



JULY 16, 2013
CITY OF COLLEGE PARK
COUNCIL CHAMBERS

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

MEDITATION

PLEDGE OF ALLEGIANCE: Councilmember Afzali

ROLL CALL

MINUTES: Regular Meeting on June 18, 2013, three public hearings on June 18 on Ordinances 13-O-06, 13-O-07 and 13-O-08. Under separate cover, the confidential minutes of closed sessions on March 12, April 23, May 7 and June 18, 2013.

ANNOUNCEMENTS

ACKNOWLEDGMENT OF DIGNITARIES

ACKNOWLEDGMENT OF NEWLY APPOINTED BOARD AND COMMITTEE MEMBERS

AWARDS

PROCLAMATION

AMENDMENTS TO THE AGENDA

CITY MANAGER'S REPORT: Joe Nagro

STUDENT LIAISON'S REPORT

COMMENTS FROM THE AUDIENCE ON NON-AGENDA ITEMS:

CONSENT AGENDA

13-G-81 Ratification of a Memorandum of Understanding (MOU) with Prince George's County for the Installation of Rectangular Rapid Flashing Beacon (RRFB) along Rhode Island Avenue (County Right-of-Way).

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

13-G-82 Approval of a request by the Downtown College Park Management Authority for free evening parking in the Downtown Parking Garage during restaurant week (August 12 – 16, 2013).

- 13-R-11 Resolution Of The Mayor And Council Of The City Of College Park, Maryland Adopting The Recommendations Of The Advisory Planning Commission Regarding Variance Application Number CPV-2013-03, 8705 48th Place, College Park, Maryland, Recommending Denial Of A Variance From Section 27-442 (E) Table IV Of The Prince George's County Zoning Ordinance For Sideyard Setback For Construction Of A Deck And Recommending Approval Of A Variance From Front And Sideyard Setbacks For The Existing House

- 13-G-83 Award of a contract to M. T. Laney Company, Inc., in an amount not to exceed \$150,000, for milling and paving the remainder of those streets they are restoring for WSSC. This award is subject to the approval of a contract by the City Attorney and rides WSSC's competitively bid "Solicitation No. 5686" dated April 20, 2011. The City Manager is authorized to sign the contract.

- 13-G-84 Approval of Declaration of Covenants and Agreement Regarding Land Use between The City of College Park and PPC/CHP Maryland Limited Partnership, Mazza Family College Park, LLC, for maintenance of pedestrian streetlights on the property

ACTION ITEMS

- 13-R-13 Adoption Of 13-R-13, A Resolution Of The Mayor And City Council Of The City Of College Park, Maryland, To Authorize The City To Join The State Retirement And Pension System Of Maryland

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

- 13-G-85 Approval of a one-time Grant Application to SHA for participation in the Highway User Revenue appropriation, and certifying that the City agrees to expend the funds only for permitted uses.

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

(This is a new item and needs a motion-taker)

- 13-G-86 Letter to M-NCPPC with the City's comments on Plan Prince George's 2035

Motion by: Stulich
To: Approve
Second:
Aye: ___ Nay: ___
Other: _____

- 13-G-87 Letter to Prince George's County in support of CB-48-2013 – Convenience Stores and Gas Stations – Public Safety

Motion by: Wojahn
To: Approve
Second:
Aye: ___ Nay: ___
Other: _____

- 13-O-09 Introduction of 13-O-09, An Ordinance Of The Mayor And Council Of The City Of College Park, Maryland, Amending Chapter 125 "Housing Regulations" By Repealing And Reenacting §125-8 "Maintenance Of Dwellings" To Require That Roofs Be Covered With Materials Designed For Use As A Permanent Roofing Surface (***The Public Hearing will be held September 10 at 7:15 p.m.***)

Motion by: Wojahn
To: Introduce
Second:

Motion by:
To: Approve
Second:
Aye: ___ Nay: ___
Other: ___

COUNCIL COMMENTS

COMMENTS FROM THE AUDIENCE

ADJOURN FROM REGULAR MEETING

WORKSESSION DISCUSSION

1. Update from Frank Brewer, Executive Director, College Park City-University Partnership, on recent Partnership activities and budget.
2. Discussion with Omar Blaik, President, U3 Ventures, on the University's vision for Downtown Redevelopment

There is a possibility of a closed session during part of this discussion to:

- 1) Consider the acquisition or sale of real property for a public purpose**
- 2) Consider a matter that concerns the proposal for a business to locate in the County**

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

MINUTES

MINUTES
Regular Meeting of the College Park City Council
Tuesday, June 18, 2013
7:30 p.m. – 10:27 p.m.

PRESENT: Mayor Andrew Fellows; Councilmembers Kabir, Wojahn, Catlin, Dennis, Stullich, and Day. Councilmember Mitchell arrived at 9:00 p.m. during the Closed Session.

ABSENT: Councilmember Afzali.

ALSO PRESENT: Joe Nagro, City Manager; Janeen Miller, City Clerk; Suellen Ferguson, City Attorney; Terry Schum, Director of Planning; Miriam Bader, Senior Planner.

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

Minutes: A motion was made by Councilmember Dennis and seconded by Councilmember Stullich to adopt the minutes of the May 28, 2013 Regular Meeting and the Special Session on June 11, 2013. The motion passed 6 – 0 – 0.

Announcements:

Councilmember Stullich said that the Calvert Hills Citizens Association would have a special meeting on Knox Village on Wednesday June 19 at 7:00 p.m. at the Old Parish House.

Councilmember Catlin said the Berwyn District Civic Association would meet this Thursday at 8:00 p.m. at Fealy Hall. It is the last meeting until September.

Councilmember Wojahn said the Boy Scouts are holding a chicken barbeque fundraiser for College Park Meals on Wheels next Sunday at Duvall Field.

There will be a College Park Day 2013 planning meeting on Thursday, June 20 at 7:00 p.m. at the College Park Community Center.

Councilmember Kabir discussed the Hollywood Farmers Market which is open on Saturdays from 8 a.m. – 12 noon.

City Manager's Report: Mr. Nagro said due to summer schedule, the next meeting of the City Council will be on July 9. There will be a reception for Mayor Page at 6:30 p.m. on July 16 in the Council Chambers. The College Park Housing Authority has hired a new Executive Director, Jim Simpson, who starts on June 24. Item 13-R-09 has been moved from tonight's consent agenda to action items.

Presentations: Michael Twigg, President-Elect of the Rotary Club of College Park, presented a donation check to College Park Meals On Wheels, which was accepted by Don Byrd. Mr. Twigg also had a donation for the College Park Boys & Girls Club; Mayor Fellows accepted the check on their behalf.

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

- 13-G-68** Approval of a Collective Bargaining Agreement with AFSCME Local 1209C effective July 1, 2013–June 30, 2016
- 13-G-69** Approval of the following Field Use Requests: a) Open Bible Deaf Church at Berwyn Baptist – Yard Sale June 15 – Duvall Field; b) Boy Scouts Troop No. 740 – June 23 (June 30 rain date) – Duvall Field; c) Berwyn Christian School – Duvall Field – Soccer Sept – Oct Tu/Th 3p – 4:45p; d) College Park Boys & Girls Club – Calvert Hills – Soccer Aug 8 – Nov. 20, M-F 5p-8p; e) College Park Boys & Girls Club – Duvall Field – Soccer Aug 8 – Nov. 20, M-F 5p-8p
- 13-G-70** Approval of an award from FY '13 funds not to exceed \$50,000 to Avrio RMS Group on the same terms and conditions as the Agreement dated February 28, 2010, for the purchase and installation of (2) CCTV/Pan Tilt Zoom cameras and (1) License Plate Reader camera on Guilford Road between the Trolley Trail and Baltimore Avenue; payment to UMDPS of \$13,486 annually to monitor these cameras; and authorization for the City Manager to sign a contract approved by the City Attorney
- 13-G-71** Approval of the FY 2014 Program Open Space Annual Program funds to the Hollywood Gateway Park project as follows: \$82,988.39 to development and \$82,988.39 to acquisition

The motion passed 6 – 0 – 0.

ACTION ITEMS

- 13-O-06** Adoption of 13-O-06, An Ordinance Of The Mayor And Council Of The City Of College Park, Maryland, Amending City Code, Chapter 127 “Rent Stabilization”, §127-13 “Expiration Date” To Extend The Effective Date Of The Rent Stabilization Law Through September 1, 2014.

A motion was made by Councilmember Wojahn and seconded by Councilmember Kabir to adopt Ordinance 13-O-6, an Ordinance of the Mayor and Council of the City of College Park, Maryland, amending City Code Chapter 127 “Rent Stabilization”, Section 127-13 “Expiration Date” to extend the effective date of the Rent Stabilization Law through September 1, 2014.

Councilmember Wojahn stated that in 2005, the City Council enacted Chapter 127, Rent Stabilization, in an effort to resolve significant difficult problems that exist in the City with respect to rental housing. In 2009, the law was extended to September 1, 2012, and in 2012, the law was extended to September 1, 2013. Since that time, the ability to evaluate the effects of the law and of the market to stabilize continue to be compromised, the conditions that the rent stabilization program was designed to address have not yet been resolved, and additional time is

needed to receive the full benefit from the law. The Mayor and City Council deem it to be in the best interest of the City to extend the rent stabilization program for an additional year in order to ensure the availability and maintenance of affordable housing in the City, to protect the standard of living of all City residents, and to strengthen and stabilize the City's neighborhoods. As a result, this amendment extends the law until September 1, 2014.

Councilmember Stulich commented on the amount of work undertaken by the Neighborhood Stabilization and Quality of Life Workgroup over the last 6 – 12 months and said their report will be issued soon. A lot of creative strategies have been developed and the next step will be for the City and other stakeholders to implement them.

Mayor Fellows said he looks forward to seeing how the landlord medallion program will work; that is one of the strategies mentioned by Mr. Zietz during the public hearing.

The motion passed 6 – 0 – 0.

13-R-09 Resolution Of The Mayor And Council Of The City Of College Park, Maryland, To Extend The Suspension Of Administration And Enforcement Of Chapter 127, "Rent Stabilization", To September 1, 2014

A motion was made by Councilmember Wojahn and seconded by Councilmember Kabir to adopt 13-R-09, a Resolution Of The Mayor And Council Of The City Of College Park, Maryland, To Extend The Suspension Of Administration And Enforcement Of Chapter 127, "Rent Stabilization", To September 1, 2014.

Councilmember Wojahn said this is the other half of the coin, together with Ordinance 13-O-06, which extended the Rent Stabilization law. The suspension allows the City to continue to work through the Neighborhood Stabilization and Quality of Life Workgroup to explore and expand the range of tools to address issues surrounding rental properties. He is very pleased by the work that has been done by the NSQLWG.

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

The motion passed 6 – 0 – 0.

13-O-07 Adoption of 13-O-07, An Emergency Ordinance Of The Mayor And Council Of The City Of College Park, Maryland, Authorizing The Sale Of Certain Property Located In The Osage Street Right Of Way That Is No Longer Needed For Any Public Use (requires six affirmative votes)

A motion was made by Councilmember Dennis and seconded by Councilmember Catlin to adopt Ordinance 13-O-7, an Emergency Ordinance of the Mayor and Council of the City of College Park, Maryland, authorizing the sale and conveyance by quit claim deed of a 592 square foot portion of the Osage Street right of way owned by the City, which is no longer needed for a public use, to Crown Real Properties, L.C. for the purpose of enabling the

development of the property located at 8315 Baltimore Avenue, College Park, MD, subject to approval of a Detailed Site Plan acceptable to the City.

Councilmember Dennis stated that Keane Enterprises, Inc. applied for a Detailed Site Plan for the property located on Baltimore Avenue at the former Koons Ford site. In order for the project to be built out as planned, the Osage Street right of way must be vacated and a portion included as part of the property. The City owns a small portion of the right of way in fee simple by quit claim deed. The City has been requested to convey this property to Crown Real Properties as owner of the property. The Council has determined that this property is no longer needed for a public use, and that it is in the public interest that the property be developed subject to a DSP that is acceptable to the City.

There were no comments from the Council.

The motion passed 6 – 0 – 0.

13-O-08 Adoption of 13-O-08, An Ordinance Of The Mayor And Council Of The City Of College Park, Maryland, Amending Chapter 184, Vehicles and Traffic, Section 184-11, “Prohibited Parking” To Prohibit Parked Vehicles From Blocking Or Obstructing Public Ways And Trails

A motion was made by Councilmember Day and seconded by Councilmember Catlin to adopt 13-O-08, An Ordinance Of The Mayor And Council Of The City Of College Park, Maryland, Amending Chapter 184, Vehicles and Traffic, Section 184-11, “Prohibited Parking” To Prohibit Parked Vehicles From Blocking Or Obstructing Public Ways And Trails.

Councilmember Day stated that the City Attorney has advised that the City Code, Chapter 184-11, Prohibited Parking, must be amended to allow prohibition and enforcement of parking on the Trolley Trail hiker/biker trail. Extension of the Trolley Trail along the 7500 block of Rhode Island Avenue has resulted in the trail crossing several driveways in this block. In certain instances, parking in these driveways could block the trail where it crosses the drives, and also on the trail itself between driveways. The City Code, Chapter 184 Vehicles and Traffic, 184-11 Prohibited Parking, does not explicitly prohibit this kind of parking which blocks the trail, and we are starting to receive complaints. This Ordinance will amend this section of the code to allow ticketing of vehicles parked upon or blocking the trail.

Councilmember Catlin said we will have the same problem when the trail is extended through Lakeland, so it will be good to have this law on the books.

Councilmember Wojahn is glad we are doing this; he has experienced first-hand the problem of cars blocking the trail.

Councilmember Stullich is happy that this portion of the trail is completed, and said it is unfortunate to have to ticket people whose cars block the trail, but hopefully the enforcement will change their behavior.

The motion passed 6 – 0 – 0.

13-R-10 Adoption Of A Resolution Of The Mayor And Council Of The City Of College Park, Maryland Granting A City Revitalization Tax Credit For The Varsity Mixed-Use Development At 8150 Baltimore Avenue

A motion was made by Councilmember Catlin and seconded by Councilmember Dennis to adopt Resolution 13-R-10 to grant a waiver pursuant to §175-13 of the City Code, after finding that the purposes of the law will be equally well served by doing so, to Student Housing College Park, LLLP and to approve a Revitalization Tax Credit for the real property located at 8150 Baltimore Avenue in the total amount of \$500,000.00, beginning in FY 2015, to be reimbursed to the owner after payment of the City taxes as reflected on the County tax bill in each fiscal year, on the following basis: FY 2015 - \$60,000; FY 2016 - \$80,000; FY 2017 - \$100,000; FY 2018 - \$120,000; FY 2019 - \$140,000.

Councilmember Catlin stated that City Council, pursuant to §9-318 of the Tax-Property Article, Annotated Code of Maryland, established revitalization districts in the City for the purpose of encouraging redevelopment, and authorized a property tax credit against the City's real property tax for a property located within the revitalization districts that is constructed or substantially redeveloped in conformance with adopted eligibility criteria and reassessed as a result of the construction or redevelopment at a higher value than that assessed prior to the construction or redevelopment. Chapter 175 "Taxation", §175-13, authorizes the Council to waive certain eligibility criteria if it determines that the purposes of the law will be equally well served by doing so. The application filed by the owner, and the history of the development, have shown this to be the case and the Council has determined that tax credit should be granted.

Comments from the audience:

Matthew Tedesco, representing the applicant: Mr. Tedesco said that Donnie Gross, the developer, is in the audience tonight, that the project speaks for itself, and he hopes the Council will support the motion.

Mayor Fellows read Councilmember Afzali's comments.

A motion was made by Councilmember Wojahn and seconded by Councilmember Kabir to amend the motion to reduce the dollar amounts and calculate it according to a percentage. The resulting dollar amounts would be: FY 2015 - \$23,916; FY 2016 - \$47,832; FY 2017 - \$71,748; FY 2018 - \$95,665; FY 2019 - \$119,581. The total comes to \$358,744, instead of \$500,000.

Councilmember Wojahn said he has mixed feelings about allowing a retroactive tax credit for this project. The reason we came to a \$500,000 tax credit was to allow the developer to recover the cost for the Merchants Tire property, but the developer also received a \$2M tax credit from the County. Providing half the allowable tax credit allows for the fact this project has already been built and is doing well. This is a reasonable compromise and recognizes the work done by the developer.

There were no comments from the audience on the amendment.

Councilmember Kabir said the North College Park Civic Association voted to oppose any tax credit at all. This amendment is a good compromise because the developer built a good project.

Councilmember Catlin opposes the amendment. Instead of front loading, this back loads it, so the credit is worth less because of the time value of money. The Varsity did a number of things requested by the City. They are looking to do more projects in the City and we need to encourage them. We shouldn't renege on people's expectations.

Councilmember Stullich said this tax credit is meant to incentivize projects or project features that might not happen otherwise. The project added to our tax base, met a community need for student housing, and was responsive to requests of the City for a high quality project. The County does not do retroactive tax credits. Tax credits are not free – somebody pays. This was a challenging budget year due to shrinking revenue which resulted in a tax increase for residents. She believes it is reasonable to reduce the amount of the tax credit. We didn't renege on anything because we did not have a deal.

Councilmember Dennis agrees with Councilmember Catlin and will not support the amendment.

Vote on the Amendment:

Aye: 3 (Kabir, Wojahn, Stullich)

Nay: 3 (Catlin, Dennis, Day)

Mayor tiebreaker vote: No

Amendment fails 3 - 4.

Councilmember Wojahn believes we are giving too much away and will not support the proposal.

Councilmember Stullich is conflicted about the issue. This development was positive for College Park, is high-quality, and we would like to see more like this. It is right to provide a tax credit as an incentive. It is unusual to provide one retroactively and she does not believe she would support it for any other development, but she will support this proposal.

Vote on the Main Motion:

Aye: 4 (Catlin, Dennis, Stullich, Day)

Nay: 2 (Kabir, Wojahn)

Motion passes 4 – 2- 0.

**13-G-73 Approval, With Conditions, of DSP-11005 and Rezoning for Yale House,
7302 Yale Ave**

A motion was made by Councilmember Day and seconded by Councilmember Dennis to recommend approval of Detailed Site Plan-11005 including the rezoning of the property from the R-18 zone to the M-U-I zone and the modifications requested to the Development District Standards subject to the following conditions:

1. Prior to signature approval of the Detailed Site Plan:

- A. Provide drawings to scale of all building floor plans including the placement of beds and other furniture.**
- B. Provide a table that indicates compliance with City Code 125-9.A and B of the Housing Regulations or reduce the number of beds accordingly.**
- C. Provide a parking lot circulation plan indicating the use of white reflective arrows.**
- D. Revise the site plan to show a 7-foot wide concrete walkway with brick pavers along the property frontage to match the width and design of the sidewalk to the north.**

2. The Applicant shall make every effort to document LEED credit compliance which shall amount to the equivalent of LEED-Silver Certification. In addition, the appropriate regulating agency may issue a temporary use and occupancy permit to the Applicant until such time as LEED-Silver credits are documented. If it is determined that a temporary use and occupancy permit cannot be issued, a permanent use and occupancy permit may be issued by the appropriate regulating agency once an escrow or letter of credit in the amount of \$10,000 is established with an agent that is acceptable to the City of College Park. Said escrow agent shall hold the funds subject to the terms of this Agreement. The escrow (or letter of credit) shall be released to Applicant upon final LEED –Silver or higher documentation of credits by a LEED-accredited professional. In the event that the Applicant fails to provide, within 180 days of issuance of the permanent use and occupancy permit for the Project, documentation to the City demonstrating attainment of LEED-Silver or higher credits, the entirety of the escrow will be released upon demand to the City and will be posted to a fund within the City budget supporting implementation of environmental initiatives.

Councilmember Day stated that Yale House is a multi-family building located at 7302 Yale Avenue, next to the city's public parking garage within the Downtown Walkable Node. It is adjacent to the Old Town Historic District. The applicant is proposing to add 4 dwelling units, increasing the total number of dwelling units from 6 to 10 and the total number of beds from 23 to 37. The property currently has a density of 24 dwelling units per acre which exceeds the density of 12 units per acre permitted in the R-18 zone. The applicant is proposing to rezone the property to the MUI zone which permits 48 dwelling units per acre. The Sector Plan supports the rezoning to MUI to reinforce the concept of walkable nodes which are higher density, mixed-use areas with wide sidewalks. The minimum density proposed for a walkable node is 15 dwelling units per acre. The requested modifications to the Sector Plan development district standards are justified based on the fact that this is an existing building seeking to increase parking and improve on-site circulation. The applicant has submitted information to show that the proposal complies with the City's housing code regulations for habitable space per occupant. The Prince George's County Planning Board is scheduled to hear this case on July 18, 2013 and the technical staff report may be available June 28, 2013.

Comments from the audience:

Gerard T. McDonough, attorney for the Applicant: The applicant has reviewed the recommendations in the motion and concurs with them.

Councilmember Stullich said she will vote against the motion. The Old Town neighborhood is struggling with the density of student housing that already exists, and increasing the density just makes it harder to achieve a balance.

Councilmember Wojahn asked if we had received the scaled drawing of the project that was requested at last week's Worksession. Ms. Bader said it was received by Planning and she has done the calculations. What he submitted is not what she came up with, but according to her calculations, the new bedrooms do comply. Councilmember Wojahn said it seems the applicant is squeaking by so he will support the motion.

Councilmember Catlin said staff has recommended approval of this DSP to Park and Planning. In District 2, adding high density student housing near the Route 1 Corridor has diminished the use of single family homes as student rentals. He is not sure if it will have the same impact in Old Town. He will support.

Councilmember Stullich believes that plays out differently in Old Town and that the party problem has not been reduced. She believes the increase in high density housing on the Route 1 corridor has reduced the demand for single family rentals in other neighborhoods, but it has not reduced it in Old Town. She believes Old Town is the area where students most look for parties, and as a result there are more and more boisterous people walking the streets. She said if other Councilmembers lived in Old Town, they would have a different perception.

The motion passed 5 – 1 – 0 (Stullich opposed).

13-G-74 Authorization to receive funds from Prince George's County in the amount of \$250,000 to be used for bike share facilities in the Route 1 Corridor Area, and to approve a related MOU between the County and the City

A motion was made by Councilmember Dennis and seconded by Councilmember Kabir to authorize the receipt of \$250,000 from Prince George's County to be used for bike share facilities in the Route 1 Corridor area and to authorize the City Manager to sign a Memorandum of Understanding in substantially the form attached with the County with respect to receipt and use of the funds.

Councilmember Dennis stated that the Prince George's County Council allocated \$250,000 in CB-38-2012 to the County Department of Public Works and Transportation ("DPW&T") to be used for "Bike Share Facilities in the Route 1 Corridor area". In a recent meeting with Councilmember Eric Olson, the City and representatives from Anacostia Trails Heritage Area (ATHA) and the Town of Riverdale Park, a plan was discussed that would involve payment of the \$250,000 by the County to the City pursuant to this Memorandum of Understanding. The City would agree to administer the funds so that they are used for bike share facilities in the Route 1 Corridor area. At the meeting, a cooperative approach with other municipalities, including the Town of Riverdale Park and the City of Hyattsville, with the view of expanding the bike share system along the Route 1 Corridor was discussed. ATHA was included as a likely organization for eventual coordination of these efforts. The City of College Park will continue to coordinate with these municipalities and other participants to properly allocate the funds.

The motion passed 6 – 0 – 0.

13-G-75 Letter of support to State Highway Administration for sidewalks on the east side of US 1 from MD 193 to I-495

A motion was made by Councilmember Kabir and seconded by Councilmember Wojahn to send a letter to the State Highway Administration expressing support for the construction of sidewalks, where feasible, along the east side of the US Route 1 corridor between Cherokee Street and Edgewood Road and the willingness of the City to work with SHA to help secure all necessary rights-of-entry and to maintain the sidewalks upon completion.

Councilmember Kabir said that at the City's request, SHA completed a feasibility study to determine whether or not missing sidewalks might be constructed in this section of Route 1. A SHA representative presented the results of the study at the Worksession on June 11. Construction appears to be feasible if permission from property owners can be obtained to perform the work. Final engineering will be performed by SHA. The North College Park Citizens Association passed a motion in support of this project at their meeting on June 13, 2013.

Councilmembers Wojahn and Kabir discussed the revisions they requested to the draft letter; the revised version is in the red folders.

The motion passed 6 – 0 – 0.

13-G-76 Appointments to Boards and Committees

A motion was made by Councilmember Wojahn and seconded by Councilmember Kabir to appoint P. J. Brennan to the Sustainable Maryland Certified Green Team and Brian Bertges to the Education Advisory Committee. The motion passed 6 – 0 – 0.

CLOSED SESSION:

At 8:45 p.m., a motion was made by Councilmember Kabir and seconded by Councilmember Dennis to enter into an Executive Session to consult with counsel on a legal matter. The possibility of this Executive Session was posted on the meeting agenda. The Council will return to regular session (open meeting) at the conclusion of the closed session. The motion passed 6 – 0 – 0 and the Council entered the closed session at 9:00 p.m.

[Councilmember Mitchell arrived at the beginning of the Executive Session.]

Council returned to open session at 10:15 p.m.

13-G-77 Approval of a City position on the decision of the Prince George's County Planning Board on the Cafritz Property

A motion was made by Councilmember Stulich and seconded by Councilmember Day to appeal the Planning Board decision on the Cafritz Property Detailed Site Plan to the District Council, based on the following issues: 1) include the City's language on LEED certification, 2) the final location on the bike share station and developer contribution of \$45,000 to the bike share program, and 3) parcel H of Rhode Island Avenue right-of-way be dedicated to the City of College Park.

Councilmember Stulich said the entire process of the Cafritz development has been lengthy and many concerns have been expressed. We have not won all of the arguments. The Planning Board approved both the Preliminary Plan of Subdivision and the Detailed Site Plan. The decision on the Detailed Site Plan is appealable to the District Council and she believes we can see improvements to the project by appealing.

There were no comments from the audience.

Councilmember Kabir asked what an appeal would cost the City. Mayor Fellows responded that it would be speculative to try to state a cost. Mr. Nagro said this is mainly staff time and would include very little attorney time.

The motion carried 6 – 0 – 1 (Councilmember Kabir abstained).

COUNCIL COMMENTS:

Councilmember Wojahn said the College Park Community Foundation is about to embark on a \$10,000 fundraising campaign, and announced the date of an upcoming meet-and-greet with the Board of Directors of the Foundation.

Mr. Nagro raised the issue of the architects that are working on the design of the City Hall expansion vis-à-vis the developments with U3 Ventures and the University of Maryland on the options that may be available. Mr. Nagro recommended sending a letter to the architects to put a hold on the work they are doing for the City Hall expansion at least until October 1, 2013 so they don't spend any more money. We should know more by that point what some of the options may be. The bond was extended until June of 2015, so we can't wait much longer. U3 Ventures has been invited to a July Council meeting to brief the Council. Council concurred with Mr. Nagro's recommendation.

ADJOURN: A motion was made by Councilmember Mitchell and seconded by Councilmember Day to adjourn the Council Meeting. Mayor Fellows adjourned the meeting at 10:27 p.m. with a vote of 7 – 0 – 0.

Janeen S. Miller, CMC
City Clerk

Date
Approved

Pursuant to §C6-3 of the College Park City Charter, at 8:45 p.m. on Tuesday, June 18, 2013, in the Council Chambers of City Hall, a motion was made by Councilmember Kabir and seconded by Councilmember Dennis to enter into an Executive Session for the following reasons:

G: To Consult with Counsel on a legal matter

The motion passed 6 – 0 – 0. After a short break, the Council convened the closed session at 9:00 p.m.

Present: Mayor Andrew Fellows; Councilmembers Kabir, Wojahn, Catlin, Dennis, Stullich, and Day. Councilmember Mitchell arrived at 9:00 p.m.

Absent: Councilmember Afzali.

Also Present: Joe Nagro, City Manager; Janeen Miller, City Clerk; Suellen Ferguson, City Attorney; Terry Schum, Director of Planning; Miriam Bader, Senior Planner.

Topics Discussed: The City Attorney discussed the recent decisions of the Prince George's County Planning Board on the Cafritz Preliminary Plan of Subdivision and Detailed Site Plan with the Council.

Actions Taken: None.

Adjourn: A motion was made by Councilmember Wojahn and seconded by Councilmember Mitchell to adjourn the Executive Session, and with a vote of 7 – 0 – 0, Mayor Fellows adjourned the Executive Session at 10:14 p.m.

MINUTES
Public Hearing of the College Park City Council
Tuesday, June 18, 2013
7:00 p.m. – 7:04 p.m.

13-O-06

**Ordinance Of The Mayor And Council Of The City Of College Park, Maryland, Amending
City Code, Chapter 127 “Rent Stabilization”, §127-13 “Expiration Date” To Extend The
Effective Date Of The Rent Stabilization Law Through September 1, 2014.**

PRESENT: Mayor Fellows; Councilmembers Kabir, Wojahn, Catlin, Dennis, Stullich
and Day.

ABSENT: Councilmembers Afzali and Mitchell.

ALSO PRESENT: Joe Nagro, City Manager; Janeen Miller, City Clerk; Suellen Ferguson,
City Attorney.

Mayor Fellows opened the Public Hearing at 7:00 p.m. and invited public comment on
Ordinance 13-O-06.

Comments from the audience:

Lew Zietz, Executive Director, Prince George’s Property Owners Association, 4707

Norwich: The PGPOA continues to support the efforts of the Neighborhood Stabilization and
Quality of Life Workgroup and an integrated approach to deal with issues that are relevant to all
of us. The PGPOA has developed a medallion program which will be ready to be launched this
fall.

There being no further public comment, Mayor Fellows closed the public hearing at 7:04 p.m.

Janeen S. Miller, CMC

Date Approved

MINUTES
Public Hearing of the College Park City Council
Tuesday, June 18, 2013
7:04 p.m. – 7:05 p.m.

13-O-07

**Emergency Ordinance Of The Mayor And Council Of The City Of College Park,
Maryland, Authorizing The Sale Of Certain Property Located In The Osage Street Right
Of Way That Is No Longer Needed For Any Public Use**

- PRESENT:** Mayor Fellows; Councilmembers Kabir, Wojahn, Catlin, Dennis, Stullich and Day.
- ABSENT:** Councilmembers Afzali and Mitchell.
- ALSO PRESENT:** Joe Nagro, City Manager; Janeen Miller, City Clerk; Suellen Ferguson, City Attorney.

Mayor Fellows opened the public hearing on Ordinance 13-O-07 at 7:04 p.m. and invited City Attorney Suellen Ferguson to provide an overview.

Ms. Ferguson said this is an Emergency Ordinance to make the effective date the same as the adoption date. This is a request to vacate a right-of-way on Osage Street, which is a paper street, to allow full development of the Koons Ford property. This is part of a detailed site plan that the City Council has supported, and will allow the project to be built-out as specified in the DSP. The Ordinance states there is no public use for this small piece of property either now or in the future.

Comments from the audience: None.

There being no public comment, Mayor Fellows closed the public hearing at 7:05 p.m.

Janeen S. Miller, CMC

Date Approved

MINUTES
Public Hearing of the College Park City Council
Tuesday, June 18, 2013
7:05 p.m. – 7:07 p.m.

13-O-08

Ordinance Of The Mayor And Council Of The City Of College Park, Maryland, Amending Chapter 184, Vehicles and Traffic, Section 184-11, "Prohibited Parking" To Prohibit Parked Vehicles From Blocking Or Obstructing Public Ways And Trails

PRESENT: Mayor Fellows; Councilmembers Kabir, Wojahn, Catlin, Dennis, Stullich and Day.

ABSENT: Councilmembers Afzali and Mitchell.

ALSO PRESENT: Joe Nagro, City Manager; Janeen Miller, City Clerk; Suellen Ferguson, City Attorney.

Mayor Fellows opened this Public Hearing at 7:05 p.m. and invited Ms. Ferguson to provide an overview.

Ms. Ferguson said the purpose of this law is to ensure there will be no blocking of the hiker biker trail by vehicles.

Comments from the audience: None.

There being no public comment, Mayor Fellows closed the public hearing at 7:07 p.m.

Janeen S. Miller, CMC

Date Approved

13-G-81

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made and entered into this 30th day of May, 2013 (the “Effective Date”) by and between Prince George’s County, Maryland, a body corporate and politic (the “County”) on behalf of the Department of Public Works and Transportation (“DPW&T”) and the City of College Park, a body corporate and politic (the “City”).

RECITALS

WHEREAS, the County controls and maintains various roadways within the City’s boundaries; and

WHEREAS, installation and maintenance of traffic control devices within the County rights-of-way are a function of DPW&T; and

WHEREAS, the City has requested permission to install a Rectangular Rapid Flash Beacon (RRFB) system(s) within a County right-of-way located at Rhode Island Avenue, College Park, Maryland; and

WHEREAS, DPW&T has agreed to allow the City to install the RRFB system; and

WHEREAS, DPW&T and the Maryland State Highway Administration currently do not allow installation of the “RRFB” without special written exception; and

WHEREAS, DPW&T and the County desire to enter into this Agreement to grant such special written exception to install the RRFB.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) **City Responsibilities:** The City shall be responsible for the following duties and tasks:
 - a) Obtain all necessary permits and perform all of the construction, installation and maintenance operations required for the RRFB system (the “Work”) in accordance with and as described in Exhibit A, which is attached hereto and incorporated into this Agreement as if fully set forth herein.
 - b) Provide to DPW&T copies of all applicable permits.
 - c) Maintain and support all equipment installed pursuant to this Agreement, including the provision of emergency repairs of the RRFB(s).
 - d) Provide all construction and engineering plans to DPW&T prior to the construction phase of the Work as described in Exhibit A.
 - e) In the event the City fails to perform any of the Work functions associated with the RRFB(s) and corrective action is needed as determined by DPW&T, DPW&T shall

MEMORANDUM OF UNDERSTANDING

notify the City as to the required corrective action. The City shall commence the corrective action within forty-eight (48) hours of notification by DPW&T. If the City does not commence corrective action within forty-eight (48) hours, DPW&T reserves the right to perform such corrective action as may be needed and charge the City for recovery of the full cost for such corrective action(s), which shall be paid within thirty (30) days of notice from DPW&T through a check or money order made payable to Prince George's County, Maryland.

- f) In the event this Agreement is terminated pursuant to the terms of Sections 3, 4 or 5 herein, or the County requires that the equipment be removed, pursuant to Paragraph 2, the City shall remove the work at its expense and restore the affected portion of the intersection to its original condition
- 2) **Removal or Relocation:** DPW&T reserves the right to require removal of all equipment installed by the City pursuant to this Agreement if DPW&T determines, in its sole discretion, that such removal is necessary due to termination of this Agreement, safety, construction, lack of maintenance, non-compliance or any other applicable reason. In the event that the City fails to remove the equipment within thirty (30) days of written notice from the County to do so, then the County may remove the equipment and shall be reimbursed for the cost thereof by the City. If agreed by the parties, the equipment installed by the City may be relocated in lieu of removal, upon terms agreed by the parties.
- 3) **Term:** This Agreement shall be effective as of the Effective Date and shall continue in effect so long as the RRFB system is installed unless terminated by either party by giving ninety (90) days prior written notice of such termination. The continuation of this Agreement beyond the end of the fiscal year in which it is executed, and any subsequent fiscal years during which this Agreement is in effect, shall be contingent upon the availability of funding for the applicable fiscal year.
- 4) **Termination for Convenience.** The performance of work under this Agreement, in whole or in part, may be terminated by the County upon thirty (30) days prior written notice, or such time as mutually agreeable to the parties, in accordance with this clause whenever the County shall determine that such termination is in the best interest of the County.
- 5) **Termination for Default.** If City fails to fulfill its obligations under this Agreement properly and on time or otherwise violates any provision of this Agreement, the County may terminate this Agreement by providing written notice to the City. The written notice shall specify the acts or omissions relied on as cause for termination.
- 6) **Notices:** All notices, requests, reports, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) immediately upon receipt if hand-delivered in accordance with the notice provisions of this Agreement; (ii) on the day after delivery to a nationally recognized overnight courier service, or (iii) on the fifth day after mailing, if mailed to the party to whom such notice is to be given, by registered or certified U.S. mail, return receipt requested, and, in all cases, if prepaid and properly addressed as follows:

MEMORANDUM OF UNDERSTANDING

Attention: -Gwendolyn T. Clerkley
Associate Director
Office of Highway Maintenance
Prince George's County
Department of Public Works and Transportation
8400 D'Arcy Road
Forestville, Maryland 20747

With Copies to: County Attorney
Office of Law, Room 5121
14741 Governor Oden Bowie Drive
Upper Marlboro, Maryland 20772

All notices or invoices to the City shall be addressed to:

Attention: Joseph L. Nagro
City Manager
City of College Park
4500 Knox Road
College Park, MD 20740

- 7) **Indemnification:** Subject to and without waiving common law and other governmental immunities and the provisions §5-301 et seq., Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, City shall indemnify, defend, and hold harmless the County, its officers, directors, agents and employees (each, including the County, a "Covered Person") from and against any and all pending or threatened claims, losses, liabilities, litigation, damage, penalty, expense and demands of every kind and nature whatsoever (any of the foregoing a "Loss"), including, without limitation, the costs as and when incurred of defending any such Loss, and including, without limitation, reasonable attorneys' fees and disbursements therefore, incurred by a Covered Person resulting from or arising in connection with the performance of this Agreement, caused in part or in whole by any negligent or willful act or omission of the City, its officers, agents, employees or representatives. The City expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. The County does not waive any right or defense, or forebear any action, in connection herewith. The indemnification provisions set forth in this Section shall survive termination or expiration of this Agreement.
- 8) **No Waivers:** No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

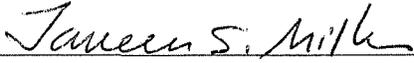
MEMORANDUM OF UNDERSTANDING

- 9) **Non-Assignability:** This Agreement shall be deemed personal to the parties hereto and shall not be assigned, delegated or subcontracted without the prior written consent of the County.
- 10) **Contract Dispute Resolution:** All claims and disputes arising under this Agreement shall be handled in accordance with Sections 10A-104 and 10A-107 of the Prince George's County Code.
- 11) **Status of Parties:** The relationship of the parties to this Agreement is one of independent contractors and no partnership or joint venture is intended to be created. No party shall represent itself as the agent or employee of any other party.
- 12) **Compliance with Law:** The City shall comply with all applicable laws, orders and codes of the federal, state and local governments as they pertain to this Agreement.
- 13) **Governing Law/Venue/Severability:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of Prince George's County and the State of Maryland, without regard to its conflicts of law principles.
- 14) **Construction:** This Agreement shall not be construed against the party preparing it, but shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against any party. If any term or other provision herein is found to be unenforceable, invalid or illegal, such term or provision shall be deemed deleted from this Agreement, and the remainder of this Agreement shall not be affected or impaired thereby.
- 15) **Authority:** Each party represents and warrants that it is fully authorized to enter into the terms and conditions of, and to execute and be bound by, this Agreement. The parties agree to use their best efforts promptly to execute and to effectuate the terms provided for herein. In addition, each person whose signature appears hereon warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement.
- 16) **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 17) **Recitals:** The Recitals are expressly incorporated herein by reference.
- 18) **Entire Agreement:** This Agreement incorporates the entire understanding of the parties hereto, and supersedes any and all prior agreements or understandings (written or oral) relating to the subject matter hereof. This Agreement can only be modified in a writing signed by duly authorized representatives of both parties hereto.
- 19) **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

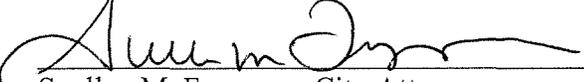
MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed on the Effective Date first written above.

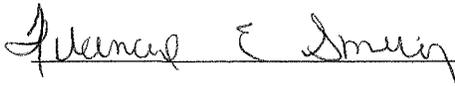
WITNESS


Janeen S. Miller, CMC, City Clerk

Approved as to form and legal sufficiency


Suellen M. Ferguson, City Attorneys

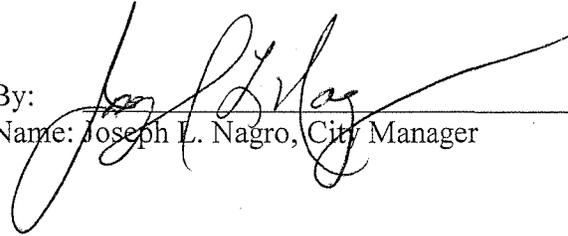
WITNESS


Haitham Hijazi

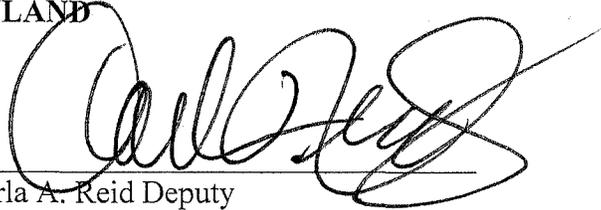
Reviewed and Approval Recommended:


Haitham Hijazi
Director, Department of Public Works and Transportation

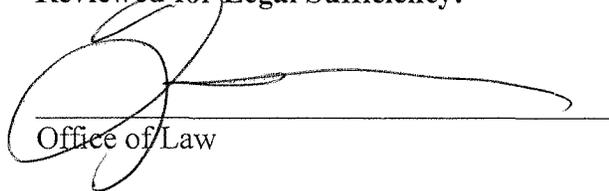
CITY OF COLLEGE PARK

By: 
Name: Joseph L. Nagro, City Manager

**PRINCE GEORGE'S COUNTY,
MARYLAND**

By: 
Carla A. Reid Deputy
Chief Administrative Officer Economic
Development and Public Infrastructure

Reviewed for Legal Sufficiency:


Office of Law

13-G-82

MEMORANDUM

TO: Mayor and Council

FROM: Michael Stiefvater, Economic Development Coordinator, *MS*

THROUGH: Joseph L. Nagro, City Manager
Terry Schum, Planning Director *TS*

DATE: July 3, 2013

SUBJECT: Free Downtown Garage Parking for Restaurant Week

ISSUE

At the May 23, 2013 meeting of the Downtown College Park Management Authority ("DCPMA"), the group's officers voted to request that the City expand its free summer parking program to coincide with College Park's Restaurant Week from August 11th to August 17th. Currently, the City offers free parking in the Downtown garage on Saturdays from May 25th to August 17th, while Sundays are always free. DCPMA's request would allow visitors to park for free in the Downtown garage after 5:00pm during the remaining days of Restaurant Week. The purpose of this request is to encourage participation in this inaugural event.

BACKGROUND

In response to various community surveys and discussions with restaurant owners, City staff chose to organize a city-wide restaurant week during a traditionally slow period for local businesses. City staff has reached out to 21 locally-owned restaurants and received confirmation from 16 that they will participate, of which 7 are located within the DCPMA boundary.

SUMMARY

In order to estimate the potential loss of parking revenue due to this request, Parking Enforcement provided an analysis of payments received after 5:00pm from Monday, June 24, to Friday, June 28, in the Downtown garage. For that period, parking payments totaled \$1,965.75, or \$393.15 per night.

RECOMMENDATION

Staff recommends that the Mayor and Council approve this request and enable Parking Enforcement to suspend enforcement after 5:00pm from August 11th to August 17th.

13-R-11



Office of the Mayor and Council
City of College Park
4500 Knox Road
College Park, Maryland 20740
Telephone: (240) 487-3501
Facsimile: (301) 699-8029

**NOTICE OF FINAL DECISION
of the
MAYOR AND COUNCIL
of the
CITY OF COLLEGE PARK**

RE: Case No. CPV-2013-03 Name: Joyce and Andrew Jones

Address: 8705 48th Place, College Park, MD 20740

Enclosed herewith is a copy of the Resolution setting forth the action taken by the Mayor and Council of the City of College Park in this case on the following date:

July 16, 2013.

CERTIFICATE OF SERVICE

This is to certify that on July 18, 2013, the attached Resolution was mailed, postage prepaid, to all persons of record.

NOTICE

Any person of record may appeal the Mayor and Council decision within thirty (30) days to the Circuit Court of Prince George's County, 14735 Main Street, Upper Marlboro, MD 20772. Contact the Circuit Court for information on the appeal process at (301) 952-3655.

Janeen S. Miller, CMC
City Clerk

Copies to: Advisory Planning Commission
City Attorney
Applicant
Parties of Record

PG Co. DER, Permits & Review Section
M-NCPPC, Development Review Division
City Public Services Department

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, MARYLAND ADOPTING THE RECOMMENDATIONS OF THE ADVISORY PLANNING COMMISSION REGARDING VARIANCE APPLICATION NUMBER CPV-2013-03, 8705 48TH PLACE, COLLEGE PARK, MARYLAND, RECOMMENDING DENIAL OF A VARIANCE FROM SECTION 27-442 (E) TABLE IV OF THE PRINCE GEORGE'S COUNTY ZONING ORDINANCE FOR SIDEYARD SETBACK FOR CONSTRUCTION OF A DECK AND RECOMMENDING APPROVAL OF A VARIANCE FROM FRONT AND SIDEYARD SETBACKS FOR THE EXISTING HOUSE.

- WHEREAS,** the City of College Park, Maryland (hereinafter, the "City") has, pursuant to Ordinance Number 11-O-03 (hereinafter, the "Ordinance"), and in accordance with Section 27-924 of the Prince George's County Zoning Ordinance (hereinafter, "Zoning Ordinance"), enacted an ordinance which sets forth procedural regulations governing any or all of the following: departures from design and landscaping standards, parking and loading standards, sign design standards, and variances for lot size, setback, and similar requirements for land within the corporate boundaries of the City, alternative compliance from landscaping requirements, certification, revocation, and revision of nonconforming uses, and minor changes to approved special exceptions; and
- WHEREAS,** the City is authorized by the Ordinance to grant an application for a waiver or variance for lot size, setback, and similar requirements where, by reason of exceptional narrowness, shallowness, shape, topography, or other extraordinary situation or condition of the specific parcel of property, the strict application of the Zoning Ordinance would result in peculiar and unusual practical difficulties or an exceptional or undue hardship upon the owner of the property, and a variance can be granted without substantial impairment of the intent, purpose and integrity of the General Plan or Master Plan; and
- WHEREAS,** the Advisory Planning Commission (hereinafter "APC") is authorized by the Ordinance to hear requests for variances from the terms of the Zoning Ordinance with respect to lot size, setback, and other requirements from which a variance may be granted by the Prince George's County Board of Appeals, including variances from Section 27-442(e) of the Prince George's County Zoning Ordinance, and to make recommendations to the Mayor and Council in connection therewith; and
- WHEREAS,** the Mayor and Council are authorized by the Ordinance to accept or deny the recommendation of the APC with respect to variance requests; and
- WHEREAS,** on April 22, 2013, Joyce and Andrew Jones (hereinafter, the "Applicant"), submitted an application for variances from the Prince George's County Zoning Ordinance Section 27-442(e) Table IV, for the premises known as 8705 48th Place, College Park, Maryland ("the Property") for a covered deck; and

WHEREAS, on June 6, 2013, the APC conducted a hearing on the merits of the application, at which time the APC heard testimony and accepted evidence, including the staff report and Exhibits 1 – 7 with respect to whether the subject application meets the standards for granting an appeal set forth in the Ordinance; and

WHEREAS, based upon the evidence and testimony presented, the APC voted 5-0-0 to recommend that the variance for the house be granted and the variances for the deck to be denied; and

WHEREAS, the Mayor and Council have reviewed the recommendation of the APC as to the Application and in particular have reviewed the APC's findings of fact and conclusions of law; and

WHEREAS, no exceptions have been filed; and

WHEREAS, the Mayor and Council are in agreement with and hereby adopt the findings of fact and conclusions of law of the APC as to the Application as follows:

Section 1 Findings of fact:

- 1.1 The applicant is requesting a side yard setback variance of 6 feet to validate and cover a deck that was built without a permit and to validate the front and side yard setbacks of their existing house.
- 1.2 The principal structure was built in 1913 in the Bewley Estates subdivision. The property is zoned R-55. The property is rectangular in shape has an area of 9606 square feet or approximately 0.22 acres.
- 1.3 The property is improved with a 2712 square foot, 2 ½ -story frame, single-family house, with a covered front porch, a deck, and a concrete driveway accessed via the street. The house was built off the center of the lot on the southern side of the lot and at a skewed angle on the property.
- 1.4 After construction began on the deck roof, the applicant was notified by the City that they needed a permit and stopped work.
- 1.5 The Applicant testified that the deck was built in 2006 and they wanted to improve it by constructing a deck roof which they were building themselves and it would be a financial hardship to remove and rebuild the deck. The applicant further testified the deck, as constructed, is in line with the back of the house; removing a portion of the deck or building it at a different angle would not look good aesthetically.
- 1.6 The neighbor at 8703 48th Place indicated that he did not object to the covered deck.

Section 2 Conclusions of Law

- 2.1 The Property has an extraordinary situation in that the house was constructed prior to the current zoning off center and at a skewed angle on the property and does not meet the front or side yard setback. The deck, however, was constructed more recently without a permit and does not meet current setback requirements which is not an extraordinary situation.
- 2.2 The strict application of the County Zoning Ordinance for the principal structure will result in peculiar and unusual practical difficulties to, or exceptional hardship upon the property owner in that they would have to move the existing house to meet the current requirements. However, the recently attached deck was not constructed to meet the current zoning ordinance requirements and does not meet the criteria for an unusual practical difficulty or exceptional hardship as the difficulties associated with removing the portion of the deck located within the setback stems from the self-created hardship of constructing the deck without permits. Further, the size of the remainder portion of the existing deck which would comply with setback requirements without a variance is reasonable, and thus a side yard setback variance is not necessary for the deck as no peculiar or unusual practical difficulty will be inure to the property owner without a variance.
- 2.3 The variance for the front and side yard setbacks for the existing house will not substantially impair the intent, purpose or integrity of any applicable County General Plan or County Master Plan. However, permitting a side yard setback variance to 2 feet to accommodate the deck would impair the intent, purpose and integrity of the County General Plan or County Master Plan in that such intent and purpose includes maintaining adequate space between structures on properties for air, fire prevention and aesthetics.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of College Park, Maryland that the findings of fact and conclusions of law of the APC are hereby adopted and recommends that:

- 1) The variances from the front and side yard setbacks for the existing house be approved due to the house being built in 1913 before the current zoning requirements.
- 2) The variance from the minimum 8-foot side yard setback for a deck is denied

ADOPTED, by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the 16th day of July 2013.

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-83

CONTRACTOR AGREEMENT

THIS CONTRACTORS AGREEMENT (the "Agreement") is made this ____ day of _____, 2013, by and between THE 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 M.T. Laney Company., Inc., hereinafter referred to as "Contractor," whose address is 5400 Enterprise Street, Eldersburg, Maryland 21784.

WHEREAS, the Contractor was the successful bidder on Invitation for Bids, Solicitation Number 5986 Street Repair Services issued by the Washington Suburban Sanitary Commission ("WSSC"), an agency with purchasing policies comparable to the City's, in 2011, for street repair services; and

WHEREAS, WSSC exercised its option to extend the contract from July 2, 2013 through June 30, 2014, including a cost sheet for the Option 1 year; and

WHEREAS, WSSC has been replacing water mains throughout the City since 2009, which has necessitated restoration by WSSC of disturbed areas of City streets within prescribed limits, which at times involves only half of the width of a street; and

WHEREAS, the City desires to take the opportunity to pave the remaining half or other portion of the surface of streets with disturbed areas; and

WHEREAS, pursuant to §69-2(B) of the College Park Code, the City is authorized to join in a contract accepted by another local government or agency with purchasing policies comparable to those of the City; and

WHEREAS, the Contractor services included in Invitation for Bids, Solicitation Number 5986 Street Repair Services are responsive to the needs of the City for purposes of the milling and repaving of the said streets; and

WHEREAS, Contractor desires to act for the City as an independent Contractor to mill and pave the said streets; and

WHEREAS, the City desires that the 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 and not as an agent or employee of the City, to mill and pave designated streets, 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 in the scope of services: milling and paving of the remaining half or other portion of City streets milled and paved by WSSC as part of required restoration work, as more particularly set out in attached Exhibit A. The work described in Exhibit A may be increased or decreased without affecting the unit prices charged. The parties may include additional paving work by agreement, which work shall be paid at the per unit prices set out in Paragraph 4.

3. **Dates of Work**. The Contractor agrees to commence work on July 2, 2013. The work shall be completed on or before June 30, 2014, unless the time is extended by the parties. It is understood by the parties hereto that time is of the essence in the completion of the services under this contract.

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 One Hundred Fifty Thousand Dollars (\$150,000.00), which shall include all incidental costs including, but not limited to, travel, printing, copying, binding, telephone, drawings, diagrams and photographs. The unit price for asphalt is hereby set at \$.89.06 per ton, based on 44,000 estimated tons. The unit price for milling is \$1.32 per square yard, based on 100,000 estimated square yards. The unit price for thermoplastic striping is \$2.02 per linear foot. All pricing shall be consistent with Option I pricing for WSSC contract 5986, attached hereto as Exhibit B. The work described in Exhibit A may be increased or decreased without affecting the unit prices charged.

Additional services related to this project 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 per unit prices set out herein for asphalt, striping and milling, and any additional work billed as per Exhibit B, which shall be good for the term of this contract. Invoices for payment of services may be submitted on a monthly basis and must be accompanied by daily time sheets detailing the work done, and any other documentation required by the City. Invoices will be paid after approval by the City's Finance Director. 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 or the full contract price.

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:

- a. WSSC Invitation for Bids, Solicitation Number , Street Repair Services, as extended through June 30, 2014;

- b. Map of streets to be milled and paved, attached as Exhibit A;
- c. WSSC Option I prices, attached as Exhibit B
- c. Required affidavits
- e. Work schedule
- f. Standard Details for Stormwater Management Construction, DER, Prince George's County
- g. Maryland SHA Manual of Traffic Controls for Highway Construction and Maintenance
- h. Operation Manual on Uniform Traffic Control Devices for Streets and Highways
- i. WSSC Standard Details for Construction
- j. WSSC General Conditions and Standard Specifications
- k. Prince George's County Department of Public Work's Transportation Standard Details
- l. Maryland Department of Transportation, SHA, Standard Specifications for Construction and Materials
- m. M.S.H.A. Book of Standard Details

In the event any term of the foregoing documents conflicts with the terms of this Agreement, this Agreement shall prevail. Any reference in the foregoing documents to WSSC shall be read as referencing the City of College Park.

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, reasonable attorneys fees incurred thereby.

7. **Insurance.** Contractor will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, except Workers Compensation Insurance, 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 \$500,000.00 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

B. Professional Errors and Omissions Insurance. The Contractor shall maintain a policy with limits of not less than \$1,000,000.00 each occurrence/aggregate.

C. Automobile Liability Coverage Automobile fleet insurance \$1,000,000.00 for each occurrence/ aggregate; property damage - \$500,000.00 for each occurrence/aggregate.)

D. Workers' Compensation Insurance. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision 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, except Workers Compensation Insurance. 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 defend, indemnify and save harmless the City from all suits, actions and damages or costs of every name and description to which the City may be subject or put by reason injury to persons (bodily injury including death, or any personal injury) or property damage as a result of the work, to the extent caused or alleged to be caused, by the negligence, carelessness or willfulness on the part of the contractor, its agents, servants and

employees, or other cause. Monies due, or to become due, to the Contractor under the Contract as may be considered necessary by the City shall be retained by the City until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect has been furnished to the City.

9. **Licenses, 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 Consultant shall conform to all applicable laws and regulations.

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 other 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 done. The Contractor is not relieved of primary responsibility for full and complete performance of any work identified 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 invitation to bid 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 may 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 commence correction of such default within 48 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. "However, Contractor shall not be liable for delays beyond its control, including but not limited to, delays caused by the Owner, other Contractors, or other Subcontractor's working for the Owner or other Contractors, Suppliers, unanticipated weather conditions, acts of God and/or vandalism."

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:

Joseph L Nagro
City Manager
4500 Knox Road
College Park, MD 20740

Melvin T. Laney
Resident Agent
M.T. Laney Company, Inc.
5400 Enterprise Street
Eldersburg, MD 21784

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 that directly pertains to the work performed under the agreement 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 correct and legitimate amount so owed by the Contractor against any compensation due the Contractor from the City.

25. **Performance Bond**

The Contractor shall give a Performance and Labor and Material Bond within ten business (10) days after the date of the award of the Contract. The Performance and Labor and Material Bond shall be in the amount of 100% of the Contract Price.

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

ATTEST:

THE CITY OF COLLEGE PARK, MARYLAND

Janeen S. Miller, CMC, City Clerk

By: _____
Joseph L. Nagro, City Manager

WITNESS:

M.T. LANEY COMPANY, INC.

By: _____

Name:

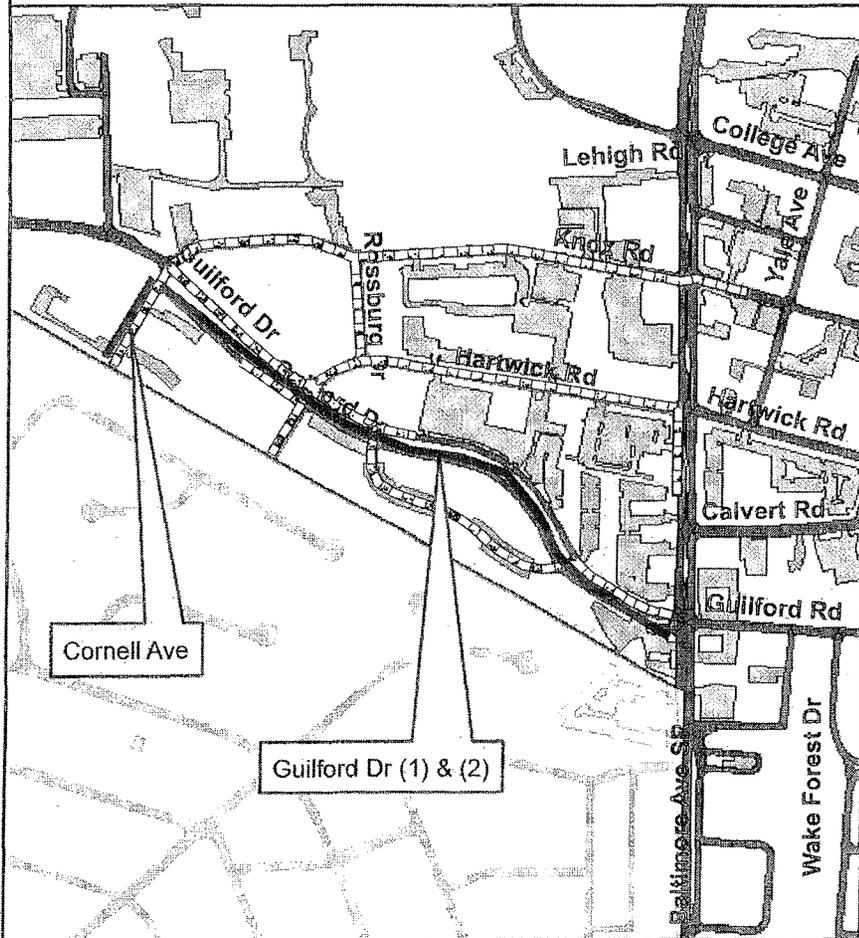
Title:

APPROVED AS TO LEGAL SUFFICIENCY:

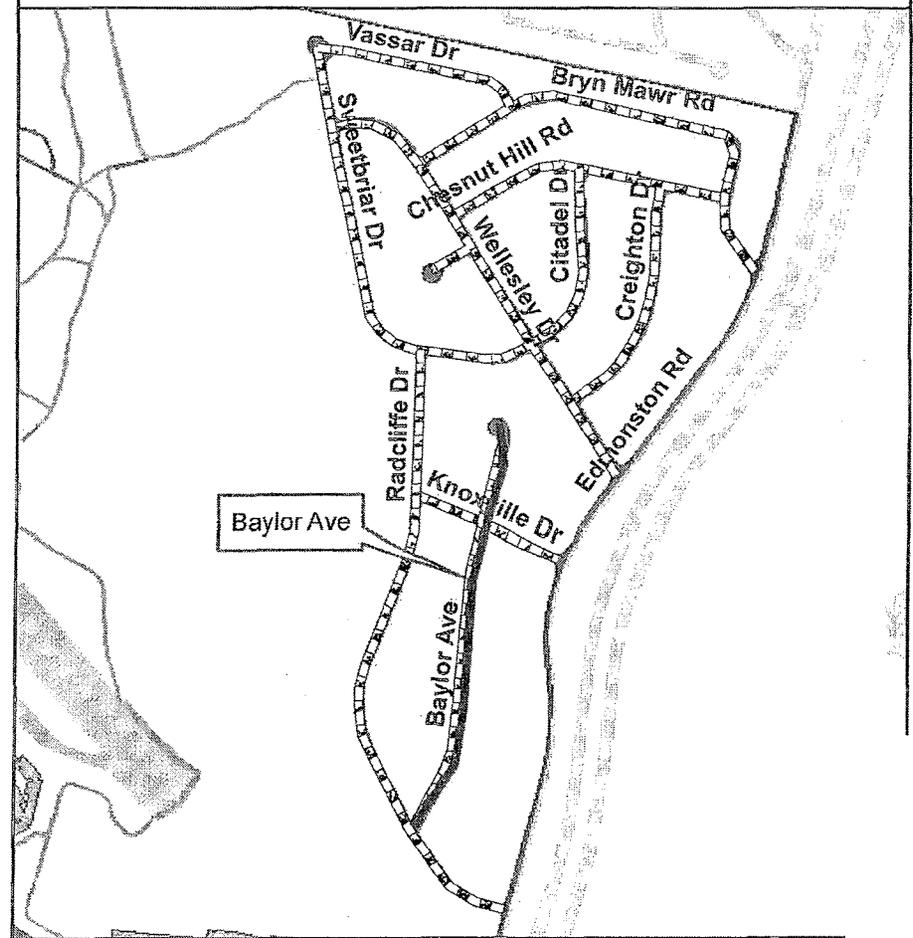
Suellen M. Ferguson
City Attorney

Proposed Resurfacing by WSSC plus City Participation for FY2013

Lord Calver Manor Subdivision



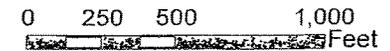
College Park Estates & Yarrow Subdivisions



Legend

-  Proposed Streets City to Participate
-  Proposed WSSC Streets

Produced by: College Park Engineering
 Date: 6-24-13
 Source: M-NCPPC & CP GIS
 2013PMP_Book_map_Proposed_streets3-25-12



				Page 3
Contract No. 5986				
Option I				
Unit Prices Reflect a 1.2% Increase				
Section A - Western Montgomery County				
		Base Year Pricing		Option I Pricing
Item	Description	Unit Pricing		Unit Price
1	Bituminous Base	\$ 98.50		\$ 99.68
2	Bituminous Surface	\$ 88.00		\$ 89.06
3	Bituminous Curb	\$ 5.00		\$ 5.06
4	Finished Concrete	\$ 100.00		\$ 101.20
5	Base Concrete	\$ 50.00		\$ 50.60
6	Concrete Sidewalks	\$ 100.00		\$ 101.20
7	Concrete Curbs	\$ 11.00		\$ 11.13
8	Concrete Curb & Gutter	\$ 23.00		\$ 23.28
9	Exposed Aggregate Concrete	\$ 10.00		\$ 10.12
10	Install ADA Truncated Dome, etc.	\$ 20.00		\$ 20.24
11	Milling (under 400 sqyd)	\$ 7.00		\$ 7.08
12	Milling (over 400 sqyd)	\$ 1.30		\$ 1.32
13	Painted Stripe Marking	\$ 0.50		\$ 0.51
14	Thermoplastic Striping	\$ 2.00		\$ 2.02
15	Reset Brick Work (Existing)	\$ 1.00		\$ 1.01
16	Install Brick Work (New)	\$ 1.00		\$ 1.01
17	Asphalt Plant Mobilization	\$ 0.01		\$ 0.01
18	Excavate/Remove Base Material and Replace with Graded Aggregate Base	\$ 26.00		\$ 26.31
19	Excavate/Remove Base Material and Replace with #2 Stone	\$ 15.00		\$ 15.18
20	Excavate/Remove Base Material and Replace with #57 Stone	\$ 15.00		\$ 15.18
21	Install Geogrid Material	\$ 2.50		\$ 2.53
22	Install Protective Non-Woven Membrane	\$ 0.65		\$ 0.66
23	Pavement & Concrete Slab Coring	\$ 10.00		\$ 10.12
24	Towing Charged Per Vehicle Moved	\$ 160.00		\$ 161.92

Contract No. 5986

Option I

Unit Prices Reflect a 1.2% Increase

Section B - Eastern Montgomery County

		Base Year	Option I
Item	Description	Unit Pricing	Unit Price
1	Bituminous Base	\$ 97.00	\$ 98.16
2	Bituminous Surface	\$ 88.00	\$ 89.06
3	Bituminous Curb	\$ 5.00	\$ 5.06
4	Finished Concrete	\$ 100.00	\$ 101.20
5	Base Concrete	\$ 50.00	\$ 50.60
6	Concrete Sidewalks	\$ 100.00	\$ 101.20
7	Concrete Curbs	\$ 8.00	\$ 8.10
8	Concrete Curb & Gutter	\$ 20.00	\$ 20.24
9	Exposed Aggregate Concrete	\$ 10.00	\$ 10.12
10	Install ADA Truncated Dome, etc.	\$ 20.00	\$ 20.24
11	Milling (under 400 sqyd)	\$ 2.50	\$ 2.53
12	Milling (over 400 sqyd)	\$ 1.30	\$ 1.32
13	Painted Stripe Marking	\$ 0.50	\$ 0.51
14	Thermoplastic Striping	\$ 2.00	\$ 2.02
15	Reset Brick Work (Existing)	\$ 1.00	\$ 1.01
16	Install Brick Work (New)	\$ 1.00	\$ 1.01
17	Asphalt Plant Mobilization	\$ 0.01	\$ 0.01
18	Excavate/Remove Base Material and Replace with Graded Aggregate Base	\$ 26.00	\$ 26.31
19	Excavate/Remove Base Material and Replace with #2 Stone	\$ 15.00	\$ 15.18
20	Excavate/Remove Base Material and Replace with #57 Stone	\$ 15.00	\$ 15.18
21	Install Geogrid Material	\$ 2.50	\$ 2.53
22	Install Protective Non-Woven Membrane	\$ 0.65	\$ 0.66
23	Pavement & Concrete Slab Coring	\$ 10.00	\$ 10.12
24	Towing Charged Per Vehicle Moved	\$ 160.00	\$ 161.92

Contract No. 5986

Option I

Unit Prices Reflect a 1.2% Increase

Section C - North-Western Prince George's County

Item	Description	Base Year Unit Pricing	Option I Unit Price
1	Bituminous Base	\$ 97.00	\$ 98.16
2	Bituminous Surface	\$ 88.00	\$ 89.06
3	Bituminous Curb	\$ 5.00	\$ 5.06
4	Finished Concrete	\$ 100.00	\$ 101.20
5	Base Concrete	\$ 50.00	\$ 50.60
6	Concrete Sidewalks	\$ 100.00	\$ 101.20
7	Concrete Curbs	\$ 8.00	\$ 8.10
8	Concrete Curb & Gutter	\$ 20.00	\$ 20.24
9	Exposed Aggregate Concrete	\$ 10.00	\$ 10.12
10	Install ADA Truncated Dome, etc.	\$ 20.00	\$ 20.24
11	Milling (under 400 sqyd)	\$ 2.50	\$ 2.53
12	Milling (over 400 sqyd)	\$ 1.30	\$ 1.32
13	Painted Stripe Marking	\$ 0.50	\$ 0.51
14	Thermoplastic Striping	\$ 2.00	\$ 2.02
15	Reset Brick Work (Existing)	\$ 1.00	\$ 1.01
16	Install Brick Work (New)	\$ 1.00	\$ 1.01
17	Asphalt Plant Mobilization	\$ 0.01	\$ 0.01
18	Excavate/Remove Base Material and Replace with Graded Aggregate Base	\$ 26.00	\$ 26.31
19	Excavate/Remove Base Material and Replace with #2 Stone	\$ 15.00	\$ 15.18
20	Excavate/Remove Base Material and Replace with #57 Stone	\$ 15.00	\$ 15.18
21	Install Geogrid Material	\$ 2.50	\$ 2.53
22	Install Protective Non-Woven Membrane	\$ 0.65	\$ 0.66
23	Pavement & Concrete Slab Coring	\$ 10.00	\$ 10.12
24	Towing Charged Per Vehicle Moved	\$ 160.00	\$ 161.92

Contract No. 5986

Option I

Unit Prices Reflect a 1.2% Increase

Section D - North-Eastern Prince George's County

		Base Year	Option I
Item	Description	Unit Pricing	Unit Price
1	Bituminous Base	\$ 98.50	\$ 99.68
2	Bituminous Surface	\$ 88.00	\$ 89.06
3	Bituminous Curb	\$ 5.00	\$ 5.06
4	Finished Concrete	\$ 100.00	\$ 101.20
5	Base Concrete	\$ 50.00	\$ 50.60
6	Concrete Sidewalks	\$ 100.00	\$ 101.20
7	Concrete Curbs	\$ 8.00	\$ 8.10
8	Concrete Curb & Gutter	\$ 20.00	\$ 20.24
9	Exposed Aggregate Concrete	\$ 10.00	\$ 10.12
10	Install ADA Truncated Dome, etc.	\$ 20.00	\$ 20.24
11	Milling (under 400 sqyd)	\$ 2.50	\$ 2.53
12	Milling (over 400 sqyd)	\$ 1.30	\$ 1.32
13	Painted Stripe Marking	\$ 0.50	\$ 0.51
14	Thermoplastic Striping	\$ 2.00	\$ 2.02
15	Reset Brick Work (Existing)	\$ 1.00	\$ 1.01
16	Install Brick Work (New)	\$ 1.00	\$ 1.01
17	Asphalt Plant Mobilization	\$ 0.01	\$ 0.01
18	Excavate/Remove Base Material and Replace with Graded Aggregate Base	\$ 26.00	\$ 26.31
19	Excavate/Remove Base Material and Replace with #2 Stone	\$ 15.00	\$ 15.18
20	Excavate/Remove Base Material and Replace with #57 Stone	\$ 15.00	\$ 15.18
21	Install Geogrid Material	\$ 2.50	\$ 2.53
22	Install Protective Non-Woven Membrane	\$ 0.65	\$ 0.66
23	Pavement & Concrete Slab Coring	\$ 10.00	\$ 10.12
24	Towing Charged Per Vehicle Moved	\$ 160.00	\$ 161.92

Contract No. 5986

Option I

Unit Prices Reflect a 1.2% Increase

Section E - South-Eastern Prince George's County

Item	Description	Base Year	Option I
		Unit Pricing	Unit Price
1	Bituminous Base	\$ 98.50	\$ 99.68
2	Bituminous Surface	\$ 88.00	\$ 89.06
3	Bituminous Curb	\$ 5.00	\$ 5.06
4	Finished Concrete	\$ 100.00	\$ 101.20
5	Base Concrete	\$ 50.00	\$ 50.60
6	Concrete Sidewalks	\$ 100.00	\$ 101.20
7	Concrete Curbs	\$ 8.00	\$ 8.10
8	Concrete Curb & Gutter	\$ 20.00	\$ 20.24
9	Exposed Aggregate Concrete	\$ 10.00	\$ 10.12
10	Install ADA Truncated Dome, etc.	\$ 20.00	\$ 20.24
11	Milling (under 400 sqyd)	\$ 2.50	\$ 2.53
12	Milling (over 400 sqyd)	\$ 1.30	\$ 1.32
13	Painted Stripe Marking	\$ 0.50	\$ 0.51
14	Thermoplastic Striping	\$ 2.00	\$ 2.02
15	Reset Brick Work (Existing)	\$ 1.00	\$ 1.01
16	Install Brick Work (New)	\$ 1.00	\$ 1.01
17	Asphalt Plant Mobilization	\$ 0.01	\$ 0.01
18	Excavate/Remove Base Material and Replace with Graded Aggregate Base	\$ 26.00	\$ 26.31
19	Excavate/Remove Base Material and Replace with #2 Stone	\$ 15.00	\$ 15.18
20	Excavate/Remove Base Material and Replace with #57 Stone	\$ 15.00	\$ 15.18
21	Install Geogrid Material	\$ 2.50	\$ 2.53
22	Install Protective Non-Woven Membrane	\$ 0.65	\$ 0.66
23	Pavement & Concrete Slab Coring	\$ 10.00	\$ 10.12
24	Towing Charged Per Vehicle Moved	\$ 160.00	\$ 161.92

Contract No. 5986

Option I

Unit Prices Reflect a 1.2% Increase

Section F - South-Western Prince George's County

Item	Description	Base Year Unit Pricing	Option I Unit Price
1	Bituminous Base	\$ 97.00	\$ 98.16
2	Bituminous Surface	\$ 88.00	\$ 89.06
3	Bituminous Curb	\$ 5.00	\$ 5.06
4	Finished Concrete	\$ 100.00	\$ 101.20
5	Base Concrete	\$ 50.00	\$ 50.60
6	Concrete Sidewalks	\$ 100.00	\$ 101.20
7	Concrete Curbs	\$ 8.00	\$ 8.10
8	Concrete Curb & Gutter	\$ 20.00	\$ 20.24
9	Exposed Aggregate Concrete	\$ 10.00	\$ 10.12
10	Install ADA Truncated Dome, etc.	\$ 20.00	\$ 20.24
11	Milling (under 400 sqyd)	\$ 2.50	\$ 2.53
12	Milling (over 400 sqyd)	\$ 1.30	\$ 1.32
13	Painted Stripe Marking	\$ 0.50	\$ 0.51
14	Thermoplastic Striping	\$ 2.00	\$ 2.02
15	Reset Brick Work (Existing)	\$ 1.00	\$ 1.01
16	Install Brick Work (New)	\$ 1.00	\$ 1.01
17	Asphalt Plant Mobilization	\$ 0.01	\$ 0.01
18	Excavate/Remove Base Material and Replace with Graded Aggregate Base	\$ 26.00	\$ 26.31
19	Excavate/Remove Base Material and Replace with #2 Stone	\$ 15.00	\$ 15.18
20	Excavate/Remove Base Material and Replace with #57 Stone	\$ 15.00	\$ 15.18
21	Install Geogrid Material	\$ 2.50	\$ 2.53
22	Install Protective Non-Woven Membrane	\$ 0.65	\$ 0.66
23	Pavement & Concrete Slab Coring	\$ 10.00	\$ 10.12
24	Towing Charged Per Vehicle Moved	\$ 160.00	\$ 161.92

MEMORANDUM

To: Joe Nagro, City Manager
From: Steven E. Halpern, P.E. *SEH*
Date: July 9, 2011
Subject: Recommendation to Piggy-Back on WSSC's Milling & Paving Contract.

Background

Since 2009 WSSC has been replacing water mains throughout the City. They have recently completed projects in the College Park Estates, Yarrow, and Lord Calvert Manor subdivisions.

After a water main project is completed, WSSC executes a second contract for the restoration (milling and paving) of the disturbed area of the street per their "prescribed limits". Their "prescribed limits" means they will only resurface that portion of the street over which the trenching was performed. Water mains are typically located on either side of the centerline of the street; therefore, the prescribed limits of restoration work are to mill and pave just one side of the street. If the water main is located in the center of the street then the entire width of the street would be resurfaced from curb to curb.

We recommend that we take this opportunity to piggy-back on WSSC's resurfacing contract for the purpose of milling and paving the other half of those streets (identified on the attached map) where WSSC is only planning to pave the half they disturbed during the water main replacement project. The streets identified meet our requirements for inclusion in our Pavement Management Plan. This matter was discussed at the Budget Worksession in April. This would save City/tax payer funds, in that the contractor is already on-site doing one-half, thus saving us mobilization, administration, and material costs as well as inconvenience to the residents.

WSSC competitively bid "Solicitation No 5686 For Street Repair Services for Montgomery and Prince George's Counties, Maryland" on Wednesday, April 20, 2011 for the purpose of restoring streets that were affected by the current water and sewer main replacement projects. The contract was awarded to M.T. Laney Co, Inc, 5400 Enterprise Street, Eldersburg, MD 21784. The contract was renewed through June 30, 2014.

The unit price for asphalt is reasonable at \$89.06 per Ton based on 44,000 Tons estimated. Our current contract unit price is \$90.00 per Ton.

The unit price for milling is reasonable at \$1.32 per Square Yard based on 100,000 Square Yards estimated. Our current contract unit price is \$4.00 per Square yard.

In the spring of 2011 the City piggy-backed on an earlier restoration contract with WSSC. The work took place in 2011 in the Hollywood neighborhood and it went very well and the quality of work performed was very satisfactory. M. T. Laney was WSSC's contractor at that time. M.T. Laney's construction crew was sensitive to our residents and cooperated with our staff in the performance of their work. All problems that did arise were addressed immediately to our satisfaction.

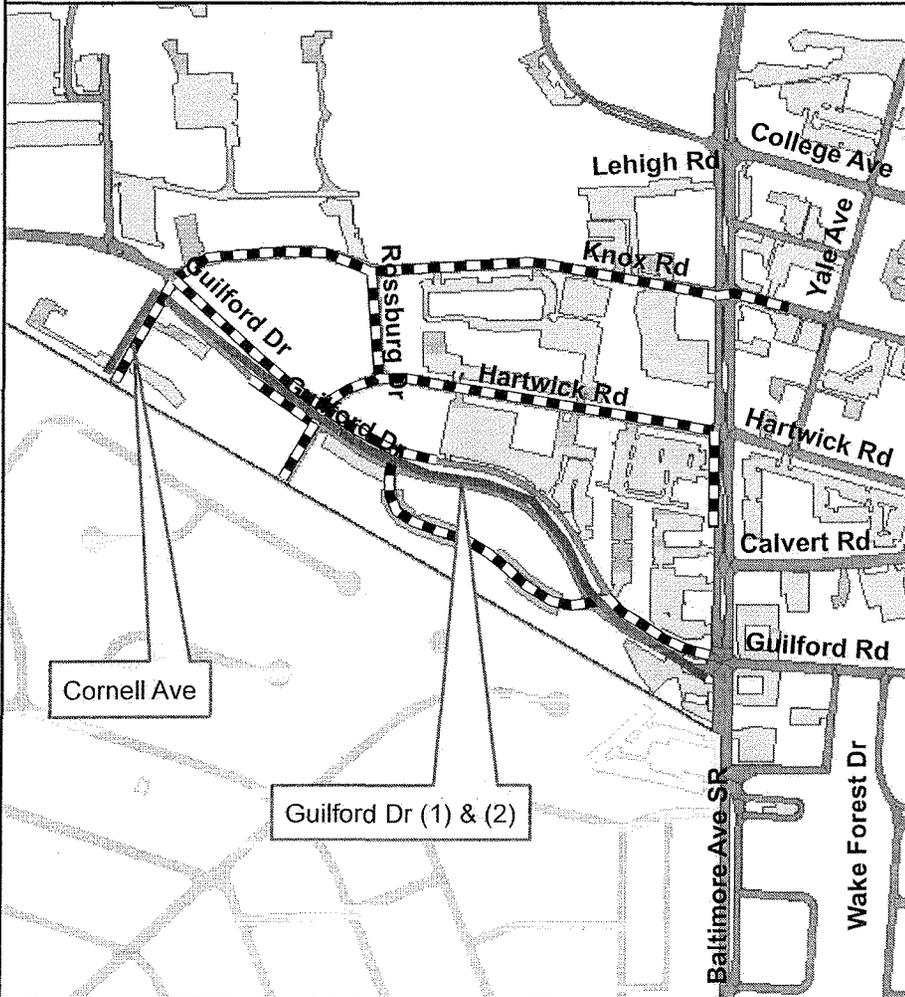
Recommendation

Based on staff's review of the WSSC bid and our working experience with M. T. Laney Co., Inc. it is recommended that we piggy-back on WSSC's bid "Solicitation No 5686 For Street Repair Services For Montgomery and Prince George's Counties, Maryland" with M. T. Laney Co., Inc. for an amount not to exceed \$150,000.

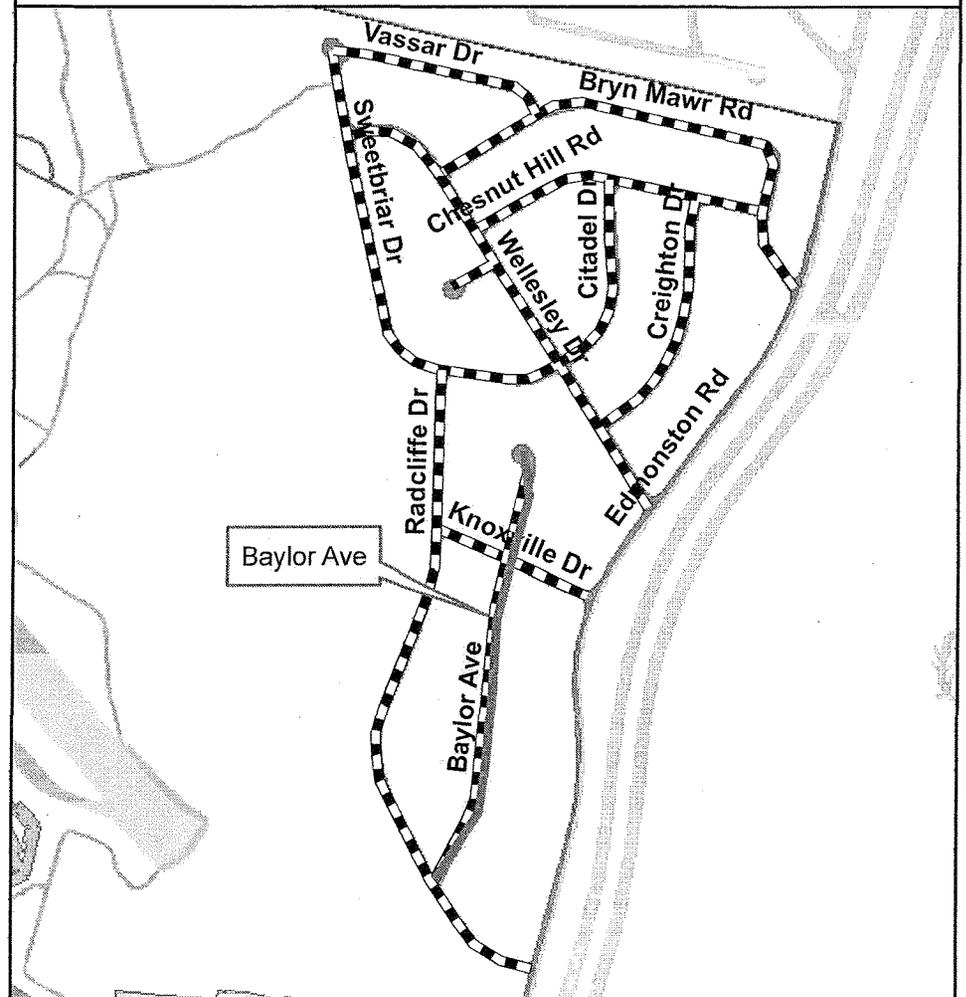
Attachment - Map

Proposed Resurfacing by WSSC plus City Participation for FY2013

Lord Calver Manor Subdivision



College Park Estates & Yarrow Subdivisions



Legend

-  Proposed Streets City to Participate
-  Proposed WSSC Streets

Produced by: College Park Engineering
 Date: 6-24-13
 Source: M-NCPPC & CP GIS
 2013PMP_Book_map_Proposed_streets3-25-12



13-G-84

MEMORANDUM

To: Joe Nagro, City Manager 

From: Steven E. Halpern, P.E.

Date: July 9, 2012

Subject: Approval of an Agreement with MAZZA for the maintenance of Pedestrian Lights along US 1

Background

Mazza Grandmarc Apartments is located at 9530 Baltimore Avenue and opened in 2011. The Detailed Site Plan, DSP 04049, showed six (6) pedestrian streetlights to be installed in the dedicated Route 1, Baltimore Avenue, right-of-way. The streetlights were in fact installed on the Mazza Grandmarc Apartment's property. Had the pedestrian streetlights been installed in the right-of-way, the City would have been responsible for the electric and maintenance. Since the pedestrian streetlights are on private property, the City and the property owner have agreed that, in lieu of relocating the lights into the right-of-way, the Owner will undertake maintenance of the streetlights.

The City Attorney has prepared the attached Declaration of Covenants And Agreement Regarding Land Use between the City and the property owner stating that the owner agrees to maintain the six pedestrian lights required by DSP 04049, including repair and replacement of said lights if necessary, for so long as the DSP, as it may be amended from time to time, is in effect for the Property.

Recommendation

That the City Council review and approve that attached Declaration of Covenants.

Attachments:

1 - Declaration Of Covenants And Agreement Regarding Land Use between PPC/CHP Maryland Limited Partnership, Mazza Family College Park, LLC ("Owner") and the City of College Park, Maryland

DECLARATION OF COVENANTS AND AGREEMENT
REGARDING LAND USE

THIS DECLARATION OF COVENANTS AND AGREEMENT REGARDING LAND USE (this "Declaration of Covenants") is effective the _____ day of June, 2013 by and among PPC/CHP Maryland Limited Partnership ("PPC/CHP"), Mazza Family College Park, LLC ("Owner") and the City of College Park, Maryland (the "City") a municipal corporation of the State of Maryland.

WHEREAS, the Owner owns certain property located at 9530 Baltimore Avenue, in College Park, Maryland consisting of approximately 22.40 acres, with Tax Identification Nos. District 21- 3949245, 3949237 and 3949245, and recorded at Liber 13818, folio 00292 in the Land Records of Prince George's County, Maryland and more specifically described on Exhibit A attached hereto (the "Property"); and

WHEREAS, PPC/CHP has leased the Property from Owner pursuant to a Deed of Ground Lease by and between PPC/CHP and Owner (the "Lease"), which lease contains an option to purchase the Property; and

WHEREAS, Detailed Site Plan DSP 04049 was approved for the Property; and

WHEREAS, as part of the DSP, PPC/PHP and Owner were required to install six (6) pedestrian streetlights in the dedicated Route 1, Baltimore Avenue, right of way; and

WHEREAS, the streetlights were in fact installed on the Property; and

WHEREAS, the parties have agreed that, in lieu of the relocation of the said streetlights into the Route 1, Baltimore Avenue, right of way that PPC/CHP and Owner will undertake the maintenance of the said streetlights on the Property.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and PPC/CHP hereby declare and agree on behalf of themselves and their successors and assigns that the Lease, and any ownership interest held by Owner or acquired by PPC/CHP, shall be held, transferred, sold, hypothecated, encumbered, or conveyed subject to the following covenants, conditions, restrictions, limitations, and obligations which shall bind the Owner and PPC/CHP, as lessee, and as owner should it purchase the Property, and shall inure to the benefit of, and be enforceable by, the City and its successors and assigns (but such covenants, conditions, restrictions, limitations, and obligations are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of any other person or entity, including the general public) as follows:

1. Owner and PPC/CHP agree to maintain the six (6) pedestrian lights, required by DSP 04049, including repair and replacement of said lights if necessary, for so long as the DSP, as it may be amended from time to time, is in effect for the Property.

2. Each person accepting an assignment or other instrument conveying any interest in the Lease or any ownership interest acquired by PPC/CHP and any ownership interest of Owner shall be bound by the terms of this Declaration of Covenants whether or not this Declaration of Covenants is incorporated or referred to in such assignment or other instrument.

3. In the event that PPC/CHP or Owner assign ownership interest and/or all of their rights and obligations under the Lease, PPC/CHP and Owner agree that their rights and obligations under the Lease and as Owner shall be assigned subject to the provisions of the Declaration of Covenants and upon effectiveness of such assignment, the City agrees that PPC/CHP and Owner shall have no further rights or obligations hereunder.

4. The City shall have the right to enforce, by any proceeding at law or in equity, including injunction, all restrictions, terms, conditions, covenants and agreements imposed upon PPC/CHP, Owner, and their successors and assigns pursuant to the provisions of this Declaration of Covenants; provided however, that prior to initiating any action or proceeding to enforce the provisions of this Declaration of Covenants, the City shall give written notice of default to PPC/CHP and Owner specifying the nature of the default and PPC/CHP and Owner shall have 30 days to cure such default or, if such default cannot reasonably be cured within 30 days, such longer period as may be necessary so long as PPC/CHP and Owner diligently pursue such cure. In the event that PPC/CHP and Owner shall fail to maintain the pedestrian street lights as required herein, and after the cure period has expired, City shall have the right to enter onto the Property to provide such maintenance and shall be reimbursed therefore by PPC/CHP and Owner. Should the City prevail in any action brought by the City to enforce a provision of this Declaration of Covenants, PPC/CHP and Owner will reimburse the City for all reasonable costs of the proceeding, including reasonable attorney's fees. Should PPC/CHP or Owner prevail in any action brought by the City to enforce a provision of this Declaration of Covenants, the City shall reimburse PPC/CHP or Owner for all reasonable costs of the proceeding, including reasonable attorneys' fees.

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

6. This Declaration of Covenants shall be construed in accordance with the laws of the State of Maryland, without regard to its conflict of laws provisions. The provisions of this Declaration of Covenants shall be deemed severable, so that if any provision hereof is declared invalid, all other provisions of this Declaration of Covenants shall continue in full force and effect.

STATE OF MARYLAND)
)
) ss:
COUNTY)

I HEREBY CERTIFY, that on this ___ day of _____ 2013, before me, a Notary Public in and for the State aforesaid, personally appeared _____ and that he executed the foregoing Declaration of Covenants for the purposes therein contained by signing in my presence.

WITNESS my hand and Notarial Seal.

_____(SEAL)
Notary Public
My Commission Expires: _____

WITNESS/ATTEST:

MAZZA FAMILY COLLEGE PARK, LLC.
By: _____,
its Managing Member

_____ By: _____

STATE OF MARYLAND)
)
) ss:
COUNTY)

I HEREBY CERTIFY, that on this ___ day of _____ 2013, before me, a Notary Public in and for the State aforesaid, personally appeared _____, and that he executed the foregoing Declaration of Covenants for the purposes therein contained by signing in my presence.

WITNESS my hand and Notarial Seal.

_____(SEAL)
Notary Public
My Commission Expires: _____

13-R-13

MOTION:

I move to adopt Resolution 13-R-13 to authorize the City of College Park to join the State Retirement and Pension System of Maryland as of July 1, 2014 on such terms and conditions as the State may prescribe; and to purchase fifty (50) percent of past service credit at an actuarially determined cost of \$1,463,914, subject to adjustment of no more than five (5) percent to reflect entry on that date.

DISCUSSION:

Since April 2013, City administration has been discussing with the Mayor and Council the possibility of the City joining the Maryland State Retirement and Pension System. Following a careful review of the retirement and pension benefits paid by other municipalities; comparison of the City's current plans with other options that might be available; and a thorough presentation of the pros and cons of the City's current plans and the State's plan, City administration recommended joining the Maryland State Retirement and Pension System.

The City's 401(a) and 457 plans do not provide an adequate benefit to enable our long-service employees to retire. In addition, many of the City's employees are not able to effectively manage their 401 savings and investments. A defined benefit plan, with a formula for guaranteed payments throughout retirement, would solve that problem. The State's defined benefit plan for municipal employees is the only defined benefit plan that is feasible for us to join. Creating our own defined benefit plan would also be cost prohibitive.

The annual cost of the Plan will vary from year to year. Required employer contributions for FY 2014 would be 6.47% of base salary, slightly less than the 6.5% the City currently contributes to the 401(a) plan. Eligible employees would have to contribute 7% of their base salary. City administration is proposing to purchase 50% of past service credit for City employees, which would cost approximately \$1.5 million. This one-time expense would be paid by borrowing from current City reserves. We

anticipate repaying our City reserves over five years at an annual cost of approximately \$300,000.

The Maryland State Retirement and Pension System Annual Actuarial Valuation Report for Maryland Municipal Corporations as of June 30, 2012 provided by the independent actuarial firm Gabriel Roeder Smith and Company indicates that the total funded ratio for the Employees' Combined System is 75.7%. Since 2011, the State has made reforms to assure that the entire System will be fully funded by 2023.

Adopting this resolution would be the first step in a process to join the Maryland State Retirement and Pension System. The next step would be to educate employees and obtain a commitment to participate from at least 60% of eligible employees. Because we are proposing to purchase less than 100% of past service, the State Legislature must pass a bill to allow us to enter the Plan. The City would begin participation on the next entry date, July 1, 2014.

If we join this Plan, eligible City employees will have a guaranteed pension benefit following a career with the City. That is a benefit of great value that they do not have now, and, as we have shown, a large majority of municipalities are already providing to their employees.

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY
OF COLLEGE PARK, MARYLAND, TO AUTHORIZE THE CITY TO JOIN THE
STATE RETIREMENT AND PENSION SYSTEM OF MARYLAND**

WHEREAS, pursuant to Article 23A, §2(b)(21) of the Annotated Code of Maryland, as amended, the Mayor and City Council have determined that it is in the public interest to provide for a retirement or pension plan for its City employees; and

WHEREAS, the Mayor and City Council of the City of College Park have determined that it is in the public interest to authorize the City to join the Reformed Contributory Pension Benefit Plan of the State Retirement & Pension System of Maryland ("Plan") on such terms and conditions as the State may prescribe; and

WHEREAS, the Mayor and City Council have decided to authorize the purchase of fifty (50) percent credit for past service, that has been actuarially determined to be \$1,463,914 by the actuaries for the State Retirement and Pension System of Maryland, subject to adjustment of no more than five (5) percent to reflect entry at July 1, 2014, and upon such terms as the City Manager and Director of Finance shall determine to be in the best interest of the City; and

WHEREAS, all eligible employees of the City of College Park who are certified as employees of the City on June 30, 2014 will be entitled to elect to participate, through the City of College Park, in the Plan effective July 1, 2014, and all such eligible employees shall be granted fifty (50) percent credit for past service earned with the City through June 30, 2014; and

WHEREAS, any employee of the City of College Park who is eligible to join the Plan and is certified as an employee of the City as of June 30, 2014 who does not enroll in the Plan on or before June 30, 2014 shall lose eligibility to participate in the Plan and to receive the fifty (50) percent credit for past service with the City; and

WHEREAS, all eligible employees that elect to join the Plan on or before June 30, 2014, and all persons who become eligible employees after June 30, 2014 shall participate in the Plan; and

WHEREAS, the source of the seven (7) percent mandatory employee contribution of employees participating in the Plan is the gross base pay of the participating eligible employees; and

WHEREAS, this Resolution and entry into the Plan are subject to at least 60% of employees eligible to participate voting in favor of joining the Plan through a ballot process.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of College Park, Maryland, that, subject to the favorable vote of 60% of eligible employees, the City of College Park shall join the Reformed Contributory Pension Benefit Plan of the State Retirement and Pension System of Maryland on July 1, 2014; and it is further

RESOLVED, that the Mayor and City Council authorizes the purchase of fifty (50) percent credit for past service that has been actuarially determined to be \$1,463,914 by the actuaries for the State Retirement and Pension System of Maryland subject to adjustment of no more than five (5) percent to reflect entry at July 1, 2014, upon such terms as the City Manager and Director of Finance shall determine to be in the best interest of the City, and authorizes payment therefor; and it is further

RESOLVED, that eligible employees of the City of College Park may elect to participate in the Plan effective July 1, 2014, and receive fifty (50) percent credit for past service with the City, subject to the State Retirement Agency's mandatory seven (7) percent payroll deduction contribution if the eligible employee elects to join the State pension system on or before June 30, 2014; and it is further

RESOLVED, any employee of the City of College Park who is eligible to join the Plan and is certified as an employee of the City as of June 30, 2014 who does not enroll in the Plan on or before June 30, 2014 shall lose eligibility to participate in the Plan and to receive the fifty (50) percent credit for past service with the City; and it is further

RESOLVED, that all employees who become eligible employees after June 30, 2014 shall participate in the Plan.

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

WITNESS:

**THE CITY OF COLLEGE PARK,
MARYLAND**

Janeen S. Miller, City Clerk

Andrew M. Fellows, Mayor

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

Suellen M. Ferguson, City Attorney

13-G-85

This item came up after the
Worksession and needs
a motion-taker

Item 13-G-85

Motion By: _____

Motion:

I move that the City Council authorize the submission of the attached “Municipal Highway User Revenue Mandatory Grant Application” to the State Highway Administration, to make the City eligible to receive FY 2014 Highway User Revenue, and to certify that the City will only expend funds in accordance with permitted uses of Highway User Revenues.

Discussion:

The state’s FY 2014 budget allocated a Special Fund appropriation to the Maryland Department of Transportation to provide one-time grants to municipalities for permitted uses of highway user revenues. In order to be eligible to receive these funds, the City must complete the attached application, which is due July 20.

Janeen S Miller

From: mml@memberclicks-mail.net on behalf of Candace Donoho [candaced@mdmunicipal.org]
Sent: Wednesday, July 10, 2013 10:02 AM
To: cpmc
Subject: Municipal HUR Mandatory Grant Application Form - URGENT RESPONSE REQUIRED!



July 10, 2013

Municipal HUR Mandatory Grant Application Form - URGENT RESPONSE REQUIRED!

The fiscal year 2014 State budget allocated \$15,379,979 to the Maryland Department of Transportation to provide an additional infusion one-time only HUR grants to municipalities. To be eligible to participate, a municipality must agree to expend these grant funds in accordance with Section 8-408 of the Transportation Article, which specifies that HUR funds may only be used to pay or finance (1) the cost of transportation facilities; (2) the construction, reconstruction or maintenance of roads or streets, and; (3) debt service on bonds or other evidences of obligation lawfully issued by or for the municipality for the construction, reconstruction, or maintenance of roads or streets.

To receive these one-time grant monies, the grant form located [here](#) must be completed by July 20, 2013 and sent to Mr. Okey Odinamadu, at the Maryland State Highway Administration. Questions may be sent to OOdinamadu@sha.state.md.us.

Maryland Municipal League Phone: (410) 268-5514 1212 West Street Annapolis, Maryland 21401

This email was sent to cpmc@collegeparkmd.gov by candaced@mdmunicipal.org

powered by  memberclicks

Maryland Municipal League | 1212 West St | Annapolis, Maryland 21401 | United States

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Martin O'Malley, Governor
Anthony G. Brown, Lt. Governor

James T. Smith, Jr., Secretary
Melinda B. Peters, Administrator

One-Time Grant Application Form

Effective July 2013 for Fiscal Year 2014

Chapter 423 of the 2013 Laws of Maryland (HB100 – Budget Bill for Fiscal Year 2014) allocated a Special Fund appropriation of \$15,379,979 to the Maryland Department of Transportation for the purpose of providing transportation grants to municipal governments. It further provided that these grants are one-time only grants and the funds are to be allocated as provided in Section 8-405 of the Transportation Article (Computation of Highway User Revenues for Municipalities).

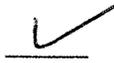
To be eligible to participate, the municipal government must agree to only expend these grant funds in accordance with Section 8-408 of the Transportation Article (Permitted uses of Highway User Revenues).

To participate in this program, please mail, fax, or email this form back by July 20, 2013 to:

Mr. Okey Odinammadu
State Highway Administration
Office of Finance
707 North Calvert Street, Mail Stop C-505
Baltimore, Maryland 21202
Fax Number: 410-209-5016
Email Address: OOdinammadu@sha.state.md.us

Certification of Participation or Non-Participation in the One-Time Grant

Please check one of the following:



We will participate in the One-Time Grant, and by signing below, we agree to expend the funds in accordance with Section 8-408 of the Transportation Article and certify that the funds will be used in compliance with all applicable laws.



We will not be participating in the One-Time Grant.

_____ (Seal)
Date

_____ (Seal)
Authorized Signature

College Park
Municipality

Mayor Andrew Fellows
Print Name

THIS FORM MUST BE RETURNED NO LATER THAN JULY 20, 2013

My telephone number/toll-free number is _____
Maryland Relay Service for Impaired Hearing or Speech 1.800.735.2258 Statewide Toll Free

Street Address: 707 North Calvert Street • Baltimore, Maryland 21202 • Phone 410.545.0300 • www.roads.maryland.gov

13-G-86

13-G-87

Bill enclosed. Letter will be
in red folders on Tuesday
night.

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

2013 Legislative Session

Bill No. CB-48-2013

Chapter No.

Proposed and Presented by Council Members Olson and Franklin

Introduced by Council Members Olson and Franklin

Co-Sponsors

Date of Introduction July 2, 2013

BILL

1 AN ACT concerning

2 Convenience Stores and Gas Stations - Public Safety

3 For the purpose of decreasing robberies in the County by enhancing convenience store and gas
4 station safety; registering convenience stores and gas stations; requiring training of convenience
5 store employees and gas station employees; providing for security; providing for cash
6 management; providing for visibility and signage; and providing for a grace period and for
7 noncompliance; and generally relating to convenience store and gas station safety.

8 BY adding:

9 SUBTITLE 5. BUSINESSES AND LICENSES.

10 Sections 5-2500, 5-2501, 5-2502, 5-2503, 5-2504,

11 5-2505, and 5-2506,

12 The Prince George's County Code

13 (2011 Edition).

14 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,
15 Maryland, that Sections 5-2500, 5-2501, 5-2502, 5-2503, 5-2504, 5-2505, and 5-2506,
16 of the Prince George's County Code be and the same are hereby added:

17 SUBTITLE 5. BUSINESSES AND LICENSES.

18 DIVISION 25. [RESERVED.] CONVENIENCE STORES AND GAS STATIONS.

19 Sec. 5-2500. Legislative Intent.

20 (a) The purpose and intent of this legislation is to improve public safety and reduce
21 commercial crime by strengthening safety standards at convenience stores and gas stations. This

1 legislation establishes reasonable and uniform laws to promote the health, safety, and welfare
 2 of the citizens and residents of the County. The provisions of this law are in response to violent
 3 crimes taking place in or in close proximity to convenience stores and gas stations throughout
 4 the County.

5 **Sec. 5-2501. Definitions and Scope of Legislation.**

6 (a) The following words, as used in this Division, shall for the purpose of this Division,
 7 have the meanings respectively ascribed to them in this Section:

8 (1) **Convenience store** shall mean any food or beverage store that is 15,000 square
 9 feet or less, that is open for business anytime from 11:00 p.m. to 6:00 a.m. that provides retail
 10 sales of food, beverages, and sundries primarily for home consumption, and may include food or
 11 beverage preparation. Convenience store does not include a Department or Variety Store that
 12 provides incidental sales of candy, gum and similar non-refrigerated items at a check-out
 13 counter, or in a standard vending machine.

14 (2) **Gas Station** shall mean a building or lot having pumps and storage tanks, where
 15 the primary use is the retail sale of motor vehicle fuels. Vehicle related services may be offered
 16 incidental to the primary use.

17 (3) **Police Department** shall mean the Prince George's County Police Department.

18 (4) **Police Chief** shall mean the Chief of the Prince George's County Police
 19 Department.

20 (5) **Police Officer** shall mean a sworn member of the Prince George's County Police
 21 Department.

22 (b) This legislation applies to convenience stores and gas stations that are open for
 23 business anytime from 11:00 p.m. to 6:00 a.m.

24 **Sec. 5-2502. Registration and Training.**

25 (a) A convenience store owner or gas station owner of a sole proprietorship shall register
 26 or designate a representative to register with the Department of Permitting, Inspections, and
 27 Enforcement. If a convenience store or gas station is privately owned by multiple individuals,
 28 each party shall register with the Department of Permitting, Inspections, and Enforcement or
 29 designate a representative to register with the Department of Permitting, Inspections, and
 30 Enforcement. If a convenience store or gas station is owned by a corporation, the registered
 31 agent of the owner shall register with the Department of Permitting, Inspections, and

1 Enforcement. Any change in ownership shall be updated with the Department of Permitting,
2 Inspections, and Enforcement by the end of the 30th day after the effective date of new
3 ownership. All registration shall be completed by January 1, 2014. As a condition of a use and
4 occupancy permit or continuation of a use and occupancy permit, all registration for a
5 convenience store or gas station is required.

6 (b) A convenience store manager and gas station manager shall register with the
7 Department of Permitting, Inspections, and Enforcement. If the store is managed by an agency,
8 the agency must register with the Department of Permitting, Inspections, and Enforcement. Any
9 change in management shall be updated with the Department of Permitting, Inspections, and
10 Enforcement by the end of the 30th day after the date of hire by ownership.

11 (c) Each new employee shall complete a safety training program provided by their
12 employer or a training video provided by the Police Department before their first workday.
13 Employees hired prior to the effective date of this legislation shall complete safety training
14 before the end of the 30th day after the effective date of this legislation. Training shall include,
15 but not be limited to, drop safe, cash handling procedures, and what to do in the event of a
16 robbery. The employer's safety training program shall be reviewed for adequacy by the Police
17 Department.

18 (d) A convenience store owner or registered agent of the owner shall participate in a
19 criminal trespass affidavit program as designated by the Director of the Department of
20 Permitting, Inspections, and Enforcement. A copy of the trespass affidavit shall be posted in a
21 highly visible location next to a public entrance.

22 **Sec. 5-2503. Security System.**

23 (a) A convenience store owner shall install a surveillance camera system with a minimum
24 of three highly visible digital, high-resolution color cameras that produce a minimum of sixty
25 (60) pixels per foot. The security cameras shall be able to retrieve an identifiable image of an
26 offender. One camera shall be placed above the cash registers at an angle to identify persons,
27 one camera shall be placed in view of the public entrance and one camera shall be placed to view
28 the exterior parking lot. Stores shall record 24 hours a day and motion sensing cameras shall
29 record when activated. Recordings shall be retained for at least 30 days, even if a store is closed.
30 An exception shall be made for natural occurrences that would affect camera function. Security
31 cameras shall have an annual test photo and maintenance log showing maintenance every four

1 months. All security cameras shall be set to report the actual date and time. Only management
 2 shall have access to the cameras.

3 (b) A convenience store owner shall install a drop safe bolted to the floor behind the cash
 4 register or in an adjacent office. Both locations must be in view of a high resolution surveillance
 5 camera.

6 (c) A gas station owner without a convenience store shall install a drop safe or establish
 7 another mechanism to ensure that no more than one hundred and fifty dollars (\$150.00) is in the
 8 cash register on the premises anytime between the hours of 11:00 p.m. to 6:00 am.

9 (d) A gas station owner without a convenience store shall install a secured surveillance
 10 camera system with a minimum of three highly visible digital, high-resolution color cameras that
 11 produces a minimum of sixty (60) pixels per foot. One camera shall be placed above the cash
 12 registers at an angle to identify persons, one camera shall be placed in view of the public
 13 entrance and one camera shall be placed to view the exterior parking lot. Stores shall record 24
 14 hours a day and motion sensing cameras shall record when activated. Recordings shall be
 15 retained for at least 30 days, even if a store is closed. An exception shall be made for natural
 16 occurrences that would affect camera function. Security cameras shall have an annual test photo
 17 and maintenance log showing maintenance every four months. All security cameras shall be set
 18 to report the actual date and time. Only management shall have access to the cameras.

19 (e) A gas station shall provide window only access if the gas station is open anytime
 20 between the hours of 11:00 p.m. to 6:00 a.m. and if the gas station currently has window only
 21 access on-site.

22 **Sec. 5-2504. Cash Management.**

23 (a) As a condition of their use and occupancy permit, convenience stores and gas stations
 24 cannot keep more than one hundred fifty dollars (\$150) in any cash register on the premises at all
 25 times between 11:00 p.m. to 6:00 a.m.

26 (b) A written cash management policy that limits cash on hand in the convenience store or
 27 gas station from 11:00 p.m. to 6:00 a.m. shall be provided to all employees.

28 **Sec. 5-2505. Visibility and Signage.**

29 (a) All convenience stores and gas stations shall maintain an unobstructed line of sight
 30 allowing a clear view of and from the cash register and sales area. Windows and doors shall be
 31 clear of all items that would obstruct a clear view from three feet above the ground to at least six

1 feet above the ground.

2 (b) Convenience stores and gas stations shall post highly visible window signs in English
3 and Spanish detailing: (1) There is a drop safe in the store; (2) Employees do not have access to
4 the safe; (3) There is an active security system on the premises, if applicable; (4) 'No Loitering'
5 and 'No Trespassing'; and (5) There is limited cash in cash registers at anytime between the
6 hours of 11:00 p.m. and 6:00 a.m.

7 **Sec.5-2506. Grace Period and Noncompliance.**

8 (a) Convenience stores and gas stations in operation prior to the effective date of this
9 legislation shall have twelve (12) months from the effective date of the legislation to complete all
10 requirements of this legislation. The two (2) surveillance cameras required pursuant to Section
11 5-2503 to be placed above the cash registers and in view of the public entrance should be
12 installed within twelve (12) months from the effective date of the legislation and produce a
13 minimum of forty (40) pixels per foot. The third surveillance camera to view the exterior parking
14 lot should be installed within thirty-six (36) months from the effective date of the legislation and
15 produce a minimum of sixty (60) pixels per foot.

16 (b) Convenience stores and gas stations that remain noncompliant after the grace period
17 shall be charged a civil monetary fine of One Hundred Dollars (\$100.00) for the first offense,
18 Two Hundred Fifty Dollars (\$250.00) for the second offense, Five Hundred Dollars (\$500.00)
19 for the third offense, and One Thousand Dollars (\$1,000.00) for the fourth offense every
20 calendar year.

21 (c) The Director of the Department of Permitting, Inspections, and Enforcement may
22 suspend or revoke the use and occupancy permit of a convenience store or gas station for
23 multiple violations after the fourth offense pursuant to Subsection (b) in two (2) or more
24 consecutive calendar years.

25 (d) An appeal from any decision, ruling, or order issued under the provisions of this
26 Division may be made to the Board of Appeals within ten (10) days after the decision, ruling or
27 order. A notice of appeal shall be filed with the Director of Permitting, Inspections, and
28 Enforcement, directed to the Board, specifying the grounds and relief sought.

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

Adopted this _____ day of _____, 2013.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Andrea C. Harrison
Chair

ATTEST:

Redis C. Floyd
Clerk of the Council

APPROVED:

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

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

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

13-0-09

ORDINANCE
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK,
MARYLAND, AMENDING CHAPTER 125 "HOUSING REGULATIONS" BY
REPEALING AND REENACTING §125-8 "MAINTENANCE OF DWELLINGS" TO
REQUIRE THAT ROOFS BE COVERED WITH MATERIALS DESIGNED FOR USE
AS A PERMANENT ROOFING SURFACE.

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

WHEREAS, Mayor and Council have adopted Housing Regulations to ensure the health and safety of the residents of the City, and certain procedures to enforce the Housing Regulations; and

WHEREAS, the Mayor and Council wish to ensure that roofs of residential structures are covered with roofing shingles, tiles or other products designed for use as a permanent roofing surface.

Section 1. **NOW THEREFORE, BE IT ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland that Chapter 125 "Housing Regulations" §125-8 "Maintenance of dwellings", be, and is hereby, repealed and reenacted with amendments to read as follows:

§125-8. Maintenance of dwellings.

No person shall occupy as owner-occupant or let to another for occupancy any dwelling or dwelling or rooming unit, for the purpose of living therein, which does not comply with the following requirements:

CAPS
 [Brackets]
 Asterisks * * *

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

A. Every foundation, floor, wall, ceiling and roof shall be reasonably weather tight and rodent proof, shall be capable of affording privacy and shall be kept in good repair.

ALL ROOFS SHALL BE COVERED WITH ROOFING SHINGLES, TILES, OR OTHER MATERIALS DESIGNED FOR USE AS A PERMANENT ROOFING SURFACE.

B. through I. * * * * *

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

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

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:

CITY OF COLLEGE PARK,

Janeen S. Miller, CMC, City Clerk

Andrew M. Fellows, Mayor

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

Suellen M. Ferguson, City Attorney

CAPS
[Brackets]
Asterisks * * *

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

13-G-88

Appointments to Boards and Committees

13-G-88

- (Wojahn) Reappoint Alan Bradford to the Ethics Commission
- (Stullich) Appoint Janet Evander as the District 3 representative to the Board of Election Supervisors

**WORKSESSION
DISCUSSION:
COLLEGE PARK
CITY-UNIVERSITY
PARTNERSHIP**

COLLEGE PARK CITY UNIVERSITY PARTNERESHIP

HIGHLIGHTS OF FY 2013 ACTIVITY & FY 2014 GOALS

Prepared for:

Mayor and Council
City of College Park

Prepared By:

Frank Brewer
Interim Executive Director
July 12, 2013

A. Creating a Vision to Guide the Development of University District

At the request of the University President and the Mayor and Council of the City of College Park, CPCUP created a draft vision for the University District to be achieved by the year 2020. This vision was subsequently approved by the City and University, and has guided CPCUP's development efforts in FY 2013. A summary of the approved Vision for 2020 follows:

“College Park is a diverse, engaged community comprised of residents and businesses, and the vibrant education, research, cultural and international resources of the University of Maryland. Residents are drawn to a range of housing options from single-family residences to high-density housing that thrives near livable, walk able commercial centers. Diverse businesses – from high tech startups to community retailers – are drawn to a demographic that provides educated workers and consumers. The University District offers its community a high quality of life including a safe and secure environment, access to world-class K-12 schools, and attractive commercial districts that serve families and students alike. The District enjoys excellent pedestrian and bicycle access, public transportation options, and efficient roads and parking. Finally, the University District exemplifies a leading “green” community, utilizing sustainable building practices, green technologies, and a strong commitment from the community to protect, preserve, and enhance natural resources.”

The City of College Park, Prince George's County, the University of Maryland and the State of Maryland seek to create and implement an integrated and comprehensive community development strategy for the University District around College Park, Maryland. The University District consists of the entire City of College Park and the University of Maryland campus and will engage neighboring communities. All stakeholders want College Park to be a great college town. This goal is evident when one reviews a variety of vision and research documents that have been generated over the last few years.

Based upon CPCUP discussion, discussion among various stakeholder workgroups and the advice of consultants with expertise in community development, it was determined that development efforts would revolve around five core areas:

- K-12 Education
- Public Safety
- Transportation
- Housing/development
- Sustainability

Each of the above areas has been the focus of independent discussion and effort. But it is recognized that in order to achieve the broad systematic changes envisioned for the University District, these five strategies must be viewed holistically. Each strategy addresses the overarching goals of attracting appropriate residents and businesses, creating a vibrant, attractive district, reducing commute times, and creating more pedestrian/biking/transit friendly environment. However in order to be transformative with mutually beneficial outcomes, the strategies must be synergistic and implemented simultaneously.

B. Activities Intended to Achieve the 2020 Vision

What follows describes the FY 2013 accomplishments and FY 2014 Goals of the CPCUP workgroups aligned with the above 5 core areas.

K-12 Education Task Force:

Though cognizant that all 5 of the above core strategies must be implemented simultaneously for optimum impact, the 2020 Vision Steering Committee and CPCUP Board, recognizing their resource limitations as well as the opportunities presented by the interests of local stakeholders such as PGCPs and UMD, determined that improving the quality and attractiveness of K-12 education in the University District would be our first priority.

FY 2013 Accomplishments:

1. Signed an agreement with PGBOE and obtained a 3 year charter to operate the College Park Academy.
2. Signed a 5 year agreement with Connections Education to provide an on line curriculum and related technical support to the Academy.
3. Created a school web site, accepted student applications, held parent information meetings, ran an admissions lottery and identified 300 student class of 2013/14.
4. Obtained a \$500,000 State grant and a \$100,000 Prince George's County grant for the school.
5. Signed a 2 year lease with the Archdiocese of Washington to use St. Mark's School on Adelphi Road as a temporary home.

Bottom Line: The College Park Academy will open on August 19, 2013!

FY 2014 Goals:

1. We seek to establish an exceptionally high quality before and after school enrichment program. We anticipate that this will require creating and managing partnerships with UMD and a number of community organizations.
2. We intend to identify a permanent home for the College Park Academy somewhere in the City of College Park. This involves not only finding the right site or sites, but determining how to fund and implement any changes that are needed to make it suitable for the school.

Public Safety:

Within the broad vision established by the Steering Committee, the public safety task force developed a public safety sub-vision for the University District in 2020. Additionally 12 strategies were identified by the Task Force to achieve this vision.

FY 2013 Accomplishments:

The University agreed to extend its Code of Student Conduct throughout the City of College Park effective July 1, 2013. This provides the community with another means of addressing the behaviors of those students who live in our community and who sponsor and/or engage in parties which exceed City noise ordinances.

Further, the University agreed to extend the concurrent jurisdiction of its police force to a number of new City neighborhoods: Lakeland, Crystal Springs, Calvert Hills, the Knox Box area and the area of relatively new high rise student apartment residences along the west side of Route 1, north of the University's Founder's Gate. The details of this are now being worked out with PGPD.

The 2020 Vision Steering Committee and CPCUP applaud University President Wallace Low for taking both these critical steps.

FY 2014 Goals:

1. Expand the number of security cameras in our community along with concomitant 24 hour surveillance.
2. Integrate all our sworn officers (including UMPD, PGPD, City Contract Officers), 911 dispatch personnel and the new cameras into an effective and efficient system.
3. Expand efforts to educate all community residents about how they may respond to inappropriate/illegal behaviors.
4. Explore the benefits of "safety ambassadors" to the safety of the University District and how they may be funded.

Transportation:

FY 2013 Accomplishments:

CPCUP coordinated efforts to get our team's priorities reflected in the governor and legislative transportation packages. The Legislature passed a transportation bill that adds two more cars to the MARC line, funded the next planning stage of the Purple Line and added \$20,000,000 to improve Route 1.

FY 2014 Goals:

Continue our team's focus on:

1. Implementing the Purple Line,
2. Rebuilding Route 1,
3. Further improving MARC service,
4. Expanding pedestrian and bike infrastructure,
5. Expanding and improving the quality of the bus service serving City and Route 1.

Housing and Development:

UMD engaged Mr. Omar Blaik to help it develop a housing and development strategy in the University District consistent with the 2020 Vision approved by the City and UMD.

Sustainability:

The City is on track to get the 150 points needed to make College Park a "green" City.

C. Work-Live Program:

This successful program will close out after we sell our last remaining house. We sold two properties (a condo at 9808 47th Place and a house at 5100 Lackawanna Street) in FY 2013 and we purchased one (a house at 9609 47th Place). The property purchased in FY 2013 for \$218,000 is now the last property we own, and will be renovated at an estimated cost of \$79,000 and sold this fiscal year at market which is estimated to be \$230,000. We do not anticipate purchasing additional properties for rehabilitation and resale.

D. Preliminary Financial Position Statement:

CPCUP's Net Assets are projected to improve by \$115,000 at the end of FY 2013 compared to FY 2012. This change results from an increase in funding in FY 2013 by both the City of College Park and UMD. Net Assets are projected to improve again in FY 2014 compared to FY 2013, though this will result solely from the activity of the Work Live College Park Program which is ending. See Attachment A for more information.

E. Preliminary Statement of Revenue and Expense:

The City of College Park and the UMD each provided CPCUP with \$180,000 in revenue in FY 2013. Further, both of these contributors earmarked \$80,000 of this amount to support the salary of the Executive Director of the College Park Academy (CPA). Additionally the Work Live College Park program generated \$193,549 in revenue from property sales in FY 2013.

FY 2013 CPCUP General Fund expenses included payroll, consulting and insurance in the projected amount of \$90,346; College Park Academy expenses included payroll, staff recruitment, planning, architecture and permits, consulting and a partial security deposit for St. Marks in the projected amount of \$284,703 and Work Live College Park expenses associated with purchasing, repairing and operating properties in the projected amount of \$249,309.

The College Park Academy is obligated to repay CPCUP a projected \$186,275 in FY 2014 to recover the FY 2013 start up costs paid by CPCUP on CPA's behalf. See Attachment B for more information.

F. Proposed FY 2014 Budget:

As occurred in FY 2013, the FY 2014 CPCUP budget projects \$360,000 in revenue (\$180,000 each) from the City of College Park and the UMD. Further it projects \$186,275 in revenue from CPA, which is a reimbursement of FY 2013 start up expense paid by CPCUP on CPA's behalf. Finally it projects an additional \$200,000 in revenue will be received by the Work Live College Park Program from the sale of property. FY 2014 General Fund expenses are projected at \$200,000, largely resulting from the expense associated with hiring a full time CPCUP Executive Director. College Park Academy expenses are projected at \$160,000 which covers the payroll expenses of the CPA Executive Director. Work Live College Park expenses are projected at \$61,553. See Attachment C for more information.

**College Park City University Partnership
Financial Position Statement**

	June 30, 2012	Projected June 30, 2013	Projected June 30, 2014
General and CPA Funds			
Cash	\$161,338	\$146,289	\$332,564
Account Receivable	0	\$186,275	0
Subtotal	\$161,338	\$332,564	\$332,564
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Work Live College Park	\$263,737	\$207,978	\$346,425
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Total Assets	\$425,075	\$540,542	\$678,989
Liabilities	0	0	0
Net Assets	\$425,075	\$540,542	\$678,989

**College Park City University Partnership
Statement of Revenue and Expense***

REVENUE:

	Actual 6/04/13	Projected 6/30/13	Projected FY 2014
General Fund Revenue:			
City of College Park	\$100,000	\$100,000	\$100,000
University of Maryland	\$100,000	\$100,000	\$100,000
CPA Expense Reimbursement **		\$186,275	
Subtotal	\$200,000	\$386,275	\$200,000
College Park Academy Revenue:			
City of College Park	\$ 80,000	\$ 80,000	\$ 80,000
University of Maryland	\$ 80,000	\$ 80,000	\$ 80,000
Subtotal	\$160,000	\$160,000	\$160,000
Total General Fund and CPA Revenues:	\$360,000	\$546,275	\$360,000
Work Live College Park Revenue:			
BB&T Local Account	\$ 65	\$ 65	
BB&T State Account (property sales)	\$193,484	\$193,484	\$200,000
Total of Work Live Revenue:	\$193,549	\$193,549	\$200,000
TOTAL REVENUES:	\$553,549	\$746,275	\$560,000

EXPENSES:

	Actual To Date	Projected 6/30/2013	Projected FY 2014
<u>General Fund:</u>			
Payroll and Reimbursables:	\$ 48,165	\$ 53,144	\$179,500
Bookkeeper			
Interim Executive Director through 9/30/13***			
Full Time Executive Director, starting 10/01/13			
Support Staff			
Consulting:			
Audit: Barbacane, Thornton & Company	13,137	15,000	15,000
Legal: Brennen, McKenna, Manzi,	1,435	1,435	1,500
2020 Vision: Omar Blaik	17,096	17,096	0
D & O Insurance: AON Association Services	1,331	1,331	1,500
Miscellaneous:	2,340	2,340	2,500
General Fund Subtotal	\$ 83,504	\$ 90,346	\$200,000
<u>College Park Academy:</u>			
Payroll and Reimbursables:	\$ 79,033	\$133,428	\$160,000
Interim Executive Director through 8/15/13***			
Full Time Executive Director, starting 5/01/13			
Consulting and Support Staff			
Recruitment of Ex D, Principal and Staff:	\$ 7,878	8,500	
Planning, A & E and Permits:	\$ 56,379	\$ 74,275	
Legal Support: Saul Ewing	15,929	24,000	
Fire and Other Liability Insurance – H U Dove	19,500	19,500	
Security Deposit for St. Marks (Archdiocese)	25,000	25,000	
College Park Academy Subtotal:	\$ 203,719	\$284,703	\$160,000

**College Park City University Partnership
FY 2014 Statement of Projected Revenue and Expense**

REVENUE:

	Projected FY 2014
General Fund Revenue:	
City of College Park	\$100,000
UMD	\$100,000
Subtotal	\$200,000
College Park Academy Revenue:	
City of College Park	\$ 80,000
University of Maryland	\$ 80,000
Subtotal	\$160,000
Total General Fund and CPA Revenues:	\$360,000

Work Live College Park Revenue:	
BB&T Local Account	
BB&T State Account (property sales)	\$200,000
Total of Work Live Revenue:	\$200,000

TOTAL REVENUES:	\$560,000
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EXPENSES:

	Projected FY 2014
<u>General Fund:</u>	
Payroll and Reimbursables:	\$179,500
Part Time Executive Director through 9/30/13	
Full Time Executive Director, starting 10/01/13	
Book Keeper and Support Staff	
Consulting:	
Audit:	15,000
Legal:	1,500
D & O Insurance:	1,500
Miscellaneous:	2,500
General Fund Subtotal	\$200,000
<u>College Park Academy:</u>	
Payroll and Reimbursables:	\$160,000
Full Time Executive Director	
College Park Academy Subtotal:	\$160,000
<u>Work-Live College Park:</u>	
BB&T Local (operating expense)	\$ 11,553
BB&T State (purchase property)	\$ 50,000
Work Live Subtotal:	\$ 61,553

**PROJECTED EXCESS GENERAL FUND
AND CPA REVENUE OVER EXPENSE:** \$ 0

**PROJECTED EXCESS WORK-LIVE
COLLEGE PARK
REVENUE OVER EXPENSE:** \$138,447
