



**OCTOBER 22, 2013
CITY OF COLLEGE PARK
COUNCIL CHAMBERS**

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

(There will be a Closed Session After the Meeting)

MEDITATION

PLEDGE OF ALLEGIANCE: Councilmember Catlin

ROLL CALL

MINUTES: Regular Meeting of October 8, 2013; Public Hearing on 13-CR-02 on October 8, 2013

ANNOUNCEMENTS

ACKNOWLEDGMENT OF DIGNITARIES

ACKNOWLEDGMENT OF NEWLY APPOINTED BOARD AND COMMITTEE MEMBERS

AWARDS

PROCLAMATIONS

AMENDMENTS TO THE AGENDA

CITY MANAGER'S REPORT: Joe Nagro

STUDENT LIAISON'S REPORT: Catherine McGrath

COMMENTS FROM THE AUDIENCE ON NON-AGENDA ITEMS

PRESENTATIONS

CONSENT AGENDA

13-G-110 Approval of Field Use Application by Open Bible Deaf Church for Duvall Field for Saturday, October 26

13-G-111 Motion to voice no objection to the transfer of a Class B, Beer, Wine and Liquor License for the use of College Park Concession Company, Inc. t/a Prince George's Concession, Inc. at 9021 Baltimore Avenue (AMF College Park Lanes) subject to the applicant entering into a Property Use Agreement with the City in

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

substantially the form as attached, authorization for the City Manager to sign the PUA, and for staff to testify at the BOLC hearing.

- 13-G-112 Motion to voice no objection to the application for a new Class B, BLX, Beer, Wine and Liquor License for the use of Kangnam BBQ, LLC t/a Kangnam BBQ at 8503 Baltimore Avenue (former Seven Seas location) subject to the applicant entering into a Property Use Agreement with the City in substantially the form as attached, authorization for the City Manager to sign the PUA, and for staff to testify at the BOLC hearing.
- 13-G-113 Approval of an application for CDBG PY 40 funding in the amount of \$176,000 for street resurfacing and sidewalk reconstruction in the Old Town neighborhood and authorization for the Mayor to execute all necessary documents.
- 13-G-117 Approval of a Letter to the Maryland Secretary of Transportation with the City's comments on the draft Consolidated Transportation Program (CTP) for 2014-2019.

ACTION ITEMS

- 13-G-116 Application by The Jerk Pit, 9078 Baltimore Avenue, to the Board of License Commissioners for an Entertainment License and to the County for a Dance License, and amendments to their Property Use Agreement with the City necessitated by those applications. Motion by: Afzali
To:
Second:
Aye: ___ Nay: ___
Other: _____
- 13-R-13. Amended Adoption of 13-R-13. Amended, An Amended Resolution of the Mayor and Council of the City of College Park to Authorize the City to Join the State Retirement and Pension System of Maryland. Motion by: Stullich
To: Adopt
Second:
Aye: ___ Nay: ___
Other: _____
- 13-R-23 Adoption of 13-R-23, A Resolution of the Mayor and Council of the City of College Park to Authorize the City to Pick-Up Mandatory Contributions of Employees Participating in the State Retirement and Pension System of Maryland. Motion by: Stullich
To: Adopt
Second:
Aye: ___ Nay: ___
Other: _____
- 13-G-118 Letter to National Capital Region transportation Planning Board with comments on the Regional Transportation Priorities Plan (RTTP) Motion by: Wojahn
To:
Second:
Aye: ___ Nay: ___
Other: _____
- 13-G-114 Approval, With Conditions, of Detailed Site Plan 13025 for Knox Village, including a Declaration of Covenants, Agreement to Close Roszburg Drive at Appropriate Time, Support of Vacation Petition, Approval of Access Easement – Toll Brothers Inc., Knox Box Realty LLC, Knox Village Partners LLC and AO Enterprises LLC. Motion by: Day
To: Approve
Second:
Aye: ___ Nay: ___
Other: _____
- 13-G-119 Appointments to Boards and Committees Motion by:
To:
Second:
Aye: ___ Nay: ___
Other: _____

COUNCIL COMMENTS

COMMENTS FROM THE AUDIENCE

ADJOURN

CLOSED SESSION

There will be a Closed Session following the conclusion of the Regular Meeting
to Consult with Counsel on a Legal Matter

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
Public Hearing of the College Park City Council
Tuesday, October 8, 2013
7:15 p.m. – 7:28 p.m.

13-CR-02

A Charter Resolution Of The Mayor And Council Of The City Of College Park, Maryland, Amending Article III “Mayor And Council”, §C3-4, “Compensation” Of The City Charter To Increase The Mayor’s Annual Salary To \$10,500.00 And Each Council Members’ Annual Salary To \$7,000.00, Effective January 1, 2014.

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

ABSENT: Councilmember Dennis

ALSO PRESENT: Steve Groh, Acting City Manager; Janeen Miller, City Clerk; Suellen Ferguson, City Attorney; Bob Stumpff, Director of Public Works.

Mayor Fellows opened the public hearing on Ordinance 13-CR-02 at 7:15 and invited public comment.

Mary Cook, 4705 Kiernan Road: She is opposed to the amount of this increase. She knows how much work they do and believes a 10% increase is reasonable. She thinks that in the future, council salary increases should be put to referendum.

Margaret Kane, 9520 48th Avenue: She is in support of this salary increase. There is very little competition at election time – maybe this would encourage people to run. Based on the hours they work and compared to comparable jurisdictions, this council is at the bottom of the pay scale. It is time to bring the salary up to a competitive level.

Tim Miller, 5119 Niagara Place: He objects to increased property taxes, 40% pay increases, and allowing employees to join the underfunded state pension system at a cost of \$1.5 million. No one in College Park has ever received a 40% pay increase – why should council be allowed to vote themselves this increase. The council is leading the city straight into bankruptcy.

Douglas Schontz: He is in favor of this resolution. The amount of engagement he receives from his Councilmembers here far surpasses what he has experienced in the other places he’s lived. The City is on good fiscal footing and is well managed. Please use this increase wisely and take steps to empower us as a community.

Jane Hopkins, 9209 48th Avenue: As the daughter of a former Mayor and Councilmember, she knows how many hours are involved in this job. Raising the salaries as proposed is not nearly enough for the time they put into the job. You are still not making nearly enough. Being a City with a University just adds more challenges.

There being no further comment, Mayor Fellows closed the public hearing at 7:28 p.m.

Janeen S. Miller, CMC

Date Approved

MINUTES
Regular Meeting of the College Park City Council
Tuesday, October 8, 2013
7:30 p.m. – 8:20 p.m.

PRESENT: Mayor Andrew Fellows; Councilmembers Kabir, Wojahn, Catlin, Stullich, Day, Afzali and Mitchell.

ABSENT: Councilmember Dennis.

ALSO PRESENT: Steve Groh, Acting City Manager; Janeen Miller, City Clerk; Suellen Ferguson, City Attorney; Robert Stumpff, Director of Public Works; Catherine McGrath, Student Liaison.

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

Minutes: A motion was made by Councilmember Stullich and seconded by Councilmember Day to approve the minutes of the Regular Meeting on September 24, 2013. The motion passed 7 – 0 – 0.

Announcements: Councilmember Catlin announced that the Berwyn District Civic Association would hold their monthly meeting on Thursday, October 17, at 8:00 p.m. at Fealy Hall.

Councilmember Wojahn said that the “Keep Me Maryland” 5K Fundraiser raised between \$10,000 – \$12,000 to help keep students in school. He also announced that College Park Day will be held on Saturday, October 19 from 11 a.m. – 3 p.m. at the Wells Ice Rink parking lot.

Councilmember Kabir said the North College Park Civic Association would hold their monthly meeting on Thursday at 7:30 p.m. at Davis Hall.

City Manager’s Report: Acting City Manager Steve Groh reported that the Public Works yard will be open this Saturday for the final clean-up of the fall. The leaf collection schedule has been released and will be posted on the website. He called attention to the items in the red folders.

Student Liaison’s Report: Catherine McGrath also discussed the “Keep Me Maryland” 5K. The on-campus tailgate of October 8 is a “go” and will begin at noon. In order to go to the tailgate you have to have a ticket to the game. The safety walk is Thursday, October 10. Meet at the Union and take a bus to one of the three safety walk routes.

Comments from the Audience on Non-Agenda Items:

Mary Cook, 4705 Kiernan Road: She discussed the neighborhood noise caused by the “Cops on Tops of Donut Shops” that was held at Dunkin Donuts on a recent Saturday. University of Maryland police were on top of the store raising money for Special Olympics. She applauds the cause but objects to the noise caused by the megaphone. She also applauded Councilmembers Wojahn and Kabir for creating the north College Park Farmers Market.

Carl Patterson, College Park Housing Authority Commissioner, Attick Towers: Mr. Patterson thanked the City for their support of the College Park Seniors programs.

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

- 13-R-22** Resolution of the Mayor and Council of the City of College Park, Maryland Adopting the Recommendation of the Advisory Planning Commission Regarding Request for Certification of Non-Conforming Use CNU-2013-02 for College Park Enterprises, LLC, 4802 Calvert Road, College Park, Maryland, Recommending Approval of the Request for Certification of Non-Conforming Use.
- 13-G-107** Approval of recipient for 2013 Jack Perry Award.

The motion passed 7 – 0 – 0.

ACTION ITEMS

- 13-CR-02** Adoption of 13-CR-02, A Charter Resolution Of The Mayor And Council Of The City Of College Park, Maryland, Amending Article III “Mayor And Council”, §C3-4, “Compensation” Of The City Charter To Increase The Mayor’s Annual Salary To \$10,500.00 And Each Council Members’ Annual Salary To \$7,000.00, Effective January 1, 2014.

A motion was made by Councilmember Catlin and seconded by Councilmember Wojahn to adopt 13-CR-02, A Charter Resolution Of The Mayor And Council Of The City Of College Park, Maryland, Amending Article III “Mayor And Council”, §C3-4, “Compensation” Of The City Charter To Increase The Mayor’s Annual Salary To \$10,500.00 And Each Council Members’ Annual Salary To \$7,000.00, Effective January 1, 2014.

Mayor Fellows stated that because of the earlier Public Hearing, no public comment will be taken at this time.

Councilmember Catlin said Mayor and Council compensation hasn’t been increased in six years, and that in the past the City has made only small cost-of-living-type increases. He won’t be on Council next year to take advantage of any increase but he believes this is appropriate.

A motion was made by Councilmember Kabir and seconded by Councilmember Mitchell to amend the salaries in the Charter Amendment by proposing a 10% increase, so compensation for Council would increase to \$5,500 and the Mayor’s to \$8,250.

Councilmember Kabir appreciates the hard work that Council puts into this; it is like a second job. But he feels a 40% hike is too much, especially in a year when we raised our residents’ tax. It doesn’t feel right to raise taxes and ask to be paid more in the same year. Anyone on Council should do the job to serve the community, not to make money. A 10% increase is above the COL and the CPI. This is taxpayer money.

Comments on the Amendment:

Mary Cook, 4705 Kiernan Road: She supports the amendment. This is not the time for a 40% increase.

Douglas Schontz, 4707 Fordham Road: No one is ever going to support an increase in taxes, just like it will never feel like a good time to increase salaries. It has been six years since the last increase and this is a needed correction. He opposes the amendment.

Councilmember Catlin is opposed to the amendment. We need to find ways to encourage people to run for office and to stay on Council. He has been on Council for 16 years, but overall the longevity numbers have plummeted. The job takes more time now than it used to because of e-mails and social media. Many other cities do not have the same complex issues to deal with that we do: the University, US 1, Purple Line and re-zoning – these things take a lot of time.

Councilmember Wojahn has heard compelling arguments on both sides but is opposed to the amendment. He works at least 20 hours each week as a councilmember, so his salary is less than minimum wage. If we don't increase the salary we are closing the door to people who may want to run for office. Contested council seats create a vibrant democracy.

Councilmember Afzali opposes the amendment. He won't be on Council next year so he won't benefit from the increase, but he strongly supports the original proposal. Many times we have to beg people to run for Council which is unhealthy for democracy.

Councilmember Stullich agreed that no one runs for City Council for the money and said it is not always easy to find people to run for Council. It is a challenge to fit the responsibilities required of a Councilmember with other responsibilities. College Park's salaries are historically low compared to other municipalities. The impact of this increase on the City budget is going to be very small.

Councilmember Kabir discussed the budgets and Council compensation in other municipalities. He said we should be spending what we have, not just what we want.

Councilmember Mitchell supports this amendment because of her fiduciary responsibility. The placeholder in the budget was for a 10% increase, and that is all we should consider now.

Councilmember Stullich said this is a fiscally conservative City with one of the lowest municipal tax rates in the County. Councilmembers work very hard for their community. Most of her constituents support this increase.

Councilmember Day will not support the amendment because of the amount of time and effort that council puts into this job.

Roll Call vote on the motion to amend the Charter Amendment:

Yes: Kabir, Mitchell

No: Wojahn, Catlin, Stullich, Day, Afzali

The motion to amend the Charter Amendment fails 2 – 5- 0.

Roll Call vote on the Charter Amendment, as introduced:

Yes: Wojahn, Catlin, Stullich, Day, Afzali

No: Kabir, Mitchell

The vote on the main motion for the Charter Amendment passes 5 – 2 – 0.

13-R-20. Adoption of 13-R-20.Amended, An Amendment To The Resolution Of The Amended Mayor And Council Of The City Of College Park, Maryland, Establishing The Neighborhood Stabilization Committee

A motion was made by Councilmember Afzali and seconded by Councilmember Wojahn to adopt 13-R-20 Amended to adopt amendments to the resolution that was adopted at the last meeting to add one City resident and one member of the Graduate Student Government.

Comments from the Audience:

Matthew Popkin, 6901 Preinkert Drive: He supports the amendment and the creation of the committee. This amendment will include all stakeholders in the ongoing discussions.

The motion passed 7 – 0 – 0.

COUNCIL COMMENTS:

Councilmember Catlin said the Governor is scheduled to visit the College Park Academy on Monday, October 21 at 9:30 a.m.

Councilmember Kabir asked if the College Park Community Foundation could be added to the list of groups that is approved to use City facilities free of charge. The Council concurred.

ADJOURN: A motion was made by Councilmember Afzali and seconded by Councilmember Mitchell to enter into a closed session to consult with counsel on a legal matter. The council will not return to open session. With a vote of 7 – 0 – 0, Mayor Fellows adjourned the regular meeting at 8:20 p.m.

Janeen S. Miller, CMC
City Clerk

Date
Approved

Pursuant to §C6-3 of the College Park City Charter, at 8:20 p.m., in the Council Chambers of City Hall, a motion was made by Councilmember Afzali and seconded by Councilmember Mitchell to enter into an Executive Session for the following reasons:

G: To Consult with Counsel on a Legal Matter

The motion passed 7 – 0 – 0 and after a brief recess the Closed Session convened at 8:30 p.m.

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

Absent: Councilmember Dennis.

Also Present: Steve Groh, Acting City Manager; Janeen Miller, City Clerk; Suellen Ferguson, City Attorney; Catherine McGrath, Student Liaison; Jimmy Marcos and Tommy Marcos.

Topics Discussed: The City Attorney advised the City Council about the outcome of an appeal before the District Council and about legal and financial issues related to an existing lease agreement.

Actions Taken: None.

Adjourn: A motion was made by Councilmember Afzali and seconded by Councilmember Wojahn to adjourn the Executive Session, and with a vote of 7 – 0 – 0, Mayor Fellows adjourned the Executive Session at 9:55 p.m.

13-G-110

Search Here



Field Use Reservation Application

Complete both pages and Submit to: publicservices@collegeparkmd.gov

Select One: Calvert Hills Playground (Youth field – groups must be 13 and under) Duvall Field

Date of Application: September 23, 2013

Name of Organization: Open Bible Deaf Church

Is this Organization: City-Based Youth Yes No City Headquartered Yes No

Contact Name(s): Henry Tsai and Ora McLellan

Mailing Address: 4804 Cherokee Street, College Park, MD 20740

Email Address: Eagle744@verizon.net

Day Phone: 410-774-5044 Evening Phone: Same Cell Phone: 410-777-6758 TFX ONLY

Description of Activity/Event: Yard Sale

Sports Baseball Football Lacrosse Softball T-ball

Expected Number of Participants: 4 or more Age Range: Adults

Additional Requirements: Toilets Lights Concession Stand

Date(s) Requested: Saturday, October 26, 2013

See Facilities Rules and Regulations for acceptable times and age group

Day(s) of Week Requested: Sun. Mon. Tues. Wed. Thurs. Fri. Sat.

Time(s) Requested: 8:00 AM a.m. p.m. UNTIL 2:00 PM a.m. or p.m.

Are you collecting a fee? Yes No If yes, Purpose: Missionary Support

I hereby confirm that I have received and read the City Recreation Facilities Rules and Regulations.

Organization's Proof of Adequate Minimum Liability Insurance as required under Section IV, Item 5 is attached hereto

In addition, applicant/organization agrees to indemnify and hold harmless the City from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the City or which the City must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from his/her negligent performance of or failure to perform any of his/her obligations under the terms of this application/permit.

Recommendations and Notifications

Recreation Board Approve Fee Waived Approve with Fee of \$ _____ Denied

Comments: *say for Wade Dillis*

Pub. Svcs Director Yes No *OK per 10/04/2013 Rec Bd Mtg (Eus)*

Comments: _____

City Manager Concur Yes No _____

Comments: _____

Mayor and Council Concur Yes No _____

Comments: _____



Search Here

Waiver of Fees – the Council may vote to waive user fees, in whole or in part, upon recommendation of the Recreation Board. When considering whether to recommend or grant a full or partial waiver of user fees.

Please describe how your organization meets any of the following criteria:

a. The level of use that is involved with the activity, including wear and tear on the facility;

We will be using part of land near the playground, next to car parking curb.

b. The level of involvement by College Park residents in the activity;

Henry Tsai who is College Park resident will either be selling his stuff or visiting.

c. The community benefit that may result from the activity, for example, recreational opportunities for youth or seniors;

Buyers will be very content with their bargain purchases. Sellers with some cash income, riddance of their

Stuff, and fellowship with people.

d. Volunteer services that the user provides to the City or its residents;

Sellers will clean up the area before they leave.

e. Assistance to be provided by the user for maintenance of the recreational facility; and

(same as #d above)

f. Whether user activities promote the interests of the College Park community.

(same as #d above)

13-G-111

PROPERTY USE AGREEMENT

THIS PROPERTY USE AGREEMENT (the "Agreement") is made as of the _____ day of _____, 2013, by and between Prince George's Concession, Inc., t/a College Park Concession Company, Inc., Norman L. Hawkins, President/Treasurer, and Shirley Pierpont, Vice President/Secretary (collectively "Licensee"); and the CITY OF COLLEGE PARK, a Maryland municipal corporation (the "City").

WITNESSETH

WHEREAS, College Park Concession, Inc., is the owner of the property located at 9021 Baltimore Blvd, College Park, Maryland 20740 (the "Property"); and

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

WHEREAS, Licensee has applied to the Board of Liquor License Commissioners of Prince George's County ("Board"), for the transfer of a Class B, Beer, Wine and Liquor License ("License") for the Property, which is operated as a bowling center with restaurant and snack bar ("bowling center"); and

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

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

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

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

2. Restrictions. Except with the express written consent of the City, which consent may be withheld in the City's sole and absolute discretion, during the period that Licensee is using or has any interest in the Property, and is using the License, the use of the Property shall be restricted to the operation of a bowling center or another substantially similar operation, which receives not more than 60 percent (60%) of its average daily receipts over any three consecutive monthly periods from the sale of alcoholic beverages, and which complies strictly with the restrictions and requirements of the State of Maryland/Prince George's County Class B License. The calculation of the percentage of alcoholic beverages sold shall include the full cost of any such beverage, and not just the alcohol contained in the beverage. Licensee will provide the City, by January 25 of each year, with summaries of each month's receipts for the sales of alcoholic beverages and food for the preceding calendar year, and, at any time, such information in such form as the City may reasonably require to permit the verification of sales required in this paragraph 2 of this Agreement. Such information need not be prepared by an accountant or auditor, but must be accompanied by a general affidavit signed by the Licensee affirming the accuracy of the information provided. Licensee may be required by the City to provide information to permit

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

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

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

5. Operations. Licensee shall maintain and operate the bowling center in a manner that all seats are available for dining, no area is designated solely for the consumption of alcoholic beverages, and no sales of alcoholic beverages for off-sale consumption shall be allowed. Alcoholic beverages shall not be sold or served prior to 11:00 a.m., or after 2:00 a.m. or until closing, whichever is earlier. During any happy hour and like events food shall always be available. Food from a regular menu must be served at all times that the premises are open for business. At all times, at least 80% of the items listed on the regular menu shall be available for customers to order. The proposed menu provided by Licensee is attached as Exhibit A. Licensee shall ensure music levels that allow patron conversation in a normal tone of voice, and prohibit

disruptive or rowdy behavior that disturbs the peaceful enjoyment of the facility by Licensee's patrons and other persons visiting the facility.

Cover and door charges will not be charged by Licensee and Licensee does not intend to provide entertainment. No live music is allowed in the Restaurant without the express consent of the Board in advance of the proposed live music. In the event that Licensee seeks to charge a cover or door charge or to provide entertainment, Licensee will obtain all required licenses and request a modification of this Agreement with the City. Alcoholic beverages shall be served only to diners sitting at tables, tables at bowling lanes or counters inside the facility, and patrons standing waiting for a table or bowling lane. The parties recognize that, during private parties, not all patrons may be seated, but that food will be served. The minimum price for alcoholic beverages, including 16 oz. beers, shall be \$2.00. Licensee may sell beer in pitchers provided the pitchers of beer are not sold for less than \$11.00 per pitcher and are sold in pitchers for convenience and accommodation. Licensee will maintain all dining areas, including tables and chairs, inside the facility. Licensee shall ensure that the interior of the restaurant, including service areas, remain clean and graffiti free. The interior and exterior of the Property shall be rodent free. Licensee shall not allow grease, dirt, trash or graffiti to accumulate on any portion of the exterior of the Property that Licensee controls. Licensee agrees to fully comply with all applicable laws, including without limitation Subtitle 12, "Health", of the Prince George's County Code, and the Code of the City of College Park. Licensee shall not engage in window advertising of the sale of beer, wine, or liquor nor off-premises leafleting of cars or on public right of way

promoting the sale of beer, wine or liquor. Licensee will not accept State of Maryland vertical type licenses as proof of age.

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

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

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

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

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

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

11. Security. Pursuant to Article 2B, §6-201(r)(19), Licensee is not required to obtain a License for special entertainment, but is required to obtain an exemption. While the law does not require that an establishment have a security plan in order to obtain an exemption, the Licensee employs the Security Plan as set forth by its parent company. Licensee agrees that it shall abide by said security plan as it may from time to time be amended. Any such Security Plan for the Licensee is subject to review and revision annually or upon request by Prince George's County Police, the University of Maryland Police or the City of College Park.

a. Licensee shall operate and maintain no less than fourteen (14) security/surveillance cameras installed and in operation inside and outside the Property. In addition, all security cameras shall record the events at the Property 24 hours per day, 7 days per week.

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

c. All serving, bar, and management employees will be TIPS trained within two weeks of hire.

d. All serving, bar, security and management employees will be 21 years or older.

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

(i) If to Licensee:
Portia Bagby, Licensing Department
AMF Bowling Centers, Inc.
7313 Bell Creek Road
Mechanicsville, VA 23111

with copy to:

Linda C. Carter, Esq.
Meyers, Rodbell and Rosenbaum, P.A.
6905 Kenilworth Avenue
Riverdale, MD 20737

(ii) If to the City:

Joseph L. Nagro
City Manager
City of College Park

4500 Knox Road
College Park, Maryland 20740

with copy to:

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

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

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

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

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

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

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

WITNESS/ATTEST

PRINCE GEORGE'S CONCESSION, INC.,
T/A COLLEGE PARK CONCESSION
COMPANY

By: _____
Linda C. Carter, Esq., Attorney for PRINCE
GEORGE'S CONCESSION, INC.,

Norman L. Hawkins, President/Treasurer

Shirley Pierpont,
Vice President/Secretary

WITNESS/ATTEST

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Joseph L. Nagro, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Suellen M. Ferguson, City Attorney

13-G-112

PROPERTY USE AGREEMENT

THIS PROPERTY USE AGREEMENT (the "Agreement") is made as of the _____ day of _____, 2013, by and between KANGNAM BBQ, LLC, t/a KANGNAM BBQ, and SEONGMUK SIM, Managing Member, (collectively "Licensee"); and the CITY OF COLLEGE PARK, a Maryland municipal corporation (the "City").

WITNESSETH

WHEREAS, Modern International Enterprises, Inc., is the owner of the real property located at 8503 Baltimore Avenue, College Park, Maryland 20740 (the "Property"); and

WHEREAS, Kangnam BBQ, LLC is a tenant at the Property

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

WHEREAS, Licensee has applied to the Board of Liquor License Commissioners of Prince George's County, for a Class B, BLX, Beer, Wine and Liquor License ("License") for the Property, which will be operated as Kangnam BBQ;

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

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

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

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

2. Restrictions. Except with the express written consent of the City, which consent may be withheld in the City's sole and absolute discretion, during the period that Licensee is using or has any interest in the Property, and is using the License, the use of the Property shall be restricted to the operation of Kangnam BBQ ("Restaurant") or another substantially similar casual dining restaurant, which receives not more than thirty percent (30%) of its average daily receipts over any three consecutive monthly periods from the sale of alcoholic beverages, and which complies strictly with the restrictions and requirements of the State of Maryland/Prince George's County Class B License. The calculation of the percentage of alcoholic beverages sold shall include the full cost of any such beverage, and not just the alcohol contained in the beverage. Licensee will provide the City, by January 25 of each year, with summaries of each month's receipts for the sales of alcoholic beverages and food for the preceding calendar year, and, at any time, such information in such form as the City may reasonably require to permit the verification of sales required in this paragraph 2 of this Agreement. Such information need not be prepared by an accountant or auditor, but must be accompanied by a general affidavit signed by the Licensees affirming the accuracy of the information provided. Licensees may be required by the City to provide

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

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

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

5. Operations. Licensee shall maintain and operate the Restaurant in a manner that all seats are available for dining, no area is designated solely for the consumption of alcoholic beverages, and no sales of alcoholic beverages for off-sale consumption shall be allowed, except for partially consumed bottles of wine purchased at the Restaurant and allowed off premises pursuant to Maryland law. Alcoholic beverages shall not be sold or served prior to 10:00 a.m., or after 1:00 a.m. or until closing, whichever is earlier. Happy hour and like events shall be limited to 2:00 p.m. to 7:00 p.m. Food from a regular menu must be served at all times that the premises are open for business. At all times, at least 80% of the items listed on the regular menu shall

be available for customers to order. The proposed menu provided by Licensee is attached as Exhibit A. Licensee shall ensure music levels that allow patron conversation in a normal tone of voice, and prohibit disruptive or rowdy behavior that disturbs the peaceful enjoyment of the facility by Licensee's patrons and other persons visiting the facility.

Cover and door charges will not be charged by Licensee and Licensee does not intend to provide entertainment. No live music is allowed in the Restaurant. In the event that Licensee seeks to charge a cover or door charge or to provide entertainment, Licensee will obtain all required licenses and request a modification of this Agreement with the City. Alcoholic beverages shall be served only to diners sitting at tables or counters inside the restaurant facility, and patrons standing waiting for a table. The parties recognize that, during private parties, not all patrons may be seated, but that food will be served. The minimum price for alcoholic beverages, including 16 oz. beers, shall be \$2.00. Licensee may sell beer in pitchers provided the pitchers of beer are not sold for less than \$10.00 per pitcher and are sold in pitchers for convenience and accommodation. Licensee will maintain all dining areas, including tables and chairs, inside the facility. Licensee shall ensure that the interior of the restaurant, including service areas, remain clean and graffiti free. The interior and exterior of the Property shall be rodent free. Licensee shall not allow grease, dirt, trash or graffiti to accumulate on any portion of the exterior of the Property that Licensee controls. Licensee agrees to fully comply with all applicable laws, including without limitation Subtitle 12, "Health", of the Prince George's County Code, and the Code of the City of College Park. Licensee shall not engage in window advertising of the sale of beer, wine, or liquor nor off-

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

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

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

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

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

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

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

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

11. Security. Pursuant to Article 2B, §6-201(r)(19), Licensee is not required to obtain a License for special entertainment or to obtain an exemption. Should Licensee desire to obtain either a License for special entertainment or seek to obtain an exemption, Licensee agrees that it shall first present to the City its plans for

entertainment as well as for any required security. For any activities authorized by such a license or exemption, the Licensee shall have and maintain a Security Plan to prevent the Property and any such activities from posing a threat to the peace and safety of the surrounding area. The Security Plan shall, at minimum, comply with the requirements of the Board of License Commissioners. Any required Security Plan for the Licensee is subject to review and revision annually or upon request by Prince George's County Police, the University of Maryland Police or the City of College Park.

a. Licensee shall operate and maintain no less than thirty two (32) security/surveillance cameras installed and in operation inside and outside the Property. In addition, all security cameras shall record the events at the Property 24 hours per day, 7 days per week.

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

c. All serving, bar, and management employees will be TIPS trained within two weeks of hire.

d. All serving, bar, security and management employees will be 21 years or older.

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

(i) If to Licensee:
Seongmuk Sim
18901 Old Baltimore Road
Brookville, MD 20833

with copy to:

Linda C. Carter, Esq.
Meyers, Rodbell and Rosenbaum, P.A.
6905 Kenilworth Avenue
Riverdale, MD 20737

(ii)

If to the City:

Joseph L. Nagro
City Manager
City of College Park
4500 Knox Road
College Park, Maryland 20740

with copy to:

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

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

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

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

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

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

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

WITNESS/ATTEST

KANGNAM BBQ, LLC,
t/a KANGNAM BBQ,

Seongmuk Sim, Managing Member

WITNESS/ATTEST

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Joseph L. Nagro, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Suellen M. Ferguson, City Attorney

13-G-113

No Back-up Material

13-G-117



City of College Park
240-487-3501
Facsimile: 301-699-8029

---●---

Office of the Mayor
and City Council
4500 Knox Road
College Park, MD 20740

---●---

Mayor

Andrew M. Fellows
5807 Bryn Mawr Road
301-441-8141

---●---

Council Members

District 1
Fazlul Kabir
9817 53rd Avenue
301-659-6295

Patrick L. Wojahn
5015 Lackawanna Street
240-988-7763

District 2
Robert T. Catlin
8604 49th Avenue
301-345-0742

Monroe S. Dennis
8117 51st Avenue
301-474-6270

District 3
Robert W. Day
7410 Baylor Avenue
301-741-1962

Stephanie Stullich
7400 Dartmouth Avenue
301-742-4442

District 4
Marcus Afzali
9238 Limestone Place
240-391-8241

Denise C. Mitchell
3501 Marlborough Way
240-475-7196

October 22, 2013

James T. Smith, Jr.
Secretary, Maryland Department of Transportation (MDOT)
7201 Corporate Center Drive, POB 548
Hanover, Maryland 21076

Re: Draft Consolidated Transportation Program 2014-2019

Dear Secretary Smith:

The College Park City Council reviewed the FY 2014-2019 Draft Consolidated Transportation Program (CTP) and acknowledges the priorities and economic challenges outlined in the document. The City congratulates you on the passage of the Transportation Infrastructure Investment Act of 2013 and is pleased to note that projects important to College Park such as the reconstruction of US1, engineering for a full interchange at the Greenbelt Metro Station and the bikeways network program will benefit from funding under the Act. As a sustainable community designated by the Governor, The City of College Park appreciates the funding allocated to these projects and welcomes the opportunity to work with MDOT to achieve our shared goals.

The City Council offers the following specific comments on the Draft CTP:

US 1, Baltimore Avenue Reconstruction

Engineering for the first phase of this project is underway and the City has entered into a Letter of Agreement with the State Highway Administration (SHA) to pay for a feasibility study for the undergrounding of overhead utilities in conjunction with the project. The City is awaiting the results of the study and is hopeful that placing the utilities underground will be incorporated into the final design of the project. Both the City and the University of Maryland have long advocated for this approach and are working to identify cost-sharing options. It is important to keep this long-delayed project on schedule and to ensure that funds are available to move it from the engineering and right-of-way acquisition phases to construction.

Purple Line

The City continues to support funding for this project and has provided comments to the Maryland Transit Administration based on a review of the Final Environmental Impact Statement.

SHA Sidewalk Retrofit Program

In response to a City request, the SHA initiated a feasibility study in FY 2013 for sidewalk and pedestrian safety improvements along the section of US 1 from MD 193 to I-495. Based on a preliminary presentation to the City Council, possible funding under the Sidewalk Retrofit Program was identified. While \$10 million is allocated to this program in the CTP, there did not appear to be funding allocated to the College Park project. An update on the status of this project would be appreciated.

Thank you for the opportunity to provide input on the 2104-2019 CTP.

Sincerely,

Andrew M. Fellows
Mayor

cc: State Senator James Rosapepe and 21st District Delegates
Prince George's County Councilmember Eric Olson
Prince George's County Councilmember Mary Lehman
UMD Vice President for Administrative Affairs Carlo Colella
Victor Weissberg, Prince George's County Department of Public Works and Transportation

13-G-116

Material will be in your red folder.

13-R-13

AMENDED

MOTION:

I move to adopt Resolution 13-R-13.Amended 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, subject to a favorable vote of at least 60% of eligible employees; and to purchase 60% of past creditable and eligibility service for prior service with the City.

ADDITIONAL COMMENTS:

On July 16, 2013, the Mayor and Council adopted Resolution 13-R-13, authorizing the City to join the Reformed Contributory Pension Benefit Plan of the State Retirement and Pension System of Maryland on July 1, 2014, subject to the favorable vote of at least 60% of eligible employees. The State Retirement Plan ("SRP") has requested an amendment to the Resolution. The reason for their request is that the \$1,463,914 amount referenced in the original Resolution is a preliminary actuarial valuation, which won't be finalized until October, 2014. While SRP senior officials have indicated that they expect the final figure to be comparable to our current estimate, they have asked that we follow standard practice and not reference the cost for purchase of prior service in the enabling resolution.

In addition, SRP requires that both eligibility service and creditable service must be funded at the same percentage. The original Resolution authorized different percentages for eligibility and creditable service. At our request, the SRP recalculated the actuarial data and informed us that we could purchase 60% of past service, both eligibility and creditable, for approximately \$1,268,749. The 60% past service credit is reflected herein.

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

WHEREAS, this Resolution amends and replaces in its entirety Resolution 13-R-13.

WHEREAS, pursuant to Article 23A, §2(b)(21) of the Annotated Code of Maryland, as amended, the Mayor and 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 and 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 sixty percent (60%) of eligibility service and sixty percent (60%) of creditable service for prior service with 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 sixty percent (60%) of eligibility service and sixty percent (60%) of creditable service for prior service 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 sixty percent (60%) of eligibility service and sixty percent (60%) of creditable service for prior 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 percent (7%) 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 sixty percent (60%) of employees eligible to participate voting in favor of joining the Plan through a ballot process; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of College Park that, subject to the favorable vote of at least sixty percent (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 the City Manager is authorized to sign those documents necessary to effectuate this Resolution; and it is further

RESOLVED, that the City Council authorizes the purchase of sixty percent (60%) of eligibility service and sixty percent (60%) of creditable service for prior service with 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 sixty percent (60%) of eligibility service and sixty percent (60%) of creditable service for prior service with the City, subject to the State Retirement and Pension System of Maryland's mandatory seven percent (7%) payroll deduction contribution if the eligible employee elects to join the Plan 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 sixty percent (60%) of eligibility service and sixty percent (60%) of creditable service for prior 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 at a regular meeting on the _____ day of _____, 2013.

EFFECTIVE the _____ day of _____, 2013

WITNESS:

CITY OF COLLEGE PARK

Janeen S. Miller, City Clerk

Andrew M. Fellows, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

Suellen M. Ferguson, City Attorney

13-R-23

MOTION:

I move to adopt Resolution 13-R-23 to authorize the City of College Park to “pick up” mandatory contributions of employees participating in the State Retirement and Pension System of Maryland.

ADDITIONAL COMMENTS:

Once the City joins the State Retirement and Pension System of Maryland on July 1, 2014, all participating employees will be required to contribute seven percent of their base pay on a bi-weekly basis. This resolution allows those contributions to be deducted on a pre-tax basis, thereby reducing the taxable income for participating employees. The State Retirement and Pension System refers to these pre-tax mandatory contributions as “picked-up” contributions. Other than the nomenclature, these are really no different from what the City already does for our other pre-tax benefits under section 125 of the Internal Revenue Code, and does not result in any additional cost to the City.

This Resolution follows the template provided and required by the State Retirement and Pension System.

**RESOLUTION OF THE MAYOR AND COUNCIL
OF THE CITY OF COLLEGE PARK TO AUTHORIZE THE CITY TO PICK-UP
MANDATORY CONTRIBUTIONS OF EMPLOYEES PARTICIPATING IN THE
STATE RETIREMENT AND PENSION SYSTEM OF MARYLAND**

WHEREAS, the eligible employees of the City of College Park will be eligible to participate in the Reformed Contributory Pension Benefit Plan of the State Retirement and Pension System of Maryland (“Plan”) effective July 1, 2014; and

WHEREAS, the Mayor and City Council have the authority to adopt this resolution on behalf of the City; and

WHEREAS, Maryland State Retirement and Pension System has adopted procedures for reporting picked-up contributions in order to provide consistency in the administration of state law; and

WHEREAS, employers may pick-up all of the mandatory employee contributions for employees participating in the Plan; and

WHEREAS, the pick-up of mandatory employee contributions by the City will not result in any increased cost to the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of College Park that mandatory contributions by employees participating in the Plan shall be picked up through a payroll reduction. No contributions prior to the Mayor and Council action and prior to approval of the Board of Trustees of the Maryland State Retirement and Pension System shall be picked up; and be it further

RESOLVED, that said picked-up contributions paid by payroll reduction, even though designated as employee contributions for state law purposes, are being paid by the City in lieu of said contributions by the employee; and be it further

RESOLVED, that the pick-up treatment does not apply to contributions earned prior to the later of the date the resolution is signed or effective, and that the Board of Trustees of the Plan must approve the implementation of the pick-up before it becomes effective; and be it further

RESOLVED, that said employee members of the Plan shall not be entitled to elect to receive the contributed amounts directly instead of having them paid by the City to the Plan. This pick-up applies to mandatory contributions that the employee is required to make to the Plan.

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

EFFECTIVE the _____ day of _____, 2013

WITNESS:

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

13-G-118



City of College Park
240-487-3501
Facsimile: 301-699-8029

---●---

Office of the Mayor
and City Council
4500 Knox Road
College Park, MD 20740

---●---

Mayor

Andrew M. Fellows
5807 Bryn Mawr Road
301-441-8141

---●---

Council Members

District 1
Fazlul Kabir
9817 53rd Avenue
301-659-6295

Patrick L. Wojahn
5015 Lackawanna Street
240-988-7763

District 2
Robert T. Catlin
8604 49th Avenue
301-345-0742

Monroe S. Dennis
8117 51st Avenue
301-474-6270

District 3
Robert W. Day
7410 Baylor Avenue
301-741-1962

Stephanie Stulich
7400 Dartmouth Avenue
301-742-4442

District 4
Marcus Afzali
9238 Limestone Place
240-391-8241

Denise C. Mitchell
3501 Marlborough Way
240-475-7196

October 22, 2013

National Capital Region Transportation Planning Board
The Honorable Scott York, Chair
777 N. Capitol Street, NE, Suite 300
Washington, DC 20002-4239

Dear Chairman York,

The City of College Park would like to comment regarding the Regional Transportation Priorities Plan (RTTP). We appreciate the Transportation Planning Board's multi-year effort in developing this priorities plan, which intends to be a roadmap and a financially unconstrained regional vision for transportation projects. We understand that the Board is currently taking public comment for an additional revision to the RTTP, to be voted on in December. We would like to take this public comment period to make some general comments on the RTTP and address some issues that could specifically have an impact on residents in College Park.

First, we support the comments of many local governments and organizations in the region regarding the role of Region Forward as a guiding vision document for the RTTP. The College Park City Council voted unanimously to endorse Region Forward, and reiterates its support for the principles and goals set forth in that document. We feel, however, that the targets and strategies set forth in Region Forward should be more explicitly set forth as priorities within the RTTP. For instance, Region Forward sets as a goal to seek a "broad range of public and private transportation choices for our Region which maximizes accessibility and affordability to everyone and minimizes reliance upon single occupancy use of the automobile." The RTTP does not clearly set forth minimization of automobile use as a priority.

Second, we would like to express our concern about establishing, as a long-term priority, the addition of new lanes to existing roadways to establish High-Occupancy Vehicle (HOV) and High-Occupancy Toll (HOT) limited access lanes, and linking the expansion of Bus Rapid Transit (BRT) to the addition of these lanes. We support, in principle, the use of HOV and HOT lanes as a funding mechanism for road improvements, as well as the expansion of BRT. However, BRT best serves the community on an urban grid of streets, and not on tolled highway lanes. Moreover, the addition of new lanes may have untold impacts on land use in the region and promote the use of automobiles as a means of transportation instead of serving the goal of reducing automobile use.

Although the RTTP is meant to address regional priorities, the expansion of highway lanes to add limited-access lanes would have a very specific impact on residents in College Park. Studies by the Maryland State Highway Administration have demonstrated in the past that it would be impossible to add additional lanes to the Beltway without acquisition of homes in north College Park and without a detrimental impact on the quality of life of many residents in our City. Although this is an issue that specifically impacts our City, it is an example of the problems and concerns that may exist around the region with the proposal to add additional lanes to create HOV and HOT lanes on our regional highways.

Thank you for the opportunity to express our concerns about the draft RTTP. We look forward to continuing close collaboration with the Council of Governments as we work to improve our region.

Sincerely,

Andrew M. Fellows
Mayor

13-G-114

No Back-up Material

13-G-119

Appointments to Boards and Committees

13-G-119

Stulich:

- Recommend Anne Ketz to the Local Advisory Committee for the Old Town Historic District
- Appoint Aaron Springer to the Neighborhood Stabilization Committee

Wojahn:

- Appoint Jackie Pearce Garrett, Bob Ryan and Catherine McGrath to the Neighborhood Stabilization Committee