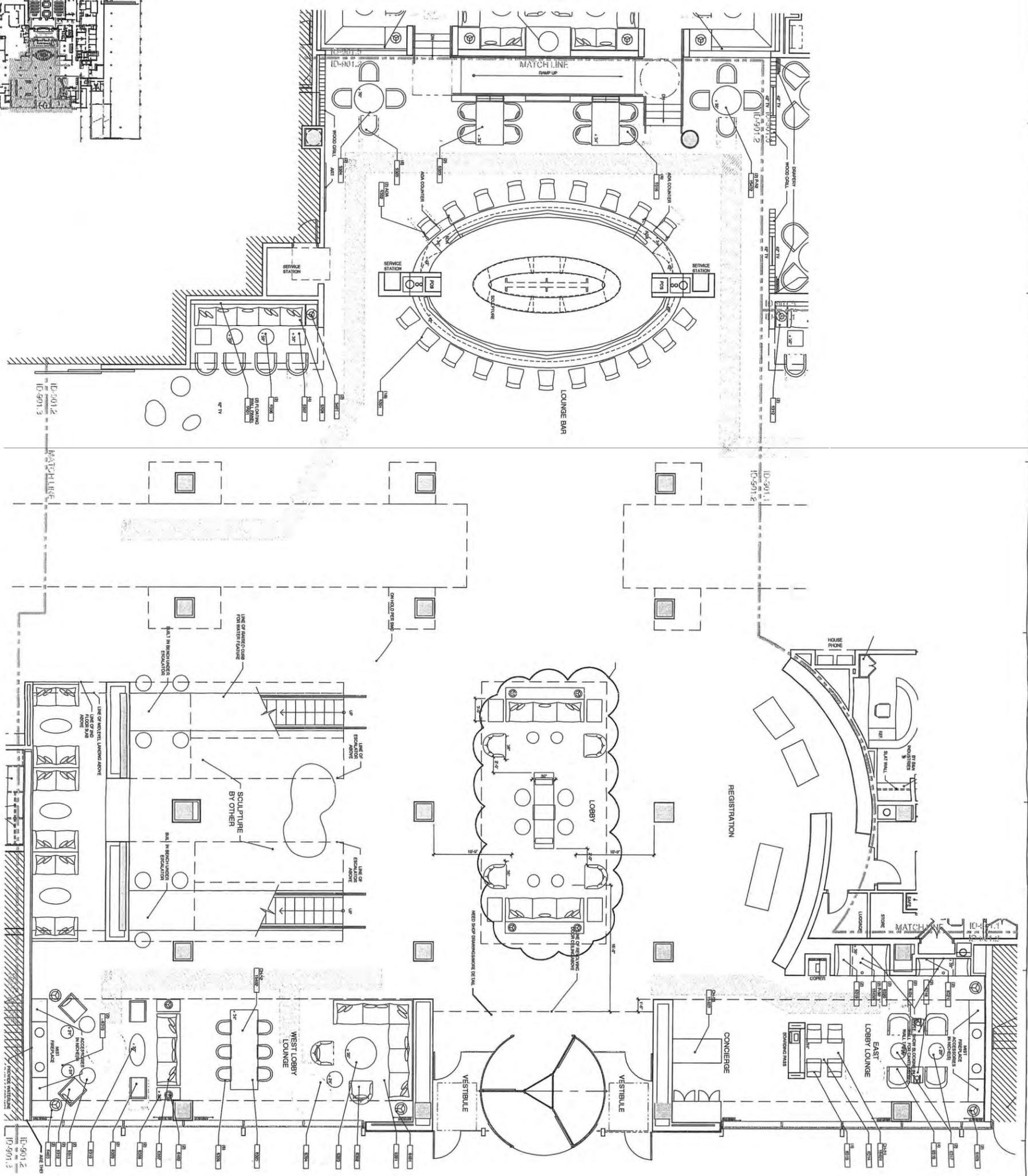
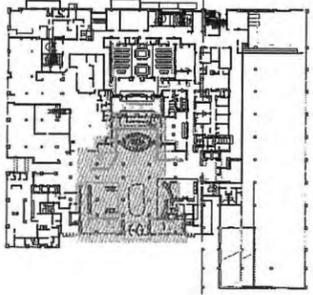
By: _____
Scott Somers, City Manager

APPROVED AS TO FORM:

By: _____
Suellen M. Ferguson, City Attorney



FIRST FLOOR
KEY PLAN
SCALE: 1/8" = 1'-0"



REFER TO DRAWING
ID-901 FOR GENERAL
FURN. PLAN NOTES.

FIRST FLOOR
ENLARGED FURNITURE PLAN
SCALE: 1/8" = 1'-0"

ISSUE/REVISION	
NO.	DATE
1	10/08/2015
2	10/08/2015
3	10/08/2015
4	11/19/2015
5	01/19/2016
6	01/19/2016
7	04/22/2016

RD. JONES
WIREMESH ARCHITECTURAL DESIGN AND INTERIOR
775 BALTIMORE AVENUE, COLLEGE PARK, MD 20740
TEL: 410-326-7300
WWW.RDJONES.COM

ENLARGED FF&E PLAN

SCALE: AS INDICATED
DATE: 04-22-2016
DRAWN BY: HDJA
JOB NO.: 2289
SHEET NUMBER:

ID-901.2
PROGRESS

4

Property Use Agreement with Moose Creek



**CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM**

Meeting Date: August 3, 2016

Prepared By: R.W. Ryan, Public Services Director

Presented By: Suellen Ferguson, City Attorney

Originating Department: Public Services

Issue Before Council: Property Use Agreement with Moose Creek re: Transfer of liquor license from OpRock College Park Beverage, LLC, t/a Moose Creek Steak House to Ankur Patel, Managing Member/Authorized Person, Kevin Patel, Authorized Person, Kalpesh Patel, Authorized Person, Piyush Patel, Authorized Person, for a Class BH, Beer, Wine and Liquor License for the use of DC West Beverage, LLC, t/a Holiday Inn/Moose Creek Steakhouse, 10000 Baltimore Avenue, College Park.

Strategic Plan Goal: Goal #3 High Quality Development and Reinvestment

Background/Justification:

Ankur Patel, Managing Member/Authorized Person, Kevin Patel, Authorized Person, Kalpesh Patel, Authorized Person, Piyush Patel, Authorized Person have applied to the Board of License Commissioners (BOLC) for the transfer of a Class BH, Beer, Wine and Liquor License for the use of DC West Beverage, LLC, t/a Holiday Inn/Moose Creek Steakhouse, 10000 Baltimore Avenue, College Park from OpRock College Park Beverage, LLC, t/a Moose Creek Steak House, Peter Falco, Authorized Person, Walter Schmidt, Authorized Person, Patricia Bulla, Authorized Person.

A public hearing must be held before this permit can be issued. A BOLC hearing is scheduled for 10:00 a.m., Tuesday, August 23, 2016 in the BOLC hearing room, Room 410, 9200 Basil Court, Largo, MD.

An amendment to the existing Property Use Agreement (PUA) between the City and t/a Moose Creek Steak House would be required for the City to support the license transfer. The City Attorney conferred with the applicant's attorney to discuss this amendment. A draft Amended PUA is attached for Council consideration. The redline amendments have not yet been approved by the applicant. The applicant's attorney is out of town for the August 3 meeting, but should be available for the August 9 Council meeting.

Fiscal Impact:

There is no anticipated fiscal impact to the City.

Council Options:

- #1: Approve the draft Amended PUA as proposed and support/not oppose the transfer of a Class BH, Beer, Wine and Liquor License for the use of DC West Beverage, LLC, t/a Holiday Inn/Moose Creek Steakhouse
- #2: Approve the draft Amended PUA with changes and support/not oppose the transfer of a Class BH, Beer, Wine and Liquor License for the use of DC West Beverage, LLC, t/a Holiday Inn/Moose Creek Steakhouse
- #3 Oppose the transfer.
- #4 Take no action.

Staff Recommendation:

#1

Recommended Motion:

I move that the City Council support the transfer to Ankur Patel, Managing Member/Authorized Person, Kevin Patel, Authorized Person, Kalpesh Patel, Authorized Person, Piyush Patel, Authorized Person for the use of DC West Beverage, LLC, t/a Holiday Inn/Moose Creek Steakhouse, subject to the applicant agreeing to a PUA in substantially the form as attached; authorize the City Manager to sign the PUA; and, authorize staff to testify to the Council's position at the BOLC hearing.

Attachments:

1. BOLC Notice of Public Hearing
2. Draft Amended PUA
3. BOLC application

PROPERTY USE AGREEMENT

THIS PROPERTY USE AGREEMENT (the “Agreement”) is made as of the ____ day of _____, 2016, by and between DC West Beverage, LLC, t/a Holiday Inn/Moose Creek Steakhouse, Ankur Patel, Kevin Patel, Kalpesh Patel and Piyush Patel (collectively referred to as “Licensee”) and the CITY OF COLLEGE PARK, a Maryland municipal corporation (the “City”).

WITNESSETH

WHEREAS, Oprock College Park Fee, LLC is the owner of, and Licensee is a tenant at, the property listed in property records as being located at 10000 Baltimore Avenue (the “Property”); and

WHEREAS, the Property is located within the corporate limits of the City of College Park, Maryland; and

WHEREAS, Licensee has applied to the Board of Liquor License Commissioners of Prince George’s County (the “Board”), for the transfer of a Class B (BH) Beer, Wine and Liquor License from Oprock College Park Fee LLC; and

WHEREAS, the Licensee has requested the support of the City for this Application for the transfer of a Class B (BH) Beer, Wine and Liquor License; and

WHEREAS, in consideration of the covenants contained in this Agreement, the City will **support/voice no objection to** the Licensee’s application for the transfer of a Class B (BH) Beer, Wine and Liquor License, nor subsequent renewals of said License on the basis of matters covered in this agreement, subject to the parties’ compliance with the terms, conditions and restrictions contained herein.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Repair and Maintenance of the Property. Licensee shall, from and after the date hereof, continue to keep the Property in good order and repair, and free of debris and graffiti.

2. Restrictions. Except with the express written consent of the City, which consent may not be unreasonably withheld, delayed or conditioned, during the period that Licensee is operating at or has any interest in the Property, and is using the Class B (BH) Beer, Wine and Liquor License, the use of the Property shall be restricted to the operation of the Moose Creek Steakhouse (Restaurant), hotel and hotel catered or hosted events. Average daily receipts from sales of alcohol may not exceed the average daily receipts from room rentals and food, based on average monthly receipts over any three consecutive monthly periods. Licensee shall strictly comply with the restrictions and requirements of the State of Maryland/Prince George's County Class B(BH) License. The calculation of the percentage of alcoholic beverages sold shall include the full cost of any such beverage, and not just the alcohol contained in the beverage, and the full retail cost of all food served at the Property.

Licensee will provide the City, by January 15 of each year, with t, with summaries of each month's receipts from the sales of alcoholic beverages and food, for the preceding calendar year, and, at any time, such information in such form as the City may reasonably require to permit the verification of sales required in this paragraph 2 of this Agreement. In the event that information is requested at some time other than January 15, the City will state the reasonable reason for the request in writing and allow the Licensee two weeks to respond. Such information need not be prepared by an accountant or auditor, but must be accompanied by a general affidavit signed by

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the Licensee affirming the accuracy of the information provided. Licensees may be required by the City to provide information to permit verification of the sales ratios required in this paragraph, including daily register receipts and the identity of, and invoices from, its alcohol and food suppliers. Any such information provided by Licensee that is claimed to be confidential or proprietary shall be so marked by Licensee and the City will treat such record as confidential as allowed by law. The City agrees that any such information provided as required in this paragraph by Licensee shall not be copied and after review, shall be destroyed or returned to the Licensee, at Licensee's option. In any event the City may retain the records only for so long as necessary to complete any inquiry or investigation and shall, at the Licensee's request, identify every individual by title, name and date who has had access to the information.

3. Use of Property. Except as otherwise set forth herein, those uses of the Property permitted by the applicable zoning for the Property shall be permitted uses for the purposes of this Agreement. In addition, the Property shall be subject to all of the restrictions imposed by the applicable zoning of the Property.

4. Noises and Nuisances. Licensee shall not permit any nuisance to be maintained, allowed or permitted on any part of the Property, and no use of the Property shall be made or permitted which may be noxious or detrimental to health or which may reasonably be anticipated to become an annoyance or nuisance to persons or businesses on surrounding property.

5. Operations. Licensee shall maintain and operate the Moose Creek Steakhouse restaurant in a manner that all seats are available for dining, no area is designated solely for the consumption of alcoholic beverages, and no sales of alcoholic beverages for off-site consumption shall be allowed. The City recognizes that Licensee sells alcoholic beverages in a hotel setting, including in room sales and conference and ballroom sales. This Agreement is not

intended to limit the otherwise lawful sales of alcoholic beverages in these settings. Alcoholic beverages shall not be sold or served prior to 6:00 a.m. or after 2:00 a.m. The minimum price for a bottle or draft of beer and other alcoholic beverages shall be \$2.00. Food from a regular menu must be served at all times that the premises are open for business. Licensees shall ensure music and noise levels in the restaurant allow patron conversation in a normal tone of voice, are maintained at a reasonable level in the bar, and prohibit disruptive or rowdy behavior which disturbs the peaceful enjoyment of the facility by Licensee's patrons and other persons visiting the facility. The parties recognize that the Property hosts numerous social events in various rooms. It is not the intent of this Agreement to regulate the intermittent or occasional migration of noise from one room to another during said social events. No cover or door charge will be charged for entry to the property. Alcoholic beverages shall be served in the restaurant only to patrons sitting at the bar, tables or counters inside the restaurant facility. Licensee shall ensure that the exterior of the restaurant, inclusive of the service and patio areas, remain clean and graffiti free. Licensee shall not engage in window advertising of the sale of beer, wine or liquor, nor off-premises leafleting of cars or on public right of way promoting the sale of beer, wine or liquor. All off-premises advertising of specials, happy hours or reduced prices for beer or wine shall be limited to promotions coupling the sale or service of food with the sale of alcoholic beverages.

Licensee shall not rent the facilities to individuals or businesses involved in promoting or making a business or profit from producing musical, band or disc jockey events without the hotel general manager retaining ultimate control of the event. This provision does not prevent Licensee from hiring a booking agent to act on its behalf in scheduling live entertainment, or contracting with a promoter, disc jockey or band for entertainment, nor from allowing the booking of music

by patrons for a specific event, such as weddings, receptions, etc. Live and recorded music is allowed for events in the Restaurant, bar area, conference and meeting rooms, ballrooms and patio. In the event that bona fide complaints as to the sound level of voice or music entertainment on the patio are received by the City, the parties agree to review this condition, with further limitation of entertainment on the outside patio, if justified, not to be unreasonably refused by Licensee.

6. Enforcement. The City shall have the right to enforce, by any proceeding at law or in equity, including injunction, all restrictions, terms, conditions, covenants and agreements imposed upon the Property and/or Licensee pursuant to the provisions of this Agreement. The parties agree that if Licensee should breach the terms of the Agreement, the City would not have an adequate remedy at law and would be entitled to bring an action in equity for specific performance of the terms of this Agreement. In the event of a violation of paragraph 2 of this Agreement, Licensee shall have sixty (60) days from the date of notification of the violation to adjust his operations and achieve compliance, as measured during the sixty (60) day period, with the requirements of paragraph 2 of this Agreement. In the event the City is required to enforce this Agreement and Licensee is determined to have violated any provision of this Agreement, Licensee will reimburse the City for all costs of the proceeding including reasonable attorneys fees. Should Licensee prevail in any action brought by the City to enforce a provision of this Agreement, the City shall reimburse Licensee for all costs of the proceeding including reasonable attorneys fees.

7. Waiver. Neither any failure nor any delay on the part of the City in exercising any right, power or remedy hereunder or under applicable law shall operate as a waiver thereof nor

shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

8. Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the affiliates, parent and subsidiary entities of Licensee.

9. Scope and Duration of Restrictions. The restrictions, conditions and covenants imposed by this Agreement shall be valid only so long as Licensee maintains a Class B (BH) License at Moose Creek Steakhouse and Lounge and/or Holiday Inn Hotel, or some other substantially similar restaurant or hotel.

10. Security. Pursuant to Article 2B, §6-201(r)(19) of the Annotated Code of Maryland, Licensee is required to obtain a License for special entertainment or to obtain an exemption, or file an affidavit of no entertainment. Prior to seeking or operating under a License for special entertainment or an exemption, Licensee agrees that it shall first present to the City its plans for entertainment as well as for any required security. For any activities authorized by such a license or exemption, the Licensee shall have and maintain a Security Plan to prevent the Property and any such activities from posing a threat to the peace and safety of the surrounding area. The Security Plan shall, at minimum, comply with the requirements of the Board of License Commissioners. Any required Security Plan for the Licensee is subject to review and revision annually or upon request by Prince George's County Police, the University of Maryland Police or the City of College Park.

a. Licensee shall diligently enforce ID policies through trained and certified managers and employees. Licensee agrees to take all necessary measures to ensure that under age persons do not obtain alcoholic beverages.

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b. All personnel involved in the sale of alcohol and all managers shall be trained in a State approved alcohol awareness program before serving alcohol.

11. Notices. All notices given hereunder shall be in writing and shall be deemed to have been given when hand delivered against receipt of three (3) days after deposit with the United States Postal Service, as registered or certified mail, return receipt requested, postage prepaid, addressed:

(i) If to Licensee:

10000 Baltimore Avenue
College Park, MD 20740

With copy to:

Douglas C. Meister, Esq.
6801 Kenilworth Ave., Ste 400
Riverdale Park, MD 20737

(ii) If to the City:

Scott Somers
City Manager
City of College Park
4500 Knox Road
College Park, Maryland 20740

with copy to:

Suellen M. Ferguson, Esq.
Council, Baradel, Kosmerl & Nolan, P.A.
125 West Street, 4th Floor
Annapolis, Maryland 21404

12. Amendments. This Agreement may not be amended or modified except in writing executed by all parties hereto, and no waiver of any provision or consent hereunder shall be effective unless executed in writing by the waiving or consenting party.

13. Severability. The provisions of this Agreement shall be deemed severable, so that if any provision hereof is declared invalid, all other provisions of this Agreement shall continue in full force and effect.

14. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland.

15. Counterparts. This Agreement may be executed in any number of counterparts each of which shall constitute an original and all of which together shall constitute one agreement.

16. Headings. The headings or titles herein are for convenience of reference only and shall not affect the meaning or interpretation of the contents of this Agreement.

17. Recitals. The Recitals (“Whereas” clauses) set forth at the beginning of this Agreement are hereby acknowledged by the parties to be true and correct, and are hereby incorporated into and made a part of this Agreement. IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

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WITNESS/ATTEST

DC WEST BEVERAGE, LLC

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¶

By: _____, Authorized Person

Ankur Patel

Kevin Patel

Kalpesh Patel

Piyush Patel

WITNESS/ATTEST

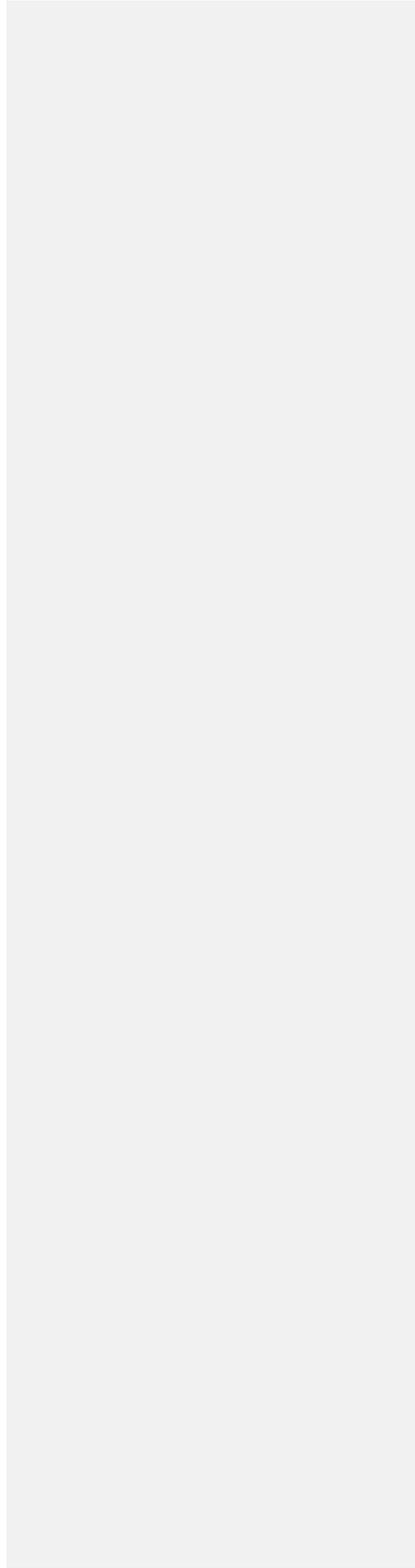
CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Scott Somers, City Manager

APPROVED AS TO FORM:

By: _____
Suellen M. Ferguson, City Attorney



August 23, 2016

NOTICE IS HEREBY GIVEN: that applications have been made with the Board of License Commissioners for Prince George's County, Maryland for the following alcoholic beverage licenses in accordance with the provisions of Article 2B.

TRANSFER

Gautam Patel, Managing Member, for a Class A, Beer, Wine and Liquor License for the use of 51 Liquors, LLC, **t/a 51 Liquors**, 3207 Naylor Road, Silver Hill, 20748, transfer from Dolsan, Inc., t/a 51 Liquor, Paul Lee, President/Secretary/Treasurer.

Atty: Linda Carter, Esquire Opp: _____

Dhruv M. Jani, Member-Manager, Mitchell David, Member, for a Class A, Beer, Wine and Liquor License for the use of C.D. Spirits, LLC, **t/a C.D. Liquors**, 4945 Marlboro Pike, Capitol Heights, 20743, transfer from NARA Enterprises Inc., t/a C.D. Liquors, Byung Lee, President/Secretary/Treasurer.

Atty: Robert Kim, Esquire Opp: _____

Ankur Patel, Managing Member/Authorized Person, Kevin Patel, Authorized Person, Kalpesh Patel, Authorized Person, Piyush Patel, Authorized Person, for a Class BH, Beer, Wine and Liquor License for the use of DC West Beverage, LLC, **t/a Holiday Inn/Moose Creek Steakhouse**, 10000 Baltimore Avenue, College Park, 20740, transfer from OpRock College Park Beverage, LLC, t/a Moose Creek Steak House, Peter Falco, Authorized Person, Walter Schmidt, Authorized Person, Patricia Bulla, Authorized Person.

Atty: Douglas Meister, Esquire Opp: _____

Chao Chen, President, Yan Chen, Secretary/Treasurer, for a Class B+, Beer, Wine and Liquor License for the use of PG LongXin, Inc., **t/a A-1 Restaurant and Liquor Store**, 7910 Martin Luther King Jr., Highway, Glenarden, 20706, transfer from A1 Discount Liquors, Inc., t/a A-1 Restaurant and Liquor Store, Surjit Gosal, President/Secretary/Treasurer.

Atty: Matthew Gorman, Esquire Opp: _____

TRANSFER OF LOCATION

Bin Yao, President/Secretary/Treasurer, for a Class B+, Beer, Wine and Liquor License for the use of BQZ, LLC, **t/a Riggs Seafood and Liquors**, 9107 Riggs Road, Hyattsville, 20783, transfer of location from Laurel Sakura, LLC, t/a Sakura Japanese Steakhouse, Kyung Hoon Ha, President, Charles DiVicenzo, Vice President.

Atty: Matthew Gorman, Esquire Opp: _____

Kyung Hoon Ha, President, Danesa Zambrano, Vice President, for a Class B, Beer, Wine and Liquor License for the use of Laurel Sakura, LLC, **t/a Sakura Japanese Steakhouse**, 13487 Baltimore Avenue, Laurel, 20707, transfer of location from Blow Fish House, t/a Blow Fish Restaurant, Yue Lin, President/Secretary/Treasurer, Samuel Mendez, Assistant Secretary, Bin Yao, Vice President.

Atty: Regis Johnston, Esquire Opp: _____

NEW

Mark Ridley, Authorized Person, Managing Member, Sharon Ridley, AP, Member, for a new Class B(BLX), Beer, Wine and Liquor License for the use of M & SR Enterprises, LLC, **t/a The Brass Tap-National Harbor**, 164 Fleet Street, National Harbor, 20745.

Atty: Linda Carter, Esquire Opp: _____

Jesus Mejia, President/Secretary/Treasurer for a New Class B, Beer, Wine and Liquor License for the use of El Mexireno Restaurant, Inc., **t/a El Mexireno Restaurant**, 5494 St. Barnabas Road, Oxon Hill, 20745.

Atty: Matthew Gorman, Esquire Opp: _____

A hearing will be held at 9200 Basil Court, Room 410, Largo, Maryland 20774, 10:00 a.m., Tuesday, August 23, 2016. Additional information may be obtained by contacting the Board's Office at 301-583-9980.

BOARD OF LICENSE COMMISSIONERS

Attest:
Kelly E. Markomanolakis
Administrative Assistant
June 24, 2016

5

Terrapin Row
proffer and
pedestrian
safety
improvements



**CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM**

Prepared By: Terry Schum, Planning Director

Meeting Date: 8/3/16

Presented By: Terry Schum

Proposed Consent Agenda: No

Originating Department: Planning, Community and Economic Development

Issue Before Council: Pedestrian Safety and Intersection Improvements around Toll Development

Strategic Plan Goal: Goal # 3: High Quality Development and Reinvestment

Background/Justification: At the regular City Council meeting on July 12, 2016, alternative proposals were reviewed to satisfy the Declaration of Covenants and Agreement Regarding Land Use (Covenants) with Toll Brothers regarding certain intersection improvements related to the Terrapin Row project. Based on testimony that was provided and Council discussion, this item was deferred to allow staff and Toll Brothers additional time to explore other options that might provide better safety protection and durability and be more attractive. Staff has explored a different type of bollard system and the option of having the City rather than Toll Brothers construct concrete sidewalk bump-outs. In addition, staff is waiting for additional information from Prince George's County regarding a proposed project at Guilford Road that might alter the existing channel to provide a sidewalk across it. Research and discussions are still underway but it is anticipated that there will be a resolution prior to the meeting on August 3.

Fiscal Impact: None

Council Options:

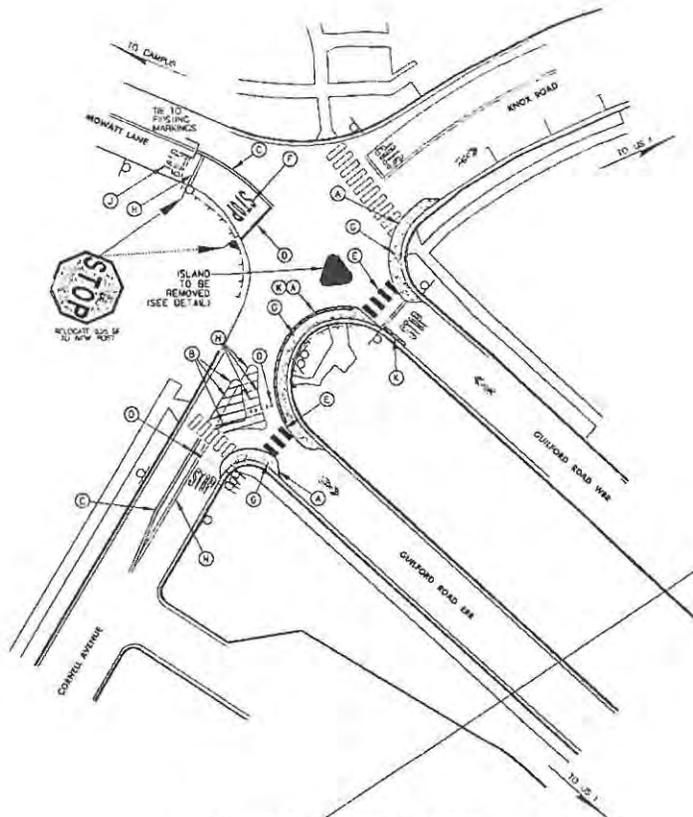
1. Approve the previous Toll proposal for intersection and pedestrian improvements.
2. Approve an alternative proposal for intersection and pedestrian improvements.

Staff Recommendation: To be provided at the City Council meeting.

Recommended Motion: To be provided at the City Council meeting.

Attachments:

1. Previous signing and pavement marking plan provided by Toll.



DRAFT WORK IN PROGRESS
NOT FOR CONSTRUCTION

PAVEMENT MARKING LEGEND

- (A) 5' SOLID WHITE LEAD FREE REFLECTIVE THERMOPLASTIC PAVEMENT MARKING
- (B) 5' SOLID YELLOW LEAD FREE REFLECTIVE THERMOPLASTIC PAVEMENT MARKING
- (C) 5' SOLID DOUBLE YELLOW LEAD FREE REFLECTIVE THERMOPLASTIC PAVEMENT MARKING
- (D) 12" SOLID PREFORMED REFLECTIVE THERMOPLASTIC PAVEMENT MARKING LINES
- (E) 24" SOLID PREFORMED REFLECTIVE THERMOPLASTIC PAVEMENT MARKING LINES
- (F) WHITE PREFORMED PAVEMENT MARKING LEGENDS AND ARROWS
- (G) SAND COLOR PREFORMED PAVEMENT MARKINGS
- (H) REMOVE EXISTING PAVEMENT LINE MARKINGS - ANY WIDTH
- (J) REMOVE EXISTING PAVEMENT LETTERS, SYMBOLS, ARROWS AND NUMBERS
- (K) INSTALL KWICK KURB CHANNELIZATION PANELS ADJACENT TO EDGE LINE

PAVEMENT LEGEND

FULL-DEPTH PAVEMENT CONSTRUCTION

SIGNING LEGEND		REV	DATE	BY	CHKD BY
SYMBOL	DESCRIPTION				
	EXISTING GROUND MOUNTED SIGN AND SUPPORT(S)				
	PROPOSED GROUND MOUNTED SIGN AND SUPPORT(S)				
	EXISTING SIGN TO REMAIN				
	EXISTING SIGN TO BE REMOVED				
	PROPOSED SIGN TO BE INSTALLED				
	EXISTING GUARD RAIL				

TERRAPIN ROW

SIGNING AND PAVEMENT MARKING PLAN

DATE: JUNE 2010	DESIGN BY: DCS	DRAWING NO.: SN 21	SHEET NO.: 1 OF 1
SCALE: 1" = 20'	DRAWN BY: AMI	CHECK BY: SNE	

LENHART-TRAFFIC CONSULTING, INC.
 1411 BRIDGEVIEW PARKWAY, SUITE 101
 30134 PEARL, MS 39274
 TEL: 601-781-3333
 FAX: 601-781-3338
 www.lenharttraffic.com

PLotted: 10/20/10, 10:00 AM, 10/20/10, 10:00 AM
 FILE: 210001010101 - TERRAPIN ROW - SN 21 - TERRAPIN ROW.DWG

6

Removal of
healthy trees
on Wichita
Avenue



**CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM**

Prepared By: Scott Somers, City Manager

Meeting Date: August 3, 2016

Presented By: Bob Stumpff, Public Works Director

Originating Department: Administration

Issue Before Council: Resident request to remove three (3) street trees along Wichita Ave.

Strategic Plan Goal: Goal 2: Environmental Sustainability

Background/Justification:

The City has received a request to remove three (3) street trees along Wichita Ave. This same request was discussed with the City Council during their January 15, 2013 Worksession. The notes from that Worksession follow:

January 15, 2013:

Removal of healthy trees on Wichita: Dave Turley, resident of Wichita; Ms. Mills, resident of Wichita; John Lea-Cox, City Forester; Mark Wimer, Tree & Landscape Board Chair; Brenda Alexander and Bob Stumpff: Residents discussed issues about street trees (heaved sidewalks, impeding street lights, bird droppings, birds singing at night, electrical problems, sewer problems from roots) and requested the trees be removed. Staff said the removal of healthy street trees is regulated by the state Department of Natural Resources Roadside Tree Law. TLB and City Forester are against removing the trees. City Manager is against removal of trees and said it would take Council action to do so. Council not interested in pursuing removal of trees.

The City Council at the time stated they weren't supportive of removing the trees, as did the Tree and Landscape Board, as one can see from the notes. These trees were planted in the Spring of 1999.

Fiscal Impact:

Cost of tree removal and replacement. The cost to remove the 3 trees & grind the resulting stumps is about \$2,100. New replacement trees could run about \$600.

Council Options:

1. Direct staff to remove and replace the street trees.
2. Direct staff to maintain the trees as they are
3. Provide alternate direction to staff.

Staff Recommendation:

Staff will take direction from the City Council.

Attachments:

Photo of street trees in question







7

CBE
recommendation
for a project
with the
Environmental
Finance Center



**CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM**

Prepared By: Steve Beavers
Community Development Coordinator

Meeting Date: August 3, 2016

Presented By: Andrew Fellows, Environ. Finance Center
Janis Oppelt, CBE Chair

Proposed Consent: N/A

Originating Department: Planning, Community and Economic Development

Issue Before Council: Discussion of CBE-EFC Partnership Recommendations

Strategic Plan Goal: Goal 2: Environmental Sustainability

Background/Justification:

In the spring of 2016, the Environmental Finance Center (EFC) approached the City and requested to create a partnership for sustainability. The EFC has access to resources at the University of Maryland including a wealth of research in environmental best practices. A partnership is beneficial to the City because it expands the capacity of staff to meet sustainability goals in the Strategic Plan. During the fiscal year 2017 budget process, the City Council allocated \$20,000 to the EFC for a sustainability partnership.

In July, EFC staff met with the CBE to help brainstorm potential areas of technical assistance. The CBE discussed a wide range of projects and decided to focus on three top categories of interest. As detailed in Attachment 1, the CBE has indicated 3 broad areas: Stormwater Management, Zero Waste, and Energy Efficiency/Carbon Footprint.

After input from the City Council to further refine this list, staff from the EFC will seek out academic departments on campus involved in these areas and attempt to match University strengths with useful projects for the City. The EFC will review the proposed project areas and match up academic departments that could provide assistance in these areas. It is expected that the EFC will propose some potential projects near the end of September, potentially in time for discussion at the CBE's September meeting. The refined project list would then be provided to the Council by early fall. Eventual deliverables (studies, reports, plans, etc) are expected to arrive by June, 2017.

Fiscal Impact:

Funding is allocated in the FY 2017 Budget. Staff time needed will vary depending on the scope of the projects.

Council Options:

1. Accept the CBE recommendations as attached.
2. Provide alternative CBE-EFC projects.
3. Defer feedback at this time.

Staff Recommendation:

#1

Recommended Motion:

N/A

Attachments:

1. CBE Recommendations Dated July 29, 2016



July 29, 2016

Mayor Patrick Wojahn and College Park City Council
City Hall
4500 Knox Rd
College Park, MD 20740

RE: CBE Priorities for EFC's Contribution to College Park's Environmental Projects

Dear Mayor Wojahn and Council Members,

At its July 25, 2016, meeting, members of the City of College Park's Committee for a Better Environment (CBE) met with Andrew Fellows from the Environmental Finance Center (EFC). The Committee discussed project ideas that selected University departments and students could conduct that would contribute to the City's environmental sustainability and resilience.

In addition to CBE's priorities for EFC projects listed below, members want to emphasize the following criteria to ensure that the EFC's work will be relevant and meaningful:

- **Overall environmental impact:** Which project would have the highest impact for the money spent (highest return on investment)?
- **Benefits to residents:** How much benefit will the project bring to residents? For example, will it bring direct benefits residents can see in their own lives (e.g., reduced energy use/lower electric bills) or in the community (e.g., less flooding, less litter)? This could encourage residents to see themselves as part of the solution, rather than them seeing the project as something that is imposed on them.
- **Complement other projects currently underway:** Does the project build on or complement another successful effort underway?
- **Affordability:** Is the project affordable for the City after the EFC's assistance ends?

CBE Recommendations for Top Priorities for EFC

1. **STORMWATER MANAGEMENT:** On a *city-wide* basis, assess, identify and prioritize problem areas and develop an action plan for resolution. (**Note:** In 2015, EFC staff gathered information about problem areas in the City and submitted a report of the results to the City. The EFC has offered to present their findings to the Council and discuss potential follow-up actions.)

A frequent option chosen to reduce stormwater is the installation of rain gardens on public and private land. CBE emphasizes that if this is an option chosen, the action plan should include not only installation but also future maintenance. Rain gardens that are already in

place may need to be improved upon as well. Installation of rain barrels, check logs and bioswales are other common solutions to slowing runoff.

Other related projects would also benefit local food production, such as increasing the number of community gardens and expanding the permaculture garden on the Trolley Trail (including establishing a volunteer team to maintain it).

2. **ZERO WASTE:** Two primary projects have been considered this year: the litter-prevention program and a usage-based payment system for trash collection (generally called the Pay-as-You-Throw [PAYT] program or, alternately, the SMART program [for Save Money and Reduce Trash]). At the present time, a sub-committee of CBE members and City staff are working on researching and developing a SMART program for the College Park community.

CBE recommends that the EFC use the expertise of the University's communications and marketing departments to develop and implement a public relations (PR) campaign to educate and motivate change in both residents and the University community on the environmental and financial savings of reducing solid waste. For residents, this includes increased recycling and re-use as well as backyard composting (setup and maintenance).

There are several possible zero-waste projects, such as establishing a recycling co-op for businesses along Route 1 and exploring systems that separate recycling of paper, cans and bottles. (There is growing concern that the single-stream program is not as successful as hoped.)

3. **ENERGY EFFICIENCY / CARBON FOOTPRINT:** This is a broad topic that includes several possible avenues for change. For example:
 - Investigate the steps that need to be taken to convert all street lights in the City to LED and the funding needed for such a change (including the acquisition of PEPCO street lighting). The City currently pays a substantial flat-rate charge for all the energy and maintenance of PEPCO-owned streetlights in the City.
 - Evaluate the costs and benefits of a green fleet purchasing policy that considers efficiency and lifetime vehicle costs. Adopting a green fleet policy makes the City eligible for funding from the Maryland Energy Administration for green fleet purchases. A confident decision to replace existing fleet vehicles with green alternatives is possible with a detailed study of actual vehicle usage and suitability to work requirements.

Sincerely,

Janis Oppelt

Janis Oppelt, CBE Chair

8

Food Truck Hubs



**CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM**

Prepared By: Terry Schum, Planning Director

Meeting Date: 8/3/16

Presented By: Terry Schum

Proposed Consent Agenda: No

Originating Department: Planning, Community and Economic Development

Issue Before Council: Letter of Support for a Second Food Truck Hub and To Extend the Hours of Operation in the Downtown College Park Hub to Midnight.

Strategic Plan Goal: High Quality Development and Reinvestment

Background/Justification:

College Park Ventures LLC received City support for a food truck hub located in Downtown College Park at the former Little Tavern site. Operation of this hub is expected to commence on September 2 with two trucks. The hours of operation of this hub were proposed to be 11:00 am to 9:00 pm Monday through Sunday. Based on new County Council legislation (CB-48-2016) recently approved, food truck hubs are permitted to operate until midnight with approval from the municipality in which they reside as well as the County Council Member representing the area. College Park Ventures LLC is requesting a letter of support from the City to operate the downtown food truck hub until 12:00 am on Thursday, Friday and Saturday.

In addition, College Park Ventures LLC proposes to operate a second food truck hub in the University of Maryland M Square Research Park Monday through Wednesday from 10:00 am – 3:00 pm. The application materials attached indicate approval from the property owner, Corporate Office Properties Trust (COPT) to locate a hub at 5825 University Research Court. This address is located in the Town of Riverdale Park and a letter of support from the Town is provided. A letter of support from the City of College Park is not required.

Fiscal Impact: None

Council Options:

1. Provide a letter of support to extend the hours of the food truck hub in downtown College Park to midnight Thursday through Saturday.
2. Do not support extended hours at this location.

Staff Recommendation:

1.

Recommended Motion:

I move that the City of College Park support the request for extended hours of operation of the downtown College Park food truck hub until 12:00 am Thursday through Saturday.

Attachments:

1. CB-48-2016
2. Food Truck Hub Application for University Research Court

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

2016 Legislative Session

Bill No. CB-48-2016

Chapter No.

Proposed and Presented by Council Member Glaros

Introduced by Council Member Glaros

Co-Sponsors

Date of Introduction June 21, 2016

BILL

AN ACT concerning

Food Truck Hubs—Special Food Service Facility – Mobile Units—Regulations—Licenses
For the purpose of amending the regulations in the County Code concerning Food Truck Hubs
concerning the hours of operation and license fees for Special Food Service Facility – Mobile
Units.

BY repealing and reenacting with amendments:

SUBTITLE 5. BUSINESSES AND LICENSES.

Sections 5-189.03, 5-2803, 5-2804, and 5-2806,

The Prince George's County Code

(2015 Edition).

SECTION 1. BE IT ENACTED by the County Council of Prince George's County,
Maryland, that Sections 5-189.03, 5-2803, 5-2804, and 5-2806 of the Prince George's County
Code be and the same are hereby repealed and reenacted, with the following amendments:

SUBTITLE 5. BUSINESSES AND LICENSES.

DIVISION 11. MOBILE UNITS—FOOD TRUCK HUBS.

Sec. 5-189.03. License application.

* * * * *

(a) The license application for a Food Truck Hub shall be made by a coordinator and shall
include:

* * * * *

(4) Schedule of specific operational days and hours , to begin no earlier than 6:00 a.m. and end no later than 9:00 p.m. , unless the applicant provides a letter of support from the municipality or the Prince George's County Economic Development Corporation, as appropriate, as well as a letter signed by the Council Member for the area of the Food Truck Hub authorizing that Food Truck Hub to operate until, but no later than, 12:00 a.m.

DIVISION 28. SPECIAL FOOD SERVICE FACILITIES – MOBILE UNITS.

Sec. 5-2803. License fee; required.

(a) No person shall operate a special food service facility – mobile unit at a Food Truck Hub without first having obtained a special food service facility – mobile unit license from the Department of Permitting, Inspections, and Enforcement.

* * * * *

(d) [The fee for each special food service facility - mobile unit license is Three Hundred Dollars (\$300.00).] There shall be no fee for each special food service facility – mobile unit license.

[(e) The Department of Permitting, Inspections, and Enforcement shall make available a thirty (30) day special food service facility - mobile unit license at a fee of \$100 for an applicant who will only operate at a temporary special event, fair, or festival for a limited time.]

Sec. 5-2804. License application.

(a) All applicants for a special food service facility - mobile unit license shall file an application for such license on forms provided by the Department of Permitting, Inspections, and Enforcement. All principal owners shall be named in the application form.

(b) The completed application shall contain, but is not limited to, the following information and shall be accompanied by the following documents:

[(1) If the applicant is:]

[(A) An individual, the individual shall state his or her legal name and any aliases, shall submit their mailing address and residential address, telephone number;]

[(B) A partnership, the partnership shall state its complete name, the names of all partners, the mailing address and residential address of all partners, whether the partnership is general or limited, and a copy of the partnership agreement, if any;]

[(C) A corporation, the corporation shall state its complete name, its mailing address and residential address, information regarding the resident agent, the date of its

1 incorporation, evidence that the corporation is in good standing under the statutes of the State, or
 2 in the case of a foreign corporation, evidence that it is currently authorized to do business in the
 3 State, the names and capacity of all officers, directors and principal owners, and the name of the
 4 registered corporate agent and the address of the registered office for service of process;]

5 [(D) A limited liability company shall state its complete name, its mailing
 6 address and residential address, the names of all managers and members.]

7 [(2) At the time of special food service facility - mobile unit license renewal,
 8 applicants shall submit proof that all applicable operating taxes have been paid for the prior tax
 9 year.] (1) All applicants shall provide a copy of their Federal Employer Identification Number
 10 and evidence of Combined Central Registration with the Maryland Comptroller's Office.

11 [(3) Whether the applicant or any individual listed under subsection (a) of this
 12 Section has worked under, or currently works under, a special food service facility – mobile unit
 13 license under any ordinance from this State, another state, municipality or county which has been
 14 denied, suspended or revoked, including the name and location of the business for which the
 15 special food service facility - mobile unit license was denied, suspended or revoked, as well as
 16 the date of the denial, suspension or revocation.]

17 [(4)] (2) The location of the food truck hub(s) where the special food service facility
 18 - mobile unit license holder intends to operate including the street address and telephone
 19 number(s), if known.

20 [(5)] (3) A description of the type of food offered for sale.

21 [(6)] (4) Description of the vehicle, including a color photograph of the vehicle.

22 [(7)] (5) A copy of the vehicle registration.

23 [(8)] (6) A photocopy of the driver's license or other government issued identification
 24 card for the individuals listed in subsection (a) of this Section.

25 [(9)] (7) The applicant shall provide any and all additional information requested by
 26 the Department of Permitting, Inspections, and Enforcement.

27 (c) [If the applicant is an individual, he/she must sign the application for a special food
 28 service facility - mobile unit license. If the applicant is a corporation it must be signed by the
 29 president or vice president and attested to by the secretary or assistant secretary. If the applicant
 30 is a general or limited partnership it must be signed by a general partner. If the applicant is a
 31 limited liability company it must be signed by the manager.]

1 [(d)] If an omission or error is discovered by the Department of Permitting, Inspections,
2 and Enforcement, the application will be returned to the applicant for completion or correction
3 without further action by the Departmental of Permitting, Inspections, and Enforcement. Any
4 application rejected due to an omission or error shall be accepted only when the omission or
5 error has been remedied. For purposes of this Division, the date that the Department of
6 Permitting, Inspections, and Enforcement accepts an application which is complete shall be the
7 date the application is accepted by the Department of Permitting, Inspections, and Enforcement.

8 [(e)] (d) In the event that the Department of Permitting, Inspections, and Enforcement
9 determines that an applicant has improperly completed the application, it shall promptly notify
10 the applicant and allow the applicant thirty (30) days to properly complete the application. The
11 time period for granting or denying a special food service facility - mobile unit license shall be
12 stayed during the period in which the applicant is allowed an opportunity to properly complete
13 the application.

14 [(f)] (e) Applicants for a special food service facility - mobile unit license under this
15 Division and license holders shall have a continuing duty to promptly supplement application
16 information required by this Section in the event that said information changes in any way from
17 what is stated on the application. The failure to comply with said continuing duty within thirty
18 (30) days from the date of such change, by supplementing the application of file with the
19 Department of Permitting, Inspections, and Enforcement, shall be grounds for the suspension or
20 revocation of a special food service facility - mobile unit license.

21 **Sec. 5-2806. [Insurance Requirement.]**

22 (a) Each licensee shall file with Department of Permitting, Inspections, and Enforcement a
23 copy of his/her insurance policy covering the special food service facility - mobile unit.

24 [(b) Department of Permitting, Inspections, and Enforcement may specify through
25 regulations what policies and levels of coverage are necessary.]

1 SECTION 2. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)
2 calendar days after it becomes law.

Adopted this 19th day of July, 2016.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Derrick Leon Davis
Chairman

ATTEST:

Redis C. Floyd
Clerk of the Council

APPROVED:

DATE: _____ BY: _____
Rushern L. Baker, III
County Executive

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

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



Prince George's County
 Department of Permitting, Inspections
 and Enforcement
PERMITTING & LICENSING DIVISION
Business Licensing Center
 9400 Peppercorn Place, 1st Floor
 Largo, Maryland 20774
 301.883.3840 • FAX: 301.883.3875



APPLICATION FOR FOOD TRUCK HUB LICENSE

Please print clearly.

SECTION A — FOOD TRUCK HUB COORDINATOR IDENTIFICATION

Coordinator's Name: David Engle, College Park Ventures LLC
 Coordinator's Address: 387 Technology Drive, Suite 1100
Street
College Park MD 20742
City State ZIP Code
 Coordinator's Telephone #(s): 201-956-1246
 E-mail: info@collegeparkhub.com www.CollegeParkHub.com

SECTION B — FOOD TRUCK HUB LOCATION

Food Truck Hub Name: College Park Hub East
 Location of Food Truck Hub: River Road and University Research Court
Street
College Park + Riverdale MD 20742 + 20740
City State ZIP Code
 Business Telephone #(s): 201 956 1246
 Name of Property Owner: M Square 5825, LLC M Square 5850, LLC
 Address of Property Owner: 6711 Columbia Gateway Drive Suite 300
Street
Columbia MD 21046
City State ZIP Code
 Property Owner Telephone #(s): 443-285-5400
 E-mail: info@copt.com

SECTION B — FOOD TRUCK HUB

List the maximum number of mobile units that will be operating on a given day: 4

SECTION B — FOOD TRUCK HUB — Continued

Food Truck Hubs cannot open before 6:00 a.m. and must close by 9:00 p.m. Only vendors primarily selling freshly prepared foods or fresh fruits and vegetables may be allowed to participate in the Food Truck Hub.

List days and hours of operation for the Food Truck Hub:

Day of the Week	Hours
Sunday	
Monday	10am - 3pm
Tuesday	10am - 3pm
Wednesday	10am - 3pm
Thursday	
Friday	
Saturday	

SECTION C — ATTESTATION

I, THE UNDERSIGNED, HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATTERS AND FACTS SET FORTH IN THE FOREGOING APPLICATION ARE TRUE TO THE BEST OF MY INFORMATION AND BELIEF.

Printed Name of Food Truck Hub Coordinator

Signature of Food Truck Hub Coordinator

Sworn to before me this _____ day of _____, 20 _____

SEAL

Notary Public



CORPORATE OFFICE
PROPERTIES TRUST

May 11, 2016

Dr. Haitham A. Hijazi
Director, Department of Permitting, Inspections and Enforcement
Prince George's County
9400 Peppercorn Place
Largo, MD 20774

Dear Dr. Hijazi

I wanted to take this opportunity to write on behalf of Corporate Office Properties Trust, joint venture partner with the University of Maryland in the M Square Research Park. As managing member and operator of 5850 & 5825 University Research Court in College Park (and soon 5801 University Research Park), COPT is in support of a Food Truck hub located at 5825 University Research Court.

Our buildings have been previously identified as viable food truck locations, and we support increased amenities and options for our tenants and neighboring businesses within the Research Park. We welcome College Park Ventures pursuit of this location in its application process.

We look forward to working with the Food Truck hub coordinator, and stand ready to answer any questions or provide additional information as needed.

Sincerely,

A handwritten signature in black ink, appearing to read "Gregory R. Prossner", written over a horizontal line.

Gregory R. Prossner
Vice President/Asset Management
COPT



Town of Riverdale Park

5008 Queensbury Road
Riverdale Park, Maryland 20737

July 13, 2016

Dr. Haitham A. Hijazi, Director
Prince George's County
Department of Permitting, Inspections and Enforcement
9400 Peppercorn Place
Largo, Maryland 20774

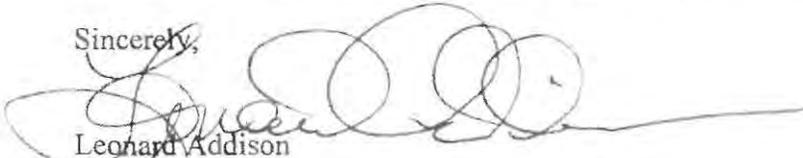
Re: Venture District Food Truck Hub

Dear Dr. Hijazi:

At a regular legislative meeting on July 6, 2016, the Mayor and Council of Riverdale Park voted unanimously to send a letter of support for a Food Truck Hub, operated by College Park Ventures LLC, for the University of Maryland Venture District. The Food Truck Hub will add a much needed food option to the many tenants of the Venture District.

Please feel free to contact me with any questions at laddison@riverdaleparkmd.gov.

Sincerely,



Leonard Addison
Acting Town Manager

9

Stormwater management projects along Rhode Island Avenue and Narragansett Parkway



**CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM**

Prepared By: Steve Beavers
Community Development Coordinator

Meeting Date: August 3, 2016

Presented By: Steve Beavers
Community Development Coordinator

Proposed Consent Agenda: Yes

Originating Department: Planning, Community and Economic Development

Issue Before Council: Award of Contract for Stormwater Management Projects on Rhode Island Avenue and Narragansett Parkway

Strategic Plan Goal: Goal 2: Environmental Sustainability

Background/Justification:

The Chesapeake Bay Trust (CBT) has several grant programs that provide funding for stormwater related improvements in the region. The City was awarded a CBT grant for \$66,180 from the Prince Georges County Stormwater Stewardship program to fund bioretention along Narragansett Parkway near Muskogee Street. Additionally, the City was also awarded a CBT grant for \$80,960 from the Green Streets, Green Jobs, Green Towns Program to fund a bioswale along Rhode Island Ave between Greenbelt Road and Tecumseh Street.

The City worked with the Low Impact Development Center (LIDC), headquartered in Beltsville, to design the projects and manage the permit process. Throughout the process, planting plans for both projects have been reviewed by the Tree and Landscape Board. For implementation, it was determined that grouping both projects together would be the most efficient and economical method of procuring construction.

At the advice of the LIDC, staff contacted Corvias, the prime contractor for the Prince Georges Clean Water Partnership (CWP). Under the CWP, Corvias is currently implementing and maintaining \$100 million in stormwater projects throughout the County. Due to the relative size of the City's projects, Corvias recommended one of their certified subcontractors, Stormwater Maintenance, LLC (SWM). The firm is currently under contract with several local jurisdictions and the City can receive favorable terms by riding an existing contract from a larger jurisdiction, in this case, a contract from Harford County, Maryland.

Pending Council approval and final permit sign off from the County, construction is expected to commence by September and all work should be completed by December.

Fiscal Impact:

Design and construction of both projects is covered by grant funding. Future maintenance will be provided by the City.

Council Options:

1. Approve contract with Stormwater Maintenance, LLC.
2. Request revisions to contract with SWM.
3. Defer decision at this time.

Staff Recommendation:

#1

Recommended Motion:

I move to approve the contract with the Stormwater Maintenance, LLC for the Narragansett Parkway and Rhode Island Avenue projects, subject to final review and approval by the City Attorney.

Attachments:

1. Plans for Narragansett Parkway Bioretention
2. Plans for Rhode Island Ave Bioswale
3. Contract with Stormwater Maintenance, LLC

SHEET INDEX

C-0.00	COVER SHEET
C-1.01	EXISTING CONDITIONS PLAN
C-1.02	STORM DRAIN PLAN
C-1.03	STORM DRAIN DETAILS
C-1.03A	STORM DRAIN DETAILS
C-3.00	DRAINAGE AREA PLAN
L-1.01	LANDSCAPE PLAN

NOTES:

- TOPOGRAPHY FROM PG GIS DATED: 2012 ADDITIONAL TOPOGRAPHY AND SURVEY FOR STRUCTURES AND SPOT ELEVATIONS PROVIDED BY SOLTESZ ASSOCIATES DATED: JUNE 2015. DATUM: NGVD 88.
- LIMIT OF DISTURBANCE: 2,257 SF
- CUT: 85 CY
- FILL: 25 CY

GENERAL STORM DRAIN AND PAVING NOTES

- INFORMATION CONCERNING UNDERGROUND UTILITIES WAS OBTAINED FROM AVAILABLE RECORDS, BUT THE CONTRACTOR MUST DETERMINE THE EXACT LOCATION AND ELEVATION OF THE MAINS BY DIGGING TEST PITS BY HAND OR VACUUM. AT UTILITY CROSSINGS WELL IN ADVANCE OF TRENCHING. IF CLEARANCES TO WATER AND SEWER LINES ARE LESS THAN SHOWN ON THIS PLAN, OR LESS THAN TWELVE (12) INCHES, CONTACT THE DEPARTMENT OF PERMITTING INSPECTION AND ENFORCEMENT (DPIE) INSPECTOR BEFORE PROCEEDING WITH CONSTRUCTION.
- ALL STORM DRAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE STORMWATER MANAGEMENT STANDARDS AND SPECIFICATIONS OF PRINCE GEORGE'S COUNTY DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION.
- FOR TYPES OF STORM DRAIN STRUCTURES, REFER TO THE LATEST STANDARD DETAILS OF PRINCE GEORGE'S COUNTY DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION, UNLESS OTHERWISE NOTED.
- ALL ROADWAY CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING: THE DPW&T SPECIFICATIONS AND STANDARDS FOR ROADWAYS AND BRIDGES; THE PRINCE GEORGE'S COUNTY CODE, SUBTITLE 23, ROAD ORDINANCE; AND THE PRINCE GEORGE'S COUNTY POLICY AND SPECIFICATION FOR UTILITY INSTALLATION AND MAINTENANCE.
- PRIOR TO DIGGING WITHIN THE PUBLIC RIGHT-OF-WAY, CALL "MISS UTILITY" TOLL FREE AT (800) 257-7777 FOR UTILITY LOCATION AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION.
- PRIOR TO PERMIT ISSUANCE AND STARTING ANY WORK SHOWN ON THIS PLAN, THE PERMITTEE SHALL ARRANGE A PRE-CONSTRUCTION MEETING WITH THE DPIE INSPECTOR BY CALLING (301) 883-5730. AN INITIAL INSPECTION IS REQUIRED PRIOR TO FULL MASS GRADING OF THE SITE.
- IN ACCORDANCE WITH SECTION 23-128, THE COUNTY'S ROAD ORDINANCE, A PROJECT SIGN SHALL BE POSTED PROMINENTLY DESCRIBING THE FOLLOWING:
 - SUBDIVISION NAME (AS SHOWN ON PERMIT APPLICATION)
 - OWNER/PERMITTEE NAME
 - OWNER/PERMITTEE ADDRESS AND PHONE
 - DPW&T PERMIT NUMBER
- ALL ELEVATIONS SHOWN ON THIS PLAN ARE IN ACCORDANCE WITH THE FOLLOWING: HORIZONTAL—MARYLAND COORDINATE SYSTEM (STATE PLANE GRID) BASED ON NORTH AMERICAN DATUM OF 1983 (NAD 83); NATIONAL GEODOTIC VERTICAL DATUM OF 1929 (NGVD 29).
- TEMPORARY TRAFFIC CONTROL AND PERMANENT TRAFFIC SIGNS SHALL CONFORM TO THE LATEST EDITION OF THE FEDERAL HIGHWAY ADMINISTRATION'S MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- IT SHALL BE THE RESPONSIBILITY OF THE PERMITTEE TO ARRANGE FOR THE ADJUSTMENT OR RELOCATION OF ALL UTILITIES.
- ALL UNSUITABLE MATERIAL MUST BE REMOVED AND REPLACED WITH SUITABLE MATERIAL TO A DEPTH AS DIRECTED BY THE GEOTECHNICAL ENGINEER, THE DPW&T INSPECTOR, AND/OR THE DEPARTMENT'S ENGINEER.
- EXCAVATION AND PLACEMENT OF FILL MATERIAL SHALL BE PERFORMED UNDER THE SUPERVISION OF A MARYLAND-LICENSED ENGINEER.
- THE PERMITTEE WILL BE REQUIRED TO FURNISH COMPACTION REPORTS CERTIFIED BY A MARYLAND-LICENSED ENGINEER ON EACH LAYER OF FILL MATERIAL PRIOR TO PLACING SUBSEQUENT LAYERS.
- DURING THE PLACEMENT OF A STANDARD PAVEMENT SECTION, NO PAVEMENT COURSE OR STONE LIFT SHALL BE PLACED UNTIL THE UNDERLYING COURSE OR SUBGRADE IS APPROVED BY THE DPW&T INSPECTOR. THE APPROVAL SHALL EXPIRE IF TRAFFIC OR INCLEMENT WEATHER AFFECTS THE SITE PRIOR TO PAVING.
- AS SOON AS THE ASPHALT BASE COURSE IS APPROVED, THE INTERMEDIATE ASPHALT COURSE SHALL BE PLACED IMMEDIATELY OVER IT TO FORM A PROTECTIVE SEAL.
- TEMPORARY STREET NAME SIGN INSTALLATION AND MAINTENANCE IS THE OBLIGATION OF THE PERMITTEE ONCE BASE PAVING IS COMPLETED.
- WHERE ROADWAY CONSTRUCTION IS ON OR IN THE VICINITY OF AN EXISTING ROAD, IN-KIND PAVEMENT MARKING AND STRIPING REPLACEMENT (E.G., THERMOPLASTIC, PAINTED, ETC.) ARE REQUIRED. ALSO, APPROPRIATE PAVEMENT MARKING AND STRIPING SHALL BE PROVIDED IN THE AREA OF PAVEMENT WIDENING AND/OR RECONSTRUCTION AND/OR OVERLAY OF AN EXISTING ROAD.
- SAW CUT AND MILL A 2-INCH DEEP, 10-FOOT-WIDE NOTCH AT EXISTING EDGE OF PAVEMENT WHERE IT IS NECESSARY TO CONNECT TO OR TO EXTEND AN EXISTING ROAD. OVERLAY AT POINT OF TIE-IN TO ENSURE A SMOOTH TRANSITION AND POSITIVE DRAINAGE.
- WHERE IT IS NECESSARY TO WIDEN AN EXISTING ROAD, AND MILLING AND OVERLAY REQUIREMENTS HAVE BEEN WAIVED OR REDUCED, THE WIDENING AND THE EDGE TREATMENT OF EXISTING ROAD SHALL BE CONSTRUCTED IN ACCORDANCE WITH DPW&T STANDARD NO. 300.20 UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT.
- ALL RESIDENTIAL ROADWAY FILLET RADII SHALL BE AT LEAST 37 FEET, UNLESS OTHERWISE NOTED. ROADWAYS WITH HIGHER CLASSIFICATION REQUIRE 45 FEET AND/OR 50 FEET RADII.
- AN UNDERDRAIN SYSTEM IS REQUIRED FOR THE FULL LENGTH OF ALL PROPOSED AND MODIFIED ROADWAYS, ON BOTH SIDES, AND TO THE LIMITS OF THE PERMIT SHOWN ON THIS PLAN.
- ALL CURB AND GUTTER SHALL BE CONSTRUCTED IN ACCORDANCE WITH DPW&T STANDARDS NO. 300.01 THROUGH 300.04 UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT.
- BRICK CHANNELIZATION IS REQUIRED IN ALL PUBLIC DPW&T STORM DRAIN STRUCTURES. CONCRETE CHANNELIZATION IS NOT ALLOWED.
- POSITIVE DRAINAGE SHALL BE MAINTAINED THROUGHOUT THE AREA COVERED BY THIS PERMIT AND THROUGH ADJACENT PROPERTY FRONTAGES.
- ALL UNPAVED AREAS WITHIN THE RIGHT-OF-WAY SHALL BE SODDED.
- ALL SIDEWALK RAMP SHOWN ON THIS PLAN SHALL BE CONSTRUCTED IN ACCORDANCE WITH DPW&T STANDARDS 300.05 THROUGH 300.10 AND SHALL COMPLY WITH THE LATEST REVISION TO THE FEDERAL ACCESSIBILITY GUIDELINES OF THE AMERICANS WITH DISABILITIES ACT.
- ALL SIDEWALKS SHOWN ON THIS PLAN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST DPW&T STANDARDS AND SHALL COMPLY WITH THE LATEST REVISION TO THE FEDERAL ACCESSIBILITY GUIDELINES OF AMERICANS WITH DISABILITIES ACT.
- ALL SIDEWALKS (EXCEPT AS NOTED HEREIN) ARE TO BE CONSTRUCTED BY THE SITE DEVELOPER.
- SIDEWALKS ALONG FRONTAGES OF OPEN-SPACE PARCELS AND THOSE NOT COVERED BY A SINGLE-FAMILY BUILDING PERMIT SHALL BE CONSTRUCTED UNDER THIS STREET CONSTRUCTION PERMIT.
- THE WIDTH OF A RESIDENTIAL DRIVEWAY APRON AT THE PROPERTY LINE SHALL NOT BE LESS THAN THE WIDTH OF THE ON-SITE PARKING PAD AT ITS WIDEST POINT, A MAXIMUM WIDTH OF 20 FEET, AND A MINIMUM WIDTH OF 10 FEET. A RESIDENTIAL DRIVEWAY APRON FLARE SHALL NOT BE CONSTRUCTED CLOSER THAN 3.5 FEET TO THE NEAREST ADJUTING PROPERTY LINE.
- ALL DRIVEWAY APRONS ARE TO BE CONSTRUCTED BY THE SITE DEVELOPER.

32) ENSURE THAT STREET TREES ARE NO CLOSER THAN 1 FOOT TO THE RIGHT-OF-WAY LINE, IN AN OPEN SPACE SECTION CONFIGURATION, AND NO CLOSER THAN 15 FEET FROM STREET LIGHT OR POLE, AND OF APPROPRIATE HEIGHT SO AS NOT TO INTERFERE WITH EXISTING OR PROPOSED OVERHEAD UTILITY LINES. ALL STREETSCAPE PLANTING SHALL BE IN ACCORDANCE WITH DPW&T STANDARDS 600.01 THROUGH 600.20 UNLESS DIRECTED OTHERWISE BY THE DEPARTMENT.

33) PAVEMENT QUALITY CONTROL AND CORING WILL BE REQUIRED OF THE PERMITTEE FOR ALL PAVEMENT COURSES USING THE FOLLOWING PROCESS:

a. PRIOR TO PAVING, PERMITTEE/PAVING CONTRACTOR SHALL ELECTRONICALLY NOTIFY INSPECTOR OF PAVING DATES (FAX CAN OCCASIONALLY BE ACCEPTED), AND PROVIDE INFORMATION NEEDED FOR CORE TESTING REQUEST (CTR FORM #1). DPW&T INSPECTOR FILLS OUT THE CTR FORM THEN SENDS IT TO THE MATERIALS LAB.

b. CONTRACTORS, WHO ARE NEW TO THE MATERIALS LAB, SHALL ELECTRONICALLY SUBMIT QC PLANS TO IT, AND ARRANGE TO BE INITIATED BY IT PRIOR TO PAVING.

c. THE PERMITTEE/PAVING CONTRACTOR MUST PROVIDE A MD-CERTIFIED FIELD TECHNICIAN FOR DAILY QUALITY CONTROL (QC) TESTING DURING THE ENTIRE PAVING OPERATION (NOT JUST ITS END). FIELD TECHNICIAN SHALL BE ADEQUATELY EQUIPPED WITH A PHONE, CALIBRATED THERMOMETER, AND A CALIBRATED THIN-LIFT DENSITY GAUGE FOR QC AND INSPECTOR-REQUESTED TESTING.

d. HMA DENSITY GAUGES SHALL BE VALIDATED AND CALIBRATED DAILY (SHA 504.03.10, A.2), SO THEIR READINGS CAN BE ACCEPTED FOR COURSE PLACED WITH A TOTAL TONNAGE UNDER 200 TONS OR ACCEPTABLE THICKNESS UNDER 1.2' DUE TO PATCHING, WEDGE & LEVELING, BRIDGE DECKS, ... ETC.

e. FIELD TECH SHALL CALL THE MATERIALS LAB WITH DATE & TIME OF CORE CUTTING SO IT CAN BE WITNESSED, AND CORES & HMA SAMPLES CAN BE RECEIVED ON SITE BY A LAB INSPECTOR.

f. INSPECTOR RANDOMLY SELECTS & MARKS CORE LOCATIONS IN THE FIELD; NOTES THEM DOWN ON THE CTR STATING STREET'S NAME AND ADDRESS, LOT #, STA #, OR DISTANCE FROM NEAREST INTERSECTION, THEN FAXES THE CTR AGAIN TO THE LAB, AND GIVES TO FIELD TECH BOXES FOR ONLY PR. GEORGE'S COUNTY HMA SAMPLES.

g. FIELD TECH SHALL CHECK DELIVERY TICKETS FOR COUNTY-REQUIRED INFO, COLLECT AT LEAST ONE BEHIND-THE-PAVER HMA SAMPLE/MIX/DAY, AND CUT AT LEAST 5 CORES/MIX/DAY BUT NO LESS THAN 2 CORES FROM EACH STREET, UNLESS OTHERWISE INSTRUCTED BY AN INSPECTOR. THEN HAND OVER THE SAMPLES TO DPW&T INSPECTOR NO LATER THAN ONE (1) BUSINESS DAY FROM THE PAVING.

h. IF, AT THE LAB'S DISCRETION, THE CORES' CUTTING IS NOT WITNESSED, CORES SHALL BE RECEIVED IN THE LAB, IN ONE BUSINESS DAY FROM PAVING, AS LONG AS THEY ARE NUMBERED AND WELL IDENTIFIED ON FORM #2 BY: PROJECT NAME, STREET NAME, CORE LOCATION, PAVING DATE, CORING DATE, MIX CODE, ... ETC. IF NOT PROPERLY IDENTIFIED, CORES WILL NOT BE ACCEPTED.

i. IF, AT THE LAB'S DISCRETION, A BEHIND-THE-PAVER HMA SAMPLE IS NOT RECEIVED ON SITE, IT SHALL BE RECEIVED IN THE LAB ALONG WITH CERTIFIED DELIVERY TICKETS, IN ONE (1) BUSINESS DAY, AND BE IDENTIFIED BY: PROJECT NAME, SAMPLING LOCATION, PAVING DATE, & STATE MIX DESIGNATION. IF NOT PROPERLY LABELED, HMA SAMPLES WILL NOT BE ACCEPTED.

j. IF CORES ARE TESTED AT AN INDEPENDENT THIRD PARTY'S TESTING LAB, THAT LAB MUST BE ASHTO ACCREDITED FOR SPECIFIC TESTS, AND BE INITIATED BY THE MATERIALS LAB, WHICH SHALL BE NOTIFIED (FAX CAN OCCASIONALLY BE ACCEPTED), OF THE TESTING DATE & TIME SO IT MAY WITNESS THE 3RD PARTY TESTING.

k. CORE RESULTS SHALL BE REPORTED ON CORE ANALYSIS (FORM #2), E-MAILED TO MATERIALS LAB & INSPECTOR NO LATER THAN ONE BUSINESS DAY FROM TESTING (ONE DAY FROM CUTTING FOR COMPANION CORES), AND MAILED OUT TO PERMITTEE.

l. FIELD TECHNICIANS AND THIRD PARTY TESTING LABS SHALL MAINTAIN A LOG OF THEIR TEST RESULTS, RECOMMENDATIONS, AND ACTIONS TAKEN TO CORRECT THE PROBLEMS, IF ANY. THE LOG SHALL BE AVAILABLE TO DPW&T FOR REVIEW UPON ANY DPW&T INSPECTOR'S REQUEST.

34) PERMITTEE SHALL SUBMIT PROPERTY CORNER CERTIFICATIONS AND UTILIZE METAL PROPERTY MARKERS PER PRINCE GEORGE'S COUNTY CODE, SECTION 24-120, PRIOR TO ACCEPTANCE OF STREETS.

35) WASHINGTON SUBURBAN SANITARY COMMISSION 200 FOOT SHEET NO.: 212 NE 05

36) DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION SITE CONCEPT APPROVAL NUMBER:

37) SEDIMENT CONTROL APPROVAL NUMBER: N/A

38) PRELIMINARY PLAN APPROVAL NUMBER: N/A

39) RECORD PLAT RECORDING NUMBER:

40) APPROVED STREET GRADE ESTABLISHMENT INFORMATION: ORIGINAL STREET NAME APPROVAL NUMBER

41) AT THE TIME OF PERMIT RELEASE, THE FOLLOWING MINIMUM SUBMITTAL REQUIREMENTS WHERE APPLICABLE SHALL APPLY:

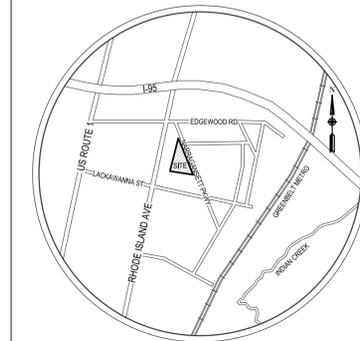
- WASHINGTON SUBURBAN SANITARY COMMISSION PAVING CLEARANCE CERTIFICATION;
- BITUMINOUS CONCRETE CORE CERTIFICATIONS, ALL PAVEMENT COURSES;
- PROPERTY MARKER CERTIFICATION;
- DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION LETTER APPROVING STORM DRAIN AS-BUILT;
- TREE APPROVAL AND TREE BOND POSTED, IF NECESSARY;
- STREET LIGHT PROOF OF PAYMENT (MUST BE ACCOMPANIED BY A MEMORANDUM FROM DPW&T'S TRAFFIC SAFETY DIVISION ACCEPTING THE PROOF OF PAYMENT); AND
- PROOF STATEMENT THAT ALL FINANCIAL MATTERS HAVE BEEN SETTLED.

42) THE PERMITTEE IS RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF ALL TRAFFIC SIGNS, TRAFFIC SIGNALS, AND ROADWAY MARKINGS FOR ROADWAY IMPROVEMENTS ON SUBDIVISION ACCESS ROADS WHICH INCLUDE ARTERIAL, COLLECTOR, INDUSTRIAL, AND ANY NECESSARY OFFSITE CONDITIONS WHICH REQUIRE ROADWAY IMPROVEMENTS. THE DESIGN AND/OR CONSTRUCTION DRAWINGS SHALL BE INCLUDED ALONG WITH THE PERMIT PLANS, AND SHALL BE REVIEWED AND APPROVED BY THE DEPARTMENT'S TRAFFIC SAFETY DIVISION PRIOR TO PERMIT ISSUANCE.

43) THE PERMITTEE IS RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF ALL TRAFFIC MARKINGS, TRAFFIC SIGNALS, IF REQUIRED, AND PAYMENT OF FEE FOR STREET NAME SIGNS ON INTERNAL SUBDIVISION STREETS. TRAFFIC SIGNS WILL BE FURNISHED AND INSTALLED BY THE COUNTY.

44) ALL CONCRETE PIPE SYSTEMS 48 INCHES OR LESS SHALL BE INSPECTED WITH A VIDEO CAMERA AS PART OF THE FINAL "AS BUILT" CONSTRUCTION REQUIREMENTS.

45) STABILIZATION PRACTICES ON ALL PROJECTS MUST BE IN COMPLIANCE WITH THE REQUIREMENTS OF COMAR 26.17.1.08 G REGULATIONS BY JANUARY 9, 2013, REGARDLESS OF WHEN AN EROSION AND SEDIMENT CONTROL PLAN WAS APPROVED. FOLLOWING INITIAL SOIL DISTURBANCE OR RE-DISTURBANCE, PERMANENT OR TEMPORARY STABILIZATION MUST BE COMPLETED WITHIN THREE (3) CALENDAR DAYS AS TO THE SURFACE OF ALL PERIMETER DIKES, SWALES, DITCHES, PERIMETER SLOPES, AND ALL SLOPES STEEPER THAN 3 HORIZONTAL TO 1 VERTICAL (3:1); AND SEVEN (7) CALENDAR DAYS AS TO ALL OTHER DISTURBED OR GRADED AREAS ON THE PROJECT SITE NOT UNDER ACTIVE GRADING.



VICINITY MAP

1" = 2000'

ENGINEERS & DRAINAGE CERTIFICATIONS

I HEREBY CERTIFY THAT THIS PLAN CONFORMS TO THE REQUIREMENTS OF SUBTITLE 32, DIVISION 2 OF THE CODE OF PRINCE GEORGE'S COUNTY WATER RESOURCES PROTECTION AND GRADING CODE; AND THAT I OR MY STAFF HAVE INSPECTED THIS SITE AND THAT DRAINAGE FLOWS FROM UPHILL PROPERTIES ONTO THIS SITE, AND FROM THIS SITE ONTO DOWNHILL PROPERTIES, HAVE BEEN ADDRESSED IN SUBSTANTIAL ACCORDANCE WITH APPLICABLE CODES.

SIGNATURE: _____ DATE: _____

NAME: _____

MD. REG. NO.: _____

UTILITY CERTIFICATION

I HEREBY CERTIFY, TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THAT THE EXISTING AND/OR PROPOSED UNDERGROUND UTILITY INFORMATION SHOWN HEREON HAS BEEN CORRECTLY DUPLICATED FROM UTILITY COMPANY RECORDS. FURTHER, THAT THIS PROJECT HAS BEEN CAREFULLY COORDINATED WITH EACH INVOLVED UTILITY COMPANY AND ALL AVAILABLE UNDERGROUND UTILITY INFORMATION RELATIVE TO THIS PLAN HAS BEEN SOLICITED FROM THEM.

SIGNATURE ENGINEER-IN-CHARGE _____ DATE _____

BMP & ESD AS-BUILT CERTIFICATION

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE STORMWATER MANAGEMENT FACILITIES (BOTH BMP AND ESD) SHOWN ON THE PLANS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY PRINCE GEORGE'S COUNTY DEPARTMENT OF PERMITTING, INSPECTION AND ENFORCEMENT.

ENGINEERS NAME HERE _____ DATE: _____
MD. REG. P.E. NO. XXXXX

PROFESSIONAL CERTIFICATION

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

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland.
License No. _____
Expiration Date: _____

APPROVED BY _____ DATE _____
CITY ENGINEER - STEVEN E. HALPERN

Prince George's County Government Department of Permitting, Inspections and Enforcement Site/Road Plan Review Division 9400 Peppercom Place, Suite 420 Largo, Maryland 20774 Final Plan BMP SUMMARY TABLE Revision Date: May 27, 2015																			
POI	LABEL	NAME	MD NORTH	MD EAST	LAND USE	CONSTRUCTION PURPOSE	DRAINAGE AREA (AC)	TOTAL IMPERVIOUS AREA (AC)	NEW IMPERVIOUS AREA (AC)	EXISTING IMPERVIOUS AREA (AC)	PERCENT IMPERVIOUS	Rv	TARGET P _r (IN)	TARGET VOL (FT ³)	DESIGN VOL (FT ³) USING ESD PRACTICES	DESIGN VOL (FT ³) USING STRUCTURAL PRACTICES	MAX ESD VOL (E50 P=4) (FT ³)	BEV	ON OFF SITE
A	1	Micro-Barricade	490357	113553	Medium Density Residential	REST	0.20	0.20	0.00	0.2	100.0%	0.950	1	224	248	0	248	36	Off Site
B	2	Micro-Barricade	490614	113541	Medium Density Residential	REST	0.06	0.06	0.00	0.06	100.0%	0.950	1	702	725	0	725	36	Off Site

LOW IMPACT DEVELOPMENT CENTER

5000 Sunnyside Avenue, Suite 100
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Tel. (301) 982-5559
Fax. (301) 982-9305
www.lowimpactdevelopment.org



SCALE:

MISS UTILITY NOTE

INFORMATION CONCERNING EXISTING UNDERGROUND UTILITIES WAS OBTAINED FROM AVAILABLE RECORDS, BUT THE CONTRACTOR MUST DETERMINE THE EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES AND UTILITY CROSSINGS BY DIGGING TEST PITS BY HAND, WELL IN ADVANCE OF THE START OF EXCAVATION. CONTACT "MISS UTILITY" AT 1-800-257-7777, 48 HOURS PRIOR TO THE START OF EXCAVATION. IF CLEARANCES ARE LESS THAN SHOWN ON THIS PLAN OR TWELVE (12) INCHES, WHOEVER IS LESS, CONTACT THE ENGINEER AND THE UTILITY COMPANY BEFORE PROCEEDING WITH CONSTRUCTION. CLEARANCES LESS THAN NOTED MAY REQUIRE REVISIONS TO THIS PLAN.

REV. NO. _____ DATE _____ REVISIONS PRIOR TO APPROVAL _____

COVER SHEET

FOR PERMIT ONLY

NARRAGANSETT PARKWAY STORMWATER RETROFIT

NARRAGANSETT PARKWAY
COLLEGE PARK, MD 20740
PRINCE GEORGE'S COUNTY, MARYLAND

ISSUE: _____ DATE: 03/29/16

SCALE: _____ SHEET 1 OF 7

FILE NO: _____

DRAFTED: DM

CHECKED: NW

C-0.00

126



SCALE: 1" = 20'
 MD STATE GRID 83/91
 NGVD 88

LEGEND:

— 70 —	EX. CONTOUR
- - - -	EX. PROPERTY LINE
X 66.00	EX. SPOT ELEVATION
○	EX. CANOPY
○ TRE	EX. TREE
○	EX. VEGETATION
— G —	EX. GAS LINE
— W —	EX. WATER LINE
— S —	EX. SANITARY SEWER LINE
— OW —	EX. OVERHEAD WIRE
○	EX. POWER POLE
○	EX. TELEPHONE POLE
○	EX. CURB INLET
○	EX. WATER VALVE
○	EX. GAS VALVE
○	EX. SANITARY SEWER
○	EX. FIRE HYDRANT
—	EX. HEADWALL
—	EX. SIGN
— / —	EX. WOODEN FENCE
UrzA	SOIL TYPE

BMP & ESD AS-BUILT CERTIFICATION

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ENGINEERS NAME HERE _____ DATE: _____
 MD. REG. P.E. NO. XXXXX

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- NOTES:**
1. TOPOGRAPHY FROM PG GIS DATED: 2012
 ADDITIONAL TOPOGRAPHY AND SURVEY FOR STRUCTURES AND SPOT ELEVATIONS PROVIDED BY SOLTESZ ASSOCIATES DATED: JUNE 2015. DATUM: NGVD 88.

EXISTING CONDITIONS PLAN
 SCALE: 1"=20'

DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT
 PRINCE GEORGE'S COUNTY, MARYLAND
PEER REVIEW APPROVAL STAMP

"I hereby certify that I have successfully completed participation in DPIE's Peer Review Program. I have reviewed these plans in detail and they are in conformance with DPIE's General Specifications and Standards."

APPROVAL DATE: _____
 PEER REVIEWER: _____
 COMPANY NAME: Soltesz, LLC
 PERMIT NUMBER: #36023-2015

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland.
 License No. _____
 Expiration Date: _____

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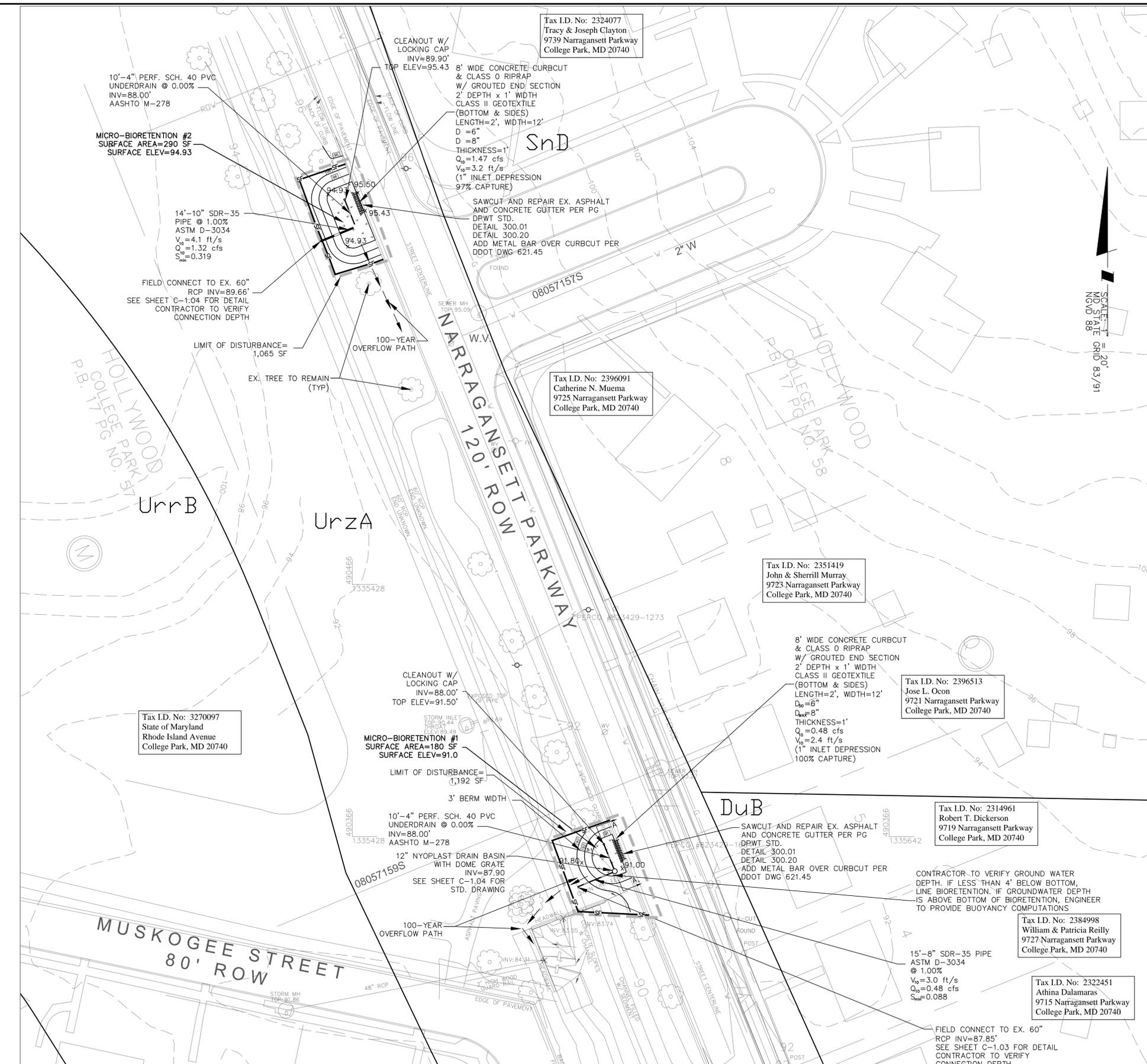
MISS UTILITY NOTE
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REV. NO.	DATE	REVISIONS PRIOR TO APPROVAL

EXISTING CONDITIONS PLAN
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**NARRAGANSETT PARKWAY
 STORMWATER RETROFIT**
 NARRAGANSETT PARKWAY
 COLLEGE PARK, MD 20740
 PRINCE GEORGE'S COUNTY, MARYLAND

ISSUE:	DATE: 03/29/16
SCALE: 1"=20'	SHEET 2 OF 7
FILE NO:	C-1.01
DRAFTED: DM	
CHECKED: NW	



LEGEND:

- 70 — EX. CONTOUR
- - - EX. PROPERTY LINE
- × 69.00 EX. SPOT ELEVATION
- ☁ EX. CANOPY
- 🌳 EX. TREE
- 🌿 EX. VEGETATION
- G - EX. GAS LINE
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- ⊕ EX. FIRE HYDRANT
- ⊕ EX. HEADWALL
- ⊕ EX. SIGN
- //— EX. WOODEN FENCE
- UrzA SOIL TYPE
- - - PROP. CONTOUR
- ▬▬▬ LIMIT OF DISTURBANCE
- ⊕ BMP AREA

BMP & ESD AS-BUILT CERTIFICATION

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ENGINEERS NAME HERE: _____ DATE: _____
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NOTES:

TOPOGRAPHY AND UTILITY LOCATION FROM FIELD SURVEY

MOT AND MILL & OVERLAY REQUIREMENTS TO BE REVIEWED BY CITY OF COLLEGE PARK

DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT
 PRINCE GEORGE'S COUNTY, MARYLAND
PEER REVIEW APPROVAL STAMP

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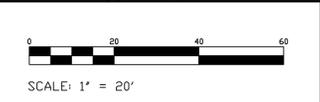
APPROVAL DATE: _____
 PEER REVIEWER: _____
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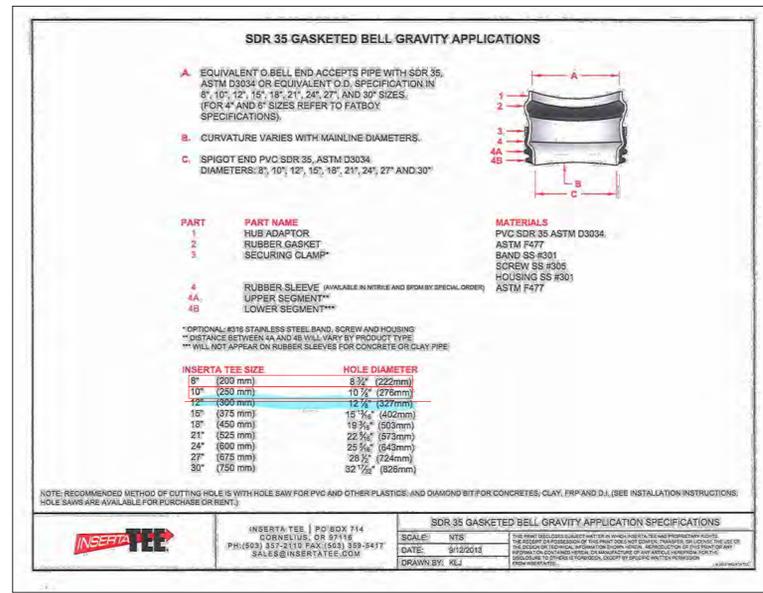
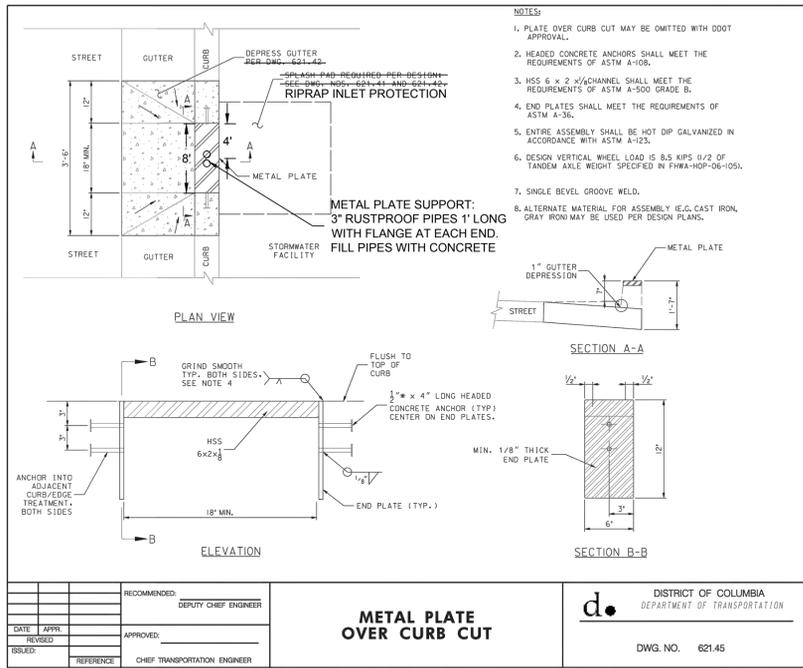
REV. NO.	DATE	REVISIONS PRIOR TO APPROVAL

SITE PLAN
 FOR PERMIT ONLY

**NARRAGANSETT PARKWAY
 STORMWATER RETROFIT**

NARRAGANSETT PARKWAY
 COLLEGE PARK, MD 20740
 PRINCE GEORGE'S COUNTY, MARYLAND

ISSUE:	DATE: 03/29/16
SCALE: 1"=20'	SHEET 3 OF 7
FILE NO:	C-1.02
DRAFTED: DM	
CHECKED: NW	



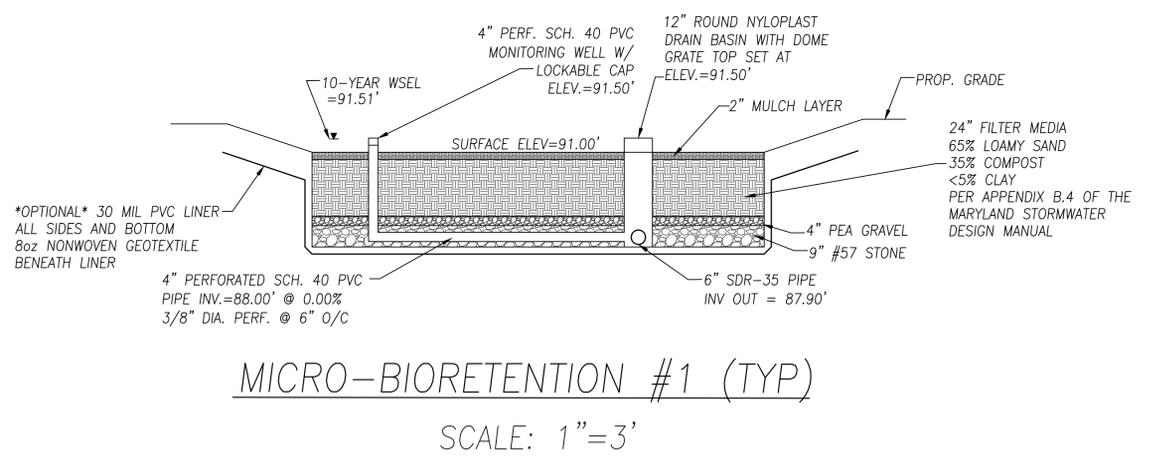
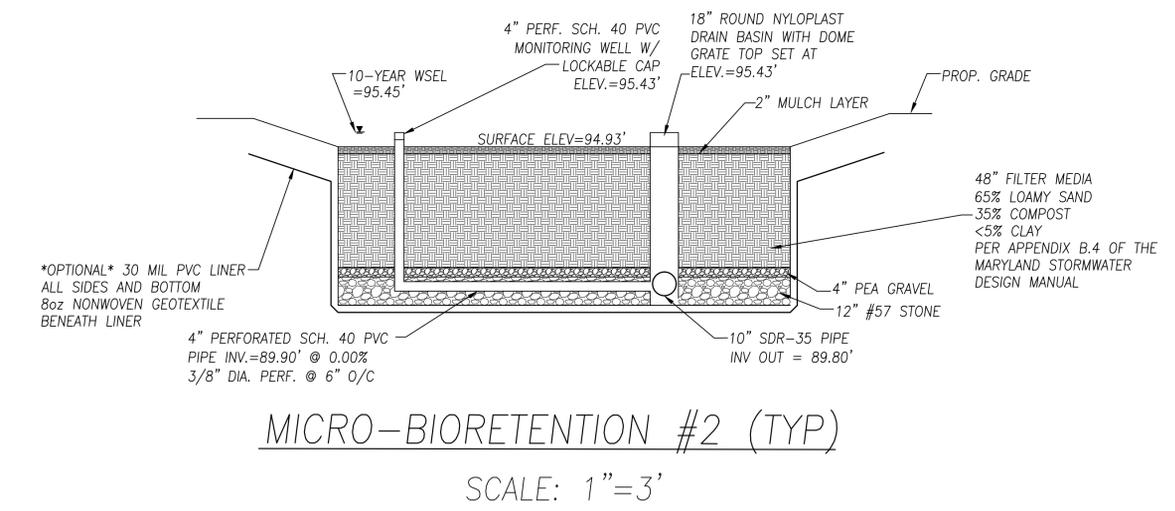
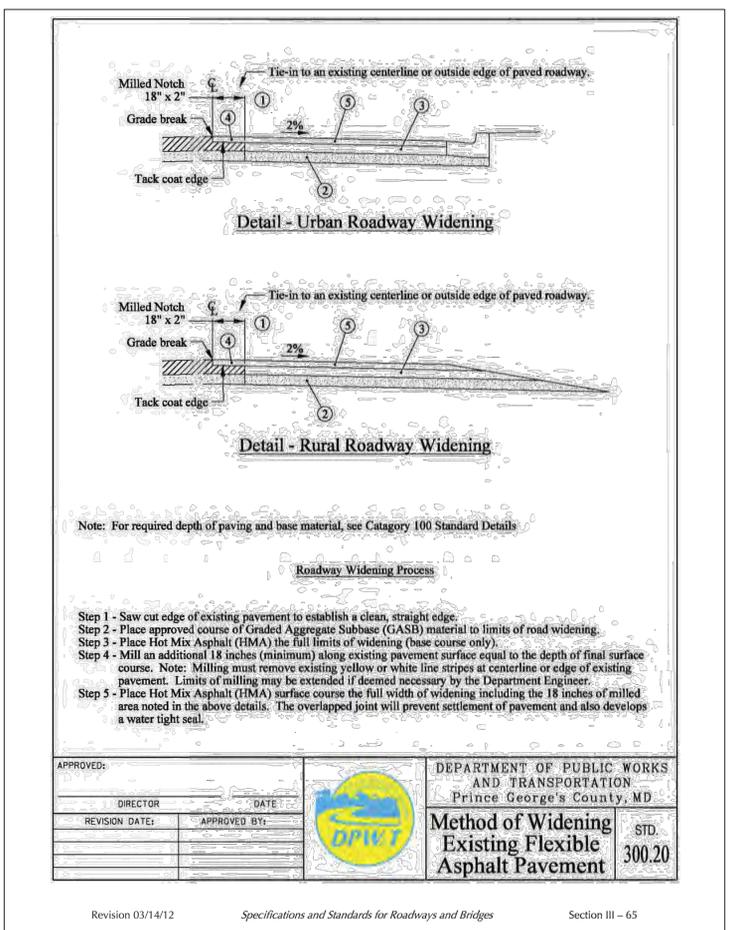
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ENGINEERS NAME HERE: _____ DATE: _____
MD. REG. P.E. NO. XXXXX

PROFESSIONAL CERTIFICATION

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



NOTE: FOR CURB & GUTTER REPLACEMENT/REPAIR, A MINIMUM 2' STRIP OF FULL DEPTH PAVEMENT MUST ALSO BE REPLACED

PAVING SECTION TO BE DETERMINED BY IN FIELD INVESTIGATION, AND APPROVED BY CITY OF COLLEGE PARK

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland

License No. _____
Expiration Date: _____

DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT
PRINCE GEORGE'S COUNTY, MARYLAND
PEER REVIEW APPROVAL STAMP

"I hereby certify that I have successfully completed participation in DPPE's Peer Review Program. I have reviewed these plans in detail and they are in conformance with DPPE's General Specifications and Standards."

APPROVAL DATE: _____
PEER REVIEWER: _____
COMPANY NAME: Soltesz, LLC
PERMIT NUMBER: #36023-2015

LOW IMPACT DEVELOPMENT CENTER

5000 Sunnyside Avenue, Suite 100
Beltsville, MD 20705

Tel. (301) 982-5559
Fax. (301) 982-9305
www.lowimpactdevelopment.org



MISS UTILITY NOTE

INFORMATION CONCERNING EXISTING UNDERGROUND UTILITIES WAS OBTAINED FROM AVAILABLE RECORDS. THE CONTRACTOR MUST DETERMINE THE EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES AND UTILITY CROSSINGS BY DIGGING TEST PITS BY HAND, WELL IN ADVANCE OF THE START OF EXCAVATION. CONTACT "MISS UTILITY" AT 1-800-257-7777, 48 HOURS PRIOR TO THE START OF EXCAVATION. IF CLEARANCES ARE LESS THAN SHOWN ON THIS PLAN OR TWELVE (12) INCHES, WHICHEVER IS LESS, CONTACT THE ENGINEER AND THE UTILITY COMPANY BEFORE PROCEEDING WITH CONSTRUCTION. CLEARANCES LESS THAN NOTED MAY REQUIRE REVISIONS TO THIS PLAN.

REV. NO.	DATE	REVISIONS PRIOR TO APPROVAL

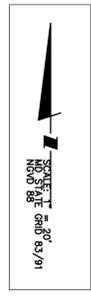
STORM DRAIN DETAILS

FOR PERMIT ONLY

NARRAGANSETT PARKWAY STORMWATER RETROFIT

NARRAGANSETT PARKWAY
COLLEGE PARK, MD 20740
PRINCE GEORGE'S COUNTY, MARYLAND

ISSUE:	DATE: 03/29/16
SCALE:	SHEET 5 OF 7
FILE NO:	1.03A
DRAFTED: DM	
CHECKED: NW	



DRAINAGE AREA TABLE

DRAINAGE AREA	TOTAL AREA (acres)	IMP. AREA (acres)	OWNERSHIP	TREATMENT	CN	TOC
DA #1	0.20	0.20	PUBLIC	MICROBIO #2	98	.1 hr
DA #2	0.06	0.06	PUBLIC	MICROBIO #1	98	.1 hr

BMP & ESD AS-BUILT CERTIFICATION

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE STORMWATER MANAGEMENT FACILITIES (BOTH BMP AND ESD) SHOWN ON THE PLANS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY PRINCE GEORGE'S COUNTY DEPARTMENT OF PERMITTING, INSPECTION AND ENFORCEMENT.

ENGINEERS NAME HERE _____ DATE: _____
 MD. REG. P.E. NO. XXXXX

PROFESSIONAL CERTIFICATION

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DRAINAGE AREA PLAN
 SCALE: 1"=60'



DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT
 PRINCE GEORGE'S COUNTY, MARYLAND
 PEER REVIEW APPROVAL STAMP

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SCALE: 1"=60'

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REV. NO.	DATE	REVISIONS PRIOR TO APPROVAL

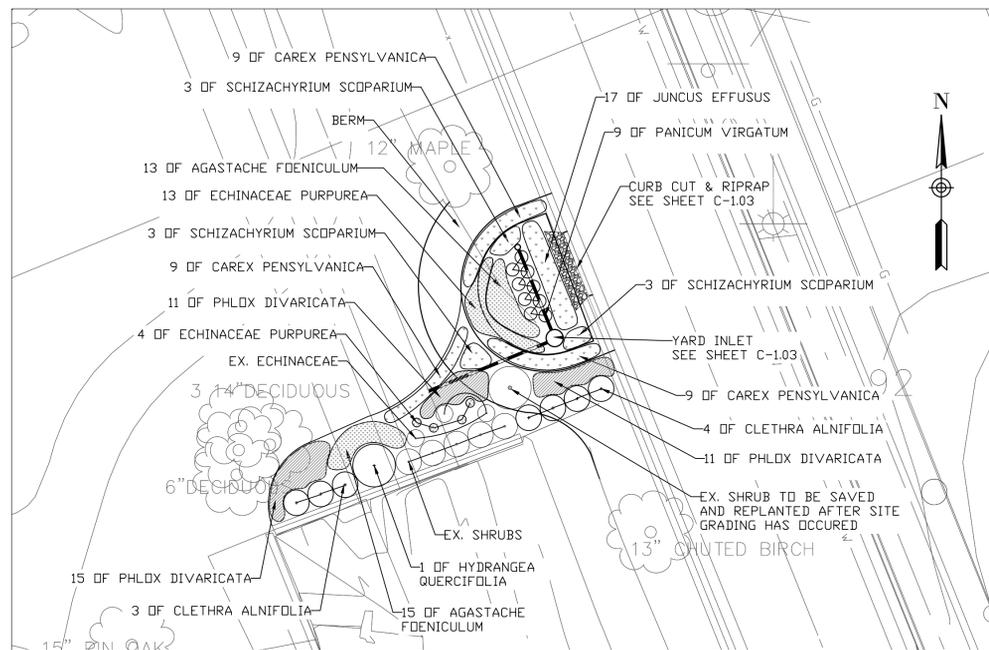
DRAINAGE AREA PLAN

FOR PERMIT ONLY

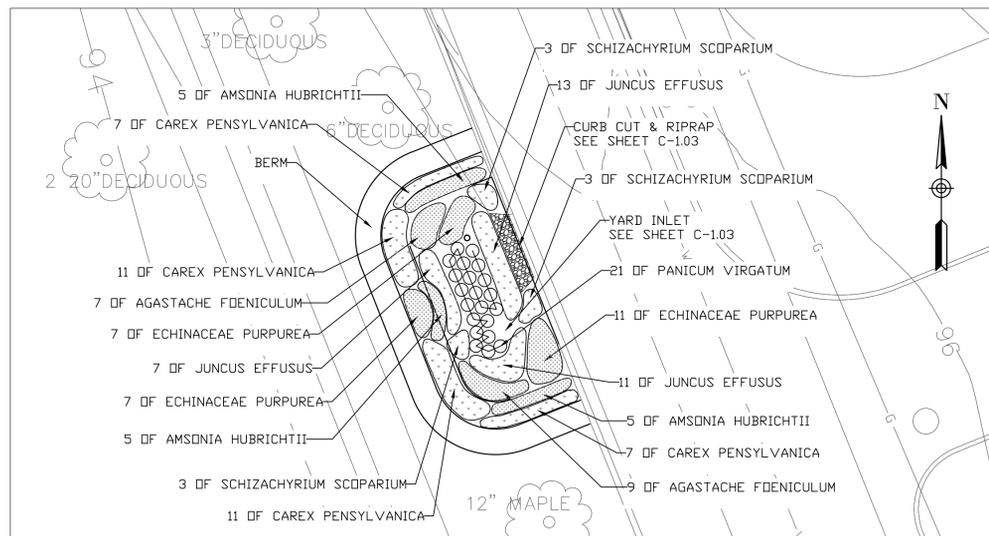
NARRAGANSETT PARKWAY STORMWATER RETROFIT

NARRAGANSETT PARKWAY
 COLLEGE PARK, MD 20740
 PRINCE GEORGE'S COUNTY, MARYLAND

ISSUE:	DATE: 12/03/15
SCALE: 1"=60'	SHEET 6 OF 7
FILE NO:	C-3.00
DRAFTED: DM	
CHECKED: NW	



LANDSCAPE PLAN: BIORETENTION AND ADJACENT PLANTING BED
SCALE: 1"=10'

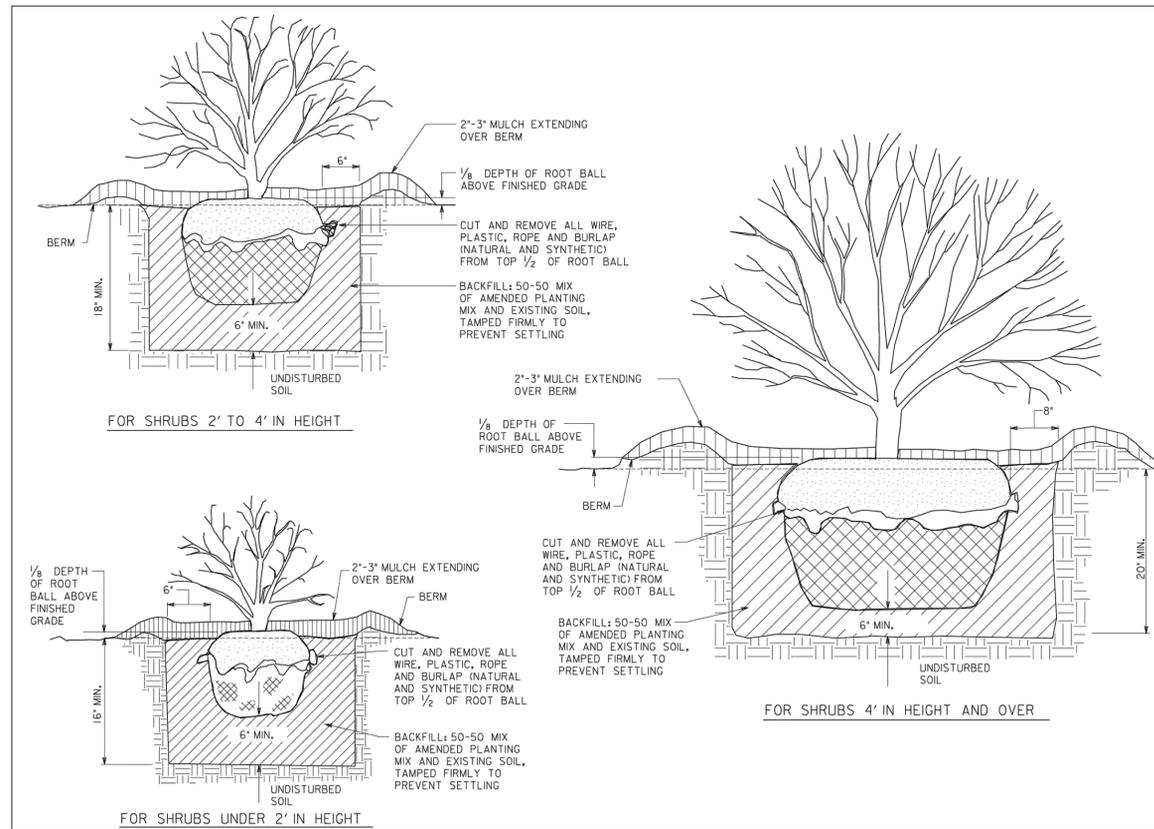


LANDSCAPE PLAN: BIORETENTION
SCALE: 1"=10'

PLANT LIST				
TYPE	QTY	LATIN NAME	COMMON NAME	SIZE/SPACING
SHRUBS	7	CLETHRA ALNIFOLIA	SUMMERSWEET	3 gal. @ 36" o.c.
	1	HYDRANGAEA QUERCIFOLIA	OAKLEAF HYDRANGEA	3 gal.
PERENNIALS	44	AGASTACHE FOENICULUM	BLUE GIANT HYSSOP	1 gal. @ 18" o.c.
	15	AMSONIA HUBRICHTII	BLUE STAR	1 gal. @ 18" o.c.
	42	ECHINACEAE PURPUREA	PURPLE CONEFLOWER	1 gal. @ 18" o.c.
	37	PHLOX DIVARICATA	WOODLAND PHLOX	1 gal. @ 18" o.c.
	63	CAREX PENSYLVANICA	PENNSYLVANIA SEDGE	1 gal. @ 18" o.c.
GRASSES	48	JUNCUS EFFUSUS	SOFT RUSH	1 gal. @ 18" o.c.
	30	PANICUM VIRGATUM 'SQUAW'	SWITCHGRASS	1 gal. @ 18" o.c.

LEGEND:

- 70 — EX. CONTOUR
- - - EX. PROPERTY LINE
- X 09.00 EX. SPOT ELEVATION
- 17.00 EX. TREE
- EX. VEGETATION
- G - EX. GAS LINE
- W - EX. WATER LINE
- S - EX. SANITARY SEWER LINE
- OW - EX. OVERHEAD WIRE
- EX. POWER POLE
- EX. TELEPHONE POLE
- EX. CURB INLET
- EX. WATER VALVE
- EX. GAS VALVE
- EX. SANITARY SEWER
- EX. FIRE HYDRANT
- EX. HEADWALL
- EX. SIGN
- // — EX. WOODEN FENCE
- EX. SHRUB
- SHRUB
- PERENNIAL
- GRASS
- GROUND COVER



LANDSCAPE SPECIFICATIONS

A. PLANT MATERIALS

THE LANDSCAPE CONTRACTOR SHALL FURNISH AND INSTALL AND/OR DIG, BALL, BURLAP, AND TRANSPLANT ALL OF THE PLANT MATERIALS CALLED FOR ON THE DRAWINGS AND/OR LISTED IN THE PLANT SCHEDULE.

B. PLANT NAMES

PLANT NAMES USED IN THE PLANT SCHEDULE SHALL BE IDENTIFIED IN ACCORDANCE WITH HORTUS THIRD, BY L.H. BAILEY, 1976.

C. PLANT STANDARDS

ALL PLANT MATERIALS SHALL BE EQUAL TO OR BETTER THAN THE REQUIREMENTS OF THE "AMERICAN STANDARD FOR NURSERY STOCK," LATEST EDITION, AS PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERMEN (HEREAFTER REFERRED TO AS AAN STANDARDS). ALL PLANTS SHALL BE TYPICAL OF THEIR SPECIES AND VARIETY, SHALL HAVE A NORMAL HABIT OF GROWTH, AND SHALL BE FIRST QUALITY, SOUND, VIGOROUS, WELL-BRANCHED AND WITH HEALTHY WELL-FURNISHED ROOT SYSTEMS. THEY SHALL BE FREE OF DISEASE, INSECT PESTS AND MECHANICAL INJURIES.

- (1) ALL PLANTS SHALL BE NURSERY GROWN AND SHALL HAVE BEEN GROWN UNDER THE SAME CLIMATIC CONDITIONS AS THE LOCATION OF THIS PROJECT FOR AT LEAST TWO YEARS BEFORE PLANTING. NEITHER HELED-IN PLANTS NOR PLANTS FROM COLD STORAGE WILL BE ACCEPTED.
- (2) COLLECTED PLANTS OR TRANSPLANTED TREES MAY BE CALLED FOR BY THE LANDSCAPE ARCHITECT AND USED, PROVIDED, HOWEVER, THAT LOCATIONS AND SOIL CONDITIONS WILL PERMIT PROPER BALLING.

D. PLANT MEASUREMENTS

- (1) MINIMUM SIZE FOR PLANTING SHRUBS SHALL BE, IN GENERAL, EIGHTEEN TO TWENTY-FOUR (18-24) INCHES IN HEIGHT OR SPREAD, AS APPROPRIATE, EXCEPT THAT A LARGER SIZE MAY BE REQUIRED WHEN DEEMED APPROPRIATE BY THE PLANNING DIRECTOR (OR DESIGNEE) IN THE CASE OF PARTICULAR SPECIES OR PLANTING SITUATIONS.

E. PLANTING METHODS

ALL PROPOSED PLANT MATERIAL THAT MEETS THE SPECIFICATIONS IN SECTION B. ABOVE ARE TO BE PLANTED IN ACCORDANCE WITH THE FOLLOWING PLANTING METHODS DURING THE PROPER SEASONS AS DESCRIBED BELOW.

(1) PLANTING SEASONS

A PROFESSIONAL HORTICULTURALIST/NURSERYMAN SHALL BE CONSULTED TO DETERMINE THE PROPER TIME, BASED ON PLANT SPECIES AND WEATHER CONDITIONS, TO MOVE AND INSTALL PARTICULAR PLANT MATERIAL TO MINIMIZE STRESS TO THE PLANT. PLANTING OF DECIDUOUS MATERIAL MAY BE CONTINUED DURING THE WINTER MONTHS PROVIDED THERE IS NO FROST IN THE GROUND AND FROST-FREE TOP SOIL PLANTING MIXTURES ARE USED.

(2) DIGGING

ALL PLANT MATERIAL SHALL BE DUG, BALLED AND BURLAPPED (B+B) OR BARE ROOT IN ACCORDANCE WITH THE "AAN STANDARDS."

(3) EXCAVATION OF PLANT PITS

THE LANDSCAPE CONTRACTOR SHALL EXCAVATE ALL PLANT PITS, VINE PITS, HEDGE TRENCHES AND SHRUB BEDS AS FOLLOWS:

- (A) ALL PITS SHALL BE GENERALLY CIRCULAR IN OUTLINE, WITH BOWL SHAPED SIDES. THE TREE PIT SHALL BE DEEP ENOUGH TO ALLOW ONE-EIGHTH (1/8) OF THE BALL TO BE ABOVE THE EXISTING GRADE. PLANTS SHALL REST ON UNDISTURBED EXISTING SOIL OR WELL COMPACTED BACKFILL. THE TREE PIT MUST BE A MINIMUM OF NINE (9) INCHES LARGER ON EVERY SIDE THAN THE BALL OF THE TREE.

(B) IF AREAS ARE DESIGNATED AS SHRUB BEDS OR HEDGE TRENCHES, THEY SHALL BE CULTIVATED TO AT LEAST EIGHTEEN (18) INCHES IN DEPTH MINIMUM. AREAS DESIGNATED FOR GROUND COVERS AND VINES SHALL BE CULTIVATED TO AT LEAST TWELVE (12) INCHES IN DEPTH MINIMUM.

(4) PLANT PRUNING, EDGING, AND MULCHING

(A) EACH TREE, SHRUB OR VINE SHALL BE PRUNED IN AN APPROPRIATE MANNER TO ITS PARTICULAR REQUIREMENTS, IN ACCORDANCE WITH ACCEPTED STANDARD PRACTICES AS STATED IN ANSI STANDARDS A300 FOR PRUNING. BROKEN OR BRUISED BRANCHES SHALL BE REMOVED WITH CLEAN CUTS MADE ON AN ANGLE FROM THE BARK RIDGE TO THE BRANCH COLLAR, NO FLUSH CUTS, TO MINIMIZE THE AREA CUT. ALL CUTS SHALL BE MADE WITH SHARP TOOLS. TRIM ALL EDGES SMOOTH. NO TREE WOUND DRESSINGS SHALL BE APPLIED.

(B) ALL TRENCHES AND SHRUB BEDS SHALL BE EDGED AND CULTIVATED TO THE LINES SHOWN ON THE DRAWING. THE AREAS AROUND ISOLATED PLANTS SHALL BE EDGED AND CULTIVATED TO THE FULL DIAMETER OF THE PIT. SOD WHICH HAS BEEN REMOVED AND STACKED SHALL BE USED TO TRIM THE EDGES OF ALL EXCAVATED AREAS TO THE NEAT LINES OF THE PLANT PIT SAUCERS, THE EDGES OF SHRUB AREAS, HEDGE TRENCHES AND VINE POCKETS.

(C) AFTER CULTIVATION, ALL PLANT MATERIALS SHALL BE MULCHED WITH A TWO TO THREE (2-3) INCH LAYER OF AGED SINGLE OR DOUBLE SHREDDED HARDWOOD MULCH OR CHIPS OVER THE ENTIRE AREA OF THE BED OR SAUCER. REFER TO THE MARYLAND STORMWATER MANAGEMENT DESIGN MANUAL.

F. SEEDING AND SODDING

ALL SEEDING AND SODDING SHALL BE AS PER 1994 STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL.

G. TOP SOIL

TOP SOIL SHALL BE RETAINED AND/OR PROVIDED ON ALL SITES AND SPREAD OVER ALL UNIMPROVED AREAS.

BMP & ESD AS-BUILT CERTIFICATION

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE STORMWATER MANAGEMENT FACILITIES (BOTH BMP AND ESD) SHOWN ON THE PLANS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY PRINCE GEORGE'S COUNTY DEPARTMENT OF PERMITTING, INSPECTION AND ENFORCEMENT.

ENGINEERS NAME HERE _____ DATE: _____
MD. REG. P.E. NO. XXXXX

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License No. _____

Expiration Date: _____

DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT
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SCALE: 1" = 10'-0"

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REV. NO.	DATE	REVISIONS PRIOR TO APPROVAL

LANDSCAPE PLAN

FOR PERMIT ONLY

**NARRAGANSETT PARKWAY
STORMWATER RETROFIT**

NARRAGANSETT PARKWAY
COLLEGE PARK, MD 20740
PRINCE GEORGE'S COUNTY, MARYLAND

ISSUE:	DATE: 03/29/16
SCALE: 1" = 10'	SHEET 7 OF 7
FILE NO:	L-1.01
DRAFTED: SC, DM	
CHECKED: NW	

SHEET INDEX

- C-0.00 COVER SHEET
- C-1.01 EXISTING CONDITIONS PLAN
- C-1.02 STORM DRAIN PLAN
- C-1.03 STORM DRAIN DETAILS
- C-1.04 STORM DRAIN DETAILS
- C-1.04A STORM DRAIN DETAILS
- C-3.01 DRAINAGE AREA PLAN
- L-1.01 LANDSCAPE PLAN

NOTES:

1. TOPOGRAPHY PROVIDED BY C.P. JOHNSON ASSOCIATES UTILITIES BY CDDI DATED: FEB. 11 2015 DATUM: NGVD 88.
2. LIMIT OF DISTURBANCE: 4,732 SF
3. CUT: 84 CY
4. FILL: 6 CY

GENERAL STORM DRAIN AND PAVING NOTES

- 1) INFORMATION CONCERNING UNDERGROUND UTILITIES WAS OBTAINED FROM AVAILABLE RECORDS, BUT THE CONTRACTOR MUST DETERMINE THE EXACT LOCATION AND ELEVATION OF THE MAINS BY DIGGING TEST PITS, BY HAND OR VACUUM, AT UTILITY CROSSINGS WELL IN ADVANCE OF TRENCHING. IF CLEARANCES TO WATER AND SEWER LINES ARE LESS THAN SHOWN ON THIS PLAN, OR LESS THAN TWELVE (12) INCHES, CONTACT THE DEPARTMENT OF PERMITTING INSPECTION AND ENFORCEMENT (DPIE) INSPECTOR BEFORE PROCEEDING WITH CONSTRUCTION.
- 2) ALL STORM DRAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE STORMWATER MANAGEMENT STANDARDS AND SPECIFICATIONS OF PRINCE GEORGE'S COUNTY DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION.
- 3) FOR TYPES OF STORM DRAIN STRUCTURES, REFER TO THE LATEST STANDARD DETAILS OF PRINCE GEORGE'S COUNTY DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION, UNLESS OTHERWISE NOTED.
- 4) ALL ROADWAY CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING: THE DPW&T SPECIFICATIONS AND STANDARDS FOR ROADWAYS AND BRIDGES; THE PRINCE GEORGE'S COUNTY CODE, SUBTITLE 23, ROAD ORDINANCE; AND THE PRINCE GEORGE'S COUNTY POLICY AND SPECIFICATION FOR UTILITY INSTALLATION AND MAINTENANCE.
- 5) PRIOR TO DIGGING WITHIN THE PUBLIC RIGHT-OF-WAY, CALL "MISS UTILITY" TOLL FREE AT (800) 257-7777 FOR UTILITY LOCATION AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION.
- 6) PRIOR TO PERMIT ISSUANCE AND STARTING ANY WORK SHOWN ON THIS PLAN, THE PERMITTEE SHALL ARRANGE A PRE-CONSTRUCTION MEETING WITH THE DPIE INSPECTOR BY CALLING (301) 983-5730. AN INITIAL INSPECTION IS REQUIRED PRIOR TO FULL MASS GRADING OF THE SITE.
- 7) IN ACCORDANCE WITH SECTION 23-120, THE COUNTY'S ROAD ORDINANCE, A PROJECT SIGN SHALL BE POSTED PROMINENTLY DESCRIBING THE FOLLOWING:
 - SUBDIVISION NAME (AS SHOWN ON PERMIT APPLICATION)
 - OWNER/PERMITTEE NAME
 - OWNER/PERMITTEE ADDRESS AND PHONE
 - DPW&T PERMIT NUMBER
- 8) ALL ELEVATIONS SHOWN ON THIS PLAN ARE IN ACCORDANCE WITH THE FOLLOWING: HORIZONTAL—MARYLAND COORDINATE SYSTEM (STATE PLANE GRID) BASED ON NORTH AMERICAN DATUM OF 1983 (NAD 83); NATIONAL GEODOTIC VERTICAL DATUM OF 1929 (NG VD 29).
- 9) TEMPORARY TRAFFIC CONTROL AND PERMANENT TRAFFIC SIGNS SHALL CONFORM TO THE LATEST EDITION OF THE FEDERAL HIGHWAY ADMINISTRATION'S MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- 10) IT SHALL BE THE RESPONSIBILITY OF THE PERMITTEE TO ARRANGE FOR THE ADJUSTMENT OR RELOCATION OF ALL UTILITIES.
- 11) ALL UNSUITABLE MATERIAL MUST BE REMOVED AND REPLACED WITH SUITABLE MATERIAL TO A DEPTH AS DIRECTED BY THE GEOTECHNICAL ENGINEER, THE DPW&T INSPECTOR, AND/OR THE DEPARTMENT'S ENGINEER.
- 12) EXCAVATION AND PLACEMENT OF FILL MATERIAL SHALL BE PERFORMED UNDER THE SUPERVISION OF A MARYLAND-LICENSED ENGINEER.
- 13) THE PERMITTEE WILL BE REQUIRED TO FURNISH COMPACTION REPORTS CERTIFIED BY A MARYLAND-LICENSED ENGINEER ON EACH LAYER OF FILL MATERIAL PRIOR TO PLACING SUBSEQUENT LAYERS.
- 14) DURING THE PLACEMENT OF A STANDARD PAVEMENT SECTION, NO PAVEMENT COURSE OR STONE LIFT SHALL BE PLACED UNTIL THE UNDERLYING COURSE OR SUBGRADE IS APPROVED BY THE DPW&T INSPECTOR. THE APPROVAL SHALL EXPIRE IF TRAFFIC OR INCLEMENT WEATHER AFFECTS THE SITE PRIOR TO PAVING.
- 15) AS SOON AS THE ASPHALT BASE COURSE IS APPROVED, THE INTERMEDIATE ASPHALT COURSE SHALL BE PLACED IMMEDIATELY OVER IT TO FORM A PROTECTIVE SEAL.
- 16) TEMPORARY STREET NAME SIGN INSTALLATION AND MAINTENANCE IS THE OBLIGATION OF THE PERMITTEE ONCE BASE PAVING IS COMPLETED.
- 17) WHERE ROADWAY CONSTRUCTION IS ON OR IN THE VICINITY OF AN EXISTING ROAD, IN-KIND PAVEMENT MARKING AND STRIPING REPLACEMENT (E.G., THERMOPLASTIC, PAINTED, ETC.) ARE REQUIRED. ALSO, APPROPRIATE PAVEMENT MARKING AND STRIPING SHALL BE PROVIDED IN THE AREA OF PAVEMENT WIDENING AND/OR RECONSTRUCTION AND/OR OVERLAY OF AN EXISTING ROAD.
- 18) SAW CUT AND MILL A 2-INCH DEEP, 10-FOOT-WIDE NOTCH AT EXISTING EDGE OF PAVEMENT WHERE IT IS NECESSARY TO CONNECT TO OR TO EXTEND AN EXISTING ROAD. OVERLAY AT POINT OF TIE-IN TO ENSURE A SMOOTH TRANSITION AND POSITIVE DRAINAGE.
- 19) WHERE IT IS NECESSARY TO WIDEN AN EXISTING ROAD, AND MILLING AND OVERLAY REQUIREMENTS HAVE BEEN WAIVED OR REDUCED, THE WIDENING AND THE EDGE TREATMENT OF EXISTING ROAD SHALL BE CONSTRUCTED IN ACCORDANCE WITH DPW&T STANDARD NO. 300.20 UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT.
- 20) ALL RESIDENTIAL ROADWAY FILLET RADII SHALL BE AT LEAST 37 FEET, UNLESS OTHERWISE NOTED. ROADWAYS WITH HIGHER CLASSIFICATION REQUIRE 45 FEET AND/OR 50 FEET RADII.
- 21) AN UNDERDRAIN SYSTEM IS REQUIRED FOR THE FULL LENGTH OF ALL PROPOSED AND MODIFIED ROADWAYS, ON BOTH SIDES, AND TO THE LIMITS OF THE PERMIT SHOWN ON THIS PLAN.
- 22) ALL CURB AND GUTTER SHALL BE CONSTRUCTED IN ACCORDANCE WITH DPW&T STANDARDS NO. 300.01 THROUGH 300.04 UNLESS OTHERWISE DIRECTED BY THE DEPARTMENT.
- 23) BRICK CHANNELIZATION IS REQUIRED IN ALL PUBLIC DPW&T STORM DRAIN STRUCTURES. CONCRETE CHANNELIZATION IS NOT ALLOWED.
- 24) POSITIVE DRAINAGE SHALL BE MAINTAINED THROUGHOUT THE AREA COVERED BY THIS PERMIT AND THROUGH ADJACENT PROPERTY FRONTAGES.
- 25) ALL UNPAVED AREAS WITHIN THE RIGHT-OF-WAY SHALL BE SODDED.
- 26) ALL SIDEWALK RAMPS SHOWN ON THIS PLAN SHALL BE CONSTRUCTED IN ACCORDANCE WITH DPW&T STANDARDS 300.05 THROUGH 300.10 AND SHALL COMPLY WITH THE LATEST REVISION TO THE FEDERAL ACCESSIBILITY GUIDELINES OF THE AMERICANS WITH DISABILITIES ACT.
- 27) ALL SIDEWALKS SHOWN ON THIS PLAN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST DPW&T STANDARDS AND SHALL COMPLY WITH THE LATEST REVISION TO THE FEDERAL ACCESSIBILITY GUIDELINES OF AMERICANS WITH DISABILITIES ACT.

- 28) ALL SIDEWALKS (EXCEPT AS NOTED HEREIN) ARE TO BE CONSTRUCTED BY THE SITE DEVELOPER.
- 29) SIDEWALKS ALONG FRONTAGES OF OPEN-SPACE PARCELS AND THOSE NOT COVERED BY A SINGLE-FAMILY BUILDING PERMIT SHALL BE CONSTRUCTED UNDER THIS STREET CONSTRUCTION PERMIT.
- 30) THE WIDTH OF A RESIDENTIAL DRIVEWAY APRON AT THE PROPERTY LINE SHALL NOT BE LESS THAN THE WIDTH OF THE ON-SITE PARKING PAD AT ITS WIDEST POINT. A MAXIMUM WIDTH OF 20 FEET, AND A MINIMUM WIDTH OF 10 FEET. A RESIDENTIAL DRIVEWAY APRON FLARE SHALL NOT BE CONSTRUCTED CLOSER THAN 3.5 FEET TO THE NEAREST ABUTTING PROPERTY LINE.
- 31) ALL DRIVEWAY APRONS ARE TO BE CONSTRUCTED BY THE SITE DEVELOPER.
- 32) ENSURE THAT STREET TREES ARE NO CLOSER THAN 1 FOOT TO THE RIGHT-OF-WAY LINE, IN AN OPEN SPACE SECTION CONFIGURATION, AND NO CLOSER THAN 15 FEET FROM STREET LIGHT OR POLE, AND OF APPROPRIATE HEIGHT SO AS NOT TO INTERFERE WITH EXISTING OR PROPOSED OVERHEAD UTILITY LINES. ALL STREETSCAPE PLANTING SHALL BE IN ACCORDANCE WITH DPW&T STANDARDS 600.01 THROUGH 600.20 UNLESS DIRECTED OTHERWISE BY THE DEPARTMENT.
- 33) PAVEMENT QUALITY CONTROL AND CORING WILL BE REQUIRED OF THE PERMITTEE FOR ALL PAVEMENT COURSES USING THE FOLLOWING PROCESS:
 - a. PRIOR TO PAVING, PERMITEE/PAVING CONTRACTOR SHALL ELECTRONICALLY NOTIFY INSPECTOR OF PAVING DATES (FAX CAN OCCASIONALLY BE ACCEPTED), AND PROVIDE INFORMATION NEEDED FOR CORE TESTING REQUEST (CTR FORM #1). DPW&T INSPECTOR FILLS OUT THE CTR FORM THEN SENDS IT TO THE MATERIALS LAB.
 - b. CONTRACTORS, WHO ARE NEW TO THE MATERIALS LAB, SHALL ELECTRONICALLY SUBMIT QC PLANS TO IT, AND ARRANGE TO BE INITIATED BY IT PRIOR TO PAVING.
 - c. THE PERMITEE/PAVING CONTRACTOR MUST PROVIDE A MD-CERTIFIED FIELD TECHNICIAN FOR DAILY QUALITY CONTROL (QC) TESTING DURING THE ENTIRE PAVING OPERATION (NOT JUST ITS END). FIELD TECHNICIAN SHALL BE ADEQUATELY EQUIPPED WITH A PHONE, CALIBRATED THERMOMETER, AND A CALIBRATED THIN-LIFT DENSITY GAUGE FOR QC AND INSPECTOR-REQUESTED TESTING.
 - d. HMA DENSITY GAUGES SHALL BE VALIDATED AND CALIBRATED DAILY (SHA 504.03.10 A.2), SO THEIR READINGS CAN BE ACCEPTED FOR COURSE PLACED WITH A TOTAL TONNAGE UNDER 200 TONS OR ACCEPTABLE THICKNESS UNDER 12" DUE TO PATCHING, WEDGE & LEVELING, BRIDGE DECKS, ... ETC.
 - e. FIELD TECH. SHALL CALL THE MATERIALS LAB WITH DATE & TIME OF CORE CUTTING SO IT CAN BE WITNESSED. ALL CORES & HMA SAMPLES CAN BE RECEIVED ON SITE BY A LAB INSPECTOR.
 - f. INSPECTOR RANDOMLY SELECTS & MARKS CORE LOCATIONS IN THE FIELD; NOTES THEM DOWN ON THE CTR STATING STREET'S NAME AND ADDRESS, LOT #, STA #, OR DISTANCE FROM NEAREST INTERSECTION; THEN FAXES THE CTR AGAIN TO THE LAB, AND GIVES TO FIELD TECH BOXES FOR ONLY PR. GEORGE'S COUNTY HMA SAMPLES.
 - g. FIELD TECH. SHALL CHECK DELIVERY TICKETS FOR COUNTY-REQUIRED INFO, COLLECT AT LEAST ONE BEHIND-THE-PAVER HMA SAMPLE/MIX/DAY, AND CUT AT LEAST 5 CORES/MIX/DAY BUT NO LESS THAN 2 CORES FROM EACH STREET, UNLESS OTHERWISE INSTRUCTED BY AN INSPECTOR; THEN HAND OVER THE SAMPLES TO DPW&T INSPECTOR NO LATER THAN ONE (1) BUSINESS DAY FROM THE PAVING.
 - h. IF, AT THE LAB'S DISCRETION, THE CORES' CUTTING IS NOT WITNESSED, CORES SHALL BE RECEIVED IN THE LAB, IN ONE BUSINESS DAY FROM PAVING, AS LONG AS THEY ARE NUMBERED AND WELL IDENTIFIED ON FORM #2 BY: PROJECT NAME, STREET NAME, CORE LOCATION, PAVING DATE, CORING DATE, MIX CODE, ... ETC. IF NOT PROPERLY IDENTIFIED, CORES WILL NOT BE ACCEPTED.
 - i. IF, AT THE LAB'S DISCRETION, A BEHIND-THE-PAVER HMA SAMPLE IS NOT RECEIVED ON SITE, IT SHALL BE RECEIVED IN THE LAB ALONG WITH CERTIFIED DELIVERY TICKETS, IN ONE (1) BUSINESS DAY, AND BE IDENTIFIED BY: PROJECT NAME, SAMPLING LOCATION, PAVING DATE, & STATE MIX DESIGNATION. IF NOT PROPERLY LABELED, HMA SAMPLES WILL NOT BE ACCEPTED.
 - j. IF CORES ARE TESTED AT AN INDEPENDENT THIRD PARTY'S TESTING LAB, THAT LAB MUST BE ASHSTO ACCREDITED FOR SPECIFIC TESTS, AND BE INITIATED BY THE MATERIALS LAB, WHICH SHALL BE NOTIFIED (FAX CAN OCCASIONALLY BE ACCEPTED), OF THE TESTING DATE & TIME SO IT MAY WITNESS THE 3RD PARTY TESTING.
 - k. CORE RESULTS SHALL BE REPORTED ON CORE ANALYSIS (FORM #2), E-MAILED TO MATERIALS LAB & INSPECTOR NO LATER THAN ONE BUSINESS DAY FROM TESTING (ONE DAY FROM CUTTING FOR COMPANION CORES), AND MAILED OUT TO PERMITEE.
 - l. FIELD TECHNICIANS AND THIRD PARTY TESTING LABS SHALL MAINTAIN A LOG OF THEIR TEST RESULTS; RECOMMENDATIONS, AND ACTIONS TAKEN TO CORRECT THE PROBLEMS, IF ANY. THE LOG SHALL BE AVAILABLE TO DPW&T FOR REVIEW UPON ANY DPW&T INSPECTOR'S REQUEST.
- 34) PERMITTEE SHALL SUBMIT PROPERTY CORNER CERTIFICATIONS AND UTILIZE METAL PROPERTY MARKERS PER PRINCE GEORGE'S COUNTY CODE, SECTION 24-120, PRIOR TO ACCEPTANCE OF STREETS.
- 35) WASHINGTON SUBURBAN SANITARY COMMISSION 200 FOOT SHEET NO.:
- 36) DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION SITE CONCEPT APPROVAL NUMBER: N/A
- 37) SEDIMENT CONTROL APPROVAL NUMBER: N/A
- 38) PRELIMINARY PLAN APPROVAL NUMBER: N/A
- 39) RECORD PLAT RECORDING NUMBER: N/A
- 40) APPROVED STREET GRADE ESTABLISHMENT INFORMATION: ORIGINAL STREET NAME APPROVAL NUMBER
- 41) AT THE TIME OF PERMIT RELEASE, THE FOLLOWING MINIMUM SUBMITTAL REQUIREMENTS WHERE APPLICABLE SHALL APPLY:
 - WASHINGTON SUBURBAN SANITARY COMMISSION PAVING CLEARANCE CERTIFICATION;
 - BITUMINOUS CONCRETE CORE CERTIFICATIONS, ALL PAVEMENT COURSES;
 - PROPERTY MARKER CERTIFICATION;
 - DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION LETTER APPROVING STORM DRAIN AS-BUILT;
 - TREE APPROVAL AND TREE BOND POSTED, IF NECESSARY;
 - STREET LIGHT PROOF OF PAYMENT (MUST BE ACCOMPANIED BY A MEMORANDUM FROM DPW&T'S TRAFFIC SAFETY DIVISION ACCEPTING THE PROOF OF PAYMENT); AND
 - PROOF/STATEMENT THAT ALL FINANCIAL MATTERS HAVE BEEN SETTLED.

- 42) THE PERMITTEE IS RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF ALL TRAFFIC SIGNS, TRAFFIC SIGNALS, AND ROADWAY MARKINGS FOR ROADWAY IMPROVEMENTS ON SUBDIVISION ACCESS ROADS WHICH INCLUDE ARTERIAL, COLLECTOR, INDUSTRIAL, AND ANY NECESSARY OFFSITE CONDITIONS WHICH REQUIRE ROADWAY IMPROVEMENTS. THE DESIGN AND/OR CONSTRUCTION DRAWINGS SHALL BE INCLUDED ALONG WITH THE PERMIT PLANS, AND SHALL BE REVIEWED AND APPROVED BY THE DEPARTMENT'S TRAFFIC SAFETY DIVISION PRIOR TO PERMIT ISSUANCE.
- 43) THE PERMITTEE IS RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF ALL TRAFFIC MARKINGS, TRAFFIC SIGNALS, IF REQUIRED, AND PAYMENT OF FEE FOR STREET NAME SIGNS ON INTERNAL SUBDIVISION STREETS. TRAFFIC SIGNS WILL BE FURNISHED AND INSTALLED BY THE COUNTY.
- 44) ALL CONCRETE PIPE SYSTEMS 48 INCHES OR LESS SHALL BE INSPECTED WITH A VIDEO CAMERA AS PART OF THE FINAL "AS BUILT" CONSTRUCTION REQUIREMENTS.
- 45) STABILIZATION PRACTICES ON ALL PROJECTS MUST BE IN COMPLIANCE WITH THE REQUIREMENTS OF COMAR 26.17.1.08 G REGULATIONS BY JANUARY 9, 2013, REGARDLESS OF WHEN AN EROSION AND SEDIMENT CONTROL PLAN WAS APPROVED. FOLLOWING INITIAL SOIL DISTURBANCE OR RE-DISTURBANCE, PERMANENT OR TEMPORARY STABILIZATION MUST BE COMPLETED WITHIN THREE (3) CALENDAR DAYS AS TO ALL OTHER DISTURBED OR GRADED AREAS ON THE PROJECT SITE NOT UNDER ACTIVE GRADING.



VICINITY MAP
1" = 2000'

ENGINEERS & DRAINAGE CERTIFICATIONS

I HEREBY CERTIFY THAT THIS PLAN CONFORMS TO THE REQUIREMENTS OF SUBTITLE 32, DIVISION 2 OF THE CODE OF PRINCE GEORGE'S COUNTY WATER RESOURCES PROTECTION AND GRADING CODE; AND THAT I OR MY STAFF HAVE INSPECTED THIS SITE AND THAT DRAINAGE FLOWS FROM UPHILL PROPERTIES ONTO THIS SITE, AND FROM THIS SITE ONTO DOWNHILL PROPERTIES, HAVE BEEN ADDRESSED IN SUBSTANTIAL ACCORDANCE WITH APPLICABLE CODES.

SIGNATURE: _____
NAME: _____ DATE: _____
MD. REG. NO.: _____

UTILITY CERTIFICATION

I HEREBY CERTIF, TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THAT THE EXISTING AND/OR PROPOSED UNDERGROUND UTILITY INFORMATION SHOWN HEREON HAS BEEN CORRECTLY DUPLICATED FROM UTILITY COMPANY RECORDS. FURTHER, THAT THIS PROJECT HAS BEEN CAREFULLY COORDINATED WITH EACH INVOLVED UTILITY COMPANY AND ALL AVAILABLE UNDERGROUND UTILITY INFORMATION RELATIVE TO THIS PLAN HAS BEEN SOLICITED FROM THEM.

SIGNATURE ENGINEER-IN-CHARGE _____ DATE _____

BMP & ESD AS-BUILT CERTIFICATION

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE STORMWATER MANAGEMENT FACILITIES (BOTH BMP AND ESD) SHOWN ON THE PLANS ABOVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY PRINCE GEORGE'S COUNTY DEPARTMENT OF PERMITTING, INSPECTION AND ENFORCEMENT.

ENGINEERS NAME HERE _____ DATE: _____
MD. REG. P.E. NO. XXXXX

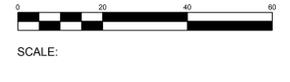
PROFESSIONAL CERTIFICATION

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

Prince George's County Government Department of Permitting, Inspections and Enforcement Site/Road Plan Review Division 9400 Peppercorn Place, Suite 420 Largo, Maryland 20774 Final Plan BMP SUMMARY TABLE Revision Date: May 27, 2015																			
Project Name:		Concept No.: 35990-2015			Permit No.:			Total Site Acreage: 1.57											
POI	LABEL	NAME	MD NORTH	MD EAST	LAND USE	CONSTRUCTION PURPOSE	DRAINAGE AREA (AC)	TOTAL IMPERVIOUS AREA (AC)	NEW IMPERVIOUS AREA (AC)	EXISTING IMPERVIOUS AREA (AC)	PERCENT IMPERVIOUS	Rv	TARGET P _i (IN)	TARGET VOL (FT ³)	DESIGN VOL (FT ³) USING ESD PRACTICES	DESIGN VOLUME (CF) USING STRUCTURAL PRACTICES	MAX ESD VOL (ESD max) (CF)	RCN	ON_OFF_SITE
A	1	Step Pool Storm Conveyance	484874	1333428	Medium Density Residential	REST	1.47	1.32	0.00	1.32	90.0%	0.640	0.5	2624	2620	0	2620	92	Off Site
B	2	Swales	484585	1333366	Medium Density Residential	REST	0.04	0.04	0.00	0.04	100%	0.950	1	143	143	0	143	98	Off Site

MISS UTILITY NOTE

INFORMATION CONCERNING EXISTING UNDERGROUND UTILITIES WAS OBTAINED FROM AVAILABLE RECORDS. THE CONTRACTOR MUST DETERMINE THE EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES AND UTILITY CROSSINGS BY DIGGING TEST PITS BY HAND, WELL IN ADVANCE OF THE START OF EXCAVATION. CONTACT "MISS UTILITY" AT 1-800-257-7777, 48 HOURS PRIOR TO THE START OF EXCAVATION. IF CLEARANCES ARE LESS THAN SHOWN ON THIS PLAN OR TWELVE (12) INCHES, WHOEVER IS LESS, CONTACT THE ENGINEER AND THE UTILITY COMPANY BEFORE PROCEEDING WITH CONSTRUCTION. CLEARANCES LESS THAN NOTED MAY REQUIRE REVISIONS TO THIS PLAN.



LOW IMPACT DEVELOPMENT CENTER

5000 Sunnyside Avenue, Suite 100
Beltsville, MD 20705

Tel. (301) 982-5559
Fax. (301) 982-9305
www.lowimpactdevelopment.org

RHODE ISLAND AVENUE STORMWATER RETROFIT

RHODE ISLAND AVENUE
COLLEGE PARK, MD 20740
PRINCE GEORGE'S COUNTY, MARYLAND

ISSUE:	DATE: 03/30/16
SCALE:	SHEET 1 OF 8
FILE NO:	C-0.00
DRAFTED: DM	
CHECKED: NW	133

COVER SHEET
FOR PERMIT ONLY

REV. NO.	DATE	REVISIONS PRIOR TO APPROVAL

**DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT
PRINCE GEORGE'S COUNTY, MARYLAND
PEER REVIEW APPROVAL STAMP**

"I hereby certify that I have successfully completed participation in DPIE's Peer Review Program. I have reviewed these plans in detail and they are in conformance with DPIE's General Specifications and Standards."

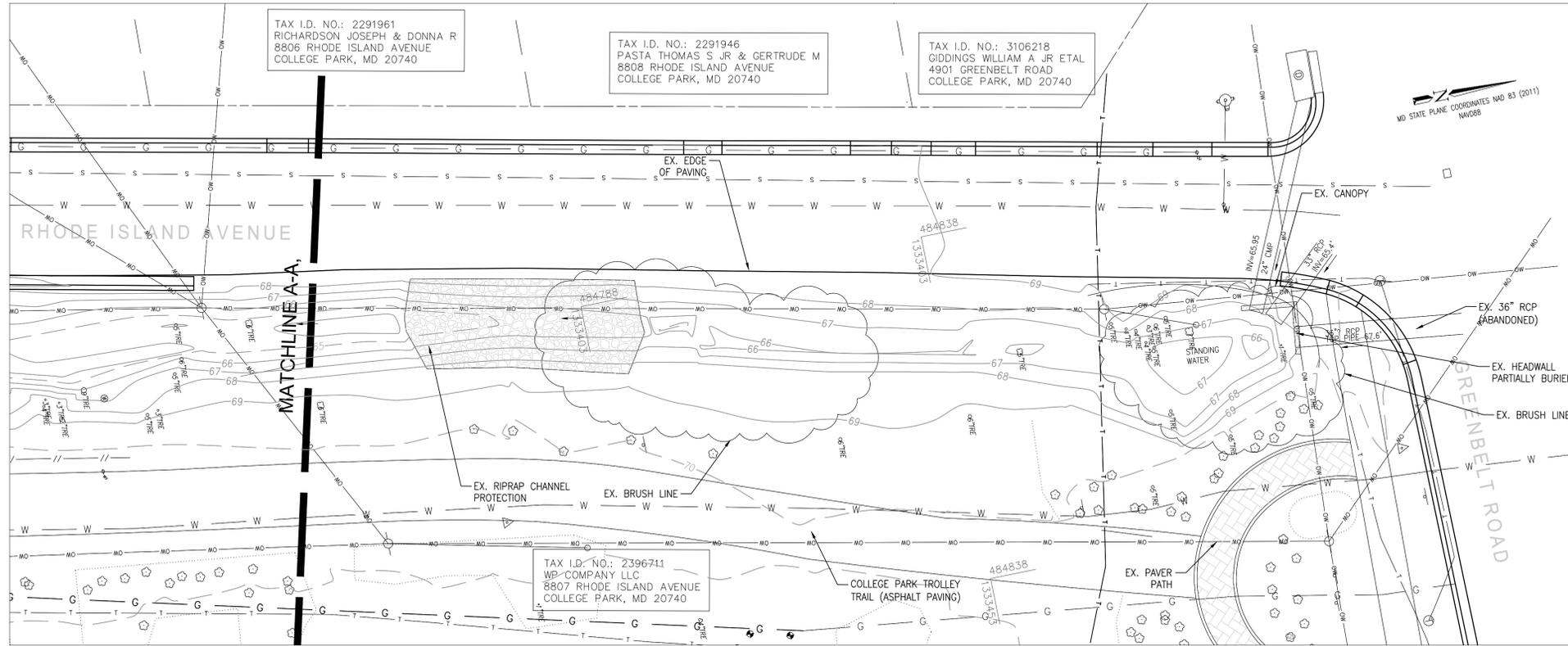
APPROVAL DATE: _____
PEER REVIEWER: _____
COMPANY NAME: _____
PERMIT NUMBER: _____

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland.

License No. _____
Expiration Date: _____

APPROVED BY _____ DATE _____

CITY ENGINEER - STEVEN E. HALPERN



BMP & ESD AS-BUILT CERTIFICATION

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ENGINEERS NAME HERE
MD. REG. P.E. NO. XXXXXX

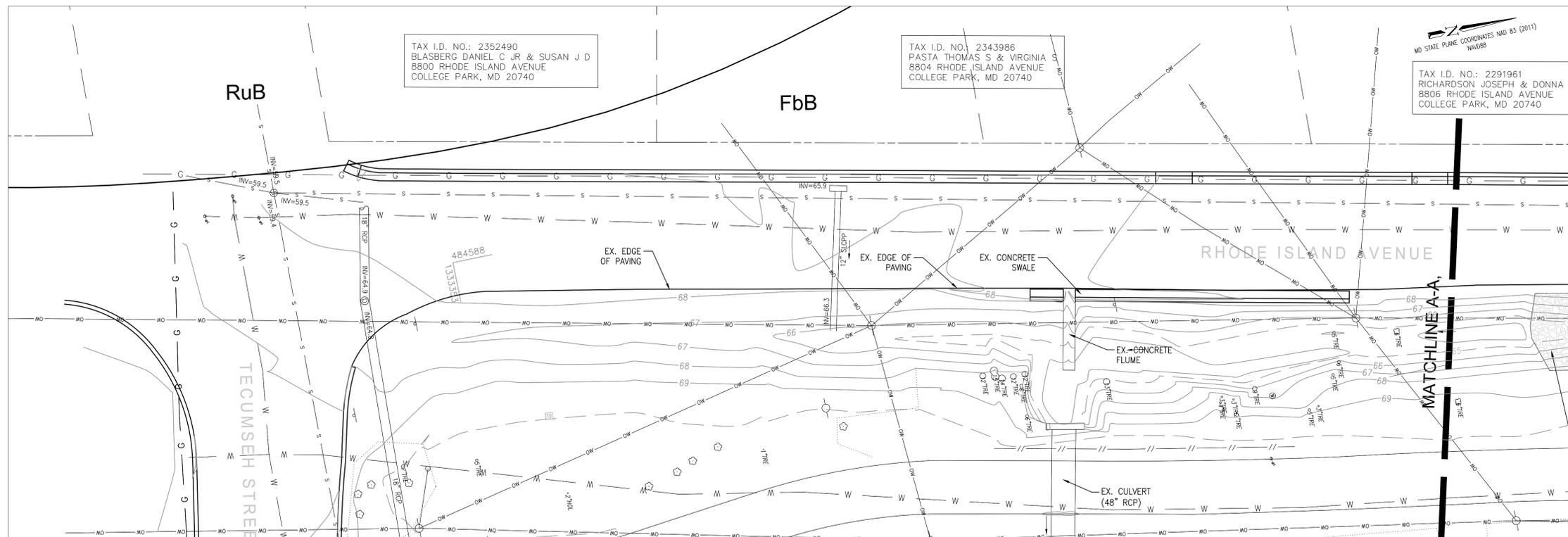
DATE:

PROFESSIONAL CERTIFICATION

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LEGEND:

- 70— EX. CONTOUR
- EX. PROPERTY LINE
- × 49.00 EX. SPOT ELEVATION
- ☁ EX. CANOPY
- 37RE EX. TREE
- ⊗ EX. VEGETATION
- G- EX. GAS LINE
- W- EX. WATER LINE
- S- EX. SANITARY SEWER LINE
- OW- EX. OVERHEAD WIRE
- EX. POWER POLE
- ⊕ EX. TELEPHONE POLE
- ⊙ EX. CURB INLET
- ⊕ EX. WATER VALVE
- ⊕ EX. GAS VALVE
- ⊕ EX. SANITARY SEWER
- ⊕ EX. FIRE HYDRANT
- ⊕ EX. HEADWALL
- EX. SIGN
- // EX. WOODEN FENCE
- FbB SOILS TYPE



EXISTING CONDITIONS PLAN
SCALE: 1"=10'

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland.
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PEER REVIEWER: _____

COMPANY NAME: _____

PERMIT NUMBER: _____

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REV. NO.	DATE	REVISIONS PRIOR TO APPROVAL

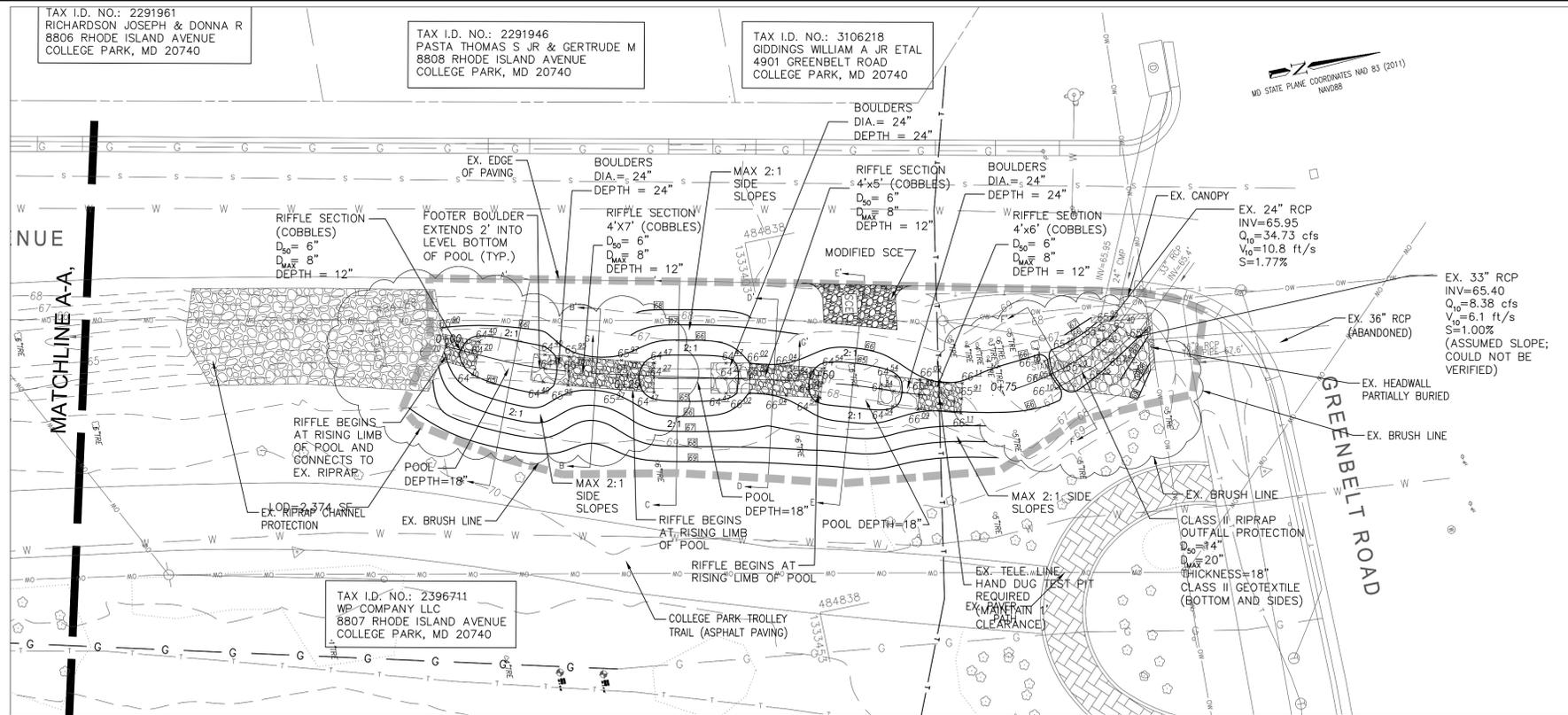
EXISTING CONDITIONS PLAN

FOR PERMIT ONLY

**RHODE ISLAND AVENUE
STORMWATER RETROFIT**

RHODE ISLAND AVENUE
COLLEGE PARK, MD 20740
PRINCE GEORGE'S COUNTY, MARYLAND

ISSUE:	DATE: 03/30/16
SCALE: 1"=20'	SHEET 2 OF 8
FILE NO:	C-1.01
DRAFTED: DM	
CHECKED: NW	



BMP & ESD AS-BUILT CERTIFICATION

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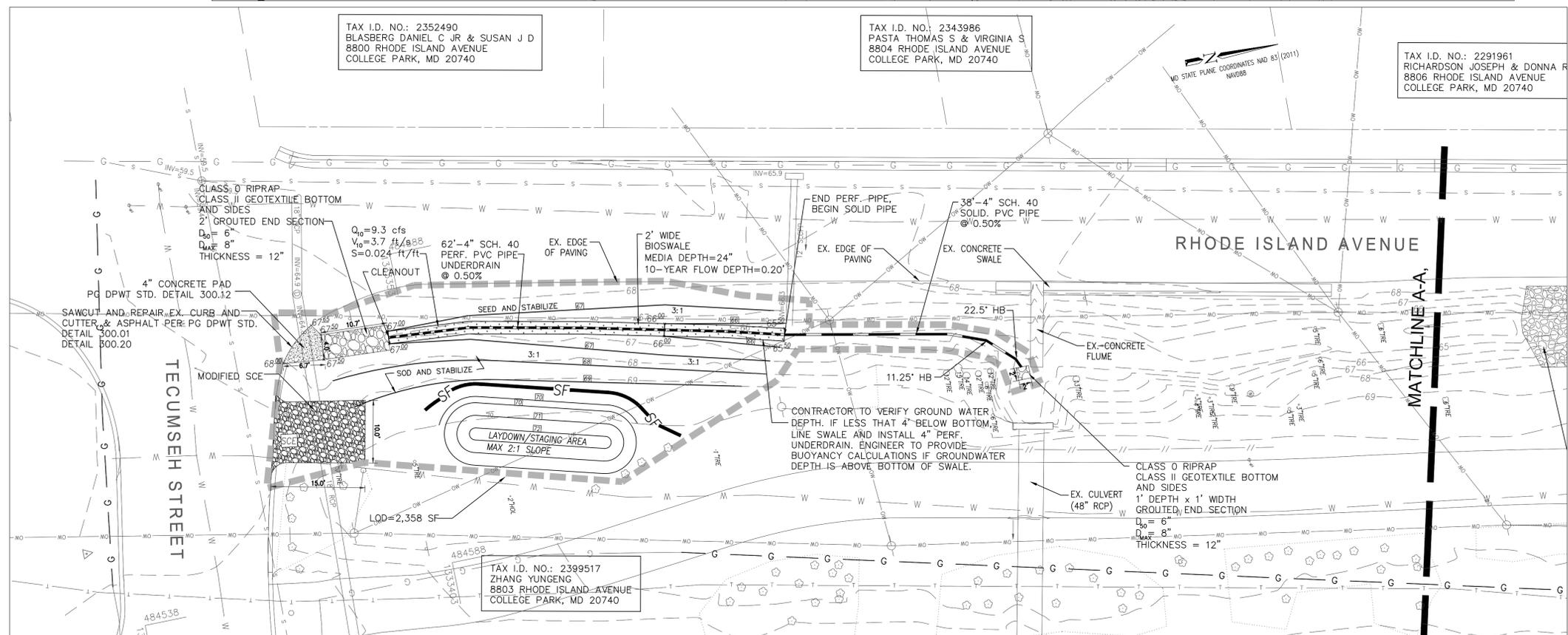
ENGINEERS NAME HERE: MD. REG. P.E. NO. XXXXX DATE: _____

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LEGEND:

- 70— EX. CONTOUR
- - - EX. PROPERTY LINE
- × 69.00 EX. SPOT ELEVATION
- EX. CANOPY
- EX. TREE
- EX. VEGETATION
- G - EX. GAS LINE
- W - EX. WATER LINE
- S - EX. SANITARY SEWER LINE
- OW - EX. OVERHEAD WIRE
- EX. POWER POLE
- EX. TELEPHONE POLE
- EX. CURB INLET
- EX. WATER VALVE
- EX. GAS VALVE
- EX. SANITARY SEWER
- EX. FIRE HYDRANT
- EX. HEADWALL
- EX. SIGN
- EX. WOODEN FENCE
- FdB SOILS TYPE
- - - PROP. CONTOUR
- 65.80 SPOT ELEVATION
- COBBLES
- CLASS 2 RIPRAP
- SANDSTONE BOULDERS
- BIOSWALE
- 0+25 STATION



- NOTES:**
- CONTRACTOR TO INSTALL TREE PROTECTION FENCE AROUND TREES 2" AND LARGER
 - AREAS WITH SWALES OR CHANNELS TO BE STABILIZED WITH 30 MIL HDPE OR EQUAL AND SAND BAGS AT END OF EACH DAY. SEE SHEET C-1.04A FOR DETAIL

GRADING & STORM DRAIN PLAN
SCALE: 1"=10'

SEE SHEET C-1.04 FOR SECTION DETAILS

DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT
PRINCE GEORGE'S COUNTY, MARYLAND
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REV. NO.	DATE	REVISIONS PRIOR TO APPROVAL

GRADING & STORM DRAIN PLAN

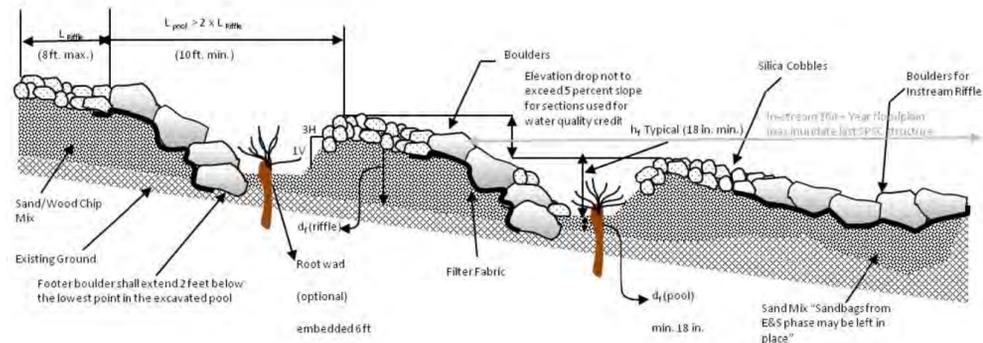
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RHODE ISLAND AVENUE STORMWATER RETROFIT

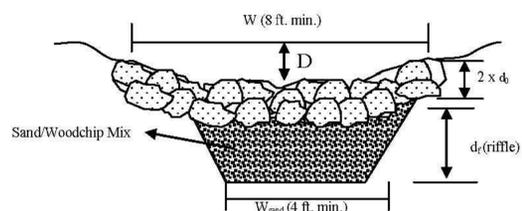
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COLLEGE PARK, MD 20740
PRINCE GEORGE'S COUNTY, MARYLAND

ISSUE:	DATE: 03/30/16
SCALE: 1"=20'	SHEET 3 OF 8
FILE NO:	C-1.02
DRAFTED: DM	
CHECKED: NW	

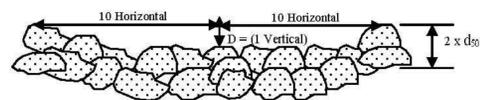
LINER OPTION FOR HIGH WATER TABLE CONDITION:



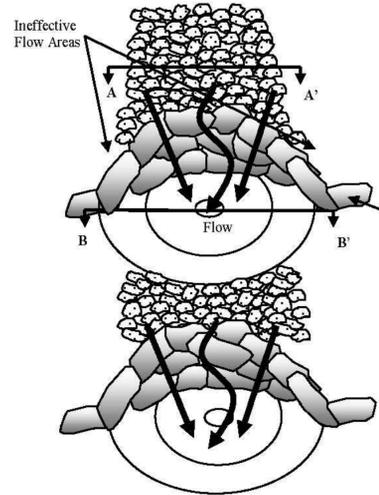
Typical Profile - Alternating Pools and Riffles



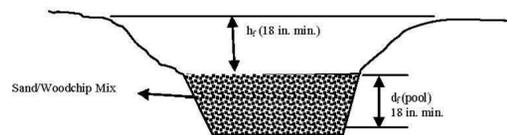
Section A-A'
Riffle Weir Cross Section through Cobble



Riffle Section through Cobble



Riffle - Pool Sequence (Typical)



Section B-B'
Pool Cross Section

DETAILS
NOT TO SCALE

NOTES:

- SAND/WOODCHIP FILTER MEDIUM SHALL MEET THE AASHTO-M-6 OR ASTM-C-33, 0.02 INCHES TO 0.03 INCHES IN SIZE. SAND SUBSTITUTIONS SUCH AS DIABASE AND GRAYSTONE (AASHTO) #10 ARE NOT ACCEPTABLE. NO CALCIUM CARBONATE OR DOLOMITIC SAND SUBSTITUTIONS ARE ACCEPTABLE. NO "ROCK DUST" CAN BE USED FOR SAND. THE WOODCHIPS ARE ADDED TO THE SAND MIX, APPROXIMATELY 20% BY VOLUME, TO INCREASE THE ORGANIC CONTENT AND PROMOTE PLANT GROWTH AND SUSTAINABILITY.
- FILTER FABRIC SHOULD BE PLACED UNDER ALL BOULDERS, REFERS TO DESIGN FIGURES FOR BOULDER PLACEMENT LOCATION. FILTER FABRIC SHALL NOT BE PLACED UNDER NON-BOULDER SECTIONS.

CATEGORY 300 DRAINAGE PVC LINED PONDS

DESCRIPTION. This work shall consist of furnishing, placing and anchoring of a 30 mil PVC liner within designated pond area as shown in the Contract Documents and as directed by the Engineer.

MATERIALS:

Furnished Topsoil	920
Type B Soil Stabilization Matting	920
Staples	920

PVC LINER MATERIAL. The 30 mil PVC Liner shall conform to the following minimum physical properties:

PROPERTY	TEST METHOD	REQUIREMENT
Thickness	D 1593	+/- 5%
Specific Gravity (min.)	D 792	1.20
100% Modulus (psi, min.)	D 882	100
(1 lb. force/in. width, min.)	D 882	30
Tensile (psi, min.)	D 882	2300
(Lb. force/in. width, min.)	D 882	69
Elongation at Break (% min.)	D 882	325
Graves Tear (lb./in., min.)	D 1904	325
(1 lb. force/in. width, min.)	D 1904	8
Resistance to Soil Burial (% change max.)	D 3083 (NSF Modified)	
(a) Breaking Factor		6
(b) Elongation At Break		20
(c) Modulus at 100% Elongation		20
Impact Cold Crack (F)	D 1790	-20
Dimensional Stability (% change/max.)	D 120 (212/15 min.)	6
Water Extraction (% max.)	D 3083	-0.25
Volatile Loss (% max.)	D 1203	0.70
Hydrostatic Resistance (psi, min.)	D 751	82

PVC LINER CERTIFICATION.

The Contractor shall certify that the PVC liner material conforms to the physical properties. The PVC Liner Certification shall also include:

- Polymer and composition of the PVC Liner, including additive composition of any coating materials
- Manufacturer's Quality Control plan including properties, test methods, frequency of testing, tolerances and method of resolution for out-of-specification materials
- Laboratory test results documenting the physical properties

STORAGE AND HANDLING

The PVC liner shall remain stored in its original container in a dry area and protected from puncture, dirt, grass, water, mud, mechanical abrasions, excessive heat, extreme cold or other damage. On-site handling of the PVC liner is the responsibility of the Contractor.

Any damage of the PVC liner shall be documented. If the damaged PVC liner cannot be repaired to comply with the specification it shall be removed and replaced at no additional cost to the Administration.

CONSTRUCTION.

Construction shall be in conformance with the details shown on the plans or as directed by the Engineer and the following:

Area Subgrade Preparation.

Surfaces to be lined shall be smooth and free of all rocks, stones, sticks, sharp objects, or debris of any kind. The surface shall provide a firm, unyielding foundation for the liner with no sudden sharp, or abrupt changes or break in grade. No standing water, mud, snow, or frozen subgrade that has become softened by water or overly dried until it has been properly reconditioned and recompact. Special care shall be taken to maintain the prepared soil surfaces. The soil surface will be observed daily by the Engineer to evaluate the surface condition. Any damage to the surface caused by weather conditions shall be repaired by the contractor.

Anchor Trench.

The anchor trench shall be excavated to the line, grade, and width shown on the construction drawings, prior to liner placement.

If the anchor trench is located in clay susceptible to desiccation, no more than the amount of trench required for the liner to be anchored in one day shall be excavated to minimize desiccation of the anchor trench soils.

Slightly rounded corners shall be provided in the trench where the liner adjoins the trench so as to avoid sharp bends in the liner. No loose soil or rocks shall be allowed to underlie the liner in the anchor trench. Leading edges of the anchor trench shall be smooth and even.

Placement of Liner.

- The liner shall be placed down gradient (upstream to downstream) to facilitate over lapping and prevent run off from entering under the placed liner.
- The method used to place the liner panels shall minimize wrinkles (especially differential wrinkles between adjacent panels). Minimum wrinkles shall be allowed to insure the liner is installed in a relaxed condition. Excessive wrinkles which overlap themselves shall not be allowed. Stretching of the liner is not allowed.
- All panels may be repositioned after deployment to conform to the overlap requirements, however, deployment and repositioning measures may eliminate dragging or slongating the PVC liner panels.
- The seam overlap shall be a minimum of 3 ft. and a maximum of 4 ft.

BMP & ESD AS-BUILT CERTIFICATION

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ENGINEERS NAME HERE
MD. REG. P. E. NO. XXXXX

DATE:

PROFESSIONAL CERTIFICATION

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Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland.
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Measurement and Payment.

Measurement and payment for the PVC ditch liner will be measured and paid for at the contract unit price per square yard accepted in place. The payment will be full compensation for all excavation, PVC liner, furnished topsoil, backfill, and for all overlap shall not be measured and paid for as separate item. All PVC liner overlap shall be incidental to the cost of PVC liner installation.

Excavation will be measured and paid for at the contract unit price per cubic yard for class 2 excavation for incidental construction.

STORM DRAIN DETAILS

FOR PERMIT ONLY

RHODE ISLAND AVENUE
STORMWATER RETROFIT

RHODE ISLAND AVENUE
COLLEGE PARK, MD 20740
PRINCE GEORGE'S COUNTY, MARYLAND

ISSUE: _____ DATE: 03/30/16

SCALE: NOT TO SCALE SHEET 4 OF 8

FILE NO: _____

DRAFTED: _____ 1.03

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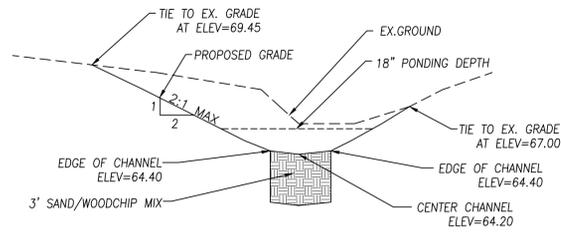


NOT TO SCALE

MISS UTILITY NOTE

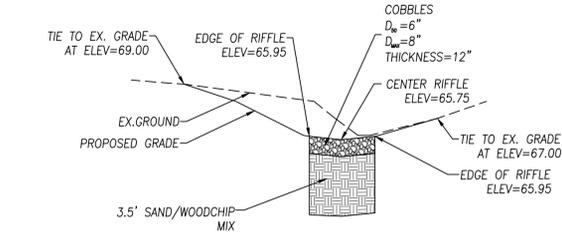
INFORMATION CONCERNING EXISTING UNDERGROUND UTILITIES WAS OBTAINED FROM AVAILABLE RECORDS. THE CONTRACTOR MUST DETERMINE THE EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES AND UTILITY CROSSINGS BY DIGGING TEST PITS BY HAND, WELL IN ADVANCE OF THE START OF EXCAVATION. CONTACT "MISS UTILITY" AT 1-800-257-7777, 48 HOURS PRIOR TO THE START OF EXCAVATION. IF CLEARANCES ARE LESS THAN SHOWN ON THIS PLAN OR TWELVE (12) INCHES, WHICHEVER IS LESS, CONTACT THE ENGINEER AND THE UTILITY COMPANY BEFORE PROCEEDING WITH CONSTRUCTION. CLEARANCES LESS THAN NOTED MAY REQUIRE REVISIONS TO THIS PLAN.

REV. NO. _____ DATE _____ REVISIONS PRIOR TO APPROVAL _____



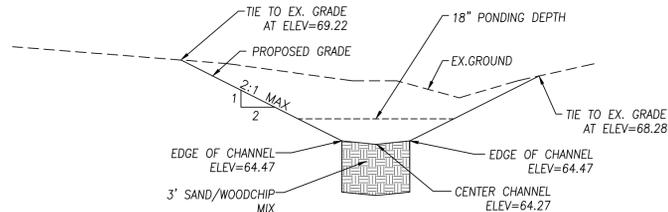
STEP POOL SECTION (A-A)

STA. = 0+09
SCALE: 1"=5'



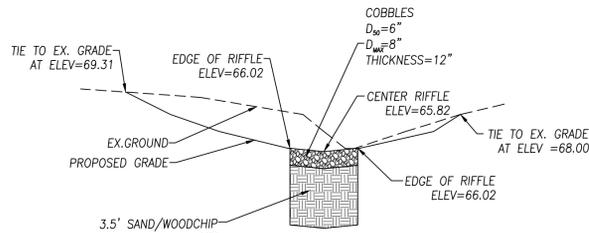
STEP POOL SECTION (B-B)

STA. = 0+21
SCALE: 1"=5'



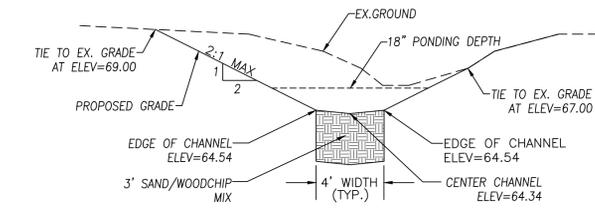
STEP POOL SECTION (C-C)

STA. = 0+32
SCALE: 1"=5'



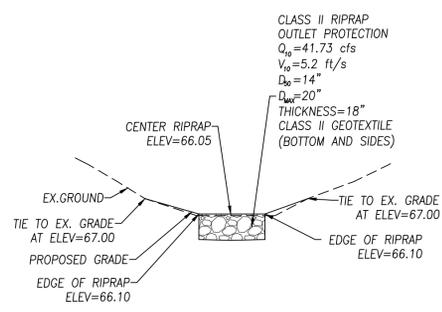
STEP POOL SECTION (D-D)

STA. = 0+44
SCALE: 1"=5'



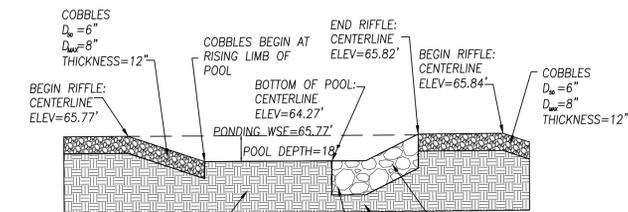
STEP POOL SECTION (E-E)

STA. = 0+55
SCALE: 1"=5'



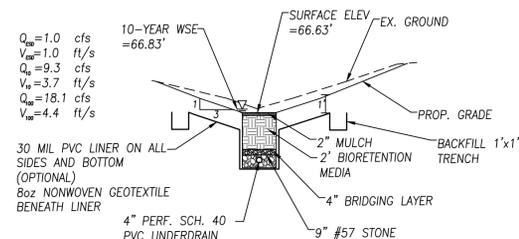
STEP POOL SECTION (F-F)

SCALE: 1"=5'



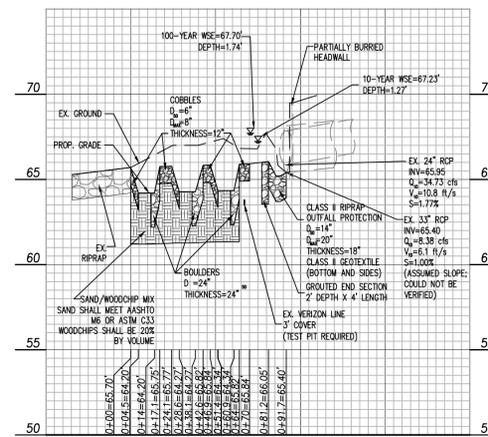
STEP POOL SECTION (G-G)

STA. = 0+20 - 0+47
SCALE: 1"=5'



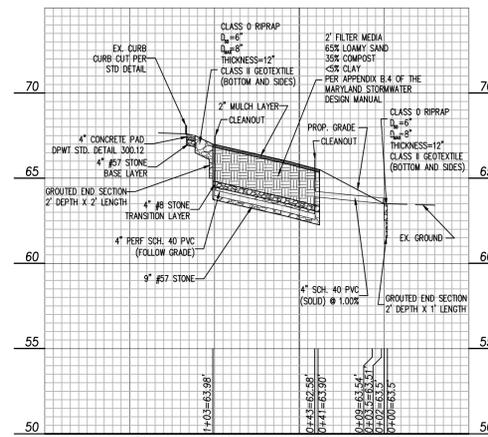
BIOSWALE W/ OPTIONAL LINER (TYP.)

SCALE: 1"=5'



STEP POOL STORM CONVEYANCE PROFILE

SCALE: 1"=50' H
1"=5' V



BIOSWALE PROFILE

SCALE: 1"=50' H
1"=5' V

SPSC PROFILE TABLE

STATION	ELEVATION	NOTES
0+00	65.70'	END POOL END RIFFLE, TIE TO EX. RIPRAP
0+04.5	64.20'	BEGIN POOL SLOPE UP, BEGIN COBBLE SECTION
0+14	64.20'	END POOL SLOPE DOWN, LOCATION OF FOOTER BOULDER
0+17.1	65.75'	END RIFFLE, BEGIN POOL SLOPE DOWN, BEGIN BOULDER SECTION
0+24.1	65.77'	END POOL SLOPE UP, BEGIN RIFFLE
0+28.6	64.27'	BEGIN POOL SLOPE UP, BEGIN COBBLE SECTION
0+38.1	64.27'	END POOL SLOPE DOWN, LOCATION OF FOOTER BOULDER
0+42.6	65.82'	END RIFFLE, BEGIN POOL SLOPE DOWN, BEGIN BOULDER SECTION
0+46.9	65.84'	END POOL SLOPE UP, BEGIN RIFFLE
0+51.4	64.34'	BEGIN POOL SLOPE UP, BEGIN COBBLE SECTION
0+60.9	64.34'	END POOL SLOPE DOWN, LOCATION OF FOOTER BOULDER
0+64	65.89'	END RIFFLE, BEGIN POOL SLOPE DOWN, BEGIN BOULDER SECTION
0+70	65.91'	END POOL SLOPE UP, BEGIN RIFFLE
0+81.2	66.05'	BEGIN OUTFALL PROTECTION (CLASS 0 RIPRAP)
0+91.7	65.40'	BEGIN OUTFALL PROTECTION (CLASS 0 RIPRAP)

BIOSWALE PROFILE TABLE

STATION	ELEVATION	NOTES
0+00	63.50'	END RIPRAP
0+02	63.50'	OUTFALL 4" PIPE, BEGIN RIPRAP
0+03.5	63.51'	22.5' HORIZONTAL BEND
0+09	63.54'	11.25' HORIZONTAL BEND
0+41	63.69'	BEGIN SOLID PIPE (CLEANOUT)
0+43	63.69'	END UNDERDRAIN (CLEANOUT)
1+03	64.01'	BEGIN UNDERDRAIN (CLEANOUT)

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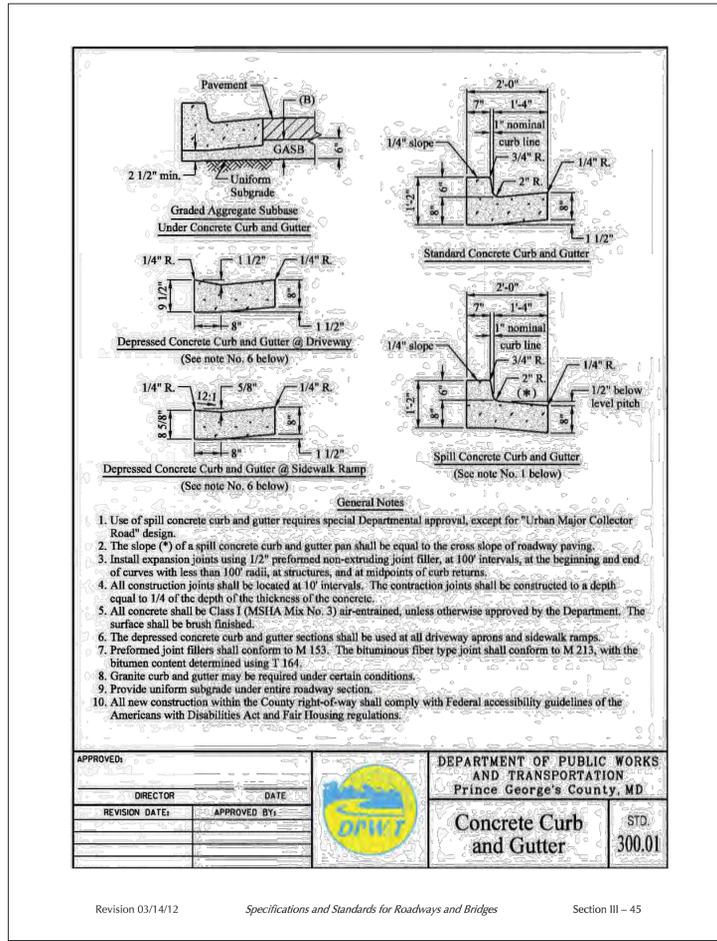
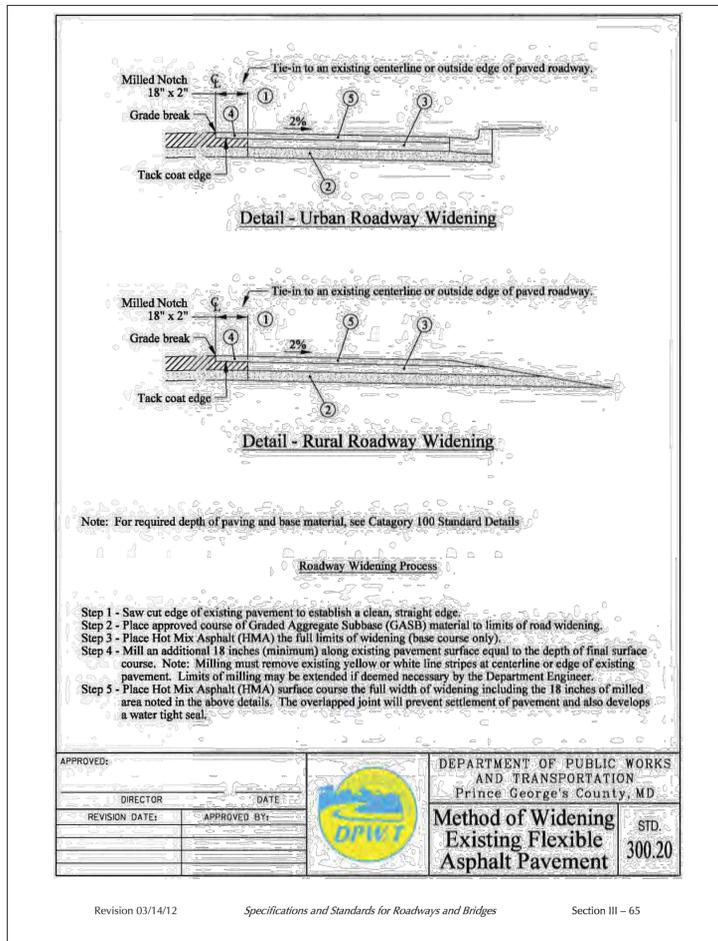
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RHODE ISLAND AVENUE
STORMWATER RETROFIT

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COLLEGE PARK, MD 20740
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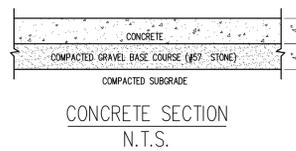
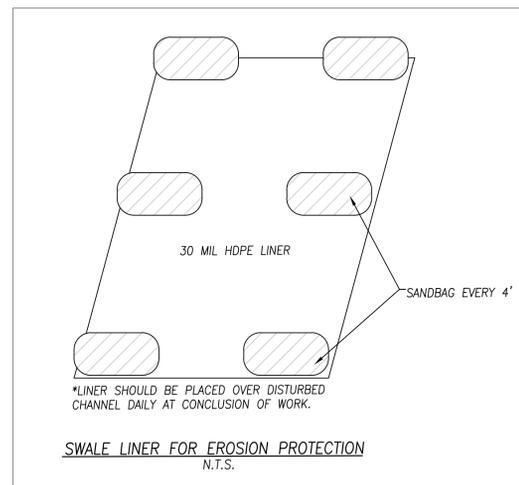
ISSUE: _____ DATE: 03/30/16
SCALE: 1"=5' SHEET 5 OF 8
FILE NO: _____
DRAFTED: DM C-1.04
CHECKED: NW



NOTE: FOR CURB & GUTTER REPLACEMENT/REPAIR, A MINIMUM 2' STRIP OF FULL DEPTH PAVEMENT MUST ALSO BE REPLACED

PAVING SECTION TO BE DETERMINED BY IN FIELD INVESTIGATION, AND APPROVED BY CITY OF COLLEGE PARK

NOTE: IF THE LENGTH BETWEEN THE END OF THE CURB & GUTTER REPLACEMENT AND THE NEAREST JOINT IN THE EXISTING CURB & GUTTER IS LESS THAN 5', REMOVE THE EXISTING CURB AND GUTTER TO THE NEXT JOINT (BEYOND THE NEAREST) AND INSTALL EXPANSION JOINT. IF THE LENGTH BETWEEN THE END OF CURB & GUTTER REPLACEMENT AND THE NEAREST JOINT IN THE EXISTING CURB & GUTTER IS GREATER THAN OR EQUAL TO 5', CUT THE EXISTING CURB AND GUTTER TO A NEAT LINE AND INSTALL EXPANSION JOINT.



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STORM DRAIN DETAILS

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**RHODE ISLAND AVENUE
 STORMWATER RETROFIT**

RHODE ISLAND AVENUE
 COLLEGE PARK, MD 20740
 PRINCE GEORGE'S COUNTY, MARYLAND

ISSUE:	DATE: 03/30/16
SCALE: 1"=5'	SHEET 6 OF 8
FILE NO:	C-1.04A
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DRAINAGE AREA PLAN
SCALE: 1"=100'



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DRAINAGE AREA TABLE

DRAINAGE AREA	TOTAL AREA (acres)	IMP. AREA (acres)	OWNERSHIP	TREATMENT	CN	TOC*
DA #1	6.25	3.54	PUB/PRI	SPSC #1	89	0.1 hr
DA #2	1.35	1.28	PRIVATE	SPSC #1	97	0.1 hr
DA #3	0.36	0.31	PUBLIC	NONE	95	0.1 hr
DA #4	0.11	0.01	PUBLIC	SPSC #1	85	0.1 hr
DA #5	1.82	0.31	PUBLIC	BIOSWALE #1	89	0.1 hr
DA #6	5.90	1.80	PUB/PRI	NONE	88	0.1 hr

*MINIMUM TIME OF CONCENTRATION IS 0.1 HOURS

DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT
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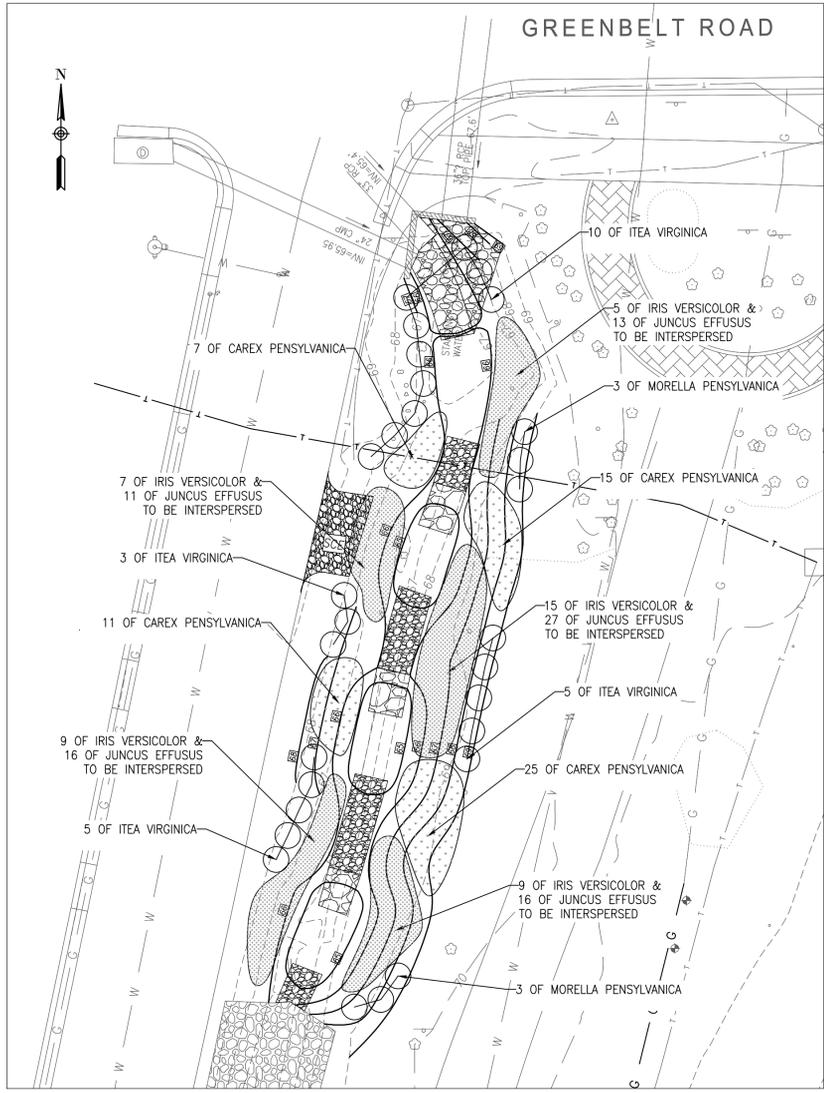
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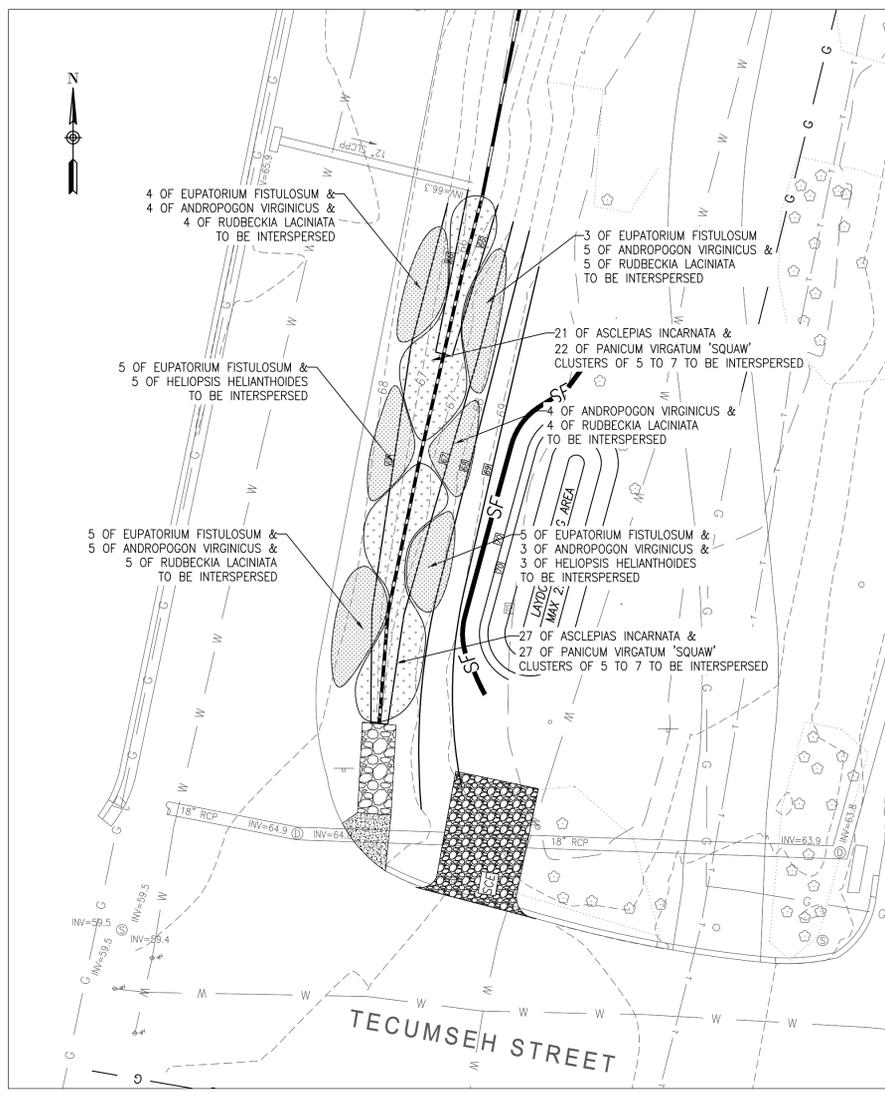
DRAINAGE AREA PLAN
FOR PERMIT ONLY

**RHODE ISLAND AVENUE
STORMWATER RETROFIT**
RHODE ISLAND AVENUE
COLLEGE PARK, MD 20740
PRINCE GEORGE'S COUNTY, MARYLAND

ISSUE:	DATE: 03/30/16
SCALE: 1"=50'	SHEET 7 OF 8
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LANDSCAPE PLAN: STEP POOL
SCALE: 1"=10'



LANDSCAPE PLAN: BIOSWALE
SCALE: 1"=10'

- LEGEND:**
- 70— EX. CONTOUR
 - - - EX. PROPERTY LINE
 - X 49.00 EX. SPOT ELEVATION
 - EX. CANOPY
 - EX. TREE
 - EX. VEGETATION
 - C - EX. GAS LINE
 - W - EX. WATER LINE
 - S - EX. SANITARY SEWER LINE
 - OW - EX. OVERHEAD WIRE
 - EX. POWER POLE
 - EX. TELEPHONE POLE
 - EX. CURB INLET
 - EX. WATER VALVE
 - EX. GAS VALVE
 - EX. SANITARY SEWER
 - EX. FIRE HYDRANT
 - EX. HEADWALL
 - EX. SIGN
 - EX. WOODEN FENCE
 - FbB SOILS TYPE
 - - - PROP. CONTOUR
 - COBBLES
 - CLASS 2 RIPRAP
 - SANDSTONE BOULDERS
 - SHRUB
 - PERENNIAL
 - GRASS

LANDSCAPE SPECIFICATIONS

A. PLANT MATERIALS
THE LANDSCAPE CONTRACTOR SHALL FURNISH AND INSTALL AND/OR DIG, BALL, BURLAP, AND TRANSPLANT ALL OF THE PLANT MATERIALS CALLED FOR ON THE DRAWINGS AND/OR LISTED IN THE PLANT SCHEDULE.

B. PLANT NAMES
PLANT NAMES USED IN THE PLANT SCHEDULE SHALL BE IDENTIFIED IN ACCORDANCE WITH HORTUS THIRD, BY L.H. BAILEY, 1976.

C. PLANT STANDARDS
ALL PLANT MATERIALS SHALL BE EQUAL TO OR BETTER THAN THE REQUIREMENTS OF THE "AMERICAN STANDARD FURNURSERY STOCK," LATEST EDITION, AS PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN (HEREAFTER REFERRED TO AS AAN STANDARDS). ALL PLANTS SHALL BE TYPICAL OF THEIR SPECIES AND VARIETY, SHALL HAVE A NORMAL HABIT OF GROWTH, AND SHALL BE FIRST QUALITY, SOUND, VIGOROUS, WELL-BRANCHED AND WITH HEALTHY WELL-FURNISHED ROOT SYSTEMS. THEY SHALL BE FREE OF DISEASE, INSECT PESTS AND MECHANICAL INJURIES.

(1) ALL PLANTS SHALL BE NURSERY GROWN AND SHALL HAVE BEEN GROWN UNDER THE SAME CLIMATIC CONDITIONS AS THE LOCATION OF THIS PROJECT FOR AT LEAST TWO YEARS BEFORE PLANTING. NEITHER HEELED-IN PLANTS NOR PLANTS FROM COLD STORAGE WILL BE ACCEPTED.

(2) COLLECTED PLANTS OR TRANSPLANTED TREES MAY BE CALLED FOR BY THE LANDSCAPE ARCHITECT AND USED, PROVIDED, HOWEVER, THAT LOCATIONS AND SOIL CONDITIONS WILL PERMIT PROPER BALLING.

D. PLANT MEASUREMENTS

(1) MINIMUM SIZE FOR PLANTING SHRUBS SHALL BE, IN GENERAL, EIGHTEEN TO TWENTY-FOUR (18-24) INCHES IN HEIGHT OR SPREAD, AS APPROPRIATE, EXCEPT THAT A LARGER SIZE MAY BE REQUIRED WHEN DEEMED APPROPRIATE BY THE PLANNING DIRECTOR (OR DESIGNEE) IN THE CASE OF PARTICULAR SPECIES OR PLANTING SITUATIONS.

E. PLANTING METHODS
ALL PROPOSED PLANT MATERIAL THAT MEETS THE SPECIFICATIONS IN SECTION B. ABOVE ARE TO BE PLANTED IN ACCORDANCE WITH THE FOLLOWING PLANTING METHODS DURING THE PROPER SEASONS AS DESCRIBED BELOW.

(1) PLANTING SEASONS
A PROFESSIONAL HORTICULTURALIST/NURSERYMAN SHALL BE CONSULTED TO DETERMINE THE PROPER TIME, BASED ON PLANT SPECIES AND WEATHER CONDITIONS, TO MOVE AND INSTALL PARTICULAR PLANT MATERIAL TO MINIMIZE STRESS TO THE PLANT. PLANTING OF DECIDUOUS MATERIAL MAY BE CONTINUED DURING THE WINTER MONTHS PROVIDED THERE IS NO FROST IN THE GROUND AND FROST-FREE TOP SOIL PLANTING MIXTURES ARE USED.

(2) DIGGING
ALL PLANT MATERIAL SHALL BE DUG, BALLED AND BURLAPPED (B+B) OR BARE ROOT IN ACCORDANCE WITH THE "AAN STANDARDS."

(3) EXCAVATION OF PLANT PITS
THE LANDSCAPE CONTRACTOR SHALL EXCAVATE ALL PLANT PITS, VINE PITS, HEDGE TRENCHES AND SHRUB BEDS AS FOLLOWS:
(A) ALL PITS SHALL BE GENERALLY CIRCULAR IN OUTLINE, WITH BOWL SHAPED SIDES. THE TREE PIT SHALL BE DEEP ENOUGH TO ALLOW ONE-EIGHTH (1/8) OF THE BALL TO BE ABOVE THE EXISTING GRADE. PLANTS SHALL REST ON UNDISTURBED EXISTING SOIL OR WELL COMPACTED BACKFILL. THE TREE PIT MUST BE A MINIMUM OF NINE (9) INCHES LARGER ON EVERY SIDE THAN THE BALL OF THE TREE.
(B) IF AREAS ARE DESIGNATED AS SHRUB BEDS OR HEDGE TRENCHES, THEY SHALL BE CULTIVATED TO AT LEAST EIGHTEEN (18) INCHES IN DEPTH MINIMUM. AREAS DESIGNATED FOR GROUND COVERS AND VINES SHALL BE CULTIVATED TO AT LEAST TWELVE (12) INCHES IN DEPTH MINIMUM.
(4) PLANT PRUNING, EDGING, AND MULCHING
(A) EACH TREE, SHRUB OR VINE SHALL BE PRUNED IN AN APPROPRIATE MANNER TO ITS PARTICULAR REQUIREMENTS, IN ACCORDANCE WITH ACCEPTED STANDARD PRACTICES AS STATED IN ANSI STANDARDS A300 FOR PRUNING. BROKEN OR BRUISED BRANCHES SHALL BE REMOVED WITH CLEAN CUTS MADE ON AN ANGLE FROM THE BARK RIDGE TO THE BRANCH COLLAR, NO FLUSH CUTS, TO MINIMIZE THE AREA CUT. ALL CUTS SHALL BE MADE WITH SHARP TOOLS. TRIM ALL EDGES SMOOTH. NO TREE WOUND DRESSINGS SHALL BE APPLIED.
(B) ALL TRENCHES AND SHRUB BEDS SHALL BE EDGED AND CULTIVATED TO THE LINES SHOWN ON THE DRAWING. THE AREAS AROUND ISOLATED PLANTS SHALL BE EDGED AND CULTIVATED TO THE FULL DIAMETER OF THE PIT. SOD WHICH HAS BEEN REMOVED AND STACKED SHALL BE USED TO TRIM THE EDGES OF ALL EXCAVATED AREAS TO THE NEAT LINES OF THE PLANT PIT SAUCERS, THE EDGES OF SHRUB AREAS, HEDGE TRENCHES AND VINE POCKETS.
(C) AFTER CULTIVATION, ALL PLANT MATERIALS SHALL BE MULCHED WITH A TWO TO THREE (2-3) INCH LAYER OF AGED SINGLE OR DOUBLE SHREDDED HARDWOOD MULCH OR CHIPS OVER THE ENTIRE AREA OF THE BED OR SAUCER. REFER TO THE MARYLAND STORMWATER MANAGEMENT DESIGN MANUAL.

F. SEEDING AND SODDING
ALL SEEDING AND SODDING SHALL BE AS PER 1994 STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL.

G. TOP SOIL
TOP SOIL SHALL BE RETAINED AND/OR PROVIDED ON ALL SITES AND SPREAD OVER ALL UNIMPROVED AREAS.

PLANT LIST				
TYPE	QTY	LATIN NAME	COMMON NAME	SIZE/SPACING
SHRUBS	23	ITEA VIRGINICA	VIRGINIA SWEETSPIRE	3 gal. @ 36" o.c.
	6	MORELLA PENNSYLVANICA	NORTHERN BAYBERRY	3 gal. @ 36" o.c.
PERENNIALS	48	ASCLEPIAS INCARNATA	SWAMP MILKWEED	1 gal. @ 18" o.c.
	22	EUPATORIUM FISTULOSUM	JOE PYE WEED	1 gal. @ 18" o.c.
	8	HELIOPSIS HELIANTHOIDES	OXEYE SUNFLOWER	1 gal. @ 18" o.c.
	45	IRIS VERSICOLOR	VIRGINIA BLUE FLAG	1 gal. @ 18" o.c.
	18	RUDBECKIA LACINIATA	CUTLEAF CONEFLOWER	1 gal. @ 18" o.c.
GRASSES	21	ANDROPOGON VIRGINICUS	BROOMSEDEGE	1 gal. @ 18" o.c.
	58	CAREX PENNSYLVANICA	PENNSYLVANIA SEDGE	1 gal. @ 18" o.c.
	83	JUNCUS EFFUSUS	SOFT RUSH	1 gal. @ 18" o.c.
	49	PANICUM VIRGATUM 'SQUAW'	SWITCHGRASS	1 gal. @ 18" o.c.

BMP & ESD AS-BUILT CERTIFICATION

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE STORMWATER MANAGEMENT FACILITIES (BOTH BMP AND ESD) SHOWN ON THE PLANS ABOVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY PRINCE GEORGE'S COUNTY DEPARTMENT OF PERMITTING, INSPECTION AND ENFORCEMENT.

ENGINEERS NAME HERE _____ DATE: _____
MD. REG. P.E. NO. XXXXX

PROFESSIONAL CERTIFICATION

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

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland.

License No. _____
Expiration Date: _____

DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT
PRINCE GEORGE'S COUNTY, MARYLAND
PEER REVIEW APPROVAL STAMP

"I hereby certify that I have successfully completed participation in DPIE's Peer Review Program. I have reviewed these plans in detail and they are in conformance with DPIE's General Specifications and Standards."

APPROVAL DATE: _____
PEER REVIEWER: _____
COMPANY NAME: _____
PERMIT NUMBER: _____

LOW IMPACT DEVELOPMENT CENTER
5000 Sunnyside Avenue, Suite 100
Beltsville, MD 20705
Tel. (301) 982-5559
Fax. (301) 982-9305
www.lowimpactdevelopment.org



MISS UTILITY NOTE
INFORMATION CONCERNING EXISTING UNDERGROUND UTILITIES WAS OBTAINED FROM AVAILABLE RECORDS. THE CONTRACTOR MUST DETERMINE THE EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES AND UTILITY CROSSINGS BY DIGGING TEST PITS BY HAND, WELL IN ADVANCE OF THE START OF EXCAVATION. CONTACT "MISS UTILITY" AT 1-800-257-7777, 48 HOURS PRIOR TO THE START OF EXCAVATION. IF CLEARANCES ARE LESS THAN SHOWN ON THIS PLAN OR TWELVE (12) INCHES, WHICHEVER IS LESS, CONTACT THE ENGINEER AND THE UTILITY COMPANY BEFORE PROCEEDING WITH CONSTRUCTION. CLEARANCES LESS THAN NOTED MAY REQUIRE REVISIONS TO THIS PLAN.

REV. NO.	DATE	REVISIONS PRIOR TO APPROVAL

LANDSCAPE PLAN
FOR PERMIT ONLY

RHODE ISLAND AVENUE STORMWATER RETROFIT
RHODE ISLAND AVENUE
COLLEGE PARK, MD 20740
PRINCE GEORGE'S COUNTY, MARYLAND

ISSUE:	DATE: 03/30/16
SCALE: 1"=10'	SHEET 8 OF 8
FILE NO:	L-1.01
DRAFTED: SC, DM	
CHECKED: NW	

10

Hollywood
Streetscape
Project



**CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM**

Prepared By: Terry Schum, Planning Director

Meeting Date: August 3, 2016

Presented By: Terry Schum

Proposed Consent Agenda: No

Originating Department: Planning, Community and Economic Development

Issue Before Council: Award of Contract for Design of Hollywood Commercial District Streetscape

Strategic Plan Goal: Goal 3: High Quality Development and Reinvestment

Background/Justification: The Hollywood Commercial District Streetscape Revitalization Final Report was completed in April 2015. It made several recommendations for ways to improve pedestrian and bicycle access, create safer intersections and enhance landscaping and placemaking along Rhode Island Avenue in the commercial area. These recommendations were well received by the community but require additional study and design before they can be implemented. This is proposed to be accomplished through a 2-phase approach. Phase 1 will involve data collection, meetings with Prince George's County Department of Public Works and Transportation and community input to determine the final streetscape elements to be included for 30% design drawings. Phase 2 will prepare 100% design drawings and specifications for construction bidding. The full scope of services is included as Attachment 1.

Staff is recommending the consulting team of Sabra, Wang and Associates, Inc. and Floura Teeter Landscape Architects for this project based on their familiarity and experience with the City. Sabra Wang will be the lead consultant with Floura Teeter serving as a subcontractor to them. The bid prices for Sabra Wang are the same as those in a contract awarded to Sabra Wang by M-NCPPC for on-call transportation planning and engineering services that was competitively bid and whose purchasing policies are comparable to the City's. The bid prices for Floura Teeter are consistent with the prices in a City contract previously awarded to them. Under City Code 69-2(b), this contract is not required to be bid.

Fiscal Impact: Funding for the project is available in the Capital Improvement Program, Project # 103004. A FY 2017 State Bond Bill in the amount of \$150,000 was approved for design and construction.

Council Options:

1. Award the contract to Sabra, Wang and Associates in the amount of \$67,337.25.
2. Award the contract to Sabra, Wang and Associates with an amended scope of services.
3. Request City staff to prepare an RFP for 30% Design Services and advertise the project for bid.
4. Do not award a contract for this project.

Staff Recommendation:

#1

Recommended Motion: I move that Sabra Wang and Associates be awarded a contract for design of the Hollywood Commercial District Streetscape project in the amount of \$67,337.25 and that the City Manager be authorized to sign the contract in a form acceptable to the City Attorney.

Attachments:

1. Scope of Services



Sabra, Wang & Associates, Inc.

ENGINEERS • PLANNERS • ANALYSTS

July 29, 2016

Terry Schum, AICP
Director
Department of Planning, Community & Economic Development
City of College Park
4500 Knox Road
College Park, MD 20740

Re: Hollywood Commercial District Streetscape; 30% design scope

Dear Ms. Schum:

Project Understanding and Needs: The City of College Park desires to redesign a segment of Rhode Island Avenue in order to improve pedestrian, bike and bus facilities; create more usable public space; and to improve the aesthetics of the streetscape to provide a distinct sense of place for the Hollywood Neighborhood. The project limits along Rhode Island Ave are from the Capital Beltway in the north to Muskogee Street in the south. The project limits along Edgewood Road are Narragansett Parkway in the East, and 300' west of Rhode Island Ave in the west. The redesign will occur in two phases: 1) Phase 1, which encompass 30% design drawings and for which this scope entails; and 2) Phase 2, which encompasses 100% construction drawings and specifications for bid. The primary deliverable for this phase of the project is a 30% design drawing set (plans, materials list, design assumptions and notes, and electronic CAD files). Upon completion of 30% design, phase 2 can be priced-out and a complete 100% design bid package can be developed. A planning-level cost estimate will also be developed in phase 1, as well as a very brief technical memorandum highlighting the development process, data and assumptions, and stakeholder feedback. To deliver these designs, Sabra Wang and Associates will be teaming with Floura Teeter, a local experienced landscape architecture firm, who has previously worked for the City of College Park on the development of conceptual design elements for the Hollywood Commercial District streetscaping.



Specific project goals include:

- Improving sidewalk facilities along both sides of Rhode Island Ave.
- Improving cycling facilities.
- Improving bus stop facilities and access.
- Calming traffic on Rhode Island Ave, if needed.
- Evaluating options for improving ingress/egress to Hollywood Shopping Center, if feasible.
- Reclaiming the Rhode Island Ave east-side and west-side service road, between Nantucket Rd and Edgewood Rd, as neighborhood pocket parks/plazas.
- Improving safety and operations at the intersection of Niagara Rd, Rhode Island Ave, and the eastside Rhode Island Ave service road.
- Calm traffic and provide pedestrian crosswalks at the intersection of Edgewood and Narragansett Parkway.

- Design a wellness trail around Hollywood Shopping Center.
- Retaining existing utility poles, curb faces, inlets, and edge-of-pavement as much as practical to minimize construction costs.

Stakeholders

- City of College Park: Department of Planning, Department of Public Works
- Local Residents
- Local Businesses
- Prince Georges County Department of Public Works & Transportation (DPWT)
 - identify key staff within DPWT early and provide them with the project schedule after Notice to Proceed

Scope Tasks

The following tasks are required to accomplish the specific project goals and deliverables.

Task 1: Data Collection

Task 2: Traffic Modeling and Analysis of turn lane removal

Task 3: Crash Analysis

Task 4: Field Review and Base Mapping

Task 5: Fine-tune concepts developed in prior conceptual study into *draft* 30% Design. Prior feedback from Prince Georges DPW&T will be incorporated into revised initial concepts.

- Task 5a: Wellness Circuit 30% Design (to be performed concurrently with Rhode Island Ave 30% design Streetscape).

Task 6: Meeting with City Planning and Engineering to go over draft 30% concept proposals.

Task 7: Meeting with DPWT to review traffic, crash data, and concepts.

Task 8: Concept refinement.

Task 9: Meeting with neighborhood to discuss potential concepts.

Task 10: Finalize preferred streetscape concept.

Task 11: Present Concepts to City Council.

A detailed description of each task follows:

Task 1: Data Collection: We will collect a traffic turn movement count (TMC) at the following locations;

- 7AM to 7PM turn movement count at the intersection of Rhode Island Ave and Edgewood Road
 - The count data will be broken down by pedestrian, bike, passenger vehicle, bus, box truck, 5-axle truck
 - The count data will be broken down into 15 minute intervals
 - Pedestrian data will include delay/crossing times.
- 7AM to 7PM turn movement count at the intersection of Rhode Island Ave service road and the entrance to the Drycleaners and to the strip mall on the northwest and northeast quadrant of Rhode island Ave and Edgewood Road, respectively.
- 7AM to 9AM and 4PM to 7PM turn movement counts at the intersection of Rhode Island Ave and Niagara Road. This count will be a turns-only count and include all turning movements onto and from Rhode Island Ave and its service roads, as well as Niagara Road.

- Count classification will include pedestrians, bikes, and vehicles
- The count data will be broken down into 15 minute intervals
- 7AM to 9AM and 4PM to 7PM Driveway count at Hollywood Shopping Center (both driveways). We will count all entering and exiting vehicles from the shopping center. This TMC will be classified by passenger vehicle, box truck and trailer (50+’) truck.

All TMCs will be conducted on a Tuesday, Wednesday, or Thursday when UMD and PGCPs are in session. Additionally, all TMCs will be recorded video. Additionally, we will conduct a 48-hour “tube count” to determine the average daily traffic, the free flow speed and vehicle class data. This count will be conducted just north of Muskogee Street.

Task 2: Traffic Modeling and analysis of turn lane removal: There are several long turn lanes along Rhode Island Ave from Muskogee to Edgewood, that are absent along all other stretches of Rhode Island Ave. We will use the data collected (e.g. speed data and turn movement data) from task 1 to evaluate their need from a safety and capacity standpoint. If the turn lanes are not needed, this roadway space can then be better utilized for other means, such as buffering or protecting on-road bike lanes. To evaluate the need for turning lanes along this segment, we will create a Synchro traffic model and simulate the impact of lane removal. We will obtain signal timing for the intersection of Rhode Island Ave and Edgewood Road from the County. The primary deliverable from this task is a traffic capacity analysis with and without the turn lanes at the intersections of 1) Rhode Island Ave & Edgewood; and 2) Rhode Island Ave & the entrance to the Hollywood shopping center.

Task 3: Crash Summary: We will obtain crash data from SHA (SHA is the repository for local/county crash data) for the most recently-available 3 year period. We will summarize these data by location and by typology. For high-crash locations, we will determine if the current design is a factor.

Task 4: Field Review and Base Mapping: SWA will perform an investigation of all existing study roadways and intersections, including but not limited to:

- Existing lane widths and configurations;
- Existing traffic controls;
- Posted speed limits;
- Available sight distance;
- Presence of sidewalks, bicycle facilities and bus stops
- Signal phasing and timing plans;
- Locations of utilities, poles, trees, driveways that could impact planned improvements

Civil Highway Design staff at SWA will accompany planners on this field visit to assess the feasibility and complexity of project goals, specifically those related to incorporating new sidewalk, pavement removal and relocation of retaining walls.

Based on the field visit, available GIS information from the County and any survey data available on recent construction drawing plan sets, we will develop base mapping of the existing conditions for the project limits. Base mapping will be developed in Microstation and will be utilized for all of the remaining tasks.

Additionally, we will use information (utilities, topography, ROW, stormwater management systems, etc.) gathered from the field visit, as well as traffic volume data and queuing observations/simulations, to examine the feasibility of opening Nantucket Road through Rhode Island Ave.

Task 5: Develop concept proposals and meet with City Planning and DPW: Based on the field visit, traffic analysis and data collection, as well as the 2015 *Hollywood Commercial District Streetscape Revitalization* study, we will develop sketch-level drawings for options for addressing project needs. The Project team will develop plan view CAD drawings to show proposed new streetscape improvements that include new geometric improvements (e.g. at Niagara), new roadway markings, new lane use, traffic calming, sidewalk, pavement removal, wayfinding signage, landscaping, street tree, street furniture, and new public park/plaza space. We will also provide precedents to illustrate possible themes and materials for community spaces. Optional designs will be developed for consideration at select locations, such as the intersection of Edgewood Rd and Narragansett Pkwy and the intersection of Rhode Island Ave and Niagara Rd.

Task 5a: Wellness Circuit 30% Design: Based on a field visit and initial concepts from the 2015 *Hollywood Commercial District Streetscape Revitalization* study, we will

- Develop baseline map with 2' topo lines
- Layout of trail – including preliminary grading
- Develop precedents and material selections
- Create one plan rendering for presentation at a neighborhood meeting

Task 6: Meet with College Park Planning and DPW: We will review these sketches with City staff for buy-in from a planning and engineering standpoint. We will use this feedback to finalize designs to be presented to DPW&T in task 7.

Task 7: Meeting with DPWT to review traffic, crash data, and concepts: The project team and City staff will meet with County DPWT staff to review proposed concepts in County ROW, with particular attention paid to items that do not meet the County's typical standards or that the County typically does not install (e.g. Ladder style crosswalks or buffered bike lanes). It is recommended that the meeting take place in the field, so that County staff can better visualize the proposed concepts and quickly see how they impact public ROW. The expected outcome of this meeting is:

- Buy-in from the County for select concepts to advance into further design
- Elimination of proposed concepts deemed unacceptable to the County
- Discussion of potential memorandum of understanding (MOU) between City and County for maintenance of any non-standard designs

Task 8: Concept refinement and reduction down to County-approved concepts: Based on feedback from the County, we will refine the number and design of potential concepts to present to the neighborhood. Concepts will be in plan-view and include:

- Existing and Proposed Sidewalks and curb/gutter
- Existing and Proposed retaining walls
- Existing and Proposed Pedestrian crossings/ ADA ramps
- Proposed Gateway features
- Proposed Streetscape improvements
- Proposed Streetscape amenities- benches, pavers, etc.

- Proposed Street trees and streetscape plantings
- Proposed Traffic calming devices
- Existing and Proposed Lighting
- Existing Utilities (light poles, inlets, utility poles, stormwater facilities).
- Existing and Proposed Signing and pavement markings
- Proposed Bus stop Improvements
- Proposed Hardscaping and Plaza/park space
- County and property ROW

In addition, we will group the proposed improvements geographically for the purpose of phasing and will prepare planning-level cost estimates for the each.

Task 9: Neighborhood meeting: the Project team will meet with the Hollywood Neighborhood to review the proposed improvements. The purpose of this meeting is to allow the neighborhood to discuss the various alternatives and to solicit feedback on which elements are preferred. Material presented at the meeting will include a to-scale roll map, typical sections, and accompanying display boards that have landscape renderings to show the details that the plan view cannot. Two renderings are proposed. In a presentation, we will also discuss how traffic data and County feedback shaped the concepts proposed. We will also use this meeting to prioritize elements of the plan in case the final construction cost becomes too burdensome or if the project needs to be phased.

Task 10: Finalize preferred streetscape concept: Based on input from City staff and Residents, we will finalize the proposed concept into formal 30% drawings. This drawing package will include all of the items listed in task 8, at a minimum. While we will not include a specification package, we will identify all materials (pavers, tree types, lighting, signage, etc.) selected by the Project Team, City staff and residents. **The final deliverable** for this task is a set of 30% design CAD files, design assumptions, and a materials list, that will be used in Phase 2 of the project to develop construction drawings and bid documents. The Project Team will also prepare a very brief technical memorandum that discuss the steps take to get to the preferred design, including summary of the traffic data and analysis; results from meetings with the County; and input from residents and businesses. Appendices with traffic data, meeting notes, signed MOUs, and other supporting documentation will be included.

Task 11: Present Concepts to City Council: The project team will present the final 30% plan to the Mayor and City Council, including all the proposed project elements as well as the recommended phasing plan. We will also go over the process and public/County input that led to the final concept.

Exclusions: Survey will be performed or obtained in Phase 2 of this project. The ROW limits have been identified, and a formal survey has been conducted, in a previous roadway improvement construction drawing set: *Rhode Island Ave at Edgewood Rd Intersection Improvements*, dated 9/22/2010 by Wilson T. Ballard Company, for which surveying was conducted. Baseline mapping and ROW will be GIS-based and field-verified; we will utilize the ROW provided in these drawings in combination with a field to visit to establish existing baseline geometry, lane markings, signage, utilities, and property lines.

Schedule: We anticipate that this project will take about 16 weeks from Notice to Proceed, but is subject to coordinating review periods with DPWT and with residents. The table below shows the proposed schedule of tasks.

Table 1: Proposed task timeline for Phase 1

Task	Weeks from Notice to Proceed							
	2	4	6	8	10	12	14	16
Task 1: Data Collection	█	█						
Task 2: Traffic Modeling and Analysis		█						
Task 3: Crash Analysis	█	█						
Task 4: Field Review and CAD Base Map	█	█						
Task 5: Fine-tune Initial streetscape concepts		█	█					
Task 6: Meeting with City Planning and DPW			█	█				
Task 7: Meeting with PG DPWT				█	█			
Task 8: Concept refinement					█	█		
Task 9: Meeting with neighborhood						█		
Task 10: Finalize preferred concept							█	█
Task 11: Present to City Council								█

Fee: We estimate the fee for this project, as scoped, to be \$67,337.25. In the following table, Please see the attached man-hour estimate and cost, broken down by task.

We thank you for the opportunity to work on this exciting project. If you have any further questions, please call me at 443-741-3652.

Sincerely,

SABRA, WANG & ASSOCIATES, INC.

Bryon White, P.E., PTOE
Project Manager





Sabra, Wang & Associates, Inc.

ENGINEERS • PLANNERS • ANALYSTS

Table 2: Hours and fee breakdown, by task, for Phase 1

TASK	Sabra Wang and Associates							Floura Teeter				
	Project Director	Civil Engineer	Design/Traffic Engineer	Engineering Technician	CADD	Traffic Counter	Subtotal	Principal	Senior LA	LA	Designer	Subtotal
Task 1: Data Collection	0	0	1	4	0	60	65	0	0	0	0	0
Task 2: Traffic Modeling and Analysis	1	0	24	0	0	0	25	0	0	0	0	0
Task 3: Crash Analysis	0	0	4	0	0	1	5	0	0	0	0	0
Task 4: Field Review and CAD Base Map	6	6	8	4	48	0	72	0	6	6	6	18
Task 5: Initial development of streetscape concepts	2	4	8	0	60	0	74	2	4	8	60	74
Task 6: Meeting with City Planning and DPW	6	0	6	0	0	0	12	0	8	12	40	60
Task 7: Meeting with PG DPWT	6	0	6	0	24	0	36	0	4	4	0	8
Task 8: Concept refinement	4	4	8	0	24	0	40	2	8	18	68	96
Task 9: Meeting with neighborhood	6	0	6	0	8	0	20	0	6	6	6	18
Task 10: Finalize preferred concept	4	4	8	0	32	0	48	2	2	16	36	56
Task 11: Present to City Council	6	0	6	0	4	0	16	0	4	4	4	12
TOTAL HOURS	41	18	85	8	200	61	413	6	42	74	220	342
Loaded Hourly Rates (\$)	\$ 133.75	\$ 92.50	\$ 77.50	\$ 67.50	\$ 57.00	\$ 42.00		\$ 160.00	\$ 120.00	\$ 100.00	\$ 90.00	
Total Labor Cost (\$)	\$5,483.75	\$ 1,665.00	\$ 6,587.50	\$ 540.00	\$11,400.00	\$ 2,562.00	\$ 28,238.25	\$ 960.00	\$ 5,040.00	\$ 7,400.00	\$ 19,800.00	\$ 33,200.00
Direct costs are built into loaded rate, per contract							\$ -					\$ -
Sub-Total for 30% Rhode Island Ave Streetscape Design												\$ 61,438.25
Task 5a: Wellness Circuit (funded under POS funds)	0	0	2	0	32	0	34	0	8	8	24	40
	\$ 133.75	\$ 92.50	\$ 77.50	\$ 67.50	\$ 57.00	\$ 42.00		\$ 160.00	\$ 120.00	\$ 100.00	\$ 90.00	
	\$ -	\$ -	\$ 155.00	\$ -	\$ 1,824.00	\$ -	\$ 1,979.00	\$ -	\$ 960.00	\$ 800.00	\$ 2,160.00	\$ 3,920.00
Direct costs are built into loaded rate, per contract							\$ -					\$ -
Sub-Total for Wellness Circuit 30% Design												\$ 5,899.00
Grand Total												\$ 67,337.25

11

Banner Policy For Public Buildings



**CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM**

Prepared By:

Meeting Date: August 3, 2016

Presented By:

Proposed Consent Agenda: No

Originating Department: Mayor and Council

Issue Before Council: Whether to develop a policy to evaluate requests to display banners or flags on public buildings

Strategic Plan Goal: Goal 5 – Effective Leadership

Background/Justification:

At the May 17 Worksession, in response to a petition request, Council discussed the issue of raising the Pride Flag at City Hall during the month of June. Discussion ensued about how this and similar requests should be evaluated. The City Clerk surveyed other municipalities to see if they had policies to share. Takoma Park, Annapolis, Ocean City, Richmond, Baltimore and Rockville were contacted – none of them have a policy of this kind and all said they do not allow the display of a special interest flag or banner on public property.

The Maryland Municipal League provided the attached memo in response to this inquiry.

The City Attorney will discuss this issue with Council.

Fiscal Impact:

Council Options:

1. Discussion only
2. Direct Staff to develop a policy
3. Take no action at this time

Staff Recommendation:

N/A

Recommended Motion:

N/A

Attachments:

1. June 4, 2015 memo from Tom Curtin to Scott Hancock at MML

M E M O R A N D U M

To: Scott Hancock, Jim Peck, Paula Chase-Hyman
From: Tom Curtin
Date: June 4, 2015
Re: Legality of Municipal Government Works flag on town hall flag poles

As you know, we received notice from the City of Frederick that based on a request from a PRIDE organization to fly the LGBT PRIDE flag from city hall, as well as caselaw, notably *Sons of Confederate Veterans, Virginia Division (SCV) v. City of Lexington, Virginia*, U.S. Dist. Ct. West. Dist. Virg., (2012)¹, the City would no longer fly the Municipal Government Works (MGW) flag during MGW month in November.

Background and Caselaw

If a flag pole is open to private entities to display their flag, the pole becomes a “designated public forum.” This means that the government entity will have to follow certain rules and not discriminate between and amongst content (i.e. if a PRIDE flag has access, an Aryan Brotherhood flag would have to have access – recently Cecil County rented one of their open meeting rooms to a KKK-affiliated group. While people complained, because the meeting room was held open to private access, it was a “designated public forum” and therefore the county could not discriminate when it comes to who wants to use it).

The court appropriately notes that if a city or town flag pole remains a designated public forum, “private expression might eventually so dominate city flag poles as to swallow whole the flag poles’ actual, official purposes.”

The answer, therefore, to avoid this complication, is to close the pole to public access. In doing so, the government action must pass two tests – first, that the closure is “content-neutral,” meaning that if the pole is closed, it is closed to all. The government must “prohibit the expression of *all* private viewpoints and instead reserve government flag poles for government flags. *No* private entity may attach its flag to the City’s flag poles.”

The second test is whether or not this restriction is reasonable. As stated above, the “come one, come all” approach to opening the flag to private expression would eventually “swallow” the official purposes of the flag pole. The court aptly sums up reasonableness as follows:

¹ <http://www.vawd.uscourts.gov/OPINIONS/WILSON/712CV00013.PDF>

First, allowing a city-owned flag pole to serve as a public forum could suggest the government has placed its imprimatur on private expression. The Constitution does not compel a municipality to provide its citizens a bully pulpit, but rather requires it to refrain from using its own position of authority to infringe free speech. Second, there are highly compelling practical reasons for a city to close its flag poles to private expression. The city that cracks the door to private expression on flag poles practically invites litigation from other groups whose messages it would rather not hoist above the city.

Conclusion and Response to Frederick

Based on this caselaw, the question with regards to the “Municipal Government Works” flag is whether MML is a private entity seeking access to a government flag pole, and/or whether the flag represents “private expression.”

The argument can be made that MML is not a private entity; rather, we are the official and only statewide association of municipal governments in Maryland. All municipalities are members and the League is principally funded by member government dues.

Second, the flag is not “private expression” because it is purchased by the local government and flown on their own volition, in conjunction with an official resolution and many other municipal governments in the state. Essentially, the municipal governments in the state have organized and asked themselves “how can we best showcase and improve our operations as a local government?” The answer is through a Municipal Government Works program, an aspect of which is a display on the town flagpole that they are striving to provide the best services possible to residents.

Flying the MGW flag is not an expression of any outside entity or view and does not suggest support for any political speech or private expression, but rather of the intrinsic duties and operations of the government itself – akin to the POW/MIA flag, which has been adopted by the United States government as a symbol of the nation’s commitment to veterans and those missing in action or prisoners of war.

12

Future
Agenda
items



TO: Mayor, City Council, City Manager and Department Directors
FROM: Janeen S. Miller, City Clerk
DATE: July 26, 2016
RE: Future Agendas

The following items are tentatively placed on future agendas. This list has been prepared by the City Manager and me, and represents the current schedule for items that will appear on future agendas.

TUESDAY, AUGUST 9, 2016 REGULAR MEETING

06-08-16: Presentation of Certificates of Appreciation to College Park Woods Neighborhood Watch leaders

07-12-16: Public Hearing on Ordinance 16-O-06, No Through Truck Traffic

07-13-16: Discussion of joint grant application to National Endowment for the Arts under the Our Town program – Bill Gardiner, Assistant City Manager

07-27-16: Property Use Agreement with Moose Creek re: Transfer of liquor license from OpRock College Park Beverage, LLC, t/a Moose Creek Steak House to Ankur Patel, Managing Member/Authorized Person, Kevin Patel, Authorized Person, Kalpesh Patel, Authorized Person, Piyush Patel, Authorized Person, for a Class BH, Beer, Wine and Liquor License for the use of DC West Beverage, LLC, t/a Holiday Inn/Moose Creek Steakhouse, 10000 Baltimore Avenue, College Park – Suellen Ferguson, City Attorney

07-12-16: Review of proposed amendments to 16-O-07 setting parking permit fees (introduced at the July 12 meeting) – Bob Ryan, Director of Public Services

Closed Session after the Meeting: 1) To discuss a matter related to a negotiating strategy, consider matters related to the acquisition or sale of real property for a public purpose, and consider matters relating for a proposal for a business to locate in the County; 2) To discuss personnel matters

TUESDAY, SEPTEMBER 6, 2016 WORKSESSION

06-07-16: Review of parking situation around early voting and general election voting centers – request of Councilmember Dennis (20)

05-04-16: Discussion of duties of the City's Board of Election Supervisors – should they be organizing debates? – request of Councilmember Nagle (20)

05-18-16: Discussion of FY 2018 Homestead Tax Credit Rate (15) – Leo Thomas, Jr., Deputy Director of Finance

07-28-16: Report on the Old Parish House: 1) Update on the repair project and 2) OPH@200 Celebration – Terry Schum, Director of Planning and Janeen Miller, City Clerk

10-06-14: Discussion of an amendment to the City Code to prohibit the placement of furniture not designed for outdoor use, within or under a permanent accessory structure such as a covered porch or gazebo (Chapter 125-10.N) – Bob Ryan, Director of Public Services (15)

06-01-16: Review and discussion of Sections 184.43-44 Non-resident parking permits – Scott Somers, City Manager (15)

06-07-16: Review of proposed revisions to Chapter 184 regarding the 48-hour prohibited parking rule – Suellen Ferguson, Bob Ryan and Jim Miller (follow up from June 7 W/S) (15)

07-06-16: Report on Hollywood Road extended feasibility study – Terry Schum, Director of Planning (20)

07-05-16: Discussion of community garden and dog park in north College Park (20)

05-04-16: Revisions to resolution establishing the Neighborhood Quality of Life Committee – Councilmembers Stulich and Brennan (15)

Closed Session after the Meeting: 1) To discuss a matter related to a negotiating strategy, consider matters related to the acquisition or sale of real property for a public purpose, and consider matters relating for a proposal for a business to locate in the County;

TUESDAY, SEPTEMBER 13, 2016 REGULAR MEETING

Presentation to winners of Litter Logo Competition – Councilmember Brennan and Janis Oppelt, Chair, CBE

06-10-16: Approval for the City's participation in the Wyland Foundation's 2017 National Mayor's Challenge for Conservation – Mayor Wojahn

04-20-16: Proposed amendments to the Fence Ordinance and discussion about the APC's suggestion that the City provide financial incentives to residents to promote the use of fence materials other than chain link.

Closed Session after the Regular Meeting: 1) To discuss a matter related to a negotiating strategy, consider matters related to the acquisition or sale of real property for a public purpose, and consider matters relating for a proposal for a business to locate in the County; 2) To discuss a personnel matter

TUESDAY, SEPTEMBER 20, 2016 WORKSESSION

06-02-16 Presentation of Seniors Program and Discussion of Aging-In-Place Task Force Report Recommendations – Peggy Higgins, Director of Youth, Family & Senior Services (30)

Detailed Site Plan for LIDL – Terry Schum, Director of Planning (30)

01-20-16: Discussion of transportation issues (request of Councilmember Kujawa) and discussion of the request to provide Commuter Shuttle Bus Service and discussion of transportation needs revealed by the Aging-In-Place Task Force (30)

07-12-16: Discussion with University of Maryland representatives about their full plan of parking reductions and the impact to the City – (request of Councilmember Nagle)

06-14-16: Comprehensive discussion of proposed development and the ability of our infrastructure to support it – request of Councilmember Nagle (30)

05-17-16: Update on Strategic Plan (40)

05-13-16: Discussion of policy/procedure about responding to letters (20)

TUESDAY, SEPTEMBER 27, 2016 REGULAR MEETING

OCTOBER 4, 2016 WORKSESSION

Annual Police Agency Presentations (60)

Presentation and Request for Support from the City – The Tennis Center (request of Mayor Wojahn)

06-22-16: Request to abandon City R-O-W for the portion of Pontiac Street between Patuxent Avenue and Rhode Island Avenue – Terry Schum and Steve Halpern

10-06-15: Discussion about the future of the Neighborhood Watch Steering Committee (20)

07-19-16: How the City handles National Night Out – request of Councilmember Nagle

OCTOBER 11, 2016 REGULAR MEETING

OCTOBER 18, 2016 WORKSESSION

05-04-16: Comprehensive review of City fines – request of Councilmember Brennan (Finance and Public Services)

OCTOBER 25, 2016 REGULAR MEETING

NOVEMBER 1, 2016 WORKSESSION

NOVEMBER 15, 2016 REGULAR MEETING

PENDING AGENDA ITEMS

03-08-12: Trolley Trail negotiations – Suellen Ferguson, City Attorney

01-07-14: Model Public Participation Ordinance and community engagement – Mayor Wojahn

10-06-15: I-495 and Route 1 intersection safety improvements – SHA

10-20-15: Presentation of alternatives for Greenbelt Road at Rhode Island Avenue intersection – Venu Nemani, SHA District Engineer

03-24-15: Review of the City's Emergency Preparedness Plan – Bob Ryan, Director of Public Services

MASTER LIST

03-15-16: Discussion of drainage in the City – request of Councilmember Nagle

04-25-16: Business and development incentives for North College Park – request of Councilmember Kabir

05-04-16: Discussion of a “homeowners’ resources” fund to provide long-term loans to homeowners for home improvements that would be secured by a lien – request of Councilmember Nagle

06-07-16: Report from staff about how we are addressing issues of language barriers with our residents – request of Councilmember Kabir

Business Recycling (from FY '17 budget W/S)

07-06-16: Report on usage-based trash pricing – CBE Workgroup report

07-05-16: Annual presentation from SHA on projects in the City

07-13-16: Comments on Module 2 (Subdivision and Development Regulations) of the County Zoning Rewrite – Terry Schum, Director of Planning

Budget Parking Lot:

FY 2015:

1. Public Services-Admin performance measure #2 (response within 1 business day) (Wojahn): Worksession follow-up (Bob Ryan)

FY 2016:

2. Performance Measures

FY 2017:

3. Amendment of City Code to allow a parking ban for snow removal or street cleaning
4. Subsidy of resident membership in mbike

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Boards and Committees



**CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM**

Prepared By: Janeen Miller

Meeting Date: August 3, 2016

Presented By: Yvette Allen

Proposed Consent Agenda: No

Originating Department: Administration

Issue Before Council: Appointment to the Noise Control Board

Strategic Plan Goal:

Background/Justification:

At the July 12 Regular Meeting, Council reappointed Adele Ellis to the Recreation Board, but that reappointment was supposed to have been to the Noise Control Board.

Fiscal Impact:

N/A

Council Options:

1. At next week's meeting, reappoint Ms. Ellis to the Noise Control Board and rescind the reappointment to the Recreation Board that was made in error

Staff Recommendation:

#1

Recommended Motion:

I move to reappoint Adele Ellis to the Noise Control Board, and to rescind the reappointment to the Recreation Board that was made in error at the July 12 meeting.

Attachments:

N/A

City of College Park
Board and Committee Appointments

Shaded rows indicate a vacancy or reappointment opportunity.
The date following the appointee's name is the initial date of appointment.

Advisory Planning Commission			
Appointee	Represents	Appointed by	Term Expires
Larry Bleau 7/9/02	District 1	Mayor	01/19
Rosemarie Green Colby 04/10/12	District 2	Mayor	04/18
Christopher Gill 09/24/13	District 1	Mayor	09/16
James E. McFadden 2/14/99	District 3	Mayor	04/16
Kate Kennedy 08/11/15	District 1	Mayor	08/18
Javid Farazad 10/27/15	District 4	Mayor	10/18
John Rigg 01/12/16	District 3	Mayor	01/19
City Code Chapter 15 Article IV: The APC shall be composed of 7 members appointed by the Mayor with the approval of Council, shall seek to give priority to the appointment of residents of the City and assure that there shall be representation from each of the City's four Council districts. Vacancies shall be filled by the Mayor with the approval of the Council for the unexpired portion of the term. Terms are three years. The Chairperson is elected by the majority of the Commission. Members are compensated. Liaison: Planning.			

Airport Authority			
Appointee	Resides in	Appointed by	Term Expires
James Garvin 11/9/04	District 3	M&C	10/18
Jack Robson 5/11/04	District 3	M&C	03/17
Anna Sandberg 2/26/85	District 3	M&C	03/19
Gabriel Iriarte 1/10/06	District 3	M&C	04/16
Christopher Dullnig 6/12/07	District 2	M&C	01/17
David Kolesar 04/28/15	District 1	M&C	04/18
Dave Dorsch 08/11/15	District 3	M&C	08/18
City Code Chapter 11 Article II: 7 members, must be residents and qualified voters of the City, appointed by Mayor and City Council, for three-year terms. Vacancies shall be filled by M&C for an unexpired portion of a term. Authority shall elect Chairperson from membership. Not a compensated committee. Liaison: City Clerk's Office.			

Animal Welfare Committee			
Appointee	Resides in	Appointed by	Term Expires
Lois Donaty 07/14/15	District 2	M&C	07/18
Dave Turley 3/23/10	District 1	M&C	04/19
Patti Stange 6/8/10	Non resident	M&C	02/17
Taimi Anderson 6/8/10	Non resident	M&C	02/18
Suzie Bellamy 9/28/10	District 4	M&C	04/17
Nick Brennan 05/26/15	District 2	M&C	05/18
Kathy Rodeffer 11/24/15	Non resident	M&C	11/18
Christiane Williams 03/22/16	District 1	M&C	03/19
Resolution 15-R-26, 10-R-20: Up to fifteen members appointed by the Mayor and Council for three-year terms. Not a compensated committee. Liaison: Public Services.			

Board of Election Supervisors			
Appointee	Represents	Appointed by	Term Expires
John Robson (Chief) 5/24/94	Mayoral appt	M&C	03/17
Terry Wertz 2/11/97	District 1	M&C	03/17
Mary Katherine Theis 02/24/15	District 2	M&C	03/17
VACANT	District 3	M&C	03/17
Maria Mackie 08/12/14	District 4	M&C	03/17
<p>City Charter C4-3: The Mayor and Council shall, not later than the first regular meeting in March of each year in which there is a general election, appoint and fix the compensation for five qualified voters as Supervisors of Elections, one of whom shall be appointed from the qualified voters of each of the four election districts and one of whom shall be appointed by the Mayor with the consent of the Council. The Mayor and Council shall designate one of the five Supervisors of Elections as the Chief of Elections. This is a compensated committee; compensation is based on a fiscal year. Per Council action (item 11-G-66) effective in March, 2013: In an election year all of the Board receives compensation. In a non-election year only the Chief Election Supervisor will be compensated. Liaison: City Clerk's office.</p>			

Cable Television Commission			
Appointee	Resides in	Appointed by	Term Expires
Jane Hopkins 06/14/11	District 1	Mayor	09/17
VACANT		Mayor	
James Sauer 9/9/08	District 3	Mayor	10/16
VACANT		Mayor	
Normand Bernache 09/23/14	District 4	Mayor	09/17
<p>City Code Chapter 15 Article III: Composed of four Commissioners plus a voting Chairperson, appointed by the Mayor with the approval of the Council, three year terms. This is a compensated committee. Liaison: City Manager's Office.</p>			

College Park City-University Partnership			
Appointee	Represents	Appointed by	Term Expires
Carlo Colella	Class A Director	UMD President	06/30/18
Edward Maginnis	Class A Director	UMD President	06/30/18
Michael King	Class A Director	UMD President	06/30/16
Brian Darmody	Class A Director	UMD President	06/30/17
Patrick L. Wojahn (01/12/16)	Class B Director	M&C	06/30/17
Maxine Gross	Class B Director	M&C	06/30/18
Senator James Rosapepe	Class B Director	M&C	06/30/19
Stephen Brayman	Class B Director	M&C	06/30/17
David Iannucci (07/15/14)	Class C Director	City and University	06/30/17
Dr. Richard Wagner	Class C Director	City and University	06/30/19
<p>The CPCUP is a 501(c)(3) corporation whose mission is to promote and support commercial revitalization, economic development and quality housing opportunities consistent with the interests of the City of College Park and the University of Maryland. The CPCUP is not a City committee but the City makes appointments to the Partnership. Class B Directors are appointed by the Mayor and City Council; Class C Directors are jointly appointed by the Mayor and City Council and the President of the University of Maryland.</p>			

Citizens Corps Council			
Appointee	Represents	Appointed by	Term Expires
Spiro Dimakas		M&C	10/17
Yonaton Kobrias 10/14/14		M&C	10/17
VACANT	Neighborhood Watch	M&C	
Dan Blasberg 3/27/12		M&C	03/18
David L. Milligan (Chair) 12/11/07		M&C	02/17
Marilyn Morin 04/12/16		M&C	04/19
<p>Resolution 05-R-15. Membership shall be composed as follows: A Citizen Corps Coordinator for each neighborhood shall be nominated and appointed by the Mayor and Council and serve as a potential member of the CPCCC for the term of their respective office in the neighborhood group. Mayor and Council shall nominate and appoint 5 to 7 residents to serve as community coordinators and to serve on the CPCCC. At least one member of the CPCCC shall be the Neighborhood Watch Coordinator, and at least one member shall represent each of the other Citizen Corps programs such as CERT, Fire Corps, Volunteers In Police Service, etc. Each member of the CPCCC shall serve for a term of 3 years, and may be reappointed for an unlimited number of terms. The Mayor, with the approval of the City Council, shall appoint the Chair and Co-Chair of the CPCCC from among the members of the committee. The Director of Public Services shall serve as an ex officio member. Not a compensated committee. Liaison: Public Services.</p>			

Committee For A Better Environment			
Appointee	Resides in	Appointed by	Term Expires
Janis Oppelt 8/8/06	District 1	M&C	01/19
Suchitra Balachandran 10/9/07	District 4	M&C	01/17
Donna Weene 9/8/09	District 1	M&C	01/19
Kennis Termini 01/14/14	District 1	M&C	01/17
Matt Dernoga 12/09/14	District 1	M&C	12/17
Karen Garvin 04/28/15	District 1	M&C	04/18
Susan Keller 05/26/15	District 1	M&C	05/18
Alan Hew 01/12/16	District 4	M&C	01/19
Daniel Walfield 02/23/16	District 1	M&C	02/19
Todd Larsen 03/22/16	District 2	M&C	03/19
Melissa Avery 04/12/16	District 4	M&C	04/19
<p>City Code Chapter 15 Article VIII: No more than 25 members, appointed by the Mayor and Council, three year terms, members shall elect the chair. Not a compensated committee. Liaison: Planning.</p>			

Education Advisory Committee			
Appointee	Represents	Appointed by	Term Expires
Charlene Mahoney 12/11/12	District 2	M&C	02/17
Alethea Ten Eyck-Sanders 11/10/15	District 3	M&C	11/17
Melissa Day 9/15/10	District 3	M&C	03/17
Carolyn Bernache 2/9/10	District 4	M&C	12/16
Doris Ellis 9/28/10	District 4	M&C	12/16
VACANT			
Peggy Wilson 6/8/10	UMCP	UMCP	05/16
Dawn Powers 1/26/16	District 2	M&C	01/18
David Toledo 04/25/16	District 1	M&C	04/18
Resolutions 15-R-25, 97-R-17, 99-R-4 and 10-R-13: At least 9 members who shall be appointed by the Mayor and Council: at least two from each Council District and one nominated by the University of Maryland. Two year terms. The Committee shall appoint the Chair and Vice-Chair of the Committee from among the members of the Committee. Not a compensated committee. Liaison: Youth and Family Services.			

Ethics Commission			
Appointee	Represents	Appointed by	Term Expires
Nora Eidelman 11/24/15	District 1	Mayor	11/17
Joe Theis 05/12/15	District 2	Mayor	05/17
James Sauer 12/09/14	District 3	Mayor	12/16
Gail Kushner 09/13/11	District 4	Mayor	01/18
Robert Thurston 9/13/05	At Large	Mayor	03/18
Alan C. Bradford 1/23/96	At-Large	Mayor	11/17
Frank Rose 05/08/12	At-Large	Mayor	03/18
City Code Chapter 38 Article II: Composed of seven members appointed by the Mayor and approved by the Council. Of the seven members, one shall be appointed from each of the City's four election districts and three from the City at large. 2 year terms. Commission members shall elect one member as Chair for a renewable one-year term. Commission members sign an Oath of Office. Not a compensated committee. Liaison: City Clerk's office.			

Housing Authority of the City of College Park			
Bob Catlin 05/13/14		Mayor	05/01/19
Betty Rodenhausen 04/09/13		Mayor	05/01/18
John Moore 9/10/96		Mayor	05/01/19
Thelma Lomax 7/10/90		Mayor	05/01/20
Carl Patterson 12/11/12	Attick Towers resident	Mayor	05/01/16
The College Park Housing Authority was established in City Code Chapter 11 Article I, but it operates independently under Article 44A Title I of the Annotated Code of Maryland. The Housing Authority administers low income housing at Attick Towers. The Mayor appoints five commissioners to the Authority; each serves a five year term; appointments expire May 1. Mayor administers oath of office. One member is a resident of Attick Towers. The Authority selects a chairman from among its commissioners. The Housing Authority is funded through HUD and rent collection, administers their own budget, and has their own employees. The City supplements some of their services.			

Dr. Martin Luther King, Jr. Tribute Committee			
Appointee	Represents	Appointed by	Term Expires
		M&C	

Between five and nine members, appointed by the Mayor and Council for three-year terms. The Committee shall appoint the Chair and Vice-Chair from among their membership annually. A quorum will consist of a majority of the appointed members. The Committee may work with partners such as the University of Maryland, the Maryland National Capital Park and Planning Commission, local schools and faith communities, and others as appropriate, in planning the event.

Neighborhood Quality of Life Committee			
Name:	Represents:	Appointed By:	Term Ends:
Mayor and City Council of the City of College Park			Term in office
Chief David Mitchell	UMD DPS (UMD Police)	University	02/16
Dr. Andrea Goodwin	UMD Administration – Rep 1	University	02/16
Marsha Guenzler-Stevens (Stamp Student Union)	UMD Administration – Rep 2	University	04/16
Matthew Supple (Fraternity-Sorority Life)	UMD Administration – Rep 3	University	04/16
Gloria Aparicio- Blackwell (Office of Community Engagement)	UMD Administration – Rep 4	University	04/16
Karyn Keating-Volke	City Resident 1	City Council	02/17
Aaron Springer	City Resident 2	City Council	10/17
Bonnie McClellan	City Resident 3	City Council	04/16
Denise Mitchell 02/23/16	City Resident 4	City Council	02/18
Bob Schnabel	City Resident 5	City Council	08/17
Ryan Belcher	City Resident 6	City Council	09/17
Cole Holocker	UMD Student 1	City Council	11/16
Adler Pruitt	UMD Student 2	City Council	09/17
VACANT	UMD Student 3	City Council	
Ian Henderson 02/23/16	UMD Student 4	IFC	02/18
VACANT	UMD Student 5	Nat'l Pan-Hell. Council, Inc. / United Greek Council	
Drew Hogg	Graduate Student	GSG Representative	09/17
VACANT	Student Co-Operative Housing	City Council	

Maj. Bill Alexander	PG County Police Dept.	PG County Police	
Bob Ryan	Director of Public Services	City Council	10/15
Jeannie Ripley	Manager of Code Enforcement	City Council	
Lisa Miller	Rental Property Owner	City Council	05/18
Richard Biffel	Rental Property Owner	City Council	02/16
Paul Carlson	Rental Property Owner	City Council	05/18
Established by Resolution 13-R-20 adopted September 24, 2013 to replace the Neighborhood Stabilization and Quality of Life Workgroup. Amended October 8, 2013 (13-R-20.Amended). Amended February 11, 2014 (14-R-03). Amended July 15, 2014 to change the name (14-R-23). City Liaison: City Manager's Office. Two year terms. Main Committee to meet four times per year. This is not a compensated committee.			

Neighborhood Watch Steering Committee			
	Resident of:	Appointed By:	Term Expires:
Robert Boone 04/12/11	District 1	M&C	03/17
Aaron Springer 02/14/12	District 3	M&C	05/16
Nick Brennan 04/22/14	District 2	M&C	04/16
Created on April 12, 2011 by Resolution 11-R-06 as a three-person Steering Committee whose members shall be residents. Coordinators of individual NW programs in the City shall be ex-officio members. Terms are for two years. Annually, the members of the Steering Committee shall appoint a Chairperson to serve for a one-year term. Meetings shall be held on a quarterly basis. This Resolution dissolved the Neighborhood Watch Coordinators Committee that was established by 97-R-15. This is not a compensated committee. Liaison: Public Services.			

Noise Control Board			
Appointee	Represents	Appointed by	Term Expires
Mark Shroder 11/23/10	District 1	Council, for District 1	01/19
Harry Pitt, Jr. 9/26/95	District 2	Council, for District 2	04/20
Alan Stillwell 6/10/97	District 3	Council, for District 3	09/16
Suzie Bellamy	District 4	Council, for District 4	12/16
Adele Ellis 04/24/12	Mayoral Appt	Mayor	04/16
Bobbie P. Solomon 3/14/95	Alternate	Council - At large	05/18
Larry Wenzel 3/9/99	Alternate	Council - At large	02/18
City Code Chapter 138-3: The Noise Control Board shall consist of five members, four of whom shall be appointed by the Council members, one from each of the four election districts, and one of whom shall be appointed by the Mayor. In addition, there shall be two alternate members appointed at large by the City Council. The members of the Noise Control Board shall select from among themselves a Chairperson. Four year terms. This is a compensated committee. Liaison: Public Services.			

Recreation Board			
Appointee	Lives In	Appointed by	Term Expires
Eric Grims 08/12/14	District 1	M&C	08/17
Sarah Araghi 7/14/09	District 1	M&C	10/18

Alan C. Bradford 1/23/96	District 1	M&C	02/17
Adele Ellis 9/13/88	District 3	M&C	02/17
Barbara Pianowski 3/23/10	District 4	M&C	05/17
Judith Oarr 05/14/13	District 4	M&C	05/19
Bettina McCloud 1/11/11	District 1	M&C	02/17
David Toledo 04/25/16	District 1	M&C	04/19
Stuart Adams 05/24/16	District 3	M&C	05/19
VACANT		M&C	

City Code Chapter 15 Article II: Effective 2/2/16: 10 members appointed by the Mayor and Council for three-year terms with a goal of representation from each district. The Chairperson will be chosen from among and by the district appointees. Not a compensated committee. Additional participants include the University of Maryland liaison and the M-NCPPC liaison. Liaison: Public Services.

Tree and Landscape Board			
Member	Represents	Appointed by	Term Expires
Christine O'Brien 08/11/15	Citizen	M&C	08/17
John Krouse	Citizen	M&C	10/16
Eric Hoffman 08/11/15	Citizen	M&C	08/17
VACANT	Citizen	M&C	
Joseph M. Smith 09/23/14	Citizen	M&C	09/16
Janis Oppelt	CBE Chair Liaison		
John Lea-Cox 1/13/98	City Forester	M&C	04/17
Steve Beavers	Planning Director		
Brenda Alexander	Public Works Director		

City Code Chapter 179-5: The Board shall have 9 voting members: 5 residents appointed by M&C, the CBE Chair or designee, the City Forester or designee, the Planning Director or designee and the Public Works Director or designee. Two year terms. Members choose their own officers. Not a compensated committee. Liaison: City Clerk's office.

Veterans Memorial Committee			
Appointee	Represents	Appointed by	Term Expires
Deloris Cass 11/7/01		M&C	12/15
Joseph Ruth 11/7/01	VFW	M&C	01/19
Blaine Davis 10/28/03	American Legion	M&C	01/19
Rita Zito 11/7/01		M&C	12/18
Doris Davis 10/28/03		M&C	01/19
Arthur Eaton		M&C	11/16
Seth Gomoljak 11/6/14		M&C	11/17
VACANT			

Resolution 15-R-27, 01-G-57: Board comprised of 9 to 13 members including at least one member from American Legion College Park Post 217 and one member from Veterans of Foreign Wars Phillips-Kleiner Post 5627. Appointed by Mayor and Council. Three year terms. Chair shall be elected each year by the members of the Committee. Not a compensated committee. Liaison: Public Works.