

TUESDAY, MARCH 19, 2013
WORKSESSION
(COUNCIL CHAMBERS)
7:30 P.M.

COLLEGE PARK MISSION STATEMENT

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

CITY MANAGER'S REPORT

PROPOSED ITEMS TO GO DIRECTLY TO AGENDA

PROPOSED CONSENT AGENDA ITEMS

WORKSESSION DISCUSSION ITEMS

1. City of College Park's Green Team Action Plan Toward Certification Within the Sustainable Maryland Certified Program – Jonathan Brown, Planner
2. Rezoning and Detailed Site Plan for Yale House – Terry Schum, Director of Planning
3. Award of Contract to install RRFB (Rapid Rectangular Flashing Beacons) on Rhode Island Avenue – Steve Halpern, City Engineer
4. Award of Contract for three replacement ¾-ton Ford pick-up trucks – Bob Stumpff, Director of Public Works
5. Approval of vehicle lease agreement with Prince George's County for SSTAP buses – Suellen Ferguson, City Attorney
6. Review of a letter to State Highway Administration on US Route 1 engineering – Terry Schum, Director of Planning
7. Review of legislation (Possible Special Session) – Chantal Cotton, Assistant to the City Manager
8. Appointments to Boards and Committees

COUNCIL COMMENTS

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

1. Sustainable Maryland Certified Green Team

MEMORANDUM

TO: Mayor and Council

FROM: Jonathan Brown, Planner 

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

DATE: March 19th, 2013

SUBJECT: City of College Park Sustainable Maryland Certified Green Team Action Plan

ISSUE

The City's Sustainable Maryland Certified Green Team has completed its 3-Year Action Plan. City Council's approval of the Plan is an important step within the Sustainable Maryland Certification process.

SUMMARY

On March 13th, 2012 City Council passed a resolution to establish a "Green Team" with the charge of leading the City in organizing and completing actions toward certification under the State of Maryland's Sustainable Maryland Certified (SMC) Program. Since August of 2012 the Team has met once per month to discuss and complete the necessary requirements toward certification. The mandatory actions toward certification are the establishment of the Green Team and the creation of a 3 Year Action Plan. The Plan describes specific environmentally sustainable measures and effectively outlines a strategy towards completing actions that will allow the City to achieve certification within the SMC program. Two out of 6 priority actions are also required. Action items within the Plan are assigned point values and are categorized among the following 8 sustainability issues:

- ✓ Community Action
- ✓ Community Based Food Systems
- ✓ Energy
- ✓ Greenhouse Gas
- ✓ Health and Wellness
- ✓ Local Economy
- ✓ Natural Resources

✓ Planning and Land Use

Actions outlined within the Plan were gathered by the Team through researching the City's many existing efforts that could correspond with each of the issues listed above. The Team also spent time determining creative opportunities for future actions that would support the Action Plan and its vision. The Plan is intended to be an effective guide as the Green Team monitors existing actions and implements future actions.

A total of 150 Points are required for certification and based on the 1st year action plan, staff believes the city has accrued 185 Points. All actions must be submitted for review by SMC before June 29th, 2013 in order to be considered for the SMC Fall Certification Awards luncheon.

RECOMMENDATION

The City's Sustainable Maryland Certified Green Team recommends that the City approve the Team's 3-Year Action Plan, enabling the Team to fulfill its requirements toward certification within the Sustainable Maryland Certified Program.

ATTACHMENTS:

- 1) 3-Year Action Plan

City of College Park, Maryland



greenteam

Three Year Action Plan

March, 2013





Contents

- I. City of College Park Resolution
- II. Green Team Members
- III. Community Survey Results
- IV. Vision Statement
- V. Three Year Goals
- VI. Year 1 Actions Matrix
- VII. Year 2 Actions Matrix
- VIII. Year 3 Actions Matrix

I. City of College Park Resolutions

**City Of College Park, Maryland
Resolution Supporting Participation
In The Sustainable Maryland Certified Municipal Certification Program**

WHEREAS, a sustainable community means meeting the needs of the present without compromising the ability of future generations to meet their own needs.

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

WHEREAS, the City of College Park strives to save tax dollars, assure clean land, air and water, improve working and living environments as steps to building a sustainable community that will thrive well into the new century; and

WHEREAS, the City of College Park hereby acknowledges that the residents of College Park desire a stable, sustainable future for themselves and future generations; and

WHEREAS, the City of College Park wishes to support a model of government which benefits our residents now and far into the future by exploring and adopting sustainable, economically-sound, local government practices; and

WHEREAS, by endorsing a sustainable path the City of College Park is pledging to educate itself and community members further about sustainable activities and to develop initiatives supporting sustainable local government practices; and

WHEREAS, as elected representatives of the City of College Park, we have a significant responsibility to provide leadership which will seek community-based sustainable solutions to strengthen our community:

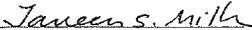
NOW THEREFORE BE IT RESOLVED, that to focus attention and effort within the City of College Park on matters of sustainability, the Mayor and Council wishes to pursue local initiatives and actions that will lead to Sustainable Maryland Certified Municipal Certification.

BE IT FURTHER RESOLVED, by the Mayor and Council of the City of College Park that we do hereby authorize Elisa Vitale to serve as the City of College Park's agent for the Sustainable Maryland Certified Municipal Certification process and authorize her to complete the Municipal Registration on behalf of the City of College Park.

RESOLVED this 9th day of August, 2011.



Andrew M. Fellows, Mayor
City of College Park

Attest: 
Janeen S. Miller, City Clerk



I. City of College Park Resolutions continued...

A Resolution of the Mayor and Council of the City of College Park, Maryland Establishing The Sustainable Maryland Certified Green Team

WHEREAS, On August 9, 2011 the College Park City Council adopted Resolution 11-R-14 (attached) Supporting Participation In The Sustainable Maryland Certified Municipal Certification Program; and

WHEREAS, The City of College Park is working toward certification in the Sustainable Maryland Certified program; and

WHEREAS, The formation of a Sustainable Maryland Certified Green Team (SMCGT) is the first step in establishing a community sustainability program; and

WHEREAS, The SMCGT will "lead the charge" to help College Park achieve Sustainable Maryland Certification; and

WHEREAS, The SMCGT will bring together a group of community leaders, municipal staff, and community organizations to leverage the skills, expertise, and life experience of team members to develop policies and plans, implement programs, and assist with educational opportunities that support the creation of a sustainable community:

NOW, THEREFORE, BE IT RESOLVED, THAT THE SUSTAINABLE MARYLAND CERTIFIED GREEN TEAM SHALL BE FORMED AND ORGANIZED AS FOLLOWS:

1. **Charge:** The SMCGT is charged with leading the City to complete actions worth a total of 150 points (including two mandatory actions and two of six priority actions) and submit the appropriate documentation to achieve first year certification in the Sustainable Maryland Certified program.

The SMCGT shall be discharged when the goal of obtaining Sustainable Maryland Certified certification has been attained by the City of College Park.

2. **Composition:** The SMCGT shall have up to 14 people with the following representation:

- 2 elected officials from the City of College Park
- 2 City staff
- 1 representative from the CBE
- 1 representative of a City school
- 1 student representative from the University of Maryland
- 1 faculty or staff representative from the University of Maryland
- 2 representatives of the City business community
- Up to 4 City residents

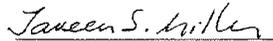
3. **Structure:** Members to the SMCGT shall be appointed for two year terms. A quorum shall be 6 people. The SMCGT shall select a Chair and a Co-Chair from among the membership on an annual basis. The SMCGT should meet at least bi-monthly. The liaison shall be the Planning Department.

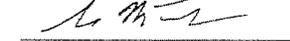
ADOPTED by the Mayor and City Council of the City of College Park, Maryland at a regular meeting on the 13th day of March, 2012.

EFFECTIVE the 13th day of March, 2012.

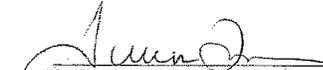
WITNESS:

THE CITY OF COLLEGE PARK,
MARYLAND


Janeen S. Miller, CMC, City Clerk


Andrew M. Fellows, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Suellen M. Ferguson, City Attorney

II. Green Team Members

Mr. Ben Bassett -	Proteus Bicycle, <i>Owner</i>
Mr. Jonathan Brown -	City of College Park, <i>Planner</i>
Ms. Rebecca Hayes -	City of College Park, <i>Resident</i>
Mr. James Jalendoni -	University of Maryland, <i>Student</i>
Ms. Denise Mitchell -	City of College Park <i>Councilmember, District 4</i>
Mr. Eric Maring -	University of Maryland, <i>Faculty</i>
Ms. Christine Nagle -	City of College Park, <i>Resident</i>
Ms. Chrissy Rey -	Pongos, <i>Owner</i>
Ms. Terry Schum -	City of College Park, <i>Planning Director</i>
Ms. Loree Talley -	City of College Park, <i>Recycling Coordinator</i>
Mr. Ballard Troy -	Committee for a Better Environment, <i>Representative</i>
Mr. Patrick Wojahn -	City of College Park <i>Councilmember, District 1</i>

III. Community Survey Results

The following survey questions were a part of the City's 2012 Citizen Survey:

25. Please answer the following with the best answer for your household.				
Answer Options	Yes	No	Don't know	Response Count
Should our community focus on decreasing the energy used by the municipal government? (e.g., lighting, heating, cooling, etc.)	190 (62%)	55 (18%)	62 (20%)	307
Would you like to know more about how to make your house, condo, or apartment more energy efficient?	184 (61%)	96 (32%)	21 (7%)	301
Are you interested in learning more about water conservation efforts such as the installation of rain barrels or rain gardens?	173 (57%)	102 (34%)	26 (9%)	301
			<i>answered question</i>	308
			<i>skipped question</i>	28

When asked whether the City should focus on decreasing its energy use, of the 307 citizens who answered this question, 62% responded "Yes" and 18% responded "No". 20% of respondents did not know whether decreasing municipal energy use should be a community focus. However, because a substantial majority did respond in favor of this action, the Green Team should feel comfortable with including this type of activity in the 3-Year Action Plan.

III. Community Survey Results Continued...

The following survey questions were a part of the City's 2012 Citizen Survey:

26. Do you know what a carbon footprint is?		
Answer Options	Response Percent	Response Count
Yes	78%	234
No	10%	30
Don't know	4%	13
Heard of it but still unsure of what it means	8%	25
<i>answered question</i>		302
<i>skipped question</i>		34

This question was an attempt to gauge the level of knowledge and interest of citizens regarding their "carbon footprint", which is a measure of the number of tons of carbon dioxide that individuals produce over the course of one year. Here we can see a high level of interest in this particular topic with 78% of those surveyed answering positively. Encouragingly, only 4% of respondents did not know the meaning of this topic. This level of interest should assist the Team in determining the overall direction of programs that involve reducing the City's carbon footprint.

III. Community Survey Results Continued...

The following survey questions were a part of the City's 2012 Citizen Survey:

27. What community sustainability programs would you like to see the City pursue?	
Renewable Energy Use and Utility Reduction	59
Water Conservation and Stormwater Improvements (i.e., rain barrels)	27
Increase recycling of everything (clothes, materials, etc.)	26
Community Gardening	24
Expand Composting Program to households	17
Low-impact, Sustainable Development	14
Increase Public Outreach about Sustainability Programs	13
Bicycle Trail Improvements and Support for Bike Programs	10
Improve Public Transportation/Reduce Traffic	9
Improve Tree Canopy and Maintenance	9
Improve Street Lighting	7
Consider Electric Vehicles	6
Do not increase spending on this	6
Increase access to local food	6
Invest in Green Roofs	5
Offer Incentive Funding for Sustainable Projects	5
Unsure/Don't Know	5
City and Stream Cleanup Programs	3
Offer Haz Mat and Toxic Chemical Recycling from homes	3
Allow Urban Farming (Chickens and Goats)	2
Cooking Oil Reuse for Fuel	2
Bag Tax	1
Bulky Trash Payment	1
Repair Shop for used items	1
Other	21

When considering the future of the City's sustainability programming, the largest percentage of citizens viewed renewable energy use as a priority for the City. Of the 280 respondents to this question, 59, or 21% voted for this activity. The next highest levels of interest were Water Conservation, Increased Recycling, and Community Gardening with 10, 9, and 8.5 percent respectively.

Some of the other topics of moderate interest included more public outreach, composting, and bicycle trails and programs.

IV. Vision Statement

The Green Team of College Park, Maryland is a model for collaborative approaches toward local, sustainable development. The Team's emphasis on building strong partnerships with local stakeholders and institutions has helped manifest the City's goals of environmental and economic sustainability.



V. Three Year Goals

Year 1: Complete Requirements for Certification and Bronze Status from Sustainable Maryland

Year 2: Achieve 5 new Action Items Including:

- ⇒ Build a Sustainable Maryland Resource Library within the Planning Department
- ⇒ Implement a Community Gardening program
- ⇒ Implement a City/University Bikeshare Program
- ⇒ Create a business recycling program
- ⇒ Adopt Maryland Smart Energy Community Policy

Year 3: Achieve 2 new Action Items Including:

- ⇒ Write a Green Streets Grant
- ⇒ Implement Maryland Smart Energy Community Program

VI. Year One Action Plan Matrix

August 29th, 2012 - August 28th 2013

Action Category	Action Item	Mandatory / Priority	Completed	New	Point Value	Action Committee Member(s)	Estimated Cost
Community Action	Participate in Green Team Training				5	Councilmember Denise Mitchell	
	Create a Green Team	Mandatory			10	All Members	
	Complete Green Team Action Plan	Mandatory			10	All Members	
	Sponsor an Idea Fair with Sustainable Maryland				5-20	James Jalandoni	
Community Based Food Systems	Establish Local Farmers Market				15	James Jalandoni	
	Promote Local Farmers Market				5	Terry Schum	
	Establish CSA Drop-Off Location				10	Loree Talley	
Energy	Municipal Energy Audit	Priority			20	Ballard Troy	
	Green Power Community				5-20		
Greenhouse Gas	Municipal Carbon Footprint	Priority			15		
	Bike-To-Work Day Pit-stop				5-20	Jonathan Brown	
	Municipal Hybrid Vehicle				5-20	Jonathan Brown	
	Municipal employee METRO fare cards				5-20	Jonathan Brown	
Health and Wellness	Workplace Wellness Program				15		

VI. Year One Action Plan Matrix Continued:

August 29th, 2012 - August 28th 2013

Action Category	Action Item	Mandatory / Priority	Completed	New	Point Value	Action Committee Member(s)	Estimated Cost
Local Economies	Promote Maryland Green Registry				5/2 business		
	Establish Local Business Directory				10		
	Promote Local Business Directory				5		
	Local Business Roundtable				5		
	Join Maryland Green Registry				5		
	Buy Local Campaign				15		
Natural Resources	Tree City USA				15		
	Pet Waste Ordinance				5		
	Complete Streets Policy				5-20	Councilmember Patrick Wojahn	
	Municipal Recycling Program				5-20		
Planning and Land Use	Participation in DHCD Sustainable Communities				20		
	Housing Plan				5		

VII. Year Two Action Plan Matrix

August 29th, 2013 - August 28th 2014

Action Category	Action Item	Mandatory / Priority	Completed	New	Point Value	Action Committee Member(s)	Estimated Cost
Community Action	Build SMC Resource Center				5	Jonathan Brown	
Community Based Food Systems	Community Gardens	Priority			15	James Jalandoni	
Energy	Maryland Smart Energy Communities Policy				5-20	Jonathan Brown	
Greenhouse Gas							
Health and Wellness	Bikeshare Program				5-20	Jonathan Brown / Councilmember Denise Mitchell	
Local Economies							
Natural Resources	Business Recycling Plan				5-20	Ballard Troy	
Planning and Land Use							

VIII. Year Three Action Plan Matrix

August 29th, 2014 - August 28th 2015

Action Category	Action Item	Mandatory / Priority	Completed	New	Point Value	Action Committee Member(s)	Estimated Cost
Community Action							
Community Based Food Systems							
Energy	Implement MD Smart Energy Community Program				5-20	City Council / Jonathan Brown	
Greenhouse Gas							
Health and Wellness							
Local Economies							
Natural Resources	Green Streets Grant				5-20	City Council / TBD	
Planning and Land Use							

2. Yale House City Staff Report

18.A

MEMORANDUM

TO: Mayor and Council

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

FROM: Miriam Bader, Senior Planner *MB*

DATE: March 15, 2013

SUBJECT: Detailed Site Plan (DSP) 11005
Yale House
College Park Investments, LLC

ISSUE

This is an application by "Yale House"(College Park Investments, LLC) for a Detailed Site Plan and a Zoning Map Amendment to rezone property from the R-18 Zone (Multifamily Medium Density Residential) to the M-U-I, DDOZ Zone (Mixed Use-Infill, Development District Overlay Zone) in order to add 4 dwelling units to a multi-family building increasing the total number of units from 6 units to 10 units and from 23 beds to 37 beds and to approve site improvements (expanded parking lot, new driveway, and additional curbcut) that were previously constructed without a required DSP or building permit. The Planning Board hearing is tentatively scheduled for April 18, 2013. The Maryland-National Capital Park and Planning Commission (M-NCPPC) Technical Staff Report may be available April 5, 2013.

BACKGROUND

The subject 0.25 acre property is located at 7302 Yale Avenue between Knox Road and Hartwick Road, approximately 100 feet east of US 1 (Baltimore Avenue). The building was constructed in 1953 (according to tax assessment records) and is zoned R-18. It currently has 6 units and 23 beds.

In 2007-2008, a building permit was approved for a new front portico/canopy (43416-2007-CE), a 3 foot retaining wall (39159-2007-CG), and roof replacement (10505-2008-CE). These improvements were constructed.

On April 7, 2010, M-NCPPC (Permit Review Section-Tempi Chaney) wrote a memorandum that noted that a parking lot was expanded and a new southern driveway and entrance were constructed without a permit and the required Detailed Site Plan (DSP) approval.

On December 9, 2011, an application for DSP was accepted to add 4 dwelling units to an

existing multifamily building and to validate existing site improvements (expanded parking lot, new driveway and additional curbcut).

On May 16, 2011, Gerard McDonough, Attorney for the Applicant, went before the Old Town Civic Association, to discuss their DSP application. Spillover on-street parking and density concerns were expressed by the residents but no formal action was taken.

On March 7, 2012, the City received a letter from Gerard McDonough that they were requesting a modification of the DSP to include a change in the zoning from R-18 to MUI, DDOZ in order to allow the applicant to increase their density. The R-18 zone permits 12 dwelling units per acre. The MUI zone permits 48 dwelling units per acre. Currently, the applicant has a density of 24 dwelling units per acre, which does not conform to the R-18 zone (12 du/acre). The applicant is seeking to increase their density to 40 dwelling units per acre.

On January 22, 2013, an amended application was filed in order to address the LEED certification requirements required for areas designated as "Walkable Nodes" in the DDOZ. Specifically, according to page 256 of the Approved Central US 1 Corridor Sector Plan and SMA, "all development within the walkable nodes shall obtain a minimum of silver certification in one of the following applicable LEED rating systems..."

SUMMARY

This application is subject to the Zoning Ordinance, the 2002 General Plan and the Development District Standards as set forth in the 2010 Approved US 1 Corridor Sector Plan. In order to approve a Detailed Site Plan, the Zoning Ordinance requires the Planning Board to find "that the plan represents a reasonable alternative for satisfying the site design guidelines, without requiring unreasonable costs and without detracting substantially from the utility of the proposed development for its intended use."

Also, as a part of the filing of the Detailed Site Plan within a DDOZ, the applicant can request a rezoning to the M-U-I Zone in accordance with Section 27-548.26(b)(1)(B). "The sector plan only supports the property owner application process for rezoning to the M-U-I zone or expanding the DDOZ boundaries in locations that reinforce the concept of walkable nodes." This property is within the Downtown College Park walkable node. The M-U-I zone also requires the Planning Board to find that the proposed uses are compatible with one another and with existing or approved future development on adjacent properties.

Moreover, this application is subject to the Development District Standards as set forth in the Approved College Park US 1 Sector Plan, including standards for public areas, site design and building design. The Planning Board may approve alternate standards if they are found to benefit the development and the district and will not substantially impair the implementation of the Sector Plan.

Density/Rezoning

Currently, there are six (2-bedroom units) dwelling units or 23 beds in the existing multifamily structure (24 dwelling units/acre). The applicant is proposing to add four dwelling units, two (1

bedroom units) in the attic and two (2-bedroom units) in the basement (40 dwelling units/acre). Rezoning to MUI would bring the existing building into conformance (R-18 permits 12 du/acre) and allow the density to increase (MUI permits 48 du/acre). To clarify the number of units that exist and the bedroom and beds per bedroom configuration, a table has been provided below:

	Existing	Proposed
Total Dwelling Units	6 dwelling units	10 dwelling units
Total Bedrooms	12 bedrooms	16 bedrooms
Total Beds	23 beds	37 beds
1 Bedroom unit (3 beds per bedroom)	---	2 (6 total beds)
2 Bedrooms (3 beds per bedroom)	1 (3 total beds)	1 (3 total beds)
2 Bedrooms (4 beds per bedroom)	5 (20 total beds)	7 (28 total beds)

The additional units will be facilitated without any expansion of the footprint of the structure. The four additional units are proposed to be created by improving the existing attic space with the addition of two units and creating a basement with two units.

Comment: It is unusual to have so many beds per bedroom; newly constructed student housing typically leases by the bed with one bed per bedroom. City staff is also concerned that there is no in house management with a proposal of 37 students. Moreover, City staff is concerned that this proposal appears to not meet the minimum square footage per occupant requirements. City Code 125-9 specifies the minimum area required per occupant in order to avoid overcrowding. It is unclear if the applicant will be able to comply with the formula because enough information was not provided by the applicant. City staff has recommended a condition that the applicant prove compliance with the space, use and location code, City Code 125-9 or reduce the number of beds accordingly.

Adjoining Properties

The zoning and use of the adjoining properties to the subject site, 7302 Yale Avenue, are as follows (see Attachment 3, Zoning Map):

North: M-U-I, Municipal Garage, and restaurant (Ledo's pizza).

South: R-55, Rental house

West: M-U-I, Retail

East: R-18, Rental house

Character of the Area

The character of the area consists of a mix of uses consisting mainly of commercial and multi-family rental properties. Along the west side of Yale Avenue from Hartwick Road to Knox Road, are two rental properties, including the subject property and the City of College Park Public Parking Garage. Part of the first floor of the garage is occupied by a restaurant. The east side of this block of Yale Avenue from Hartwick Road to Knox Road consists of three rental multi-family houses and the College Park Professional Center which contains a bank, a hair

salon, and several offices. The development to the west of the subject site fronts along Baltimore Avenue and consists of a variety of retail uses and restaurants.

Historic District

The area is not located in the Old Town Historic District but is located across the street from this district. Since it is located across the street, City staff contacted the Historic Preservation Section staff to see if this request should be reviewed by the Historic Preservation Commission. They concluded that this would not be necessary due to the limited nature of the proposed external improvements. Further, the Historic Preservation Section staff found no adverse impact to the Historic District, see Attachment 4.

Transportation

The Transportation Planning Section of M-NCPPC reviewed this plan and determined that the proposed four additional multifamily units would generate 2 AM and 2 PM weekday peak hour vehicle trips. Due to the limited trip generation of the site, a traffic study is not required. Also, since the site is located in the walkable node, a bicycle parking standard must be met. One bicycle parking space shall be provided for every three vehicular spaces. Since 12 parking spaces are proposed to be provided, 3 bicycle spaces are required. The applicant already has and will continue to provide two 5-slot bicycle racks on site. These racks can provide parking for 10 bicycles, which exceeds the standard.

Conformance with the 2002 General Plan: The 2002 General Plan defines the subject property as located in the Developed Tier. “The vision for the Developed Tier is a network of sustainable, transit-supporting, mixed-use pedestrian-oriented, medium- to high-density neighborhoods.” (2002 General Plan, p. 31). The vision for Corridors is “mixed residential and nonresidential uses at moderate to high densities and intensities, with a strong emphasis on transit-oriented development.” (See Policy 1, 2002 General Plan, p. 50). City staff concludes that the proposed rezoning conforms with the 2002 General Plan since it recommends increasing existing residential density along the US 1 Corridor.

Conformance with the 2010 Approved Central US 1 Corridor Sector Plan and Sectional Map Amendment: The proposed development is located in the Downtown College Park Walkable Node as shown on Map 8 on page 60 of the 2010 Approved Central US 1 Corridor Sector Plan. Walkable nodes are intended to be hubs of pedestrian and transit activity emphasizing higher density mixed-use development at appropriate locations along the Central US 1 Corridor, and should be “directly and uniquely influenced by adjacent neighborhoods. Building height, scale, and type will be tailored to the existing businesses and residents, while accommodating desired growth and change.” (Page 42 of the 2010 Approved Central US 1 Corridor Sector Plan). Walkable node development should consist of buildings between 2 and 6 stories in height (pages 65, 230, and 234 of the 2010 Approved Central US 1 Corridor Sector Plan).

The applicant is requesting seven amendments to the development district standards to accommodate the existing building form and location on the subject site. Some of these

amendment requests incorporate multiple standards/amendments. Each request will be addressed below.

Building Form (Walkable Nodes)

The applicant is requesting amendments from the maximum build-to line at the lot frontage, side setbacks, and frontage buildout, arguing that maintaining the existing structure is in keeping with the existing architectural character of adjacent residential properties along Yale Avenue and within the adjoining neighborhoods.

Comment: Since a central tenant of the 2010 Approved Central US 1 Corridor Sector Plan is to respect and preserve existing residential development (see, for example, Policy 4 on page 63 and Policy 3, Strategy 1 on page 68), City staff finds this amendment to be in keeping with the spirit and intent of the sector plan. Requiring conformance to these standards would necessitate expansion of the existing structure in a manner that may not be considerate of adjoining and nearby residential properties.

Building Form (Parking)

The applicant is requesting an amendment from the required number of parking spaces permitted on the subject property. The requirement is to provide 10 spaces. The applicant is proposing 12 spaces of off-street parking.

Comment: The applicant met with the Old Town Civic Association on May 16, 2011. One of the major concerns expressed by members of the Association was on-street parking. The residents encouraged the applicant to provide as much on-site parking as possible. City staff does not have a concern with the two extra parking spaces and feels it will be a benefit to the neighborhood by lessening the pressure on on-street parking.

Building Form (Parking Access)

There are two existing parking access drives on-site, one was constructed without the proper permit. One of the purposes of this DSP is to seek approval of this existing condition. The driveways are 10 feet and 14 feet wide which meet code in terms of not exceeding maximum width. There is no alley access to the parking lot. The second driveway enhances parking lot circulation by providing a one way flow of vehicles on site.

Comment: In consultation with the City engineer, based on site constraints and to better accommodate safer parking lot circulation, City staff recommends this amendment request with the condition that the applicant clearly paint, reflective arrows on-site when restriping the parking lot to indicate the preferred parking lot circulation pattern.

Building Form (Parking Lots, Loading, and Service Areas)

The applicant is requesting an amendment from providing pervious parking surfaces on-site.

Comment: City staff notes that pervious paving materials for surface parking lots is desired by the development district standards but is not mandated. This amendment is unnecessary.

Architectural Elements (Facades and Storefronts)

The applicant is requesting an amendment to reduce the amount of window fenestration from a minimum of 20 percent of the façade to 10 percent, citing existing conditions and structural difficulties in adding new windows. The amount of fenestration required by the development district standards is in keeping with traditional local building design and best practices of crime prevention through environmental design (CPTED).

Comment: City staff supports this amendment. One of the intents of requiring more window fenestration is to encourage best practices of crime prevention. The applicant has installed security lighting surrounding the building that should help to deter crime

Streets and Open Spaces (Streetscape, Amenities and Adequate Public Facilities)

The applicant is requesting amendments to the width of the landscape planting strip along Yale Avenue and to the total assembly width of the streetscape. Development would typically be required to provide between 12 and 18 feet of space adjacent to Yale Avenue.

Comment: Yale Avenue has a ROW of 40 feet. According to the DDOZ, p. 262, the applicant is exempt from landscape planting strip requirements. There is an existing four foot wide concrete sidewalk along the property frontage. This sidewalk continues a sidewalk located on both sides of the property; however, the sidewalk north of the site, in front of the Municipal Parking Garage, is 7 feet wide and consists of concrete with brick pavers on both sides. City staff recommends as a condition of approval that the applicant widen their sidewalk in front of their building to match the width and design of the sidewalk in front of the parking garage.

Streets and Open Spaces (Streetscape, Amenities, and Adequate Public Facilities)

The applicant is seeking relief from development district standards requiring the provision of pedestrian and streetscape amenities in the public right-of-way. Staff notes page 264 does not specify right-of-way or ownership of where amenities should be provided.

Comment: The applicant has provided four benches, two decorative trash receptacles and two bike racks at the front of the property for the use of the residents. In addition, the applicant is proposing to provide two native red maples in the front of the property which will serve to enhance the existing concrete walk. City staff supports these amendments due to the existing conditions and due to the provision of existing amenities (benches, decorative trash receptacles, and bike racks) and the proposed planting of two red maples in the front yard.

Sustainability and the Environment

LEED Certification and Sustainability

According to P. 256 of the Sector Plan, “all development within the walkable nodes shall obtain a minimum of silver certification in one of the following applicable LEED rating systems...” The applicant is proposing to meet the LEED Silver Certification for New Construction and Major Renovation (see Attachment 1). In addition to renovating the building to meet LEED certification, the applicant is designing the site to be sustainable. The property is located adjacent to a Public Parking Garage (providing tenants with additional leasable parking spaces from those available on site), is close to commercial services, retail shops and restaurants and is

located within walking/biking distance of the University. In addition, the subject site is located one block east of Baltimore Avenue (MD Route 1) which serves multiple municipal and private bus services. Specifically, there are over four routes with stops within ¼ mile of the property. Also, as mentioned previously, the applicant has provided two five-slot bike racks on site. The proposed development does not significantly alter the existing site conditions, new egress wells are planned as required by Code to allow safe exit from the lower floor units. These wells will be buffered by new and additional plantings, hardscape features (decorative railing in front of the window wells) and removal and replacement of non-native plants.

Comment: City staff commends the applicant for pursuing LEED Silver Certification as required by the Sector Plan.

Other Zoning Overlay Zones

The site is not located in any historic overlay zone, floodplain, wetland, woodland conservation area or other protected overlay zone. The building is served by public water and sewer. Due to the project's small size, the site is exempt from storm water management measures.

Landscaping

Due to the small size of the site and parking lot, the applicant is not required to provide either interior parking lot plantings or landscaping. As mentioned previously, the applicant is proposing to remove two invasive species trees from the rear of the property and replace them with two native Red Maples in the front yard.

Comment: City staff commends the applicant for removing the two invasive species trees and replacing them with Red Maples. There does not appear to be any additional opportunity to plant additional landscaping. Most of the site is covered by the building, the parking area, and the driveways. The existing front lawn and landscaping will remain. The new required window wells for the basement units will be buffered by new and additional plantings.

Signage

The applicant is not proposing to provide any signage. However, there is an existing freestanding leasing sign that does not conform with the DDOZ sign ordinance, therefore, City staff is recommending, as a condition, that this sign be removed.

RECOMMENDATION

City staff recommends supporting DSP 110055 and the accompanied rezoning request and amendment requests, subject to the following conditions:

1. Revise the site plan to provide an Architectural unit plan showing the placement of the beds for the proposed new units prior to signature approval of the DSP.
2. Show compliance with City Code 125-9 by showing the total square footage per bedroom as calculated in the City Code 125-9 or reduce the number of beds accordingly prior to signature approval of the DSP.

3. Revise the Site Plan to note that the applicant shall paint white, reflective arrows that clearly indicate the parking lot circulation pattern.
4. Revise the Site Plan to indicate that the applicant shall construct a 7-foot wide concrete sidewalk with brick pavers along the property frontage to match the width and design of the sidewalk to the north.
5. Freestanding, ground mounted signs are prohibited in the DDOZ. The existing lease sign shall be removed.

ATTACHMENTS

1. Applicant's written material including LEED Scorecard
2. Detailed Site Plan
3. Zoning Map
4. M-NCPPC Staff Referrals

2. Yale House

BEFORE THE PRINCE GEORGE'S * IN RE: APPLICATION OF
COUNTY PLANNING BOARD * COLLEGE PARK INVESTMENTS, LLC
* FOR REZONING TO M-U-I
* DSP 11005

* * * * *

STATEMENT OF JUSTIFICATION

Case Name, Application (Case) Number:

Case Name: "Yale House" (College Park Investments, LLC – Owner),
Application No: DSP 110055.

Description of proposed use/request:

The Applicant is currently in the process of pursuing an application for a Detailed Site Plan on the subject property (DSP No. 11005) in the course of the processing of DSP 11005, since the proposed DSP reflects an increase of four (4) dwelling units and the subject property is zoned R-18 and is overlain by a Development District Overlay Zone (DDOZ), a Zoning Map Amendment to rezone the subject property from the R-18 Zone to the M-U-I Zone (Mixed-Use-Infill) Zone must be filed and processed along with the DSP in order to expand the current structure (internally without any expansion of the footprint of the structure) on the subject property by four student housing dwelling units from six (6) units to ten (10) units. Accordingly, the Applicant has filed, in conjunction with its pending application for detailed site plan approval on the subject property (DSP 11005), its application for rezoning from the R-18 Zone to the M-U-I Zone.

Description and location of the subject property:

The subject property is located in the city of College Park, approximately 200' south of the intersection of Yale Avenue and Knox Road and fronts on the western side of Yale Avenue. The subject property is comprised of 0.25 acres located in Election District 21 and is further described as Lots 11 & 12, Block 27, in Johnson & Curridens Subdivision per Plat thereof recorded among the Land Records of Prince George's County, Maryland at JWB 5/479 and is depicted on Tax Map 33 in Grid C4 and 200 Sheet 209NE04. The street address of the subject property is 7302 Yale Avenue College Park, Maryland 20740.

The subject property is in Planning & Policy Analysis Area 66 & 243E, COG TAZ 981, PG TAX 681, and in the Central US 1 Corridor Development Review District.

The subject property is currently in R-18 Zone and is subject to the application of the Development District Overlay Zone (DDOZ) overlain on the subject property by virtue of the Adoption of Central US 1 Corridor Sector Plan and Sectional Map Amendment (SMA).

Adjoining Properties:

The uses for each adjoining property are as follows:

North: Lots 13-16, Block 27, in Johnson & Curridens Subdivision, which is in the M-U-I Zone and it is currently developed and used as a City of College Park Public Parking Garage with retail/restaurant uses (Ledo's Pizza) integrated therein.

East: Lots 1-4, Block 24, in Johnson & Curridens Subdivision, which is in the M-U-I Zone and it is currently developed and used as a commercial office complex.

Lots 5-6, Block 24, in Johnson & Curridens Subdivision, which is in the R-18 Zone and it is currently developed and used as a single family detached dwelling unit.

Lots 7-8, Block 24, in Johnson & Curridens Subdivision, which is in the R-55 Zone and it

is currently developed and used as a single family detached dwelling unit. South: Lots 9-10, Block 27, in Johnson & Curridens Subdivision, which is in the R-55 Zone and it is currently developed and used as a single family detached dwelling unit. (This property is five feet (5') higher in grade than the subject property, which grade is not sloped but maintained by a timber retaining wall erected on the northern boundary of these lots.)

West: Lots 1-8, Block 27, in Johnson & Curridens Subdivision, which are in the M-U-I Zone and are developed in a variety of retail uses including restaurants.

Neighborhood Delineation: Applicant proffers that the surrounding neighborhood of which the subject property is a part should be delineated as follows:

North – Knox Road

East - The Eastern Boundary Line of the US 1 Central Corridor Sector Plan
(Princeton Avenue)

South – Hartwick Road

West - US 1 (Baltimore Boulevard)

Description of required findings:

The applicable sections of the Prince George's Zoning Ordinance that pertain to the request and the justification that the subject application comports with those requirements are detailed as follows:

Sec. 27-546.15. Purposes.

General Purpose:

“The general purpose of the M-U-I Zone is to permit, where recommended in applicable plans ... a mix of residential and commercial uses as infill development in areas which are already substantially developed .[and] ... may be approved on properties which adjoin developed properties or ... and which have overlay zone regulations requiring site plan review.”

The subject property lies within the Central US 1 Corridor Sector Plan (“Proposed

Land Use South) area and is reflected in the Residential Medium planning category (3 du/acre and 8 du/acre). The proposed use of subject property will remain multi-family residential (student housing) and will not have a mix of residential and commercial uses thereon. However, it is adjoined on its northern property line by a parcel in the M-U-I Zone improved by a structure that is the City of College Park Parking Garage, which structure also contains commercial uses in addition to the parking spaces, and on its western property line by parcels in the M-U-I Zone improved by commercial retail and restaurant uses. There is also an additional parcel, zoned M-U-I and developed in office and retail use, which adjoins the eastern side of Yale Avenue from the corner of its intersection with Knox Road extending in a southerly direction to a point directly across Yale Avenue from the northeast corner point of the subject property. When all of these parcels in the Applicant's defined neighborhood, especially those adjoining the subject property to the west, north and across the street to the northeast are considered together there is a substantial amount of M-U-I Zoning and mix of uses.

Maryland common law regards a Master Plan as a guide and not a straight jacket. While the proposed Detailed Site Plan for the subject property reflects 10 dwelling units (40 dwelling units per acre), a density greater than that recommended for the Residential Medium category in the Sector Plan, the plan density range recommendation, when considered in the context of the juxtaposition of the subject property with the M-U-I parcels adjoining it on the north and west, which occupy approximately three quarters of the land area of the neighborhood, and the intensity of the uses developed on those parcels, none of which are residential, particularly the city's parking garage, it is an imminently justifiable conclusion that the modest addition of four units comports with the recommendation of the Sector Plan for the subject property given the common law precept that the Sector Plan is a "guide" rather than a "straightjacket".

Furthermore, the placement of the subject property within the Residential Medium category is in conflict with the property's location within a Sector Plan designated "Walkable Node". One of the overall goals of the Sector Plan, as stated in the "Land Use of Urban Design Goals", is to "provide for an increase in residential density." It is expressed in multiple locations within the Sector Plan that this increased density should

be targeted within the walkable nodes.

Walkable Node Land Use and Urban Design Policy 1, Strategy #2 outlines a minimum residential density of 15 dwelling units per acre, almost twice the maximum allowable density allowed for a Residential Medium designated property. The strategies for Housing Policy 1 in Chapter 5: Community Development and Character also state that “higher densities should be concentrated within the designated walkable nodes.” Based on our analysis of the Sector Plan’s goals and strategies, the subject property would be more appropriately placed in the Residential High category (20+ dwelling units per acre). The Applicant asserts that the placement of the property in the Residential Medium category was in response to misinterpretation of the redevelopment potential of the existing structure on the subject property. The R-18 Zone does not support the minimum density recommendations for walkable nodes with density limitations of 12 units per acre for buildings less than 4 stories. It does allow for a density of up to 20 dwelling units per acre for buildings 4 stories or more with an elevator; however, the existing structure on the subject property does not have an elevator and it would not be feasible to install one. Rezoning the property to M-U-I would allow the retention of the existing structure which would help maintain the existing character of the surrounding neighborhood while allowing for the increased density supported by the Sector Plan policies and strategies. Corridorwide Land Use and Urban Design Policy 2, Strategy #5 specifically states that future expansion of the M-U-I zone should be limited to locations that reinforce the concept of walkable nodes. The subject site is clearly one of these locations.

Further, the subject property is also in an infill development area that is already substantially developed and which adjoins developed properties and it is overlain by the DDOZ, which has regulations requiring site plan review, which can be readily employed to ensure that the limited redevelopment of the subject site and limited improvement of the building thereon comports with the DSP approved concomitantly herewith.

Upon the basis of the above justification, the subject application meets the general purposes of Sec. 27-546.15.

The Application meets the specific purposes of the M-U-I Zone by implementing the recommendation therein for residential infill development in this area where most properties are already developed by providing in this area, so very proximate to the University of Maryland Campus, the student housing envisioned in the Sector Plan, in that these units are apartments which the Plan identifies as being needed based on the University's student housing study. Processing this Application in conjunction the DSP Application would certainly simplify review procedures for this residential development in this established community. This proposal is also innovative in its approach to the planning and design of infill development by adding the needed housing units to an existing structure without enlarging its footprint or height and it needs flexibility in the process of its review as infill development. It also promotes smart growth principles by encouraging efficient use of land and public facilities and services by increasing the number of residential units on the subject site, again without enlarging the footprint or height of the existing structure and creates a community environment enhanced by its addition to the mix of residential and commercial uses in the neighborhood.

Upon the basis of the above justification, the subject application meets the specific purposes of Sec. 27-546.15.

Sec. 27-546.16. Approval of Zone.

The subject application being dovetailed with the DSP Application meets the requirements of this Section of the Code in that the District Council may approve the M-U-I Zone in an individual site plan case in that it proposes development subject to site plan review and is overlain by the DDOZ adopted by the Central US 1 Corridor SMA and, further, is eligible to be reclassified from its current R-18 underlying zone to the M-U-I Zone through the property owner application process in Section 27-548.26(b), which allows the property owner to request that the District Council amend development requirements for this owner's property in the Development District to be changed from the underlying zone to the M-U-I Zone, as well as a change to the permitted uses as modified by the Development District Standards and the requested change in zoning combined with this property owner's pending Detailed Site Plan

The proposed rezoning and development will be compatible with the existing uses on adjacent properties, which are a mix of retail and restaurant commercial, a public Park public parking garage and rental residential units, and may be approved because the subject property adjoins existing developed properties on all sides, thus easily exceeding the requisite twenty percent (20%) boundary threshold. It also adjoins properties in the M-U-I Zone on its north and west property lines, which are commercially developed with a floor area ratio of at least 0.15.

Upon the basis of the above justification, the subject application meets the specific purposes of Sec. 27-546.16.

Sec. 27-546.17. Uses.

The existing and proposed use of multifamily dwelling units is permitted in Sec. 27-441(b)(3) for the R-18 Zone comporting this Application with this section of the Zoning Ordinance.

Sec. 27-546.18. Regulations.

The regulations governing location, setbacks, size, height, lot size, density, and other dimensional requirements in the M-U-I Zone are the R-18 Zoning Regulations but, since the property is located within the Development District Overlay Zone, all applicable regulations, with the exception of density, are governed by the Development District Standards. A density of up to 48 dwelling units per acre is allowed for multifamily residential uses. Parking requirements are also dictated by the Development District Standards.

Central US 1 Corridor – Development District Overlay Zone:

Since the subject property is located within the Central US 1 Corridor – Development District Overlay Zone (DDOZ), it is required to meet the regulations outlined therein. The subject property is located within a “Walkable Node”, as defined in the DDOZ, and is required to meet the standards specific to that area.

Due to the physical and other constraints affecting the subject site and building, the Applicant will not be able to comply with some of the regulations and, therefore, requests certain modifications of the development standards as iterated herein below.

Building Form:

The existing structure, which is to remain, currently faces the property frontage and is comprised of a partially below ground crawl space and three (3) stories above ground, which are improved and currently utilized as six (6) student housing rental units, plus the attic, which is currently only partially improved (no interior partitions) and unutilized. As shown on the proposed DSP, the Applicant is proposing to deepen the crawl space and to partition, improve and finish it to create two (2) livable units and to partition and improve the attic space to create two (2) livable units, which would make the finished building 4 stories and add four (4) new units to for a total of ten (10).

Both the orientation and the building height (stories) are in compliance with the DDOZ standards. In addition, the existing structure has a front stoop, which is a permitted frontage. The DDOZ requires a minimum 80% front build-out at the build to line (BTL), a maximum of 80% lot coverage, a front BTL of 0-10', a side setback of 0-24', and a rear setback of 10'+. Since the Applicant is utilizing an existing structure and not proposing any enlargement of the present building footprint and height, it will not be able to meet any of the aforementioned requirements, with the exception of the lot coverage requirement (75.5%) and the rear building setback (47.6').

The Applicant therefore requests a modification to the DDOZ standards to accommodate the current build-out and setback characteristics of the existing structure. The modification would be for a minimum front build-out of 60% at the BTL, a front BTL of 0-34' and a side setback of 14'-22'. Preserving the existing structure as is will maintain continuity in the neighborhood and is a sustainably sensitive practice. Therefore, the Applicant contends that this modification would not substantially impair the implementation of the DDOZ.

As the project is utilizing an existing structure with no proposed enlargement of its footprint and height, the Applicant is not required to meet the massing requirements or

step-back transitions and landscape buffers of the DDOZ since they apply only to new construction.

The Applicant is proposing a total of 10 dwelling units within the building (6 existing and 4 new), which would generate a requirement of exactly 10 parking spaces. There are currently 12 parking spaces that exist on the property which are leased to the building residents. In order to maintain the current number of parking spaces we are ~~requesting a modification to allow 12 parking spaces per unit (12 parking spaces total)~~ on the subject property. The proposed development is for rental student housing and, even though there are only 10 dwelling units proposed, there are 40 total beds proposed (4 in each unit, 2 in each bedroom). The Applicant in its introductory preliminary meetings conducted in the community has heard from local residents and the City of College Park that on-street parking in the local neighborhood is of significant concern and maintaining as much parking as possible on site would be beneficial to alleviating the demand for on-street parking.

The DDOZ also suggests that access to parking should not be located on primary frontage streets whenever possible and that the total number of driveways should be kept to a minimum. The property is located in the middle of the block and does not have alley access. Since vehicular access to the property is limited to Yale Avenue (primary frontage) the access to parking can only be provided via the primary frontage. Existing access to the onsite parking is provided via two driveways (10' and 14' wide) on Yale Avenue. A modification is necessary to allow multiple driveways (2) along the primary frontage. The second driveway allows for one way flow of vehicles on site, one entrance driveway and one exit driveway thereby allowing for freer and safer movement of vehicles on site to the parking spaces in the rear of the building and out of those parking spaces to exit.

The parking lot is required to be at least 20' from all property lines along streets (except alleys) and shall be masked from the primary and secondary frontage streets. The existing parking lot, which shall be maintained in its current state, meets both of these requirements as it is setback 64' from the property line along Yale Avenue and the parking is set behind the existing structure and cannot be seen from the street. Since the parking lot is less than 6,000 square feet, no landscaping is required. In addition, there

are no loading or service areas for the building and there is no structured parking proposed.

The final items in the Building Form section, Drive-Throughs, Gas Stations and Bedroom Percentages, do not generate any requirements for this project.

Architectural Elements:

The standards outlined in the DDOZ require that 20-70% of the building façade facing a street shall contain transparent windows. As previously noted, the applicant is proposing to utilize the existing structure and it would not be feasible, due to structural architectural constraints, to add additional windows to the structure. Therefore the Applicant is requesting a modification to require that only 10% of the street facing façade be required to contain windows. In addition, the DDOZ requires that ground-floor residential units have a raised finish floor at least 24 inches above the sidewalk grade to provide sufficient privacy. The current first floor elevation is 506.6' and the sidewalk grade, in front of the house, ranges from 504' down to 501' which meets the 24" requirement.

The Applicant is not proposing any awnings, galleries, arcades, marquees, balconies or porches in conjunction with this development. There is an existing stoop, 4' deep by 8' wide, which matches the architectural style of the building and meets the minimum size requirements set forth in the DDOZ (4' by 4').

The existing building has a painted brick façade, currently yellow & proposed to remain so. There is a half-oval header above the front entry door and the window sills are approximately 2" high, 1" deep and are the same painted brick masonry as the building façade. The front windows are dressed with synthetic shutters, green in color and proposed to remain so. The aforementioned architectural materials and features are in keeping with the requirements of the DDOZ. There is an existing split face block retaining wall at the rear of the property with a cap. There is no signage proposed for this project.

SUSTAINABILITY AND THE ENVIRONMENT:

Leadership in Energy and Environmental Design (LEED®) Certification

The Applicant's proposed project meets the requirements to qualify for a LEED Silver Certification (New Construction and Major Renovation), as is required since the subject property is in a walkable node. The LEED Scorecard, submitted herewith and included by reference herein, addresses Vision 4: Sustainable Urbanism and Celebrating Natural Resources, which Vision, the Applicant avers that it meets with its Leadership in Energy and Environmental Design (LEED) Green Building Rating System program submitted herewith as part of the owner's DSP and M-U-I applications and upon which the LEED Silver Certification Scorecard is based. The LEED Scorecard for the proposed improvement of the subject property and the preparation of the Applicant's Leadership in Energy and Environmental Design (LEED) Green Building Rating, was prepared in accordance with the LEED 2009 for New Construction and Major Renovation Manual published by the US Green Building Council as USGBC member approved version dated November 2008.

The further details of the Applicant's methodology to justify the LEED Scorecard filed herewith for the subject Application are explicated in the LEED Scorecard Summary Details, also filed herewith. The LEED Score as reflected in the LEED Scorecard and detailed in the accompanying LEED Scorecard Summary qualify the project proposed for the subject property for a LEED Silver Certification (New Construction and Major Renovation), which qualification is met based upon the LEED Scorecard reflection of the following items as basis for its LEEDS score:

- The structure on the subject property and the core of its facilities were sound at the time of acquisition (2007), except for the aged roof, which was redesigned and

a new roof installed in 2009. The site was further improved by installing plantings, trash receptacles, mailboxes and benches for seating. The parking spaces were brought up to standard sizes and egress and ingress access was improved providing for logical one way vehicular travel, when required.

- All interior finishes, fixtures, restrooms and kitchen facilities were replaced with current energy efficient fixtures and appliances. New furniture was also installed keeping with the University theme as the occupants attend the University.
- Many of the tenants walk or ride bikes to campus, and, if necessary, occupants park in the lot behind the building or also have the availability of parking in the City of College Park Garage immediately adjoining the subject site.
- The proposed interior improvement of the subject building and has two very distinct components, those being:

ATTIC- Phase I: The new proposed units to be located in the now existing attic area, which will be improved, do not require the installation of any new load bearing walls, which are structurally and physically already in place, and therefore the partition of the attic to create the new units is not considered a major renovation; however, the new installations in the attic units are graded as new opportunities to meet and exceed the LEED goals. Those items involved in creation of the new units in the attic include:

- New stairway access
- New hall and unity entryways- secured electronic access controlled (to match existing units)
- New HVAC units and delivery system
- New interior walls, rooms
- New fixtures, finishes and furnishings

BASEMENT- Phase II- to be developed concurrently with phase I:

The new proposed units to be located below grade shall be considered new

and major renovation work and include:

- Sequenced excavation and bracing of the existing structure (helical supports)
- Installation of new footers and foundation walls
- New below grade egress wells for units
- New sanitary sewerage main and new water supply service line (WSSC)
- New Pepco, phone and cable service lines
- New ELECT./HVAC units and delivery systems
- New stairway access
- New hall and unit entryways- secured electronic access controlled (to match ex units)
- New interior partition walls and rooms
- New fixtures, interior finishes and furnishings

- **SUSTAINABLE SITES:**

Site Selection: This facility already exists in its most favorable location and conditions support the desired proposed additional units. The new units will be completed without any expansion of the floor areas of the building or increase in its height. The building is not located in any historic overlay, floodplain, wetland or forested area and enjoys close proximity to the main gate of the University, public parking garages, commercial retail services and shopping.

Development Density and Community Connectivity: The existing density is a lawful use and the additional four (4) units are proposed within the existing building envelope (footprint & height), supported by ample on-site parking and a large municipal parking garage adjacent to the subject site, if needed. Community Connectivity is the hallmark of this use, as the tenants are students at the University and are engaged in every aspect of the community; as residents thereof for the term of their leases, they live, shop, patronize local restaurants and eateries, walk, ride public transportation, bike, recreate, and socialize as neighbors in the community.

Transportation: The subject site and building are located one block east of Baltimore Avenue (Md. Rte. 1) and have available to them every transportation service option provided by municipal and private services. There is a bike rack onsite (awning coverage proposal is being reviewed) and there is one covered bicycle rack located in the adjacent garage. There are multiple public and university bus routes that have stops within ¼ mile of the property. Since there are over four routes with close stops the Applicant qualifies for an innovation credit point for exemplary performance in this item.

Site Development: The proposed development does not alter the existing site conditions, as the new egress wells planned for safe exit from the lower floor units will be buffered by new and additional plantings, hardscape and removal and replacement of non-native plants. This will restore and create a new environment for existing habitat to remain and flourish. Excavation of the new egress well areas is already necessary to install the new foundation sequenced and staged to preserve the building above.

Storm water Design: The site has obtained the required and necessary storm water approvals from Prince George's County. The subject property currently has an approved SWM Concept Plan that exempts the project from stormwater management.

Heat Island Effect: The roof replacement was completed in 2009 and was approved by Prince George's County and the City of College Park. The new materials used were architectural grade 35 year shingles.

Light Pollution: Since the acquisition of the building in 2007, the management company has installed timers to control the exterior lighting, diminishing over-exposure of light. Also of note is the municipal garage adjacent to the northern boundary of the site and the shopping center rear

wall bordering the subject site to the west. There is a single lot, improved with a rental dwelling unit, adjoining the southern boundary of the subject site, which is separated therefrom by retaining walls located on the subject site that provide attenuation of lighting emanating from the subject site . The new units will implement fixturing and switching to ensure a reduction in indoor and outdoor light pollution.

- **WATER EFFICIENCY:**

Water Efficient Landscaping: The property was landscaped in 2010 with under canopy plantings, groundcovers and edge plantings of native but hardy species. These plant materials have survived and actually flourished with ambient rainfall, that is, no watering or irrigation has been necessary.

Water Use Reduction: All plumbing devices and fixtures in the existing building for the existing units were replaced in 2007 with water efficient devices and fixtures and energy star appliances. The same techniques, fixtures and appliances will be utilized and installed in any new connections and supply lines proposed for the additional units.

- **ENERGY AND ATMOSPHERE:**

Optimize Energy Performance: The existing facility in 2007 underwent an interior renovation, replacing all of the unit's fixtures and appliances, the core area lighting was placed on timers and the units secured by an electronic security system restricting access and providing fire monitoring. The then existing appliances were removed and replaced with energy star appliances. The same will be true of the proposed units.

Green Power: The Applicant is exploring options with Pepco and other providers to reduce the costs of supplying power to the subject site and building, which will most likely occur when the Basement Phase is implemented.

- **MATERIALS AND RESOURCES:**

Building Reuse- Maintain Existing Load Bearing Walls, Floors and Roof:

The attic phase is the exact definition of building re-use. The proposed units (2) planned for the now existing and vacant unused attic space creates space for new units without moving any portion of the existing load bearing walls, floors or the roof. The basement phase will maintain the existing building footprint, leaving intact the floors above and providing new access to them through those currently serving the existing structure and units.

Construction Waste Management: The Owner/Applicant's affiliated management company will be the property management company and collectively will retain and control the waste disposal service so the separation of materials can be optimized for adaptive re-use elsewhere.

Rapidly Renewable Materials: To the maximum reasonable extent possible new materials will be from sources that operate their supply houses using regional materials and those that are regionally renewable. Generally the concrete and lumber materials are included. The drywall is a man made product and its byproducts support other uses such as paints and plaster. Lighting fixtures and appliances are included in this subcategory as are padding and carpet/flooring. Bath tiles are ceramic and installed for sustainability and longevity.

- **INDOOR ENVIRONMENTAL QUALITY:** The existing units were refurbished in years 2007-2009 and the indoor environments for those units were enhanced by the installation of new water efficient devices and fixtures, as well as energy star appliances. The new units will have new HVAC units and delivery systems that will be new state of the art mechanical equipment and control systems. New fire protection systems are planned with hard wired smoke and radon monitoring systems expanded into new units. The sub-contractors will be

required to advise the Applicant on new or alternative methods available to accomplish higher standards for quality and efficiency.

Daylight and Views: The existing attic has new windows that allow for air, light and views. The new basement areas will have new windows in the front of the building to provide air, light, views and emergency egress. The window wells planned will be finished to match the brick of the building and will be protected by an ornamental rail and gate, and plantings to enhance the edge view from the units and the street.

• INNOVATION and DESIGN PROCESS: The Applicant has enlisted a professional land planner, landscape architect, civil engineer, architect and interior designer, as well as a LEED consultant, to plan and design the improvements to the building, refurbishing or replacing older, outdated materials and conditions wherever possible; the improvements to the subject site and building is a unique addition to available student housing soundly designed to the Silver LEED standard.

The Applicant's proposed proposal to increase the units has two key elements; one is the attic area, whose core space was installed in 2009 as lawful storage area (historically and currently un-used) and the second will be the newly excavated basement. Building the units within the existing footprint building envelope offers an opportunity to update the property's infrastructure as replacing the aging WSSC (sanitary sewer and water supply connections). This building is 54 years old and contains 6 units, thus the installation of new sewer and water connections would be efficient and prudent for longevity and sustainability. The same is said for the installation of the new power and cable services. The owner has lead the design and management team from feasibility stage to the properties current operating position,

and is clearly in tune with the need for housing and expanding this facilities connectivity to the community for which it is located.

Passive Solar and Ventilation Design:

Passive solar and ventilation design is encouraged, though not required, in the DDOZ. The existing building is surrounded by mature deciduous trees that help passively cool the building in the summer and allow light to filter through in the winter to provide partial passive heating. No other structures or techniques will be utilized in this project regarding passive solar or ventilation design.

Materials:

With regard to the building materials and construction, the subject project is an interior expansion of an existing structure without enlargement of the building's footprint or and increase in the building's height. (The four (4) additional units will be created by increasing the depth of the building's crawl space and improving it with the addition of two (2) units and improving the existing attic space with the addition of two (2) units. Consequently, it is not possible to incorporate green materials into the existing structural elements of the building. However, the Applicant will incorporate, wherever possible, green materials, higher efficiency water saving devices and fixtures and energy efficient appliances into its deepening of the basement and replacement of the existing water supply connections and the construction of the interior walls and partition walls, floor treatments and interior finishes of the new units and the installation of the mechanical (Plumbing, electric and HVAC) elements therein. For example, the Applicant will install efficient water supply and consumption devices and finish fixtures, HVAC units that have the highest efficiency rating or "Energy Star" designation and all existing lighting in common spaces will be high-performance or LED lighting.

On-Site Energy Generation and Efficiency:

There are no proposed or existing on-site energy generating systems therefore, this section does not apply to this project.

Landscaping:

The property currently has a small front lawn but the majority of the green area is landscaped or wooded. Lawn/turf areas have been minimized and drought-tolerant, native and indigenous plants have and will be utilized. All the landscaping is mulched and shall remain. The Applicant is proposing to remove two invasive trees from the rear of the property and replace them two native Red Maples in the front yard. There is no existing or proposed permanent irrigation on site.

Water Efficiency and Recharge:

The applicant is not proposing to reconstruct existing paved surfaces (parking lot and walkway) with pervious surfaces as required by the DDOZ. Consequently, it is requesting a modification to standards to allow the retention of the existing impervious surfaces since their removal and replacement with pervious surfaces would cause unnecessary earth disturbance and would put an unnecessary financial burden on the property owner. Since the parking lot is existing, the Applicant would have to demolish and remove the existing impervious surfaces all the way down to the existing sub-grade, install under-drains to manage the storm runoff in large storm events, install an appropriate sub-base, and then install pervious surface treatments. This would be extremely costly, time intensive and would disturb a large portion of the site and leave it

open to erosion and sediment runoff. As noted previously, there is an approved SWM Concept Plan exempting the subject property from SWM requirements.

Food Production:

There is no proposed food production, community garden or a green roof onsite.

STREETS AND OPEN SPACES:

Streets and Open Spaces:

The subject property is located along Yale Avenue which is classified as at “street” (ST). Per the DDOZ requirements, there shall be 12’-18’ from the face of curb to the private property line with raised curbs, 4’-8’ wide sidewalks, and 8’-12’ of continuous planter strip width. Since the existing right-of-way is 40’ wide, we are not required to provide street trees. A modification to standards is required since there is insufficient space within the right-of-way to accommodate the foregoing requirements. The modification would be to allow 7.6’ of space between the face of curb and the private property line and a 3’ wide landscape strip. The street (Yale Ave.) is existing and is already narrow and could not be reconstructed to accommodate the foregoing requirements. Sidewalks are required and special decorative paving materials are recommended; sidewalk material should be continuous across driveways where possible. There is an existing 4’ concrete sidewalk along the property frontage on Yale Avenue, which is contiguous across the driveways which is in keeping with the DDOZ standards. There are no proposed amenities within the public streetscape. The Applicant is requesting a modification that would alleviate any requirement to provide any amenities within the public streetscape. There are benches, trash receptacles and a bike rack on the property for the use of the residents. Due to the residential character of the public street, installation of amenities within the streetscape would be underutilized. In addition, there is only 3’ of space between the existing sidewalk and the right-of-way in which the Applicant could install amenities, which is insufficient space to do so.

Per the evaluation by MNCPPC Transportation Planning Section, this project meets the adequate transportation standards. There are existing street lights on the east side of Yale Avenue which provide adequate lighting for the entire street.

There are existing street lights on the east side of Yale Avenue which provide adequate lighting for the entire streetscape.

There is insufficient area on the subject property for a public open space and, due to the private residential nature of the property, a public open space would not be appropriate therefore, we are not proposing an open space area with this project. Since open space areas are not required by the DDOZ, we do not need to request a modification.

Variance Request/s and Required Findings for Each Request:

The Applicant is required to identify each applicable section of the Prince George's County Code from which a variance is being sought and to justify each required finding found in Section 27-230 of the Zoning Ordinance or Section 25-119 of the Woodland and Wildlife Habitat Conservation Ordinance based on the specific circumstances special to the subject property that sets it apart from other similarly-situated properties. There are no zoning variances required for the proposed development. The site is exempt from Woodland Conservation requirements per the Letter of Exemption, receipt #4486, which expires March 1, 2013.

Modification Requests to the Central US 1 Corridor Sector Plan Development

District Standards:

- To provide a minimum front building out of 60% at the BTL, a front BTL of 0-34' and a side setback of 14'-22'. We are not proposing to expand the exterior dimensions of the existing building and therefore, cannot meet the 80% minimum front build-out requirement. Maintaining the existing structure, as is, with the reduced buildout, is in keeping with the existing architectural character of the adjacent residential properties along Yale Avenue and the residential portion of the Neighborhood. Also, utilizing the existing structure is in keeping with green design principles. The reduced front build-to line of 34' and the side setback lines

of 14' and 22' represent the existing building conditions which are to remain. As noted above, maintaining the existing structure is more in keeping with the neighborhood character as well as green design.

- To provide 1.2 parking spaces per unit on the subject property. The existing parking lot on site contains 12 parking spaces while only 10 are permitted. This is a preexisting condition on site and should be allowed to be maintained. While there are only 10 total dwelling units proposed with this project, there will be beds enough for up to 40 students. The two additional spaces are needed to help address the parking needs of the residents of the building and to address the on-street parking concerns of the residents of the Neighborhood and the community due to the limited availability of on-street parking, in that the two additional spaces will provide the maximum possible parking on the subject site to alleviate on-street parking congestion.
- To provide multiple driveways along the primary frontage. There are two driveway entrances are pre-existing and are needed to allow safer and freer vehicular movement.
- To provide windows for 10% of the street facing façade. Approximately 10% of the existing structure on-site which is to remain, contains transparent windows as compared to the 20-70% that is required. It is not feasible to add additional windows without significant structural renovations. As noted above, maintaining the existing structure is in keeping with the neighborhood character as well as green design.
- To retain the existing impervious surfaces. Retaining the existing impervious surfaces in lieu of replacing them with pervious surfaces are required will prevent unnecessary earth disturbance. Since the parking lot is existing it would be extremely expensive and complex to demolish it and replace it with a pervious surface. In addition, removing the parking lot would cause over 5,000 square feet of disturbance which would require stormwater management. There is insufficient area on site to address stormwater and the current proposal has no proposed earth disturbance.
- To allow 7.6' of space between the face of curb and the private property line and

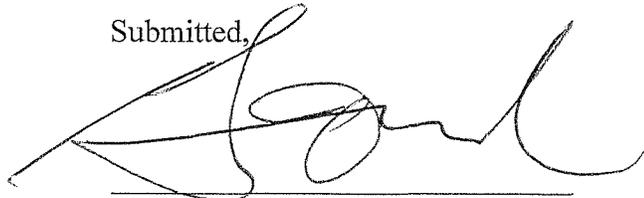
a 3' wide landscape strip. There is only 7.6' between the face of curb along Yale Avenue and the existing right-of-way line which is insufficient to meet the 12'-18' requirement. The existing landscape strip is only 3' wide which is insufficient to meet the 8'-12' requirement. The existing right-of-way width for Yale Avenue does not allow us to increase these dimensions and, since they represent the existing conditions, these dimensions should be permitted to remain. In addition, the existing sidewalk alignment is in keeping with the sidewalk alignment to the north and south of the subject site.

- To not require amenities within the public streetscape. There is insufficient room within the public right-of-way to provide amenities as required by the DDOZ. There are existing amenities on-site (including benches, a bike rack and trash receptacles) that are available to the residents and their guests.

Conclusion:

Based upon the particulars of foregoing Statement of Justification and the Detailed Site Plan submitted in DSP 11005, the Applicant proffers in conclusion that the subject application meets the requirements of the Zoning Ordinance in conjunction with modifications and variances requested herein and should be granted thereby reclassifying the subject property to the M-U-I Zone along with the approval of DSP 11005.

Submitted,



Gerard T. McDonough
8600 Snowden River Parkway, Suite 207
Columbia, Maryland 21045
Telephone: (410) 953-0222, Ext. 107
Direct Dial: (301) 752-1447
Facsimile: (401) 953-0222
Attorney for Applicant



LEED 2009 for New Construction and Major Renovations

Project Checklist

YALE HOUSE

#####

Sustainable Sites Possible Points: 26

Y	?	N			
Y			Prereq 1	Construction Activity Pollution Prevention	
Y			Credit 1	Site Selection	1
Y			Credit 2	Development Density and Community Connectivity	5
		N	Credit 3	Brownfield Redevelopment	1
Y			Credit 4.1	Alternative Transportation—Public Transportation Access	6
		N	Credit 4.2	Alternative Transportation—Bicycle Storage and Changing Rooms	1
		N	Credit 4.3	Alternative Transportation—Low-Emitting and Fuel-Efficient Vehicles	3
		N	Credit 4.4	Alternative Transportation—Parking Capacity	2
		N	Credit 5.1	Site Development—Protect or Restore Habitat	1
Y			Credit 5.2	Site Development—Maximize Open Space	1
		N	Credit 6.1	Stormwater Design—Quantity Control	1
		N	Credit 6.2	Stormwater Design—Quality Control	1
		N	Credit 7.1	Heat Island Effect—Non-roof	1
		N	Credit 7.2	Heat Island Effect—Roof	1
Y			Credit 8	Light Pollution Reduction	1

Water Efficiency Possible Points: 10

Y			Prereq 1	Water Use Reduction—20% Reduction	
Y			Credit 1	Water Efficient Landscaping	2 to 4
		N	Credit 2	Innovative Wastewater Technologies	2
Y			Credit 3	Water Use Reduction	2 to 4

Energy and Atmosphere Possible Points: 35

Y			Prereq 1	Fundamental Commissioning of Building Energy Systems	
Y			Prereq 2	Minimum Energy Performance	
Y			Prereq 3	Fundamental Refrigerant Management	
Y			Credit 1	Optimize Energy Performance	1 to 19
		N	Credit 2	On-Site Renewable Energy	1 to 7
		N	Credit 3	Enhanced Commissioning	2
		N	Credit 4	Enhanced Refrigerant Management	2
		N	Credit 5	Measurement and Verification	3
	M		Credit 6	Green Power	2

Materials and Resources Possible Points: 14

Y			Prereq 1	Storage and Collection of Recyclables	
Y			Credit 1.1	Building Reuse—Maintain Existing Walls, Floors, and Roof	1 to 3
Y			Credit 1.2	Building Reuse—Maintain 50% of Interior Non-Structural Elements	1
Y			Credit 2	Construction Waste Management	1 to 2
		N	Credit 3	Materials Reuse	1 to 2

Materials and Resources, Continued

Y	?	N			
		N	Credit 4	Recycled Content	1 to 2
Y			Credit 5	Regional Materials	1 to 2
Y			Credit 6	Rapidly Renewable Materials	1
		N	Credit 7	Certified Wood	1

Indoor Environmental Quality Possible Points: 15

Y			Prereq 1	Minimum Indoor Air Quality Performance	
Y			Prereq 2	Environmental Tobacco Smoke (ETS) Control	
		N	Credit 1	Outdoor Air Delivery Monitoring	1
Y			Credit 2	Increased Ventilation	1
Y			Credit 3.1	Construction IAQ Management Plan—During Construction	1
		N	Credit 3.2	Construction IAQ Management Plan—Before Occupancy	1
Y			Credit 4.1	Low-Emitting Materials—Adhesives and Sealants	1
Y			Credit 4.2	Low-Emitting Materials—Paints and Coatings	1
Y			Credit 4.3	Low-Emitting Materials—Flooring Systems	1
Y			Credit 4.4	Low-Emitting Materials—Composite Wood and Agrifiber Products	1
Y			Credit 5	Indoor Chemical and Pollutant Source Control	1
Y			Credit 6.1	Controllability of Systems—Lighting	1
Y			Credit 6.2	Controllability of Systems—Thermal Comfort	1
Y			Credit 7.1	Thermal Comfort—Design	1
Y			Credit 7.2	Thermal Comfort—Verification	1
Y			Credit 8.1	Daylight and Views—Daylight	1
Y			Credit 8.2	Daylight and Views—Views	1

Innovation and Design Process Possible Points: 6

Y			Credit 1.1	Innovation in Design: SITE SELECTION	1
Y			Credit 1.2	Innovation in Design: PUBLIC TRANSPORTATION ACCESS	1
Y			Credit 1.3	Innovation in Design: Specific Title	1
Y			Credit 1.4	Innovation in Design: Specific Title	1
Y			Credit 1.5	Innovation in Design: Specific Title	1
Y			Credit 2	LEED Accredited Professional	1

Regional Priority Credits Possible Points: 4

		N	Credit 1.1	Regional Priority: Specific Credit	1
		N	Credit 1.2	Regional Priority: Specific Credit	1
		N	Credit 1.3	Regional Priority: Specific Credit	1
		N	Credit 1.4	Regional Priority: Specific Credit	1

Total Possible Points: 110

Certified 40 to 49 points Silver 50 to 59 points Gold 60 to 79 points Platinum 80 to 110



LEED 2009 for New Construction and Major Renovations
Project Checklist

YALE HOUSE
11/5/2012

5 0 9

Sustainable Sites

Possible Points: 14

Y	?	N	d/c
Y			
1			
1			
		1	
1			
		1	
		1	
		1	
		1	
1			
		1	
		1	
		1	
		1	
1			

- c Prereq 1 Construction Activity Pollution Prevention
- d Credit 1 Site Selection 1
- d Credit 2 Development Density and Community Connectivity 5
- d Credit 3 Brownfield Redevelopment
- d Credit 4.1 Alternative Transportation—Public Transportation Access 6
- d Credit 4.2 Alternative Transportation—Bicycle Storage and Changing Rooms
- d Credit 4.3 Alternative Transportation—Low-Emitting and Fuel-Efficient Vehicles
- d Credit 4.4 Alternative Transportation—Parking Capacity
- c Credit 5.1 Site Development—Protect or Restore Habitat
- d Credit 5.2 Site Development—Maximize Open Space 1
- d Credit 6.1 Stormwater Design—Quantity Control
- d Credit 6.2 Stormwater Design—Quality Control
- c Credit 7.1 Heat Island Effect—Non-roof
- d Credit 7.2 Heat Island Effect—Roof
- d Credit 8 Light Pollution Reduction 1

Notes:

0 0 0

Water Efficiency

Possible Points: 6

Y	?	N	d/c
Y			
Y			
		N	
Y			

- d Prereq 1 Water Use Reduction—20% Reduction
- d Credit 1 Water Efficient Landscaping
 - Reduce by 50%
 - Y No Potable Water Use or Irrigation 4
- d Credit 2 Innovative Wastewater Technologies
- d Credit 3 Water Use Reduction
 - Y Reduce by 30% 2
 - Reduce by 35%
 - Reduce by 40%

Notes:

1 1 4

Energy and Atmosphere

Possible Points: 4

Y	?	N	d/c
Y			
Y			
Y			
1			

- c Prereq 1 Fundamental Commissioning of Building Energy Systems
- d Prereq 2 Minimum Energy Performance
- d Prereq 3 Fundamental Refrigerant Management
- d Credit 1 Optimize Energy Performance 4
 - Improve by 12% for New Buildings or 8% for Existing Building Renovations
 - Improve by 14% for New Buildings or 10% for Existing Building Renovations
 - Improve by 16% for New Buildings or 12% for Existing Building Renovations
 - 1 Improve by 18% for New Buildings or 14% for Existing Building Renovations
 - Improve by 20% for New Buildings or 16% for Existing Building Renovations
 - Improve by 22% for New Buildings or 18% for Existing Building Renovations
 - Improve by 24% for New Buildings or 20% for Existing Building Renovations
 - Improve by 26% for New Buildings or 22% for Existing Building Renovations
 - Improve by 28% for New Buildings or 24% for Existing Building Renovations
 - Improve by 30% for New Buildings or 26% for Existing Building Renovations
 - Improve by 32% for New Buildings or 28% for Existing Building Renovations
 - Improve by 34% for New Buildings or 30% for Existing Building Renovations
 - Improve by 36% for New Buildings or 32% for Existing Building Renovations
 - Improve by 38% for New Buildings or 34% for Existing Building Renovations
 - Improve by 40% for New Buildings or 36% for Existing Building Renovations
 - Improve by 42% for New Buildings or 38% for Existing Building Renovations
 - Improve by 44% for New Buildings or 40% for Existing Building Renovations
 - Improve by 46% for New Buildings or 42% for Existing Building Renovations
 - Improve by 48%+ for New Buildings or 44%+ for Existing Building Renovations
- d Credit 2 On-Site Renewable Energy
 - 1% Renewable Energy
 - 3% Renewable Energy
 - 5% Renewable Energy
 - 7% Renewable Energy
 - 9% Renewable Energy
 - 11% Renewable Energy
 - 13% Renewable Energy

Notes:

		1
		1
		1
	1	

- c Credit 3 Enhanced Commissioning
- d Credit 4 Enhanced Refrigerant Management
- c Credit 5 Measurement and Verification
- c Credit 6 Green Power

5	0	3
---	---	---

Materials and Resources

Possible Points: 7

Y	?	N
Y		
1		

- d Prereq 1 Storage and Collection of Recyclables
- c Credit 1.1 Building Reuse—Maintain Existing Walls, Floors, and Roof

1		

- Reuse 55%
- Reuse 75%
- Reuse 95%

3

1		
1		

- c Credit 1.2 Building Reuse—Maintain 50% of Interior Non-Structural Elements
- c Credit 2 Construction Waste Management

1

1		

- 50% Recycled or Salvaged
- 75% Recycled or Salvaged

1

		1
--	--	---

- c Credit 3 Materials Reuse

- Reuse 5%
- Reuse 10%

		1
--	--	---

- c Credit 4 Recycled Content

- 10% of Content
- 20% of Content

1		
---	--	--

- c Credit 5 Regional Materials

1		

- 10% of Materials
- 20% of Materials

1

1		
		1

- c Credit 6 Rapidly Renewable Materials
- c Credit 7 Certified Wood

1

Notes:

13	0	2
----	---	---

Indoor Environmental Quality

Possible Points: 13

Y	?	N
---	---	---

Y		
Y		

- d Prereq 1 Minimum Indoor Air Quality Performance
- d Prereq 2 Environmental Tobacco Smoke (ETS) Control

		1
--	--	---

- d Credit 1 Outdoor Air Delivery Monitoring

1		
---	--	--

- d Credit 2 Increased Ventilation

1

1		
---	--	--

- c Credit 3.1 Construction IAQ Management Plan—During Construction

1

		1
--	--	---

- c Credit 3.2 Construction IAQ Management Plan—Before Occupancy

1		
---	--	--

- c Credit 4.1 Low-Emitting Materials—Adhesives and Sealants

1

1		
---	--	--

- c Credit 4.2 Low-Emitting Materials—Paints and Coatings

1

1		
---	--	--

- c Credit 4.3 Low-Emitting Materials—Flooring Systems

1

1		
---	--	--

- c Credit 4.4 Low-Emitting Materials—Composite Wood and Agrifiber Products

1

1		
---	--	--

- d Credit 5 Indoor Chemical and Pollutant Source Control

1

1		
---	--	--

- d Credit 6.1 Controllability of Systems—Lighting

1

1		
---	--	--

- d Credit 6.2 Controllability of Systems—Thermal Comfort

1

1		
---	--	--

- d Credit 7.1 Thermal Comfort—Design

1

1		
---	--	--

- d Credit 7.2 Thermal Comfort—Verification

1

1		
---	--	--

- d Credit 8.1 Daylight and Views—Daylight

1

1		
---	--	--

- d Credit 8.2 Daylight and Views—Views

1

Notes:

6	0	0
---	---	---

Innovation and Design Process

Possible Points: 6

Y	?	N
---	---	---

1		
---	--	--

- d/C Credit 1.1 Innovation in Design: Specific Title

1

1		
---	--	--

- d/C Credit 1.2 Innovation in Design: Specific Title

1

1		
---	--	--

- d/C Credit 1.3 Innovation in Design: Specific Title

1

1		
---	--	--

- d/C Credit 1.4 Innovation in Design: Specific Title

1

1		
---	--	--

- d/C Credit 1.5 Innovation in Design: Specific Title

1

1		
---	--	--

- d/C Credit 2 LEED Accredited Professional

1

Notes:

0	0	4
---	---	---

Regional Priority Credits

Possible Points: 0

Y	?	N
---	---	---

		1
--	--	---

- d/C Credit 1.1 Regional Priority: Specific Credit

		1
--	--	---

- d/C Credit 1.2 Regional Priority: Specific Credit

		1
--	--	---

- d/C Credit 1.3 Regional Priority: Specific Credit

		1
--	--	---

- d/C Credit 1.4 Regional Priority: Specific Credit

Notes:

30	1	22
----	---	----

Total

Possible Points: 50

Certified 40 to 49 points Silver 50 to 59 points Gold 60 to 79 points Platinum 80 to 110

YALE HOUSE

DETAILED SITE PLAN

PRINCE GEORGE'S COUNTY, MARYLAND

GENERAL NOTES

- OWNER/APPLICANT: COLLEGE PARK INVESTMENTS LLC, ATTN: GARY EVANS
8600 SNOWDEN RIVER PARKWAY, SUITE 207
COLUMBIA, MD 21045
- EXISTING ZONING: R-1B (MULTIFAMILY MEDIUM DENSITY RESIDENTIAL)
- PROPOSED ZONING: M-U-1 (MIXED USE INFILL)
- TOTAL TRACT AREA: 11,007 SQ. FT. OR 0.25 AC.
- EXISTING USE: MULTI-FAMILY RESIDENTIAL (6 DWELLING UNITS)
- PROPOSED USE: MULTI-FAMILY RESIDENTIAL (10 DWELLING UNITS)
- TAX MAP/GRID/BLOCK/LOT: 33/CA/27/11 & 12
- PLANNING AREA: 66 SUBREGION II
- COUNCIL DISTRICT: 03
- W.S.S.C. 200 SHEET: 209 NE 04
- EX. WATER CATEGORY/SEWER CATEGORY: W-3/S-3
- TAX ACCOUNT NUMBER: 21-2365823
- EXISTING DU/A: 24
- PROPOSED DU/AC: 40
- EXISTING GROSS FLOOR AREA: 5,760 SF
- PROPOSED GROSS FLOOR AREA: 9,280 SF
- THERE IS NO PROPOSED SITE DISTURBANCE WITH THIS DETAILED SITE PLAN.
- THE SUBJECT PROPERTY IS LOCATED WITHIN THE DEVELOPED TIER.
- THIS PROPERTY IS LOCATED IN THE CITY OF COLLEGE PARK AND IS SUBJECT TO THE CENTRAL US 1 CORRIDOR SECTOR PLAN AND SECTIONAL MAP AMENDMENT - DEVELOPMENT DISTRICT OVERLAY ZONE (DDOZ).
- NATURAL FEATURES:
 - PER FEMA FIRM MAP #245208 0025 C THERE IS NO 100 YEAR FLOODPLAIN LOCATED ON THE SUBJECT PROPERTY.
 - THERE ARE NO WETLANDS LOCATED ON THIS PARCEL BASED ON FIELD VISITS CONDUCTED BY MORRIS & RITCHE ASSOCIATES, INC. (MRA) FEBRUARY 2011.
 - THERE ARE NO RARE, THREATENED, OR ENDANGERED SPECIES FOUND TO OCCUR ON THIS SITE.
 - DRAINAGE FROM THIS PROPERTY CONTRIBUTES TO THE NORTHWEST BRANCH WHICH FLOWS INTO THE ANACOSTIA RIVER.
 - THE ENTIRE PROPERTY IS COMPRISED OF BELTSVILLE-URBAN LAND COMPLEX SOIL, 0-5% SLOPES.
- THERE IS AN APPROVED STORMWATER MANAGEMENT CONCEPT, CASE NO. 8883-2011-00, WHICH STATES THAT, SINCE THERE IS LESS THAN 5,000 SQUARE FEET OF DISTURBANCE, THIS PROJECT IS EXEMPT FROM STORMWATER MANAGEMENT REQUIREMENTS. THE APPROVAL IS DATED JUNE 10, 2011 AND EXPIRES JUNE 10, 2014.
- THERE IS A WOODLAND CONSERVATION ORDINANCE LETTER OF EXEMPTION FOR THE SUBJECT PROPERTY, RECEIPT #4486, DATED MARCH 1, 2011 AND EXPIRES MARCH 1, 2013.
- THERE IS AN APPROVED NRI EQUVALENCY LETTER, NRI-EL-005-2011, DATED APRIL 12, 2011 WHICH EXPIRES APRIL 12, 2016.
- THE EXISTING STRUCTURE, TO REMAIN, IS CURRENTLY SERVICED BY PUBLIC WATER AND PUBLIC SEWER.
- TOPOGRAPHY & BOUNDARY INFORMATION SHOWN HEREON IS DIGITIZED FROM APPROVED PERMIT PLANS 39159-2007-06 & 10505-2008-CE AND IS SUPPLEMENTED WITH FIELD SURVEY DATA, COLLECTED JANUARY 2011 AND MAY 2011.
- EXISTING TREE CANOPY SHOWN IS PER AERIAL IMAGES FROM GOOGLE IMAGES.

LEGEND

- EX. 1' CONTOUR
- EX. 2' CONTOUR
- EX. 10' CONTOUR
- EX. RIGHT-OF-WAY
- EX. PROPERTY LINE
- EX. ADJ. PROPERTY LINE
- EX. BUILDING SETBACK
- EX. ZONING LINE
- EX. CONCRETE
- EX. CURB
- EX. PAVEMENT
- EX. FENCE
- EX. WALL
- EX. TREE CANOPY
- EX. SHRUBS
- EX. 15-25% SLOPES
- EX. 25%+ SLOPES
- EX. WATER MAIN
- EX. SANITARY SEWER
- EX. GAS LINE
- EX. OVERHEAD LINE

ZONING NOTES - M-U-1 ZONE

- EXISTING USE:
 - 1 UNIT (3 TOTAL BEDS)
 - 2 BEDROOM UNITS (3 BEDS)
 - 2 BEDROOM UNITS (4 BEDS)
 - PROPOSED USE:
 - 1 BEDROOM UNITS (3 BEDS)
 - 2 BEDROOM UNITS (3 BEDS)
 - 2 BEDROOM UNITS (4 BEDS)
- PER SECTION 27-540.18 OF THE PRINCE GEORGE'S COUNTY ZONING CODE:
- ALLOWED: 48 DWELLING UNITS PER ACRE
 - PROVIDED: 40 DWELLING UNITS PER ACRE

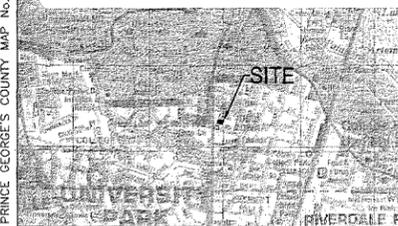
PER SECTION 27-540.18 OF THE PRINCE GEORGE'S COUNTY ZONING CODE:

- ALLOWED: 48 DWELLING UNITS PER ACRE
- PROVIDED: 40 DWELLING UNITS PER ACRE

SHEET INDEX

1	EXISTING CONDITIONS
2	APPROVAL
3	SITE PLAN
4	CIRCULATION PLAN
5	LANDSCAPE PLAN & DETAILS
6	EXISTING ARCHITECTURAL ELEVATIONS
7	EXISTING ARCHITECTURAL UNIT PLANS
8	PROPOSED ARCHITECTURE

COPYRIGHT © THE MAP PEOPLE PERMITTED USE BY PROJECT 33/CA/27/11 & 12 PRINCE GEORGE'S COUNTY MAP NO. 7: GRID D12



VICINITY MAP
SCALE: 1" = 2,000'

EXISTING ON-SITE TREE LIST

NO.	SCIENTIFIC NAME	COMMON NAME	DBH	CONDITION
1	ULMUS AMERICANA	AMERICAN ELM	15.5"	POOR
2	ULMUS AMERICANA	AMERICAN ELM	8.0"	FAIR
3	MORUS ALBA	COMMON MULBERRY	10.5"	FAIR
4	MORUS ALBA	COMMON MULBERRY	8.4"	FAIR
5	PRUNUS SEROTINA	BLACK CHERRY	1.5"	POOR
6	FRAXINUS QUADRANGULATA	BLUE ASH	1.8"	GOOD
7	ULMUS AMERICANA	AMERICAN ELM	8.0"	FAIR
8	ULMUS AMERICANA	AMERICAN ELM	2.6"	FAIR
9	CELTIS OCCIDENTALIS	COMMON HACKBERRY	13.8"	FAIR
10	CATALPA BIGNONOIDES	SOUTHERN CATALPA	23.5"	FAIR
11	ULMUS AMERICANA	AMERICAN ELM	5.8"	FAIR

INVASIVE - TO BE REMOVED
INVASIVE - TO BE REMOVED

PURPOSE NOTE

- THE PURPOSE OF THIS DETAILED SITE PLAN IS:
- TO OBTAIN PRINCE GEORGE'S COUNTY PLANNING DEPARTMENT APPROVAL OF SITE IMPROVEMENTS ALREADY CONSTRUCTED ON SITE, AS DIRECTED BY MNCPPC PERMIT REVIEW SECTION.
 - THE FOLLOWING IMPROVEMENTS WERE CONSTRUCTED UNDER APPROVED PERMITS:
 - 3' RETAINING WALL (PERMIT #39159-2007-06)
 - FRONT PORCH/CANOPY (PERMIT #43416-2007-CE)
 - ROOF REPLACEMENT (PERMIT #10505-2008-CE)
 - THE FOLLOWING IMPROVEMENTS, WERE CONSTRUCTED AND APPROVED PERMITS ARE PENDING APPROVAL OF THIS DETAILED SITE PLAN:
 - ADDITIONAL DRIVEWAY ENTRANCE ALONG YALE AVENUE ON THE SOUTH SIDE OF PROPERTY (15552-2008-CG - INACTIVE; 6848-2010-CGW)
 - THERE IS AN EXISTING MEMORANDUM OF UNDERSTANDING FOR THE EXPANDED DRIVEWAY AND PARKING EXPANSION ALONG THE NORTH PROPERTY LINE, ADJACENT TO THE PARKING GARAGE.
 - TO REZONE THE PROPERTY FROM R-1B TO M-U-1 (MIXED USE INFILL).
 - TO OBTAIN APPROVAL TO INCREASE THE NUMBER OF APARTMENT UNITS IN THE EXISTING DWELLING BY FOUR (4) FOR A TOTAL OF TEN (10) APARTMENT UNITS.

M-NCPPC APPROVALS			
PROJECT NAME: 7302 YALE AVENUE		PROJECT NUMBER: DSP - 11005	
For Conditions of Approval see Site Plan Cover Sheet or Approval Sheet. The Revisions Listed Below Apply to this Sheet.			
Approval or Revision #	Approval Date	Reviewer's Signature	Certification Title

Scale 1" = 10' SHEET: DSP-01

MRA MORRIS & RITCHE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
14280 PARK CENTER DRIVE
LAUREL, MD 20707
(410) 792-9792 / (301) 776-1690
FAX: (410) 792-7395
MRA@GTA.COM
Copyright 2011 Morris & Ritchie Associates, Inc.

DETAILED SITE PLAN
YALE HOUSE

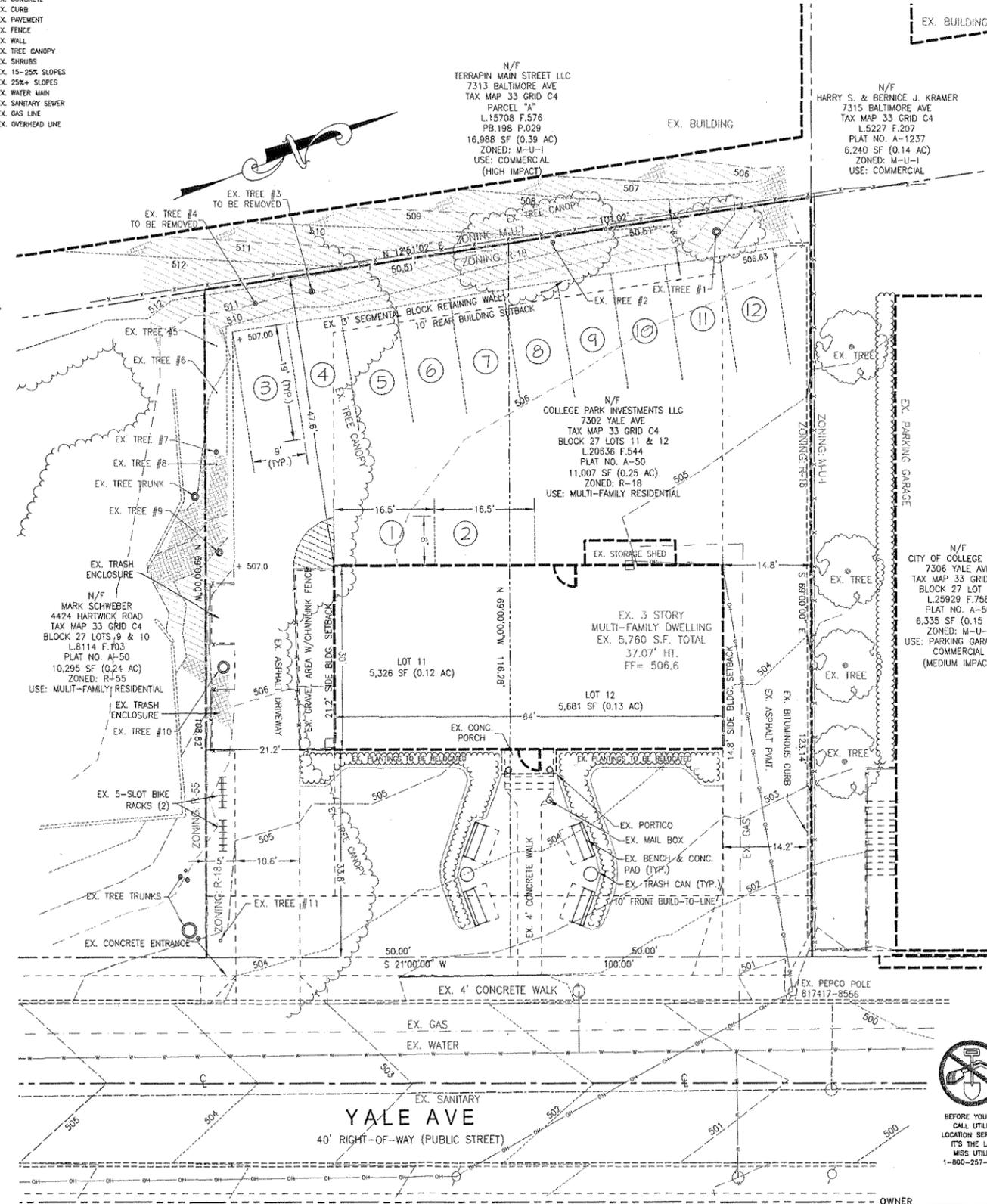
EXISTING CONDITIONS

TAX MAP 33 - GRID 4 ~ L. 20636 F.544 ~ PLAT NO. A-1237
7302 YALE AVENUE, CITY OF COLLEGE PARK
PRINCE GEORGE'S COUNTY, MARYLAND

DATE	REVISIONS	JOB NO.:	SCALE:
		17019	AS SHOWN

I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 29203, EXPIRATION DATE: 06/16/13.

DATE: 03/12/2013
DRAWN BY: CMG
DESIGN BY: CMG
REVIEW BY: TFM
SHEET: 1 OF 8

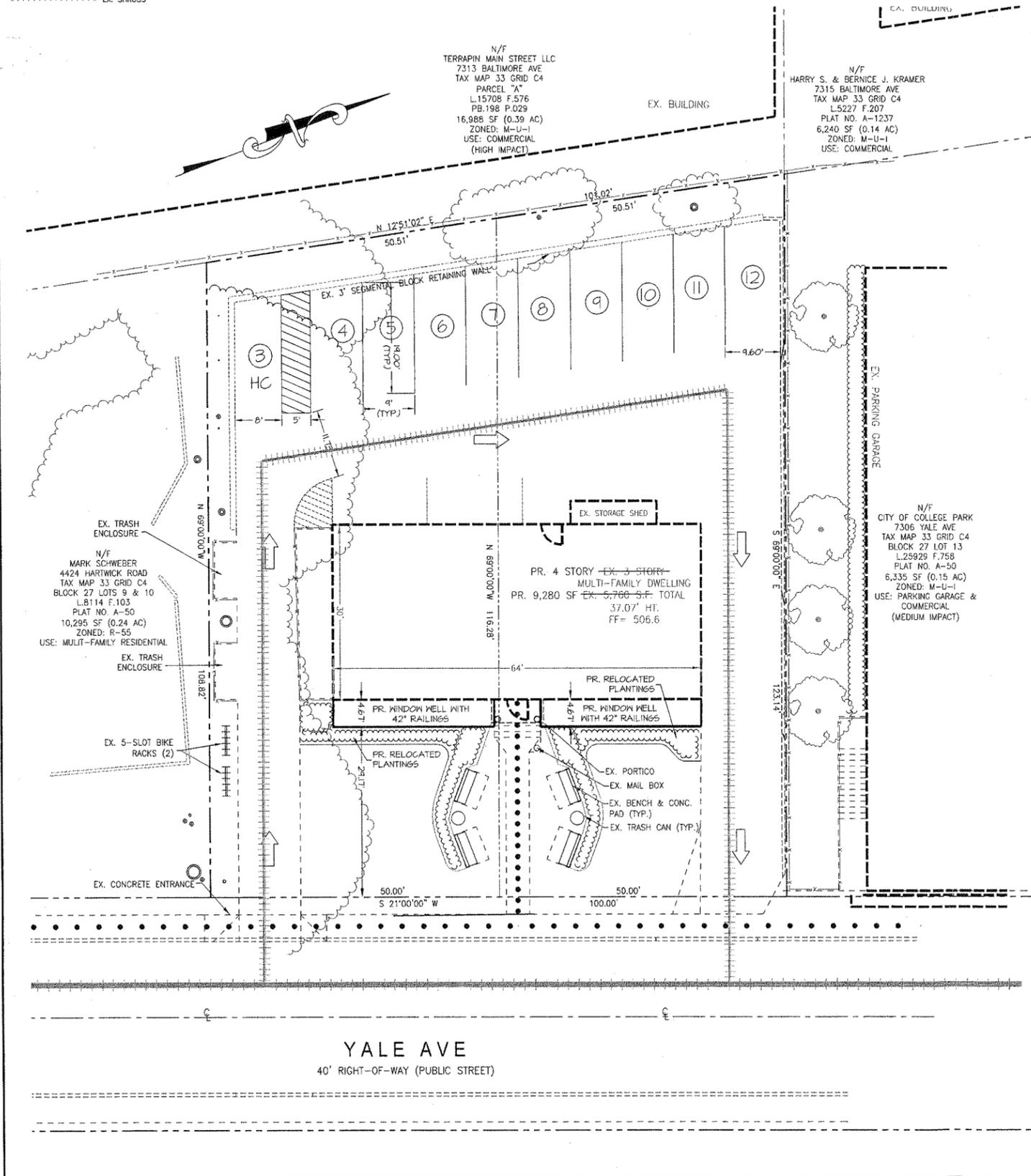


EXISTING CONDITIONS PLAN
SCALE: 1" = 10'

OWNER
COLLEGE PARK INVESTMENT LLC
8600 SNOWDEN RIVER PKWY
SUITE 207
COLUMBIA, MD 21045
ATTN: GARY EVANS

LEGEND

- EX. RIGHT-OF-WAY
- EX. PROPERTY LINE
- - - EX. ADJ. PROPERTY LINE
- EX. BUILDING
- - - EX. CONCRETE
- - - EX. CURB
- - - EX. PAVEMENT
- - - EX. FENCE
- - - EX. WALL
- - - EX. TREE CANOPY
- - - EX. SHRUBS
- PR. BUILDING
- PR. RELOCATED LANDSCAPING
- PR. TREE CANOPY TO REMAIN
- OFF-SITE VEHICULAR CIRCULATION
- ON-SITE VEHICULAR CIRCULATION
- ● ● ● ● OFF-SITE PEDESTRIAN CIRCULATION
- ● ● ● ● ON-SITE PEDESTRIAN CIRCULATION



M-NCPPC APPROVALS			
PROJECT NAME: 7302 YALE AVENUE			
PROJECT NUMBER: DSP - 11005			
For Conditions of Approval see Site Plan Cover Sheet or Approval Sheet The Revisions Listed Below Apply to This Sheet			
Approval or Revision #	Approval Date	Reviewer's Signature	Certification Date

Scale 1" = 10'

SHEET: DSP-04

MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
14280 PARK CENTER DRIVE
LAUREL, MD 20707
(410) 792-9792 / (301) 776-1690
FAX: (410) 792-7395
MIRAGTA.COM
Copyright 2011 Morris & Ritchie Associates, Inc.

DETAILED SITE PLAN
YALE HOUSE

CIRCULATION PLAN

TAX MAP 33 ~ GRID 4 ~ L. 20636 F.544 ~ PLAT NO. A-1237
7302 YALE AVENUE, CITY OF COLLEGE PARK
PRINCE GEORGE'S COUNTY, MARYLAND

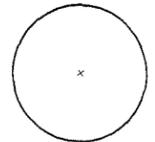
DATE	REVISIONS	JOB NO.: 17019
		SCALE: 1" = 10'
		DATE: 03/12/2013
		DRAWN BY: CMG
		DESIGN BY: CMG
		REVIEW BY: TFM
		SHEET: 4 OF 8

BEFORE YOU DIG
 CALL UTILITY
 LOCATION SERVICES
 IT'S THE LAW
 MISS UTILITY
 1-800-257-7777

OWNER
 COLLEGE PARK INVESTMENT LLC
 8600 SNOWDEN RIVER PKWY
 SUITE 207
 COLLINGBA, MD 21045
 ATTN: GARY EVANS

LEGEND

- EX. 1" CONTOUR
- EX. 2" CONTOUR
- EX. 10' CONTOUR
- EX. RIGHT-OF-WAY
- EX. PROPERTY LINE
- EX. ADJ. PROPERTY LINE
- EX. BUILDING SETBACK
- EX. BUILDING
- EX. CONCRETE
- EX. CURB
- EX. PAVEMENT
- EX. FENCE
- EX. WALL
- EX. TREE CANOPY
- EX. SHRUBS
- EX. WATER MAIN
- EX. SANITARY SEWER
- EX. GAS LINE
- EX. OVERHEAD LINE



- PR. SHADE TREE
- PR. BUILDING
- PR. RELOCATED LANDSCAPING
- PR. TREE CANOPY TO REMAIN

PLANT LIST

Yale House - Planting List

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	SPACING
AR	2	<i>Acer rubrum</i> 'October Glory'	October Glory Red Maple	2 1/2" - 3" cal	B&B	As Shown

LANDSCAPE REQUIREMENTS

CERTAIN LANDSCAPE MANUAL REQUIREMENTS, INCLUDING SECTIONS 4.3 AND 4.1, ARE SUPERCEDED BY THE DEVELOPMENT DISTRICT OVERLAY ZONE STANDARDS AND ARE, THEREFORE, NOT APPLICABLE.

SECTION 4.1 - RESIDENTIAL REQUIREMENTS:

- GENERAL PLAN DESIGNATION: DEVELOPED TIER (1 SHADE TREE/1,000 SF OF GREEN SPACE)
- GREEN SPACE PROVIDED: 2,675 SF
- NUMBER OF TREES REQUIRED: 3 SHADE TREES
- TOTAL NUMBER OF TREES PROVIDED: 2 SHADE TREES
7 EX. SHADE TREES (2.5+ DBH)

SECTION 4.9 - SUSTAINABLE LANDSPACING REQUIREMENTS:

- PERCENTAGE OF NATIVE PLANT MATERIAL REQUIRED IN EACH CATEGORY:
SHADE TREES: 3 x 50% = 2 NATIVE
- PERCENTAGE OF NATIVE PLANT MATERIAL PROVIDED IN EACH CATEGORY:
SHADE TREES: 3 NATIVE TREES = 100% NATIVE
- ARE INVASIVE SPECIES PROPOSED? NO
- ARE EXISTING INVASIVE SPECIES ON SITE IN AREAS THAT ARE TO REMAIN UNDISTURBED? YES
- IS A NOTE PROVIDED ON THE PLAN REQUIRING REMOVAL OF INVASIVE SPECIES PRIOR TO CERTIFICATION? YES
- ARE TREES PROPOSED TO BE PLANTED ON SLOPES GREATER THAN 3:1? NO

LANDSCAPE NOTES

- PLANT MATERIALS - THE LANDSCAPE CONTRACTOR SHALL FURNISH AND INSTALL AND/OR DIG, BALL, BURLAP, AND TRANSPORT ALL OF THE PLANT MATERIALS CALLED FOR ON THE DRAWINGS AND/OR LISTED IN THE PLANT SCHEDULE.
- PLANT STANDARDS - ALL PLANT MATERIALS SHALL BE EQUAL TO OR BETTER THAN THE REQUIREMENTS OF THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION, AS PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN (AAN). ALL PLANTS SHALL BE TYPICAL OF THEIR SPECIES AND VARIETY, SHALL HAVE A NORMAL HABIT OF GROWTH, AND SHALL BE FIRST QUALITY, SOUND, VIGOROUS, WELL-BRANCHED AND WITH HEALTHY, WELL-FURNISHED ROOT SYSTEMS. THEY SHALL BE FREE OF DISEASE, INSECT PESTS AND MECHANICAL INJURIES. (A) ALL PLANTS SHALL BE NURSERY GROWN AND SHALL HAVE BEEN GROWN UNDER THE SAME CLIMATIC CONDITIONS AS THE LOCATION OF THIS PROJECT FOR AT LEAST TWO YEARS BEFORE PLANTING. NEITHER HEEL-IN PLANTS FOR PLANTS FROM COLD STORAGE WILL BE ACCEPTED. (B) COLLECTED PLANTS FOR TRANSPLANTED TREES MAY BE CALLED FOR BY THE LANDSCAPE ARCHITECT AND USED, PROVIDED, HOWEVER, THAT LOCATIONS AND SOIL CONDITIONS WILL PERMIT PROPER BALLING.
- PLANT MEASUREMENTS - ALL PLANTS SHALL CONFORM TO THE MEASUREMENTS SPECIFIED IN THE PLANT SCHEDULE. (A) CALIPER MEASUREMENTS SHALL BE TAKEN SIX (6) INCHES ABOVE THE GROUND FOR TREES FOUR (4) INCH CALIPER. (B) MINIMUM BRANCHING HEIGHT FOR ALL SHADE TREES SHALL BE SIX (6) FEET. (C) MINIMUM SIZE FOR PLANTING SHADE TREES SHALL BE TWO AND ONE HALF TO THREE (2 1/2 - 3) INCHES CALIPER, TWELVE TO FOURTEEN (12 - 14) FEET IN HEIGHT, SIX TO EIGHT (6 - 8) FEET SPREAD.
- PLANTING METHODS - ALL PROPOSED PLANT MATERIAL ARE TO BE PLANTED IN ACCORDANCE WITH THE FOLLOWING PLANTING METHODS DURING THE PROPER SEASON AS DESCRIBED BELOW. (A) PLANTING SEASON - A PROFESSIONAL HORTICULTURALIST/NURSERYMAN SHALL BE CONSULTED TO DETERMINE THE PROPER TIME, BASED ON PLANT SPECIES AND WEATHER CONDITIONS, TO MOVE AND INSTALL PARTICULAR PLANT MATERIAL TO MINIMIZE STRESS TO THE PLANT. PLANTING OF DECIDUOUS MATERIAL MAY BE CONTINUED DURING THE WINTER MONTHS PROVIDED THERE IS NO FROST IN THE GROUND AND FROST-FREE TOP SOIL PLANTING MIXTURES ARE USED. (B) DIGGING - ALL PLANT MATERIAL SHALL BE DUG, BALLED AND BURLAPPED (B&B) OR BARE ROOT IN ACCORDANCE WITH AAS STANDARDS. (C) EXCAVATION OF PLANT PITS - THE LANDSCAPE CONTRACTOR SHALL EXCAVATE ALL PLANT PITS AS FOLLOWS: (1) ALL PITS SHALL BE GENERALLY CIRCULAR IN OUTLINE, WITH BOWL SHAPED SIDES. THE TREE PIT SHALL BE DEEP ENOUGH TO ALLOW ONE-EIGHTH (1/8) OF THE BALL TO BE ABOVE THE EXISTING GRADE. PLANTS SHALL REST ON UNDISTURBED EXISTING SOIL OR WELL COMPACTED BACKFILL. THE TREE PIT MUST BE A MINIMUM OF NINE (9) INCHES LARGER ON EVERY SIDE THAN THE BALL OF THE TREE. (2) STAKING, GUYING AND WRAPPING - SEE PLANTING DETAILS. (3) PLANT PRUNING, EDGING, AND MULCHING (1) EACH TREE SHALL BE PRUNED IN AN APPROPRIATE MANNER TO ITS PARTICULAR REQUIREMENTS, IN ACCORDANCE WITH ACCEPTED STANDARDS AND PRACTICES AS STATED IN ANSI STANDARDS AS200 FOR PRUNING. BROKEN OR BRUISED BRANCHES SHALL BE REMOVED WITH CLEAN CUTS MADE ON AN ANGLE FROM THE BARK RIDGE TO THE BRANCH COLLAR, NO FLUSH CUTS, TO MINIMIZE THE AREA CUT. ALL CUTS SHALL BE MADE WITH SHARP TOOLS. TRIM ALL EDGES SMOOTH. NO TREE WOUND DRESSINGS SHALL BE APPLIED. (2) ALL TRENGES AND SHOULDER BEDS SHALL BE EDGED AND CULTIVATED TO THE LINES SHOWN ON THE DRAWINGS. THE AREAS AROUND ISOLATED PLANTS SHALL BE EDGED AND CULTIVATED TO THE FULL DIAMETER OF THE PIT. (3) AFTER CULTIVATION ALL PLANT MATERIAL SHALL BE MULCHED WITH TWO TO THREE (2 - 3) INCH LAYER OF TAN BARK, PEAT MOSS, OR ANOTHER APPROVED MATERIAL OVER THE ENTIRE AREA OF THE BED OR SAUCER.
- RELOCATED PLANTS - ALL PLANTS THAT ARE TO BE RELOCATED (AS SHOWN ON THE PLANS) SHALL BE REMOVED AND STORED DURING CONSTRUCTION OF BASEMENT AND WINDOW WELLS. AT COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL REINSTALL THE PLANT MATERIAL IN THE LOCATIONS SHOWN ON THE PLANS. ANY PLANT MATERIAL THAT DOES NOT SURVIVE SHALL BE REPLACED IN KIND BY THE CONTRACTOR.
- INVASIVE SPECIES - CONTRACTOR SHALL REMOVE ALL EXISTING INVASIVE SPECIES ON SITE PRIOR TO CERTIFICATION IN ACCORDANCE WITH SECTION 15 - CERTIFICATION OF INSTALLATION OF PLANT MATERIAL.

Worksheet for Calculating Tree Cover Credit

Category	Credit per Tree Based on Size at Planting (in square feet)	Number of Trees	Total Credit
Deciduous - columnar tree (50' or less height)	1-1 1/2" = 40 2-2 1/2" = 50 3-3 1/2" = 75		0
Deciduous - small ornamental tree (20' or less height with equal spread)	1-1 1/2" = 75 2-2 1/2" = 100 3-3 1/2" = 125		0
Deciduous - medium shade tree (25-50' height with equal spread or greater; and over 50' height with less spread than height)	1-1 1/2" = 125 2-2 1/2" = 150 3-3 1/2" = 175		0
Deciduous - large shade tree (50' and greater ht. with spread equal to or greater than ht.; and trees 75' or greater ht.)	1-1 1/2" = 150 2-2 1/2" = 200 3-3 1/2" = 250	2	400
Evergreen - columnar tree (less than 30' height with spread less than 15')	6-8" = 40 8-10" = 50 10-12" = 75		0
Evergreen - small tree (30-40' height with spread of 15-20')	6-8" = 75 8-10" = 100 10-12" = 125		0
Evergreen - medium tree (40-50' height with spread of 20-30')	6-8" = 125 8-10" = 150 10-12" = 175		0
Evergreen - large tree (50' height or greater with spread of over 30')	6-8" = 150 8-10" = 200 10-12" = 250		0
TOTAL NUMBER OF TREES		2	400
A. TOTAL SQUARE FOOTAGE IN PLANTED TREES =			400
B. TOTAL SQUARE FOOTAGE OF EXISTING TREES =			2,181
C. TOTAL TREE CANOPY COVERAGE PROVIDED =			2,581
D. TOTAL SQUARE FOOTAGE REQUIRED =			1,651

(manually enter any additional figures in these areas) NOTE: C should equal or exceed D.

COURTNEY GALIBER, RLA #3451
Prepared by: 3/1/2012
Date: 3/1/2012

EXISTING TREELINE USED TO CALCULATE TREE CANOPY COVERAGE AND SHOWN ON THIS PLAN IS PER AERIAL IMAGES OF THE SUBJECT PROPERTY OBTAINED FROM GOOGLE EARTH, FEBRUARY 2011.

M-NCPPC APPROVALS			
Approval or Review #	Approval Date	Reviewer's Signature	Certification Date

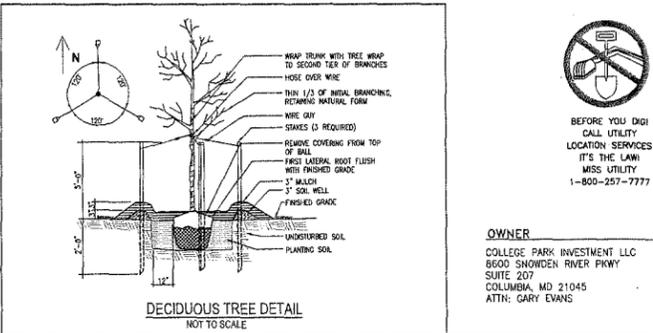
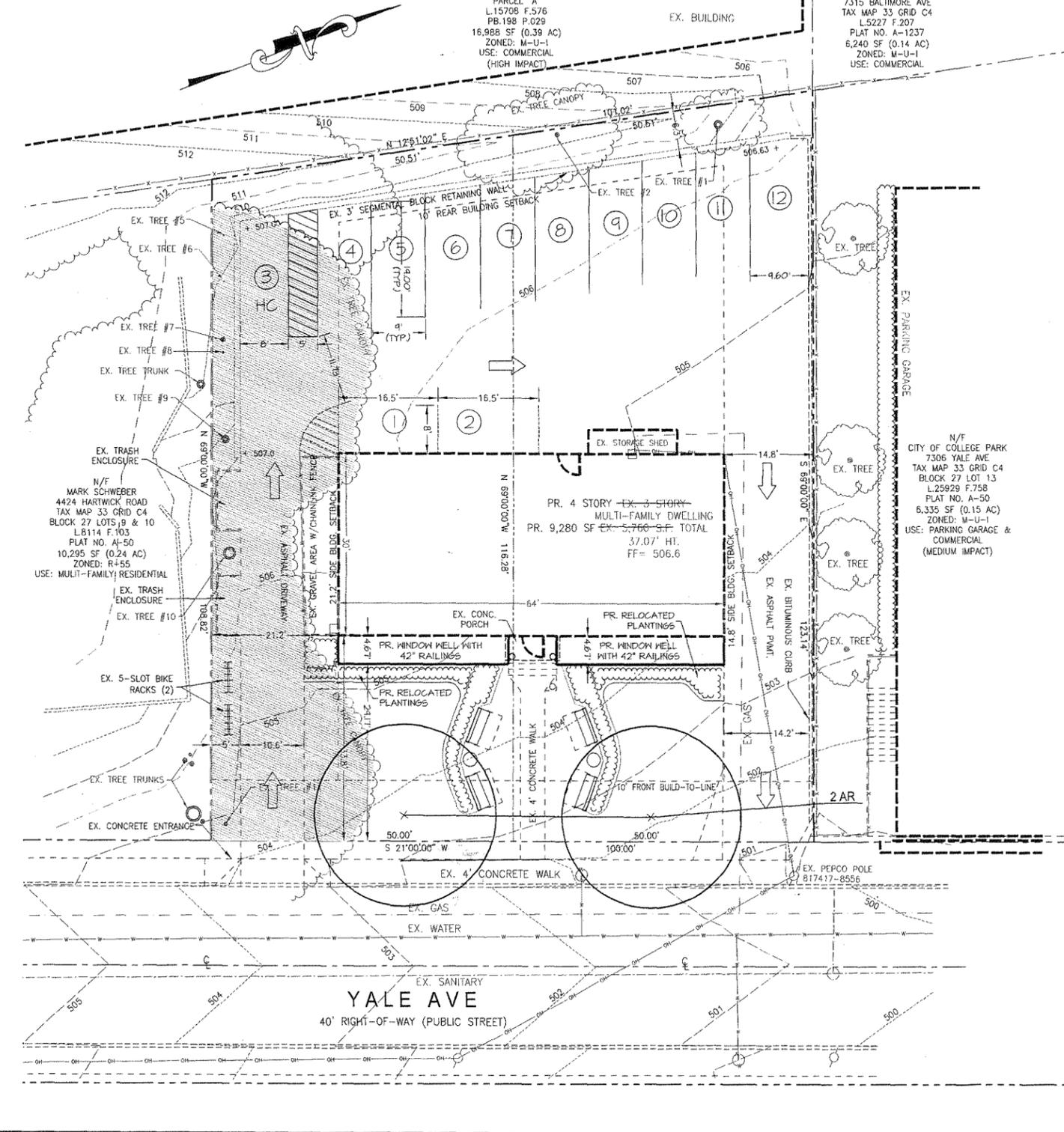
Scale 1" = 10'
SHEET: DSP-05

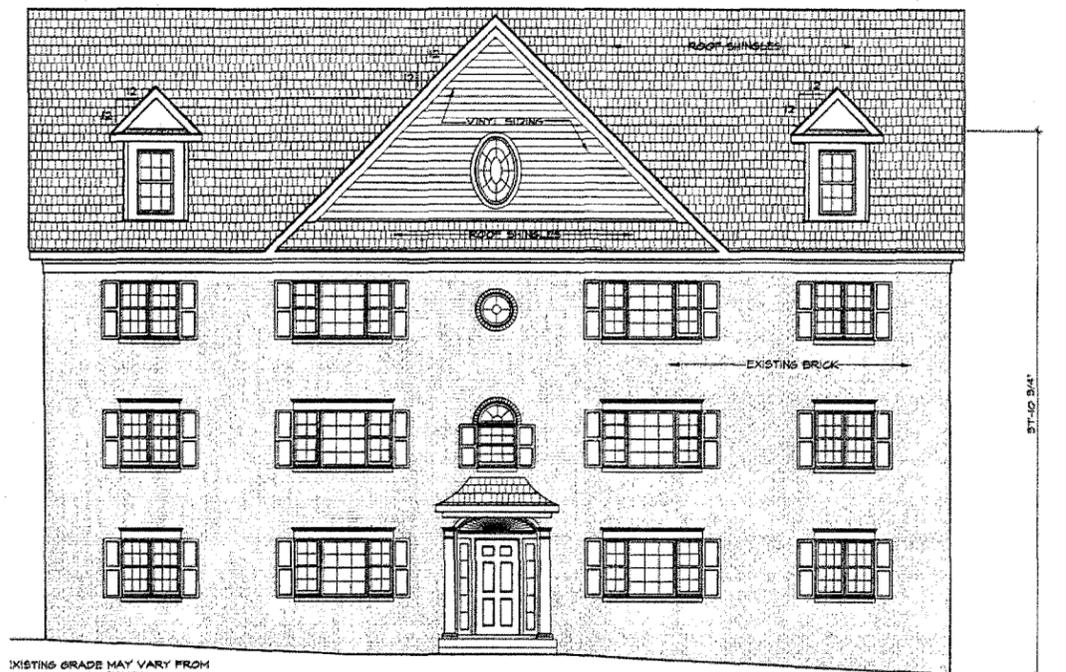
MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
14280 PARK CENTER DRIVE
LAUREL, MD 20707
(410) 792-9792 / (301) 776-1690
FAX: (410) 792-7395
MRAGTA.COM
Copyright 2011 Morris & Ritchie Associates, Inc.

DETAILED SITE PLAN
YALE HOUSE
LANDSCAPE PLAN
TAX MAP 33 ~ GRID 4 ~ L. 20636 F.544 ~ PLAT NO. A-1237
7302 YALE AVENUE, CITY OF COLLEGE PARK
PRINCE GEORGE'S COUNTY, MARYLAND

DATE	REVISIONS	JOB NO.:
		17019
		SCALE: 1" = 10'
		DATE: 03/12/2013
		DRAWN BY: CMG
		DESIGN BY: CMG
		REVIEW BY: TFM
		SHEET: 5 OF 8

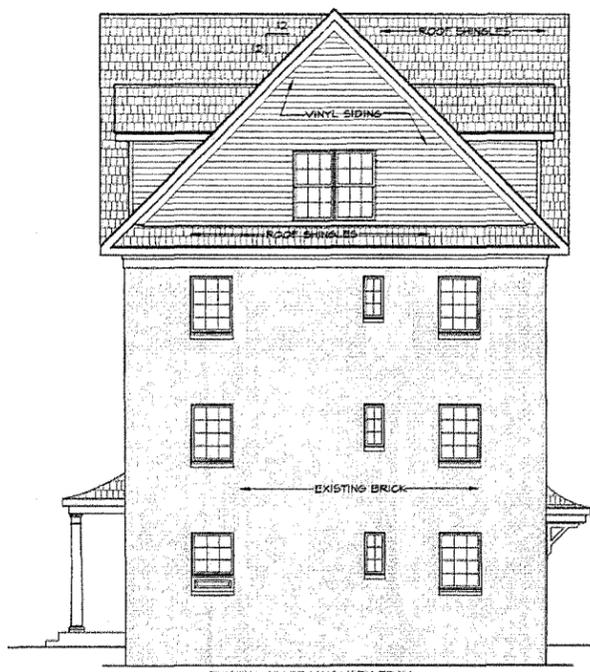
DSP-11005





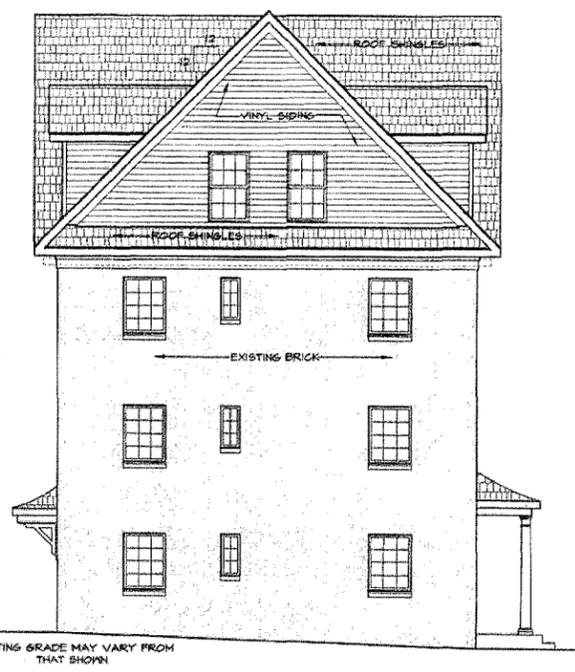
EXISTING GRADE MAY VARY FROM THAT SHOWN

EXISTING FRONT ELEVATION
NOT TO SCALE



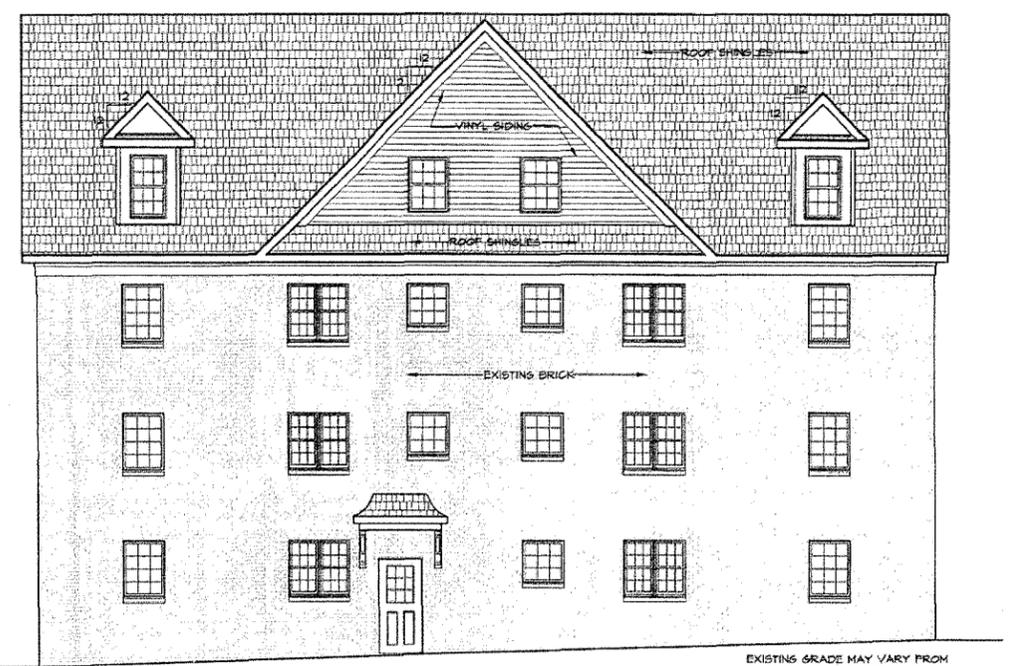
EXISTING GRADE MAY VARY FROM THAT SHOWN

EXISTING SIDE (NORTH) ELEVATION
NOT TO SCALE



EXISTING GRADE MAY VARY FROM THAT SHOWN

EXISTING SIDE (SOUTH) ELEVATION
NOT TO SCALE



EXISTING GRADE MAY VARY FROM THAT SHOWN

EXISTING REAR ELEVATION
NOT TO SCALE

M-NCPPC APPROVALS			
PROJECT NAME: 7302 YALE AVENUE			
PROJECT NUMBER: DSP - 11005			
For Conditions of Approval see the Plan Cover Sheet or Approval Sheet The following listed shall apply to this sheet:			
Approval or Action #	Approval Date	Reviewer's Signature	Expiration Date



MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
14280 PARK CENTER DRIVE
LAUREL, MD 20707
(410) 792-9792 / (301) 776-1690
FAX: (410) 792-7395
MRA@TA.COM
Copyright 2011 Morris & Ritchie Associates, Inc.

DETAILED SITE PLAN
YALE HOUSE
EXISTING ARCHITECTURAL ELEVATIONS

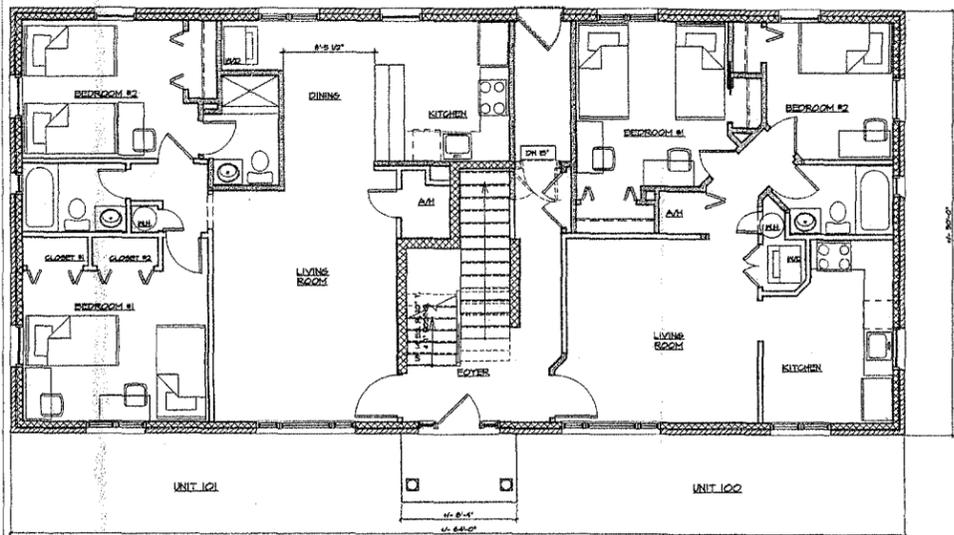
TAX MAP 33 ~ GRID 4 ~ L 20836 F.544 ~ PLAT NO. A-1237
7302 YALE AVENUE, CITY OF COLLEGE PARK
PRINCE GEORGE'S COUNTY, MARYLAND

OWNER
COLLEGE PARK INVESTMENT LLC
8800 SNOWDEN RIVER PKWY
SUITE 207
COLUMBIA, MD 21045
ATTN: GARY EVANS

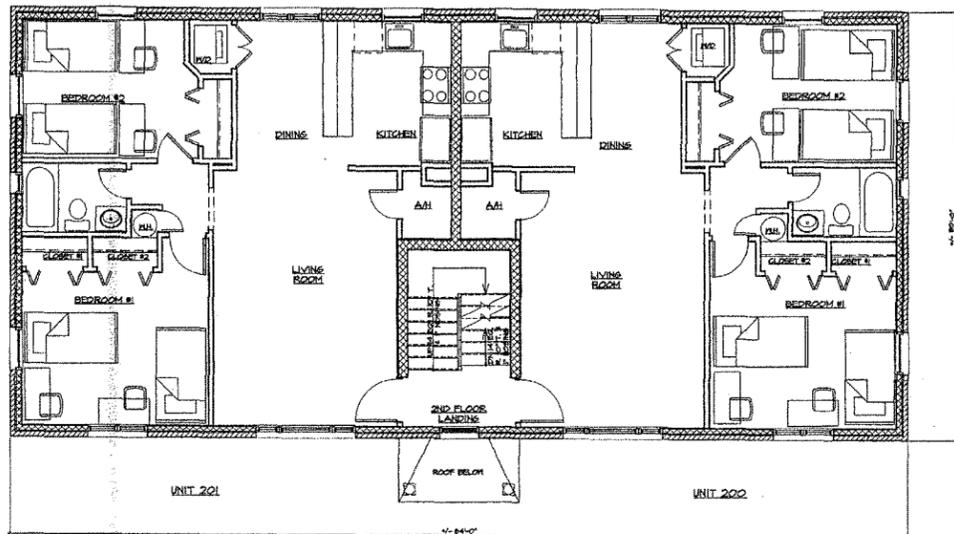
MD PROFESSIONAL CERTIFICATION
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 25203, EXPIRATION DATE: 06/16/13.

DATE	REVISIONS	JOB NO.: 17019
		SCALE: AS SHOWN
		DATE: 03/12/2013
		DRAWN BY: CMG
		DESIGN BY: CMG
		REVIEW BY: TFM
		SHEET: 6 OF 8

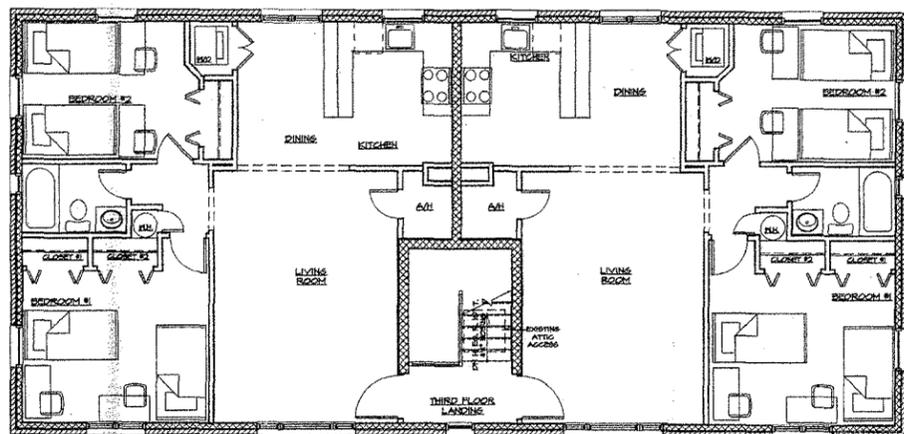
SHEET: DSP-06



EXISTING FIRST FLOOR UNITS
NOT TO SCALE



EXISTING SECOND FLOOR UNITS
NOT TO SCALE



EXISTING THIRD FLOOR UNITS
NOT TO SCALE

M-NCPPC APPROVALS			
PROJECT NAME: 7302 YALE AVENUE			
PROJECT NUMBER: DSP - 11005			
For Conditions of Approval see Site Plan Cover Sheet or Approval Sheet The Conditions Listed Below Apply to this Sheet			
Approval or Revision #	Approval Date	Reviewer's Signature	Certification Date


BEFORE YOU DIG!
CALL UTILITY
LOCATION SERVICES
IT'S THE LAW!
MISS UTILITY
1-800-257-7777

SHEET: DSP-07

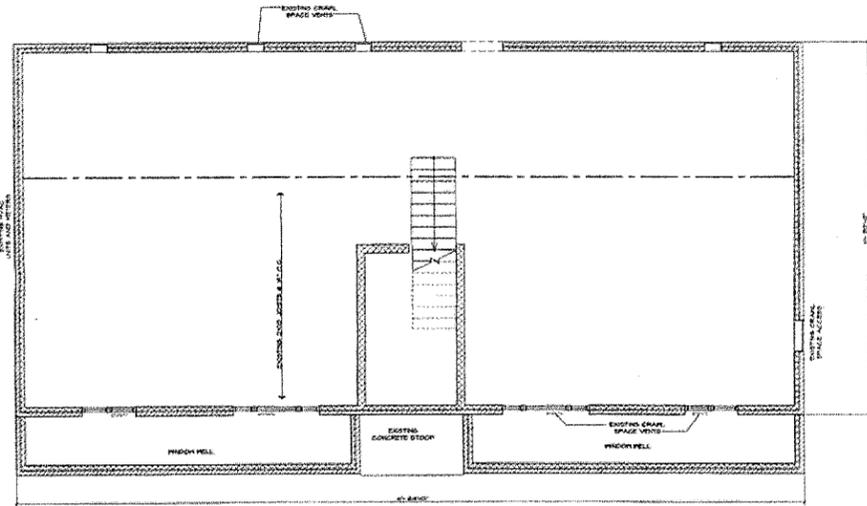
MRA
MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
14280 PARK CENTER DRIVE
LAUREL, MD 20707
(410) 792-9792 / (301) 776-1690
FAX: (410) 792-7395
MRAGTA.COM
Copyright 2011 Morris & Ritchie Associates, Inc.

DETAILED SITE PLAN
YALE HOUSE
EXISTING ARCHITECTURAL UNIT PLANS
TAX MAP 33 ~ GRID 4 ~ L. 20636 F.544 ~ PLAT NO. A-1237
7302 YALE AVENUE, CITY OF COLLEGE PARK
PRINCE GEORGE'S COUNTY, MARYLAND

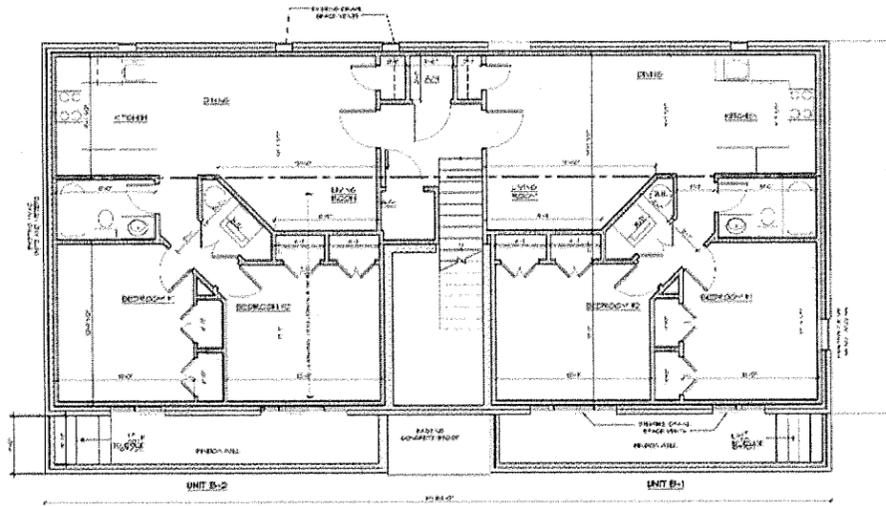
OWNER
COLLEGE PARK INVESTMENT LLC
8600 SNOWDEN RIVER PKWY
SUITE 207
COLUMBIA, MD 21045
ATTN: GARY EVANS

DATE	REVISIONS	JOB NO.: 17019
		SCALE: AS SHOWN
		DATE: 03/12/2013
		DRAWN BY: CMG
		DESIGN BY: CMG
		REVIEW BY: TFM
		SHEET: 7 OF 8

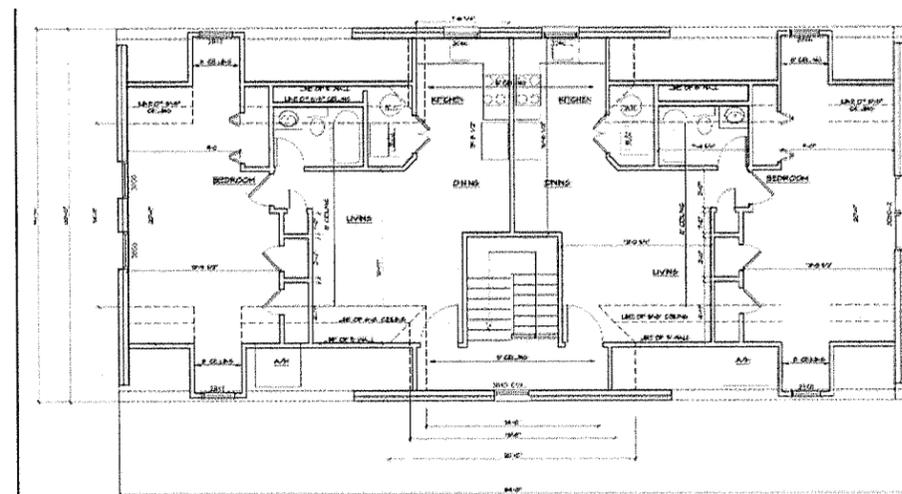
MD PROFESSIONAL
CERTIFICATION
I HEREBY CERTIFY THAT THESE
DOCUMENTS WERE PREPARED
OR APPROVED BY ME, AND
THAT I AM A DULY LICENSED
PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE
STATE OF MARYLAND, LICENSE
NO. 29203, EXPIRATION DATE:
06/16/13.



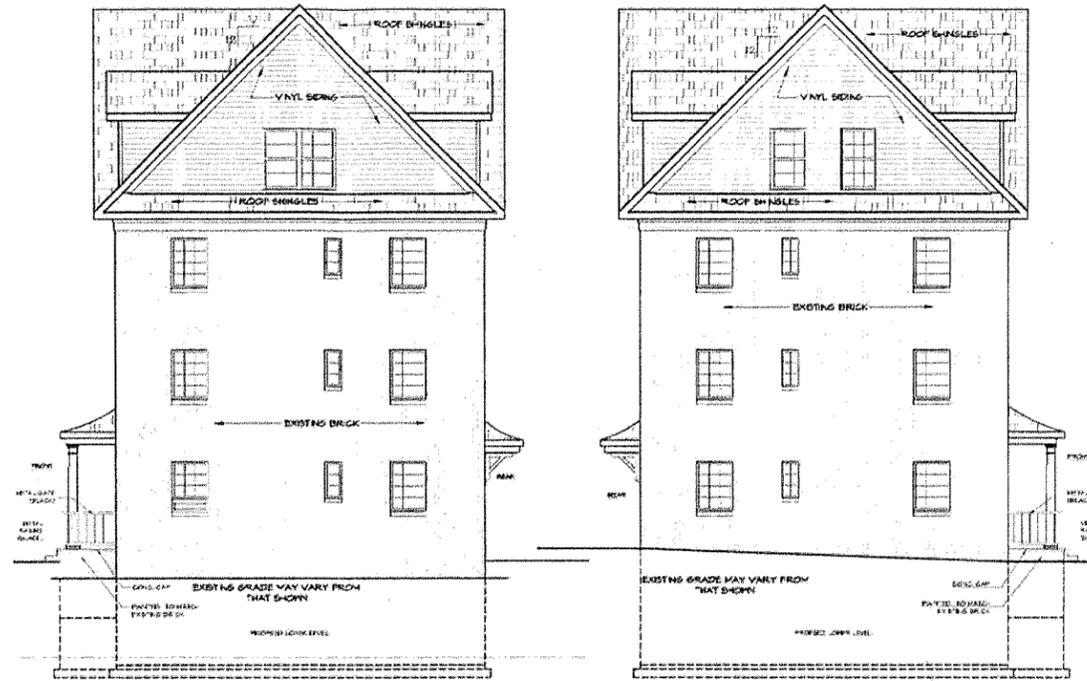
PROPOSED FOUNDATION PLAN
NOT TO SCALE



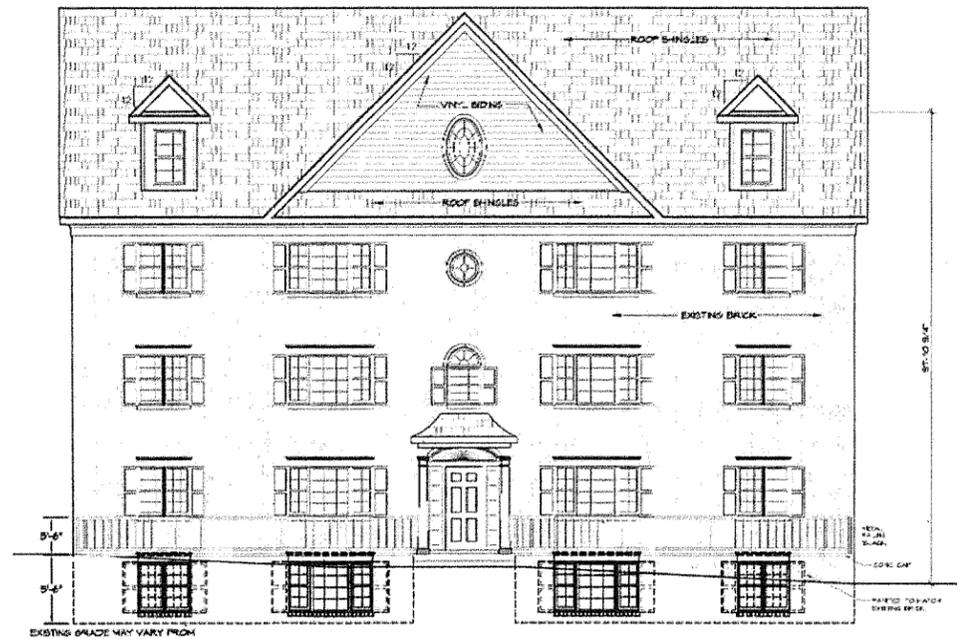
PROPOSED BASEMENT UNITS
NOT TO SCALE



PROPOSED ATTIC UNITS
NOT TO SCALE



PROPOSED SIDE ELEVATIONS & SECTIONS
NOT TO SCALE



PROPOSED FRONT ELEVATION
NOT TO SCALE



M-NCPPC APPROVALS			
PROJECT NAME: 7302 YALE AVENUE			
PROJECT NUMBER: DSP - 11005			
For Conditions of Approval on Site Plan Cover Sheet or Approval Sheet The Sections Listed Below Apply to This Sheet			
Approval or Revision #	Approval Date	Reviewer's Signature	Confirmation Date



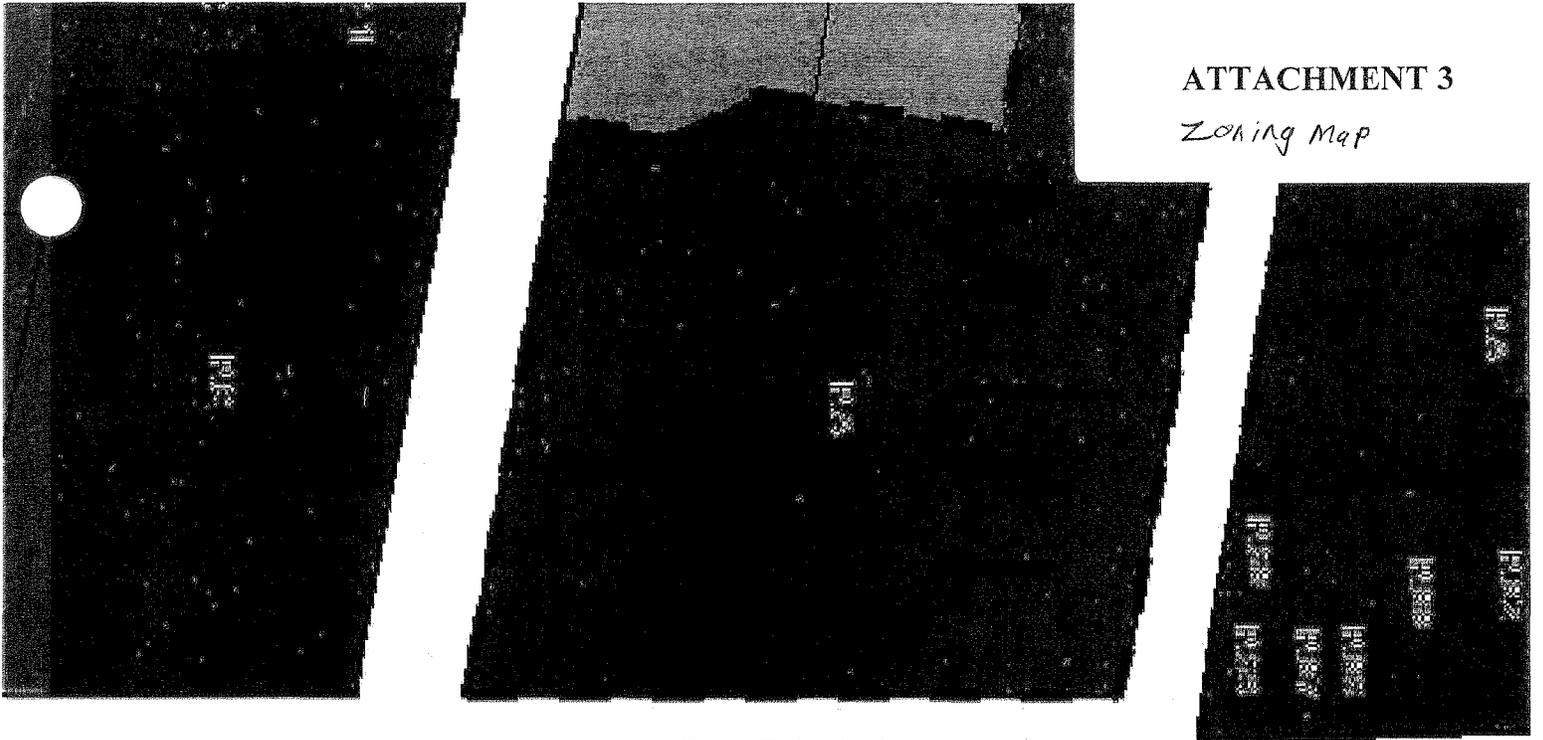
MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
14280 PARK CENTER DRIVE
LAUREL, MD 20707
(410) 792-9792 / (301) 776-1690
FAX: (410) 792-7395
MRAGTA.COM
Copyright © 2011 Morris & Ritchie Associates, Inc.

DETAILED SITE PLAN
YALE HOUSE
PROPOSED ARCHITECTURE
TAX MAP 33 ~ GRID 4 ~ L 20836 F.544 ~ PLAT NO. A-1237
7302 YALE AVENUE, CITY OF COLLEGE PARK
PRINCE GEORGE'S COUNTY, MARYLAND

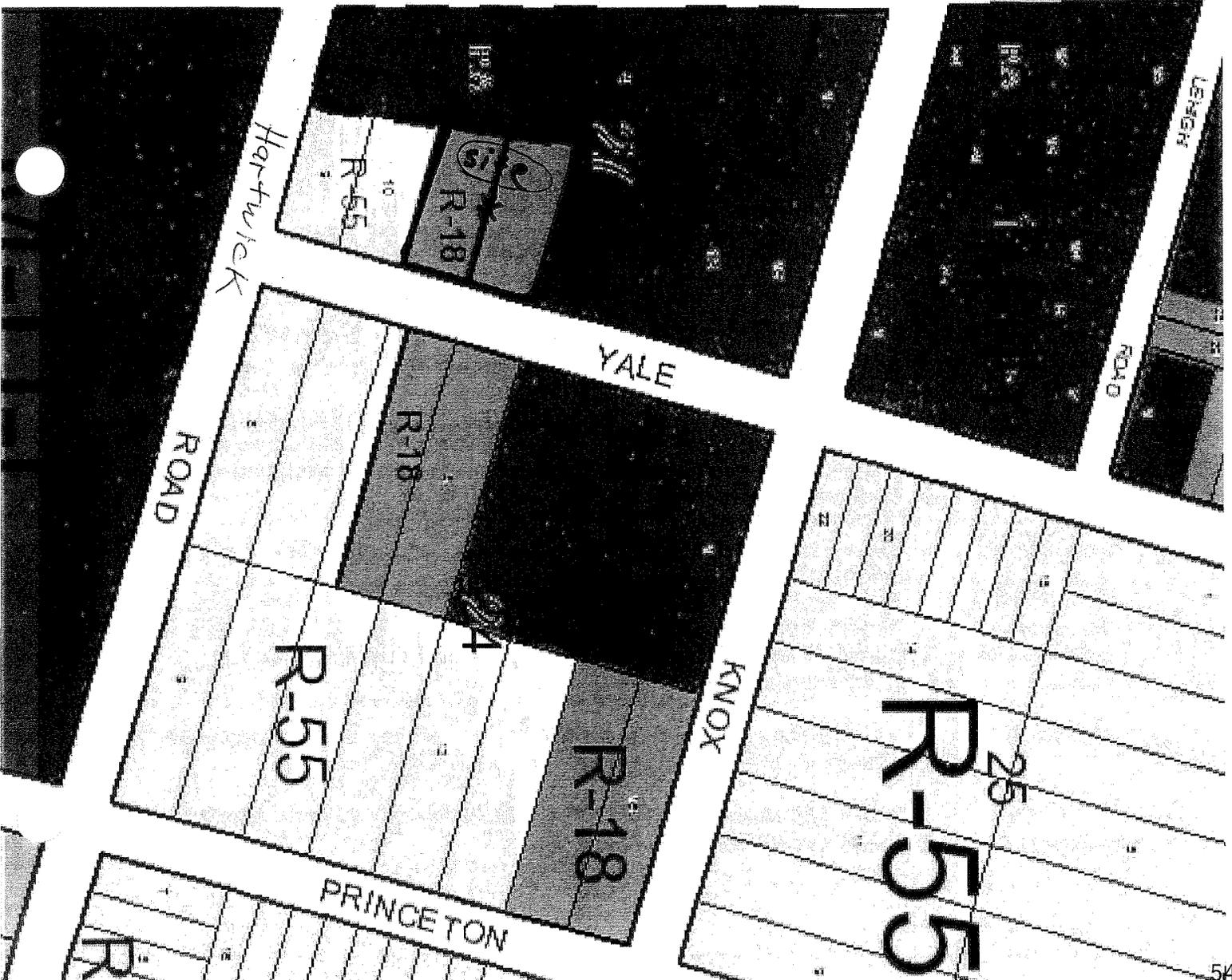
MD PROFESSIONAL CERTIFICATION	DATE	REVISIONS	JOB NO.: 17019
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DAILY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 28203, EXPIRATION DATE: 05/16/13.			SCALE: AS SHOWN DATE: 03/12/2013 DRAWN BY: CMG DESIGN BY: CMG REVIEW BY: TFW
OWNER COLLEGE PARK INVESTMENT LLC 8800 SNOWDEN RIVER PKWY SUITE 207 COLUMBIA, MD 21045 ATTN: GARY EVANS			SHEET: 8 OF 8

ATTACHMENT 3

Zoning Map



BALTIMORE



Hartwick
ROAD

YALE
ROAD

LEMON
ROAD

ROAD

KNOX
ROAD

PRINCETON
ROAD

R-55

R-18

R-18

R-55

R-18

R-55

25

January 10, 2012

MEMORANDUM

TO: Jill Kosack, Urban Design Section
VIA: Whitney Chellis, Subdivision Section
FROM: Patrick Reidy, Subdivision Section
SUBJECT: Referral for Yale House, DSP-11005

The property is known as Lots 11 and 12, located on Tax Map 33 in Grid C-4, and is 11,007 square feet. Lots 11 and 12 were recorded in plat book A@50 on June 6, 1890. The boundary of the property as reflected on the site plan is consistent with the record plat. The property is improved with six multifamily units. All structures are to remain and four new multifamily units are being proposed within the existing building to create a total of ten multifamily units. No new gross floor area is being proposed.

Section 24-111 of the Subdivision Regulations provides for exemptions from the requirement of filing a preliminary plan of subdivision for lots with a record plat. Specifically, in this instance Lots 11 and 12 are subject to Section 24-111(c)(4) which provides:

- (c) **A final plat of subdivision approved prior to October 27, 1970, shall be resubdivided prior to the issuance of a building permit unless:**
- (4) **The development of more than five thousand (5,000) square feet of gross floor area, which constitutes at least ten percent (10%) of the total area of the site, has been constructed pursuant to a building permit issued on or before December 31, 1991.**

Lots 11 and 12 have a record plat recorded on June 6, 1890. Based on PGAtlas and the submitted site plan, it appears that the gross floor area of the existing buildings is more than ten percent of the total area of Lots 11 and 12. Based on the archive aerial photos of the site on PGAtlas, the apartment building has been in existence prior to 1991. The site is exempt from the requirement of filing a preliminary plan of subdivision under Section 24-111(c)(4) based on the existing conditions and structures of the site provided by information in the application and PG Atlas.

Plan Comments, sheet 1 should be revised to show the following, prior to certificate of approval:

1. Revise the plat reference on the drawing from "A-1237" to "A-50".

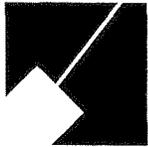
The DSP-11005 is in substantial conformance with the plat, if the above comments have been addressed. There are no other subdivision issues at this time.

June 4, 2012

Referral Request – Response

The Historic Preservation Section review of DSP-11005 Yale House found the subject DSP revised plans to add four dwelling units to the existing multi-family dwelling and validated existing site improvements will have no effect on identified Historic Sites, Resources, or Districts.

Cecelia Garcia Moore
Principal Planning Technician
Historic Preservation Section
301-952-3756



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Prince George's County Planning Department
Countywide Planning Division, Transportation Planning Section

(301) 952-3680
www.mncppc.org

August 15, 2012

MEMORANDUM

TO: Jill Kosack, Urban Design Section, Development Review Division

FROM: Tom Masog, Transportation Planning Section, Countywide Planning Division

SUBJECT: DSP-11005, Yale House

The Transportation Planning Section has reviewed the site plan noted above. The subject site consists of 0.25 acres of land in the R-18 Zone. It is within the development district overlay (D-D-O) of the *Approved Central US 1 Sector Plan and Sectional Map Amendment*. The site is located on the west side of Yale Avenue between its intersections with Knox Road and Hartwick Road. The site is developed with a six-unit multifamily building. The current site plan proposes the addition of four units in the attic and the basement of the existing building, and also proposes rezoning the site to the M-U-I Zone.

The plan was modified to include the rezoning request and other changes, and was re-referred. This memorandum supersedes the Transportation Planning Section memorandum dated January 9, 2012.

Review Comments

The detailed site plan is a requirement for multifamily buildings in the R-18 Zone; this review focuses on general site plan issues. By virtue of the site being within the D-D-O of the sector plan, the site plan is potentially subject to the standards and requirements of the sector plan as well. The site is within Character Area 3: Existing Development, as defined by the sector plan. This brings elements of building form, sustainability, streetscape, and adequacy of transportation facilities into the review. Also, as a part of the filing of the detailed site plan within a D-D-O, the applicant can request a rezoning to the M-U-I Zone in accordance with Section 27-546.16(b)(2). The review of the rezoning request focuses on compatibility issues as well as conformance to the purposes and recommendations of the D-D-O, as noted in Section 27-548.26(b)(5).

The site encompasses two lots of an underlying plat recorded in 1930; therefore, there are no caps on development that would restrict this expansion of the use. Because the site is currently developed and no construction is proposed, there will be no preliminary plan.

The site has frontage on Yale Avenue, which is a 40-foot right-of-way residential street within the City of College Park. It is undesignated on any master plan. The streetscape includes a paved street with two travel lanes totaling 22 feet, a raised concrete curb, a four-foot concrete sidewalk, and planting strips in front of and behind the sidewalk totaling five feet. The standards prescribe narrower travel lanes (a range of eight to ten feet) and wider planting strips than currently exist. While the Community Planning Division, in consultation with the Urban Design Section, should determine the requirements for conformance to these standards, it is probably impractical to implement the sector plan streetscape along the relatively short portion of this block of Yale Avenue that is controlled by this applicant.

Four additional multifamily units would generate 2 AM and 2 PM weekday peak hour vehicle trips as determined using the "Guidelines for the Analysis of the Traffic Impact of Development Proposals" (Guidelines). Due to the limited trip generation of the site, the Prince George's County Planning Board could deem the site's impact on the nearby link of US 1 to be de minimus. It is therefore recommended that the Planning Board find that 2 AM and 2 PM peak hour trips will have a de minimus impact upon service levels along the nearby link of US 1.

The use will be served by two existing driveways that currently serve the site, and circulation within the site will remain as exists. This is acceptable given the size of the site and the need to place required on-site parking within a very small site.

With regard to the rezoning request, the purpose of the D-D-O is to implement the land use and urban design recommendations of the sector plan. No further specific purposes are included in the sector plan. This site plan has been reviewed in consideration of the recommendations of the D-D-O, and is determined to generally conform to them from the standpoint of transportation. Therefore, the Transportation Planning Section would not object to the zoning change that is requested.

As such, aside from noting the requirements and the major features of the plan, the Transportation Planning Section has no comments on this plan.

Prince George's County Planning Department
Community Planning Division

301-952-4225
www.mncppc.org

January 18, 2013

MEMORANDUM

TO: Henry Zhang, AICP, Master Planner, Development Review Division
VIA: Cynthia Fenton, Planner Coordinator, Community Planning Division
FROM: Chad Williams, LEED AP BD+C Planner Coordinator, Community Planning Division
SUBJECT: **DSP-11005 Yale House**

DETERMINATIONS

- This application is consistent with the 2002 General Plan Development Pattern policies for Corridor Nodes in the Developed Tier and does not violate the General Plan's growth goals for the year 2025, based upon review of Prince George's County's current General Plan Growth Policy Update.
- This application does not conform to the land use recommendation of the 2010 *Approved Central US 1 Corridor Sector Plan and Sectional Map Amendment* for residential medium density land uses in a walkable node.
- If approved, the proposed M-U-I (Mixed-Use Infill) Zone will permit the multifamily residential density requested in this application.
- A number of amendments to the development district standards are necessary to accommodate the proposed development program. Since the proposed development is primarily interior to an existing structure, these amendments should not constitute significant barriers to the proposed development.
- This application is located under the traffic pattern for a small general aviation airport (College Park Airport) and is subject to Aviation Policy Area regulations in Sections 27-548.32 through 27-548.48 of the Zoning Ordinance. In particular, the applicant should be made aware of height and purchaser notification requirements contained in these regulations.

BACKGROUND

Location: 7302 Yale Avenue, approximately 100 feet east of US 1 (Baltimore Avenue)

Size: 0.25 acres

DSP-11005 Yale House

January 17, 2013

Page 2

Existing Uses: An existing six-unit apartment building

Proposal: The applicant seeks a detailed site plan for the approval of already-constructed site improvements and rezoning to the M-U-I Zone for the addition of four new multifamily units for a total of ten multifamily units on-site.

GENERAL PLAN, MASTER PLAN AND SMA

2002 General Plan: This application is located in the Developed Tier, and is within a Corridor Node designated by the 2010 Approved Central US 1 Corridor Sector Plan. Specifically, the subject property is within the Downtown College Park Walkable Node along the Baltimore Avenue Corridor (hereafter “Downtown College Park Walkable Node” within this referral).

“The vision for the Developed Tier is a network of sustainable, transit-supporting, mixed-use pedestrian-oriented, medium- to high-density neighborhoods.” (2002 General Plan, p. 31).

The vision for Corridors is “mixed residential and nonresidential uses at moderate to high densities and intensities, with a strong emphasis on transit-oriented development.” (See Policy 1, 2002 General Plan, p. 50). This development should occur at local centers and other appropriate nodes within one-quarter mile of major intersections or transit stops along the corridor.

Master Plan: 2010 *Approved Central US 1 Corridor Sector Plan and Sectional Map Amendment*

• Planning Area/Community:

PA 66 /Downtown College Park Walkable Node

• Land Use:

The subject property is located in the Downtown College Park Walkable Node area (see Map 8 on page 60 of the 2010 Approved Central US 1 Corridor Sector Plan). The overall vision for the Central US 1 Corridor is a vibrant hub of activity highlighted by walkable concentrations of pedestrian- and transit-oriented mixed-use development, the integration of the natural and built environments, extensive use of sustainable design techniques, thriving residential communities, a complete and balanced transportation network, and a world-class educational institution.

Walkable nodes are intended for pedestrian-friendly, transit-oriented, mixed-use development at appropriate locations along the Central US 1 Corridor. Development should be medium- to high-intensity with an emphasis on vertical mixing of uses. Development within a walkable node should generally be between two and six stories in height.

The proposed land use (south) map on page 60 of the 2010 Approved Central US 1 Corridor Sector Plan recommends residential medium

density land uses on the subject property.

- Environmental: Refer to the Environmental Planning Section referral for comments on the environmental element of the *Approved Central US 1 Corridor Sector Plan and Sectional Map Amendment* and the 2005 *Countywide Green Infrastructure Plan*.
- Historic Resources: The subject property abuts the Prince George's County Old Town College Park Historic District along Yale Avenue.
- Transportation: Baltimore Avenue (US 1) is a major collector (MC-200) within a right-of-way of 88 to 112 feet. The subject property would access Baltimore Avenue (US 1) via Yale Avenue and either Knox Road or Hartwick Road, all local residential streets.
- Public Facilities: None identified
- Parks & Trails: US 1 is recommended for dedicated bicycle facilities, with bicycle lanes as a possible interim solution and cycle tracks as the preferred long-term facility. Both Knox and Hartwick Roads are recommended to be shared roadway facilities. There are no park facilities in proximity to the subject site.

SMA/Zoning: The 2010 *Approved Central US 1 Corridor Sector Plan and Sectional Map Amendment* retained the property in the R-18 Zone and in the Development District Overlay Zone (DDOZ), which requires site plan review.

PLANNING ISSUES

Plan Conformance

The vision of the 2002 General Plan is met by this application, which proposes an increase to the existing residential density contributing to transit-oriented design at a designated corridor node along the US 1 Corridor.

The 2010 *Approved Central US 1 Corridor Sector Plan and Sectional Map Amendment* recommends residential medium density land uses on the subject property (see Map 8 on page 60). Residential medium density land uses are described on page 57 of the 2010 *Approved Central US 1 Corridor Sector Plan* as “[d]etached and attached dwelling units and associated areas with densities between 3 du/acre and 8 du/acre.” The subject property has an existing density of 24 dwelling units per acre and a proposed density of 40 dwelling units per acre. Therefore, the proposed development does not conform to the land use recommendations.

However, the applicant is requesting rezoning to the M-U-I (Mixed-Use Infill) Zone, which would permit residential densities up to 48 dwelling units per acre.

The proposed development is located in the Downtown College Park Walkable Node as shown on Map 8 on page 60 of the 2010 *Approved Central US 1 Corridor Sector Plan*. Walkable nodes are intended to be hubs of pedestrian and transit activity emphasizing higher density mixed-use development at appropriate locations along the Central US 1 Corridor, and should be “directly and uniquely influenced by

adjacent neighborhoods. Building height, scale, and type will be tailored to the existing businesses and residents, while accommodating desired growth and change.” (Page 42 of the 2010 Approved Central US 1 Corridor Sector Plan). Walkable node development should consist of buildings between 2 and 6 stories in height (pages 65, 230, and 234 of the 2010 Approved Central US 1 Corridor Sector Plan).

As an existing three story building and with a proposal to convert existing space to a fourth story, the proposed development meets the above guidance. Additionally, one of the land use and urban design goals on page 51 calls for an increase in residential density to support new commercial and mixed-use development with an emphasis for concentrating student housing near the University of Maryland, College Park campus. The proposed development is in keeping with this goal.

Amendments to Development District Standards

The applicant is requesting seven amendments to the development district standards to accommodate the existing building form and location on the subject site. Some of these amendment requests incorporate multiple standards/amendments. Each request will be addressed below.

Building Form (Walkable Nodes)

The applicant requests amendments from the maximum build-to line at the lot frontage, side setbacks, and frontage buildout, arguing that maintaining the existing structure is in keeping with the existing architectural character of adjacent residential properties along Yale Avenue and within the adjoining neighborhoods. Since a central tenant of the 2010 Approved Central US 1 Corridor Sector Plan is to respect and preserve existing residential development (see, for example, Policy 4 on page 63 and Policy 3, Strategy 1 on page 68), this reviewer finds this amendment to be in keeping with the spirit and intent of the sector plan. Requiring conformance to these standards would necessitate expansion of the existing structure in a manner that may not be considerate of adjoining and nearby residential properties.

Building Form (Parking)

The applicant requests an amendment from the required number of parking spaces permitted on the subject property. The requirement would be 10 spaces and the applicant proposes 12 spaces of off-street parking. There are no significant concerns with this amendment request.

Building Form (Parking Access)

While this reviewer recognizes two existing parking access drives exist on-site, consideration should be given to consolidating parking access to one point, eliminating one of the curb-cuts and contributing to a more pedestrian-friendly, walkable environment along Yale Avenue.

Building Form (Parking Lots, Loading, and Service Areas)

The applicant requests an amendment from providing pervious parking surfaces on-site. Staff notes that pervious paving materials for surface parking lots is desired by the development district standards but is not mandated. This amendment is unnecessary.

Architectural Elements (Facades and Storefronts)

The applicant requests an amendment to reduce the amount of window fenestration from a minimum of 20 percent of the façade to 10 percent, citing structural difficulties in adding new fenestration. The amount of fenestration required by the development district standards is in keeping with traditional local building design and best practices of crime prevention through environmental design (CPTED). The applicant should consider additional CPTED measures such as decorative fencing and appropriate lighting levels to supplement a potential reduction in the amount of fenestration mandated by the development district standards.

Streets and Open Spaces (Streetscape)

The applicant requests amendments to the width of the landscape planting strip along Yale Avenue and to the total assembly width of the streetspace. Development would typically be required to provide between 12 and 18 feet of space adjacent to Yale Avenue (an ST street). The applicant requests reduction to seven and a half feet, with a three-foot-wide landscape planning area and four foot sidewalk. The applicant cites seven and a half feet as the space that exists between the existing right-of-way line and the face of curb.

The applicant should provide a wider planting strip and, if feasible, wider sidewalk. The 12 to 18 foot space along ST streets may be inclusive of both public right-of-way and private space, and it is the intent of the development district standards to provide for a pleasant walking experience including sufficient space for landscaping to buffer pedestrians from street traffic and for plantings to survive. A public access agreement may be appropriate in situations such as this where an existing building is being renovated and subdivision is otherwise not required for the provision of a public sidewalk.

Streets and Open Spaces (Streetscape, Amenities, and Adequate Public Facilities)

The applicant seeks relief from development district standards requiring the provision of pedestrian and streetscape amenities in the public right-of-way. Staff notes page 264 does not specify right-of-way or ownership of where amenities should be provided. Staff also notes the applicant states on-site resident amenities are provided in the forecourt/front lawn of the existing residential building. These amenities should be evaluated to determine if they meet the intent of the development district standards. If appropriate, a public access agreement as discussed above may be worth considering to ensure public access to amenities.

Additional Comments

While the applicant is not required to provide either interior parking lot plantings or street trees, the applicant should be encouraged to provide new tree plantings on-site to meet urban tree canopy objectives and better implement the sustainability goals of the 2010 Approved Central US 1 Corridor Sector Plan. The two proposed front shade trees are a good start, but perhaps there are additional opportunities to the sides or rear of the site.

The applicant should provide evidence that the minimum number of required bicycle parking spaces per the development district standards exists on-site and a general note on bicycle parking should be added to the submitted plan sheets.

The applicant should indicate whether any identification signage will be provided on-site to advertise the student/multifamily housing use. If any signage is provided, it shall conform to the development district standards. Staff notes that, at minimum, building-mounted numbers are required per page 254.

Aviation Policy Area

This application is located under the traffic pattern for a small general aviation airport (College Park Airport). This area is subject to Aviation Policy Area regulations adopted by CB-51-2002 (DR-2) as Sections 27-548.32 through 27-548.48 of the Zoning Ordinance. Specifically, the subject property is located in Aviation Policy Area (APA) 6. The APA regulations contain additional height requirements in Section 27-548.42 and purchaser notification requirements for property sales in Section 27-548.43 that are relevant to evaluation of this application. No building permit may be approved for a structure higher than 50 feet in APA-6 unless the applicant demonstrates compliance with FAR Part 77.

DSP-11005 Yale House

January 17, 2013

Page 6

The application should also be referred to the Maryland Aviation Administration for information and comment:

Ashish J. Solanki, Director
Office of Regional Aviation Assistance
Maryland Aviation Administration
PO Box 8766
BWI Airport, MD 21240-0766

c: Ivy A. Lewis, AICP, Chief, Community Planning Division
Steve Kaii-Ziegler, AICP, Planning Supervisor, Community Planning Division
Long-Range Agenda Notebook

3. Rhode Island Avenue Crosswalks

MEMORANDUM

To: Joe Nagro, City Manager 
From: Steven E. Halpern, P.E. 
Date: March 19, 2013
Subject: Recommendation for Award of Contracts to install RRFB (Rapid Rectangular Flashing Beacons) on Rhode Island Ave

Background

About three (3) years ago when the City received its first allocation of speed camera revenue, councilmember Christine Nagle of District 1, made a request to the City Manager to have staff observe and investigate the pedestrian crossing device installed on Crescent Road in the City of Greenbelt and determine if it was appropriate for use along Rhode Island Avenue at Cherokee Street near Duvall Field.

Crescent Road is maintained by the City of Greenbelt. Staff observed and investigated the pedestrian activated (RRFB) device, manufactured by Stop Experts. We consulted with Terri Hruby, Assistant Planning Director. The City of Greenbelt purchased their (RRFB) for \$24,800, which included its installation. They spent an additional \$15,200 for a special decorative crosswalk and additional signage.

We furthered our investigation by contacting the City of Gaithersburg and the City of Rockville, who we knew had installed RRFB's in their respective jurisdictions. Both jurisdictions concluded that the RRFB device produced by Spot Devices was the most appropriate device for crosswalk applications.

We then contacted the local representative of Spot Devices, Sandi Dunmyer- TS&T who we invited to the January NCPA meeting. She presented and demonstrated the various types of Flashing Beacons on the market and answered questions from the audience. The NCPA was most impressed with the presentation and voted unanimously to endorse the purchase and installation of these devices by the City.

The RRFB Spot Device cost \$11,230 per set (two devices-one on each side of the road) and the respective foundations and installation cost is \$5,500 per set (to be performed by Scott A. Duncan Inc., a traffic signal contractor). The total cost for an installation of one set is \$16,730 plus freight. We are planning to install these devices at two locations; Cherokee Street and Muskogee Street. Therefore the total cost will be \$33,460 plus freight.

Funding source: Reserved accounts restricted (291-07)

Recommendation

Staff recommends that the City Manager be allowed to purchase two sets of Spot Device RRFB's at a cost of \$22,460 plus freight and to enter into a contract with Scott A. Duncan Inc for \$11,000 to install the RRFB's.

MJC
Nagro
Halpern
Cotton

Janeen S Miller

From: John Krouse [johnkrouse@yahoo.com]
Sent: Monday, January 14, 2013 8:13 PM
To: Andrew Fellows
Cc: Patrick L. Wojahn; Fazlul Kabir; Janeen S Miller
Subject: NCPCA Position - Installation of RRFB Signals on Rhode Island Avenue

Communication to the Mayor and City Council of College Park
from the North College Park Citizens Association, Jan. 14, 2013

RECEIVED

JAN 16 2013

PUBLIC WORKS
College Park, MD

Dear Mayor Fellows,

As you may be aware, there have been numerous reports of near collisions with pedestrians in crosswalks on Rhode Island Avenue in the area near Duvall Field, near Hollywood Elementary School, and in other locations where children and adults must cross this busy road without the benefit of crossing signals. I have personally witnessed such near collisions.

On January 10, 2013 the members of the North College Park Citizens Association were presented information about the potential value of Rectangular Rapid Flashing Beacons (RRFB) and other traffic devices as a way to improve pedestrian safety on Rhode Island Avenue in North College Park. The RRFB technology appears to be a successful system, and after some discussion of its merits, the members of the North College Park Citizens Assn. voted unanimously to endorse the purchase and installation of these devices by the City of College Park.

We understand from Mr. Halpern that there are several prioritized locations for the installation of RRFB's. If the system proves successful, we hope that crossings near Sunnyside Skate Park and other locations may eventually be protected with these signals.

Thank you very much for considering our endorsement of this technology, and for your interest in our community.

Sincerely yours,

John M. Krouse
President of NCPCA

Scott A. Duncan, Inc.

TRAFFIC SIGNAL CONTRACTOR

7529 Old Coaling Rd Harmans MD 21077

(410) 761-2515

FAX (410) 761-8715

CITY OF COLLEGE PARK
 ATTN: STEVEN HALPERN
 SPOT DEVICES INSTALLATION
 RHODE ISLAND AVE SOUTH OF EDGEWOOD RD
 BID DATE: 5/2/12

ITEM	DESCRIPTION	QUANTITY		PRICE	TOTAL PRICE
	Pricing for the installation of two devices:	1	ls	5500.00	5,500.00
	mobilization				
	maintenance of traffic				
	F & I 2 ea - 2'x3' concrete foundations				
	Install 2 ea Spot Devices solar assemblies				
	(includes two days for installation of devices				
	additional tech support \$ 150 hr, 4 hr min)				
	TOTAL ITEMS BID				\$ 5,500.00

1. City to provide all materials from Spot Devices including anchor bolts and bolt pattern. Rebar is not included for foundations. Contractor includes concrete for pole foundations.
2. Prices do not include surveys, grades, permits, bonds, as-builts
3. No removal or replacement of concrete sidewalk, curb & gutter or ramps are included.
4. Prices are good for 60 days from date of bid.

If there are any questions please contact Patti Duncan - 410-761-2515, fax 410-761-8715.



Traffic Systems & Technology
 7853 Coppermine Drive
 Manassas, VA 20109
 Phone: (703) 530-9655
 Fax: (703) 530-9656

QUOTATION

Quote No. 4384 - 10205

Quoted To:	Project Information:
Steve Halpern City of College Park phone fax	Project Location: College Park MD 2 locations Project ID No.: Contract ID No.: City / Locale: College Park MD

Notes:

Quote covers one 2 pole RRFB system.
 Does not include installation, tax or freight.
 No plans or specs, if changes needed, may require revised quote.

Quote Date	Bid Date	FOB	Terms	Created By
12/3/2012	12/3/2012	See Notes	Net 30	SDUNMYER

BID#	Description	QTY	UNITS	UNIT PRICE	EXTENDED PRICE
	SC310Controller:NEMA4X Fiberglass Pole Mount Cabinet Notes:	2	EA	1,770.00	3,540.00
	SC210 & SC310, Spread Spectrum Local Wireless Activation Notes:	2	EA	260.00	520.00
	SC304/SC305/SC310 Std. Ntwk. Svcs.: 2 yr Notes:	2	EA	0.00	
	SC210 & SC310 Solar Sys: 45W Side-Mount, 22Ahr Battery Notes:	2	EA	715.00	1,430.00
	SB435 HP RRFB, Gen2, Large, w/ single Ped. Signal, incl. mounts Notes:	4	EA	835.00	3,340.00
	Polara Bulldog PB w/LED & Tone, w/ Rt/Lt R10-25,5"x7", Green Notes:	2	EA	240.00	480.00
	Sign, W11-2 Crosswalk, 30", FYG w/ Mount Notes:	2	EA	170.00	340.00
	Sign, W11-2 Crosswalk Facing Right, 30" FYG w/Mount Notes:	2	EA	170.00	340.00
	Sign, W16-7p Left Down Arrow, 12", FYG w/ Mount Notes:	2	EA	55.00	110.00
	Sign, W16-7p, Right Down Arrow, 12", FYG w/ Mount Notes:	2	EA	55.00	110.00
	Pole, 1B 4" ID (specify height) Mounting HDW Not Included Notes:	2	EA	315.00	630.00
	4" Pole Mounting Kit, Flange, ABs, Washers & Nuts Pole Not Incl Notes:	2	EA	195.00	390.00
	Two year Warranty Notes:	1	EA	0.00	

Continued



Traffic Systems & Technology
 7853 Coppermine Drive
 Manassas, VA 20109
 Phone: (703) 530-9655
 Fax: (703) 530-9656

QUOTATION

Quote No. 4384 - 10205

Quoted To:	Project Information:
Steve Halpern City of College Park phone fax	Project Location: College Park MD 2 locations Project ID No.: Contract ID No.: City / Locale: College Park MD

Notes:

Quote covers one 2 pole RRFB system.
 Does not include installation, tax or freight.
 No plans or specs, if changes needed, may require revised quote.

Quote Date	Bid Date	FOB	Terms	Created By
12/3/2012	12/3/2012	See Notes	Net 30	SDUNMYER

BID#	Description	QTY	UNITS	UNIT PRICE	EXTENDED PRICE
------	-------------	-----	-------	------------	----------------

Terms & Conditions of this Quote:

- Quoted prices will be held firm for 30 days. Prices subject to change if the order is not release within 60 days from the date of PO.
- Quotation based on quantities and design information provided at time of quotation. The customer is solely responsible for determining final acceptability of materials and quantities for the intended use. If quantities or design changes occur, TS&T reserves the right to adjust prices accordingly.
- As of the date of this quotation, Estimated Shipping is as noted above and is after receipt of order, release of material for manufacture, submittal approvals if required, and confirmation of credit worthiness.
- Shipment lead time is based on current factory schedule and may vary depending on schedule at time of release.
- Payment terms are net 30 days from date of invoice. Payments not received within 45 days shall be charged 1.5% (18% APR) per month until paid in full. Any material not paid within 75 days will be cause to notify the general contractor, bonding company, and state of non-payment.
- Statements, terms, or agreements not contained herein shall have NO affect unless signed by an officer of TS&T.
- It is the customer's responsibility to notify TS&T of any completion dates at time of order. TS&T will not be held accountable for any "liquidated damages" or "penalties" for late shipments, unless agreed to by both parties in writing prior to order entry.
- All NEW customers will be required to pay 50% at time of order and balance will paid prior to material being shipped.

Authorized Signature: _____ Date: _____
 ***Please fax a copy of signed quote with your PO#, this will assure no delays to your order.

Merchandise Total	11,230.00
Total Misc. Charges	0.00
Sales Tax	Not Included
TOTAL	11,230.00



4. Replacement Pick-up Trucks



MEMORANDUM

TO: Mayor and City Council

THRU: Joseph L. Nagro, City Manager

FROM: Robert T. Stumpff, Director of Public Works *RS*

DATE: March 14, 2013

SUBJECT: Approval of a Purchase of Three Replacement Pickup Trucks from Apple Ford (State of Maryland BPO No. 001B3400276) for \$68,490 (\$22,830.00 each) and Three Boss 7'6" Super-Duty Electric Snow Plow Packages from Intercon Truck Equipment for \$11,760.00 (3,920.00 Each).

Background

We have three pickup trucks in our fleet:

- 42 – 2001 Ford 1 – Ton 4x4 Pickup with Meyer Snow Plow Package
- 47 – 2003 Chevrolet ¾ Ton 4x4 Pickup with Meyer Snow Plow Package
- 48 – 2003 Chevrolet ¾ Ton 4x4 Pickup with Meyer Snow Plow Package

that have a lot of rust, including the steel frame rusting out, that need to be replaced. We have the money in our vehicle replacement CIP account to pay for this replacement purchase.

Apple Ford of Columbia, Maryland has the State of Maryland contract (BPO No. 001B3400276) for ¾ Ton pickup trucks for model years 2013. With the four wheel drive and towing and snow plow preparation packages, these trucks are \$22,830.00 each for a total of \$68,490.00 for three.

We want to change from Meyer snow plows to Boss snow plows as we replace pickup trucks. Presently, the City of College Park is 100% Meyer plows. But we have determined that the Boss snow plow is superior. In talking to our local municipalites, Hyattsville, Riverdale Park, University Park and Laurel are 100% Boss. Bowie is replacing their Meyer plows with Boss as they purchase replacement pickup trucks. All of these municipalities state that you have to constantly adjust and do repair work on the Meyer plows both during and after snow storm event, as we know and do. But this is not the case with the Boss plows.

The State contract has Boss Standard-Duty plow at \$3,900.00 each, which is the plow a homeowner would purchase. We can purchase a Boss Super-Duty plow from Intercon Truck Equipment, Joppa, Maryland (who just assembled our large Henderson snow plow truck) at \$3,920.00 each or \$11,760.00 for three. This Super-Duty plow is the one designed for municipalities and the model that our neighbor municipalities are using.

Recommendation

I recommend that the City of College Park purchase from (1) Apple Ford three ³/₄ Ton Ford 4x4 Pickup Trucks with the towing and snow plow preparation packages off the State of Maryland BPO No. 001B3400276 at \$22,830.00 each, and (2) Intercon Truck Equipment three Boss 7'6" Super-Duty Snow Plow packages at \$3,920.00 each. The total cost per truck would be \$26,750.00 or \$80,250.00 for three.

5. Bus Lease Agreement

MEMORANDUM

To: Mayor and Council
From: Suellen M. Ferguson, Esq.
CC: Joe Nagro, City Manager
Date: March 15, 2013
Re: Vehicle Lease Agreement for SSTAP Buses

ISSUE:

The City currently participates in the Call-a-Bus program with Prince George's County. Under this program, the County provides grant funding to purchase a bus, with the City providing a portion of the purchase price. The County retains ownership of the bus, and the City provides the drivers and is able to use the bus for certain purposes. The County has recently requested a change in the program.

SUMMARY:

The City signs an Agreement with the County with respect to the Call-a-Bus program on each occasion that a new bus is purchased. The City currently has two buses under this program. The useful life of the bus is set at 8 years/350,000 miles. The County retains ownership of the buses, and has in the past agreed to insure them. They now wish to renegotiate the Agreements so that the City leases the bus, and can purchase the bus for \$1.00 at the end of the lease term, which is the useful life of the bus. Under the lease agreement, the City would be required to fully insure the bus. We have been working with LGIT to verify that they will provide the required coverages and have now received that verification.

A change to a lease agreement is also advisable from a liability standpoint. While the County in the past has agreed to insure the vehicles, it has become clear recently that they will not insure the City's driver. While the driver will be insured under our current LGIT coverage, it is a good idea to have City control over all coverage.

The wording of the Lease Agreement and revised Agreement provided by the County is still under negotiation, and so we are unable to provide final documents at this time. The County's proposal is attached to this memorandum, but the final agreements will have different language. We are requesting that Council approve the concept of the lease agreement, which does not involve any additional payments by the City with the exception of insurance, subject to review and approval by the City Attorney.

Currently, the City repairs the buses and does not use County services, and the recommendation is to continue this practice and not use the County for repairs.

RECOMMENDATION

That the Mayor and Council approve a lease agreement and revised agreement with Prince George's County with respect to buses received under the Call-a-Bus program, subject to review and approval of the final wording of the agreements by the City Attorney.

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20__, by and between PRINCE GEORGE'S COUNTY, MARYLAND, a body corporate and politic, (hereinafter referred to as the "County") and the Incorporated _____, Maryland, a body corporate and politic, (hereinafter referred to as the "Operating Agency" or O/A).

WHEREAS, Prince George's County, Maryland, has entered into an Agreement with the Maryland Transit Administration to carry out the Statewide Special Transportation Assistance Program (hereinafter referred to as "SSTAP"); and

WHEREAS, Prince George's County, Maryland desires to have the O/A carry out certain project activities in furtherance of the said SSTAP project; and

WHEREAS, the O/A desires to carry out such activities

It is hereby agreed that:

Article I: AGREEMENT DOCUMENTS: This signed and executed Agreement and its attachments along with the Municipal Vehicle Lease Agreement constitute the entire and exclusive Agreement between the County and the O/A unless otherwise provided herein.

Article II: PURPOSE: The purpose of this Agreement is to state the terms under which the County may disburse Grant Funds to the

O/A for the proper implementation of the SSTAP project, and described more fully in Attachments A and B, attached hereto and incorporated by reference.

Article III: O/A PERFORMANCE: The O/A agrees to implement the project in a satisfactory manner fully consistent with this Agreement, and attachments hereto. The exclusive determination of satisfactory performance under this Agreement shall be made by the County.

Article IV: SCOPE OF SERVICES: The O/A agrees to perform all services as shown in Attachment A, attached hereto and incorporated by reference.

Article V: BUDGET: The O/A hereby agrees to provide the County with the Local Share Funding as shown on Attachment B, attached hereto and incorporated by reference, for the purchase of one (1) vehicle to be utilized to operate the SSTAP project. Such amount shall be equal to the purchase price of said vehicle less the Grant Funding provided by this Agreement. The Local Share Funding provided by this Agreement shall not exceed _____ per vehicle. Said Local Share Funding shall constitute the total and complete monetary obligation and compensation that the O/A shall be required to pay to the County for leasing the

vehicle referenced in this Agreement and the Municipal Vehicle Lease Agreement.

Except as provided herein, no County funds, either operating or capital, are committed under this Agreement. Funding of this project does not commit the County in any fashion, or the State through Section 2-109.3 of the Transportation Articles of the Maryland Annotated Code, to provide future or additional operating and/or capital assistance to the O/A.

Article VI: TIME OF PERFORMANCE: The O/A shall commence services under this Agreement within sixty (60) days of delivery of the vehicles purchased under this Agreement.

Article VII: EMPLOYEE BENEFITS: Any and all employees utilized by the O/A to perform the services of this Agreement shall not be deemed a County employee for the purpose of the County's Personnel Law and, therefore, shall not be entitled to County fringe benefits such as retirement or health insurance.

Article VIII: GENERAL CONDITIONS: The O/A recognizes that the State of Maryland promulgates various regulations which may influence this Agreement. The O/A, therefore, agrees to abide by all terms, conditions and requirements of the State and any amendments and regulations thereto as summarized in the General

Conditions attached to this Agreement as Attachment C, attached hereto and incorporated by reference.

Article IX. USE OF PROJECT FACILITIES/EQUIPMENT: The O/A agrees that the project facilities/equipment shall be used for the provision of transportation service within the area and in the manner described in Attachment A. The O/A shall keep satisfactory records with regard to the use of the property and submit to the County upon request such information as is required in order to assure compliance with this Agreement and shall immediately notify and obtain the County's concurrence in all cases where project facilities/equipment are used in a manner substantially different from that described in Attachment A. Failure to obtain the County's permission while operating facilities/equipment in a manner substantially different from that described in Attachment A will be considered misuse. The County reserves the right to require the O/A to restore project property or pay for damages to project property as a result of abuse or misuse of each property.

The O/A agrees to maintain the project property in good operating order and in accordance with any guidelines, directives, or regulations that the County or State may issue. If, during the period, any project facilities/equipment are not used in transportation service, whether by planned withdrawal, misuse, or casualty loss, the O/A shall immediately notify the County. Unless otherwise approved

by the County, the O/A shall remit to the County a proportional amount of the fair market value, if any, of the property. The value shall be determined on the basis of the ratio of funds awarded by the County to the actual cost of the applicable project. Unless otherwise required by the County, the following guidelines shall be observed in determining fair market value: In the case of planned withdrawal or misuse, fair market value shall be deemed to be the value of property as determined by competent appraisal at the time of such withdrawal from use or the net proceeds from public sale. Unless otherwise required by the County, in cases where the property is not insured, the fair market value will be the value of the property following the casualty or fire.

Article X. TERMINATION. The County may suspend or terminate the project or payment of project funds in whole or in part for cause. Cause shall include the following: misuse of project funds, the vehicle, or failure to comply with either the terms and conditions of this Agreement or of the project; submittal to the County of reports which are knowingly incorrect or incomplete in any material respect; or if for any reason the carrying out of this Agreement is rendered impossible or infeasible.

If the County suspends or terminates the project or withholds payments, it shall advise the O/A, in writing, and specify the actions that must be taken, as a condition precedent

to the resumption of the project or payments, and specify a reasonable date for compliance.

Article XI. **PERSONAL RESPONSIBILITY:** This Agreement shall be deemed specific to the parties hereto and shall not be assigned, delegated or sublet without the prior written consent of all the parties. In addition, each party shall remain liable for performance under this Agreement unless released in writing by all parties.

Article XII. **FINANCIAL REPORTING:** The O/A shall prepare financial and statistical statements as shown on **Attachment D**, attached hereto and incorporated by reference, or as may be modified from time to time by the County, reflecting all project costs and operations from the effective date of service initiation. Such reports shall be submitted within thirty (30) days of the close of the reporting period. This reporting period shall be monthly.

Article XIII. **PROJECT COORDINATION:** The O/A shall diligently and in good faith work with the County to ensure that the project services provided under this Agreement as described in **Attachment A**, or as may be modified from time to time by the O/A with County concurrence, do not duplicate other similar, existing services and are provided in a cost-effective manner.

The O/A further agrees to provide the County with any printed service information and descriptions as O/A may from time to time cause to be printed, written, reproduced, or modified.

Article XIV. PROJECT SETTLEMENT AND CLOSEOUT: This Agreement shall continue in effect so long as the project services described in Attachment A are provided or so long as the project facilities/equipment supplied under Attachment B are in use in conformation with the terms and conditions of this Agreement.

The Agreement may be terminated as provided for in Article X of this Agreement, or when the services described in Attachment A are no longer provided, or when the equipment or vehicle described in Attachment B are no longer in use for the purposes agreed to, or when the parties to this Agreement shall mutually agree to terminate said Agreement.

The County may utilize a final audit of the O/A's project to determine the final financial settlement of the grant project. If it is determined as a result of the audit that the County has made payments in excess of the amount provided for in the approved project budget, such excess amount shall be promptly remitted to the County. All records relating to the project must be retained on file by the O/A for three (3) years after Project Settlement and Closeout.

Article XV. **INDEMNIFICATION:** The O/A shall indemnify, defend, and hold harmless Prince George's County, Maryland, its agents, officials, and employees from any liability, damage, expense, cause of action, suits, claims, or judgment arising from injury to individuals including death, personal injury or otherwise which arises out of acts, failures to act, or negligence in the use or misuse of the vehicle that is leased to the O/A by the O/A its agents and/or employees in connections with or arising out of the performance of this Agreement.

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

WITNESS

Municipality:

WITNESS

PRINCE GEORGE'S COUNTY

Carla A. Reid
Deputy Chief Administrative Officer

Reviewed and Approved By:

Haitham A. Hijazi, Director
Department of Public Works and Transportation

Reviewed For Legal Form and Sufficiency:

Attachments:

- A. Scope of Services and General Conditions
- B. Project Budget
- C. General Conditions for Subcontractor Contracts
- D. Monthly Reports and Instructions
- E. Cooperative Vehicle Maintenance Agreement

ATTACHMENT A

Project Title: Statewide Special Transportation Assistance Program
for _____.

SCOPE OF SERVICES AND GENERAL CONDITIONS

In accordance with the provisions of the covering Agreement and its attachments, _____ (hereinafter referred to as the O/A) shall:

Section I. **PURPOSE OF SERVICE**: The O/A shall assure that the vehicle acquired and owned by Prince George's County with the project funds (Attachment B) is used for the purpose enumerated in this Agreement, which is for the transportation of senior citizens, disabled residents and the general public for general purpose transportation to include as a minimum:

- ◆ Medical appointments
- ◆ Lunch and meal programs
- ◆ Group trips
- ◆ Grocery and personal shopping
- ◆ Voting and voter registration
- ◆ Special occasions

Section II. **SCOPE OF SERVICE AND SERVICE AREA**: The O/A will provide transit service to the residents of _____ and adjacent communities within a five (5) mile radius of the City/Town corporate limits. The program will provide off-peak (Call-A-Bus) demand response service. Normal hours of operation will be from 8:30 a.m. to 3:30 p.m., Monday through Friday (excluding holidays). This service will be expected to be capable of interfacing with Metro services, other SSTAP providers and the County's Call-A-Bus service network.

Section III. **MAINTENANCE SERVICE**: The County shall offer the O/A the following maintenance service at cost:

- A. Vehicle service and repair as necessary.
- B. Vehicle preventative maintenance (PM) according to the County's PM schedule.
- C. Annual vehicle emission certification as required by the State of Maryland for a vehicle of the size and type operated by the O/A.
- D. All records associated with the above mentioned services.

Should the O/A desire to avail itself of these services, it will be necessary to execute the attached Cooperative Vehicle

Maintenance Agreement (Attachment E) attached hereto and incorporated by reference. Should the O/A choose to provide its own maintenance, it will be necessary to provide the County with records submitted with the O/A's monthly reports documenting maintenance efforts equal to or better than the minimum maintenance levels established by the manufacturer of the vehicle. Further, the O/A shall be responsible for ensuring that all Maryland State emission certifications are met, and finally, the O/A will be responsible for meeting all manufacturer warranty requirements associated with the vehicle and securing necessary warranty repairs or service.

Section IV: FUEL SERVICE: The County shall offer the O/A access to and use of County fuel. Should O/A avail itself of this service, it will be provided necessary access to County fuel in accordance with established County procedures. The O/A shall reimburse the County for any fuel used upon receipt of County invoices.

Section V: TRAINING AND LICENSING: The County may provide special training to the O/A's vehicle operators from time to time. Should the O/A decide to avail it's vehicle operators to said training, the O/A's drivers will receive such training at such times and places as are mutually convenient to the County and the O/A. Any driver employed, or contracted by the O/A to operate the O/A's vehicle shall be properly licensed to drive said vehicle and shall have in their possession, at all times when driving, a valid Commercial Drivers License (CDL) with all appropriate endorsements and medical certifications. O/A shall further agree to comply with all Federal Transit Administration Regulations (49 CFR, Part 40) pertaining to CDL licensing and drug and alcohol testing.

Section VI: INSURANCE: The O/A's vehicle purchased with County funding under this Agreement shall be titled to the County and insured under the County's self-insurance program at no cost to the O/A.

Section VII: MARKINGS: In accordance with the terms and conditions of this Agreement and County insurance requirements, vehicle identification and markings shall be provided by the County. The O/A shall solicit and secure County approval prior to making any changes to the vehicle's identification and markings as received.

Section VIII: BILLING: Should the O/A avail itself of the optional, at-cost, services offered in Sections 3 and 4 above, it will be presented with monthly invoices and documentation

which the O/A will pay in full within thirty (30) days of receipt.

Section IX: OTHER PROJECT EXPENSES: Except as specified above, the O/A shall be responsible for all other direct and incidental operating expenses incurred by operating the equipment provided under this project.

ATTACHMENT B

Project Title: Statewide Special Transportation Assistance Program (SSTAP) for _____.

PROJECT BUDGET
Fiscal Year 20__

<u>Activity</u>	<u>Project Funds</u>		
Description*	Grant Funding**	Local Share Funding***	Total Funding****
	\$ _____	\$ _____	\$ _____
Medium-duty Bus, 16 passenger, 2-Wheel Chair stations, Diesel Powered, Lift-Equipped, PS, PB, A/C, Auto-Transmission.			

EXPRESSLY FOR PRINCE GEORGE'S COUNTY VEHICLE # _____

* Description provides a general listing of the major features of the vehicle to be provided _____. It is not inclusive or binding on Prince George's County. Features described are subject to change based upon actual vehicle procured and delivered.

** Grant Funding is the amount of SSTAP grant funds to be provided by Prince George's County.

*** Local Share Funding is the amount to be paid by _____ to Prince George's County.

**** Total funds to be used by Prince George's County to acquire a vehicle which _____ shall use for the purposes described in Attachment A.

ATTACHMENT C

Project Title: Statewide Special Transportation Assistance Program
for _____

GENERAL CONDITIONS FOR SUBCONTRACTORS CONTRACTS

The O/A assures full compliance with all of the general conditions. The following provisions and conditions form part of the Agreement and take precedence over any conflicting provisions.

Section I. **DEFINITIONS**: (As used in this Agreement):

- A. State of Maryland means any agency of the Maryland State government.
- B. Prince George's County means agency of the Prince George's County Government.
- C. O/A means the Operating Agency and refers to _____, the municipality who is a party to this Agreement.
- D. Subcontractor means an entity, other than the O/A, that furnishes to the O/A services, or supplies (other than standard commercial supplies, office space or printing services).
- E. Program means the Statewide Special Transportation Assistance Program.
- F. Project or Activity means an undertaking in the Program.

Section II. **CONDITIONS**: The conditions expressed herein are to be construed as true conditions and not as mere covenants or agreements. Therefore, in the event the O/A or officers, or employees thereof fail to conform to, carry out or otherwise comply with one (1) or more of the aforesaid conditions contained in the Agreement, then, and in such event, the County may at its option terminate the Agreement without any further liability to the O/A. Forbearance by the County to take assert a breach of the Conditions contained in the Agreement shall not constitute, nor be considered a waiver of said breach or any subsequent breach of one (1) or more conditions contained in this Agreement.

Section III. **FINANCIAL MANAGEMENT:**

- E. Restrictions on Disbursements: No funds under the Agreement shall be disbursed by the O/A to any subcontractor except pursuant to a written contract which incorporates these General Conditions.
- F. Documentation of Costs: All costs shall be supported by properly executed payrolls, time records, invoices, subcontractors and vouchers or other official documentation evidence properly detailing the nature and propriety of the charges and disbursements. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part of this Agreement shall be clearly identified and readily accessible for audit and investigation. The O/A hereby agrees to indemnify and save harmless the County from any loss, cost damages or expenses suffered, obligated or incurred by reason of the O/A's negligence or failure to perform any of the obligations hereunder, including but not limited to audit disallowances by the Maryland Transit Administration. In connection herewith, the O/A, in addition, hereby assents to the County withholding any funds otherwise due to the O/A in satisfaction, in whole or in part, of any deficiency; and to the County exercising its rights to set-off in any such situation.

Section IV: **LEGAL EXPENSES:** Legal expenses which may be incurred by the O/A for the prosecution of claims against the County are not an eligible expense under this Agreement.

Section V: **AUDITS AND INSPECTIONS:**

- A. At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County or its representatives for examination of all records with respect to all matters covered by this Agreement and the O/A will permit the County to audit, examine and make reproductions, excerpts or transcripts from such records, and to conduct audits of all subcontracts covered by this Agreement.
- B. The O/A shall respond, indicating appropriate corrective action, on any formally issued audit report's deficiencies within thirty (30) days of receipt of such report, and persevere in resolving such issues until full disposition of audit findings to the satisfaction of the County.

C. All records related to unsettled audit findings shall be retained securely by the O/A until action is taken to resolve the questioned deficiencies.

Section VI: RECORDS:

A. All financial and programmatic records resulting from this Agreement shall be retained for a period of three (3) years from the issuance date of the last project payment.

B. Records related to State and/or County audit findings shall be kept securely beyond three (3) years if necessary to clear up unsettled exceptions.

Section VII: CONFLICT OF INTEREST:

A. Interest of Representative of O/A: No officer, employee or agent of the O/A who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, or any other person who exercises any functions or responsibilities in connection with planning and carrying out of the Program shall have any personal financial interest, direct or indirect, in this Agreement; and the O/A shall take appropriate steps to assure compliance. The provisions of Sections 1001 and 1003 of the Charter of Prince George's County, Maryland, are incorporated herein by reference, including any Code of Ethics which may be adopted thereunder.

B. The O/A shall comply with the following provisions and agrees to incorporate into every subcontract required to be in writing, the following provision:

Interest of Subcontractor and Employee: The subcontractor covenants that no person who presently exercises any functions or responsibilities in connection with the program, has any personal financial interest, direct or indirect, in this Contract or Agreement. The Subcontractor further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of the subcontractor or his employees must be disclosed to the Contractor and the County, provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably limit the statutory requirement that opportunities be provided for employment of lower income persons.

C. Interest of Certain State Officials: No elected official of the State of Maryland, the County, or member of a Delegate Resident Commission, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

Section VIII: POLITICAL ACTIVITY PROHIBITED: None of the funds, materials, vehicle(s), or services provided, directly or indirectly, under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

Section IX: PUBLICITY: The O/A shall, when publicizing this project, fully inform the public of the financial support given to the project by Prince George's County. In all publications prepared by the O/A, the term Maryland Statewide Special Transportation Assistance Program shall be conspicuously identified.

SECTION X: EQUAL EMPLOYEMENT OPPORTUNITY: The O/A shall comply with, and shall cause or require to be inserted in full in any contract and subcontract for work which is paid for in whole or in part with assistance provided under this Agreement, the following equal opportunity clause:

During the performance of this contract, the subcontractor agrees as follows:

- A. The subcontractor will not discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, age, sexual orientation, disability, or national origin. The subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, sex, age, sexual orientation, disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. The subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, ancestry, religion, sex, age, sexual orientation, disability, or national origin.

SECTION XI. **NON-DISCRIMINATION**: No person shall on the ground of race, color, ancestry, religion, sex, age, sexual orientation, disability, or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under, the Program or Activity that is provided by the O/A pursuant to this Agreement.

SECTION XIII. **COMPLIANCE WITH AIR AND WATER ACTS**: This Agreement is subject to the requirements of the Clean Air Act of 1963, as amended, P.L. 90-148, the Federal Water Pollution Control Act, as amended, P.L. 95-500, and the implementation regulations of the Environmental Protection Agency (EPA) with respect thereto.

In compliance with said regulations, the O/A shall cause or require to be inserted in all subcontracts with respect to any non-exempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

- A. A stipulation by the subcontractor that any facility to be utilized in the performance of any non-exempt contract or subcontract is not included on the list of Violating Facilities issued by the EPA pursuant to 40 CFR 15.20.
- B. A statement that the subcontractor shall comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33USC1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that, as a condition for the award of the contract, prompt notice shall be given any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration for inclusion on the EPA List of Violating Facilities.
- D. A statement that the O/A will take such actions as may be necessary as a means of enforcing the provisions of Paragraphs A through C above.

E. A stipulation that in no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 133(c) (1) of the Clean Air Act or Section 309 (c) of the Federal Water Pollution Control Act.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first written above.

WITNESS

Municipality:

WITNESS

PRINCE GEORGE'S COUNTY

Carla A. Reid
Deputy Chief Administrative Officer

Reviewed and Approved By:

Haitham A. Hijazi, Director
Department of Public Works and Transportation

Reviewed For Legal Form and Sufficiency:

ATTACHMENT D

ORGANIZATION NAME _____ MONTH _____

PROJECT NUMBER _____ FISCAL YEAR _____

OPERATING STATEMENT

Many transportation programs are supported by a combination of Federal, State and local funds through a number of different grant programs. This form has been designated to be used by all grant recipients of State funds that are currently operating demand responsive systems. Please provide the appropriate information as related to your agency's transportation program.

VEHICLE NUMBER: _____

Report Item	Amount
Revenue - Farebox	
Revenue - Contract	
In-Service Miles	
In-Service Hours	
End of month Odometer Reading	

Passengers	Monthly Amount
Elderly-Ambulatory	
Elderly Non-Ambulatory	
Disabled-Ambulatory	
Disabled-Non-Ambulatory	
General Public	
Total Passengers	

Trip Purpose	Monthly Amount
Senior Center	
Medical	
Employment/Education	
Social/Recreation	
Shopping	
Other - Church	
Total Trip Purpose	

Number of days Operated During Month: _____

PREPARED BY: _____ PHONE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

OPERATING STATEMENT INSTRUCTIONS

Report Item	Description
Revenue - Farebox	Amount of revenue collected in the farebox monthly
Revenue - Contract	Amount of revenue collected for special trips
In-Service Miles	The amount of miles the bus traveled during the month
In-Service Hours	The amount of actual hours the bus operated during the month
Odometer Reading	The end of the month odometer reading

Passengers	Description
Elderly-Ambulatory	The amount of elderly passengers who are mobile and can board the vehicle independently
Elderly Non-Ambulatory	The amount of elderly passengers who are not mobile or are wheelchair bound
Disabled-Ambulatory	The amount of disabled passengers who are mobile and can board the vehicle independently
Disabled-Non-Ambulatory	The amount of disabled passengers who are not mobile or are wheelchair bound
General Public	Passengers who are not calculated in either the Elderly or Disabled Categories
Total Passengers	Total Passenger Count for the Month

Trip Purpose	Description
Senior Center	Passengers being transported to a senior center
Medical	Passengers being transported to medical appointments
Employment/Education	Passengers being transported to employment or education sites
Social/Recreation	Passengers being transported for social or recreational functions
Shopping	Passengers being transported for shopping
Other - Church	Any other passenger trips
Total Trip Purpose	Total Trip Purpose for the Month

ATTACHMENT E

Project Title: Statewide Special Transportation Assistance Program for _____

COOPERATIVE VEHICLE MAINTENANCE AGREEMENT

This Agreement made this _____ day of _____, 20__ by and between PRINCE GEORGE'S COUNTY, MARYLAND, a body corporate and politic ("the County"), and the Incorporated Municipality: _____ body corporate and politic ("the O/A").

WITNESS THAT WHEREAS, Section 602 of the County Charter and Section 10-170 of the County Code, 1975 Edition (1977 Supplement) authorizes the County to participate in cooperative purchasing and service arrangements with other jurisdictions; and

WHEREAS, the County operates a Vehicle Maintenance Facility with branches throughout the County ("The Facility") for maintenance and repair of County-owned vehicles; and

WHEREAS, _____ desires to have its vehicles maintained and repaired on an as needed basis at the County's Facility; and

WHEREAS, the County has expressed a willingness to provide _____ with services routinely provided to the County at the Facility;

NOW THEREFORE, the County and Municipality: _____ mutually agree as follows:

1. Services: On an as needed basis, the County shall provide vehicle

maintenance services which will include as needed repairs (together with necessary parts), preventative maintenance and retention of historical maintenance records of all vehicles.

2. Location: The services to be provided under this Agreement are to be performed at any County Vehicle Maintenance Facility, unless the County designates a specific facility.
3. Delivery: _____ shall be responsible for delivering and picking up vehicles requiring service to the Facility. In the event that the County is required to deliver any vehicle, _____ shall be liable for all costs associated with the delivery.
4. Costs: The County shall charge _____ for the performance of services (labor and parts) under this Agreement at rates charged to other users and calculated by the County's Mainstem Management Information System. Services shall be performed and the County shall bill _____ by invoice or in such other manner found to be acceptable by the County. Payments are to be made to the Office of Finance for Prince George's County no later than twenty days after billing.
5. Priorities: Repair and maintenance of County-owned vehicles shall be given priority during high peak load periods.
6. Warranties: Where the County is able to obtain manufacturer's warranties for replacement parts necessary for the maintenance and/or repair of any Municipality: _____ vehicles, the warranty shall be passed on to _____. Otherwise, the County makes no warranties or

representations as to neither replacement parts nor does the County warrant any rework on the vehicles belonging to _____.

7. Acts of God and Vandalism: The County shall not be liable for any damage to vehicles of _____ resulting from acts of vandalism, acts of god, or acts by persons not under the control of the County.

8. Hold Harmless: _____ shall save and hold harmless the County from any and all damages, causes of action, and judgments accruing in any way against the County, its officers, or any of its employees arising directly or indirectly out of the performance of services under this Agreement.

9. Agreement Term: The term of this Agreement shall be from the date of this Agreement until such time as _____ determines that services are no longer required.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first written above.

WITNESS

Municipality: _____

WITNESS

PRINCE GEORGE'S COUNTY

Carla A. Reid
Deputy Chief Administrative Officer

Reviewed and Approved By:

Haitham A. Hijazi, Director
Department of Public Works and Transportation

Reviewed For Legal Form and Sufficiency:

MUNICIPAL VEHICLE LEASE PURCHASE AGREEMENT

*Executed in cooperation with the Statewide Special Transportation
Program operating agreement attached*

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this ____ day of _____, (2013), by and between Prince George's County, Maryland, a body corporate and politic, (hereinafter referred to as the "County" or "(Lessor)") and the Incorporated City of _____, Maryland, (hereinafter referred to as "Lessee").

WHEREAS, the Lessor has a desire to enter into a lease agreement with the Lessee in regards to a bus to be used and operated by the Lessee as public transportation; and

WHEREAS, the Lessee has a desire to enter into lease agreement with the Lessor of a bus in order to provide public transportation for the residents of Lessee.

NOW THEREFORE, in consideration for the mutual promises, representations and covenants, the parties agree to the following terms obligations below:

Term:

The term of this Lease Agreement shall be effective as of _____ and shall continue through _____.

GENERAL TERMS:

The parties agree that Lessee will Lease certain vehicle(s) from the Lessor according to the terms of this Municipal Vehicle Lease Purchase Agreement contained herein and the Agreement dated _____, by and between the Parties in regards to the lease,

maintenance, and use of the vehicle(s) pursuant to the Statewide Special Transportation Program. Lessee will keep and maintain the vehicles in good running manner and will keep it in good repair, having it properly serviced at the expense of Lessee. The Lessee shall make all necessary repairs to the vehicle. The vehicle will be kept and maintained in a storage space except when in use. The Lessee will pay for at their sole expenses, gasoline, oil, anti-freeze, washings and storage fees for the vehicle leased under this agreement.

INDEMNIFICATION:

The Lessee will save and keep harmless and indemnify the Lessor against any and all liability claims, and the cost of whatsoever kind and nature arising or alleged to have arisen for injury, including personal injury to or death of person or persons, and for loss or damage occurring in connection with activities to be performed under this Contract resulting in whole or in parts from the acts, errors or omissions of the Lessee, vendors, any employees, agents, and/or representatives of the Lessee.

INSURANCE REQUIREMENTS:

The Lessee will provide Lessor with evidence of its commercial insurance coverage on a monthly basis for the following exposures along with operating statistics which are captured in the Call-A-Bus report.

WORKER'S COMPENSATION:

An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed. The Lessee will provide coverage for these exposures on an "if any

basis." The coverage under such an insurance policy or policies shall have limits not less than:

Worker's Compensation: STATUTORY LIMITS

Employer's Liability:

- Each Accident \$500,000
- Disease Policy Limits \$500,000
- Disease - Each Employee \$500,000

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL):

An insurance policy covering the liability of the Lessor for all work or operations under or in connection with this Project; and all obligations assumed by the Lessor under this Contract. Products, Completed Operations and Contractual Liability must be included. The coverage under such insurance policy or policies shall have limits not less than:

- Bodily injury and property
\$1,000,000/\$2,000,000/occurrence/damage liability aggregate
- Premises medical payments \$5,000
- Personal injury/advertising \$1,000,000

AUTOMOBILE LIABILITY INSURANCE:

An insurance policy covering the use of all owned, non owned, hired, rented or leased vehicles bearing license plates appropriate for the circumstances for which they are being used, as required by the Motor Vehicle Laws of the State of Maryland and not covered under the Lessee aforementioned Commercial General Liability Insurance.

The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPOERTY DAMAGE LIABILITY FOR \$1,000,000 Combined limit.

Prince George's County, Maryland, (Lessor) must be included as an additional insured under auto and general liability insurance coverage with respect to activities related to this Agreement.

If any default occurs by Lessee in complying with the terms of this Agreement or Lessee becomes unable to complete its obligations under this Agreement or any other related agreement, or the Lessee shall abandon the vehicle, the property and/or assets identified in this Lease shall be forfeited to the Lessor. Upon any such default, Lessor may terminate this Agreement, in which event Lessee shall transfer to Lessor any and all equipment attached to the vehicle that would have been provided at the initial installation of this Agreement. The foregoing remedies for default shall not be exclusive but shall be cumulative and in addition to other remedies at the Lessor's disposal.

Lessor does not assume any liability for any acts of omissions of any agents, employees or drivers of the leased vehicle(s) and Lessee specifically releases Lessor itself from such liability. Other than the right and requirement to purchase the leased vehicle(s) after two years from the date this Lease Agreement has passed, Lessee has acquired no right, title or interest on the vehicle(s), except the right to use the same pursuant to the provisions of this Lease Agreement.

ASSIGNMENT OF INTEREST:

Lessee will not assign their interests, obligations, and rights pursuant to this Agreement to any third party without the express written consent of the Lessor. Lessee shall not permit the use of this vehicle by any person other than Lessee's authorized employees, vendor, contractor or agents without written consent of Lessor.

LESSEE'S OPTION TO PURCHASE THE LEASED VEHICLE(S) :

Lessor grants the Lessee the right to purchase the vehicle at the end of the term of this Lease for the sum of \$1.00 which will be the at the end date of FTA/MTA useful life date. Lessee shall do so by written notice of the intent to do so no less than 60 days prior to the end of the term of this Lease which coincides with the useful life of said vehicle.

MODIFICATION:

The parties hereby agree that this document and the attached Agreement contains the entire agreement between the parties and this Municipal Vehicle Lease Purchase Agreement shall not be modified, changed, altered or amended in any way except through written amendment signed by all of the parties hereto.

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:

To Lessor:

Prince George's County, Maryland
Department of Public Works and
Transportation

With Copies to: County Attorney

Office of Law, Room 5121
14741 Governor Oden Bowie Drive
Upper Marlboro, Maryland 20772

To Lessee:

City /Town

COMPLIANCE WITH LAW:

The Parties shall comply with all applicable laws, orders and codes of the federal, state and local governments as they pertain to this Agreement.

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. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in any federal or state court located in the State of Maryland, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent

permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.

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.

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.

BINDING EFFECT:

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

RECITALS:

The Recitals are expressly incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed:

As to Lessee, this _____ day of _____, 2012

Witnesses: "Lessee"

CITY/Town, MARYLAND

Mayor or Town Administrator

As to Lessor, this _____ day of _____, 2012.

Witnesses: "Lessor"

PRINCE GEORGE'S COUNTY, MARYLAND

By: _____
(Signature) (Date)
Carla A. Reid
Deputy Chief Administrative Officer
for Economic Development and Public
Infrastructure

Reviewed and Approval Recommended

By: _____
(Signature) (Date)
Haitham A. Hijazi, Director
Department of Public Works &
Transportation

Reviewed for Legal Sufficiency

Office of Law

6. Letter to SHA

re: US 1

DRAFT

March 19, 2013

Melinda B. Peters, Administrator
Maryland State Highway Administration
707 North Calvert Street
Baltimore, Maryland 21202

Re: Reconstruction of US Route 1 – Phase 1 Engineering/Undergrounding Utilities

Dear Ms. Peters:

The City of College Park's support for the reconstruction of Route 1, including the undergrounding of utilities, is long standing and well documented. At the request of both the city and the University of Maryland, the SHA hired consultants during the planning phase of the project to provide cost estimates for placing all of the utilities found along the corridor underground. In 2000, this cost for the entire corridor from College Avenue to the Beltway was estimated to be \$25,726,950 while the cost of relocating overhead utilities to new overhead utilities was estimated at \$14,000,000.

The SHA advised that cost sharing would be necessary in order to pay the difference between utility relocation and utility undergrounding and that the SHA would work with the city and others to identify funding models to accomplish this. The city agreed with this approach and retained its own consultants to examine tax increment financing (TIF) and special assessments as possible financing mechanisms to help fund the undergrounding of utilities. Consultant recommendations presented to the City Council included designating a Route 1 TIF district in the lower midtown section of the corridor currently undergoing redevelopment and utilizing both city and county incremental tax proceeds. A TIF district has not yet been created for this purpose based, in part, on the lack of accurate information regarding cost estimates and construction schedules.

The Central US 1 Corridor Sector Plan and SMA approved in 2010 for the revitalization and redevelopment of the corridor recommends a comprehensive utilities undergrounding program and requires developers to assess the feasibility of placing utilities underground in a redevelopment project. Undergrounding utilities is usually not possible on a site-by site basis making a comprehensive undergrounding plan even more important. Development conditions have been placed on several previously approved projects that require the applicant to pay their fair share of the costs of undergrounding utilities (typically not to exceed \$200,000) at such time that a comprehensive process is established. Most of these conditions will expire if a process is not established by 2020. Other applicants have been required to pay a lump sum to the city toward the future undergrounding of utilities. The city currently has \$10,000 on hand for this use which would be returned to the applicants if undergrounding does not occur.

When the engineering phase of this project was initiated, Mr. John Jenkins, Project Manager, contacted city and university staff for a meeting in May 2012. The city and university made it very clear at this meeting that the undergrounding of utilities was a priority that needed to be addressed from the beginning of the design process. Cost sharing for construction, not design, was again discussed and it was acknowledged by Mr. Jenkins that the recent development of high rises on Route 1 might preclude the relocation of utilities to another above-ground location within the SHA right-of-way making undergrounding a necessity. Mr. Jenkins provided a utility relocation flow chart that described a very deliberate SHA decision making process involving all stakeholders in assessing the options for the relocation of utilities (see attached).

Based on this information, the city understood that the issue of whether or not to underground utilities would be decided during the design process with the full participation of the city and other stakeholders. To date, the city has not been presented with any specific design information about the Route 1 plans or with any specific utility information or cost estimates. Mr. Jenkins provided a briefing on the status of the engineering project at a City Council meeting on January 2, 2013, and in response to a specific question about the undergrounding of utilities, advised that further discussion would be needed this summer after additional utility location information was obtained by SHA. In an email following this meeting from Mr. Jenkins to Terry Schum, the city's Planning Director, Mr. Jenkins stated that he had asked for a determination of whether or not utility companies had prior rights on Route 1 and made a request for a survey crew to go out to determine the location of all existing underground utilities that should be completed by March (see attached).

The city respectfully requests that a meeting be held as soon as possible with all appropriate SHA staff and project stakeholders in order to clarify the next steps and timeframes in regard to the design and funding for the Route 1 project. We are interested in reviewing any specific design plans and utility information that may be available at this time. The undergrounding of utilities remains a priority for the city and we are willing to further the discussions regarding the financing mechanisms that have already been investigated.

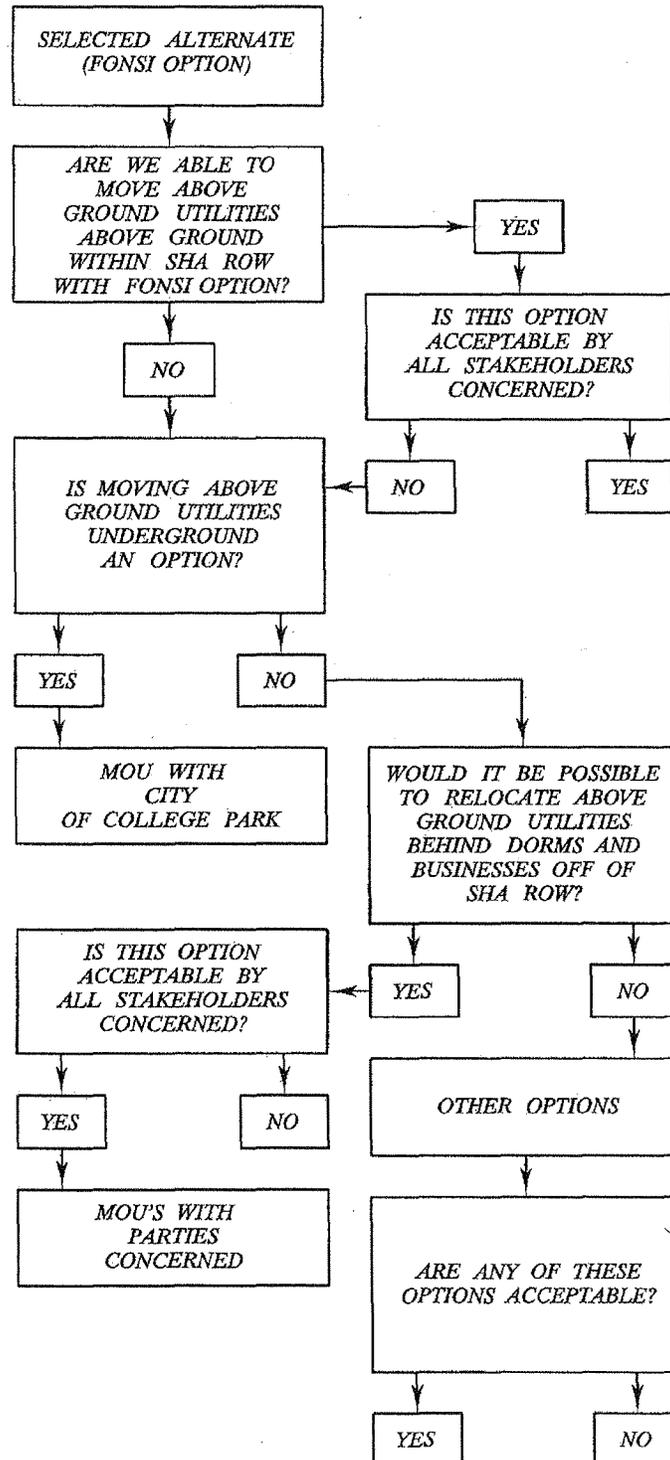
It is not our intent to hold up the design process in any way, or to impede full funding of the project. It is our goal to be a full participant in the process and to obtain the best possible outcome for the city, county and the state.

We look forward to hearing from you.

Sincerely,

Andrew Fellows
Mayor

UTILITY RELOCATION



Terry Schum

From: John Jenkins (OHD) [JJenkins2@sha.state.md.us]
Sent: Thursday, January 03, 2013 12:35 PM
To: Terry Schum
Subject: RE: US 1 @ College Park Meeting
Attachments: US1_MD193_pdf.pdf

Terry,

Here is the drawing from last night. Please be aware this is a tentative design only. I'm looking to eliminate the acceleration ramp off of Greenbelt Road on US 1 heading northbound. Since there is now a signal for a right turn there with two lanes in the slip ramp we don't need the long accel-lane. Also, we may not need to make the merge lane off of MD 193 as shown onto US 1 as long as it is now being portrayed. The original designers did not anticipate the construction of the Enclave and were very liberal in their design.

One thing I forgot to mention last night is the fact that no matter what design we have we will, by necessity, need to close off Metzert Road to motor vehicle access from US 1, which is one-way off of US 1. The current grade of Metzert Road at that location is between 17% and 20% which is far above AASHTO Guideline maximums. Any widening of US 1 will only increase that grade if we try and maintain a tie-in. Since maintaining access would involve reconstruction of the road, and possibly the bridge, within the Paint Branch flood plain we would be up against further environmental issues that would be insurmountable. I understand that emergency vehicles which service the homes on Metzert Road come from the Branchville Station and not the College Park VFD. Those emergency vehicles, from Branchville, have easy access to Metzert from MD 193 so I don't think closure of that entrance would be critical. We would maintain bicycle access to and from Metzert Road at that location.

I contacted our District Utilities personnel and gave them a head's up that we want to start moving on the underground utility issue ASAP. I've instructed them to determine prior rights along US 1. If the utility companies DO NOT have prior rights then that would make things easier for us getting them moved. If they do have prior rights then it will be an expense we'll just have to bear. We can't require that they put the utilities underground but there may be some offset costs we can place onto them. I can't give you any details at the present time. I also have a Utility Designation request in to have a survey crew go out and determine the location of all the underground utilities. Hopefully that should be completed by March of this year. Please be flexible with that date however.

I can arrange a meeting with our Landscaping people relatively soon to go over the issues. My Landscaping liaison is:

Chris Dalton. Cdalton5@sha.state.md.us 410-545-8602

I also have a consultant working on Landscaping from the Wilson T. Ballard company, David Dows. I am sure either of these two, along with myself, would be more than happy to meet with you to go over the issues at a time and place of your convenience. Thanks.

John

From: Terry Schum [mailto:tschum@collegeparkmd.gov]
Sent: Thursday, January 03, 2013 11:07 AM
To: John Jenkins (OHD)
Subject: RE: US 1 @ College Park Meeting

7. Legislation

INFORMATIONAL REPORT

TO: Mayor and City Council
FROM: Chantal R. Cotton, Assistant to the City Manager *CC*
THROUGH: Joseph Nagro, City Manager
DATE: March 15, 2013
SUBJECT: State Legislation Update

SUMMARY

The bills below represent the City’s legislative priorities and bills on which we have taken a position. The ‘topic of interest’ section contains information about the main speed camera legislation. The “county bill updates” section contains information about CB 6 and CB 12.

Bill Name and Sponsor	Description and Update
<p>HB 111 / SB 45: Maryland Consolidated Capital Bond Loan of 2006 - Prince George's County - College Park City Hall</p> <p>Sponsor: Delegate Joseline Peña-Melnyk and Senator Jim Rosapepe</p>	<p>3.15 Update: One bill has been created in the House and one bill in the Senate for all “prior authorization bond requests.” The Sponsors included our bond bills (HB 111 and SB 45) in these omnibus bills (HB 1372 and SB 934).</p> <p>Thus far, no one has officially shortened our proposed deadline.</p>
<p>PG 309-13 (HB 1070): Alcoholic Beverages - City of College Park - Sales by License Holders</p> <p>Sponsors: Delegate Benjamin Barnes and Senator Jim Rosapepe</p>	<p>3.15 Update: The bill passed through the House on its third reading and is now assigned to the Senate Education, Health, and Environmental Affairs (EHEA) Committee. No EHEA hearing date set yet. Staff will attend the Prince George’s County Senate Delegation meeting about this bill when it gets scheduled.</p>
<p>PG 310-13: City of College Park - Alcoholic Beverages Licenses for Supermarkets</p> <p>Sponsors: Delegate Benjamin Barnes and Senator Jim Rosapepe</p>	<p>3.15 Update: The full Prince George’s County House Delegation voted unfavorably on this bill on February 22nd. The Economic Matters Committee voted unfavorably on this bill on March 5th.</p>
<p>School Impact Fees: There will not be a bill for this issue this session.</p>	<p>No new update. No bill.</p>
<p>PG 401-13: Prince George’s County – Authority to Impose Fees for Use of Disposable Bags</p> <p>Sponsor: Delegate Barbara Frush and Senator Paul Pinsky</p>	<p>The City supported this bill this session.</p> <p>3.15 Update: Delegate Frush continues to advocate on behalf of this bill in the Prince George’s County Delegation. No other current updates or needed actions from the City.</p>

<p>HB 337 (SB 514): Natural Gas – Hydraulic Fracturing – Prohibition (Attachment 1)</p> <p>Sponsor: Delegate Shane Robinson (Montgomery County) and Senator Karen Montgomery (Montgomery County)</p>	<p>The City supported this bill to ban fracking in Maryland.</p> <p>3.15 Update: The Senate Education, Health, and Environmental Affairs Committee voted unfavorably on this bill. They stated that now is premature to act on this subject matter before seeing the outcome of the previously commissioned fracking study. The House sponsor withdrew the bill thereafter and the House Environmental Matters Committee hearing for this bill on March 8th was cancelled.</p>
<p>HB 339: Vehicle Laws – Bicycles – Required Use of Protective Headgear (Attachment 3)</p> <p>Sponsor: Delegate McIntosh (Baltimore City and Chairwoman of Environmental Matters Committee)</p>	<p>This bill would require all bicycle riders to wear a helmet on any highway, bicycle way, or other property open to or used by the public for pedestrian or vehicular traffic.</p> <p>3.15 Update: The City Attorney wrote an amendment for the bill and the language was shared with Delegate Frush. Delegate Frush plans to give the bill amendment to the bill sponsor before a vote is taken on the bill.</p>
<p>HB 820 (SB 893): Municipal Property Taxes – Annual Budget Ordinance and Special Rates (Attachment 4)</p> <p>Sponsor: Delegate Frick (Montgomery County) and Senator Manno (Montgomery County)</p>	<p>This bill would limit the ability for a municipality to establish a special taxing rate. It would cap the rate at no more than 110% of the rate used for all other real properties. The City and MML opposed this bill.</p> <p>3.15 Update: The Senate Budget and Taxation Committee heard this bill today and MML testified against the bill.</p>
<p>HB 640: Washington Suburban Sanitary Commission – Sewage Leaks – Notice Requirements MC/PG 115-13 (Attachment 5)</p> <p>Sponsor: Delegate Hucker</p>	<p>This bill would require WSSC to notify the County and any municipal corporation in which a sewage leak is located within 24 hours of the discovery of the leak. The City supported this bill.</p> <p>3.15 Update: The Environmental Matters Committee heard this bill on March 7th.</p>
<p>SB 641 (HB 1085): Statewide Container Recycling Initiative</p> <p>Sponsor: Senator Frosh and Delegate McIntosh</p>	<p>This bill would impose a 5 cent redeemable beverage container deposit which would be applied to all individually sealed glass, metal, aluminum, steel, or plastic jars that contain between 6 and 33.8 fluid ounces of a beverage. The bill would also require counties and cities to establish redemption centers. Of the 5 cents for each container, 3 cents would come back to the municipality. The bill would hurt municipal curbside recycling programs by removing glass, metal, and plastic materials which currently financially sustain the programs. The City opposed this bill.</p> <p>3.15 Update: The Senate Education, Health, and Environmental Affairs and Finance Committees heard this bill on March 5th with many people opposing it. The House Environmental Matters and Economic Matters Committees also heard this bill on March 8th.</p>

HB 217 (SB 373): Early Voting Act of 2013

Sponsors: Delegate Rosenberg and Senator Ferguson (Baltimore City)

The bill increases the number of early voting centers in each county during regularly scheduled general elections and, by the discretion of the State Board of Elections, during scheduled primary elections. The bill also establishes a nine-day early voting period for the 2014 and future elections. This would allow for early voting from the second Saturday before an election up to the Sunday before an election. The City supported this bill.

3.15 Update: The bill was voted unfavorable in both the House and Senate committees.

HB 224 (SB 279): Election Law – Improving Access to Voting

This Administration bill (1) increases the number of early voting centers in certain counties; (2) establishes an eight-day early voting period for the 2014 and future elections; (3) allows for an individual to register to vote and subsequently vote during early voting, at an early voting center; and (4) makes specified changes to absentee voting provisions, including expanding and clarifying the methods by which a voter may request to receive an absentee ballot. The City supported this bill.

3.15 Update: The Senate passed this bill on March 11th. The House Ways and Means Committee heard the bill on February 21st. No House Committee vote yet.

SB 281 (HB 294): Firearms Safety Act of 2013

Sponsor: President Michael Miller (by Request of the Governor)

SB 281, the Governor's bill, seeks to modify and expand the regulation of firearms and ammunition in the State. It makes significant changes related to mental health restrictions on the possession of firearms. The bill passed the Senate with amendments. The City supported the bill.

3.15 Update: Bill heard by the House Judiciary and Health and Government Operations Committees on March 1st.

SB 266 (HB 375): Regulated Firearms - Database - Applications for Dealer's License - Record Keeping and Reporting Requirements

Sponsor: Senator Frosh (Montgomery County) and Delegate McIntosh (Baltimore City)

SB 266 establishes recordkeeping and reporting requirements for State-regulated firearm dealer licenses. The City supported this bill. Bill Heard. No vote yet.

SB 540: Public Safety - Regulated Firearms - Reporting Lost or Stolen

Sponsor: Senator Raskin (Montgomery County)

SB 540 increases the penalties for gun owners and law enforcement officials in relation to lost or stolen guns. The bill would require a gun owner to report a lost or stolen gun within 72 hours of having lost the gun. Law enforcement officers must enter the information into a national database. The City supported this bill.

3.15 Update: The Senate Judiciary Proceedings Committee heard this bill on March 6th. Not vote yet.

HB 1515 (SB 1054): Transportation Infrastructure Act of 2013

Sponsor: President Michael Miller and Speaker Michael Busch (by Request of the Governor)

The Transportation Infrastructure Act of 2013 provides the necessary funding for infrastructure projects in Maryland. The bill protects funds in the Transportation Trust Fund from being reallocated to other parts of the budget. The bill would provide over \$800 million per year in new transportation funds when fully phased in by reducing the gas excise tax rate by 5 cents per gallon and indexing it to the consumer price index to adjust for inflation. It would also apply a new sales tax on gasoline starting this summer. The gas tax changes virtually eliminate funding for HUR in years after 2015. The City supported this bill with concerns stated about its effects on HUR funding.

3.15 Update: The House Ways and Means Committee heard this bill today and the Senate crossfile has not yet been assigned to a Committee.

Topic of Interest:

Topic

HB 929: Motor Vehicles – Speed Monitoring Systems – Local Jurisdictions Attachment 2

Sponsor: Delegate Malone (Baltimore and Howard County) and Delegate McMillan (Anne Arundel County)

More Information and Current Status

Although many Delegates sponsored speed camera bills this session, this bill will serve as the main bill. Thus far, the bill mainly clarifies who can review speed camera citations. The bill would allow only a “duly authorized law enforcement officer employed by or under contract with an agency” to confirm tickets.

The hearing date is set for March 5th at 1pm before the Environmental Matters Committee.

3.15 Update: Many updates are being offered to this bill. MML remains diligent with keeping the City up-to-date about the most recent proposed amendments.

County Bill Updates:

Bill Name, Topic, and Sponsor

CB 6: Transit-Oriented Priority Development

Sponsor: Councilman Eric Olson

More Information and Current Status

This bill expedites the development review process for developments near Metrorail stations in areas with an approved transit district overlay zone (TDOZ) in place or within ¼ mile of a Metrorail station. The City supported this bill.

3.15 Update: PZED held a hearing on March 13th about this bill and CB 12. People in attendance overall supported CB 6.

CB 12: Transit-Oriented Jobs Act of 2013

Sponsor: Councilman Mel Franklin

CB 12 creates an expedited review process for all properties within ½ mile of a Metrorail station or a MTA station. The process has many missing pieces in it, thus the City opposed this bill in its current form.

3.15 Update: The PZED hearing on March 13th allowed for public comment about this bill as well as CB 6. Hearing attendees overwhelmingly opposed this bill and stated that they had not yet had time to review Mr. Franklin's revised bill.

Overall, City staff is unsure of the next steps for both of these bills, but will continue to watch for updates.

8. Boards & Committees

**City of College Park
Board and Committee Appointments**

Shaded rows indicate a vacancy or reappointment opportunity.
The date following the appointee's name is the date of initial appointment.

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

City Code Chapter 15 Article IV: The APC shall be composed of 7 members appointed by the Mayor with the approval of Council, shall seek to give priority to the appointment of residents of the City and assure that there shall be representation from each of the City's four Council districts. Vacancies shall be filled by the Mayor with the approval of the Council for the unexpired portion of the term. Terms are three years. The Chairperson is elected by the majority of the Commission. Members are compensated. Liaison: Planning.

Airport Authority			
Appointee	Resides in	Appointed by	Term Expires
James Garvin 11/9/04	District 3	M&C	07/14
Jack Robson 5/11/04	District 3	M&C	02/14
Anna Sandberg 2/26/85	District 3	M&C	03/16
Gabriel Iriarte 1/10/06	District 3	M&C	02/13
Christopher Dullnig 6/12/07	District 2	M&C	10/13
VACANT		M&C	
VACANT		M&C	

City Code Chapter 11 Article II: 7 members, must be residents and qualified voters of the City, appointed by Mayor and City Council, *term to be decided by appointing body*. Vacancies shall be filled by M&C for an unexpired portion of a term. Authority shall elect Chairperson from membership. Not a compensated committee. Liaison: City Clerk's Office.

Animal Welfare Committee			
Appointee	Resides in	Appointed by	Term Expires
Cindy Vernasco 9/11/07	District 2	M&C	09/13
Linda Lachman 9/11/07	District 3	M&C	09/13
Marcia Booth 3/9/10	District 1	M&C	03/13
Dave Turley 3/23/10	District 1	M&C	03/13
Christiane Williams 5/11/10	District 1	M&C	05/13
Patti Brothers 6/8/10	Non resident	M&C	06/13
Taimi Anderson 6/8/10	Non resident	M&C	06/13

Harriet McNamee 7/13/10	District 1	M&C	07/13
Suzie Bellamy 9/28/10	District 4	M&C	09/13
Harleigh Ealley 12/14/10	District 1	M&C	12/13
Christine Nagle 03/13/12	District 1	M&C	03/15
10-R-20: Up to fifteen members appointed by the Mayor and Council for three-year terms. Not a compensated committee. Liaison: Public Services.			

Board of Election Supervisors			
Appointee	Represents	Appointed by	Term Expires
John Robson (Chief) 5/24/94	Mayoral appt	M&C	03/15
Terry Wertz 2/11/97	District 1	M&C	03/15
Maxine Gross 3/25/03	District 2	M&C	03/15
VACANT	District 3	M&C	
Charles Smolka 9/8/98	District 4	M&C	03/15
<p>City Charter C4-3: The Mayor and Council shall, not later than the first regular meeting in March of each year in which there is a general election, appoint and fix the compensation for five qualified voters as Supervisors of Elections, one of whom shall be appointed from the qualified voters of each of the four election districts and one of whom shall be appointed by the Mayor with the consent of the Council. The Mayor and Council shall designate one of the five Supervisors of Elections as the Chief of Elections. This is a compensated committee. For purposes of compensation the year shall run from April 1 – March 31. Per Council action (item 11-G-66) effective in March, 2013: In an election year all of the Board receives compensation. In a non-election year only the Chief Election Supervisor will be compensated. Liaison: City Clerk's office.</p>			

Cable Television Commission			
Appointee	Resides in	Appointed by	Term Expires
Jane Hopkins 06/14/11	District 1	Mayor	06/14
Blaine Davis 5/24/94	District 1	Mayor	12/15
James Sauer 9/9/08	District 3	Mayor	09/14
Tricia Homer 3/12/13	District 1	Mayor	03/16
Clay Gump 3/12/02	District 3	Mayor	11/13
<p>City Code Chapter 15 Article III: Composed of four Commissioners plus a voting Chairperson, appointed by the Mayor with the approval of the Council, three year terms. This is a compensated committee. Liaison: City Manager's Office.</p>			

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

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

The CPCUP is a 501(c)(3) corporation whose mission is to promote and support commercial revitalization, economic development and quality housing opportunities consistent with the interests of the City of College Park and the University of Maryland. The CPCUP is not a City committee but the City makes appointments to the Partnership. Class B Directors are appointed by the Mayor and City Council; Class C Directors are jointly appointed by the Mayor and City Council and the President of the University of Maryland.

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

Resolution 05-R-15. Membership shall be composed as follows: A Citizen Corps Coordinator for each neighborhood shall be nominated and appointed by the Mayor and Council and serve as a potential member of the CPCCC for the term of their respective office in the neighborhood group. Mayor and Council shall nominate and appoint 5 to 7 residents to serve as community coordinators and to serve on the CPCCC. At least one member of the CPCCC shall be the Neighborhood Watch Coordinator, and at least one member shall represent each of the other Citizen Corps programs such as CERT, Fire Corps, Volunteers In Police Service, etc. Each member of the CPCCC shall serve for a term of 3 years, and may be reappointed for an unlimited number of terms. The Mayor, with the approval of the City Council, shall appoint the Chair and Co-Chair of the CPCCC from among the members of the committee. The Director of Public Services shall serve as an ex officio member. Not a compensated committee. Liaison: Public Services.

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

City Code Chapter 15 Article VIII: No more than 25 members, appointed by the Mayor and Council, three year terms, members shall elect the chair. Not a compensated committee. Liaison: Planning.

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

Resolutions 97-R-17, 99-R-4 and 10-R-13: At least 9 members who shall be appointed by the Mayor and Council: at least two from each Council District and one nominated by the University of Maryland. Two year terms. The Committee shall appoint the Chair and Vice-Chair of the Committee from among the members of the Committee. Not a compensated committee. Liaison: Youth and Family Services.

Ethics Commission			
Appointee	Represents	Appointed by	Term Expires
Edward Maginnis 09/13/11	District 1	Mayor	09/13
Forrest B. Tyler 3/24/98	District 2	Mayor	06/13
Sean O'Donnell 4/13/10	District 3	Mayor	04/12
Gail Kushner 09/13/11	District 4	Mayor	09/13
Robert Thurston 9/13/05	At Large	Mayor	09/12
Alan C. Bradford 1/23/96	At-Large	Mayor	11/12
Frank Rose 05/08/12	At-Large	Mayor	05/14

City Code Chapter 38 Article II: Composed of seven members appointed by the Mayor and approved by the Council. Of the seven members, one shall be appointed from each of the City's four election districts and three from the City at large. 2 year terms. Commission members shall elect one member as Chair for a renewable one-year term. Commission members sign an Oath of Office. Not a compensated committee. Liaison: City Clerk's office.

Farmers Market Committee			
Appointee	Represents	Appointed by	Term Expires
Margaret Kane 05/08/12	District 1	M&C	05/15
Robert Boone 07/10/12	District 1	M&C	07/15
Lily Fountain 07/10/12	District 2	M&C	07/15
Leo Shapiro 07/10/12	District 3	M&C	07/15

Julie Forker 07/10/12	District 3	M&C	07/15
	District 4	M&C	
Kimberly Schumann 09/11/12	District 1	M&C	09/15
Priyanka Basumallick 07/10/12	Student	M&C	07/15

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

Housing Authority of the City of College Park

Helen Long 11/12/02		Mayor	05/01/17
George L. Marx 7/8/03		Mayor	05/01/13
John Moore 9/10/96		Mayor	05/01/14
Thelma Lomax 7/10/90		Mayor	05/01/15
Carl Patterson 12/11/12	Attick Towers resident	Mayor	05/01/16

The College Park Housing Authority was established in City Code Chapter 11 Article I, but it operates independently under Article 44A Title I of the Annotated Code of Maryland. The Housing Authority administers low income housing at Attick Towers. The Mayor appoints five commissioners to the Authority; each serves a five year term; appointments expire May 1. Mayor administers oath of office. One member is a resident of Attick Towers. The Authority selects a chairman from among its commissioners. The Housing Authority is funded through HUD and rent collection, administers their own budget, and has their own employees. The City supplements some of their services.

Neighborhood Stabilization and Quality of Life Workgroup

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

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

Neighborhood Watch Steering Committee			
	Resident of:	Appointed By:	Term Expires:
Robert Boone 04/12/11	District 1	M&C	04/13
Aaron Springer 02/14/12	District 3	M&C	02/14
Zari Malsawma 04/12/11	District 4	M&C	04/13
The Neighborhood Watch Steering Committee was created on April 12, 2011 by Resolution 11-R-06 as a three-person Steering Committee whose members shall be residents. Coordinators of individual NW programs in the City shall be ex-officio members. Terms are for two years. Annually, the members of the Steering Committee shall appoint a Chairperson to serve for a one-year term. Meetings shall be held on a quarterly basis. This Resolution dissolved the Neighborhood Watch Coordinators Committee that was established by 97-R-15. This is not a compensated committee. Liaison: Public Services.			

Noise Control Board			
Appointee	Represents	Appointed by	Term Expires
Mark Shroder 11/23/10	District 1	Council, for District 1	11/14
Harry Pitt, Jr. 9/26/95	District 2	Council, for District 2	03/16
Alan Stillwell 6/10/97	District 3	Council, for District 3	09/16
Suzie Bellamy	District 4	Council, for District 4	12/16
Adele Ellis 04/24/12	Mayoral Appt	Mayor	04/16
Bobbie P. Solomon 3/14/95	Alternate	Council - At large	12/12
Larry Wenzel 3/9/99	Alternate	Council - At large	12/12
City Code Chapter 138-3: The Noise Control Board shall consist of five members, four of whom shall be appointed by the Council members, one from each of the four election districts, and one of whom shall be appointed by the Mayor. In addition, there shall be two alternate members appointed at large by the City Council. The members of the Noise Control Board shall select from among themselves a Chairperson. Four year terms. This is a compensated committee. Liaison: Public Services.			

Recreation Board			
Appointee	Represents	Appointed by	Term Expires
Wade Price 12/14/05	District 1	M&C	02/15
Sarah Araghi 7/14/09	District 1	M&C	07/15
Alan C. Bradford 1/23/96	District 2*	M&C	02/14
VACANT	District 2	M&C	
Adele Ellis 9/13/88	District 3	M&C	02/14
VACANT	District 3	M&C	
Barbara Pianowski 3/23/10	District 4	M&C	03/13
VACANT	District 4	M&C	
Bettina McCloud 1/11/11	Mayoral	Mayor	01/14
VACANT	Mayoral**	Mayor	

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

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

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

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

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

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

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

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

Veterans Memorial Improvement Committee			
Appointee	Represents	Appointed by	Term Expires
Winston Hazard 1/7/01		M&C	03/14
Deloris Cass 11/7/01		M&C	12/15
Joseph Ruth 11/7/01	VFW	M&C	12/15
Leonard Smith 11/25/08		M&C	03/15
Blaine Davis 10/28/03	American Legion	M&C	12/15
Rita Zito 11/7/01		M&C	02/15
Doris Davis 10/28/03		M&C	12/15
Mary Cook 3/23/10		M&C	03/13
Resolution 01-G-57: Board comprised of 9 to 13 members including at least one member from American Legion College Park Post 217 and one member from Veterans of Foreign Wars Phillips-Kleiner Post 5627. Appointed by Mayor and Council. Three year terms. Chair shall be elected each year by the members of the Committee. Not a compensated committee. Liaison: Public Works.			