

**JANUARY 8, 2013
CITY OF COLLEGE PARK
COUNCIL CHAMBERS**

**6:50 P.M.
EXECUTIVE SESSION
(To Consult with Counsel on a Legal Matter)**

**7:30 P.M.
MAYOR AND COUNCIL MEETING
AGENDA**

MEDITATION

PLEDGE OF ALLEGIANCE: Councilmember Day

ROLL CALL

MINUTES: Regular Meeting of December 11, 2012.

ANNOUNCEMENTS

ACKNOWLEDGMENT OF DIGNITARIES

ACKNOWLEDGMENT OF NEWLY APPOINTED BOARD AND COMMITTEE MEMBERS

AWARDS

PROCLAMATIONS – Tribute to Dr. Martin Luther King, Jr., “Promises To Keep, A Dream To Realize”

AMENDMENTS TO THE AGENDA

CITY MANAGER’S REPORT: Joe Nagro

STUDENT LIAISON’S REPORT: Josh Ratner

COMMENTS FROM THE AUDIENCE ON NON-AGENDA ITEMS:

PRESENTATIONS

CONSENT AGENDA

13-G-01 Award of FY '13 Fire Department Capital Equipment Grants to fire companies providing “first response” to portions of the City, as follows: 1) \$15,000 to College Park Volunteer Fire Department, Inc. to apply to debt service on 2012 Pierce Pumper, which was delivered in May 2012; 2) \$15,000 to Branchville Volunteer Fire Company & Rescue Squad, Inc. to apply to debt service on new 2012 Ford F-450 ambulance chassis with Horton box, which was

Motion by:
To: Adopt
Second:
Aye: _____
Nay: _____
Other: _____

delivered in November 2012; and 3) \$15,000 to Berwyn Heights Volunteer Fire Department & Rescue Squad, Inc. to apply to debt service on 2010 Seagrave aerial ladder truck which responds to high-rise buildings in the City and on the UM campus. These grants are funded in C.I.P. project 012006, account 25-40.

- 13-R-01 Resolution of the Mayor and Council of the City of College Park Maryland to extend the Downtown College Park Management Authority for a three year term ending on or about January 1, 2016.
- 13-G-02 Approval of a letter in support of PG 401-13-Prince George's County-Authority to Impose Fees for Use of Disposable Bags
- 13-G-03 Authorize the City Manager to exercise the option to extend the Police Services Agreement for an additional three year period from October 2011, to ratify the Police Services Agreement extension from October 2011 to January 2013, and to renew the Police Services Agreement for the remainder of the three year period from January 2013 to October 2014.
- 13-G-04 Authorize the City Manager to establish and enforce a new residential permit parking zone to include the 5200 and 5300 blocks of Lackawanna Street, from 52nd Avenue East to the dead end of Lackawanna, and the 9600 and 9700 blocks of 53rd Avenue, from the dead end of 53rd Avenue north to 52nd Place. This permit parking zone shall be enforceable seven days a week, from 6 a.m. to 12 a.m.
- 13-G-06 Approval of a letter to Prince George's County Executive Rushern Baker regarding career staffing at the Branchville Volunteer Fire Company and Rescue Squad, Inc.

ACTION ITEMS

- 13-G-07 Award of the following FY '13 Public School Education Grants: \$2,500 to Berwyn Heights Elementary School for the Healthy Initiative project; \$2,500 to High Point High School for an Outreach Coordinator; \$2,500 to University Park Elementary School for STEM Fair/Extended Learning Program; \$7,500 to Hollywood Elementary School for Equipment Investment to Enhance Educational Opportunities; \$7,500 to Paint Branch Elementary School for Extended Learning Opportunities; and \$7,500 to Parkdale High School for Positive Behavioral Intervention and Supports/Essential 50 Mentoring Program.
Motion by: Mitchell
To: Approve
Second:
Aye: _____
Nay: _____
Other: _____
- 13-G-05 Approval of a letter to the District Council with comments on Planning Board action on the Preliminary Greenbelt Metro Area and MD 193 Corridor Sector Plan and Proposed Sectional Map Amendment
Motion by: Wojahn
To: Approve
Second:
Aye: _____
Nay: _____ Other: _____

Within The City From Its Intersection With Mowatt Lane To Adelphi Road, And Containing Approximately 4.4529± Acres
(The Public Hearing is Scheduled for February 12, 2013 at 7:15 p.m.)

13-R-02 Resolution Of The Mayor And Council Of The City Of College Park To Adopt An Annexation Plan For The Annexation Of Approximately 4.4529± Acres Of Land, To Include The Properties Known As The Domain Property, A Portion Of Mowatt Lane Abutting This Property, And That Portion Of Campus Drive Not Presently Within The City From Its Intersection With Mowatt Lane To Adelphi Road

Motion by: Day
To: Adopt
Second:
Aye: _____
Nay: _____
Other: _____

13-G-08 Appointments To Boards and Committees

Motion by:
To:
Second:
Aye: _____
Nay: _____
Other: _____

UPDATE FROM STAFF ON THE CAFRITZ PRELIMINARY PLAN OF SUBDIVISION
COUNCIL COMMENTS
COMMENTS FROM THE AUDIENCE
ADJOURN

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.
This agenda is subject to change. For current information, please contact the City Clerk.

MINUTES

MINUTES
Regular Meeting of the College Park City Council
Tuesday, December 11, 2012
7:30 p.m. – 8:43 p.m.

PRESENT: Mayor Fellows; Councilmembers Kabir, Wojahn, Catlin, Dennis, Stullich (arrived at 7:34 p.m.), Day, Afzali and Mitchell.

ABSENT: None.

ALSO PRESENT: Joe Nagro, City Manager; Janeen Miller, City Clerk; Suellen Ferguson, City Attorney; Chantal Cotton, Assistant to the City Manager; Terry Schum, Director of Planning; Bob Ryan, Director of Public Services; Bob Stumpff, Director of Public Works; Josh Ratner, Student Liaison.

Mayor Fellows opened the meeting at 7:30 p.m. Councilmember Day led the Pledge of Allegiance.

Minutes: A motion was made by Councilmember Wojahn and seconded by Councilmember Mitchell to approve the minutes of the Public Hearing on November 27, 2012 on Ordinance 12-O-10 and the Regular Meeting on November 27, 2012. The motion passed 7 – 0 – 0.

Announcements:

Councilmember Kabir said the North College Park Citizens Association would meet on Thursday night at Davis Hall.

Councilmember Wojahn said the College Park Community Foundation got its official start with the installation of the Board of Directors.

(Councilmember Stullich arrived)

Councilmember Catlin said the Berwyn District Civic Association would hold their annual holiday party on Saturday December 15 at Fealy Hall from 1 – 3.

Councilmember Dennis said Thursday night the Lakeland Civic Association would hold its monthly meeting at the College Park Community Center. Saturday December 15 is the holiday party and Christmas tree lighting.

Councilmember Stullich said the Calvert Hills Citizens Association would meet on Wednesday night December 12 at the Old Parish House.

Councilmember Mitchell said the Prince George's County Municipal Association would meet on Thursday night at the City of Bowie.

Amendments to the Agenda: None.

Appointment to College Park Housing Authority and Oath of Office: A motion was made (12-G-125) by Councilmember Stullich and seconded by Councilmember Day to appoint Carl

Patterson (a resident of Attick Towers) to the College Park Housing Authority. The motion passed 8 – 0 – 0. Mayor Fellows then administered the Oath of Office to Mr. Patterson.

City Manager's Report: This is the last Council meeting of 2012. There was discussion of the January 2 Worksession and a decision was made to begin that meeting at 6:30 p.m. because of the long agenda. Mr. Nagro reminded the Council that beginning January 2 the Parking/Finance window hours will be 8:00 a.m. – 7:00 p.m. M-F, and 1 – 5 p.m. on Saturday. City offices will be closed on December 24 and December 25. Trash and recycling will be pushed back two days that week. Mr. Nagro then introduced Dr. Mary Ann Rankin, Senior Vice President and Provost of the University of Maryland.

Dr. Mary Ann Rankin introduced herself and told Council about her role at the University of Maryland and described some of her goals. She began on October 1 and oversees the academic programs and budget under Dr. Wallace Loh.

Student Liaison's Report: Mr. Ratner reported that the SGA supported the increase in STEM funding in the budget, the offshore wind energy act, the disposable bag fee, and passed a resolution to increase voter turnout among students. They also passed legislation to encourage the University to detail how they will implement their climate action plan. Over winter break he will work with Dean Wiseman to make recommendations on how students can become involved in the College Park Academy.

Comments from the Audience on Non-Agenda Items:

Kennis Termini, 5029 Edgewood Road: She spoke in favor of the License Plate Reader cameras. Since this is an upcoming agenda item, Mayor Fellows asked her to wait until the agenda item is discussed.

Consent Agenda:

A motion was made by Councilmember Day and seconded by Councilmember Mitchell to adopt the Consent Agenda which consisted of the following items:

- 12-G-118 Award of a contract for replacement of the Narragansett Parkway guardrail RFP CP-12-12 to Long Fence Company, Inc. in the amount of \$144,618, and authorization for the City Manager to sign the contract.
- 12-G-119 Award of a three-year Public Works uniform contract to Cintas Corporation of Landover, Maryland for RFP CP-13-03 in the approximate amount of \$42,222 (depending on number of employees and uniform types), and authorize the City Manager to sign the contract.
- 12-G-120 Approval of 2013 Mayor and Council Meeting Schedule.

The motion passed 8 – 0 – 0.

Action Items:

- 12-G-121 Award of Contract to Avrio RMS Group for license plate reader cameras at two locations, St. Andrews Place at Metzertott Road and Edgewood Road at Rhode Island Avenue, and Authorize the City Manager to Sign the Contract (Requires a super majority vote)**

A motion was made by Councilmember Mitchell and seconded by Councilmember Afzali to award a contract to install license plate reader cameras at two intersections, St. Andrews Place at Metzertott Road, and, Rhode Island Avenue at Edgewood Road, and to authorize the City Manager to sign a contract with Avrio Group Surveillance Systems, LLC, in essentially the form as attached, for this purpose.

Councilmember Mitchell stated that in October of 2011, the Mayor and Council designated \$350,000 of FY 2011 revenue from speed camera enforcement for additional public safety expenditures. These included the purchase of cameras/license plate readers, capital equipment grants awarded to the three fire companies providing first response to portions of the City, replacement of the wood guardrail on Narragansett Parkway, four new streetlight installations and a crosswalk with flashing lights near Duvall Field. Funds were earmarked for CCTV/LPR cameras/license plate readers at St. Andrews Place at Metzertott Road and Edgewood Road at Rhode Island Avenue. Avrio submitted their proposal for this purpose.

Comments from the audience:

Kennis Termini, 5029 Edgewood Road: She brought the COPS officer to address any concerns.

Cpl. Errol Lobin discussed his experience as a County police officer using license plate reader cameras: He believes these are essential to crime fighting in our community.

Councilmember Kabir is in support of this proposal but received e-mails from two of his constituents with concerns about privacy. He asked if the Council would get any report on the use of the data. Mr. Ryan said no specific information would be provided to Council but staff would advise Council on the usefulness of the cameras periodically. Mr. Nagro clarified that information from the cameras would only be downloaded if there was an incident and subsequent request by police.

Mr. Ratner said that students are concerned about people coming in to the City and targeting students and believes this will be helpful in catching people who try to commit those crimes.

Councilmember Wojahn supports the proposal and understands the privacy concerns. He said the ACLU's position is that these cameras can be a useful tool for police but that the data should not be retained for a long period of time and the uses are made clear. He believes we have met this standard and he is comfortable with supporting the motion.

The motion passed 8 – 0 – 0.

12-G-122 Authorization for City Staff to explore two options for operation of the Downtown College Park Farmers Market, and authorization for the release of a Request for Qualifications.

A motion was made by Councilmember Stullich and seconded by Councilmember Day that the City Council authorize city staff to release a Request for Qualifications for an independent contractor to operate the Downtown College Park Farmers Market for the 2013 season. Concurrently, staff would be authorized to explore the option of operating the market through an entity or individual separate and distinct from the City with minimal oversight by the City.

The Farmers Market Committee that was created by Council reported their recommended changes to the current operation of the Downtown College Park Farmers Market. Based on their research and discussions with other markets, the Committee found that farmers markets perform best when there is a dedicated market master in place to operate the market. The Committee explored three models for operating the market and discussed those options with City staff and the City Attorney. The independent contractor or the separate entity models are preferred at this time. Issuing an RFQ to solicit interest from potential independent contractors would enable the City to assess the level of interest in such a contract and estimate the cost. City staff will contact experienced market masters who independently operate other farmers markets in the region to solicit their interest in managing an additional market.

There were no comments from the audience or from the Council.

The motion passed 8 – 0 – 0.

12-G-123 Approval Of A Letter To The 21st District Delegation Requesting Legislation In Support Of Revisions To The Prince George's County School Facilities Surcharge Fee Waiver Districts

A motion was made by Councilmember Stullich and seconded by Councilmember Afzali to authorize a letter to the 21st District delegation requesting they sponsor legislation to change to the school facilities surcharge exemption areas. The letter requests legislation to remove certain areas, designated as 2, 3, 5 & 6, from the exemption-eligible zones.

Councilmember Stullich said the Council is supportive of building additional student housing close to campus and has supported legislation in the past to incentivize that; at the same time we want to see balanced redevelopment and a range of housing options. There has been success in building student housing, but limited interest from developers in anything other than student housing. The legislation was originally created at a time when there was a severe student housing shortage. This request would retain but narrow the exemption zone to focus on the areas that are best suited for student housing projects now.

Student Liaison Josh Ratner asked if this legislation would apply to the proposed Maryland Book Exchange student housing project. The City Attorney said there is case law about when a right attaches to a development and when it does not. She is not prepared to discuss it further at this time.

The motion passed 8 – 0 – 0.

12-G-124 Appointments To Boards and Committees

A motion was made by Councilmember Dennis and seconded by Councilmember Mitchell to appoint Charlene Mahoney to the Education Advisory Committee, Suzy Bellamy to the Noise Control Board, Larry Bleau to the Advisory Planning Commission, Blaine Davis to the Cable Television Commission, Donna Weene to the Committee for a Better Environment, John Lea-Cox to the Tree and Landscape Board, and Deloris Cass, Joseph Ruth, Doris Davis and Blaine Davis to the Veterans Memorial Improvement Committee. The motion passed 8 – 0 – 0.

Comments From The Audience:

Charlene Mahoney: Thanked the Council for her appointment to the Education Advisory Committee.

Council Comments:

Councilmember Afzali reminded everyone that Santa Claus will be in College Park on Saturday.

Councilmember Catlin said Monday evening there will be an information meeting about the College Park Academy. The Academy is planning to open next year at St. Marks in Adelphi.

Councilmember Wojahn asked for information about who the City uses for battery recycling and what they do with them.

Council discussed UMD President Wallace Loh's invitation to dinner.

Councilmember Kabir said north College Park is having a winter coat drive; drop off coats to the box inside Pizza Roma in the north College Park shopping center.

Adjourn: A motion was made by Councilmember Afzali and seconded by Councilmember Mitchell to adjourn the meeting. Mayor Fellows adjourned the meeting at 8:43 p.m. with a vote of 8 – 0 – 0.

Janeen S. Miller, CMC
City Clerk

Date
Approved

Pursuant to §C6-3 of the College Park City Charter, at 11:21 p.m. on December 4, 2012 in the Council Chambers of City Hall, a motion was made by Councilmember Dennis and seconded by Councilmember Day to enter into an Executive Session for the following reasons:

G: To Consult with Counsel on a legal matter

The motion passed 8 – 0 – 0.

Present: Mayor Fellows; Councilmembers Kabir, Wojahn, Dennis, Catlin, Stullich, Day, Afzali and Mitchell.

Absent: None.

Also Present: Joe Nagro, City Manager; Janeen Miller, City Clerk; Suellen Ferguson, City Attorney; Chantal Cotton, Assistant to the City Manager; Bob Ryan, Director of Public Services; Jeannie Ripley, Code Enforcement Manager; Josh Ratner, Student Liaison.

Topics Discussed: The City Attorney advised the City Council about legal issues related to the City's noise enforcement program.

Actions Taken: None.

Adjourn: A motion was made by Councilmember Afzali and seconded by Councilmember Stullich to adjourn the Executive Session, and with a vote of 8 – 0 – 0, Mayor Fellows adjourned the Executive Session at 11:48 p.m.

PROCLAMATION

PROCLAMATION
CITY OF COLLEGE PARK, MARYLAND
22nd ANNUAL TRIBUTE TO
DR. MARTIN LUTHER KING, JR.

“Promises To Keep, A Dream To Realize”

WHEREAS, Dr. Martin Luther King, Jr. advocated nonviolent action to promote equal rights and economic justice worldwide; and

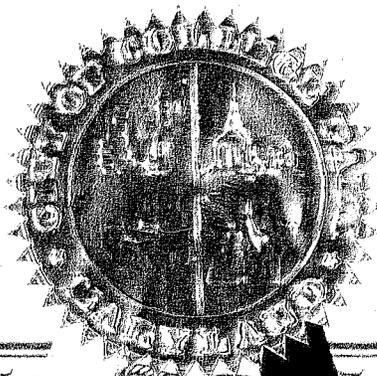
WHEREAS, Dr. King’s many notable speeches, sermons and writings, including his Nobel Peace Prize lecture and “Letter from a Birmingham Jail” are among the most revered orations and writings in the English language; and

WHEREAS, in 1963, Dr. King was one of the driving forces behind the March for Jobs and Freedom, more commonly known as the “March on Washington,” which drew over a quarter-million people to the national mall. It was at this march that Dr. King delivered his famous “I Have a Dream” speech, which cemented his status as a social change leader and helped inspire the nation to act on civil rights; and

WHEREAS, Dr. King’s unique approach to the philosophy of nonviolent action stands as one of the most successful alternatives to the world’s ongoing struggles with war and social injustice.

NOW, THEREFORE, I, Andrew M. Fellows, as Mayor of the City of College Park, Maryland, join the City Council in celebrating this 22nd Annual College Park Tribute to Dr. Martin Luther King, Jr.’s leadership and legacy.

PROCLAIMED THIS 8th DAY OF JANUARY, 2013.



Andrew M. Fellows, Mayor
City of College Park, Maryland

13-G-01

MEMORANDUM

TO: Mayor & Council
THROUGH: Joseph L. Nagro, City Manager 
FROM: Stephen Groh, Director of Finance 
DATE: December 6, 2012
SUBJECT: FY2013 Fire Department Capital Equipment Grants

The FY2013 adopted budget provides \$45,000 in funding (in C.I.P. project 012006, account 25-40) for capital equipment grants of \$15,000 each to the 3 fire companies providing first response to residents of the City for the purchase and/or financing of capital equipment needs. Applications were sent to College Park, Branchville and Berwyn Heights Volunteer Fire Departments, and each department submitted complete applications by the December 6 deadline.

Submitted applications are summarized as follows:

College Park Volunteer Fire Department, Inc.	Apply to debt service on 2012 Pierce Pumper, which was delivered in May 2012. Total cost for this new pumper was \$502,814.	\$15,000
Branchville Volunteer Fire Company & Rescue Squad, Inc.	Apply to debt service on new 2012 Ford F-450 ambulance chassis with Horton box, which was delivered in November 2012. Total acquisition cost was \$240,000.	\$15,000
Berwyn Heights Volunteer Fire Department & Rescue Squad, Inc.	Apply to debt service on 2010 Seagrave aerial ladder truck which responds to high-rise buildings in the City and on the UM campus. Semi-annual debt service is \$42,000.	\$15,000

We recommend that Mayor & Council review the submitted applications and make grant awards.

13-R-01

**RESOLUTION
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK,
MARYLAND TO EXTEND THE DOWNTOWN COLLEGE PARK
COMMERCIAL DISTRICT MANAGEMENT AUTHORITY**

WHEREAS, Ordinance 87-0-8 created the Downtown College Park Commercial District Management Authority for a three-year term and the Authority has continued to be extended by the Council at the request of the Authority; and

WHEREAS, the Mayor and Council of the City of College Park has received a written request from the Commercial District Management Authority, dated December 4, 2012, that the Authority be extended for an additional three-year term; and

WHEREAS, the Mayor and Council of the City of College Park deem it in the best interests of the College Park community to extend the Authority for an additional three-year term.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of College Park that the Downtown College Park Commercial District Management Authority, operating pursuant to the provisions of Article III of Chapter 11 of the College Park Code, is extended for an additional three-year term ending on or about January 1, 2016.

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, City Clerk

By: _____
Andrew M. Fellows, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

Suellen M. Ferguson, City Attorney

13-G-02

January 9, 2013

Delegate Jolene Ivey, Chair
Prince George's County House Delegation
House Office Building, Room 207
6 Bladen Street
Annapolis, MD 21401

Re: **Support for PG 401-13 – Authority to Impose Fees for Use of Disposable Bags**

Dear Madame Chair and Delegation Members:

The City of College Park submits this letter in support of PG 401-13. This legislation coincides with our strategic plan goal of leading the community in environmental conservation, protection, restoration, and energy efficiency.

Recent studies show that Americans use over 100 billion plastic bags each year which requires about 12 million barrels of oil to produce. This creates a cycle of problems which start with the dirty oil used for bag creation, leads to many bags polluting our streams and waterways, and forces our local governments and residents to hold the responsibility to clean up the mess. Not only do we harm the environment by creating so many plastic bags, but we also pay to remove them from our communities and waterways.

PG 401-13 enables Prince George's County to implement a fee for the use of disposable bags in commercial establishments. The fee would apply to retail facilities that provide disposable bags to its customers as a result of product sales. It excludes restaurant, medication, newspaper, dry cleaning, and frozen and baked goods bags. The bill allows Prince George's County to participate in the region-wide effort to clean up our watershed. It also increases the quality of life for College Park and other County residents.

I encourage you to support PG 401-13 with a favorable vote once it comes out of the Prince George's County House Delegation County Affairs Committee.

Sincerely,

Andrew M. Fellows
Mayor

cc: 21st Delegation
Delegate Jay Walker, Chair, County Affairs Committee
Council Member Eric Olson, Prince George's County
Council Member Mary Lehman, Prince George's County

13-G-03

**POLICE SERVICES AGREEMENT
PRINCE GEORGE'S COUNTY AND CITY OF COLLEGE PARK**

This Agreement made this 15th day of October, 2008 by and between Prince George's County, Maryland, a body corporate and politic, hereinafter called the County, and the City of College Park, a municipal corporation of the State of Maryland, hereinafter called the City.

WHEREAS, the parties believe it is in the best interest of all parties to have coordinated law enforcement efforts;

WHEREAS, the City does not now have its own law enforcement agency;

WHEREAS, the City desires to have enhanced police presence and capabilities within its geographic boundaries for supplemental services; and

WHEREAS, the City, with the permission of the County, currently directly employs a number of part time County officers ("part time officers") to provide supplemental police services; and

WHEREAS, the City has determined that increased police presence for supplemental services through employment of full time County officers ("full time officers") directly through the County is in the public interest and would support the general health, safety and welfare of City residents; and

WHEREAS, the parties desire to contract for said supplemental police services as are specifically described herein.

NOW THEREFORE, the premises considered, the parties do hereby agree as follows:

1. Agreement to Supply Supplemental Police Service. The County, for and in consideration of the payments hereinafter agreed to be made by the City, hereby covenants and agrees to furnish the City three full time police officers during the life of this contract, available for a maximum of 6240 hours of supplemental police services per annum, said hours to be scheduled by agreement between the parties to best serve the purposes of this Agreement. The number of full time officers to be provided may be increased or decreased as the City's needs require upon agreement of the parties. The total hours includes the time an officer is required to attend court on cases resulting from policing activities which occur during full time assignment to the City and for in-service training that shall not exceed forty (40) hours in any contract year. When the use of sick and injured, annual, administrative, reserve, or any other type of leave of any one officer, or the time that an officer is placed on light duty, exceeds fifteen (15) consecutive scheduled work days, the County shall provide a substitute officer until the officer is returned to full duty. The assigned officers shall have the rank of police officer, police officer first class or corporal. The selection and performance of all persons assigned as full time officers must be acceptable to the City and County. Any officer whose selection or performance is not

acceptable to the City or County will be reassigned. The City and County shall engage in periodic review of the full time services provided under this Agreement at least once per quarter. The City and the County agree to formulate evaluation standards for use during such periodic reviews.

2. Place and Nature of Services. The full time officers provided under this Agreement will render supplemental services, which shall in no way affect or replace the regular police services provided by the County in the regular course of police patrols, and/or by special assignment teams, as may now or hereafter be generally provided for County citizens within the City. In the event this regular service is required to be enhanced as a result of population increase, general disturbances, or other similar reasons, the regular course of increased service will be provided without cost or expense to the City. Full time officers and the City will coordinate with the investigative command in District I and the officers will attend regular meetings to discuss crime trends in the District. Full time officers are not required to attend roll call in the District. Full time officers are required to check the City and County alerts located at the City Hall police office at the beginning of each shift.

In order to provide the City with the best possible use of these full time officers, the Prince George's County Public Safety Communications dispatchers will not dispatch the full time officers. Generally, full time officers shall follow the direction of the City with respect to their duties during a shift. Full time officers will not be dispatched by the County as primary or reporting officers except in emergency situations. Full time officers are authorized to be primary or reporting officers for incidents that they witness and may, at their discretion or as directed by the City, take reports from citizens for lower priority County calls and assist with traffic control at an incident when sufficient on-duty officers are not available. The County further agrees that such services will include the enforcement of the State statutes and County ordinances. Full time officer duties do not include enforcement of City ordinances, provided, however, that full time officers may be assigned to accompany City code enforcement officers while enforcing City law.

Full time officers shall remain within City limits while on duty. Full time officers will not be dispatched to calls for service outside of City limits. This provision shall not prevent full time officers from being dispatched to critical incidents outside the City where there is a risk of imminent, grievous bodily harm and when the full time officer is the closest available officer to the incident.

The services provided hereunder are deemed to be supplemental law enforcement functions, as contemplated in Paragraph 1 of this Agreement, within the corporate limits of the City, and in addition to the regular patrol protection provided by the County Police Department. These services will not in any manner supplant or replace regular patrol services provided by the County Police Department and will not be considered as services that would be subject to tax differential consideration.

The Chief of Police of Prince George's County shall make all determinations in scheduling and designating the patrols of officers supplied under this Agreement, subject to the approval of the City Manager. The standards of performance, evaluation and disciplining of officers, other matters incident to the performance of the services to be provided hereunder, and

the control of personnel providing such services shall be in accordance with County practices and the Police General Order Manual.

The parties recognize that the City also directly employs part time County police officers. The parties agree that the full time officers and part time officers will coordinate with each other and cooperate in providing services to the City. The parties also recognize that cooperation between the full time and part time officers is critical to the success of this program.

3. Personnel and equipment. The County shall furnish and supply all necessary labor, supervision, equipment, vehicles with computer terminals, communication facilities, and supplies necessary to maintain the performance of services to be rendered hereunder. The City, subject to the approval of the Chief of Police, may issue additional equipment as required for provision of services under this Agreement. Full time officers shall carry City issued radios at all times while on duty. Radios issued by the City shall only be used to communicate with City employees and will not be used in lieu of County Police radios when County Police regulations and protocols require the use of County Police radios. In the event it shall be decided by the parties hereto that a law enforcement headquarters be maintained within the City limits, the City shall furnish it at its own cost and pay for the expenses of office space, furniture, furnishings, office supplies, custodial services, telephone, heating and electrical services, water and other utilities. Any files, disks, desks, lockers, etc. must be available for inspection by the County Police Department's designated supervisor at any time. If such law enforcement headquarters is established, such quarters may be used by the Chief of Police of the County or his designees, in connection with the performance of police protection services in areas outside the City boundaries, without expense to the County, and the performance of such duties are not chargeable to the City. In special instances where special supplies, stationery, notices, forms and similar material are to be issued in the name of the City, the same is to be supplied by the City at its own expense. The City agrees to provide to the County the funds to purchase one police patrol vehicle every four years this agreement is in existence; the City will not be responsible for the cost of equipping the patrol vehicle. The first vehicle under this Agreement will be purchased in October 2012.

4. Designation of Employees. All persons employed in the performance of police services and functions, as herein set forth, shall be County employees with all rights and privileges of the Merit Regulations and the Personnel Law, including attendance and leave, and no person employed for the herein described purposes shall have the benefit of any City employee benefit, pension, civil services or any such status or right. To the extent permitted by law, each County officer or employee engaged in performing any services under this Agreement shall be an agent of the County. Whenever said officer or employee is enforcing a State law or County ordinance while engaged in performing any service under this Agreement, the County, to the extent permitted by law, agrees to hold harmless and indemnify the City from any liability connected therewith.

5. Obligation of the City. The City shall provide full cooperation and assistance to the County, its officers, agents and employees in order to facilitate and accomplish the services performed under this Agreement. The City shall not be required to pay or assume any liability for the payment of any salaries, wages or other compensation to any County employee for injury

or sickness arising out of his or her employment. The City shall designate a representative to act in the capacity of liaison between the City and representatives of the Chief of Police in matters pertaining to operational policies or procedures of full time officers.

6. Payment. The City shall pay the County for the cost of the full time officers consistent with the actual costs incurred by the County for the designated full time officers. The Chief of Police is to render a statement at the close of each semi-annual period, and the City shall pay the amount therein set forth within thirty (30) days after the receipt of such statement. If such payment is not received by the County within thirty (30) days after rendition of the billing, the County may satisfy such payment from any funds of the City in the hands of the County without advance notice to the City of the County's intention to do so, or proceed in the manner provided by law to collect such indebtedness.

7. Contract Sum. The City's reimbursement to the County shall be at the actual salaried rate of the officers, regardless of rank, plus all additional costs reflected in Attachment 1, which is incorporated herein. It is mutually agreed that the costs provided in Attachment 1 are an estimate. In the event any officer is replaced, a revised attachment shall be provided by the County reflecting the revised actual salary pay rate and reimbursement costs of the new officer and incorporated herein. This procedure shall remain for subsequent replacements. After the first year of the term of this Agreement, or on or before the first day of _____ next succeeding the date hereof, the Chief of Police of the County shall submit to the City an estimate of the costs of the County for the performance of the services to be rendered hereunder. Estimates shall include:

(a) The actual sum of the basic salaries for each fiscal year of the police officers necessary to perform the services contemplated in this Agreement. The officers shall have the rank of police officer, police officer first class or corporal.

(b) The cost of the following County employee benefits to the police officer multiplied by number of officers necessary to perform the services contemplated herein:

- (1) Major Medical, Optical and Prescription Plans
- (2) Retirement
- (3) Workers' Compensation
- (4) Life Insurance
- (5) Supplemental Insurance
- (6) Professional Liability

(c) Clothing Allowances multiplied by the number of officers necessary to cover the services agreed upon.

(d) Special Pays, including Shift Differential, Holiday Pay, Court Time and Overtime.

(e) Annual Leave, Sick Leave, Discretionary Leave and Personal Leave.

(f) The actual cost of vehicles and any rental equipment for the vehicles.

- (g) The cost of vehicle maintenance, gasoline and oil necessary to operate the vehicles.
- (h) The cost of vehicle insurance.
- (i) The cost of radio maintenance.

The aforementioned estimates shall be considered by the City and an amount arrived at and appropriated by the City in its budget for the ensuing fiscal year. Billings thereafter shall be accomplished as aforesaid and payment is to be made in accordance with the provisions of this Agreement.

8. Term. This Agreement shall be for a term of three years and shall be effective on the date of execution. At the option of either party with the acceptance by the other, this Agreement shall be renewable for successive periods not to exceed three years each. However, in the event that County funds required to perform this Agreement are not appropriated for a later fiscal year, the County's performance hereof shall terminate immediately upon the close of the year for which funds have been appropriated. Likewise, in the event that City funds required to perform this Agreement are not appropriated for a later fiscal year, the City's participation hereof shall terminate immediately upon the close of the fiscal year for which funds have been appropriated. Notwithstanding the provisions contained herein, either party hereto may terminate this Agreement upon notice in writing to the other party not less than two calendar months prior to the date of such termination.

9. Equipment. All equipment issued by the County and used in the performance of this Agreement, including vehicles, firearms, communication equipment and supplies shall remain the property of the County. All equipment issued by the City shall remain property of the City. The police vehicles assigned to the City under this Agreement shall, in addition to any County insignia displayed, include a display of the name of the City in easily discernible letters of comparable size and numerals as the County designation.

10. Reports. Incidental to and in addition to the services performed hereunder, the County shall furnish daily police reports of the activities of the officers assigned to perform the services of this Agreement. Such reports are to be delivered within a reasonable time to the Office of the City Manager. Full time officers shall provide those reports required by the City. The County agrees to provide updated information and beat book information to the City on a daily basis for both full time and part time officers to review. Further, the County agrees to provide COMPSTAT for Part I and Part II offenses and requested production reports for Baker 6 and 7 to the City as they become available. The City shall provide a facsimile machine for use by contract officers in the office space provided at City Hall. This machine shall be used to send reports generated by contract police officers to District One Headquarters on a daily basis. Further, the City shall provide by facsimile to District One Headquarters a copy of the weekly reports concerning police activity that are generated by the City's Public Services Department.

11. Terms and Conditions. This Agreement contains all the terms and conditions agreed

upon by the parties hereto and supersedes and cancels any and all previous agreements. No other agreements, oral and otherwise, shall be deemed to exist to bind any of the said parties with regard to the extra police services as set forth herein. This provision does not apply to a Memorandum of Understanding dated February 13, 2004, allowing the City to hire off duty Prince George's County police officers to perform supplemental duties in a secondary employment capacity, which shall remain in full force and effect. Any and all changes and/or modifications to this agreement by either party must be made in writing.

IN WITNESS WHEREOF, the City of College Park, pursuant to a Resolution duly adopted by its City Council on Aug. 12, 2008, has caused this Agreement to be signed by its Mayor and attested by its City Clerk, and Prince George's County has caused the same to be executed by the County Executive, or his designee, on the day and year first above written.

[THE REMAINDER OF THE PAGE WAS LEFT INTENTIONALLY BLANK]

Attest:

CITY OF COLLEGE PARK, MARYLAND

Janeen S. Miller
Janeen S. Miller, City Clerk

By: Joseph L. Nagro
Joseph L. Nagro, City Manager

PRINCE GEORGE'S COUNTY, MARYLAND

Guillermo E. Soria
Witness

By: Iris B. Boswell
Iris B. Boswell
Deputy Chief Administrative Officer for
Budget, Finance and Administration

REVIEWED AND APPROVAL RECOMMENDED:

Roberto L. Hylton
Roberto L. Hylton
Chief of Police

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Steph H. Cant
Associate County Attorney
Office of Law, Prince George's County, Maryland

Suellen M. Ferguson
Suellen M. Ferguson, City Attorney

Attachment 1 Police Services Agreement - Cost Estimate

Basic Salary:

Hourly Rate	\$31,4573	Estimated for 7 year officer (2 years as at Corporal)
Annual Salary	\$65,431	

Fringe Benefits:

Optical	160
Prescription Plan	2,585
Major Medical	9,593
Retirement	10,338
Workers' Compensation	1,832
Life Insurance	387
Supplemental Insurance	654
Professional Liability	1,500

Other Contractual Costs:

Clothing Allowance	1,350
Shift Differential	2,755
Holiday Pay	1,887
Court Time	708
Overtime	944
Annual Leave	6,543
Sick Leave	1,840
Discretionary	944
Personal	377

Vehicle Costs:

Vehicle Maintenance	3,036
Gas and Oil	2,058
Insurance	1,200
Radio Maintenance	106

Total Estimated Cost **\$116,229** **Per Officer Per Year**

Total Estimated Cost **\$348,687** **Three Officers Per Year**

13-G-04

13-G-06

January 8, 2013

The Honorable Rushern L. Baker, III
Prince George's County Executive
County Administration Building
14741 Governor Oden Bowie Drive, Suite 5032
Upper Marlboro, Maryland 20772-3050

Dear County Executive Baker:

The College Park City Council has just learned that the County career staffing at the Branchville Volunteer Fire Company and Rescue Squad (Company 11) is being eliminated this coming March. It is our understanding this action is supposed to ensure that the Prince George's County Fire and Emergency Medical Services Department meets commitments you made to the career fire service union for minimum career staffing at other County fire stations.

This planned action is unacceptable to the College Park City Council and City residents. The weekday time period currently staffed by County employees includes the time when all City elementary schools are in session. It includes the start of rush hour and related Beltway crashes in the north end of our City. It is the time of day when the University of Maryland is operating at full capacity. An adequately staffed Branchville station provides rapid response to emergency incidents.

The County already does not staff this fire station on weekends, weekday nights, rotating volunteer staffing utilization days, or career staff holidays. The burden of providing rapid first due response to the citizens of north College Park, and supporting response to all other areas of the City and surrounding areas now falls mostly upon the volunteer firefighters and emergency medical technicians in this station at all times except weekdays. The volunteers in this station include University of Maryland students, and working residents of College Park. It is too much for the County to ask of these volunteers to cover weekdays without career staff assistance, when they should be able to go to work or go to school.

The College Park City Council strongly opposes this proposed staffing cutback. This action puts City residents and workers, University of Maryland students, faculty and staff, and visitors to the City of College Park and its

surrounding area at a greater risk. We believe it is unreasonable for you to require the Prince George's County Fire and Emergency Medical Services Department to make these changes which will diminish emergency response resource availability and response times to aid our residents. We ask that you provide minimum staffing for all County fire stations by providing funding for sufficient Fire/EMS staffing County-wide, not by reducing County support of a fire station which is already staffed mostly by our volunteer City and County residents. In the interim time it will take to fund full minimum fire station staffing County-wide, we suggest that career staff vacancies in any one station be minimized so that volunteers may only be needed to cover the County's responsibility for emergency services on an occasional, predictable basis, as is currently done on scheduled, rotating, volunteer service utilization days in most county fire stations.

Please let us know how we can support your efforts to adequately fund and staff Prince George's County Fire/EMS stations.

Sincerely,

Andrew M. Fellows
Mayor

cc: The Honorable Mary Lehman
The Honorable Eric Olson
The Honorable Cheye Calvo
The Honorable Judith F. Davis
The Honorable Andrew Hanko
Dr. Wallace Loh
The Honorable Joseline Peña-Melnyk
The Honorable Ben Barnes
The Honorable Barbara Frush
The Honorable Jim Rosapepe
Fire Chief Marc Bashoor
Volunteer Fire Chief Leizear
Volunteer Fire Chief Corrigan

13-G-07

MOTION FOR COUNCILMEMBER MITCHELL
Award of Public School Education Grants

13-G-07

Motion:

I move that the City Council approve the award of the following FY '13 Public School Education Grants:

- \$2,500 to Berwyn Heights Elementary School for the Healthy Initiative project;
- \$2,500 to High Point High School for an Outreach Coordinator;
- \$2,500 to University Park Elementary School for STEM Fair/Extended Learning Program;
- \$7,500 to Hollywood Elementary School for Equipment Investment to Enhance Educational Opportunities;
- \$7,500 to Paint Branch Elementary School for Extended Learning Opportunities;
- \$7,500 to Parkdale High School for Positive Behavioral Intervention and Supports/Essential 50 Mentoring Program.

Additional Comments: The City of College Park has strong commitments to the education of its children and encourages partnership with its schools through the public school education grant process that is one of its several education initiatives. Each year the City releases education grant applications to those schools that serve children from College Park neighborhoods. The purpose of this grant process is to support school initiatives and provide additional educational support and/or creative initiatives to the students.

Grant amounts available are in two tiers - \$2,500 and \$7,500. The amount a school is eligible for is dependent on the number of College Park students in their school. Those schools with the largest number of College Park students are eligible for the \$7,500 grant and the others \$2,500. We appreciate these schools' participation in this process and our collaborative partnership with them.

13-G-05

**Motion for Councilmember Wojahn
Item No. 12-G-05**

**Letter to District Council on PGCPB No.
12-109 for Greenbelt Metro Area Sector Plan
and Sectional Map Amendment**

I move that the City Council approve a letter to the Prince George's County District Council that reflects the City's analysis of the Planning Board's resolution adopting the Greenbelt Metro Area and MD 193 Corridor Sector Plan and endorsing the Sectional Map Amendment and request the District Council to further amend the Sector Plan to incorporate City recommendations that were made on the record but not included in the resolution.

Comments:

- The City of College Park submitted written testimony on the Plan and testified at the joint public hearing held on October 2, 2012.
- The Prince George's County Planning Board approved Resolution 12-109 on December 13, 2012 adopting the Plan and was responsive to many of the City's comments and recommendations.
- Several issues of concern, however, were not adopted by the Planning Board and the City would like the District Council to address them in their final approval of the Plan and Sectional Map Amendment. These issues relate to potentially negative impacts on North College Park from proposed development such as the height of buildings in the North Core of Greenbelt Station, location of parking garages and design of beltway access ramps.
- The District Council will hold a worksession in mid March and may subsequently approve, amend or disapprove the Plan. The District Council may also hold an additional joint public hearing prior to acting on the Plan.

DRAFT

January 8, 2013

The Honorable Andrea Harrison
Chair, Prince George's County Council
County Administration Building
14741 Governor Oden Bowie Drive
Upper Marlboro, Maryland 20772

Re: Resolution PGCPB No. 12-109
Greenbelt Metro Area and MD 193 Corridor Sector Plan and Sectional Map
Amendment

Dear Ms. Harrison and Members of the County Council:

The City of College Park has completed a review of the above-referenced resolution adopting the Greenbelt Metro Area and MD 193 Sector Plan and endorsing the Sectional Map Amendment. The City of College Park provided written testimony for the joint public hearing held on October 2, 2012 and our review examined the specific comments and recommendations made by the City and the action taken by the Planning Board in respect to them. This review memorandum is attached for your information.

While many of the City's comments and recommendations were favorably addressed in the resolution, there are others that were not. These issues continue to be important to the City and are summarized below. Items 1, 2 and 3 are of particular importance and are considered priority issues for the City.

1. Development District Standards for Building Form in the North Core

The City asked that the maximum building height in the North Core be limited to 12 stories for any kind of development and that the height transition diagrams be revised to show a minimum required setback from the train tracks then a 4- to 8-story height zone of 250 feet followed by a 4- to 12-story height zone with a requirement for a building stepback after 8 stories.

2. North Core Parking Garages

The City asked that consideration be given to locating one or more parking garages along the Beltway to serve as a noise buffer and provide convenient access for commuters.

The City also asked for clarification on the building height standards for parking garages. While M-NCPCC staff agreed in the Digest of Testimony that clarification of building height was needed and a new standard would be

appropriate, the Planning Board did not revise the plan to include a new standard.

3. Beltway Access Ramps

The City asked that the approved design for the I-95/I-495 Greenbelt Metro Access Improvement Project already approved by the State Highway Administration and the Federal Highway Administration be retained in the plan.

4. Indian Creek

The City asked that the Indian Creek Stream Valley Park be removed from the DDOZ since no development is proposed for this area and there are no specific standards for the stream valley included in the Development District Standards.

The City also asked that a bubble be added to Map 15 on page 87 that would indicate that wetlands shall be preserved.

5. Pedestrians and Bicycles

The City asked for Strategy 2.5 on page 120 to include conducting a feasibility study for locating and financing a pedestrian/bicycle overpass or underpass in a location other than Huron Street.

The City also asked that reconstruction of the existing stairs near Branchville road east and west of the train tracks be considered to restore pedestrian access to Greenbelt Road including improvements to make the area accessible for bicycles and compliant with the Americans with Disabilities Act.

6. Greenbelt Station Parkway

The City asked for a revision to Map 19 on page 131 to show the recommended eastern alignment of the Greenbelt Station Parkway.

The City of College Park appreciates the opportunity to comment on the plan and urges the District Council to make these amendments to the plan to address the City's concerns. The City is aware of the City of Greenbelt's opposition to the plan and would not object if the District Council took additional time to remand the plan or further work with the impacted communities to resolve outstanding areas of disagreement.

Sincerely,

Andrew Fellows
Mayor, City of College Park

Attachment: College Park Memorandum dated December 28, 2012

cc: County Council members
Elizabeth Hewlett, Chair, Planning Board
Fern Piret, Planning Director
Mayor, City of Greenbelt

13-AR-01

RESOLUTION
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK
ENLARGING THE CORPORATE BOUNDARIES OF THE CITY BY ANNEXING
LAND CONTIGUOUS TO AND ADJOINING THE EXISTING CORPORATE
AREA TO INCLUDE THE PROPERTIES KNOWN AS THE DOMAIN
PROPERTY, A PORTION OF MOWATT LANE ABUTTING THIS PROPERTY,
AND THAT PORTION OF CAMPUS DRIVE NOT PRESENTLY WITHIN THE
CITY FROM ITS INTERSECTION WITH MOWATT LANE TO ADELPHI
ROAD, AND CONTAINING APPROXIMATELY
4.4529± ACRES

WHEREAS, the Mayor and Council of the City of College Park, Maryland, a municipal corporation of the State of Maryland (“City”), has determined to enlarge and extend the limits of the City by including therein property within Prince George’s County which is contiguous and adjoining to the existing boundaries of the City in accordance with the procedures set forth in Article 23A, Section 19 of the Annotated Code of Maryland, as amended, which property is more fully described in the metes and bounds descriptions dated December 4, 2012 and December 21, 2012, attached hereto as Exhibit A, and incorporated by reference (hereinafter referred to as “Annexation Area”). The Annexation Area includes the property more commonly known as the Domain Property, as well as a portion of Mowatt Lane abutting this property, and that portion of Campus Drive not presently within the City from its intersection with Mowatt Lane to Adelphi Road; and

WHEREAS, the Domain Property, comprising approximately 2.666 acres, more or less, consisting of five parcels now consolidated and referenced as Parcel “A”, as depicted on a plat titled “Domain College Park Parcel A” recorded among the Plat Records of Prince George’s County in Plat Book MMB 235, page 81, is owned by THC/UDR Domain College Park, LLC (hereinafter, “Owner”), a successor to Domain College Park, LLC, which entered into an Annexation Agreement with the City, dated January 25, 2011, and which is recorded among the Land Records of Prince George’s County at Liber 32510,

folio 176, a copy of which is attached hereto as Exhibit B and incorporated herein by reference, setting forth the terms and conditions upon which the City agrees to annex and the Owner agrees to the annexation of the Domain Property into the limits of the City; and

WHEREAS, the City has obtained the consent to annexation from the owner of at least 25% of the assessed value of the Annexation Area, which consent is contained in Exhibit B and in a Consent to Annexation, attached hereto as Exhibit C, which is incorporated herein by reference; and

WHEREAS, there are no persons who are registered as voters in Prince George's County elections and reside in the Annexation Area; and

WHEREAS, based upon the aforesaid consents and the Annexation Agreement, the Mayor and Council of the City has determined that it is in the public interest to initiate a Resolution to enlarge and extend the limits of the City to include the Annexation Area and to make applicable to that Annexation Area all laws which are now in force and effect, or which may be hereafter enacted, in the City.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City in legislative session assembled:

Section 1. That there is hereby annexed into the corporate limits of the City of College Park, a municipal corporation of the State of Maryland, all of that land within the Annexation Area, consisting of approximately 4.4529± acres of land as more particularly and fully described by a survey of courses and distances attached hereto as Exhibit A, and incorporated herein by reference as if fully set forth in the body of this Resolution;

Section 2. That from and after the effective date of this Resolution, the Annexation Area is subject to the terms and conditions of the said Annexation Agreement;

Section 3. That from and after the effective date of this Resolution, all provisions of the Constitution of Maryland, all laws of the State of Maryland applicable to the City, and all duly adopted Charter and Ordinance provisions of the City, shall be and are hereby extended and made applicable to such portion of Prince George's County as is, under the provisions of this Resolution, annexed to and made a part of the City. Nothing herein or elsewhere in the Resolution shall affect the power of the Mayor and City Council to amend or to repeal any Charter provision or Ordinance existing at the date of passage of this Resolution, or to enact and ordain any Ordinance which, at the date of passage of this Resolution, or hereafter, it may be authorized to enact or ordain;

Section 4. That the Annexation Area annexed to the City of College Park by this Resolution shall, in all respects and to all intents and purposes, be subject to the powers, jurisdiction and authority vested, or to be vested by law, in the Mayor and Council of the City of College Park, so far as the same may be consistent with the provisions of this Resolution, and the Annexation Area so annexed shall, in all respects, be taken and considered as part of the municipal corporation of the City of College Park.

Section 5. The City Manager shall cause a public notice to be published not fewer than two (2) times at not less than weekly intervals in a newspaper having general circulation in the City and in the Annexation Area which briefly and accurately describes the proposed change and the conditions and circumstances applicable thereto. The public notice shall further specify that a public hearing will be held on this Resolution by the Mayor and City Council of the City at 7:00 p.m. in the College Park City Hall, 4500 Knox Road, College Park, Maryland 20740, on the 12th day of February, 2013;

Section 6. This Resolution shall become effective forty-five (45) days from the date of enactment, unless within forty-five (45) days after the enactment the City receives a Petition for Referendum filed in accordance with the provisions of Article 23A, Section 19 (g) of the Annotated Code of Maryland, as amended;

Section 7. The City Manager shall promptly register both the original and new corporate boundaries of the City with the City Clerk, the Clerk of the Circuit Court for Prince George's County, the Department of Legislative Services for the State of Maryland, and the Maryland-National Capital Park and Planning Commission when the Resolution takes effect.

INTRODUCED, by the Mayor and Council of the City, at a regular legislative session on January 8, 2013.

ADOPTED, by the Mayor and Council of the City at a legislative session on _____, 2013.

WITNESS:

CITY OF COLLEGE PARK

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

By: _____
Andrew M. Fellows, Mayor

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

Suellen M. Ferguson, City Attorney

EXHIBIT 'A'
DESCRIPTION OF
3.1480 ACRES OF LAND
PROPERTY TO BE ANNEXED INTO THE
CITY OF COLLEGE PARK
BERWYN (21ST) ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND

Being a piece or parcel of land, hereinafter described, lying on the South side of Campus Drive and the West side of Mowatt Lane, situate near University Park, and being the property acquired by THC/UDR Domain College Park LLC, a Delaware limited liability company, by virtue of a Deed from Domain College Park, LLC, a Delaware limited liability company, dated June 10, 2011 and recorded among the Land Records of Prince George's County, Maryland in Liber 32748 at Folio 445, said property also being Parcel "A" as shown on a Plat of Subdivision entitled "Domain College Park, Parcel 'A'" and recorded among the aforesaid Land Records in Plat Book MMB 235 on Page 81, AND all that adjacent property lying between Parcel 'A' the existing College Park Boundary which runs along the centerlines of Campus Drive and Mowatt Lane being more particularly described in Maryland State Plane Coordinates NAD 83/91 datum as follows

Beginning for the said piece or parcel of land at a point in the outline of the College Park Boundary and in the centerline of Campus Drive, distant 319.97 feet westerly along said centerline from its intersection with the northerly end of Mowatt Lane, and running thence with the existing outline of the City of College Park the following two courses and distances

1. 0.33 feet along the arc of a curve deflecting to the left, having a radius of 1,475.90 feet and a chord bearing and distance of North 82°10'16" East, 0.33 feet to a point, thence
2. North 82°29'48" East, 319.64 feet to a point at the Northerly end of the centerline of the aforesaid Mowatt Lane, thence running with and binding on Mowatt Lane, and continuing with the outline of the City of College Park, the following course and distance
3. South 17°07'30" East, 354.71 feet to a point, thence leaving the said centerline of Mowatt Lane at right angles and leaving the outline of the City of College Park
4. South 72°52'30" West, 40.03 feet to a point at the southeast corner of the aforementioned Parcel "A", thence running with the southerly and westerly

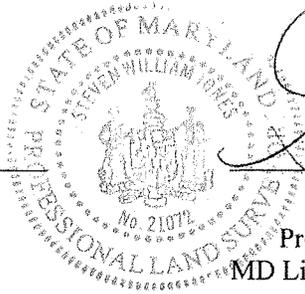
outlines of said Parcel "A" and with an extension of the said westerly line, the following three courses and distances

5. South 72°52'16" West, 287.61 feet to a point, thence
6. North 86°24'30" West, 74.09 feet to a point, thence
7. North 05°05'04" West, 390.59 feet to the point of beginning, containing 137,127 square feet or 3.1480 acres of land.

This description was prepared under my responsible charge and is in compliance with COMAR Regulation 09.13.06.12.

DATE:

12/4/12



A handwritten signature in black ink, appearing to read "Steven W. Jones", written over a horizontal line.

Steven W. Jones
Professional Land Surveyor
MD Lic. No. 21072 Exp. 02/08/2013

EXHIBIT 'B'
 SKETCH OF
 3.1480 ACRES OF LAND
 PROPERTY TO BE ANNEXED INTO
 THE CITY OF COLLEGE PARK
 BERWYN (21st) ELECTION DISTRICT
 PRINCE GEORGE'S COUNTY, MARYLAND

UNIVERSITY
 OF MARYLAND

RIGHT-OF-WAY AREA

TOTAL AREA: 26,213 s.f.
 OR 0.6018 Ac.

POINT OF
 BEGINNING
 $A=0.33'$
 $R=1,475.90'$

CAMPUS DRIVE

$N82^{\circ}29'48''E$ 319.64'
 EXISTING COLLEGE PARK BOUNDARY

SCALE: 1"=100'
 N
 MARYLAND STATE PLANE COORDINATES NAD 83/91

PARCEL
 "D-1"
 FRANK E
 PYWELL
 ESTATE

PROPERTY OF
 THC/UDR DOMAIN
 COLLEGE PARK LLC

DOMAIN
 COLLEGE PARK

PARCEL "A"

TOTAL AREA: 110,914 s.f.
 OR 2.5462 Ac.

MONATT LANE
 EXISTING COLLEGE PARK BOUNDARY
 $S77^{\circ}01'30''E$
 $S72^{\circ}52'16''W$
 $S72^{\circ}52'30''W$
 $S72^{\circ}52'30''W$
 $354.71'$
 $40.03'$

UNIVERSITY
 OF MARYLAND

N/F
 UNIVERSITY
 METHODIST CHURCH

PROPOSED COLLEGE PARK BOUNDARY
 PARCEL "B"
 CAMPUS DRIVE
 SUBSTATION
 No. 189

N/F
 THE CEDARS, LLC

N/F
 RIDGELY W., Jr.
 & MARY L. AXT

CPJ Charles P. Johnson & Associates, Inc.
 Civil and Environmental Engineers • Planners • Landscape Architects • Surveyors

1720 Elton Rd., Ste. 300 Silver Spring, MD 20905 301-434-7000 Fax: 301-434-9304
 www.cpj.com • Silver Spring, MD • Gaithersburg, MD • Frederick, MD • Fairfax, VA

Attached Xrefs:CPJ... 2009/CP-bldgs 2009

EXHIBIT 'A'
DESCRIPTION OF
1.3049 ACRES OF LAND
PART OF CAMPUS DRIVE BETWEEN
THE DOMAIN ANNEXATION AND ADELPHI ROAD
PROPERTY TO BE ANNEXED INTO THE
CITY OF COLLEGE PARK
BERWYN (21ST) ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND

Being a piece or parcel of land, hereinafter described, lying directly adjacent to and contiguous with the City of College Park boundary and being the south half of Campus Drive lying east of Adelphi Road and extending in an easterly direction to the property now, or to be acquired by the City of College Park and known as Domain College Park Parcel "A" and being more particularly described in Maryland State Plane Coordinates NAD 83/91 datum as follows

Beginning for the said piece or parcel of land at a point in the outline of the College Park Boundary and in the centerline of Campus Drive, distant 319.97 feet westerly along said centerline from its intersection with the northerly end of Mowatt Lane, and running thence with the existing outline of the City of College Park the following two courses and distances

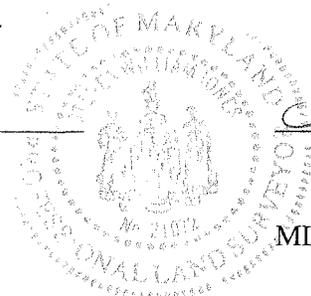
1. South 05°05'04" East, 30.04 feet to a point on the south right of way line for Campus Drive and the northeast corner of Parcel D-1 in the Frank E Pywell Estate subdivision, thence in a westerly direction along the north side of Parcel D-1 and with the south right of way line for Campus Drive
2. 208.26 feet along the arc of a curve, deflecting to the right, having a radius of 1,505.90 feet and a chord bearing and distance of South 86°30'51" West, 208.09 feet to a point, thence continuing with the said Parcel D-1 and thence with the north line of Parcel C, in the Frank E Pywell Estate,
3. South 79°14'23" West, 113.53 feet to a point, thence
4. North 73°38'07" West, 161.11 feet to a point, thence
5. South 10°39'01" West, 18.28 feet to a point at the northeast corner of Parcel B-3, thence continuing with the south side of Campus Drive and with the north lines of Parcels B-3, B-2, and B-1
6. 124.38 feet along the arc of a curve, deflecting to the right, having a radius of 1,525.90 feet and a chord bearing and distance of North 77°00'52" West, 124.34 feet to a point, thence

7. North $74^{\circ}40'46''$ West, 80.25 feet to a point, thence
8. North $15^{\circ}19'14''$ East, 20.00 feet to the northeast corner of Parcel A, in the Frank E Pywell Estate subdivision, thence continuing with the south right of way line for Campus Drive and with the northerly line of parcel A,
9. North $74^{\circ}40'46''$ West, 233.95 feet to a point, thence
10. North $11^{\circ}19'39''$ West, 11.20 feet to a point at the northeast corner of Parcel A as shown on the Second Regular Baptist Church plat, thence with the northerly line of Parcel A
11. North $74^{\circ}40'46''$ West, 125.31 feet to a point, thence
12. South $13^{\circ}14'29''$ West., 17.78 feet to a point, thence
13. North $73^{\circ}56'37''$ West, 141.87 feet to a point, thence
14. North $14^{\circ}00'27''$ East. 14.85 feet to a point, thence
15. North $73^{\circ}04'12''$ West, 79.96 feet to a point, thence
16. South $23^{\circ}58'18''$ West., 10.91 feet to a point, thence leaving Parcel A and continuing with the south right of way line for Campus Drive and with the property of the University of Maryland
17. North $74^{\circ}40'46''$ West, 191.94 feet to a point, thence
18. North $88^{\circ}10'31''$ West, 25.71 feet to a point, thence along a non-tangent curve
19. 125.66 feet along the arc of a curve, deflecting to the left, having a radius of 63.00 feet and a chord bearing and distance of South $48^{\circ}10'38''$ West, 105.84 feet to a point along the easterly right of way line for Adelphi Road thence with said line in a northerly direction
20. North $08^{\circ}57'58''$ West, 137.04 feet to a point in the centerline of Campus Drive, thence with said centerline the following two courses and distances
21. South $74^{\circ}40'46''$ East, 999.07 feet to a point of curvature, thence
22. 588.17 feet along the arc of a tangent curve, deflecting to the left, have a radius of 1,475.90 and a chord bearing and distance of South $86^{\circ}05'46''$ East, 584.29 feet to the point of beginning containing 56,840 square feet or 1.3049 acres of land.

This description was prepared under my responsible charge and is in compliance with COMAR Regulation 09.13.06.12.

DATE:

12/21/12



Steven W. Jones
Professional Land Surveyor
MD Lic. No. 21072 Exp. 02/08/2013

ADELPHI ROAD

SCALE: 1"=140'
 MARYLAND STATE PLANE COORDINATES MAD 83/91

EXISTING COLLEGE PARK BOUNDARY

CENTERLINE FROM PG DPW PLAT No. 628

CAMPUS DRIVE

RIGHT-OF-WAY AREA
 TOTAL AREA: 56,840 s.f.
 OR 1.3049 Ac.

POINT OF BEGINNING

PROPERTY OF UNIVERSITY OF MARYLAND

UNIVERSITY OF MARYLAND

UNIVERSITY BAPTIST CHURCH
 L. 2138 F. 14
 L. 2138 F. 17
 L. 2138 F. 20

PARCEL A
 SECOND REGULAR BAPTIST CHURCH PROPERTY
 P.B. 32 P. 14

PARCEL A
 FRANK E PYWELL ESTATE
 P.B. 7 P. 56

PARCEL B-1

PARCEL B-2

PARCEL B-3

FRANK E PYWELL ESTATE
 P.B. 8 P. 35

UNIVERSITY METHODIST CHURCH
 L. 1373 F. 25

FRANK E PYWELL ESTATE
 P.B. 7 P. 56

PARCEL "D-1"
 FRANK E. PYWELL ESTATE
 P.B. 229 P. 72

PROPERTY OF THC/UDR DOMAIN COLLEGE PARK LLC

DOMAIN COLLEGE PARK
 PARCEL "A"
 TOTAL AREA: 110,914 s.f.
 OR 2.5462 Ac.

THE METHODIST UNION OF WASHINGTON TO UNIVERSITY METHODIST CHURCH
 L. 1373 F. 25
 JUNE 1951

N/F UNIVERSITY METHODIST CHURCH

N/F THE CEDARS, LLC

N/F RIDGELY W., Jr. & MARY L. AXT

PROPOSED COLLEGE PARK BOUNDARY
 PARCEL "B"
 CAMPUS DRIVE SUBSTATION
 N.O. 189

UNIVERSITY OF MARYLAND

CURVE TABLE						
CURVE	RADIUS	ARC	DELTA	TANGENT	BEARING	CHORD
1	1505.90	208.26	7°55'25"	104.30	S86°30'51"W	208.09
2	63.00	125.66	114°17'12"	97.55	S48°10'38"W	105.84
3	1475.90	588.17	22°50'00"	298.04	S86°05'46"E	584.29
4	1525.90	124.38	4°40'13"	62.22	N77°00'52"W	124.34

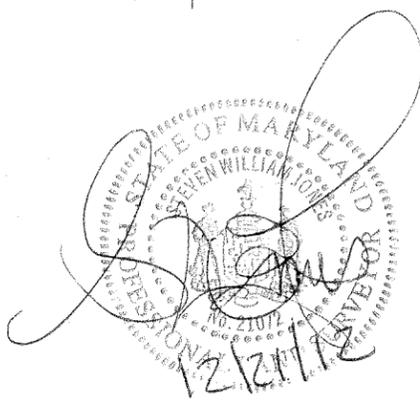


EXHIBIT 'B'
 SKETCH OF THAT PORTION OF CAMPUS DRIVE AREA TO BE ANNEXED INTO THE CITY OF COLLEGE PARK
 BERWYN (21st) ELECTION DISTRICT
 PRINCE GEORGE'S COUNTY, MARYLAND

CPJ Charles P. Johnson & Associates, Inc.
 Civil and Environmental Engineers • Planners • Landscape Architects • Surveyors
 1751 Elton Rd., Ste. 300 Silver Spring, MD 20905 501.434.7000 Fax: 501.434.9694
 www.cpa.com • Silver Spring, MD • Gaithersburg, MD • Frederick, MD • Fairfax, VA

CLIENT:	PRELIMINARY PLAN NO.:	SITE PLAN NO.:
DESIGN	SHEET	OF
DRAFT		
DATE	FILE NO.:	
SCALE		

COPYRIGHT © LATEST DATE HEREON CHARLES P. JOHNSON & ASSOCIATES INC. ALL RIGHTS RESERVED. UNAUTHORIZED USE OR REPRODUCTION IS PROHIBITED.

Attached: Xref:08-017-1811x17-17811x17-1

CONSENT TO ANNEXATION

The undersigned on behalf of THC/UDR Domain College Park, LLC, the owner of the Domain Property (hereafter defined), hereby consents to the annexation by the Mayor and Council of the City of College Park, Maryland, of the Domain Property into the existing corporate area of the City of College Park, and further states:

1. THC/UDR Domain College Park, LLC, successor-in-interest to Domain College Park, LLC, currently owns that certain real property being Parcel "A" as shown on a Plat of Subdivision entitled "Domain College Park, Parcel 'A'" recorded among the Land Records of Prince George's County, Maryland, in Plat Book MMB 235 on Page 81, which is bounded on the North by Campus Drive, on the West by a property referenced as Parcel "D-1", Frank E. Pywell Estate, on the South by a property referenced as Parcel "B", Campus Drive PEPCO substation, and on the East by Mowatt Lane, abutting the corporate limits of the City of College Park, a full description of which is attached hereto as Exhibit A (the "Domain Property"). The Domain Property includes lots formerly owned by the Frank E. Pywell Estate and Robert E. Poole.
2. THC/UDR Domain College Park, LLC's predecessor in title, Domain College Park, LLC, previously evidenced its consent to annexation of the Domain Property in that certain Annexation Agreement dated effective January 25, 2011, recorded among the Land Records in Liber 32510 at folio 176, a copy of which is attached as Exhibit B (the "Annexation Agreement").
3. THC/UDR Domain College Park, LLC does hereby reaffirm the prior consent to annexation of the Domain Property as contained in the said Annexation Agreement.
4. THC/UDR Domain College Park, LLC consents to the adoption of the resolution by the Mayor and Council of the City of College Park, Maryland, attached hereto as Exhibit C, annexing the Domain Property into the existing corporate area of the City of College Park (the "Annexation Resolution").
5. This Consent to Annexation and the said Annexation Agreement constitute the formal written consent of THC/UDR Domain College Park, LLC to annexation of the Domain Property into the existing corporate area of the City of College Park. THC/UDR Domain College Park, LLC will not petition the Annexation Resolution to referendum.
6. THC/UDR Domain College Park, LLC understands that the Domain Property will become part of the City of College Park on the effective date of the Annexation Resolution and that the City will provide all applicable municipal services to the Domain Property and residents thereon as required under the Code of the City of College Park.

ATTEST:

THC/UDR DOMAIN COLLEGE PARK, LLC,
a Delaware limited liability company

By: THC College Park Development Venture
LLC, a Delaware limited liability
company, its Managing Member

By _____
Signature

Printed Name and Title

Dated: _____

EXHIBIT 'A'
DESCRIPTION OF THE
THC/UDR DOMAIN COLLEGE PARK LLC PROPERTY
AREA TO BE ANNEXED INTO THE
CITY OF COLLEGE PARK
BERWYN (21ST) ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND

Being a piece or parcel of land, hereinafter described, lying on the South side of Campus Drive and the West side of Mowatt Lane, situate near University Park, and being the property acquired by THC/UDR Domain College Park LLC, a Delaware limited liability company, by virtue of a Deed from Domain College Park, LLC, a Delaware limited liability company, dated June 10, 2011 and recorded among the Land Records of Prince George's County, Maryland in Liber 32748 at Folio 445, said property also being Parcel "A" as shown on a Plat of Subdivision entitled "Domain College Park, Parcel 'A'" and recorded among the aforesaid Land Records in Plat Book MMB 235 on Page 81, and being more particularly described in Maryland State Plane Coordinates NAD 83/91 datum as follows

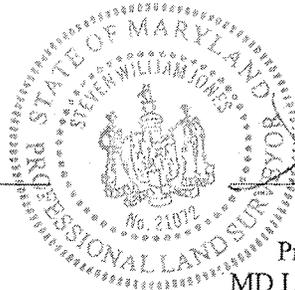
Beginning for the said piece or parcel of land at a point at the Westerly end of the Southerly or 2.26 feet arc Right-of-Way line of the aforesaid Campus Drive as shown on the aforesaid Plat of Subdivision, said point also being on the Northerly side of the aforesaid Parcel "A", thence running with and binding on the aforesaid Southerly Right-of-Way line of Campus Drive, and also running with and binding on the aforesaid Northerly side of Parcel "A", the following two courses and distances

1. 2.26 feet along the arc of a curve deflecting to the left, having a radius of 1,515.90 feet and a chord bearing and distance of North 82°07'56" East, 2.26 feet to a point, thence
2. North 82°25'18" East, 265.71 feet to a point at the Northerly end of the Westerly or South 57°21'57" East, 22.69 feet Right-of-Way line of the aforesaid Mowatt Lane, said point also being on the Easterly outline of the aforesaid Parcel "A", thence running with and binding on the aforesaid Westerly Right-of-Way line of Mowatt Lane, and also running with and binding on the aforesaid Easterly side of Parcel "A", the following four courses and distances
3. South 57°21'57" East, 22.69 feet to a point, thence
4. South 17°09'12" East, 70.49 feet to a point, thence

5. North 73°18'38" East, 5.00 feet to a point, thence
6. South 17°12'14" East, 236.37 feet to a point, thence leaving the aforesaid Westerly Right-of-Way line of Mowatt Lane, and running with and binding on the Southerly and Westerly sides of the aforesaid Parcel "A" the following three courses and distances
7. South 72°47'46" West, 287.61 feet to a point, thence
8. North 86°29'00" West, 74.09 feet to a point, thence
9. North 05°09'34" West, 350.54 feet to the point of beginning, containing 110,914 square feet or 2.5462 acres of land.

This description was prepared under my responsible charge and is in compliance with COMAR Regulation 09.13.06.12.

DATE: 12-4-12



Steven W. Jones
Steven W. Jones
Professional Land Surveyor
MD Lic. No. 21072 Exp. 02/08/2013

EXHIBIT 'B'
 SKETCH OF THE
 THC/UDR DOMAIN COLLEGE PARK LLC PROPERTY
 AREA TO BE ANNEXED INTO THE
 CITY OF COLLEGE PARK
 BERWYN (21st) ELECTION DISTRICT
 PRINCE GEORGE'S COUNTY, MARYLAND

UNIVERSITY
 OF MARYLAND

RIGHT-OF-WAY AREA

TOTAL AREA: 26,213 s.f.
 OR 0.6018 Ac.

POINT OF
 BEGINNING

CAMPUS DRIVE

EXISTING COLLEGE PARK BOUNDARY

N82°29'48"E
 265.71'

A=2.26'
 R=1515.90'

PARCEL
 "D-1"
 FRANK E.
 PYWELL
 ESTATE

PROPERTY OF
 THC/UDR DOMAIN
 COLLEGE PARK LLC

DOMAIN
 COLLEGE PARK

PARCEL "A"

TOTAL AREA: 110,914 s.f.
 OR 2.5462 Ac.

PROPOSED COLLEGE PARK BOUNDARY

N05°05'04"W
 350.54'

S57°17'27"E
 22.69'

S170°42'E
 70.48'

N73°23'08"E
 5.00'

S170°44"E
 236.37'

MONTAIGNE LANE

SCALE: 1"=100'

MARYLAND STATE PLANE COORDINATES NAD 83/91

UNIVERSITY
 OF MARYLAND

N/F
 UNIVERSITY
 METHODIST CHURCH

PROPOSED COLLEGE PARK BOUNDARY
 PARCEL "B"
 CAMPUS DRIVE
 SUBSTATION
 No. 189

N86°24'30"W
 74.09'

S72°52'16"W
 287.61'

N/F
 THE CEDARS, LLC

N/F
 RIDGELY W., Jr.
 & MARY L. AXT

CPJ Charles P. Johnson & Associates, Inc.

Civil and Environmental Engineers • Planners • Landscape Architects • Surveyors
 1722 Elmwood Rd., Ste. 200 Silver Spring, MD 20903 Tel: 410-434-7000 Fax: 410-434-9294
 WWW.CPJASSOCIATES.COM • Silver Spring, MD • Gaithersburg, MD • Frederick, MD • Parkers, VA

32510 176

Clerk of the
Circuit Court

2011 MAR 16 PM 1:30

DOMAIN COLLEGE PARK, LLC

ANNEXATION AGREEMENT

PR GEO CO MD #56

THIS ANNEXATION AGREEMENT ("Agreement") is effective the 25th day of January, 2011, by and between the **CITY OF COLLEGE PARK**, a municipal corporation of the State of Maryland, with its principal place of business at 4500 Knox Road, College Park, Maryland 20740, its successors and assigns, party of the first part (hereinafter "the City"), and **DOMAIN COLLEGE PARK, LLC**, a Delaware limited liability company, and in good standing in the State of Maryland, having an address at 1745 Shea Center Drive, Suite 200, Highlands Ranch, Colorado 80129, its successors and assigns, party of the second part (hereinafter "Domain").

TMP FD SURE \$ 0.00
RECORDING FEE 0.00
TOTAL 0.00
Res#7004 Rpt#999999
MFB MAR 16:36:59
Mar 16 2011 01:36 PM

RECITALS

WHEREAS, Domain is the owner of certain real property consisting of approximately 2.66 acres (hereinafter "the Property") located in Prince George's County, Maryland, at the intersection of Mowatt Lane and Campus Drive, being more particularly described by metes and bounds on Exhibit A attached hereto and made a part hereof, with street address at 7720 Mowatt Lane, District 21, College Park, Maryland, and generally consisting of land depicted on Prince George's County Tax Map 33, tax parcels 2411635, 2369718, 2425353, 4000964, and 4001921. Hereinafter in this Agreement the above land area of properties, including any lot or lots into which such area may be subdivided or re-subdivided, are collectively referred to as the "Domain Property;" and

WHEREAS, the City desires to incorporate the Domain Property into the corporate boundaries of the City and intends to initiate annexation proceedings for such purpose, and Domain consents to such incorporation by annexation provided the terms of this Agreement are satisfied; and

WHEREAS, the City supports the currently approved plans as well as the pending Detailed Site Plan for development of the Domain Property; and

WHEREAS, Domain and the City recognize that annexation of the Domain Property by the City is intended to facilitate and allow for the annexation, along with the Domain Property, of certain other real property adjacent to the Domain Property; provided, however, the parties acknowledge and agree that the annexation of the aforementioned adjacent property shall not delay or adversely affect any development efforts related to the Domain Property; and

WHEREAS, pursuant to the authority contained in Article 23A of the Annotated Code of Maryland, Sections 19(b) and (n), Domain and the City have agreed that the following conditions and circumstances will apply to the Domain Property and the related annexation proceedings.

WITNESSETH:

1. **INCORPORATION OF RECITALS**

1.1. The above Recitals are incorporated as a material part of this Agreement.

2. DEFINITIONS

2.1. Fiscal Year means a year beginning on July 1 and ending on June 30. The first Fiscal Year for this Agreement shall be the first year in which Domain is required to pay property taxes to the City for the Domain Property.

3. ANNEXATION

3.1. Consideration

3.1.1. The City shall introduce, as consideration for this Agreement and subsequent to the recordation of the final plat of subdivision for the Domain Property, a resolution to effectuate the annexation to the City of the Domain Property (and other adjacent real properties as the City deems appropriate). In the event that the annexation of the Domain Property does not become effective within three (3) years of the recordation of final plat for the Domain Property, this Agreement shall be deemed void and of no effect.

3.2. Public Benefits

3.2.1. The City has determined that annexation of the Domain Property will benefit and promote the general public interest and welfare of the City and its residents because, with the exception of those exemptions and reimbursements provided pursuant to this Agreement, it will, among other actions, allow the City to collect or receive certain real property taxes, personal property taxes and rental inspection fees from the Domain Property.

3.3. Tax Exemption

3.3.1. Subject to termination as set forth below, for the first five (5) Fiscal Years (the "Five Year Exemption Period"), Domain shall pay property tax to the City as follows:

3.3.1.1. Real property tax at a rate equal to seventy percent (70%) of the then applicable City real property tax rate.

3.3.1.2 Personal property tax at a rate equal to seventy percent (70%) of the then applicable City personal property tax rate.

The Five Year Exemption Period shall begin on July 1 of the Fiscal Year following the date on which the annexation of the Domain Property becomes effective for the Domain Property and shall end on June 30 of the fifth Fiscal Year thereafter. Such property tax is subsequently referred to as the "Five Year Exempt Tax." The Five Year Exempt Tax is hereby granted to Domain and to each lot into which the Domain Property has been or will be subdivided, if any, and any condominium unit, common areas or other parcels or lots into which the Domain Property has been or will be divided. The Five Year Exempt Tax will end, for each portion of the Domain Property, or lot or unit (including condominium or owner offices), common area or other parcel within the Domain Property, on the first to occur of (a) the date on which the Five Year Exemption Period ends or (b) other than to a related entity of Domain, the date on which settlement occurs with respect to the sale or other conveyance of

the applicable portion of the Domain Property or lot or unit within the Domain Property to a third party for use by any person or entity as a residence, common area, retail space or office. The City represents, and Domain acknowledges, that the Prince George's County Director of Finance (hereinafter the "Director") bills and collects State, County and municipal real property taxes for property located within the City. During the Five Year Exemption Period, the City will provide to the Director a rate equal to seventy percent (70%) of the then applicable municipal real property tax rate to apply to the Domain Property and each parcel, lot or unit into which the Property is or will be eventually subdivided or divided. The City bills and collects municipal personal property taxes for property located within the City. During the Five Year Exemption Period, the City will bill the Domain Property for any applicable personal property tax assessment at a rate equal to seventy percent (70%) of the then applicable City personal property tax rate.

4. WARRANTIES AND REPRESENTATIONS OF THE CITY

4.1. Public Services

4.1.1. Upon the request of Domain, the City agrees to provide fee-based services at cost, for trash removal, recycling, and private property snow removal and street maintenance, and, in the event that any of said services are provided to any other business or commercial concerns within the City at no cost, the City agrees to similarly provide them to Domain at no cost. The City will consider

providing assistance to Domain in connection with emergency preparedness and police services should it be legally, contractually and/or financially able to do so in the same manner as similarly situated properties. The City shall provide police patrols and services by its contract police officers for the Domain Property in the same manner as similarly situated properties.

4.2. Domain Property Development Approvals.

4.2.1. The City has reviewed the Domain plan of development for the Domain Property as set forth in documents filed by Domain with the Planning Board of the Maryland-National Capital Park and Planning Commission (hereinafter "M-NCPPC") in support of Domain's Detailed Site Plan application. The City represents that it generally supports the development as set forth in the Detailed Site Plan consisting of construction of multifamily market rate rental units with a ground floor retail component and ancillary parking facilities as presented to the City by Domain (the "Project"). The parties recognize that various additional conditions or requirements may become appropriate or be mandated by government agencies with jurisdiction over the Domain Property during the current development review process. The City retains the right throughout the development review process to comment on, oppose, object to, and recommend conditions and/or appeal issues not previously addressed. The City represents that it endorses the Zoning Map Amendment and land use and development plans and approvals already adopted for the

Domain Property, including Conceptual Site Plan CSP 09002 and Preliminary Plan of Subdivision 4-09039; which are evidenced by the development plans and other records as approved and held or recorded by the M-NCPPC.

4.2.2. The City further covenants that it will not set or apply any policy, position or course of action which is detrimental to the currently approved plans or the proposed Detailed Site Plan, or for future plans and permits consistent with such plans, for development of the Domain Property or is inconsistent with the approved plans for the Project. The City, however, reserves the right to review, make recommendations and take other appropriate actions as to future revised plans for development of the Domain Property to ensure general consistency with the Master Plan for Langley-College Park-Greenbelt and Vicinity, and the Sectional Map Amendment for Planning Areas 65, 66 and 67, as modified by the Zoning Map Amendment, Conceptual Site Plan, Preliminary Plan of Subdivision and proposed Detailed Site Plan for the Project. This provision shall not limit the City in exercising its police and enforcement powers unrelated to the development review process referenced herein.

4.3. Directional Signage

4.3.1. The City agrees to assist Domain to provide effective directional signage to facilitate ingress to and egress from the Domain Property.

4.4. Public Transportation

4.4.1. The City agrees to promote the development and coordination of public transportation facilities to and from the Domain Property as such may be provided by the Washington Metropolitan Transit Authority, the Bus (a service of Prince George's County), the University of Maryland, or the Corridor Transportation Corporation. Further, the City agrees to promote coordinated transportation infrastructure improvement and aesthetic improvements along the the Knox Road Corridor, including Mowatt Lane, Guilford Road extended and Campus Drive and to involve fairly Domain and all development partners and other entities, such as the City-University Partnership. In fulfilling its obligations to promote public transportation facilities, coordinated transportation infrastructure improvements and aesthetic improvements, the City shall not by reason of this Agreement be required to undertake any activities that will result in cost or expense to the City. The City acknowledges that any required road improvements for the Project have been or will be determined during the Preliminary Plan of Subdivision and Detailed Site Plan processes.

4.5. Authorization

4.5.1. The City warrants and represents that it has full authority to sign this Agreement and that there is no action pending against it involving the Domain Property or any other proceeding that would in any way affect its right and authority to execute this Agreement.

5. WARRANTIES AND REPRESENTATIONS OF DOMAIN

5.1. No Referendum As To Annexation

5.1.1. Subject to the terms and conditions of this Agreement, this Agreement constitutes the formal written consent of Domain to annexation as required by Article 23A, Section 19(b) of the Annotated Code of Maryland. Domain acknowledges that it will receive a benefit from annexation and agrees, as a bargained-for consideration, to waive and completely relinquish any right to withdraw its consent to annexation upon recordation of the final plat of subdivision for the Domain Property. After that time, Domain agrees that it will not petition the Annexation Resolution to referendum and that, in the event of a referendum in which Domain is permitted to vote, that it shall vote in favor of the Annexation Resolution.

5.2. Authorization.

5.2.1. Domain warrants and represents, that at the time of its execution of this Agreement, that it has full authority to sign this Agreement and that, to its knowledge, there is no action pending against it involving the Domain Property or any other proceeding that would in any way affect its right and

authority to execute this Agreement. In the event that annexation of the Domain Property is not feasible for whatever reason, including lack of contiguity, Domain commits to cooperating, in all reasonable respects, with the City in a non-monetary manner to remove any such impediment and to proceeding with annexation of the Domain Property once any such impediment is removed. Domain warrants and represents that it currently owns at least 26% of the assessed value of property within the proposed Domain Property, and that there are no persons residing in the proposed Domain Property who are registered to vote in Prince George's County elections.

5.3. Cessation of Obligations

5.3.1. Domain warrants and represents that if the annexation is petitioned to referendum and the annexation is not approved, the City's obligations and those of Domain under this Agreement will be null and void.

6. APPLICABILITY OF CITY CODE AND CHARTER

6.1. From and after the effective date of the Annexation Resolution, all provisions of the Charter and Code of the City shall have full force and effect within the Domain Property, except as otherwise specifically provided herein.

7. MUNICIPAL SERVICES

7.1. Upon the recording of this Agreement and the effective date of an Annexation Resolution annexing the Domain Property to the City, the City will provide all applicable municipal services to the Domain Property, including police service in the same manner as for similarly situated properties should the City create its own police force.

8. MISCELLANEOUS

8.1. Terminology

8.1.1. The use of singular verb, noun and pronoun forms in this Agreement shall also include the plural forms where such usage is appropriate; the use of the pronoun "it" shall also include, where appropriate "he" or "she" and the possessive pronoun "its" shall also include, where appropriate, "his," "hers" and "theirs."

8.2. Affirmation

8.2.1. From time to time after the date of this Agreement, the parties, without charge to each other, will perform such other acts, and will execute, acknowledge and will furnish to the other such instruments, documents, materials and information which either party reasonably may request, in order to effect the consummation of the transactions provided for in this

Agreement. The obligations of the parties hereunder shall continue for the Five Year Exemption Period, unless otherwise provided herein.

8.3. Recordation and Amendment

8.3.1. This Agreement, which includes all exhibits, schedules and addenda hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Prince George's County and be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and be a covenant running with and binding the Domain Property, and embodies and constitutes the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, understandings, representations, and statements, whether oral or written, are merged in this Agreement. Neither this Agreement nor any provision hereof may be waived, modified or amended unless such modification is in writing and is signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

8.4. Non-Inducement

8.4.1. The parties hereto acknowledge that, in entering into this Agreement, neither party has been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representation or statement, whether express or implied, made by any agent, representative or employee, which representation or statement is not expressly set forth in this Agreement.

8.5. Plain Meaning

8.5.1. This Agreement shall be construed according to its plain meaning without giving regard to any inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto.

8.6. Assignment

8.6.1. Subject to the provisions set forth in this Agreement, and specifically with respect to the provisions of paragraph 3.3.1 ending the Five Year Exempt Tax upon settlement with respect to the sale of the applicable portion of the Domain Property or lot or unit within the Domain Property to a third party for use by any person or entity as a residence, common area, retail space or office, this Agreement, its benefits and burdens, shall be assignable, in whole or in part, by Domain, without the consent of the City or of its elected officials, employees or agents, to any purchasers of the Domain Property or any part thereof.

8.7. Captions

8.7.1. The captions in this Agreement are inserted for convenience only, and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.

8.8. Notice

8.8.1. All notices and other communications under this Agreement shall be in writing and shall be sent either by first class mail, postage prepaid, or by personal delivery, addressed to the parties as provided below. Notice shall be deemed given on the date delivered or attempted to be delivered during normal working hours on business days.

IF TO THE CITY: Joseph L. Nagro, City Manager
The City of College Park
4500 Knox Road
College Park, Maryland 20740

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

IF TO DOMAIN: Domain College Park, LLC
1745 Shea Center Drive, Suite 200
Highlands Ranch, CO 80129

WITH A COPY TO: Adam S. Harbin
Domain College Park, LLC
5847 San Felipe, Suite 3600
Houston, TX 77057

WITH A COPY TO: Richard K. Reed, Esq.
Christopher Hatcher, Esq.
Rifkin, Livingston, Levitan & Silver, LLC
7979 Old Georgetown Road, Suite 400
Bethesda, MD 20814

8.9. Maryland Law

This Agreement shall be governed by the law of the State of Maryland without regard to its principles governing choice or conflicts of laws. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect. Any suit to enforce the terms hereof or for damages or other relief for the breach or alleged breach hereof shall be brought and maintained exclusively in the courts of the State of Maryland in Prince George's County and the parties expressly consent to the jurisdiction thereof and waive any rights they may otherwise have to bring such action in or transfer or remove such action to the courts of any other jurisdiction.

8.10. Counterparts

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

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

[SIGNATURE PAGES FOLLOW.]

WITNESS:

CITY OF COLLEGE PARK

Janeen S. Miller

Janeen S. Miller, CMC, City Clerk

By:

Joseph L. Nagro
Joseph L. Nagro, City Manager

Date: March

STATE OF MARYLAND
COUNTY OF Calvert, to wit:

I HEREBY CERTIFY, that on this 2 day of March, 2011, before me, a Notary Public in and for the State aforesaid, personally appeared Joseph L. Nagro, who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be the City Manager of the City of College Park, a municipal corporation of the State of Maryland, and, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal.

Yvette S. Allen (SEAL)
Notary Public

My Commission Expires: March 12, 2013

APPROVED AS TO FORM:

Suellen M. Ferguson
Suellen M. Ferguson, City Attorney

WITNESS:

DOMAIN COLLEGE PARK, LLC:

By: UDR/METLIFE MASTER LIMITED PARTNERSHIP, a Delaware limited partnership, its Sole Member

By: UDR/ML VENTURE LLC, a Delaware limited liability company, its General Partner

By: UDR, INC., a Maryland corporation, its Sole Member

Montana Swan By: Harry G. Alcock

Name: Harry G. Alcock

Title: Senior Vice President – Asset Management

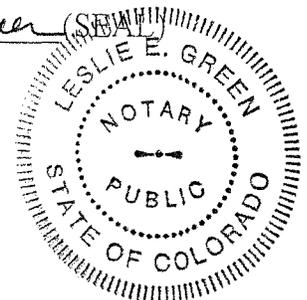
Date: 2-23-2011

STATE OF COLORADO
COUNTY OF DOUGLAS, to wit:

I HEREBY CERTIFY, that on this 23rd day of February, 2011, before me, a Notary Public in and for the State aforesaid, personally appeared Harry G. Alcock, who is personally known to me and who acknowledged himself to be the Executive Vice President – Asset Management of UDR, Inc., a Maryland corporation, as sole member of UDR/ML Venture LLC, a Delaware limited liability company, as general partner of UDR/MetLife Master Limited Partnership, a Delaware limited partnership, as sole member of Domain College Park, LLC, a Delaware limited liability company, and, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal.

Leslie E. Green
Notary Public



My Commission Expires: April 20, 2012



JANUARY 5, 2011

DESCRIPTION OF A PORTION
OF THE PROPERTY OF
DOMAIN COLLEGE PARK, LLC
LIBER 29763 FOLIO 037
LIBER 30402 FOLIO 572
(4TH) ELECTION DISTRICT
PRINCE GEORGE'S COUNTY, MARYLAND

Being the property acquired by Domain College Park, LLC, a Delaware Limited Liability Company in the following two (2) conveyances; 1.) from William P. Poole, Jr. and Robert E. Poole, by deed dated June 11, 2008 and recorded in Liber 29763 at Folio 037; 2.) from the University United Methodist Church, a corporate body under and by virtue of the Laws of the State of Maryland, by deed dated February 13, 2009, and recorded in Liber 30402 at Folio 572, and also being all of Parcel "E", Frank E. Pywell Estates, recorded in Plat Book NLP 98 at Plat No. 28, and Parcel "F-1", Frank E. Pywell Estates, recorded in Plat Book PM 229 at Plat No. 72 all among the Land Records of Prince George's County, Maryland, and being more particularly described as follows:

Beginning for the same at a point marking the northwesterly end of the South 57° 18' 29" East, 38.18 foot plat line of said Parcel "E", Frank E. Pywell Estates, said point also marking the southerly line of Campus Drive, width varies, as shown on State Road Commission Plat No. 3589; thence running with the outline at said Parcel "E", and with the westerly line of Mowatt Lane, width varies, the following two (2) courses distances

- 1.) South 57° 21' 57" East, 38.18 feet to a point; thence
- 2.) South 17° 09' 12" East, 70.49 feet to a point; thence leaving said outline at Parcel "E" and running with said westerly line of Mowatt Lane, the following two (2) courses distances
- 3.) North 73° 18' 38" East, 15.00 feet to a point; thence
- 4.) South 17° 12' 14" East, 236.28 feet to a point; thence leaving said westerly line of Mowatt Lane and running with the common line of Parcel B, Campus Drive Substation No. 189, as recorded in Plat Book 80 as Plat No. 36, and the University Methodist Church, recorded in Liber 1373 at Folio 25 all among the aforesaid Land Records
- 5.) South 72° 47' 46" West, 297.61 feet to a point; thence leaving said common line of Parcel B, and running with said University Methodist Church
- 6.) North 86° 29' 00" West, 74.09 feet to a point marking the common corner with said University Methodist Church, thence running with the common line of University United Methodist Church as recorded in Liber 40905 at Folio 766 and Liber 30402 at Folio 577 among the aforesaid Land Records

VIKA Maryland, LLC

20251 Century Boulevard, Suite 400 • Germantown, Maryland 20874 • 301.916.4100 Fax 301.916.2262

McLean, VA • Germantown, MD • Washington, DC

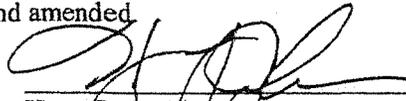
www.vika.com

Exhibit A

- 7.) North 05° 09' 34" West, 360.55 feet to a point of the aforesaid southerly line of Campus Drive; thence leaving said common line at University United Methodist Church and running with said southerly line of Campus Drive, the following two (2) courses and distances
- 8.) 1.78 feet along the arc of a non-tangent curve to the left, having a radius of 1505.32 feet and a chord bearing and distance at North 82° 07' 24" East, 1.78 feet to a point; thence
- 9.) North 82° 25' 18" East, 253.94 feet to the point of beginning containing 115,895 square feet or 2.66058 acres of land.

The undersigned hereby states that the metes and bounds description hereon was prepared by myself or under my direct supervision and that it complies with the Minimum Standards of Practice for Metes and Bounds Descriptions as established in Title 9, Subtitle 13, Chapter 6, Section 8 and 12 of the Code of Maryland Regulations (COMAR) as enacted and amended.

JAN. 5, 2011
Date


Harry L. Jenkins
Property Line Surveyor
Maryland No. 606



32510 193

LIST OF EXHIBITS

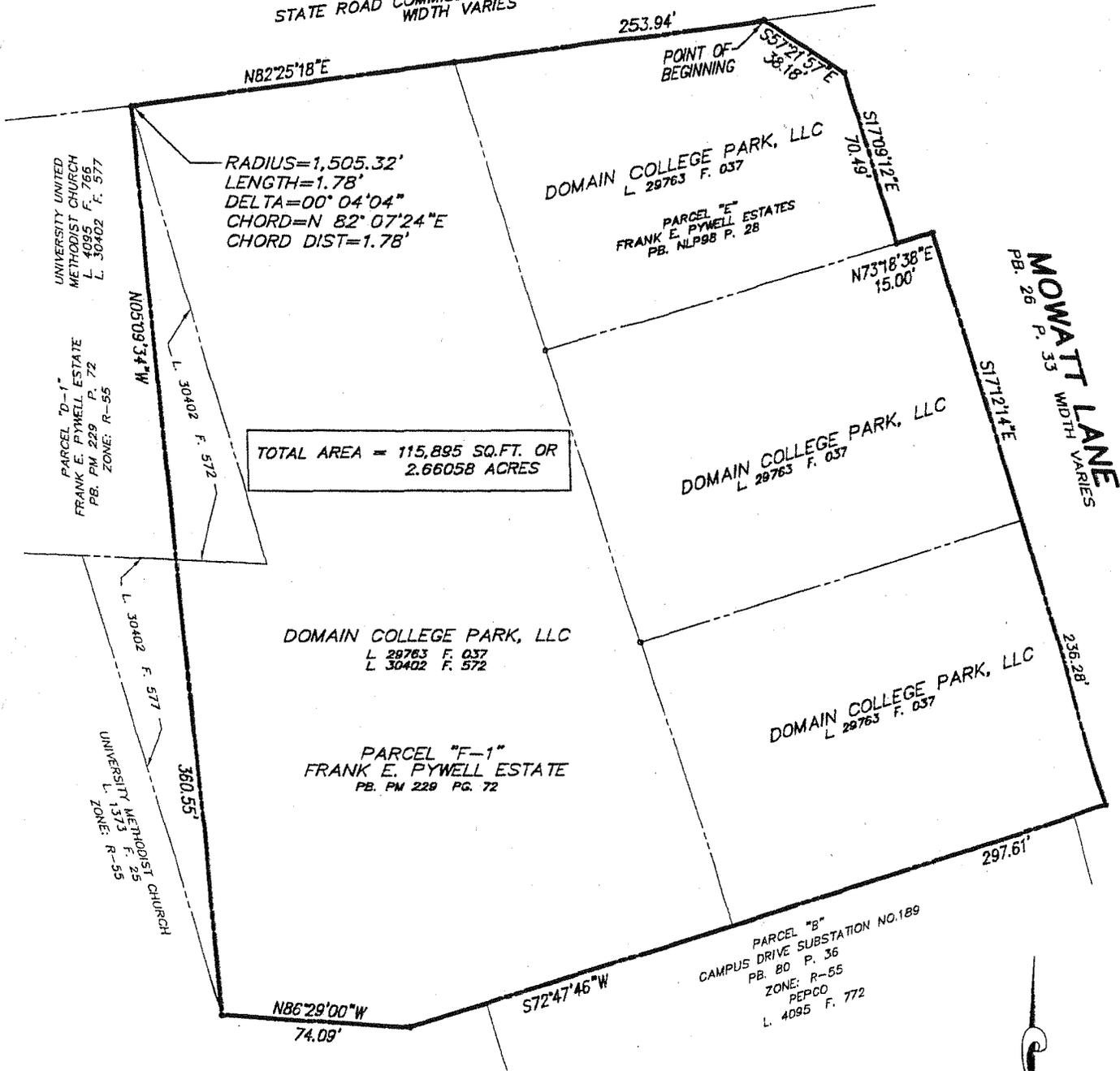
Exhibit A - Metes and Bounds Description of the Domain Property

32510

196

CAMPUS DRIVE

STATE ROAD COMMISSION PLAT NO. 3589
WIDTH VARIES



SKETCH SHOWING THE PROPERTY OF
DOMAIN COLLEGE PARK, LLC
 LIBER 29763 FOLIO 037
 LIBER 30402 FOLIO 572
 AND INCLUDING ALL OF
 PARCEL "E" AND PARCEL "F-1"
 FRANK E. PYWELL ESTATE
 LAT BOOK NLP 98 PAGE 28
 PLAT BOOK PM 229 PAGE 72
 4TH ELECTION DISTRICT
 PRINCE GEORGE'S COUNTY, MARYLAND
 SCALE: 1"=60' JAN. 2011



13-R-02

RESOLUTION
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK
TO ADOPT AN ANNEXATION PLAN FOR THE ANNEXATION OF
APPROXIMATELY 4.4529± ACRES OF LAND, TO INCLUDE THE PROPERTIES
KNOWN AS THE DOMAIN PROPERTY, A PORTION OF MOWATT LANE
ABUTTING THIS PROPERTY, AND THAT PORTION OF CAMPUS DRIVE NOT
PRESENTLY WITHIN THE CITY FROM ITS INTERSECTION WITH MOWATT
LANE TO ADELPHI ROAD

WHEREAS, the Mayor and Council of the City of College Park introduced an Annexation Resolution, 13-AR-01 on January 8, 2013, which proposes to annex land commonly known as the Domain Property, as well as a portion of Mowatt Lane abutting this property, and that portion of Campus Drive not presently within the City from its intersection with Mowatt Lane to Adelphi Road, more fully described in the metes and bounds descriptions dated December 4, 2012 and December 21, 2012, attached to the Annexation Resolution as Exhibit A, being an area of approximately 4.4529± acres of land, within said City limits; and

WHEREAS, Article 23A, §19(o) requires that an Annexation Plan be prepared for any such annexation; and

WHEREAS, the attached Annexation Plan was prepared as part of the annexation process, and is to be made available for public review at the public hearing on the Annexation Resolution on February 12, 2013; and

WHEREAS, a copy of the attached Annexation Plan will be provided to the County Council for Prince George's County, the Department of Planning, and all regional and State planning agencies having jurisdiction at least 30 days prior to the holding of the said public hearing.

CAPS
[Brackets]
Asterisks ***

: Indicate matter added to existing law.
 : Indicate matter deleted from law.
 : Indicate matter remaining unchanged in existing law but not set forth in Resolution

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of College Park, that the attached Annexation Plan be and it is hereby adopted.

INTRODUCED, by the Mayor and Council of the City, at a regular legislative session on January 8, 2013.

ADOPTED, by the Mayor and Council of the City at a regular legislative session on January 8, 2013.

WITNESS:

CITY OF COLLEGE PARK

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

By: _____
Andrew M. Fellows, Mayor

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

Suellen M. Ferguson, City Attorney

ANNEXATION PLAN FOR ANNEXATION OF THE PROPERTY MORE COMMONLY KNOWN AS THE DOMAIN PROPERTY, AS WELL AS A PORTION OF MOWATT LANE ABUTTING THIS PROPERTY, AND THAT PORTION OF CAMPUS DRIVE NOT PRESENTLY WITHIN THE CITY OF COLLEGE PARK FROM ITS INTERSECTION WITH MOWATT LANE TO ADELPHI ROAD

Municipal Growth Element- The City of College Park (“the City”) is geographically located in the area covered by the Maryland-Washington Regional District Act, Article 28, §7-101 *et seq.* of the Annotated Code of Maryland, as amended. The City has no zoning and planning authority, which is exercised by the Maryland-National Capital Park and Planning Commission and Prince George’s County. As a result, there is no municipal growth element in the City’s plans.

Introduction

The Mayor and Council have determined to enlarge and extend the limits of the City by including therein property within Prince George’s County which is contiguous and adjoining to the existing boundaries of the City in accordance with the procedures set forth in Article 23A, Section 19 of the Annotated Code of Maryland, as amended, which property is more fully described in the metes and bounds descriptions dated December 4, 2012 and December 21, 2012, attached hereto as Exhibit A, and incorporated herein by reference (hereinafter referred to as “Annexation Area”). The Annexation Area includes the property more commonly known as the Domain Property (2.666± acres), as well as a portion of Mowatt Lane abutting this property, and that portion of Campus Drive not presently within the City from its intersection with Mowatt Lane to Adelphi Road (1.3049± acres). The Domain Property consists of a mixed-use development with market rate multifamily apartments, ground floor retail and structured underground parking. Construction of this development is underway and completion is expected by mid-2013. Issuance of a use and occupancy permit by Prince George’s County is required prior to occupancy.

Zoning

The current County zoning for the Domain Property is Mixed Use – Transit Oriented (M-X-T). The Annexation Area conforms to current County zoning regulations.

Water and Sewer Services and Stormwater Management

The Annexation Area is currently served by the Washington Suburban Sanitary Commission. Extension of public water and sewer services to the Domain Property is accomplished as part of the development process in an approved stormwater management plan. Prince George’s County has ownership and maintenance of the storm water management system. Once construction of the Domain Property is complete, all services will be in place and will not require extension or enlargement.

Utilities

Electric service is provided by PEPCO and gas service is provided by Washington Gas.

Community and Emergency Services

The Annexation Area is currently served by the Prince George's County Police Department and the County's Fire/Emergency Response station located at ***** The Annexation Area is served by **** Elementary School, *** Middle School and Northwestern High School. The project is too small to require or support additional community services.

Transportation

The Annexation Area is located at the intersection of Campus Drive and Mowatt Lane, which are County maintained roads classified as secondary roads. No public road improvements are required or planned to serve the subject property. The Domain Property has been required to dedicate right of way along Campus Drive and Mowatt Lane to be in conformance with the Master Plan of Transportation for Prince George's County, which occurred at filing of the record plat.

13-G-08

Appointments to Boards and Committees

13-G-08

Councilmember Wojahn:

- Gloria Aparicio Blackwell to the Neighborhood Stabilization and Quality of Life Workgroup