

TUESDAY, MAY 21, 2013
WORKSESSION
(COUNCIL CHAMBERS)

7:30 P.M.

COLLEGE PARK MISSION STATEMENT

The City of College Park encourages broad community involvement and collaboration, and is committed to enhancing the quality of life for everyone who lives, raises a family, visits, works, and learns in the City; and operating a government that delivers excellent services, is open and responsive to the needs of the community, and balances the interests of all residents and visitors.

CITY MANAGER'S REPORT

PROPOSED ITEMS TO GO DIRECTLY TO AGENDA

PROPOSED CONSENT AGENDA ITEMS

1. Resolution Of The Mayor And Council Of The City Of College Park, Maryland Adopting The Recommendation Of The Advisory Planning Commission Regarding Variance Application Number CPV-2013-02, 3533 Marlborough Way, College Park, Maryland, Recommending Approval Of A Variance To Expand A Driveway In The Front Yard By Adding 10 Feet In Width And 12 Feet In Length And Recommending Approval With Conditions Of An Appeal To Extend A Retaining Wall By 10 Feet In The Front Yard In Conjunction With An Expanded Driveway (***Appeal Period Ends May 29, 2013***)

WORKSESSION DISCUSSION ITEMS

2. "Plan Prince George's" General Plan 2035 Briefing – Kierre McCune, M-NCPPC Planner Coordinator and Kip Reynolds, M-NCPPC Project Facilitator
3. Discussion with SHA re: signal synchronization on US 1 and signal operations at US 1 and Cherry Hill Road – Venu Nemani, SHA Office of Traffic and Safety
4. ICBN (Inter-County Broadband Network) Connection to Public Works – Suellen Ferguson, City Attorney
5. Update on Website Redesign – Chantal Cotton, Assistant to the City Manager and Steve Groh, Director of Finance
6. Final Budget Discussion prior to adoption next week – Steve Groh, Director of Finance

7. Introduction of An Ordinance Of The Mayor And Council Of The City Of College Park, Maryland, To Approve The Sale In Fee Simple Of 592 Square Feet Of Property Located In The Osage Street Right Of Way To Crown Real Properties, L.C. (Formerly Resolution 13-R-07) – Suellen Ferguson, City Attorney
8. Preliminary discussion of legislative priorities prior to MML's LAR deadline of July 12 – Chantal Cotton, Assistant to the City Manager
9. Discussion of an ordinance to prohibit parking on the Trolley Trail – Suellen Ferguson, City Attorney
10. Discussion of Rent Stabilization Ordinance (for Introduction next week) – Suellen Ferguson, City Attorney
11. Appointments to Boards and Committees

COUNCIL COMMENTS

This agenda is subject to change. For current information, please contact the City Clerk. In accordance with the Americans With Disabilities Act, if you need special assistance, you may contact the City Clerk's Office at 240-487-3501 and describe the assistance that is necessary.

1

APC

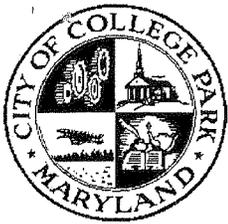
Resolution:

3533

Marlbrough

Way

(Appeal period ends May 29, 2013)



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-2013-02 Name: Richard Kager**

Address: 3533 Marlborough Way, 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:

May 2, 2013

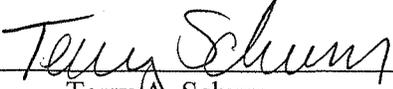
Public Hearing Date

CERTIFICATE OF SERVICE

This is to certify that on **May 14, 2013**, 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.


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 CPV-2013-02 3533 Marlborough Way, 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 expand a driveway in the front yard by adding 10 feet in width and 12 feet in length and recommending approval with conditions of an Appeal from the City of College Park Code, Section 87-23(B) Fences to extend a retaining wall by 10 feet in the front yard in conjunction with an expanded driveway.

WHEREAS, The City of College Park, Maryland (hereinafter the "City") has, pursuant to Ordinance Number 95-O-6 (hereinafter, the "Ordinance"), established a Revitalization Overlay District in accordance with Section 27-916 of the Prince George's County Zoning Ordinance (hereinafter, "Zoning Ordinance"); and pursuant to §15-19 of the Code of the City of College Park (the "City Code") the Advisory Planning Commission ("APC") is authorized to hear appeals of the provisions of Chapter 87, Building Construction, of the City Code; and

WHEREAS, the Advisory Planning Commission (hereinafter, "APC") is authorized by the Ordinance 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) and to make recommendations to the City Council in connection therewith; and the City has, pursuant to Ordinance Number 07-O-14 amended Section 87-23 "Fences" (hereinafter, the "Fence Ordinance"), and established certain restrictions on the construction and reconstruction of fences on residential properties, including a prohibition on front yard fences; and

WHEREAS, the City is authorized by the Ordinance 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 City is authorized by the Fence Ordinance to grant an appeal where, by reason of extraordinary situation or condition, the strict application of the Fence Ordinance would result in peculiar and unusual practical difficulty to 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 Fence Ordinance; and where, if applicable, the variance is consistent with the Design Guidelines adopted for the Historic District; the variance will not adversely affect the public health, safety, welfare, or comfort, the fence for which a variance is requested incorporates openness and visibility as much as is practicable, provided that the fence shall not be constructed of chain link unless the material is consistent with the surrounding neighborhood; and the fence construction, including setbacks, is characteristic of and consistent with the surrounding neighborhood; and in neighborhoods where chain link is a characteristic material, alternate materials incorporating openness and visibility, may be permitted and

WHEREAS, Section 27-120.01 (c) of the Prince George's County Zoning Ordinance 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, Section 87-23 (B) of the City of College Park Code states that fences shall not be constructed or reconstructed in the front yard and 87-23(E) states that retaining walls built to retain or support the lateral pressure of earth or water or other superimposed load and otherwise designed and constructed of appropriate materials within allowable stresses and in conformance with acceptable engineering practices may be constructed where necessary in the front, side or rear yard, but shall not extend more than one foot above finished grade, and that dimensions, placement and materials for new retaining walls in locations otherwise requiring a variance shall be determined by the Advisory Planning Commission; and

WHEREAS, on May 2, 2013, Richard Kager (the "Applicant"), submitted an application for a variance from Section 27-120.01(c) to permit construction of a 10 feet x 17 feet driveway expansion in front of the house; and for an appeal from the City of College Park Code, Section 87-23 Fences to extend a retaining wall in the front yard in conjunction with the expanded driveway at the premises known as 3533 Marlborough Way, College Park, Maryland ("the Property"); and

WHEREAS, on May 2, 2013, the APC conducted a hearing on the merits of the variance and appeal, at which the APC heard testimony and accepted evidence including the staff report and exhibits 1-8 with respect to whether the subject application meets the standards for granting an appeal set forth in the Fence Ordinance and for a variance from Section 27-120.01 (c) to permit construction of a 10 foot x 17 foot driveway and expanded retaining wall in front of the house.

NOW, THEREFORE, BE IT RESOLVED by a 4-1-0 vote of the Advisory Planning Commission of the City of College Park, with the following members present and voting Mary Cook, Rose Colby, James McFadden, and Clay Gump, with Lawrence Bleau voting nay; that

Section 1

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

- 1.1 The property is located at 3533 Marlborough Way in the College Park Woods community in the northwestern portion of the City. The neighborhood was developed in the 1960's with single family detached homes on curvilinear streets. The community is surrounded by open space including the Beltsville Agricultural Research Center.
- 1.2 The property is zoned R-55, single-family detached residential and also abuts the R-O-S zone to the northeast.
- 1.3 The property is a slightly irregular in shape and has an area of .19 acres. Constructed in 1963, the 2,125 square foot, two-story brick and siding single-family house has a storage shed, and concrete driveway accessed via the street.
- 1.4 The existing driveway is paved with concrete to a width of 10 feet and length of 17 feet, accommodating 1 vehicle. The property has steep slopes, stone retaining walls on three sides of the existing driveway, and a concrete stairway to the house.
- 1.5 The retaining wall on the property is of the same type and position of retaining walls in the surrounding neighborhood.

- 1.6 The applicant testified that he is disabled and uses a power wheelchair and special van with an automatic lift that requires a minimum clearance of 8 feet. The purpose of the variance to expand the size of the driveway in the front yard is to ensure adequate space for him to exit and enter his vehicle parked in the driveway. In order for the ramp to be extended properly it needs to rest at the same grade as the wheels of the vehicle. This precludes the use of the ramp at the curb.
- 1.7 The applicant further presented testimony regarding the curved walkway that must be constructed from the driveway to the rear of the dwelling at a grade which will allow the wheelchair to maneuver the walkway. To do so the walkway must connect at ground level to the driveway.
- 1.8 Department of Justice, 2010 ADA Standards for Accessible Design: Titles II & III-149., Chapter 5, General Site and Building Elements indicates that a typical handicapped parking space for a van has a total width of 16 feet.

Section 2A

The APC makes the following conclusions of law with regard to CPV-2013-02, for a Variance from Section 27-120.01(c) of the Prince George's County Zoning Ordinance, "Front Yards of Dwellings," to expand a driveway in the front yard to a width of twenty (20) feet and length of seventeen (17) feet.

2.A.1. The property has an exceptional topographic condition with steep slopes on three sides of the eastern end of the existing driveway which will require a curved walkway accessible from the driveway to the rear of the property at grade sufficient to allow the wheel chair to maneuver. There is also an extraordinary situation in that the applicant is disabled and uses a power wheelchair and special van with an automatic lift that has clearance requirements for its operation including for the ramp extending from his van.

2.A.2 The strict application of the county Zoning Ordinance will result in practical difficulties for the applicant by not allowing him to make improvements required for the use of his specially-equipped van and power wheelchair. This will also be a hardship on the applicant by denying him independent access to his home.

2.A.3. Granting the variance will not impair the intent, purpose or integrity of any applicable County General Plan or County Master Plan. The Fair Housing Act mandates “reasonable accommodations” to allow persons with disabilities an equal opportunity to use their dwelling.

Section 2B The APC makes the following conclusions of law with regard to CPV-2013-02, for an appeal from the City of College Park Code, Section 87-23. Fences to extend a retaining wall in the front yard in conjunction with an expanded driveway.

2.B.1. Extending the existing retaining wall is needed to prevent soil erosion and degradation of the driveway and is thus necessary pursuant to Section 87-23 (E) of the City of College Park Code.

2.B.2 There is an extraordinary situation or condition that supports the grant of the appeal because of the exceptional topographic conditions including steep slopes on three sides of the existing driveway.

2.B.3. Denial of the appeal would result in a peculiar and unusual practical difficulty to or an exceptional or undue hardship on the owner. Without the retaining wall, the Applicant is not able to expand the driveway to a width that will meet ADA standards for a side loading van with wheel chair access

2.B.4. Granting the variance will not impair the intent, purpose or integrity of the Fence Ordinance. The retaining wall will not extend more than one foot above finished grade, meeting the requirements of the City of College Park Code and is necessary.

2.B.5. The property is not located in any Historic District.

2.B.6. The variance will not adversely affect the public health, safety, welfare or comfort. The expansion of the retaining walls to support the earth surrounding the driveway will allow adequate wheelchair access. The retaining wall will not prevent access to residences by emergency vehicles.

2.B.7. The criteria requiring openness and visibility as much as practicable does not apply because the proposed retaining wall is necessary for retaining a portion of the Applicant’s yard to accommodate the expanded driveway.

2.B.8. The retaining wall is characteristic of both the type and positioning of retaining walls among adjacent properties.

Section 3

Based on the evidence and testimony presented, and the findings of fact and conclusions of law set forth hereinabove in Sections 1 and 2A, the APC recommends that a variance of the parking area requirements prohibiting driveways in the front yard be granted to allow the Applicant to construct a 10 foot by 12 foot driveway expansion with the condition that the existing apron of the driveway remain as-is and no additional driveway apron be added.

Based on the evidence and testimony presented, and the findings of fact and conclusions of law set forth hereinabove in Sections 1 and 2B, the APC recommends granting the appeal to allow a 10 foot expansion of an existing retaining wall in the front yard in conjunction with the widening of the existing driveway and subject to the retaining wall being constructed of similar gray stone materials and at the same height as the existing retaining wall.

So recommended this 2nd day of May, 2013
The Advisory Planning Commission of the
City of College Park



Mary C. Cook, Chair

Dated: 5-2-13

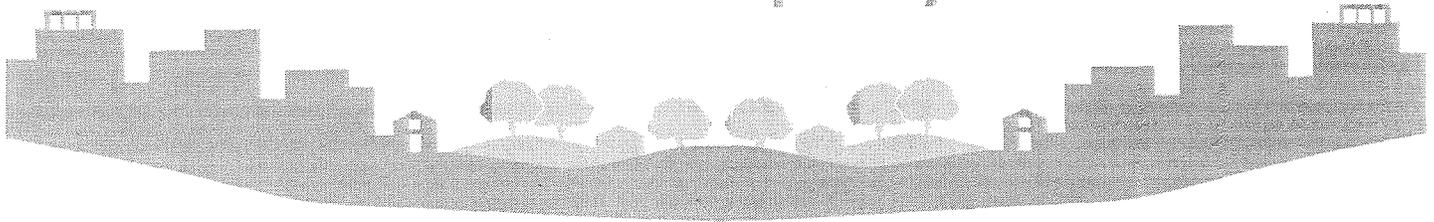
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Plan Prince
George's
General
Plan 2035

PLAN 2035

PRINCE GEORGE'S

Frequently Asked Questions



WHAT IS A "GENERAL PLAN?"

A general plan is a document used by a community to establish broad policies and strategies on important land use, economic development, infrastructure, transportation, environmental, and other quality of life priorities. It does not change land use designations or zoning on individual properties; it is a "blueprint" to help the community achieve its long-term vision by guiding future growth, development, and public investments.

HOW IS PLAN PRINCE GEORGE'S 2035 RELATED TO THE GENERAL PLAN?

Plan Prince George's 2035 is an update of the 2002 *Prince George's County Approved General Plan*, and, when approved, will replace the 2002 plan. Plan Prince George's 2035 will assess existing conditions and trends to develop a vision for the county that reflects the values and needs of its residents and stakeholders.

WHAT IS AN "UPDATE" OR REFINEMENT? WHY NOT REVISE THE WHOLE PLAN?

Over the past ten years, the Prince George's County Planning Department has conducted hundreds of community meetings and workshops to engage residents and stakeholders in order to reach a consensus on values, wants, and needs. The last 2002 General Plan established a number of priorities and elements that remain consistent with the county's current aspirations and values. As such, Plan Prince George's 2035 will focus on refining, or enhancing, elements of the plan that have experienced the most change during the last ten years.

WHY 2035?

The nature of planning is to provide guidance to decision makers for the present and anticipated future environment. Because a general plan helps to establish policies to implement the county's long-term vision, the year 2035—close to 20 years from the current day—is an appropriate timeframe in which to measure the plan's success. Although this is into the future, the plan is very relevant for today; as priorities and choices made in the present will greatly impact the future outcome and advances of the county. Implementation takes many forms and sometimes it takes several years to see the results of new legislation and policy.

WHO IS LEADING DEVELOPMENT OF THE PLAN?

The Prince George's County Planning Department of The Maryland-National Capital Park and Planning Commission (M-NCPPC) is leading development of Plan Prince George's 2035. It will work closely with the community, elected and appointed officials, and various county agencies.

WHAT KIND OF INPUT WILL THE COMMUNITY AND OTHER STAKEHOLDERS HAVE IN THE PLAN UPDATE?

A general plan is based upon the ideals, values, and priorities of the community. Over the last several years, a lot of valuable input has been gathered from throughout the county from residents and citizens, businesses, faith-based and nonprofit organizations, universities, municipalities and other elected and appointed officials. These stakeholders will continue to be engaged as the new plan develops. The community will have the opportunity to comment through forums and interactive planning tools that present scenarios for the future and demonstrate how varying decisions may impact the county's desired outcome.

WHAT IS THE RELATIONSHIP TO PLAN MARYLAND AND REGION FORWARD? HOW DOES PLAN PRINCE GEORGE'S 2035 RELATE TO OTHER ONGOING COUNTY PLANNING EFFORTS AND STUDIES?

One of the primary opportunities of Plan Prince George's 2035 is to evaluate recent plans prepared by the State of Maryland and Metropolitan Washington Council of Governments to review how these new plans and policies relate to the county's general plan and policies associated with growth management.

Region Forward provides a strategic blueprint for the Washington Metropolitan Area's future growth and development. **PlanMaryland** is a similar initiative with a resulting vision for the State of Maryland. Additionally, the Prince George's County Planning Department has planned for many of the county's communities over the last ten years and approved functional, sector, and master plans, such as the 2009 *Master Plan of Transportation* and the 2005 *Green Infrastructure Plan*. These plans provide important context, data, and input that inform the refinement of the plan.

HOW DOES PLAN PRINCE GEORGE'S 2035 RELATE TO THE DEPARTMENT OF PARKS AND RECREATION'S FORMULA 2040 PROJECT?

Formula 2040 is the project name for the Prince George's County Department of Parks and Recreation's functional plan. This functional plan will set priorities for land use and acquisition, facility types and locations, programs, and other activities related to parks and recreation. As noted, a general plan provides broad guidelines for land use, infrastructure, and other development and quality of life issues, which provides a broad framework for Formula 2040.

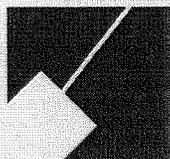
WHO APPROVES THE PLAN AND WHEN WILL THIS HAPPEN?

The approval of the plan is a multi-step process:

- The preliminary "draft" 2035 General Plan is expected to be released in summer 2013. A joint public hearing on the preliminary plan with both the County Council (sitting as the District Council with presiding authority on planning issues) and the Planning Board will be scheduled in fall 2013 where the community can make final comments in written or oral form.
- **Plan Adoption:** The preliminary Plan Prince George's 2035 must be adopted by the Prince George's County Planning Board.
- **Plan Approval:** the District Council must either approve the final plan to enact the plan into law or send it back to the Planning Board for revisions. The plan is scheduled to be approved in the summer 2014 by the District Council.

WHEN WILL IMPLEMENTATION TAKE PLACE? WILL PLAN PRINCE GEORGE'S 2035 IMPLEMENT THE RECOMMENDATIONS MADE IN OTHER PLANS OR IN INITIATIVES SUCH AS ENVISION PRINCE GEORGE'S?

Plan Prince George's 2035 is not an implementation plan. It is a long-term, comprehensive "blueprint" or guide to assist in making implementation decisions. Implementation of the plan's strategies can start the day the plan is approved, but it will take several years to achieve the vision. Implementation requires a multi-faceted approach and coordination among various county, state, and federal agencies as well as the development community. Market and fiscal conditions of the county and nation also play a key role in "when" implementation will take place. The Prince George's County Planning Department will work closely with county agencies, nonprofits, businesses, and other entities that have the ability to implement parts of Plan Prince George's 2035.



The Maryland-National Capital
Park and Planning Commission
Prince George's County Planning Department
www.mnccppc.org

County Administration Building
14741 Governor Oden Bowie Drive
Upper Marlboro, Maryland 20772

301-952-3594 (voice)
301-952-4121 (fax)
301-952-4366 (TTY)



3

SHA re:
Signal
Operations
on US 1

4

ICBN at Public Works

MEMORANDUM

To: Mayor and Council

From: Suellen M. Ferguson, Esq.

CC: Joe Nagro, City Manager

Date: May 17, 2013

Re: Memorandum of Understanding with Prince George's County – ICBN and I-Net Fiber

ISSUE:

Through its franchise agreement with Comcast, the City has an indefeasible right to use the fiber known as the I-Net. This fiber optic system was constructed by Comcast for use by local governments and their authorized users. Recently, a second fiber optic system has been constructed by Prince George's County using a federal ARRA grant. This system is being used to connect a number of inner beltway communities, schools and public safety facilities, and is referred to as the Inter-County Broadband Network ("ICBN"). The County has requested use of a portion of the City's I-Net Fiber in return for providing a redundant connection for the City through ICBN fiber to the I-Net.

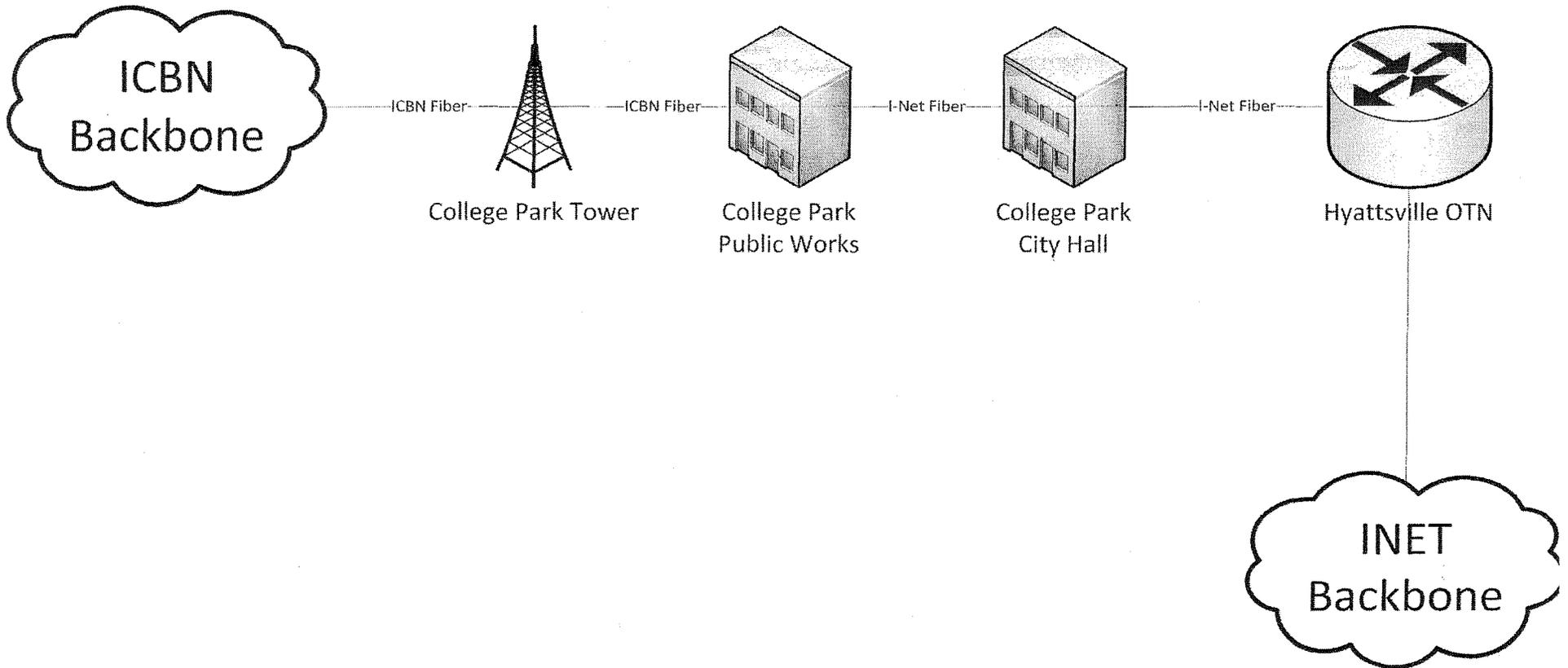
SUMMARY:

The County is seeking to reduce the cost of installing the ICBN connections by having exclusive access to and "riding" two strands of City owned I-Net Fiber from the Public Works Building to City Hall and from there to the Hyattsville OTN. The City owns six strands of I-Net fiber, which connect its main buildings. In return, the County will provide an ICBN connection from Public Works to the tower located at the State Police site. Please see attached diagram. From there, the City can use ICBN and I-Net Fiber to travel through the Largo Government Center OTN and from there to the Hyattsville OTN and to City Hall. This provides a redundant path to allow Public Works and City Hall to remain connected even if their direct connection is interrupted. A copy of the draft MOU with the County is attached.

RECOMMENDATION

That the Council consider adoption of the attached MOU with Prince George's County, subject to final legal review by the City Attorney.

College Park Tower to Hyattsville OTN through College Park Public Works and College Park City Hall



MEMORANDUM OF UNDERSTANDING
By and between
PRINCE GEORGE'S COUNTY, Maryland
And the
CITY OF COLLEGE PARK, Maryland

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is effective this _____ day of _____, 2013, by and between **PRINCE GEORGE'S COUNTY, MARYLAND ("County")** a body corporate and politic whose address is 14741 Governor Oden Bowie Drive, Upper Marlboro, Maryland, 20772-3050, and **the CITY OF COLLEGE PARK ("City")**, 4500 Knox Road, College Park, Maryland, 20740-3390, together the "Parties."

WHEREAS, as part of its construction of the Inter-County Broadband Network ("ICBN"), the County has constructed a new fiber optic path to connect the City's Public Works building and the County, as shown and referred to on attached **EXHIBIT A** as "**ICBN Fiber**" and hereinafter referred to as "**New County Fiber**"; and

WHEREAS, the New County Fiber will enable a wide range of uses, including school, government, public safety, and transportation department communications between sites in the County, thereby benefitting the County as well as the City; and

WHEREAS, the City and County are two of the Participating Communities of the cable franchise agreement with Comcast, with rights of use to an existing fiber optic infrastructure, segments of which are shown and referred to on **EXHIBIT A** as "**I-Net Fiber**"; and

WHEREAS, the **New County Fiber** allows the interconnection of County government sites for its use by official government and public safety providers; and

WHEREAS, the County and the City mutually desire to provide a fiber optic path to each other to interconnect their respective sites for the purposes of public safety and government communications traffic data management and to provide the opportunity for fiber optic path diversity.

NOW, THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SCOPE OF AGREEMENT

The County shall provide to the City, without charge:

- 1.1 Access to and the sole right to use of assigned New County Fiber, which consists of two bidirectional Fibers from College Park Public Works building at 9217 51st Avenue, College Park, Maryland 20740-1947, to a connection at the College Park Tower/ICBN for a total of approximately 2.24 linear kilometers of fiber optic cable, hereinafter referred to as "City Fiber." The City Fiber is shown in Exhibit A, attached hereto and incorporated by reference;
- 1.2 Access through the ICBN fiber from the College Park Tower to the OTN at Largo Government Center and from there to the Hyattsville OTN, thereby providing a redundant path from the City's Public Works Department to the City Hall.
- 1.3 24/7/365 maintenance of the City Fiber; and
- 1.4 Maintenance of the end-to-end full length of the City Fiber.

The City shall provide to the County, without charge:

- 1.4 Physical space for County-owned equipment (2 rack units (RU)) to be installed at the College Park Public Works building at a mutually agreed location in proximity to the termination point of the existing I-Net Fiber connection and the New County Fiber, with convenient access to two (2) 120V power outlets from a dedicated 20A 120V circuit. This will enable the County to install County-owned Equipment and/or patch the fibers in existing I-Net Fiber connection to connect facilities on the New County Fiber.
- 1.5 Physical space for County-owned equipment (2 rack units (RU)) to be installed at the College Park City Hall building at a mutually agreed location in proximity to the termination point of the existing I-Net Fiber connection with convenient access to two (2) 120V power outlets from a dedicated 20A circuit. This will enable the County to install County-owned equipment and/or patch the fibers in existing I-Net Fiber connection to connect facilities on the New County Fiber.
- 1.6 24/7/365 access to the County-owned equipment at each location, as well as all cable pathways in and out of College Park City Hall and College Park Public Works to the existing I-Net Fiber connection and the New County Fiber.
- 1.7 Access to and the sole right to use of assigned existing I-Net Fiber, which consists of two Fibers from the College Park Public Works building to the College Park City Hall building and from College Park City Hall building to the Hyattsville OTN for a total of approximately 5.1 linear kilometers of fiber optic cable. The existing I-Net Fiber is shown in Exhibit A. In the event that the City determines that it requires access to the two fibers assigned to the County, it will so notify the County and pay the cost of any solution required to enable such access without affecting the County's continued access and use.

2. DEFINITIONS

Unless otherwise defined in this Agreement, the following terms shall have the following definitions:

- 2.1 Utility Agreements. Any and all applicable governmental or non-governmental franchises, leases, licenses, rights-of-way, easements, pole attachment agreements, permits, approvals, orders, consents, contracts, agreements or other rights of any nature pursuant to which the County has or will obtain any rights to own, install or construct, operate, maintain, and replace all or any portion the County's System.

3. TERM

This MOU shall commence on the effective date for a continuous initial term of ten (10) years. This MOU shall be automatically renewed for successive ten (10) year periods unless terminated by either Party.

4. CONTACTS AND AMENDMENTS

- 4.1 County designates the ICBN Program Manager to serve as Program Officer for this MOU.
- 4.2 City designates _____, or successor, to serve as point of contact for this MOU.

March 21, 2013

4.3 Communication Between Contacts. All communications between the County and City regarding all matters relative to this MOU shall be coordinated through the Program Manager and the City's point of contact.

4.4 Non-Assignment. Neither the County nor the City shall assign or otherwise transfer this MOU.

Amendment. This MOU may not be amended or modified except in a writing executed by the Parties.

6. INSTALLATION AND CONSTRUCTION

6.1 County to Complete Route. Subject to its rights and obligations under the Utility Agreements, the County shall perform, or cause to be performed such work, if any, at its expense, as may be required for placement of the City Fibers in accordance with the County's schedule of construction.

6.2 Completion. The County will provide notice of completion when the ICBN network has been completed. In the event that the County cannot complete the ICBN network due to a delay caused by the City or third party then the County will provide notice of completion for the portions unaffected by such delay.

7. MAINTENANCE AND REPAIR

7.1 County's Rights and Obligations. The County shall have the sole obligation and right to maintain and repair the City's Fibers.

7.2 Limitation of City. Neither the City nor its agents, servants, employees or contractors shall take any action which damages or interferes or could reasonably be assumed to damage or interfere with the City Fiber or the New County Fiber or other equipment, and if it does so the County shall have the right to take whatever action it deems necessary or appropriate to repair and restore the City Fiber or the New County Fiber or other equipment or prevent damage to the City Fiber or the New County Fiber or other Equipment, and the City shall indemnify and hold the County harmless for its damages pursuant to Section 17 below.

7.3 Inspection. The County shall have the right to inspect the City's System and the City's use of the Fibers during normal business hours upon twenty four (24) hours' notice to the City or immediately in the event of any emergency situations. The right to inspect shall include the right of access to any property owned, leased or otherwise controlled by the City. City System is not defined. What is it and what is the reason for this provision?

7.4 Changes to Specifications. The County may make such changes and alterations to the Specifications (Exhibit B) as the County determines are necessary or advisable in its sole discretion provided that such changes or alterations do not (1) alter the number of the City Fibers or (2) impair the use of the City Fibers under this Agreement, unless otherwise mutually agreed. There is no Exhibit B

7.5 Damage and Outage Notification. In the event that the City Fiber is damaged for any reason, the Party discovering such damage shall notify the other Party of said damage by telephone at:

a. As to County:

Prince George's County Government
Attn: ICBN Program Manager, Office of Information Technology
9201 Basil Court, Suite 200

Largo, MD 20774
Phone: 301.883.5322

b. As to City:

City of College Park

College Park, MD 20740
Phone
Mobile

These are 24 hours, 7 day per week emergency notification numbers. Calls shall be directed to the Supervisor on Duty, and the caller should be able to provide the following information:

- i. Name of Party making report;
- ii. Location reporting problem;
- iii. Name of contact person reporting problem;
- iv. Telephone number to call back with progress report;
- v. Description of the problem in as much detail as possible;
- vi. Time and date the problem occurred or began; and
- vii. If appropriate, a statement that an emergency exists and that a problem presents a threat to the property of the County, the City, or a Third Party.

Should the damage result in an outage of service or need for emergency repair, procedures for notification and escalation will be followed as set forth at time of implementation.

7.6 Restoration. County will respond to City within two (2) business hours of proper notification by the City of possible damaged Fiber(s), and if necessary dispatch a technician to the location of the possibly damaged Fiber(s). The technician will assess the situation and use reasonable efforts to remediate the problem within a reasonable time frame.

8. **GOVERNMENT APPROVALS, PERMITS, AND CONSENTS**

8.1 City Obligations. City represents and warrants that it will use the City Fibers, or cause the City Fibers to be used, in full compliance with all federal, state and local applicable government laws, statutes, rules, regulations, codes and ordinances and all applicable franchises, rights of way, leases, licenses, contracts and other material obligations to third parties with respect to or relating to the ICBN and in full compliance with the terms and conditions of this MOU.

8.2 County's Obligations. During the term of this Agreement, the County shall obtain, or cause to be obtained, all approvals and consents that may be required from all federal, state, and local authorities regarding the ownership, installation, maintenance, or replacement of the cable in which the City Fiber is located. County represents and warrants that it is and will continue to be in material compliance with all Utility Agreements and any and all applicable government codes, ordinances, laws, rules and regulations relating to its ownership, control, operation, and/or maintenance of the City Fiber.

8.3 Compliance with Laws. At their sole respective cost and expense, County and City will promptly comply with all local, state, and federal laws as they relate to the condition, use, or occupancy of

the equipment space. County and City will install and operate its equipment in compliance with all applicable regulations of the Federal Communications Commission, the National Electrical Code, or any other federal, state, or municipal agency having jurisdiction, particularly with respect to those regulations designed to eliminate electromagnetic and/or radio transmission interference.

8.4 Maryland Law Prevails. Maryland law shall govern the interpretation and enforcement of this MOU.

8.5 This Section 8 shall survive any termination or expiration of this MOU.

9. TITLE AND USE

9.1 Title. The County retains all rights, title and interest in the new County Fiber and equipment subject only to the MOU provided to the City pursuant to this MOU. Neither the grant of use nor other provision of the City Fiber or any other facilities or services by County to City, nor the payment by the City of the fees or charges therefore to the County shall constitute, create, or vest any easement or any other ownership or property rights in the City Fibers or the new County Fiber or equipment .

9.2 Use By the City. The City acknowledges and agrees that the City and/or affiliated entities which control or are controlled by the City will not permit or provide access to or use of the City Fiber to any third party whether by sublease, license, sublicense, sale, resale, or any other form of transfer, disposition or agreement without the express written consent of the County, which consent may be given or withheld in the County's sole discretion.

9.3 Reversion. The City's right to use the City Fiber shall revert to the County upon termination of this MOU. The County's right to use assigned existing I-Net Fiber shall revert to the City upon termination of this MOU.

10. DISCLAIMERS

10.1 OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, County MAKES NO WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES IN CONNECTION WITH THIS AGREEMENT, OR THE FIBER WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS SECTION 10 SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT. County MAKES NO REPRESENTATIONS WITH RESPECT TO THE ANY FIBERS EXCEPT AS SPECIFICALLY SET FORTH HEREIN, County SHALL NOT HAVE ANY LIABILITY WHATSOEVER FOR, OR IN CONNECTION WITH FIBER FAILURE UNLESS SUCH FAILURE IS CAUSED BY THE WILLFUL MISCONDUCT OF THE County. County SHALL HAVE NO RESPONSIBILITY FOR CITY'S SYSTEM.

11. BREACH

11.1 Definition. If County or City shall take such action which is prohibited, in any material respect, by the terms of this MOU, or fail to perform (whether any such failure shall arise as the result of the voluntary or involuntary action or inaction of such party), in any material respect, any of its obligations set forth in this MOU, including without limitation any violation of law (which is material and which adversely affects either Party's obligations under the Agreement), and such prohibited action or failure to perform is not excused by any provision of this MOU and continues unremedied for a period of thirty (30) days following written notice from the non-breaching Party or such shorter period as may apply under law, or no period if such prohibited action or failure to perform is not susceptible to cure (the "Cure Period"), then such action or failure shall, upon and

from the expiration of the applicable Cure Period, if any, constitute a "Breach"; provided, however, if a Party has taken such measures to initiate a cure but such remedy will take longer than the applicable Cure Period, no breach shall be deemed to have occurred as long as such Party is using its best efforts to promptly cure such breach. Such Breach shall not be deemed to occur where such Breach is directly or primarily caused by the actions of another Party.

11.2 Consequences. In the event of a Breach, the non-breaching Party may, in its sole discretion, terminate this MOU and have no further obligations or liability hereunder; except only that each Party shall pay the other Party any amounts due, owing and unpaid by such Party. The non-breaching Party shall also have the right to pursue any and all rights it may have against the breaching Party now or hereafter under the law, subject to the express limitations contained in this MOU, including without limitation, the right to seek injunctive relief to prevent the breaching Party from continuing to Breach its obligations under this MOU. Upon termination of the MOU, the City Fiber shall return to the full control of the County and the assigned existing I-Net fiber shall return to the full control of the City.

11.3 Limitation of Liability. ANYTHING CONTAINED HEREIN TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY AFFILIATED, CONNECTED WITH OR DOING BUSINESS WITH EITHER PARTY WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING STRICT LIABILITY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY LOST BUSINESS DAMAGES IN THE NATURE OF LOST REVENUES, PROFITS AND/OR GOODWILL REGARDLESS OF THE FORESEEABILITY THEREOF.

11.4 Failure to Enforce. The failure of any party to enforce or insist upon compliance with any of the terms or conditions of this MOU, or to give notice or declare this MOU or any authorization granted hereunder, terminated shall not constitute a general waiver or relinquishment of any term or condition of this MOU, but such term or condition shall be and remain at all times in full force and effect.

12. EARLY TERMINATION OF MOU

12.1 Early Termination for Cause. Notwithstanding the term of the MOU, both Parties reserve the right to terminate this MOU or seek modification of said MOU due to changes in underlying rights of its respective fiber optic assets or co-locations.

(a) Should underlying rights of either Party change in such a way as to make this MOU infeasible, both Parties commit to seek alternative solutions and provide as much notification as possible to allow for mitigations.

(b) Should such alternatives not be possible, a Party may withdraw from its obligations under this MOU by giving written notice to the other Party.

13. FORCE MAJEURE

13.1 Force Majeure Events. Neither City nor County shall be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to the following Force Majeure Events:

(a) fire, flood, strike or other labor difficulty, natural disasters, acts of God or public enemy, act of war restraint or hindrance by any governmental or regulatory authority including, without

limitation, unfavorable actions or failures to act of or by such authorities (except when the result of noncompliance with Section 9), war, insurrection, riot, injunction, or

(b) any other causes beyond the Parties' reasonable control, or causes beyond the reasonable control of their suppliers.

13.2 Abatement of Force Majeure. To the extent practicable, both Parties shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the event causing the failure or delay has ceased. City shall promptly notify the County of any delay and its effect on the performance by the City. County shall promptly notify the City of any delay in the County's performance.

13.3 Suspension Pending Force Majeure. If a Force Majeure Event should occur, then, the Parties' performance of this MOU shall be suspended for so long as such Force Majeure Event continues. At the conclusion of a Force Majeure Event, the period of time so suspended shall be added to the dates, schedules and other performance-related matters under this MOU.

14. PROPRIETARY INFORMATION

14.1 Obligation to Maintain as Confidential. Each Party acknowledges that in the course of the performance of this MOU it may have access to Proprietary Information of the other Party. All Proprietary Information shall be marked as "confidential" with an appropriate legend, marking, stamp or other obvious written identification prior to disclosure. All Proprietary Information in tangible form of expression, which has been delivered (or thereafter created by copy or reproduction pursuant to this MOU) shall be and remain the property of the Party which is disclosing such Proprietary Information (the "Disclosing Party"). Anything to the contrary contained herein notwithstanding, the definition of County Proprietary Information shall be deemed to include the Utility Agreements.

14.2 Obligations Concerning Proprietary Information

(a) General Restrictions. Upon receiving Proprietary Information such Party (the "Receiving Party") shall keep in strict confidence and not disclose to any person (with the exception of employees, officers, directors, representatives, and affiliates of the Receiving Party, to the extent each such person or entity has a need to know in connection herewith) any of the Disclosing Party's Proprietary Information except as otherwise provided by the terms and conditions of this Agreement. The Receiving Party shall not use such Proprietary Information except for the purposes identified herein without the prior written approval of the Disclosing Party. The Receiving Party shall be solely liable for any breach of this Section 14 to the extent caused by its or its affiliates' employees, officers, directors, and affiliates.

(b) Exceptions. The Receiving Party shall not be precluded from, nor liable for, disclosure or use of any Proprietary Information if:

- i. the Proprietary Information is in or enters the public domain, other than by a Breach of this Agreement;
- ii. the Proprietary Information is known to the Receiving Party at the time of first receipt, or thereafter becomes known to the Receiving Party prior to or subsequent to such disclosure without similar restrictions from a source other than the Disclosing Party, as evidenced by written records;

- iii. the Proprietary Information is developed by the Receiving Party independently of any disclosure under this Agreement as evidenced by written records; or
 - iv. the Proprietary Information is disclosed more than two (2) years after the date of first receipt of the disclosed Proprietary Information; or two (2) years after the Term whichever occurs later;
 - v. the disclosure of the Proprietary Information is compelled by a governmental authority, including, but not limited to any court or regulatory body, whether or not a protective order is sought or granted;
 - vi. the Disclosing Party consents to the disclosure or use of the Proprietary Information; or
 - vii. the Receiving Party has a reasonable belief that disclosure of the Proprietary Information is necessary for public safety reasons and has attempted to provide as much advance notice of the disclosure as is practicable.
- (c) Disclosures. The disclosure of Proprietary Information hereunder shall not be construed as granting any right of ownership in said Proprietary Information. Notwithstanding any other provision of this Agreement, County may reasonably disclose the terms and conditions of this Agreement without the prior consent of Licensee in connection with any borrowing or financing activity or County, its subsidiaries or affiliates.
- (d) Protective Orders. The Receiving Party shall give notice to the Disclosing Party of the commencement of any proceeding or issuance of any order or mandate by any governmental agency or tribunal to compel the disclosure of Proprietary Information no later than twenty four (24) hours after the Receiving Party acquires knowledge that such proceeding, order or mandate compels the disclosure of Proprietary Information. The Disclosing Party shall have the right at its own expense, to apply for a protective order against the disclosure of such Proprietary Information either in its own name or that of the Receiving Party and the Receiving Party shall fully cooperate with the Disclosing Party in any such effort to obtain a protective order.
- 14.3 This Section 14 shall survive any termination or expiration of this Agreement in accordance with this Section's terms.

15. PUBLICITY AND ADVERTISING

- 15.1 Limitations. In connection with this MOU, neither Party shall publish or use any advertising, sales promotions, or other publicity materials that use the other Party's (or its affiliate's) logo, trademarks, or service marks or name without the prior written approval of the other Party.
- 15.2 Exceptions. This Section 15 shall not apply to reasonably necessary disclosures in or in connection with court or regulatory filings or proceedings, financial disclosures which in the good faith judgment of the disclosing Party are required by law or regulatory authority, or disclosures that may be reasonably necessary in connection with the performance of this MOU. This includes any necessary disclosures on the part of County or City to federal authorities or other project stakeholders required as part of the federal grant performance requirements.

16. INDEMNIFICATION

- 16.1 Mutual Indemnification. Subject to the limitations of liability set forth in this Agreement and subject to and without waiving common law and other governmental immunities and the Courts &

Judicial Proceedings Article of the Annotated Code of Maryland, Section 5-301, et seq. (also known as the "Local Government Tort Claims Act"), each Party agrees to indemnify, hold harmless, and defend the other Party, its subsidiaries and affiliates, and their respective officers, directors, employees, attorneys, successors and assigns, from and against any loss, damages, claims, suits, or causes of action for damages, including reasonable attorney's fees, which may arise out of: (a) any injury to or death of any person and damage to property related to activities arising out of this to the extent such injury, death or damage is caused by the negligent acts or omissions or willful misconduct of the indemnifying Party or its principals, employees, agents, or invitees, or by its equipment; (b) the indemnifying Party's violation of applicable federal, state or local statutes, regulations, ordinances or orders; (c) the indemnifying Party's Breach of this Agreement; or (d) infringement or misappropriation by a Party of any intellectual property rights under this Agreement.

16.2 Indemnification Procedures. Subject to the Courts & Judicial Proceedings Article of the Annotated Code of Maryland, Section 5-301, et seq. (also known as the "Local Government Tort Claims Act"), each Party shall give prompt notice of any claim for which indemnification is or shall be sought under this Section 16 and shall cooperate and assist the indemnifying Party in the defense of the Claim. The indemnifying Party shall bear the cost of and have the right to control the defense and shall have the right to select counsel after consulting with the other Party.

16.3 Survival. This Section 16 shall survive any termination or expiration of this Agreement.

17. PRIOR AGREEMENTS; MODIFICATIONS

This MOU and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous understandings, commitments or representations concerning the subject matter.

18. BINDING EFFECT

This MOU shall be binding upon and inure to the benefit of the Parties hereto, their permitted successors and assigns.

19. RECITALS

The recitals set forth above as well as the foregoing "NOW, THEREFORE," are incorporated herein as operative provisions of the Memorandum of Understanding.

The remainder of this page is left blank. The signature page follows immediately.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the day and year first above written.

WITNESS:

PRINCE GEORGE'S COUNTY, MD

By: _____
Deputy Chief Administrative Officer

Approved for form and legal sufficiency: Recommended for Approval:

Office of Law

Vennard Wright, Acting Director, Office of Information
Technology

WITNESS:

Reviewed for form and legal sufficiency: Recommended for Approval:

Assistant Attorney General

Name: _____
Title: _____

WITNESS:

CITY OF COLLEGE PARK

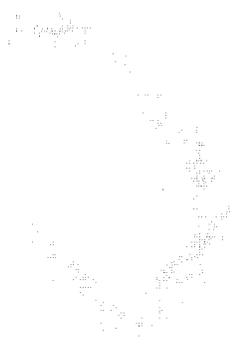
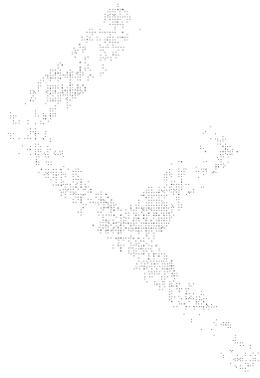
Janeen M. Miller, CMC, City Clerk

By: _____
Joseph L. Nagro, City Manager

Approved for form and legal sufficiency:

Suellen M. Ferguson, City Attorney

- EXHIBIT A** – Approximate Fiber Routes (Route Map)
– Diagram of Proposed Fiber Optic Connectivity and Network Design Schematic
- EXHIBIT B** – Fiber Specifications



5

Website Redesign

MEMORANDUM

TO: Mayor and City Council

FROM: Chantal R. Cotton, Assistant to the City Manager *CRC*
Steve Groh, Finance Director *SG*
Sarah Price, IT Manager *SP*

THROUGH: Joseph L. Nagro, City Manager *JN*

DATE: May 21, 2013

SUBJECT: Update on Website Redesign

SUMMARY

The City of College Park issued a Request For Proposals (RFP) for website redesign and chose Revize Software Systems ("Revize") of Troy, Michigan to redevelop, redesign and reorganize the City's website. City staff worked with a community group to determine major elements to incorporate into the website redesign. The staff web team worked very hard with the consultant to create the clean, fresh, and balanced design / layout as seen in Attachment 1.

DISCUSSION

The website design consists of two (2) major components: the **homepage design / layout** and the **sitemap / organization**.

Design / layout:

The page design / layout includes the "wireframe" elements on the page, where even if the content changes, the section still remains. The draft design / layout includes the:

- Black bar at the top of the page with a search box and translation box,
- Tagline and logo beneath the black bar in addition to a "mini navigation" (the specific items in the mini-navigation can be edited at any time),
- Rotating photo gallery in the form of a triptych like the logo (can always add new photos),
- Main banner in green (sitemap / organization content can always be edited),
- "Latest News" section,
- Green emergency notifications box (appears only during an emergency),
- "Calendar" and "Current Events" section,
- "Welcome to College Park" area (content can be edited at any time),
- City Seal, Special programs rotating box (content always editable), Location and Hours, and Connect with us (social media) sections at the bottom of the page,
- And finally, the bottom menu (content always editable) and the weather widget.

Sitemap / organization:

As mentioned above, the sitemap / organization represents the layout of categories and subcategories in the Main Green Banner. Staff can refine the categories and subcategories over time, as needed. In order to demonstrate the sitemap to Council, staff created an interactive homepage **mock-up** which

shows the draft sitemap built by the staff web team with other staff input. The mockup serves an illustrative purpose; thus, focus on the content instead of fonts, etc. In the sitemap you will notice that some links show under multiple categories. Staff organized the sitemap in this way to ease navigation throughout the site for different types of users.

Review the mockup here: <http://collegeparkmd.gov/temp/cocp1.html>. Simply hover over the green banner at this link and the subcategories will appear. Some subcategories contain sub-submenus.

RECOMMENDATION

Project progression with the consultant building the site calls for Council's support on the homepage design / layout. Thus, staff recommends that Council provide feedback and support on the design / layout. Staff also recommends that Council provide feedback on the draft sitemap / organization.

ATTACHMENT

1. Draft New Website Homepage design / layout

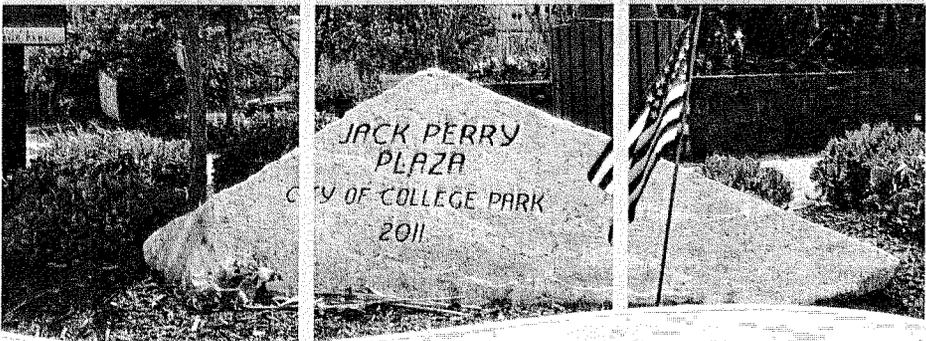


- Online Payments
- Job Opportunities
- Council Meetings
- Report A Problem
- City Maps My College Park

A Smart Place to Live

MAYOR

CITY SERVICES | **DEVELOPMENT** | GOVERNMENT | PROGRAMS AND INITIATIVES | ABOUT | I WANT TO



Latest NEWS

- July 5, 2102
Duis pellentesque leo vel sem auctor placerat.
- July 5, 2102
Duis pellentesque leo vel sem auctor placerat.
- July 5, 2102
Duis pellentesque leo vel sem auctor placerat.
- July 5, 2102
Duis pellentesque leo vel sem auctor placerat.

[More News](#)

ALERT: THIS IS AN UNABLE SECTION THAT ONLY SHOWS UP IF IT IS FILLED

Welcome To COLLEGE PARK

Lorem ipsum dolor sit amet, consectetur adipiscing elit. Etiam sit amet mollis libero. Mauris faucibus eleifend rutrum. Maecenas vulputate volutpat lacinia. Nulla massa augue, gravida at mollis a, trucidunt mollis massa. Sed faucibus tellus at lectus vehicula posuere eget sed turpis. Duis mollis laculis neque, non egestas ipsum accumsan et, Aenean rhoncus enim eu torfer

JANUARY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

Current EVENTS

- January 5th
Technical Review Committee
- January 6th
Technical Review Committee
- January 7th
Technical Review Committee



Some Title

Homeownership Grant Program. Eligible homeowners can apply. Read more about this great program.

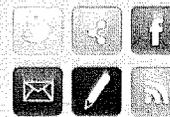


Location & Hours

4500 Knox Road,
College Park, MD 20740

Building Hours for City Hall
(Mon-Fri: 9am-5pm)
Saturday, closed Sunday

Connect With Us



6

FY 2014

Budget

Janeen S Miller

From: Patrick L. Wojahn
Sent: Tuesday, May 14, 2013 6:45 PM
To: Janeen S Miller
Subject: Fwd: Pamela Griffith replied to Fazlul's post re: Tonight's Council Meeting

Janeen,
Please include the note below as testimony for tonight's hearing as well. Thanks.

Patrick

Sent from my Samsung Epic™ 4G Touch

----- Original message -----

Subject: Pamela Griffith replied to Fazlul's post re: Tonight's Council Meeting
From: Nextdoor North College Park <reply@nextdoor.com>
To: "Patrick L. Wojahn" <pwojahn@collegeparkmd.gov>
Cc:

Pamela Griffith from North College Park said:

I want it to be noted that I agree with Chris and think that the budget should include monies for improvements to the EAC shelter. Thank you.

Original post by **Fazlul Kabir** from North College Park (4 replies):

Dear neighbors,

This week, before our regular Council meeting, we will be having a public hearing on the FY 14 budget. If you would like to testify on any aspect of the budget and can't come on ...

♥ Shared with North College Park only

View or reply · Thank · Private message

You can also reply by email.

You received this email because you thanked/replied to this post. Not interested in future updates? Stop receiving immediate updates on this post

This message was intended for pwojahn@collegeparkmd.gov.

Want to get a daily digest instead or unsubscribe? Change your e-mail settings.

Nextdoor, 101 Spear Street, Suite 230, San Francisco, CA 94105

7

Ordinance – Sale of Property in Osage Street R-O-W

This will be an ordinance in lieu of the resolution you have already seen. The ordinance and memo will be sent later today by e-mail.

8

Legislative Priorities

MEMORANDUM

TO: Mayor and City Council
FROM: Chantal R. Cotton, Assistant to the City Manager *CRC*
THROUGH: Joseph Nagro, City Manager *JN*
DATE: May 17, 2013
SUBJECT: MML Legislative Action Requests (Due to MML by July 12th)

SUMMARY

Each year, the Maryland Municipal League (MML) chooses several priority issues (LARs) that directly affect the present and future well-being of Maryland's cities and towns **statewide**. An LAR is most effective when it benefits almost all Maryland municipalities, such as the restoration of partial (or all) Highway User Revenues (HUR) funding in the 2011, 2012, and 2013 legislative sessions. MML will accept LAR proposals for the 2014 Legislative Session until July 12, 2013 from municipalities as long as the proposals receive approval by the local elected body.

In addition, City Council should use this time to discuss the process by which College Park communicates local legislative priorities to its state partners as well as the College Park priorities for the 2014 legislative session.

DISCUSSION

LARs:

MML represents municipal interests by seeking legislative sponsorship and supporting legislation that helps local governments and by opposing legislation that limits local revenue or autonomy. The League works to get priority issues introduced as legislation before the Maryland General Assembly, and actively participates in the legislative process following these issues.

We can now submit legislative requests to MML for the 2014 legislative session for consideration by MML's 2013-2014 Legislative Committee. According to MML Legislative Committee guidelines, member municipalities, chapters, and departments may submit up to **three** legislative requests for consideration as MML priority initiatives. The deadline for submission is July 12, 2013. LAR forms must be completed and approved by Council before being returned to MML.

College Park's 2013 LAR Request: The City submitted a request to MML asking the League to focus legislative efforts on the restoration of highway user revenues for municipalities state-wide. MML chose this as a legislative priority for the 2013 legislative session.

Local Legislative Process and Legislative Priorities:

During the 2013 legislative session, staff brainstormed ways to improve the current process by which College Park requests state legislation. Currently, City Council determines legislative priorities in late autumn each year. Staff then presents those priorities to the 21st Delegation to request sponsorship before the local bills deadline in October. After the 21st Delegation sponsors the

legislation by submitting a bill request on behalf of the City, then the City hosts its legislative dinner where Council presents these legislative priorities to the 21st Delegation.

Instead of hosting the legislative dinner in late autumn, City Council should consider replacing the legislative dinner with a meeting or a breakfast in early autumn (~beginning of September) prior to the local bills deadline. Such a change will allow Council to discuss possible priorities with partners at the State, County, and the University before the delegation sponsors the legislation.

Possible Local Priorities for the 2014 Legislative Session:

1. **Removal of the Sunset for the Shuttle-UM:** Amend §9-201 of the Public Utilities article by removing the abrogation date of June 30, 2014. The language from 2011 HB 1005 reads:

SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect July 1, 2008. It shall remain effective for a period of 6 years and, at the end of June 30, 2014, with no further action required by the General Assembly, this Act shall be abrogated and of no further force and effect.

The City loses its ability to negotiate with the University of Maryland on this matter unless the State removes the aforementioned abrogation date. In 2010, the date was extended instead of being removed altogether due to the General Assembly's unease about the annual data received from the University.

2. **Speed Camera Legislation:** In the 2013 legislative session, many General Assembly members posed questions about the speed camera programs throughout the state. Although the General Assembly ran out of time to pass legislation to revamp the program this year, they will likely bring it back next year. The City should monitor this subject matter during session.

RECOMMENDATION

Discuss possible LAR issues, approve the LAR(s), and authorize staff to submit the LAR form to MML (attachment 1). Also discuss the possibility of refining the College Park process to change the October / November annual legislative dinner to a breakfast or meeting in early September each year. Lastly, discuss possible local legislative priorities for the 2014 legislative session.

ATTACHMENTS

1. 2013/14 LAR Form

2014 MML LEGISLATIVE REQUEST

Name of Municipality, Chapter or Department submitting request: _____

Contact Person/Title _____

Address/City/State/Zip: _____

Telephone numbers: (Work) _____ (Home) _____ E-mail: _____

Please complete this form in its entirety. Attach additional sheets, if necessary, as well as documents related to your request. **LAR FORM MUST BE RETURNED VIA MAIL OR E-MAIL NO LATER THAN FRIDAY, JULY 12, 2013.**

INTRODUCTION

1. Describe the problem or situation the request is intended to address:

2. Describe the requested legislation:

3. Describe how the requested legislation would remedy the problem:

4. The proposed legislation would address: _____ Only your municipality
_____ Only municipalities in your county _____ Municipalities in the entire state
_____ All counties and municipalities in the entire state

5. Would the proposed remedy have a significant fiscal impact on your municipality?

OVER.....

BACKGROUND INFORMATION

1. Could the problem be resolved by something other than a new law, i.e., action by another level of government or changes in administrative procedures?

2. If administrative remedies have already been pursued, what were they and what was the outcome?

3. What other state and/or local agencies, if any, would be affected by this proposal?

4. Have any state agencies been contacted about the proposal? If yes, what was their reaction?

HISTORICAL INFORMATION

1. Has the League considered this proposal in a previous year? If yes, describe any significant changes in circumstances that might improve its chances of success in 2014:

2. Has this request been considered by the General Assembly in prior sessions? If yes, please provide the bill number, year, and outcome of legislation, if known:

3. Has this proposed legislation been implemented by any other city, county or state? If yes, please describe where it has been implemented and cite any existing law or model code upon which the proposal is based:

Signature of authorized municipal, chapter
or departmental official

Print name

Date

Please return LAR form to:

MML Legislative Committee
1212 West Street
Annapolis, MD 21401
ATTN: Trish Westervelt

E-mail: trishw@mdmunicipal.org

Indicate the date of the meeting where the governing body of the municipality, chapter or department endorsed the request:_____.

FORM MUST BE RETURNED NO LATER THAN Friday, July 12, 2013.

9

Ordinance –

Prohibit

Parking on

Trolley

Trail

MEMORANDUM

TO: Mayor and City Council
THROUGH: Joseph Nagro, City Manager
FROM: Robert W. Ryan, Public Services Director
DATE: May 17, 2013
SUBJECT: Parking Enforcement on Trolley Trail



ISSUE

The City Attorney has advised that the City Code, Chapter 184, Subsection 11 - Prohibited Parking, must be amended to allow prohibition and enforcement of parking on the Trolley Trail hiker/biker trail.

SUMMARY

Extension of the Trolley Trail along the 7500 block of Rhode Island Avenue has resulted in the trail crossing several driveways in this block. Parking in these driveways has begun to result in vehicles blocking the trail where it crosses the driveways, and also on the trail itself between driveways.

The City Code, Chapter 184 Vehicles and Traffic, 184-11 Prohibited Parking, does not explicitly prohibit this kind of parking which is blocking the trail. Residents have already begun to complain. Parking Enforcement Officers have been issuing warnings to educate the residents that this will be prohibited. The City Attorney is preparing an amendment to this section of the code to allow ticketing of vehicles parked upon or blocking the trail. An amendment to Chapter 110 to establish a fine may also be required. A draft ordinance will be presented in your red folders at the work session on Tuesday, 21 May 2013. We plan to begin issuing tickets on 1 July 2013.

RECOMMENDATION

The Council should adopt this ordinance to allow Parking Enforcement staff to issue tickets for parking which blocks the Trolley Trail.

10

Ordinance – Rent Stabilization

MEMORANDUM

To: Mayor and Council

From: Suellen M. Ferguson, Esq.

CC: Joe Nagro, City Manager

Date: May 17, 2013

Re: Extension of Expiration Date for Rent Stabilization Law

ISSUE:

Chapter 127, Rent Stabilization, was due to expire on September 1, 2012. The Mayor and Council determined that the objectives of the law had not been met at that time for various reasons. The Council adopted Ordinance 12-O-06, which extended the law until September 1, 2013, at which time it will sunset if not extended again.

SUMMARY:

The extension of the law for one year was enacted in conjunction with two other initiatives. The first was to create the Neighborhood Stabilization and Quality of Life Workgroup (“the Workgroup”) and to invite stakeholders, including the Prince George’s Property Owners Association and landlords, the University of Maryland, students and the Student Government Association, and City residents, to explore avenues to insure availability and maintenance of affordable housing in the City, protection of the standard of living of all City residents, and strengthening and stabilizing the City’s neighborhoods. The second was to suspend enforcement of Chapter 127 to September 1, 2013.

At this point, the Workgroup has met frequently and has been developing measures to resolve the identified problems. Additional time is required to bring this work forward and implement various strategies. It is hoped that these strategies will eventually make Chapter 127 unnecessary. To this end, an ordinance enacting a one year extension of the law is attached.

RECOMMENDATION

That the Council consider a one year extension of the Rent Stabilization law.

ORDINANCE
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, MARYLAND,
AMENDING CITY CODE, CHAPTER 127 “RENT STABILIZATION”, §127-13
“EXPIRATION DATE” TO EXTEND THE EFFECTIVE DATE OF THE RENT
STABILIZATION LAW THROUGH SEPTEMBER 1, 2014.

WHEREAS, pursuant to Md. Code Ann., Art. 23A, §2, the City of College Park, Maryland (hereinafter, the “City”) has the power to pass such ordinances as it deems necessary to protect the health, safety and welfare of the citizens of the municipality; and

WHEREAS, in 2005, the Mayor and Council adopted Ordinance 05-O-02, which established in Chapter 127 of the City code a rent stabilization program for the purposes stated in the ordinance; and

WHEREAS, Chapter 127 contained a provision in §127-13 that required the law to expire and become null and void after the first day of September, 2009; and

WHEREAS, in 2009, the Mayor and Council adopted Ordinance 09-0-06, which extended the rent stabilization program through September 1, 2012 for the reasons set forth in the Ordinance; and

WHEREAS, the Mayor and Council adopted Ordinance 12-O-06, for the reasons stated in the Ordinance, which are incorporated herein by reference, to extend the rent stabilization law through the first day of September, 2013; and

WHEREAS, the Mayor and City Council have determined that the conditions that the rent stabilization program was designed to address have not yet been resolved, and that additional time is needed to receive the full benefit from the law; and

CAPS	: Indicate matter added to existing law.
Asterisks ***	: Indicate matter remaining unchanged in existing law but not set Forth in Ordinance
<u>UNDERLINED CAPS</u>	: Indicates matter added to Ordinance by amendment.
{Brackets}	: Indicate matter deleted from Ordinance by amendment.

WHEREAS, the Mayor and City Council deem it to be in the best interest of the City to extend the rent stabilization program for an additional period in order to ensure the availability and maintenance of affordable housing in the City, to protect the standard of living of all City residents, and to strengthen and stabilize the City's neighborhoods.

Section 1. NOW, THEREFORE, BE IT ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland that Chapter 127, "Rent Stabilization", §127-13 "Expiration Date" be and it is hereby amended to read as follows:

* * * *

§ 127-13. Expiration date.

This ordinance shall expire and shall be null and void after the first day of September, [2013] 2014. This provision, commonly referred to as a "sunset provision," is included in this ordinance. The effectiveness of and the necessity for this chapter will be reviewed by the Mayor and City Council within a reasonable time after its adoption.

Section 2. NOW, THEREFORE, BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that, upon formal introduction of this proposed Ordinance, which shall be by way of a motion duly seconded and without any further vote, the City Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the City Clerk and shall publish this proposed ordinance or a fair summary thereof in a newspaper having a general circulation in the City of College Park together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council. The public hearing, hereby set for _____ P.M. on the _____ day of _____, 2013, shall follow the publication by at least seven (7) days, may be held separately or in connection with a regular or special Council meeting and may be adjourned from

time to time. All persons interested shall have an opportunity to be heard. After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it. As soon as practicable after adoption, the City Clerk shall have a fair summary of the Ordinance and notice of its adoption published in a newspaper having a general circulation in the City of College Park and available at the City's offices. This Ordinance shall become effective on _____, 2013 provided that a fair summary of this Ordinance is published at least once prior to the date of passage and once as soon as practical after the date of passage in a newspaper having general circulation in the City.

INTRODUCED by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the ____ day of _____ 2013.

ADOPTED by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the ____ day of _____ 2013.

EFFECTIVE the ____ day of _____, 2013.

ATTEST:

**THE CITY OF COLLEGE PARK,
MARYLAND**

By: _____
Janeen S. Miller, CMC, City Clerk

By: _____
Andrew M. Fellows, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Suellen M. Ferguson, City Attorney

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Boards and Committees

**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 date of initial appointment.

Advisory Planning Commission			
Appointee	Represents	Appointed by	Term Expires
Larry Bleau 7/9/02	District 1	Mayor	12/15
Rosemarie Green Colby 04/10/12	District 2	Mayor	04/15
VACANT (formerly Huffman)	District 2	Mayor	11/14
James E. McFadden 2/14/99	District 3	Mayor	04/16
Clay Gump 1/24/12	District 3	Mayor	01/15
Charles Smolka 7/8/08	District 4	Mayor	08/14
Mary Cook 8/10/10	District 4	Mayor	08/13

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	07/14
Jack Robson 5/11/04	District 3	M&C	02/14
Anna Sandberg 2/26/85	District 3	M&C	03/16
Gabriel Iriarte 1/10/06	District 3	M&C	04/16
Christopher Dullnig 6/12/07	District 2	M&C	10/13
VACANT		M&C	
VACANT		M&C	

City Code Chapter 11 Article II: 7 members, must be residents and qualified voters of the City, appointed by Mayor and City Council, *term to be decided by appointing body*. 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
Cindy Vernasco 9/11/07	District 2	M&C	09/13
Linda Lachman 9/11/07	District 3	M&C	09/13
Marcia Booth 3/9/10	District 1	M&C	03/13
Dave Turley 3/23/10	District 1	M&C	03/16
Christiane Williams 5/11/10	District 1	M&C	05/15
Patti Brothers 6/8/10	Non resident	M&C	06/13
Taimi Anderson 6/8/10	Non resident	M&C	06/13

Harriet McNamee 7/13/10	District 1	M&C	07/13
Suzie Bellamy 9/28/10	District 4	M&C	09/13
Harleigh Ealley 12/14/10	District 1	M&C	12/13
Christine Nagle 03/13/12	District 1	M&C	03/15
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	03/15
Terry Wertz 2/11/97	District 1	M&C	03/15
Maxine Gross 3/25/03	District 2	M&C	03/15
VACANT	District 3	M&C	
Charles Smolka 9/8/98	District 4	M&C	03/15
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. For purposes of compensation the year shall run from April 1 – March 31. 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.			

Cable Television Commission			
Appointee	Resides in	Appointed by	Term Expires
Jane Hopkins 06/14/11	District 1	Mayor	06/14
Blaine Davis 5/24/94	District 1	Mayor	12/15
James Sauer 9/9/08	District 3	Mayor	09/14
Tricia Homer 3/12/13	District 1	Mayor	03/16
Clay Gump 3/12/02	District 3	Mayor	11/13
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.			

College Park City-University Partnership			
Appointee	Represents	Appointed by	Term Expires
Robert T. Catlin	Class A Director	UMD President	01/13
Rob Specter	Class A Director	UMD President	01/13
Linda Clement	Class A Director	UMD President	01/11
Brian Darmody	Class A Director	UMD President	01/12
Andrew Fellows	Class B Director	M&C	01/14
Maxine Gross	Class B Director	M&C	01/15

Senator James Rosapepe	Class B Director	M&C	01/13
Stephen Brayman	Class B Director	M&C	01/14
Dr. Richard Wagner	Class C Director	City and University	01/13

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.

Citizens Corps Council			
Appointee	Represents	Appointed by	Term Expires
	CPNW	M&C	
Michael Burrier 3/14/06	BVFCRS	M&C	03/15
Matthew Cardoso 3/27/12	CPVFD	M&C	03/15
Dan Blasberg 3/27/12		M&C	03/15
David L. Milligan (Chair) 12/11/07		M&C	02/14

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.

Committee For A Better Environment			
Appointee	Resides in	Appointed by	Term Expires
Kennis Termini 11/9/04	District 1	M&C	05/14
Janis Oppelt 8/8/06	District 1	M&C	09/15
Stephen Jascourt 3/27/07	District 1	M&C	05/13
Suchitra Balachandran 10/9/07	District 4	M&C	01/14
Donna Weene 9/8/09	District 1	M&C	12/15
Ballard Troy 10/13/09	District 3	M&C	09/15
Alan Hew 1/12/10	District 4	M&C	01/13
Gemma Evans 1/25/11	District 1	M&C	01/14
Benjamin Mellman 1/10/12	District 1	M&C	01/15
Richard Williamson 05/08/12	District 3	M&C	05/15
Macrina Xavier 08/14/12	District 1	M&C	08/15
Stephen Brimer 02/26/13	District 1	M&C	02/16

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.

Education Advisory Committee			
Appointee	Represents	Appointed by	Term Expires
Stephen Brimer 5/14/13	District 1	M&C	05/15
Kennis Termini 11/09/11	District 1	M&C	11/13
Charlene Mahoney	District 2	M&C	12/14
VACANT	District 2	M&C	
Harold Jimenez 4/14/09	District 3	M&C	11/13
Araceli Jimenez 4/14/09	District 3	M&C	11/13
Melissa Day 9/15/10	District 3	M&C	11/14
Carolyn Bernache 2/9/10	District 4	M&C	02/14
Doris Ellis 9/28/10	District 4	M&C	09/13
Peggy Wilson 6/8/10	UMCP	UMCP	02/14

Resolutions 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
Edward Maginnis 09/13/11	District 1	Mayor	09/13
VACANT	District 2	Mayor	
Sean O'Donnell 4/13/10	District 3	Mayor	04/12
Gail Kushner 09/13/11	District 4	Mayor	09/13
Robert Thurston 9/13/05	At Large	Mayor	09/12
Alan C. Bradford 1/23/96	At-Large	Mayor	11/12
Frank Rose 05/08/12	At-Large	Mayor	05/14

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.

Farmers Market Committee			
Appointee	Represents	Appointed by	Term Expires
Margaret Kane 05/08/12	District 1	M&C	05/15
Robert Boone 07/10/12	District 1	M&C	07/15
Leo Shapiro 07/10/12	District 3	M&C	07/15
Julie Forker 07/10/12	District 3	M&C	07/15

Kimberly Schumann 09/11/12	District 1	M&C	09/15
VACANT			
VACANT		M&C	
VACANT	Student	M&C	

Established April 10, 2012 by 12-R-07. Up to 7 members. Quorum = 3. Three year terms. Not a compensated committee. Liaison: Planning Department. Agreement reached during July 3, 2012 Worksession to fill the seven positions as outlined above. Effective September 11, 2012 by 12-R-17: Membership increased to 8.

Housing Authority of the City of College Park			
Helen Long 11/12/02		Mayor	05/01/17
Betty Rodenhausen 04/09/13		Mayor	05/01/18
John Moore 9/10/96		Mayor	05/01/14
Thelma Lomax 7/10/90		Mayor	05/01/15
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.

Neighborhood Stabilization and Quality of Life Workgroup		
	Appointee	Represents
1	Andrew M. Fellows	Mayor
2	Patrick L. Wojahn	District 1 Councilmember
3	Monroe Dennis	District 2 Councilmember
4	Stephanie Stullich	District 3 Councilmember
5	Marcus Afzali	District 4 Councilmember
6	Lisa Miller	PGPOA Representative
7	Paul Carlson	PGPOA Representative
8	Richard Biffl	Landlord selected by Council
9	Andrew Foose	Landlord selected by Council
10	Jackie Pearce Garrett	District 1 Resident selected by Council
11	Jonathan Molinatto	District 1 Resident selected by Council
12	Robert Thurston	District 2 Resident selected by Council
13		District 2 Resident selected by Council
14	Kelly Lueschow-Dineen	District 3 Resident selected by Council
15	Sarah Cutler	District 3 Resident selected by Council
16	Suchitra Balachandran	District 4 Resident selected by Council
17	Bonnie McClellan	District 4 Resident selected by Council
18	Dr. Andrea Goodwin	UMD representative selected by University

19	Gloria Aparicio Blackwell	UMD representative selected by University
20	Chief David Mitchell (Jagoe – alt.)	University of Maryland Police Department rep
21	Josh Ratner	University of Maryland Student Government Liaison
22	Samantha Zwerling	Student Government Association representative
23	David Colon Cabrera	Graduate Student Government Association rep
24	Greg Waterworth	IFC/PHA representative
25	Robert W. Ryan	Director, College Park Public Services Department
26	Jeannie Ripley	Manager, College Park Code Enforcement Division
27	Major Rob Brewer (or alternate)	Prince George’s County Police Department
Established September 25, 2012 by Resolution 12-R-18. No terms. Not a compensated committee. Liaison: City Clerk’s office.		

Neighborhood Watch Steering Committee			
	Resident of:	Appointed By:	Term Expires:
Robert Boone 04/12/11	District 1	M&C	04/15
Aaron Springer 02/14/12	District 3	M&C	02/14
VACANT	District 4	M&C	
The Neighborhood Watch Steering Committee was 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	11/14
Harry Pitt, Jr. 9/26/95	District 2	Council, for District 2	03/16
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	12/12
Larry Wenzel 3/9/99	Alternate	Council - At large	12/12
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	Represents	Appointed by	Term Expires
Wade Price 12/14/05	District 1	M&C	02/15
Sarah Araghi 7/14/09	District 1	M&C	07/15
Alan C. Bradford 1/23/96	District 2*	M&C	02/14
VACANT	District 2	M&C	
Adele Ellis 9/13/88	District 3	M&C	02/14
VACANT	District 3	M&C	
Barbara Pianowski 3/23/10	District 4	M&C	03/13
VACANT	District 4	M&C	
Bettina McCloud 1/11/11	Mayoral	Mayor	01/14
Solennie Privett	Mayoral	Mayor	04/16

City Code Chapter 15 Article II: 10 members: two from each Council district appointed by the Mayor and Council and two members nominated by the Mayor and confirmed by the Mayor and Council. The Chairperson will be chosen from among and by the district appointees. 3 year terms. Not a compensated committee. Liaison: Public Services.

*Although Mr. Bradford lives in what is now considered District 1, his residence was part of District 2 when he was appointed. The designation of his residence was changed to District 1 during the last redistricting. He is still considered an appointment from District 2.

** Effective April 2012: Jay Gilchrist, Director of UMD Campus Recreation Services, changed his status from Rec Board member (Mayoral Appointment) to UM liaison to the Rec Board, similar to the M-NCPPC representative.

Rent Stabilization Board			
Appointee	Represents	Appointed by	Term Expires
Justin Fair 1/11/11	Member	M&C	01/14
VACANT		M&C	
Richard Biffi 6/6/06	Landlord	M&C	09/13
Bradley Farrar 6/14/11	Landlord	M&C	06/14
VACANT (formerly R. Day)		M&C	
VACANT		M&C	
Chris Kujawa 10/11/11	Resident	M&C	10/14

City Code Chapter 15 Article IX: Board shall have between 5 - 7 members appointed by M&C with priority given to the appointment of residents and to owners of real property located in the City. Three year terms. Vacancies shall be filled for unexpired portions of a term. At least two members should be tenants and two members should be landlords. Chairperson chosen by the Board from among the members. This is a compensated committee. Liaison: Public Services.

→7/10/12: Ordinance was extended until September 1, 2013, and the administration and enforcement of the law was suspended until September 1, 2013. The RSB is on hiatus. There is no need to maintain a quorum at this time.

Sustainable Maryland Certified Green Team		
Appointee	Represents	Term Expires
Denise Mitchell 04/10/12	City Elected Official	04/14
Patrick Wojahn 04/10/12	City Elected Official	04/14
Jonathan Brown	City Staff	04/14
Loree Talley 05/08/12	City Staff	05/14
Ballard Troy 05/08/12	CBE Representative	05/14
VACANT	A City School	
James Jalandoni 04/10/12	UMD Student	04/14
VACANT	UMD Faculty or Staff	
VACANT	City Business Community	
Ben Bassett - Proteus Bicycles 09/25/12	City Business Community	09/14
Rebecca Hayes 04/10/12	Resident	04/14
Christine Nagle 04/10/12	Resident	04/14
VACANT	Resident	
VACANT	Resident	
<p>Established March 13, 2012 by Resolution 12-R-06. Up to 14 people with the following representation: 2 elected officials from the City of College Park, 2 City staff, 1 representative from the CBE, 1 representative of a City school, 1 student representative from the University of Maryland, 1 faculty or staff representative from the University of Maryland, 2 representatives of the City business community, up to 4 City residents. Two year terms. Not a compensated committee. A quorum shall be 6 people. The SMC GT shall select a Chair and a Co-Chair from among the membership on an annual basis. The SMC GT should meet at least bi-monthly. The liaison shall be the Planning Department.</p>		

Tree and Landscape Board			
Member	Represents	Appointed by	Term Expires
Dennis Herschbach 3/26/02	Citizen	M&C	07/13
John Krouse	Citizen	M&C	11/14
VACANT	Citizen	M&C	
Mark Wimer 7/12/05	Citizen	M&C	02/14
Amelia Murdoch 9/9/97	Citizen	M&C	11/11
Ballard Troy – liaison to CBE	CBE Chair		
John Lea-Cox 1/13/98	City Forester	M&C	12/14
Jonathan Brown	Planning Director		
Brenda Alexander	Public Works Director		
<p>City Code Chapter 179-5: The Board shall have 9 voting members: 5 citizens appointed by M&C, plus the CBE Chair, the City Forester, the Planning Director and the Public Works Director. Two year terms. Members choose their own officers. Not a compensated committee. Liaison: City Clerk's office.</p>			

Veterans Memorial Improvement Committee			
Appointee	Represents	Appointed by	Term Expires
Deloris Cass 11/7/01		M&C	12/15
Joseph Ruth 11/7/01	VFW	M&C	12/15
Leonard Smith 11/25/08		M&C	03/15
Blaine Davis 10/28/03	American Legion	M&C	12/15
Rita Zito 11/7/01		M&C	02/15
Doris Davis 10/28/03		M&C	12/15
Mary Cook 3/23/10		M&C	03/13
VACANT		M&C	
VACANT			
Resolution 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.			