

**FEBRUARY 26, 2013**  
**CITY OF COLLEGE PARK**  
**COUNCIL CHAMBERS**

**7:15 P.M. — PUBLIC HEARING — 13-O-01**

**An Ordinance Of The Mayor And Council Of The City Of College Park, Maryland, Amending Chapter 179 “Tree And Landscape Maintenance” To Amend §179-1, “Definitions”, §179-2, “Purpose; Applicability”, And §179-5 “Tree And Landscape Board” To Expand Or Clarify Certain Definitions, To Clarify That The Designees Of The Chairperson Of The Committee For A Better Environment, The Planning, Community And Economic Development Director And The Public Works Director May Act In Their Place As Voting Members Of The Tree And Landscape Board, And To Set The Quorum Of The Board As A Majority Of The Appointed Members.**

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

MEDITATION

PLEDGE OF ALLEGIANCE: Councilmember Kabir

ROLL CALL

MINUTES: February 12, 2013 Regular Meeting and Public Hearing on 13-AR-01

ANNOUNCEMENTS

ACKNOWLEDGMENT OF DIGNITARIES

ACKNOWLEDGMENT OF NEWLY APPOINTED BOARD AND COMMITTEE MEMBERS

AWARDS

PROCLAMATIONS

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-21 Approval of a letter in opposition to HB 820/SB 893 –  
Municipal Property Taxes – Annual Budget Ordinance and  
Special Rates
- 13-G-22 Approval of a letter in support of HB 640 – Washington  
Suburban Sanitary Commission – Sewage Leaks – Notice  
Requirements

Motion by:  
To: Adopt  
Second:  
Aye: \_\_\_\_\_  
Nay: \_\_\_\_\_  
Other: \_\_\_\_\_

## ACTION ITEMS

- 13-O-01 An Ordinance Of The Mayor And Council Of The City Of  
College Park, Maryland, Amending Chapter 179 "Tree And  
Landscape Maintenance" To Amend §179-1, "Definitions",  
§179-2, "Purpose; Applicability", And §179-5 "Tree And  
Landscape Board" To Expand Or Clarify Certain Definitions,  
To Clarify That The Designees Of The Chairperson Of The  
Committee For A Better Environment, The Planning,  
Community And Economic Development Director And The  
Public Works Director May Act In Their Place As Voting  
Members Of The Tree And Landscape Board, And To Set  
The Quorum Of The Board As A Majority Of The Appointed  
Members.
- 13-R-04 A Resolution Of The Mayor And Council Of The City Of  
College Park, Maryland Establishing An Award In  
Recognition Of Councilmember John Edward "Jack" Perry
- 13-G-23 Approval of a letter of intent to participate in the "Maryland  
Smart Energy Community" program
- 13-G-24 Award of a one-year contract to KSM Marketing, LLC in an  
amount not to exceed \$28,600 for a Farmers Market Master  
for the Sunday downtown College Park Farmers Market
- 13-G-25 Approval of an amendment to the agreement with "idfive  
consulting" for implementation of a marketing plan in an  
amount not to exceed \$29,700

Motion by: Mitchell  
To: Adopt  
Second:  
Aye: \_\_\_\_\_  
Nay: \_\_\_\_\_  
Other: \_\_\_\_\_

Motion by: Catlin  
To: Adopt  
Second:  
Aye: \_\_\_\_\_  
Nay: \_\_\_\_\_  
Other: \_\_\_\_\_

Motion by: Mitchell  
To: Approve  
Second:  
Aye: \_\_\_\_\_  
Nay: \_\_\_\_ Other: \_\_\_\_

Motion by: Stulich  
To: Approve  
Second:  
Aye: \_\_\_\_\_  
Nay: \_\_\_\_ Other: \_\_\_\_

Motion by: Kabir  
To: Approve  
Second:  
Aye: \_\_\_\_\_  
Nay: \_\_\_\_ Other: \_\_\_\_

13-R-05 A Resolution Of The Mayor And Council Of The City Of College Park Adopting Program Guidelines For The Commercial Tenant Improvement Program

Motion by: Catlin  
To: Adopt  
Second:  
Aye: \_\_\_\_\_  
Nay: \_\_\_\_\_ Other: \_\_\_\_\_

13-O-02 Introduction Of Ordinance Of The Mayor And Council Of The City Of College Park, Maryland, Amending Chapter 30 "Districts, Council" To Amend The Adopted Redistricting Plan For Council Member Elections To Include Land Annexed Since The Adoption Of Ordinance 11-O-09  
***(The Public Hearing is scheduled for March 26 at 7:15 p.m.)***

Motion by: Day  
To: Introduce  
Second:

13-G-26 Appointments to Boards and Committees

Motion by:  
To: Adopt  
Second:  
Aye: \_\_\_\_\_  
Nay: \_\_\_\_\_ Other: \_\_\_\_\_

COUNCIL COMMENTS

COMMENTS FROM THE AUDIENCE

ADJOURN

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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.

# Public Hearing

13-O-01

**ORDINANCE**  
**OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, MARYLAND,**  
**AMENDING CHAPTER 179 "TREE AND LANDSCAPE MAINTENANCE" TO AMEND**  
**§179-1, "DEFINITIONS", §179-2, "PURPOSE; APPLICABILITY", AND §179-5 "TREE**  
**AND LANDSCAPE BOARD" TO EXPAND OR CLARIFY CERTAIN DEFINITIONS,**  
**TO CLARIFY THAT THE DESIGNEES OF THE CHAIRPERSON OF THE**  
**COMMITTEE FOR A BETTER ENVIRONMENT, THE PLANNING, COMMUNITY**  
**AND ECONOMIC DEVELOPMENT DIRECTOR AND THE PUBLIC WORKS**  
**DIRECTOR MAY ACT IN THEIR PLACE AS VOTING MEMBERS OF THE TREE**  
**AND LANDSCAPE BOARD, AND TO SET THE QUORUM OF THE BOARD AS A**  
**MAJORITY OF THE APPOINTED MEMBERS.**

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

WHEREAS, the Council has adopted Chapter 179, "Tree and Landscape Maintenance" of the City Code to make provision for the protection of trees, shrubs and ground covers on public property and to encourage the protection of healthy trees, shrubs and ground covers on private property; and

WHEREAS, the Council has established a Tree and Landscape Board ("Board") to provide assistance and recommendations that support the purposes of Chapter 179; and

WHEREAS, pursuant to §179-5, the Board has proposed changes to Chapter 179; and

WHEREAS, the Mayor and Council have determined that it is in the public interest to adopt the changes proposed by the Board.

**Section 1.** NOW THEREFORE, BE IT ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland that Chapter 179 "Tree and Landscape Maintenance", §179-1, "Definitions" be and it is hereby repealed, re-enacted and amended to read as follows:

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CAPS	: Indicate matter added to existing law.
[Brackets]	: Indicate matter deleted from law.
Asterisks * * *	: Indicate matter remaining unchanged in existing law but not set forth in Ordinance

**§179-1 Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

INSTALLATION - The proper planting of trees, shrubs and ground covers.

LANDSCAPE - Trees, shrub, [and] ground covers AND OTHER MATERIALS presently or hereafter planted within the City limits.

MAINTENANCE - All necessary operations, including but not limited to pruning, mowing, spraying, watering, fertilizing and [braeing] STAKING.

PRIVATE LAND - All land exclusive of public ways and public areas.

PUBLIC AREA - All public ways, parks and other lands owned or leased by the City.

PUBLIC WAY - All public streets, roads, boulevards, alleys and sidewalks.

**Section 2. BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park Maryland that Chapter 179 "Tree and Landscape Maintenance", §175-2, "Purpose; applicability" be and it is hereby repealed, re-enacted and amended to read as follows:

**§179-2. Purpose; applicability.**

A. - B. \* \* \* \*

C. The organizational provisions of this chapter create positions and a Board whose purposes are to:

(1) - (2) \* \* \* \*

(3) Protect trees, shrubs, [and] ground covers AND OTHER MATERIALS located on public property from undesirable or unsafe installation, removal and maintenance practices TO INSURE THAT NO LIABILITY OCCURS FROM SAID PRACTICES.

(4) - (6) \* \* \* \*

**Section 3. BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park Maryland that Chapter 179 "Tree and Landscape Maintenance", §179-5, "Tree and Landscape Board" be and it is hereby repealed, re-enacted and amended to read as follows:

**§179-5 Tree and Landscape Board.**

A. Board membership and operation.

(1) By this chapter, the Tree and Landscape Board of the City of College Park, hereafter referred to as the "Board," is established.

(2) The Board shall have the following nine voting members: five citizens of the City appointed by the Mayor and Council of the City of College Park, the Chairperson of the Committee for a Better Environment OR DESIGNEE, the City Forester, the Planning, Community and Economic Development Director OR DESIGNEE and the Public Works Director OR DESIGNEE.

(3) The five Board members appointed by the Mayor and Council shall serve staggered, two-year terms, except in the year the Board is established. In the year the Board is established, three appointments shall be for one year and two for two years. Thereafter, all appointments shall be made for two-year terms.

(4) Members of the Board shall receive reimbursement for reasonable expenses in accordance with City procedures. Further, a reasonable sum of money shall be allocated for clerical support for the Board.

(5) The Board shall choose its own officers, adopt its own rules of procedure, subject to approval of the Mayor and Council, and keep an official record of its meetings and proceedings. A majority of its APPOINTED members shall constitute a quorum for the purpose of transacting business.

B. \* \* \* \*

**Section 4. BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that, upon formal introduction of this proposed Ordinance, which shall be by way of a motion duly seconded and without any further vote, the City Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of

the City Clerk and shall publish this proposed ordinance or a fair summary thereof in a newspaper having a general circulation in the City of College Park together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council. The public hearing, hereby set for \_\_\_\_\_ P.M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, shall follow the publication by at least seven (7) days, may be held separately or in connection with a regular or special Council meeting and may be adjourned from time to time. All persons interested shall have an opportunity to be heard. After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it. As soon as practicable after adoption, the City Clerk shall have a fair summary of the Ordinance and notice of its adoption published in a newspaper having a general circulation in the City of College Park and available at the City's offices. This Ordinance shall become effective on \_\_\_\_\_, 2013 provided that a fair summary of this Ordinance is published at least once prior to the date of passage and once as soon as practical after the date of passage in a newspaper having general circulation in the City.

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

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

**EFFECTIVE** the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**ATTEST:**

**THE CITY OF COLLEGE PARK,  
MARYLAND**

By: \_\_\_\_\_  
Janeen S. Miller, CMC, City Clerk

By: \_\_\_\_\_  
Andrew M. Fellows, Mayor

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

\_\_\_\_\_  
Suellen M. Ferguson, City Attorney

ORDINANCE

ORDINANCE NUMBER: 13-0-01

To: Amend Chapter 199 - Tree + Landscape  
Maintenance

INTRODUCED 1/22/2013 BY Mitchell Afzali

Public Hearing set for 2/26/2013 @ 7:15 pm (date)

Copies to Mayor and Council on 1/18/2013 (date)

Copies in Office of City Clerk

File  
DB  
1-23-13

**PUBLIC HEARING ADVERTISED**

\_\_\_\_ City Clerk advertises ordinance and public hearing notice in Newspaper:

(name) Bronette-Municipal scene on (date): Jan 31, 2013  
(ABOVE MUST BE PUBLISHED AT LEAST SEVEN (7) DAYS PRIOR TO PUBLIC HEARING)

P. H. Notice Posted: Bulletin Board: 1-23-13 Cable: 1-23-13 Website: 1-23-13

DATE ADOPTED: \_\_\_\_\_ ADOPTED AS INTRODUCED?: \_\_\_\_\_

VOTE: YES \_\_\_\_\_, NO \_\_\_\_\_, ABSTAIN \_\_\_\_\_

OTHER: \_\_\_\_\_

EFFECTIVE (usually the 21st day after adoption): \_\_\_\_\_

AFTER ADOPTION: Fair Summary Published in:

(name) \_\_\_\_\_ on (date) \_\_\_\_\_

Fair Summary Posted: Bulletin Board: \_\_\_\_\_ Cable: \_\_\_\_\_ Website: \_\_\_\_\_

Sent to General Code Publishers For (Specify date for each):

Hard-Copy Update: \_\_\_\_\_ E-Code Update: \_\_\_\_\_ Supp. #: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



# CITY OF COLLEGE PARK MUNICIPAL SCENE

4500 KNOX ROAD, COLLEGE PARK, MARYLAND 20740 • 240-487-3500

[www.collegeparkmd.gov](http://www.collegeparkmd.gov)

January 31, 2013

## City Hall Bulletin Board

### MAYOR AND COUNCIL MEETINGS

- JANUARY 5, 2013**  
 10:00 A.M. MAYOR AND COUNCIL WORKSESSION  
**JANUARY 12, 2013**  
 10:00 A.M. PUBLIC HEARING – 13-AR-01 DOMAIN ANNEXATION  
 10:00 A.M. MAYOR AND COUNCIL REGULAR MEETING  
**JANUARY 19, 2013**  
 10:00 A.M. MAYOR AND COUNCIL WORKSESSION  
**JANUARY 26, 2013**  
 10:00 A.M. PUBLIC HEARING – 13-0-01 CHAPTER 179, TREE AND LANDSCAPE MAINTENANCE  
 10:00 A.M. MAYOR AND COUNCIL REGULAR MEETING  
**FEBRUARY 5, 2013**  
 10:00 A.M. MAYOR AND COUNCIL WORKSESSION  
**FEBRUARY 12, 2013**  
 10:00 A.M. MAYOR AND COUNCIL REGULAR MEETING  
**FEBRUARY 19, 2013**  
 10:00 A.M. MAYOR AND COUNCIL WORKSESSION  
**FEBRUARY 26, 2013**  
 10:00 A.M. MAYOR AND COUNCIL REGULAR MEETING

meetings will take place in the 2nd floor Council Chambers of City Hall, 4500 Knox Road, College Park, Maryland unless noted. All meetings are open to the public except Executive Sessions. In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at 240-487-3501 and describe the assistance that is necessary. Mayor and Council meetings can be viewed live on Comcast cable channel 71 or Verizon channel 25. Regular Council Meetings and Worksessions are broadcast in their entirety at the following times: Wednesdays at 8:00 p.m., Thursdays and Fridays at 6 p.m., and Saturdays at 10:00 a.m. Worksessions and Council meetings may also be viewed live over the internet. If you are interested in watching the live meetings from their computer should visit the website at [www.collegeparkmd.gov](http://www.collegeparkmd.gov), and click on the menu item "Council Meetings Video". You will be redirected to the Granicus, Inc. web site which will provide web streaming and archiving of Council meetings. Meetings that are broadcasted will also be archived for future viewing through the City's website. Meeting Agendas are posted on the City's website on the Friday afternoon prior to the meeting - [www.collegeparkmd.gov](http://www.collegeparkmd.gov) - and are available at the City Clerk's Office. Meeting back-up materials will be posted to the website on the Monday following the meeting.

### NOTICE OF PUBLIC HEARING

ORDINANCE 13-O-01  
 TUESDAY, FEBRUARY 26, 2013 -- 7:15 p.m.  
 2ND FLOOR COUNCIL CHAMBERS  
 CITY HALL, 4500 KNOX ROAD

Ordinance Of The Mayor And Council Of The City Of College Park, Maryland, Amending Chapter 179 "Tree And Landscape Maintenance" To Amend §179-1, "Definitions", §179-2, "Purpose; Applicability", And §179-5 "Tree And Landscape Board" To Expand Or Clarify Certain Definitions, To Clarify That The Designees Of The Chairperson Of The Committee For A Better Environment, The Planning, Community And Economic Development Director And The Public Works Director May Act In Their Place As Voting Members Of The Tree And Landscape Board, And To Set The Quorum Of The Board As A Majority Of The Appointed Members.

Copies of this Ordinance may be obtained from the City Clerk's Office, 4500 Knox Road, College Park, MD 20740, call 240-487-3501, or visit [www.collegeparkmd.gov](http://www.collegeparkmd.gov).

### BUILDING HOURS

City Hall building hours are:  
 Monday through Friday 8:00 a.m. to 7 p.m.  
 Saturday 1:00 p.m. to 5 p.m.  
 (The building is closed on Sundays.)

Parking tickets may be paid online at [www.collegeparkmd.gov](http://www.collegeparkmd.gov), by mail, or using the dropbox at the City Hall entrance.

## Around Town!



### FAMILY FUN BOWLING BASH

SUNDAY, FEBRUARY 10, 2013  
 1:00-4:00 P.M.  
 AMF COLLEGE PARK LANES  
 9021 BALTIMORE AVENUE, COLLEGE PARK, MD

Cost \$5.00\* per person  
 Includes unlimited bowling from 1:00-4:00 p.m., shoe rental, soda & pizza.  
 \*For the first 100 residents from College Park. After that, the price will be \$10.00 per person.

### CITY OF COLLEGE PARK WINTER ALERT SNOW & ICE REMOVAL

Property owners, occupants and merchants are reminded of the City requirement to remove accumulated snow and ice from all walkways, driveways, parking lots and other areas used by pedestrians or automobiles. The owner or occupant of any property that abuts the sidewalk must clean public sidewalks of ice, sleet and snow for their full width. It is required that snow and ice be removed within the first eight (8) hours of daylight after snowfall stops. These requirements are listed under City Code Sections 157-6(B) (10) and 141-5(A).

Though City code enforcement officers may not cite all such violations immediately after a storm, failure to comply with this regulation in a timely manner could be used as evidence by anyone injured in a fall on or adjacent to your property if you are sued for such injuries.

Be prepared! Keep snow shovels and salt ready for the next storm, and plan to have help available if necessary to make your walkway safe as soon as the snow stops falling.

From The Public Works Dept...  
 9217 51st Avenue 240-487-3590  
[publicworks@collegeparkmd.gov](mailto:publicworks@collegeparkmd.gov)

### SNOW AND ICE CONTROL – PARK ON THE EVEN SIDE!

Public Works crews plow and salt City streets and parking lots to clear snow and ice.

Things you can do to help include:

- Move parked cars off the street so the snow plows can clear snow to the curb.
- If off-street parking is not available during predicted snowstorms, park on the EVEN side of the road (EXCEPTION: if your address is odd-numbered and the area across from your house is undeveloped, park on the odd side of the street)
- Clear snow and ice from the sidewalks in front of your residence. THIS INCLUDES STORMDRAINS! The City is responsible for clearing the streets; residents should work together to help keep driveways and storm drains clear.
- Crews work around the clock during snow emergencies to clear the streets.



NOTICE OF PUBLIC HEARING  
ORDINANCE 13-O-01  
TUESDAY, FEBRUARY 26, 2013  
2ND FLOOR COUNCIL CHAMBERS  
CITY HALL, 4500 KNOX ROAD  
7:15 p.m.

Ordinance Of The Mayor And Council Of The City Of College Park, Maryland, Amending Chapter 179 "Tree And Landscape Maintenance" To Amend §179-1, "Definitions", §179-2, "Purpose; Applicability", And §179-5 "Tree And Landscape Board" To Expand Or Clarify Certain Definitions, To Clarify That The Designees Of The Chairperson Of The Committee For A Better Environment, The Planning, Community And Economic Development Director And The Public Works Director May Act In Their Place As Voting Members Of The Tree And Landscape Board, And To Set The Quorum Of The Board As A Majority Of The Appointed Members.

Copies of this Ordinance may be obtained from the City Clerk's Office, 4500 Knox Road, College Park, MD 20740, call 240-487-3501, or visit [www.collegeparkmd.gov](http://www.collegeparkmd.gov).

# MINUTES

**MINUTES**  
**Public Hearing (13-AR-01) and Regular Meeting**  
**College Park City Council**  
**Tuesday, February 12, 2013**  
**8:00 p.m. – 8:25 p.m.**

**PRESENT:** Mayor Andrew 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; Terry Schum, Director of Planning; Bob Ryan, Director of Public Services; Josh Ratner, Student Liaison.

**Public Hearing**  
**13-AR-01 – Domain Annexation Resolution**  
**8:00 p.m.**

**Annexation 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 4.4384± Acres**

Mayor Fellows opened the Public Hearing on 13-AR-01 at 8:00 p.m. The Public Hearing was originally scheduled for 7:15 p.m., but due to the events described below the start time was pushed back to 8:00 p.m. The new start time for the Public Hearing was announced in the usual ways.

No one was present to testify on this Annexation Resolution.

Mayor Fellows closed the Public Hearing at 8:01 p.m.

**Regular Meeting**  
**College Park City Council**  
**8:01 p.m.**

Mayor Fellows opened the Regular Meeting of the College Park City Council at 8:01 p.m. He explained the delay in the public hearing and the regular meeting: There was a murder-suicide in the City's Crystal Springs neighborhood early this morning that involved University of Maryland students. There was a memorial vigil at the UMD Chapel at 7:00 p.m. tonight, so the start time was pushed back to allow Councilmembers to attend. Mayor Fellows expressed the sense of loss and sadness throughout the community on today's tragedy. He asked for a moment of silence to remember the victims and their families and friends. Councilmember Mitchell led the Pledge of Allegiance.

**Minutes:** A motion was made by Councilmember Mitchell and seconded by Councilmember Day to adopt the minutes of the January 22, 2013 Regular Meeting. The motion passed 8 – 0 – 0.

**Announcements:**

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

Councilmember Catlin said the Berwyn District Civic Association would meet next Thursday February 21 at Fealy Hall.

Councilmembers Afzali and Mitchell discussed the incident that took place in the Crystal Springs neighborhood this morning.

**Amendments to the Agenda:** Item 13-G-18, the letter in support of HB 337/SB 514, was pulled off the agenda and will be considered in Special Session at next week's Worksession.

**City Manager's Report:** Mr. Nagro reminded everyone that City offices will be closed on Monday, February 18 for the Presidents Day holiday. Trash/recycling will be pushed back one day next week. He advised the Council about the items in tonight's red folders.

Mr. Nagro then introduced Capt. David Lloyd, Prince George's County Police Acting District 1 Commander, who addressed Council about today's incident.

**Student Liaison's Report:** Mr. Ratner thanked the Mayor and Council for attending tonight's memorial vigil. He updated the Council on what is being debated in the senate and on bills being supported by the SGA. He said the SGA is forming a City Committee to support student representation on the Neighborhood Stabilization and Quality of Life Workgroup. The SGA will be lobbying in Annapolis for funding for the College Park Academy.

**Comments from the Audience on Non-Agenda Items:** None.

**Consent Agenda:** A motion was made by Councilmember Wojahn and seconded by Councilmember Catlin to adopt the Consent Agenda, which consisted of the following items:

- 13-G-15      **Approval of a letter in support of the FBI headquarters to relocate to Greenbelt Station**
  
- 13-G-16      **Contract award to Low Impact Development Center (LIDC) for consulting services under the Green Streets – Green Jobs grant in the amount of \$35,000, CIP #113004, subject to grantor approval.**

**The motion passed 8 – 0 – 0.**

**Action Items:**

**13-R-03 Resolution Of The Mayor And Council Of The City Of College Park To Amend The Adopted Annexation Plan For The Annexation Of Approximately 4.4384± 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**

**A motion was made by Councilmember Day to adopt 13-R-03, a Resolution Of The Mayor And Council Of The City Of College Park To Amend The Adopted Annexation Plan For The Annexation Of Approximately 4.4384± 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.**

City Attorney Ferguson explained that this Resolution is needed to adopt an amendment to the annexation plan for the Domain annexation. This amendment corrects the Fire/EMS first responder designation to College Park.

There were no comments from the Council.

**The motion passed 8 – 0 – 0.**

**13-AR-01 Adoption of Annexation 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 4.4384± Acres**

**A motion was made by Councilmember Day and seconded by Councilmember Afzali to adopt 13-AR-01, an Annexation 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 4.4384± Acres.**

Ms. Ferguson said that the owners of the Domain property had previously agreed to be annexed into the City and this is the last step in the process to do so.

There were no comments from the Council.

**The motion passed 8 – 0 – 0.**

### **13-G-17 Approval of Additional FY 2013 Public School Education Grants**

**A motion was made by Councilmember Wojahn and seconded by Councilmember Mitchell that the City Council approve the following FY '13 Public School Education Grant awards: \$2,500 to Buck Lodge Middle School for the Positive Behavior Intervention and Supports Incentive Program; \$2,500 to Hyattsville Middle School for STEM Academy Program (Science, Technology, Engineering and Mathematics); \$6,500 to Greenbelt Middle School for the School College Awareness Program.**

Councilmember Wojahn commented that the City of College Park approved six grants to local boundary public schools last month. The awards to these final three schools conclude our Public Education grant program for this fiscal year. The City of College Park demonstrates its strong commitment to the education of its children in many ways including through this grant process. The purpose of these grants 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.

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

**The motion passed 8 – 0 – 0.**

**Council Comments:** None.

Mr. Nagro asked Council if there were any additional comments on the Four Cities letter on the FBI relocation to the Greenbelt property. There were not.

**Adjourn:** A motion was made by Councilmember Wojahn and seconded by Councilmember Afzali to adjourn the meeting. Mayor Fellows adjourned the meeting at 8:25 p.m. with a vote of 8 – 0 – 0.

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Janeen S. Miller, CMC  
City Clerk

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Date  
Approved

# CONSENT AGENDA



February 26, 2013

City of College Park  
240-487-3500  
www.collegeparkmd.gov

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City Hall  
4500 Knox Road  
College Park, MD 20740-3390

City Manager  
240-487-3501

City Clerk  
240-487-3501

Finance  
240-487-3509

Human Resources  
240-487-3533

Parking Enforcement  
240-487-3520

Planning  
240-487-3538

---●---

Youth & Family Services  
4912 Nantucket Road  
College Park, MD 20740-1458

240-487-3550

Seniors Program  
301-345-8100

---●---

Public Services  
4601-A Calvert Road  
College Park, MD 20740-3421

Code Enforcement  
240-487-3570

---●---

Public Works  
9217 51st Avenue  
College Park, MD 20740-1947

240-487-3590

The Honorable Sheila Hixson, Chair  
Ways and Means Committee  
House Office Building, Room 131  
6 Bladen Street  
Annapolis, MD 21401

**RE: HB 820 – Municipal Property Taxes – Annual Budget Ordinance and Special Rates**

Dear Chair Hixson and Committee Members:

The City of College Park opposes HB 820 in its current form as it would primarily limit the City’s ability to set different tax rates by property class and subclass. This bill could prevent the City from later using this important tool.

HB 820 lacks definitions for the words “class” and “subclass.” A tax “class” should be defined as a residential or commercial tax category. A tax “subclass” should be defined as the specific use codes within individual classes. Adding these definitions would ensure that affected parties understand the bill.

Currently, Maryland municipalities have the authority to impose different tax rates for different classes of real property. The municipalities can flexibly charge a higher or lower tax rate for each individual tax class and use code depending on specific community needs. This authority allows municipalities to set tax rates which respond to service level situations present within the city / town.

HB 820 would limit this authority to set different tax rates for different classes and use codes. Although, currently, municipalities can have a wide range between one tax class and another, the bill arbitrarily proposes to create a 10 percent cap as the maximum difference between classes. This cap could prevent the municipality from being able to adequately cover service costs.

In addition, HB 820 would require the municipality to use a process separate from the annual budget ordinance process to adopt a new tax class. It also limits the possible tax classes and use codes to those created by the Maryland State Department of Assessments and Taxation (SDAT).

The requirement to provide a separate process for adopting a different tax class coincides with our goal to adequately receive public input. The City also only uses tax classes created by SDAT. Therefore, those two parts of the bill present minimum issues for the City of College Park. However, the 10 percent cap language of HB 820 makes it difficult for the City to support this legislation.

While the City of College Park has not yet used the ability to set different rates, this may be of interest in the future as a possibility to address certain issues in the City. HB 820 prematurely removes this tool before College Park and many other municipalities can even consider using it. Therefore, we ask for an unfavorable report on this bill in its current form.

Sincerely,

Andrew M. Fellows  
Mayor

cc: 21<sup>st</sup> District Delegation



City of College Park  
240-487-3500  
www.collegeparkmd.gov

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City Hall  
4500 Knox Road  
College Park, MD 20740-3390

City Manager  
240-487-3501

City Clerk  
240-487-3501

Finance  
240-487-3509

Human Resources  
240-487-3533

Parking Enforcement  
240-487-3520

Planning  
240-487-3538

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Youth & Family Services  
4912 Nantucket Road  
College Park, MD 20740-1458

240-487-3550

Seniors Program  
301-345-8100

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Public Services  
4601-A Calvert Road  
College Park, MD 20740-3421

Code Enforcement  
240-487-3570

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Public Works  
9217 51st Avenue  
College Park, MD 20740-1947

240-487-3590

February 26, 2013

The Honorable Maggie McIntosh, Chair  
Environmental Matters Committee  
House Office Building, Room 251  
6 Bladen Street  
Annapolis, MD 21401

**RE: HB 640 – Washington Suburban Sanitary Commission - Sewage Leaks -  
Notice Requirements MC/PG 115-13**

Dear Chair McIntosh and Committee Members:

The City of College Park supports HB 640 which would require the Washington Suburban Sanitary Commission (WSSC) to notify the county and any municipal corporation when they plan to work on a sewage leak in that particular jurisdiction.

HB 640 presents the opportunity to improve the line of communication between WSSC and the jurisdictions within which it works. The City often receives questions from residents about the work being performed by WSSC and it is unable to provide many project details or the estimated project duration. This bill allows the City to receive information which can be forwarded to city residents. Maturing the communication between jurisdictions and WSSC will help College Park and other municipalities to improve customer service and better serve city residents.

We ask for your favorable support of this bill.

Sincerely,

Andrew M. Fellows  
Mayor

cc: 21<sup>st</sup> District Delegation  
Delegate Tom Hucker, Sponsor

**13-O-01**

MOTION: I move to adopt ordinance 13-O-01 of the Mayor and Council of the City of College Park, Maryland, amending chapter 179 “Tree and Landscape Maintenance” to amend §179-1, “Definitions”, §179-2, “Purpose; applicability”, and §179-5 “Tree and Landscape Board” to expand or clarify certain definitions, to clarify that the designees of the Chairperson of the Committee for a Better Environment, the Planning, Community and Economic Development Director and the Public Works Director may act in their place as voting members of the Tree and Landscape Board, and to set the quorum of the Board at a majority of the appointed members.

**DISCUSSION:**

The Council has adopted Chapter 179, “Tree and Landscape Maintenance” of the City Code to make provision for the protection of trees, shrubs and ground covers on public property and to encourage the protection of healthy trees , shrubs and ground covers on private property. The Council has established a Tree and Landscape Board (“Board”) to provide assistance and recommendations that support the purposes of Chapter 179. The Board has proposed changes to Chapter 179, including clarifications as to representation on the Board, what constitutes a quorum, definitions and purpose. The Council is adopting those recommendations.

**ORDINANCE**  
**OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, MARYLAND,**  
**AMENDING CHAPTER 179 "TREE AND LANDSCAPE MAINTENANCE" TO AMEND**  
**§179-1, "DEFINITIONS", §179-2, "PURPOSE; APPLICABILITY", AND §179-5 "TREE**  
**AND LANDSCAPE BOARD" TO EXPAND OR CLARIFY CERTAIN DEFINITIONS,**  
**TO CLARIFY THAT THE DESIGNEES OF THE CHAIRPERSON OF THE**  
**COMMITTEE FOR A BETTER ENVIRONMENT, THE PLANNING, COMMUNITY**  
**AND ECONOMIC DEVELOPMENT DIRECTOR AND THE PUBLIC WORKS**  
**DIRECTOR MAY ACT IN THEIR PLACE AS VOTING MEMBERS OF THE TREE**  
**AND LANDSCAPE BOARD, AND TO SET THE QUORUM OF THE BOARD AS A**  
**MAJORITY OF THE APPOINTED MEMBERS.**

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

WHEREAS, the Council has adopted Chapter 179, "Tree and Landscape Maintenance" of the City Code to make provision for the protection of trees, shrubs and ground covers on public property and to encourage the protection of healthy trees, shrubs and ground covers on private property; and

WHEREAS, the Council has established a Tree and Landscape Board ("Board") to provide assistance and recommendations that support the purposes of Chapter 179; and

WHEREAS, pursuant to §179-5, the Board has proposed changes to Chapter 179; and

WHEREAS, the Mayor and Council have determined that it is in the public interest to adopt the changes proposed by the Board.

**Section 1.** NOW THEREFORE, BE IT ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland that Chapter 179 "Tree and Landscape Maintenance", §179-1, "Definitions" be and it is hereby repealed, re-enacted and amended to read as follows:

CAPS	: Indicate matter added to existing law.
[Brackets]	: Indicate matter deleted from law.
Asterisks ***	: Indicate matter remaining unchanged in existing law but not set forth in Ordinance

**§179-1 Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

INSTALLATION - The proper planting of trees, shrubs and ground covers.

LANDSCAPE - Trees, shrub, [and] ground covers AND OTHER MATERIALS presently or hereafter planted within the City limits.

MAINTENANCE - All necessary operations, including but not limited to pruning, mowing, spraying, watering, fertilizing and [bracing] STAKING.

PRIVATE LAND - All land exclusive of public ways and public areas.

PUBLIC AREA - All public ways, parks and other lands owned or leased by the City.

PUBLIC WAY - All public streets, roads, boulevards, alleys and sidewalks.

**Section 2. BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park Maryland that Chapter 179 “Tree and Landscape Maintenance”, §175-2, “Purpose; applicability” be and it is hereby repealed, re-enacted and amended to read as follows:

**§179-2. Purpose; applicability.**

A. - B. \* \* \* \*

C. The organizational provisions of this chapter create positions and a Board whose purposes are to:

(1) - (2) \* \* \* \*

(3) Protect trees, shrubs, [and] ground covers AND OTHER MATERIALS located on public property from undesirable or unsafe installation, removal and maintenance practices TO INSURE THAT NO LIABILITY OCCURS FROM SAID PRACTICES.

(4) - (6) \* \* \* \*

**Section 3. BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park Maryland that Chapter 179 "Tree and Landscape Maintenance", §179-5, "Tree and Landscape Board" be and it is hereby repealed, re-enacted and amended to read as follows:

**§179-5 Tree and Landscape Board.**

A. Board membership and operation.

(1) By this chapter, the Tree and Landscape Board of the City of College Park, hereafter referred to as the "Board," is established.

(2) The Board shall have the following nine voting members: five citizens of the City appointed by the Mayor and Council of the City of College Park, the Chairperson of the Committee for a Better Environment OR DESIGNEE, the City Forester, the Planning, Community and Economic Development Director OR DESIGNEE and the Public Works Director OR DESIGNEE.

(3) The five Board members appointed by the Mayor and Council shall serve staggered, two-year terms, except in the year the Board is established. In the year the Board is established, three appointments shall be for one year and two for two years. Thereafter, all appointments shall be made for two-year terms.

(4) Members of the Board shall receive reimbursement for reasonable expenses in accordance with City procedures. Further, a reasonable sum of money shall be allocated for clerical support for the Board.

(5) The Board shall choose its own officers, adopt its own rules of procedure, subject to approval of the Mayor and Council, and keep an official record of its meetings and proceedings. A majority of its APPOINTED members shall constitute a quorum for the purpose of transacting business.

B. \* \* \* \*

**Section 4. BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that, upon formal introduction of this proposed Ordinance, which shall be by way of a motion duly seconded and without any further vote, the City Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of

the City Clerk and shall publish this proposed ordinance or a fair summary thereof in a newspaper having a general circulation in the City of College Park together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council. The public hearing, hereby set for \_\_\_\_\_ P.M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, shall follow the publication by at least seven (7) days, may be held separately or in connection with a regular or special Council meeting and may be adjourned from time to time. All persons interested shall have an opportunity to be heard. After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it. As soon as practicable after adoption, the City Clerk shall have a fair summary of the Ordinance and notice of its adoption published in a newspaper having a general circulation in the City of College Park and available at the City's offices. This Ordinance shall become effective on \_\_\_\_\_, 2013 provided that a fair summary of this Ordinance is published at least once prior to the date of passage and once as soon as practical after the date of passage in a newspaper having general circulation in the City.

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

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

**EFFECTIVE** the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**ATTEST:**

**THE CITY OF COLLEGE PARK,  
MARYLAND**

By: \_\_\_\_\_  
Janeen S. Miller, CMC, City Clerk

By: \_\_\_\_\_  
Andrew M. Fellows, Mayor

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

\_\_\_\_\_  
Suellen M. Ferguson, City Attorney

**13-R-04**

**Motion:**

**I Move That The City Council Adopt Resolution 13-R-04, A Resolution Of The Mayor And Council Of The City Of College Park, Maryland Establishing An Award In Recognition Of Councilmember John Edward "Jack" Perry.**

**Comments:**

- Jack Perry served on the College Park City Council from 1979 – 1983 and from 1989 to 2011, for a total of 26 years, tied with Mayor Davis as the second-longest serving official in the City's history.
- After Councilmember Perry passed away last year, members of the Berwyn community and the Berwyn District Civic Association, Inc. met and discussed the creation of a City award to honor Jack Perry's contributions to his neighborhood and the City.
- The Mayor and Council of the City of College Park share the desire to honor the memory and legacy of Jack Perry through an Award to a deserving member of the community.
- The Resolution that the Council will adopt tonight establishes criteria and guidelines for the Jack Perry Award, which will be used to recognize a College Park resident who has participated to an extraordinary degree in neighborhood, civic, or municipal affairs within the City in a manner that improves public spaces, fosters community cohesion, eradicates blight, informs discussion of public issues, provides leadership, and/or furthers the best interests of the City as a whole
- The first nomination period for the Jack Perry Award will be from May 15 – July 15 of this year.

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE  
PARK, MARYLAND ESTABLISHING AN AWARD IN RECOGNITION OF  
COUNCILMEMBER JOHN EDWARD "JACK" PERRY**

**WHEREAS**, John Edward "Jack" Perry moved to College Park in March of 1969 and was active in his community until his death in 2012; and

**WHEREAS**, over the years, Jack Perry served on the Board of Directors and as President of the Berwyn District Civic Association, as President of the College Park Boys and Girls Club, and on numerous other boards, coalitions, task forces and committees; and

**WHEREAS**, Jack Perry served on the College Park City Council from 1979 – 1983 and from 1989 to 2011, for a total of 26 years, tied with Mayor Davis as the second-longest serving official in the City's history; and

**WHEREAS**, Jack Perry volunteered his time in countless ways to improve the quality of life in College Park, fostered neighborhood pride, participated in public discussion in an informed and fair-minded way, and provided leadership at all levels of city life.

**WHEREAS**, members of the Berwyn community and the Berwyn District Civic Association, Inc. met and discussed the creation of a City award to honor Jack Perry's contributions to his neighborhood and the City; and

**WHEREAS**, the Mayor and Council of the City of College Park share the desire to honor the memory and legacy of Jack Perry through an Award to a deserving member of the community.

**NOW THEREFORE BE IT RESOLVED**, that the "**Jack Perry Award**" be and it is hereby established as follows:

1. Nominations:

Any resident, neighborhood association or organization located in the City of College Park may submit a nomination for the Jack Perry Award. Nominations shall be submitted in writing to the City Clerk for the City of College Park. The nomination period shall be open annually from May 15 (Jack Perry's birthday) to July 15.

2. Criteria:

The Jack Perry Award will recognize a College Park resident who has participated to an extraordinary degree in neighborhood, civic, or municipal affairs within the City in a manner that improves public spaces, fosters community cohesion, eradicates blight, informs discussion of public issues, provides leadership, and/or furthers the best interests of the City as a whole. Although our community may never again see as public-spirited a citizen as Jack, his spirit and example should be honored and emulated. It is in the interest of the City to periodically recognize a resident who embodies the qualities Jack so admirably lived.

3. Eligibility:

To be eligible, a person must be at least 18 years of age, a registered voter or legal resident of College Park.

4. Frequency of the Award:

The Jack Perry Award shall be conferred when and if an eligible member of the community is nominated and found to be deserving of the Award. The Award will be advertised annually but there is no obligation to grant the award each year.

5. Selection Process:

Nominations will be reviewed by a subcommittee of at least three persons appointed by the Mayor. The subcommittee shall include a member of the Perry family. The subcommittee's recommendation will be forwarded to the full Council for approval by majority vote.

6. Award:

This is a non-monetary award to be given to the person selected by the Council at a regular meeting in September or October.

**ADOPTED** by the Mayor and Council of the City of College Park this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**EFFECTIVE** the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**WITNESS:**

**THE CITY OF COLLEGE PARK,  
MARYLAND**

\_\_\_\_\_  
Janeen S. Miller, CMC, City Clerk

\_\_\_\_\_  
Andrew M. Fellows, Mayor

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

\_\_\_\_\_  
Suellen M. Ferguson, City Attorney

**13-G-23**

**Motion for Councilmember Mitchell  
“Maryland Smart Energy Community” program**

**Agenda Item 13-G-23**

**Motion:**

**I move that the City Council approve the submission of, and give City Manager Joseph L. Nagro authorization to sign, a Letter of Intent to the Maryland Energy Administration for the City’s participation in the Maryland Smart Energy Community program.**

**Comments:**

- The Smart Energy Community Program is a new project of the State of Maryland Energy Administration (MEA) to incentivize local governments to adopt specific policies to reduce energy consumption and develop renewable energy opportunities. To apply for the program a letter of intent must be submitted by interested localities by March 1<sup>st</sup>, 2013 which will determine the level of funding that the City will be eligible to apply for.
- The City will then submit on or before April 5th an application to pursue two out of three required Smart Energy Communities policies.
- If chosen by the MEA for the program, the City will have until December 31, 2013 to fully adopt two policies and submit plans for implementation. Each of the policies has specific deliverables and time frames that grantees must meet. Upon adoption, the City will become a designated Smart Energy Community and will be eligible, according to program agreements, to apply for grant funding within their chosen two areas of energy reduction.

<b>Name of Local Government (City/County /Town)</b>																											
City of College Park, Maryland																											
<b>Population</b> (Population, per the 2010 Census: <a href="http://factfinder2.census.gov">http://factfinder2.census.gov</a> Enter the name of the local government in the box under Community Facts)																											
30,413																											
<b>Intent</b>																											
<p>The City of College Park, Maryland intends to submit an application to participate in the Maryland Smart Energy Communities program. We understand that this letter of intent is non-binding, but will help MEA determine levels of grant funding for each participant. Grant funding will be determined by formula and will vary based on population of the municipality, town, city or county and number of total participants. MEA anticipates that grants will be between \$20,000 and \$500,000.</p> <p>Please select the two policies your local government may be interested in pursuing (non-binding). A detailed description of the policies can be found at <a href="http://energy.maryland.gov/Govt/SmartEnergyCommunities">http://energy.maryland.gov/Govt/SmartEnergyCommunities</a>.</p> <p><input checked="" type="checkbox"/> Energy efficiency: Establish an electricity consumption baseline and develop a plan with the goal to reduce per-square foot electricity consumption of city/town or county owned buildings 15% within 5 years of the baseline year.</p> <p><input checked="" type="checkbox"/> Renewable Energy: Reduce conventional centralized electricity generation serving a local government's buildings by meeting 20% of those buildings' electricity demand with distributed, renewable energy generation by 2022.</p> <p><input type="checkbox"/> Petroleum Reduction: Establish a petroleum consumption baseline for all local government vehicles, and put in place a comprehensive program designed to reduce the baseline by 20 percent within five (5) years of the baseline year.</p> <p><input type="checkbox"/> Our local government is not ready to commit to passing two of these three policies by December 31, 2013, but we are interested in getting started with technical assistance from MEA. We understand that choosing this option will mean we are not eligible for grant funding in the first round of the program, though we may be eligible in future rounds.</p>																											
<b>Maryland County where project will be completed</b>																											
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<b>Contact Person</b>	<b>Title</b>	<b>Phone Number</b>	<b>Email Address</b>																								
Jonathan Brown	Planner	240-487-3538	jbrown@collegetparkmd.gov																								

Contact Person	Title	Phone Number	Email Address
Jonathan Brown	Planner	240-487-3538	jbrown@collegeparkmd.gov
<b>Street Address (Please include PO Box number if applicable.)</b>			
4500 Knox Road, College Park, Maryland, 20740-3390			
<b>Signature of Authorized Representative</b>			<b>Date</b>

Return this form by March 1, 2013 to:  
**Maryland Energy Administration**  
**Smart Energy Communities Program**  
60 West Street  
Suite 300  
Annapolis, MD 21401

or email to [LUrbaneK@energy.state.md.us](mailto:LUrbaneK@energy.state.md.us)

Full application is due April 5, 2013, and can be downloaded from  
<http://energy.maryland.gov/Govt/smartenergycommunities/>

**13-G-24**

**Motion for Councilmember Stullich  
Farmers Market Master Contract**

**Agenda Item 13-G-24**

**Motion:**

**I move that the City Council award the Farmers Market Master contract for 2013 to KSM Marketing, LLC in substantially the form attached in an amount not to exceed \$28,600 for the Downtown College Park Farmers Market held on Sundays and that the City Manager be authorized to sign the contract on behalf of the City.**

Comments:

- The Downtown Farmers Market began operation in 2011. The Mayor and Council established a Farmers Market Committee in April 2012 to develop recommendations for how to structure and manage the Market in a way that maximizes its vibrancy and emphasizes locally-grown vegetables, fruits, and other farm products.
- After a good deal of study, the Farmers Market Committee prepared a report to the Mayor and Council which recommended the hiring of a market master to oversee growth.
- After consideration of the Committee's recommendations, the Council directed City staff to issue a Request for Qualification for the market manager position. The successful respondent, KSM Marketing, LLC, offers full-service management capabilities and currently operates two successful farmers markets in Washington, D.C. Under this contract KSM Marketing will provide vendor recruitment, market oversight and day to day management, and marketing services for the Downtown Farmers Market.

**CITY OF COLLEGE PARK, MARYLAND**  
**RFP CP-13-06**  
**Contractor Agreement**

**THIS CONTRACTOR AGREEMENT** (the “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between CITY OF COLLEGE PARK (the “City”), a municipal corporation of the State of Maryland, whose address is 4500 Knox Road, College Park, Maryland 20740 and KSM Marketing, LLC, hereinafter referred to as “Contractor,” whose address is 1955 Foxhall Road, McLean, VA 22101.

**WHEREAS**, Contractor desires to act for the City as an independent contractor to act as market master and to manage the Downtown College Park Farmers Market (“DCPFM”), including pre- and post-season planning and in-season operation, and

**WHEREAS**, the City desires that Contractor provide such services.

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

1. **Appointment.** The City hereby engages Contractor, as an independent contractor to act as market master and to manage the Downtown College Park Farmers Market (“DCPFM”), including pre- and post-season planning and in-season operation., as more particularly described in the Request for Proposals CP-13-06, Farmers Market Manager – Downtown College Park Farmers Market attached hereto and incorporated herein by this reference, and Contractor hereby accepts such work, subject to the terms and provisions of this Agreement.

2. **Scope of Services.** Pursuant to the Agreement, the Contractor agrees to furnish all the material and perform all of the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in accordance with the standards in the industry. The following Contractor services are included as part of this Agreement:

The scope of services outlined below is to be used as a general guide and is not intended to be a complete list of tasks necessary to complete the market master role.

**Off-season Planning and Reporting-**

1. Establish operational guidelines
2. Determine appropriate vendor mix
3. Recruit farms and other vendors
4. Conduct farm visits (if necessary) and select vendors
5. Conduct end of season market evaluation
6. Set goals for next market season
7. Publicize and promote the market’s launch
  - a. Calendar listings
  - b. Press releases

- c. Media events
- d. Social media – Facebook and Twitter
- 8. Design and maintain market website
- 9. E-newsletters

**In-season Management**

- 1. Manage and attend weekly market, beginning on April 14, 2013 and ending on November 17, 2013, from 9:00 a.m. to 2:00 p.m. or as otherwise agreed by the parties.
- 2. Set up and break down market, including vendor placement
- 3. Oversee security, parking, trash removal, and recycling
- 4. Provide tools for market booth
  - a. Tent, table, chairs
  - b. Suggestion box with comment cards
  - c. Collect data
  - d. Recipe cards
  - e. Consumer information, including nutritional and educational materials
- 5. Signage for market and vendors
- 6. Confirm vendor compliance with all applicable rules, regulations, and insurance requirements
- 7. Prepare monthly reports to City staff
  - a. Participation numbers
  - b. Gross sales
  - c. Customer suggestions and complaints
- 8. Collect and remit any City imposed fees, if any exist
- 9. Resolve customer service issues and complaints
- 10. Coordinate volunteers
  - a. Chefs and nutritionists
  - b. Market assistants
  - c. Entertainers
- 11. Publicize and promote the market
  - a. Press and media, including press releases
  - b. Personalized media invites
  - c. Calendar listings
  - d. Strategic partnerships
  - e. Community outreach

**3. Contract Term.** The initial contract term is February 27, 2013 through December 31, 2013. The contract may be extended at the option of the City for an additional one year term from January 1, 2014 through December 31, 2014 on the same terms and conditions. All work shall be performed pursuant to the project schedule submitted by the Contractor. It is understood by the parties hereto that time is of the essence in the completion of the services under this Agreement.

**4. Contract Price.** The City agrees to pay the Contractor, as consideration for the Contractor's satisfactory performance of all obligations under this Agreement, a sum not to exceed Twenty-eight Thousand Six Hundred Dollars (\$28,600.00), which shall include all incidental costs, including, but not limited to, travel, printing, copying, binding, telephone, drawings, diagrams and photographs. Invoices for payment of services may be submitted on a

quarterly basis and must be accompanied by a statement of work completed and percent completed by phase and any other documentation required by the City. Invoices will be paid after approval by the Planning Director and Director of Finance.

Additional services related to this project but not included in the scope of work in this RFP shall be provided by the Contractor on an as-needed basis as directed by the City in writing. Such services shall be billed to the City at the hourly rates established by Contractor's bid or as otherwise approved by the City. Except as noted herein, in no event shall the amount billed by the Contractor exceed that amount attributed to the work completed as of the date of the bill.

**5. Contract Documents.** This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the contract and are termed the Contract Documents:

- Request for Qualifications Submission
- Request for Qualifications CP-13-06 and attachments thereto
- Information Regarding the Bidder
- Required affidavits and certifications

**6. Other Payments; Expenses; Taxes.** The City will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of services pursuant to this Agreement, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Agreement.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor, as an independent Contractor of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Contractor is deemed not to be an independent Contractor by any local, state or federal governmental agency, Contractor agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including, but not limited to, attorneys' fees incurred thereby.

**7. Insurance.** Contractor will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, professional errors and omissions insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Contractor will name the City of College Park as an additional insured.

A. Comprehensive General Liability Insurance

- (1) Personal injury liability insurance with a limit of \$1,000,000 each occurrence/aggregate;

(2) Property damage liability insurance with limits of \$500,000 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

B. Automobile Liability Coverage. Automobile fleet insurance \$1,000,000 for each occurrence/ aggregate; property damage - \$500,000 for each occurrence/aggregate.)

C. Workers' Compensation Insurance. Contractor shall comply with the of workers' compensation insurance. The City will deduct a predetermined percentage of each payment to any Contractor who has failed to provide a Certificate of Insurance for workers' compensation, in order to defray coverage costs of the City. This percentage is subject to change. The Contractor will be provided notification of any change. All corporations are required to provide workers' compensation certificates of insurance.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the City under this Agreement and will name the City as an insured under such policy. Copies of the certificates of insurance for all required coverage shall be furnished to the City prior to beginning work.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

8. **Indemnification.** The Contractor shall indemnify and save harmless the City, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including attorneys' fees, arising directly or indirectly out of the performance of the contract, whether caused by the negligent or intentional act or omission on the part of the Contractor, its agents, servants, employees and subContractors.

9. **Licenses, Permits, Applicable Laws.** Contractor will be responsible for obtaining any and all licenses pertaining to performance of work under the Agreement. All services and materials provided by Contractor shall conform to all applicable laws and regulations. Contractor is responsible for providing all necessary stamped/certified plans and other documentation to support permit applications.

10. **Materials and Standard of Work.** All work performed and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor at Contractor's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Contractor.

11. **Subcontracting.** The Contractor may not subcontract any work required under this Agreement without the consent of the City. If the Contractor wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be subcontracted. The Contractor is not relieved of primary responsibility for full and complete performance of any work delegated to the subcontractor. There shall be no contractual relationship between the City and the subcontractor.

12. **Accurate Information.** The Contractor certifies that all information provided in response to the Request for Proposals or other requests for information is true and correct. Any false or misleading information is grounds for the City to reject the bid and terminate this contract.

13. **Errors in Specifications.** The Contractor shall take no advantage of any error or omission in the specifications. The City shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

14. **Construction and Legal Effect.** This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

15. **No Assignment.** This Agreement shall not be assigned or transferred by Contractor, whether by operation of law or in any other manner, without prior consent in writing from the City. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

16. **Relief.** The Contractor recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the City, and further recognizes that, in such event, monetary damages may be available to the City. Accordingly, in the event of a breach or threatened breach of this Agreement, Contractor consents to the City's entitlement to seek ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Contractor from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from Contractor.

17. **Termination for Default.** Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Contractor to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Agreement. In such event, the City may give notice to the Contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to correct such default within 24 hours after receipt of notification, the City may terminate this Agreement. This provision shall not limit the City in exercising any other rights or remedies it may have.

18. **Termination for Convenience.** The performance of work or delivery of services under this Agreement may be terminated in whole or in part at any time upon written notice when

the City determines that such termination is in its best interest. The City will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination.

**19. Notices.** All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

City:

**Joseph L. Nagro, City Manager**  
City of College Park  
4500 Knox Road  
College Park, MD 20740-3390

Contractor:

Kelly Morris, President  
KSM Marketing, LLC  
1955 Foxhall Road  
McLean, VA 22101.

**20. Costs.** In the event of any breach or failure by a party to fulfill any term, covenant or provision of this Agreement, the breaching party shall be responsible for any and all costs and expenses, including reasonable attorneys' fees, incurred on account of such breach.

**21. Enforcement Provisions.** The failure of the City or Contractor, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under this Agreement.

**22. Governing Law.** This Agreement shall be governed by the laws of the State of Maryland, excluding its conflict of law rules, as if this Agreement were made and to be performed entirely within the State of Maryland.

**23. Severability.** If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

**24. Set-Off.** In the event that Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof or after termination of the relationship created hereunder, the City shall have the right to offset any amount so owed by the Contractor against any compensation due the Contractor from the City.

**25. Damage Claims.** The Contractor shall make no claim for extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding,

governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST:

CITY OF COLLEGE PARK, MARYLAND

\_\_\_\_\_  
Janeen S. Miller, CMC, City Clerk

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

WITNESS:

KSM MARKETING, LLC

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
Suellen M. Ferguson  
City Attorney

**13-G-25**

**Motion for Councilmember Kabir  
Marketing Plan Implementation**

**Action Item 13-G-25**

I move that the City Council approve an amendment to the consultant agreement with idfive, LLC to implement the marketing consultant's recommendations, for a sum not to exceed \$29,700, in substantially the form attached. The City Manager is authorized to sign the amended consultant agreement.

**Comments:**

- In FY 2012, the Mayor and Council allocated funds to hire a consultant to conduct research and create a brand for the City to market itself to potential residents and businesses. After reviewing several bids, City staff awarded the contract to idfive, LLC. Their efforts produced a new logo and tagline.
- In order to complete their initial contract, idfive, LLC provided a list of recommendations which, if implemented, would help the City to achieve its goals to increase homeownership and economic vitality in the City. The recommendations called for a variety of media placements and additional tactics to raise awareness of the City's brand.
- The Mayor and Council allocated \$30,000 in the current FY 2013 budget for marketing implementation. idfive, LLC worked with City staff to select marketing strategies to implement that will promote the City's new brand: *A Smart Place to Live* and developed a list of items for implementation, which are now included in the amended scope of work for this contract.
- Additional materials including brochures, postcards, and banners will be purchased through available funds in the Department of Planning, Community, and Economic Development.

**CITY OF COLLEGE PARK, MARYLAND  
Amendment to CP-12-05 – MARKETING PLAN  
Consultant Agreement**

**THIS AMENDMENT TO THE CONSULTANT AGREEMENT** (the "Agreement") by and between CITY OF COLLEGE PARK (the "City"), a municipal corporation of the State of Maryland, whose address is 4500 Knox Road, College Park, Maryland 20740 and IDFIVE, LLC, hereinafter referred to as "Idfive," whose address is 225 E. Redwood Street, Baltimore, Maryland 21202 ") is effective this \_\_\_\_ day of \_\_\_\_\_, 2013.

**WHEREAS**, Idfive was engaged by the City as an independent marketing company to develop a community message and marketing theme for College Park and a plan for implementing the theme, and

**WHEREAS**, as part of its work under the contract, idfive has prepared a number of marketing recommendations for the City's marketing campaign, and

**WHEREAS**, the Mayor and Council have determined that it is appropriate to amend the Agreement to include the recommendations in the scope of services and to amend the contract price.

**NOW, THEREFORE**, in consideration of the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 2 "Scope of Services" of the Agreement is amended to substitute the following for the existing section:

**Scope of Services.** Pursuant to the Agreement, Idfive agrees to furnish all the material and perform all of the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein and more particularly set out in attached Exhibit A. All work shall be performed in accordance with the standards in the industry. The following consultant services are included as part of this Agreement:

2.1 Project Scope

The City seeks a contractor to develop a marketing theme for College Park, a plan for implementing the theme, and template print materials which display the theme consistent with the implementation plan. The marketing implementation plan should include demonstrable research, including market research and performance measurement goals in the recommendations. The selected bidder will work with both the City and the community in the marketing theme and plan creation.

## 2.2 Project Deliverables

Project deliverables shall include the following:

### MEETINGS, COMMUNICATION, and PROJECT MANAGEMENT

- a) Attend a kick-off meeting with City staff working group to understand project goals and process
- b) Attend three City Council meetings, which will focus on the following:
  1. Detailed discussion with City Council regarding their views on College Park's attributes and challenges as it pertains to this project
  2. Presentation of three design concepts for slogan/tagline
  3. Presentation of final design concept for slogan/tagline
- c) Provide written updates twice per month, which should describe progress and next steps
- d) Provide a final report detailing research findings, survey results, competitive positioning, and other results of the project
- e) Attend a minimum of two meetings and/or phone conferences per month with key City staff.
- f) Provide general project management requirements of five
- g) Meeting logistics will be coordinated by City staff

### BRAND FACILITATION and DISCOVERY

- a) Obtain crowd sourced qualitative and quantitative data, which will be placed on various city websites.
- b) Include an externally focused list of strengths, weaknesses, opportunities, and threats.
- c) Hold a brand facilitation workshop (with a maximum of 10 participants), which will be a half-day event.
- d) Facilitate five in-person focus groups for up to 10 participants each.. five will provide guidelines for recruitment of focus group participants. City staff will then be responsible for recruitment of participants and scheduling.
- e) Conduct stakeholder interviews:
  1. Five in-person interviews with key stakeholders, as chosen and scheduled by City staff
  2. Seven phone interviews with other stakeholders, based on recommendations of five in coordination with City staff
  3. Provide questions and analysis for 10-13 additional interviews to be conducted by the City staff.
- f) Provide a report to City staff upon completion of this phase explaining discovery results
- g) City Hall can be used for brand facilitation workshop, focus groups, and in-person interviews

### VISUAL DESIGN/SLOGAN

- a) Create a City logo and tagline

1. Design and present a minimum of three concepts for each
  2. Provide one revision for each of the three initial concepts based on city staff comments
  3. Provide up to two revisions of the final concept chosen by City Council and city staff
- b) Provide an “about us” write-up, which can be purposed and adapted for different audience segments and media
- c) Development of a written guideline for logo and tagline standards
- d) Provide other deliverables including a minimum of the following:
1. Community newsletter template
  2. Economic development newsletter template
  3. City business cards template
  4. City letterhead template
  5. City envelope template
  6. City press release template
  7. Design of one brochure to attract target resident audience
  8. Design of one brochure to attract economic development audience

#### MEDIA/IMPLEMENTATION PLAN

- a) Provide a detailed communication and media plan including potential costs for media
1. Comprehensive ad placement strategy
  2. Comprehensive public relations strategy
  3. Tactical plan for incorporating digital communications
  4. Operational/organizational plan for staffing and upkeep of initiatives
  5. Integrated marketing plan

#### IMPLEMENTATION OF MARKETING PLAN

Implementation of the marketing plan shall be provided by Idfive per the proposal dated February 13, 2013, attached to this Amendment to the Consultant Agreement as Exhibit 1.

#### 2.3 Project Statement of Work Timetable

Idfive has provided a project Statement of Work timetable defining key milestones, resources, and time requirements. The City is justified in relying upon the timetable in developing the actual project timeline.

2. Section 3 “Dates of Work” of the Agreement is amended to substitute the following for the existing section:

3. **Dates of Work.** Idfive agrees to commence work on or about June 18, 2012. All contract work on shall be completed on or before November 16, 2012. Work with

respect to Implementation of the Marketing Plan shall begin within five days of the effective date of the Amendment to the Consultant Agreement, and shall be completed within 180 days. All work shall be performed pursuant to the Statement of Work Timetable submitted by Idfive. It is understood by the parties hereto that time is of the essence in the completion of the services under this Agreement.

3. Section 4 "Contract Price" of the Agreement is amended to substitute the following for the existing section:

4. **Contract Price.** The City agrees to pay Idfive, as consideration for Idfive's satisfactory performance of all obligations under this Agreement, a sum not to exceed Thirty Thousand and 00/100 Dollars (\$30,000.00), which shall include all incidental costs, including, but not limited to, travel, printing, copying, binding, telephone, drawings, diagrams and photographs.

All invoices are due and payable to Consultant upon receipt by the City. The City will pay Consultant based on the following project milestones:

- 50% of the total project cost at the start of the project.
- 25% of the total project cost at the completion of Items #1, #2, and #3.
- The remaining 25% of the total project cost at the completion of the project.

Invoices will be paid after approval by the Project Manager and Director of Finance.

The City agrees to pay Idfive, as consideration for satisfactory performance of all obligations under the Amendment to Consulting Agreement a sum not to exceed Twenty-nine Thousand Seven Hundred Dollars (\$29,700.00) which shall include all incidental costs, including but not limited to travel, printing, copying, binding, telephone, drawings, diagrams and photographs. Payments shall be made as set out in Exhibit A to the Amendment to Consultant Agreement.

Additional services related to this project but not included in the scope of work in this RFP shall be provided by Idfive on an as-needed basis as directed by the City in writing. Such services shall be billed to the City at the hourly rates established by Idfive's bid or as otherwise approved by the City. Except as noted herein, in no event shall the amount billed by Idfive exceed that amount attributed to the work completed as of the date of the bill.

4. Section 5 "Contract Documents" of the Agreement is amended to substitute the following for the existing section:

**5. Contract Documents.** This Amendment to Consultant Agreement, Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the contract and are termed the Contract Documents:

- Bid Proposal Form, estimated budget and resources required, and any attachments thereto
- Request for Bid Proposals CP-12-05 and attachments thereto
- Idfive Project Statement of Work Timetable as per Consultant's Branding and Marketing Proposal
- Information Regarding the Bidder
- Required affidavits and certifications

The description and pricing of contract components listed in Exhibit A to the Agreement represent the final negotiated project specifications. In the event that Exhibit A and the City's Request for Bid Proposals and Idfive's submittal are in conflict, Exhibit A will supersede. Exhibit 1 to the Amendment to Consultant Agreement represents the final negotiated project specifications for the Amendment.

5. Except as amended by this Amendment to the Consultant Agreement, the Consultant Agreement, in all other respects, is ratified and confirmed. All other provisions of the Consultant Agreement remain unmodified and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST:

CITY OF COLLEGE PARK, MARYLAND

\_\_\_\_\_  
Janeen S. Miller, CMC, City Clerk

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

WITNESS:

IDFIVE, LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Andres Zapata, Senior Vice President of Strategy

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
Suellen M. Ferguson  
City Attorney

**13-R-05**



**Motion:**

**I move that the City Council adopt Resolution 13-R-05, which approves the Commercial Tenant Improvement Program Guidelines for award of grants from funds received from the Community Legacy Program.**

Comments:

- Through the State of Maryland's Community Legacy Program, the City was awarded \$75,000 in grant funds to establish this program.
- The purpose of the program is to provide an important tool to attract the type of retailers that many residents desire and to reduce the number of vacant retail spaces. The program will provide matching grants up to \$25,000 for small businesses to conduct leasehold improvements including, but not limited to, upgrades or installation of HVAC and plumbing systems, lighting fixtures, and flooring.
- Grants will solely target locally-owned and independent businesses, specifically businesses that fill a void in the City's retail scene.
- Applications to the program will be reviewed by City staff members in conjunction with the Maryland Small Business Technology and Development Center. Applications will include business plans, construction plans, and financial documentation.
- Funds are anticipated to provide assistance to approximately three to five businesses.
- City staff will administer the grants pursuant to the adopted Commercial Tenant Improvement Guidelines.

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE  
PARK, MARYLAND, ADOPTING PROGRAM GUIDELINES FOR THE  
COMMERCIAL TENANT IMPROVEMENT PROGRAM**

**WHEREAS**, the City has applied for and received approval of a Community Legacy grant to provide for tenant improvements to commercial property; and

**WHEREAS**, the grant authorizes up to \$25,000.00 to fund fifty percent (50%) of commercial tenant improvements; and

**WHEREAS**, to insure proper administration of the grant funds, the Mayor and Council have determined that it is appropriate to adopt guidelines for the Commercial Tenant Improvement Program to be administered by City staff.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Council of the City of College Park that the Commercial Tenant Improvement Program Guidelines be and they are hereby approved in substantially the form attached.

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

**EFFECTIVE** the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CAPS : Indicate matter added to existing law.  
[Brackets] : Indicate matter deleted from law.  
Asterisks \* \* \* : Indicate matter remaining unchanged in existing law but not set forth in Resolution

**WITNESS:**

**THE CITY OF COLLEGE PARK,  
MARYLAND**

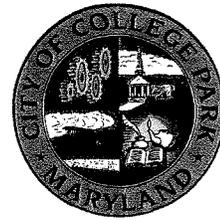
\_\_\_\_\_  
Janeen S. Miller, CMC, City Clerk

\_\_\_\_\_  
Andrew M. Fellows, Mayor

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

\_\_\_\_\_  
Suellen M. Ferguson, City Attorney

City of College Park  
Department of Planning, Community, and Economic Development  
4500 Knox Road  
College Park, MD 20740  
Phone: (240) 487-3543  
Fax: (301) 887-0558



## **COMMERCIAL TENANT IMPROVEMENT PROGRAM GUIDELINES**

February 2013

### **PROGRAM OVERVIEW**

#### *Program Description*

As part of the City of College Park's ("City") effort to attract high-quality commercial tenants and fill vacant retail spaces, the Commercial Tenant Improvement Program reimburses qualified new or expanding businesses for their leasehold improvements or build-out. Applicants are eligible for a matching grant, not to exceed \$25,000, for 50 percent of the total improvement costs.

The program is administered by the City and operates on a reimbursement basis. All payments to professionals, City and County departments, and contractors are the full responsibility of the applicant. The City will verify actual costs incurred by the grantee prior to reimbursement. Reimbursement will only take place after any necessary Use and Occupancy permit has been issued by Prince George's County and Non-Residential Occupancy permit has been issued by the City .

The program application identifies the conditions, covenants, and responsibilities for the grant and must be signed by all required applicants. The general rules, guidelines, grant terms and conditions, and process are described below.

#### *Program Area*

The Commercial Tenant Improvement Program is open to all legally existing commercial buildings within the City municipal boundaries.

### **ELIGIBILITY REQUIREMENTS**

To secure a compelling mix of retail and restaurant businesses in College Park, certain business types are eligible for this program. Generally, an appropriate business for the Commercial Tenant Improvement Program is one of the target business types identified in studies and surveys conducted by the City . These businesses will promote an inviting, vibrant environment

and fill a void in the current retail scene. The following table identifies the types of businesses that are eligible and businesses that are not eligible for the program.

<b>Eligible Business Type</b>	<b>Non-Eligible Business Type</b>
Apparel/Shoe store ( <i>such as boutique or non-discount</i> )	Automotive business
Bar ( <i>such as a brew pub or wine bar</i> )	Bank/Check cashing
Bakery/Coffee shop	Convenience store
Entertainment ( <i>such as a music venue or theater</i> )	Dollar store
Full service/Fine dining restaurant	Dry cleaner
Gourmet food and wine shop	Phone service retailer
Grocery store	Professional services ( <i>such as office or hair/nail salon</i> )
Health club/Yoga studio	Fast food or drive-thru restaurant

Applicants must meet the following criteria in order to be eligible for the Program:

- The business is at least 50% locally-owned, with “local” defined as the Baltimore-Washington metropolitan area and is not part of a national franchise.
- Decision-making authority in the business is vested in the local owners not subject to conditions dictated remotely.
- The business has no more than 20 outlets, with a maximum of 5 of those outlets outside the Baltimore-Washington metropolitan area.
- Applicants must be the lessee in or owner of an eligible building.
- If the applicant is not the owner of the building they must possess a fully executed lease with a minimum of three (3) years remaining in the term at the time of grant approval.
- Improvements are proposed for a new business or one that is expanding its physical size by at least 1,000 square feet.
- The applicant and the building in which the improvements will be made must be in good standing with the City in order to receive grant funds. This requirement is waived only in the case that the proposed improvements would also resolve outstanding code violations.
- A grant under this program for the same physical space may be awarded only once in every five (5) years, unless a compelling justification is established and approved by the City, at its sole discretion.

## APPLICATION PROCESS

1. Applicant is required to attend a preliminary meeting with the City's Economic Development Coordinator (EDC) to review program criteria.
2. Applicant will prepare and submit the City application and the documentation required in Section 1 and 2 of the Submittal Requirements to the City's EDC for review.
3. The City's EDC will review the application, justification, legal documents and plan for improvements and make an initial determination on whether the application meets the eligibility requirements.
4. The applicant will be notified whether the application is accepted for further review. If the application is accepted for further review, the applicant shall submit the required financial documents in accordance with Section 3 of the Submittal Requirements.
5. The application and all required documents will be forwarded to the Maryland Small Business Development and Technology Center ("SBDTC") and the applicant will be required to complete business counseling with the SBDTC.
6. The SBDTC will provide a third party business assessment of the application. The SBDTC assessment, in addition to other information about the business, will assist the City in determining the viability and stability of the business and/or the project. Projects will not be finally considered without this assessment.
7. A notice of decision will be sent to the applicant.

## SUBMITTAL REQUIREMENTS

### 1. *Application, Justification, and Legal Documents*

- Completed and signed application form.
- Copy of executed lease for a business operating in rented premises. If an executed lease is not completed at the time of application, applicant must provide an executed letter of intent. However, prior to receiving reimbursement under the grant, the applicant must provide an executed lease. The lease must be for a minimum of three (3) years.
- Description of business, at minimum:
  - Products or services offered
  - Key management members and their roles
- Completed W-9 form.
- Proof of locally-owned status, as evidenced by organizational documents.
- Written consent of property owner if applicant does not own property.

### 2. *Construction Plans/Documents*

- Copy of any construction plans and drawings.

- List of all improvements that will be made and a cost estimate for each.
- Copies of agreements with contractors, if applicable. For work not requiring a contractor, applicant must submit receipts for all materials purchased. This seems to require that all work be done before application, but this is not the case. Shouldn't this sentence be in another place?
- Development/construction schedule

### 3. *Financial Documents*

- A breakdown of the sources and uses of funds for the construction of the project. Must include proof of funding source, e.g. bank approval of loan for costs that must be covered by the applicant for the improvements.
- Pro-forma financial analysis to include three (3) years of business financial statements and one (1) year of projected business financial statements for the subject property on an already established business. For a start-up business, one (1) year of projected business financial statements for the subject property.
- Must include detailed information on employment history and performance for the business owner and manager.
- Three (3) years of business income tax returns and three (3) years of personal tax returns for all business partners.
- Credit report for all individuals involved in the business.
- Plans for marketing and growth.

The Financial Documents must be submitted in a separate sealed envelope for confidentiality purposes. These items will not be reviewed or retained by the City and will be forwarded by the City to the SBTDC for evaluation.

### **EVALUATION OF APPLICATIONS**

Applications will be approved on a first come, first served basis after all application requirements are met. A satisfactory review assessment must be received by the SBTDC for an application to be approved.

### **ELIGIBLE COSTS**

#### *Eligible Improvements*

The program is intended to fund improvements that are affixed to the property, and therefore will not cover the cost of purchasing or installing non-fixed equipment or inventory. Generally acceptable improvements include, but are not necessarily limited to, the following repairs/replacement/upgrades:

- Electrical
- HVAC/mechanical
- Plumbing
- Dry wall
- Flooring
- Lighting
- Windows/doors
- Interior demolition
- Painting
- Bar/cash wrap
- Green initiatives (low flow toilets, energy efficient lighting, etc.)

In addition to the preceding limitations, the following terms apply to the eligible improvements:

- The City reserves the right to require certain minimum improvements as part of the program. For example, façade repainting may be required as a minimum improvement.
- All improvements must comply with all City and County building codes.
- All improvements must obtain required construction-related permits, ~~if required.~~
- Applicant is not to begin any improvements to the property before the grant is approved by the City. Improvement costs incurred prior to the grant award will not be eligible for reimbursement.
- Costs associated with detailed construction drawings, conceptual design, renderings and cost estimates are not eligible for reimbursement.

#### *Other Eligible Costs*

- All construction-related permit fees lawfully required for the tenant improvements shall be paid by applicant and considered eligible costs.
- Any modifications to the interior or exterior of the building that are required by the City.

Labor and materials related to the eligible improvements. Receipts must be provided for all materials to be considered an eligible cost.

#### **GRANT TERMS**

Subject to the availability of funding, applicants are eligible for a matching grant, not to exceed \$25,000, for 50 percent of the total improvement costs.

During construction, a grant program sign provided by the City must be posted in the applicant's storefront from the start of construction until at least 10 days after completion of the improvements.

Reimbursement of eligible costs is subject to continued grant funding. All work for which applicant requests reimbursement must be completed within 120 days of approval of the application, and in any event by April 1, 2015. The City may extend the 120 day period for good cause.

Grant funds will be disbursed directly to the applicant upon the following:

- Proof of any required inspections and approvals from Prince George's County and/or the City.
- Receipt, review and acceptance of all invoices and copies of cancelled checks or other evidence of payment for improvements and any other supporting records required by the City.
- If required, issuance of a Use and Occupancy permit by Prince George's County and a Non-Residential Occupancy permit by the City.

## **CONSTRUCTION**

Contractors must be licensed and insured to do business in the State of Maryland. Applicant is responsible for selecting a qualified contractor and executing the corresponding construction agreement. To receive grant funding under this program, Applicant must obtain prior City approval of final construction or improvement plans/drawings before beginning work.

## **MAINTENANCE OBLIGATION**

Applicant shall maintain the improvements to the property in good condition and in accordance with all applicable building codes. The City has the right to inspect the condition of the property from time to time with three (3) business days notice to the property owner.

Conditions that constitute a failure to maintain the property in good condition include, but are not limited to, peeling paint, chipped surfaces, broken windows, covered transoms or window spaces, boarded windows, excessive bird droppings or debris, graffiti and illegal or nonconforming signage, obstructed windows and conditions for which code violation notices or citations are issued.

At any time during five (5) years from the date of funding, that the City determines the improvements have not been maintained in good condition, the City will notify the business owner and/or the property owner in writing of any deficiencies and provide 30 days for corrective actions to be taken. Failure to maintain improvements or take corrective action of maintenance concerns will result in ineligibility of award for future grants or loan-to-grants to that individual or corporation.

**13-O-02**

**ORDINANCE**  
**OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, MARYLAND,**  
**AMENDING CHAPTER 30 "DISTRICTS, COUNCIL" TO AMEND THE ADOPTED**  
**REDISTRICTING PLAN FOR COUNCIL MEMBER ELECTIONS TO INCLUDE LAND**  
**ANNEXED SINCE THE ADOPTION OF ORDINANCE 11-O-09**

**WHEREAS**, pursuant to § C2-2 "Districts" of the College Park Charter, the City of College Park (the "City"), adopted Ordinance 11-O-09, establishing election district boundaries for City elections following the 2010 decennial census; and

**WHEREAS**, after the adoption of 11-O-09, Mayor and City Council adopted Annexation Resolution 13-AR-01, annexing certain territory abutting and contiguous to the City boundaries and known as "the DOMAIN Annexation"; and

**WHEREAS**, the Mayor and City Council deem it to be in the best interests of the residents of the City and consistent with the adopted redistricting plan in 11-O-09 to include the territory annexed by virtue of 13-AR-01 in Council District 3.

**Section 1. NOW THEREFORE, BE IT ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland, that Chapter 30 of the Code of the City of College Park be, and is hereby, repealed and reenacted to read as follows:

§30-1. Redistricting plan adopted.

Plan C, depicted on the drawing, geographically showing the boundary lines of the four (4) districts, which is to be maintained in the Office of the City Clerk along with the full text of the Commission's report and the federal census tract and block enumeration pertaining to Plan C, is hereby passed and adopted as the redistricting plan of the City of College Park.

District Boundaries

\* \* \* \*

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CAPS	: Indicate matter added to existing law.
[Brackets]	: Indicate matter deleted from law.
Asterisks ***	: Indicate matter remaining unchanged in existing law but not set forth in Ordinance

**District Three**

A. Lake Artemesia area, College Park Estates, Yarrow:

This area shall include the College Park Estates and Yarrow subdivisions and areas east of the CSX/WMATA railroad tracks within the City limits.

B. Old Town, Calvert Hills, Fraternity Row and Kropps Addition areas:

The northern boundary of these areas begins at the intersection of Paint Branch Parkway and Route 1 and follows Paint Branch Parkway eastward to Rhode Island Avenue; then follows Rhode Island Avenue north to the Paint Branch Stream; then follows the Paint Branch Stream east to the CSX Railroad/WMATA tracks; then follows the CSX Railroad/WMATA tracks north to the City limit and follows the southern City limit.

C. Lord Calvert Manor area, campus residence halls at South Campus Commons 1, 2, 5, 6 and 7 and the Delta Sigma Phi fraternity house:

This area begins at the intersection of Route 1 and Knox Road. The northern boundary follows the southern boundary of District 2 west of U.S. Route 1 and the western and southern boundary follows the City limit.

D. THE AREA KNOWN AS "THE DOMAIN ANNEXATION" (13-AR-01):

THE AREA SHALL INCLUDE THE PROPERTY MORE COMMONLY KNOWN AS THE DOMAIN PROPERTY AT 3711 CAMPUS DRIVE 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.

\* \* \* \*

**Section 2. BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that, upon formal introduction of this proposed Ordinance, which shall be by way of a motion duly seconded and without any further vote, the City Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the City Clerk and shall publish this proposed ordinance or a fair summary thereof in a newspaper having a general circulation in the City of College Park together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council. The public hearing, hereby set for \_\_\_\_\_ P.M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, shall follow the publication by at least seven (7) days, may be held separately or in connection with a regular or special Council meeting and may be adjourned from time to time. All persons interested shall have an opportunity to be heard. After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it. As soon as practicable after adoption, the City Clerk shall have a fair summary of the Ordinance and notice of its adoption published in a newspaper having a general circulation in the City of College Park and available at the City's offices. This Ordinance shall become effective on \_\_\_\_\_, 2013 provided that a fair summary of this Ordinance is published at least once prior to the date of passage and once as soon as practical after the date of passage in a newspaper having general circulation in the City.

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

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

EFFECTIVE the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

**THE CITY OF COLLEGE PARK,  
MARYLAND**

By: \_\_\_\_\_  
Janeen S. Miller, CMC, City Clerk

By: \_\_\_\_\_  
Andrew M. Fellows, Mayor

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

\_\_\_\_\_  
Suellen M. Ferguson, City Attorney

**13-G-26**

## Appointments to Boards and Committees

13-G-26

### Councilmember Wojahn:

- Stephen Brimer to the Committee for a Better Environment