



TUESDAY, OCTOBER 11, 2016
CITY OF COLLEGE PARK
COUNCIL CHAMBERS
7:30 P.M.

MAYOR AND COUNCIL REGULAR MEETING
AGENDA

(There will be a Worksession Following the Regular Meeting)

COLLEGE PARK MISSION STATEMENT

The City Of College Park Provides Open And Effective Governance And Excellent Services That Enhance The Quality Of Life In Our Community.

1. **MEDITATION**
2. **PLEDGE OF ALLEGIANCE:** Led by Councilmember Brennan
3. **ROLL CALL**
4. **ANNOUNCEMENTS**
5. **CITY MANAGER'S REPORT**
6. **ACKNOWLEDGMENTS**
7. **PROCLAMATIONS AND AWARDS**
8. **AMENDMENTS TO AND APPROVAL OF THE AGENDA**
9. **PUBLIC COMMENT ON CONSENT AGENDA AND NON-AGENDA ITEMS** - Speakers are asked to provide their name and address for the record, and are given three minutes to address the Council.
10. **PRESENTATIONS:**
 - a. SHA Presentation on the noise study report for the Greenbelt Metro Interchange Project
 - b. Update on the Strategic Plan – Bill Gardiner, Assistant City Manager
11. **PUBLIC HEARINGS** (None)
12. **CONSENT AGENDA** - Note: Consent Agenda items are routine items of business that are collectively presented for approval through a single motion. A Councilmember may request that an item be pulled from the Consent Agenda and placed under Action Items for separate discussion and action.

16-R-27 Approval of a Resolution to disband the Neighborhood Watch Steering Committee

Motion By:
To: Adopt
Second:

16-G-128 Approval of Minutes: Special Session on September 20, 2016; Regular Meeting on September 27, 2016; Special Session on September 27, 2016
 Aye:
 Nay:
 Other:

13. ACTION ITEMS

16-G-123 Approval of release of escrow funds from PPC/CHP Maryland Limited Partnership subject to agreement by the owners to install safety improvements at the intersection
 Motion By: Nagle
 To: Approve
 Second:
 Aye: Nay:
 Other:

16-G-124 Consideration of a request from the College Park Tennis Club for a \$10,000 grant in exchange for certain considerations as outlined in their proposal to the Council on October 4, 2016
 Motion By: Day
 To: Approve
 Second:
 Aye: Nay:
 Other:

16-G-125 Approval of Detailed Site Plan, with conditions, and Declaration of Covenants for LIDL (follow up to the September 20 W/S)
 Motion By:
 To:
 Second:
 Aye: Nay:
 Other:

16-G-122 **Placeholder:** Motion to support the application for a new Class B (BLX) Beer, Wine and Liquor License for the use of Milkboy College Park, LLC t/a Milkboy & Arthouse, subject to the applicant entering into a Property Use Agreement (PUA) with the City in substantially the form attached; authorize the City Manager to sign the PUA; and authorize staff to testify to the City's position at the BOLC hearing.
 Motion By:
 To: Adopt
 Second:
 Aye:
 Nay:
 Other:

16-G-126 Consideration of a Council position on County bill CB-93-2016 - Healthy requirements for vending machines on County, municipal and M-NCPPC property throughout Prince George's County.
 Motion By:
 To:
 Second:
 Aye:
 Nay:
 Other:

16-G-129 Discussion of City support for community diversity dialogs
 Motion By:
 To:
 Second:
 Aye:
 Nay:
 Other:

16-G-127 Consideration of a Council position on County bill CB-84-2016 - Outdoor Advertising Signs (Billboards) to include Digital Billboards
 Motion By:
 To:
 Second:
 Aye:
 Nay:
 Other:

16-O-09 Introduction of an Ordinance to lower the City's Homestead Tax Credit Rate from 4% to 2%.
(The Public Hearing will be October 25, 2016 in the Council Chambers.)

Motion By:
To: Introduce
Second:

14. **MAYOR AND COUNCILMEMBER REPORTS/COMMENTS**
15. **STUDENT LIAISON'S REPORT/COMMENTS**
16. **CITY MANAGER'S REPORT/COMMENTS**
17. **GENERAL COMMENTS FROM THE AUDIENCE**
18. **ADJOURN**

WORKSESSION FOLLOWING THE REGULAR MEETING

1. Discussion with University of Maryland representatives about their full plan of parking reductions and the impact to the City (Delayed from September 20, 2016 W/S)
Guest: David Allen, UMD Department of Transportation
2. Discussion of the City's legislative priorities for 2017 – Bill Gardiner, Assistant City Manager

STATUS/INFORMATION REPORTS FOR COUNCIL REVIEW

(None)

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- This agenda is subject to change. For the most current information, please contact the City Clerk at 240-487-3501.
 - Public Comment is taken during Regular Business meetings on the second and fourth Tuesdays of the month in one of the following ways. All speakers are requested to complete a card with their name and address for the record.
 - To comment about a topic not on the meeting agenda: Speakers are given three minutes to address the Council during "Public Comment on Non-Agenda Items" at the beginning of each Regular Meeting.
 - To comment on an agenda item during a Regular Business meeting: When an agenda item comes up for consideration by the Council, the Mayor will invite public comment prior to Council deliberation. Speakers are given three minutes to address the Council on that agenda item.
 - In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at 240-487-3501 and describe the assistance that is necessary.

Presentation:

Update on the Strategic Plan

INFORMATION REPORT / MEMORANDUM

TO: Mayor and City Council
FROM: Bill Gardiner, Assistant City Manager
THROUGH: Scott Somers, City Manager
DATE: October 7, 2016
SUBJECT: City Strategic Plan Presentation

Council will receive during the October 11 Council Meeting a presentation on the status of the City's strategic plan action items. As you know, the City Council adopted the 2015 – 2020 Strategic Plan in August 2015. In addition to the City Vision, Mission, and Values, the plan contains six goals: One College Park, Environmental Sustainability, High Quality Development and Reinvestment, Quality Infrastructure, Effective Leadership, and Excellent Services.

The goals were established by the Mayor and Council, and staff developed 42 action items to move the City toward fulfillment of each goal. The items have been assigned to specific staff and given estimated start and completion dates. The action items also have key steps, and these have been assigned to staff with due dates as well. Below is a brief summary of the status of the action items; the attached document and presentation will provide more detail.

Twenty-seven action items are considered to be “on track” and three have been achieved. The “achieved” items include Mbike and the City Operations Sustainability Plan. Eight items have not been started, but none are due prior to the end of the year. Four items are considered “off-track”, including the new City Hall project and online payment for permits. The online payments for permits task has been delayed due to the modifications and training for the Code Enforcement module of SunGard.

ATTACHMENT: September 2016 Draft Strategic Plan Report

City of College Park 2015–2020 Strategic Plan Action Plan

| # | Level | Name | Status | Due | Notes and Actions |
|----------|-------------|---|-----------------|------------|--|
| 1 | Goal | One College Park | On Track | | |
| 1.1 | Action Item | Increase positive interaction among neighbors, including long-term residents and UMD students, faculty, and staff | On Track | 12/31/2017 | Third Thirsty Thursdays, SGA-sponsored trash collection in Old Town, neighborhood trash collections in other areas, and Knock and Talks should help improve positive interactions. |
| 1.2 | Action Item | Promote cooperation among neighborhoods and the City as a whole | Not Started | 12/31/2016 | |
| 1.3 | Action Item | Facilitate a range of quality housing options that respect neighborhoods | On Track | | City has provided significant support to facilitate new SF homes on Howard Avenue. |
| 1.4 | Action Item | Develop communications and community engagement plans that will significantly improve the City's impact and capacity in these areas | On Track | 6/30/2017 | |
| 1.4.5 | Action Item | Research and implement measures that allow residents to age in place | On Track | 12/31/2016 | |
| 1.4.5.4 | Action Item | Increase owner-occupancy of the existing single-family homes | On Track | | City program amended to facilitate joint grants with CPCUP. |
| 1.5 | Action Item | Develop a marketing plan for the City | Not Started | 12/31/2016 | This can be incorporated into the communications plan. We can ID a framework to proceed, and if we want a more robust plan and implementation we'll need \$ in the next budget. |

City of College Park 2015–2020 Strategic Plan Action Plan

| # | Level | Name | Status | Due | Notes and Actions |
|----------|-------------|--|-----------------|------------|--|
| 2 | Goal | Environmental Sustainability | On Track | | |
| 2.1 | Action Item | Execute the permaculture plan in partnership with residents and organizations | On Track | | <p>“The Permaculture Garden, Phase 1 was planted in October, 2014 and involved volunteer installation of 94 trees, shrubs, and perennials. Approximately 90% of these plantings survived their first growing season and a handful have produced small quantities of edible fruit. A group of volunteers coordinated by the CBE has conducted several maintenance days to help keep the weeds in check.</p> <p>Per City Council Resolution 14-R-22, adopted July 15, 2014, expansion of the permaculture area further south along the Trolley Trail requires the combined support and approval of the CBE, the TLB, the City Horticulturist, Planning Staff and the City Council.</p> |
| 2.2 | Action Item | Develop a plan for community gardens in partnership with residents and organizations | On Track | | Two neighborhoods have been identified for new community gardens in the near future: Calvert Hills and North College Park. The potential Calvert Hills location is site-specific and dependent on a favorable agreement between the City and the property owner, WMATA. Several potential sites in North College Park have also been identified. A discussion on the North College Park locations is scheduled for the December 6, 2016 Council Worksession. |
| 2.3 | Action Item | Adopt a City Operations Sustainability Plan that will reduce solid waste and increase recycling; increase fleet efficiency; increase energy efficiency of facilities; and reduce electrical demand; and annually monitor City progress | Achieved | 11/1/2015 | |
| 2.4 | Action Item | Develop a Community Sustainability Plan that includes support for solar energy | Not Started | 3/31/2018 | |
| 2.5 | Action Item | Partner with the UMD Partnership in Active Learning for Sustainability (PALS) | Not Started | | City providing funding to EFC and/or Center for Smart Growth to develop projects with UMD staff on stormwater. If the projects move forward, the structure would be similar to the PALS program. |
| 2.6 | Action Item | SWPPP with County and consultant--Bowen) | On Track | 12/31/2016 | Bowman Consultants presented 5 concept plans for 5 separate locations in the Hollywood Area to the NCPA on September 8th. |
| 2.7 | Action Item | Complete purchase and development of Hollywood Gateway Park | On Track | | Council approved contract and transaction should be done by end of October. |

City of College Park 2015–2020 Strategic Plan Action Plan

| # | Level | Name | Status | Due | Notes and Actions |
|----------|-------------|--|-----------------|------------|---|
| 3 | Goal | High Quality Development and Reinvestment | On Track | | |
| 3.1 | Action Item | Promote and focus economic investment in these priority development areas, and include public art in the develop plans or as separate initiatives (added November 2015). | On Track | | This is an ongoing activity. |
| 3.1.1 | Action Item | 1.Downtown College Park (from the City limits south of Guilford Drive to College Avenue) to implement the University District Vision Plan. | On Track | 6/30/2017 | Ongoing. |
| 3.1.2 | Action Item | 2. College Park metro station area | Not Started | 12/31/2016 | |
| 3.1.3 | Action Item | 3. Baltimore Avenue corridor area to create walkable nodes and promote residential infill | On Track | 12/31/2016 | Ongoing. |
| 3.1.4 | Action Item | 4. Hollywood Commercial District to evaluate options for redevelopment | Achieved | | No opportunities identified at this time. Council interest in developing specific incentives or taking other actions to facilitate redevelopment |
| 3.1.5 | Action Item | 5. City-owned Calvert Road property to create a strategy for redevelopment and use | On Track | | Council approved consultant to assist the City in negotiations for Calvert Rd. Firm for remediation assessment (not removal) will be selected in October. |
| 3.1.6 | Action Item | 6. Berwyn Commercial District to revise zoning to allow more neighborhood-serving uses; work with community and M-NCPPC | Not Started | 12/31/2017 | |
| 3.1.7 | Action Item | 7.North core of the Greenbelt Metro Station development to work with stakeholders to maximize the benefits and minimize the negative impacts on College Park residents (including proposed Greenbelt FBI location and accompanying retail) | On Track | | Additional work will depend on the GSA decision for the relocation of the FBI. |

City of College Park 2015–2020 Strategic Plan Action Plan

| # | Level | Name | Status | Due | Notes and Actions |
|----------|-------------|--|-----------------|------------|--|
| 3.2 | Action Item | Monitor plans and progress of the University of Maryland Innovation District with the goal of ensuring long-term economic benefits and job growth for the City of College Park | Not Started | 12/31/2017 | |
| 3.3 | Action Item | Support and attract diverse, locally-owned retail and restaurant establishments | On Track | 6/30/2017 | |
| 4 | Goal | Quality Infrastructure | On Track | | |
| 4.1 | Action Item | Implement a comprehensive network of trails and sidewalks | Not Started | 6/30/2019 | |
| 4.2 | Action Item | Facilitate Phase 1 of Baltimore Avenue reconstruction and sidewalk project | On Track | 6/30/2018 | TIGER grant application not awarded. City has not received confirmation regarding State reimbursement if City was involved in partial takings for ROW. |
| 4.3 | Action Item | Facilitate sidewalk project on Baltimore Avenue from Greenbelt Rd. to I-495 | On Track | 12/1/2016 | There are 6 right-of-entry agreements to be acquired. Construction could begin as early as this fall or as late as next spring depending on the outcome of our meeting. SHA has D&F Construction Company on stand by to construct the sidewalk improvements. |
| 4.4 | Action Item | Build a new City Hall | Off Track | | UMD and City drafting letter to property owner of two parcels. City has hired consulting firm to assist with negotiations. |
| 4.5 | Action Item | Expand parks, playgrounds, and open space | On Track | | |
| 4.6 | Action Item | Ensure effective public safety infrastructure and evaluate surveillance cameras and locations | On Track | 12/30/2016 | Security camera system is continuously evaluated for continuity of service. New locations when possible are evaluated for most cost/benefit effectiveness |
| 4.7 | Action Item | Implement a bike share program | Achieved | 9/30/2016 | |

City of College Park 2015–2020 Strategic Plan Action Plan

| # | Level | Name | Status | Due | Notes and Actions |
|----------|-------------|---|------------------|------------|--|
| 5 | Goal | Effective Leadership | On Track | | |
| 5.1 | Action Item | Develop a highly effective partnership between Council and staff | On Track | | Council retreat held in the spring of 2016 and possible retreat for end of 2016 or early 2017. |
| 5.2 | Action Item | Develop a continuous learning program for staff | Off Track | | |
| 5.3 | Action Item | Prepare for staff retirements | Off Track | | Difficult to obtain information from staff regarding possible retirement dates. |
| 6 | Goal | Excellent Services | Off Track | | |
| 6.1 | Action Item | Establish meaningful and effective performance measures and assess department performance | On Track | 12/31/2016 | Measures are part of the new quarterly reports and will be part of the FY18 budget. |
| 6.2 | Action Item | Streamline City department business processes involving multiple steps and departments by evaluating service procedures and by utilizing technology more effectively | On Track | 10/31/2016 | The following services are being reviewed: compost, code enforcement and permitting, communications, resident requests and tracking, and IT. Reports are due at the end of 2016. |
| 6.3 | Action Item | Implement online payment for City services | On Track | 12/31/2016 | This was put on hold due to the focus on Sungard training and review |
| 6.4 | Action Item | Implement online payment for permits and enable online submission of permit applications. | Off Track | 10/31/2016 | Online permitting is not possible, online application payment is and an added project. Permits need to be reviewed by staff. |
| 6.5 | Action Item | Support a new north County animal care facility | On Track | | waiting for PGAMD consultant report |
| 6.6 | Action Item | Improve public schools serving College Park children through collaboration with strategic partners, including Prince George’s County Public Schools, local PTAs, and the University of Maryland | On Track | | |
| 6.7 | Action Item | Conduct Citywide Compensation and Job Classification Review | On Track | 11/30/2016 | |
| 6.8 | Action Item | Research ordinances in other jurisdictions to regulate parties and large gatherings | On Track | 12/31/2016 | Survey of MD municipalities was distributed which included this issue |

16-R-27

Resolution to dissolve
the Neighborhood
Watch Steering
Committee



**CITY OF COLLEGE PARK, MARYLAND
REGULAR COUNCIL MEETING AGENDA ITEM**

AGENDA ITEM NUMBER 16-R-27

Prepared By: R.W. Ryan
Public Services Director

Meeting Date: October 11, 2016

Presented By: R.W. Ryan

Consent Agenda: YES

Originating Department: Public Services Department

Action Requested: Approval of a Resolution to disband the Neighborhood Watch Steering Committee

Strategic Plan Goal: Goal 6 - Excellent Services

Background/Justification:

The Council discussed the future of the College Park Neighborhood Watch Steering Committee (CPNWSC) during the Worksession on October 4, 2016. The Council determined that this committee should be disbanded. The CPNWSC was established by the Council to promote and support community neighborhood watch programs city-wide. It replaced the previous model of having one city-wide coordinator to work with local neighborhood coordinators. After several years, different chairs, and different model neighborhood organization proposals, it was determined that top down neighborhood watch programs do not serve the unique neighborhood characteristics and cultures throughout the City. Neighborhood Watch programs must be grass roots to gain neighborhood buy-in and participation. Some neighborhoods will use the traditional model of block captains and resident patrols, while others are using the "Nextdoor" blog app model for receiving and communicating public safety information amongst neighbors. Currently the CPNWSC positions are vacant. Public Services staff is providing logistical support to the active Neighborhood Watch neighborhood coordinators. Public Safety information is being shared with the known neighborhood CPNW coordinators. Staff and some past CPNWSC members have recommended that this committee be dissolved.

Fiscal Impact:

None

Council Options:

- #1: Approve the Resolution as written
- #2: Approve the Resolution with edits
- #3: Make no changes

Staff Recommendation:

Option #1

Recommended Motion:

I move to adopt Resolution 16-R-27, dissolving the College Park Neighborhood Watch Steering Committee.

Attachments:

- 1. Resolution 16-R-27

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF COLLEGE PARK, MARYLAND TO DISSOLVE THE
NEIGHBORHOOD WATCH STEERING COMMITTEE**

- WHEREAS**, the Mayor and Council adopted Resolution 97-R-15 in 1997 to establish a Neighborhood Watch Committee; and
- WHEREAS**, the Mayor has from time to time appointed a City-wide Neighborhood Watch Coordinator; and
- WHEREAS**, in October 2010, the City Council Neighborhood Watch Subcommittee was formed; and
- WHEREAS**, the Subcommittee was charged to review City-wide Neighborhood Watch programs; and
- WHEREAS**, the Subcommittee recommended a three person College Park Neighborhood Watch Steering Committee to advise the Council and to review, enhance and further develop College Park Neighborhood Watch; and
- WHEREAS**, the Neighborhood Watch Steering Committee (CPNWSC) was formed in April 2011 to conduct meetings and act as necessary to share information and procedures to prevent crime as appropriate in the City in coordination with police; and
- WHEREAS**, this Steering Committee was also charged to develop Neighborhood Watch Programs in all sections of the City of College Park; and
- WHEREAS**, the CPNWSC currently has no appointed members or ongoing function; and
- WHEREAS**, the Public Services department provides support, including training and financial resources, to Neighborhood Watch groups in the City.
- WHEREAS**, the Mayor and City Council have determined that the CPNWSC function is adequately served by other initiatives and so it should be dissolved.

NOW, THEREFORE BE IT RESOLVED that the City of College Park Neighborhood Watch Steering Committee be, and it is hereby, dissolved.

RESOLVED this 11th day of October, 2016.

Patrick L. Wojahn, Mayor

16-G-128

Approval
Of
Minutes

MINUTES
Special Session of the College Park City Council
Tuesday, September 20, 2016
Council Chambers
8:36 p.m. – 9:24 p.m.

PRESENT: Mayor Wojahn; Councilmembers Kabir, Nagle, Brennan, Dennis, Stullich, Day, Cook and Kujawa.

ABSENT: None.

ALSO PRESENT: Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Janeen Miller, City Clerk; Suellen Ferguson, City Attorney; Terry Schum, Director of Planning; Bob Ryan, Director of Public Services; Miriam Bader, Senior Planner; Peggy Higgins, Director of Youth, Family and Senior Services; Angie Burns, Seniors Program Manager; Chris Keosian, Student Liaison; Brandon Carroll, Deputy Student Liaison.

During a regularly scheduled Worksession of the College Park City Council, a motion was made by Councilmember Stullich and seconded by Councilmember Day to enter into a Special Session. The possibility of this Special Session was listed on the meeting agenda. With a vote of 8 – 0 – 0, the Council entered Special Session at 8:36 p.m.

Action Item:

16-G-118 University of Maryland Child Care Proposal for the Calvert Road School building

A motion was made by Councilmember Stullich and seconded by Councilmember Day to authorize the City to enter into negotiations with the University of Maryland (UMD) on their child care proposal for the Calvert Road School.

Councilmember Stullich said this school building has been a matter of concern to the community for a long time. There have been ideas that seemed good but had their flaws; some were met with community opposition due to their density and impact. The building was granted to the City in 1978 by the Prince George's County School Board for \$1 with the condition that it be retained for public use, which limits the use of the property but which the surrounding community supports. At a 2014 community meeting on the topic, residents suggested that the building could be used as a child care center which would help the City attract more families. The current percentage of UMD faculty and staff who live in College Park is 4%; we would like to see a higher percentage and this is one potential strategy to achieve that goal. In the UMD proposal, families that are both City residents and UMD employees would get a preference. There is also a need for more community space which the UMD proposal includes. She sees this as a win-win proposal.

Comments from the audience:

1. **Jeanne Jennings, 4617 Clemson Road:** Supports. Hard to find good child care nearby.
2. **Jack Robson, 4710 Harvard:** In favor, but has concerns about details of proposal.
3. **John Rigg, 6809 Dartmouth, President, Calvert Hills Citizens Association:** Support. See letter.
4. **Kathy Bryant, 7406 Columbia Avenue:** Support.
5. **Kristy Maddux, 7011 Wake Forest:** Also UMD Faculty. Supports.
6. **Ellen Lau, 4703 Harvard:** Also UMD Faculty. Supports - walkable solution.
7. **Eleanor Callahan, 4511 Guilford Road:** Supports – echoes other comments.
8. **David Toledo, 5025 Nantucket Road:** Lives and works in City. Supports. New resource for his family.
9. **Kate Kennedy, 9730 51st Avenue:** Supports – negotiate the best deal for the City.
10. **Leo Shapiro, 6907 Rhode Island Avenue:** Also works at UMD. Supports. The details matter; look out for our interests.
11. **Eric Haag, 4606 Beechwood Road:** Also UMD Faculty. Supports – tangible benefit.
12. **Doug Hamilton, 4605 Fordham Road:** Also UMD Faculty. Supports.
13. **Justin Clarke, 4506 Beechwood Road:** Supports. Preserve historic structure.
14. **Molly MacLaren, 4609 Drexel Road:** Supports. Invest more to get more seats. Community space needed.
15. **Eric Maring, 4609 Guilford Road:** Supports. Community space needed.
16. **Cat Peretti, 4612 Guilford Road:** Supports.
17. **Kevin Pinto, 4504 Amherst Road:** Supports. Fills a gap.
18. **Jim Sauer, 4705 Amherst:** Supports. Revitalize a dilapidated building.
19. **Oscar Gregory, 9253 Limestone Place:** Supports, but has concerns about details of proposal.
20. **Adele Ellis, 4608 Beechwood Road:** Supports. Opportunity to return the building to being an asset.
21. **Mark Montroll, 7202 Rhode Island Avenue:** He and wife Leslie support.
22. **Aaron Springer, 4622 Harvard Road:** Supports. Need for community space.
23. **Bonnie McClellan, 9003 Gettysburg:** Supports. Consider senior programming in the community space.
24. **Julie Forker, Wake Forest Drive:** She and husband support. Need for community space.
25. **Scott Lynn, 4605 Drexel:** Also UMD Faculty. Supports.
26. **Carlo Colella, UMD VP for Administration and Finance:** Thanked the City for the opportunity to make this proposal. It is heartwarming to hear such positive community support. Hopes for a fair and fast negotiation.

Councilmember Day said he supports the proposal. Other suggestions were met with resident opposition. The University listened to resident comments and brought back this plan. It is a home run.

Councilmember Stullich commented on the united community support and public comment. The University listened to the residents' comments. Our negotiations should maximize the use of the community space and benefit residents who are not UMD employees.

Mayor Wojahn is in support of the proposal and looks forward to the next step in the process.

The motion passed 7 – 1 – 0 (Councilmember Cook opposed).

ADJOURN: A motion was made by Councilmember Brennan and seconded by Councilmember Dennis to adjourn the Special Session. With a vote of 8 – 0 – 0, Mayor Wojahn adjourned the Special Session at 9:24 p.m.

Janeen S. Miller, CMC
City Clerk

Date
Approved

MINUTES
Regular Meeting of the College Park City Council
Tuesday, September 27, 2016
Council Chambers
7:30 p.m. – 8:47 p.m.

PRESENT: Mayor Wojahn; Councilmembers Kabir, Nagle, Dennis, Day, Kujawa and Cook.

ABSENT: Councilmembers Stullich and Brennan.

ALSO PRESENT: Janeen Miller, City Clerk; Suellen Ferguson, City Attorney; Terry Schum, Director of Planning (City Manager Pro Tem); Bob Ryan, Director of Public Services; Steve Groh, retiring Director of Finance; Gary Fields, incoming Director of Finance; Ryna Quiñones, Communication Coordinator; Jim Miller, Parking Enforcement Manager; Chris Keosian, Student Liaison and Brandon Carroll, Deputy Student Liaison.

Mayor Wojahn opened the meeting at 7:30 p.m.

Announcements: None.

City Manager’s Report: Ms. Schum reported that the City Manager and Assistant City Manager are attending the ICMA Conference. She called attention to the red folder items. She announced tomorrow’s grand opening of the City’s “Senior Social Center” at Youth and Family Services; events will be held Wednesday and Friday mornings. All-day parking passes for the City Hall lot and parking garage will be available for \$15 for this Saturday’s UMD Homecoming weekend/Big Ten game. SHA’s “Walk Smart College Park” safety team will also be downtown this weekend.

Mr. Groh, who is soon to retire as the City’s Finance Director, introduced his replacement, Gary Fields.

Acknowledgements: Mayor Wojahn acknowledged School Board Representative Lupi Grady, Principal Cecelia Jones-Bowling of Glenarden Woods Elementary School, and Branchville Fire Department Captain Jeff Dickey.

Award: Mayor Wojahn presented a proclamation and flowers to Renita Smith, the Prince George’s County Bus Driver who rescued 20 elementary school children from her school bus just before it burst into flames in north College Park.

Amendments To And Approval Of The Agenda: Request for City participation in the Purple Light Nights Campaign (item 16-G-122) was added to the Consent Agenda (Day/Dennis). The amended agenda was approved (Dennis/Day) 6 – 0 – 0.

PUBLIC COMMENT ON CONSENT AND NON-AGENDA ITEMS: None.

PUBLIC HEARING ON ORDINANCE 16-O-07:

An Ordinance Amending Chapter 110 “Fees And Penalties”, By Repealing And Reenacting §110-1 “Fees And Interests” To Increase The Monthly Permit Parking Fee In The Downtown Parking Garage And To Include Bi-Annual Permit Parking Fees And Monthly Permit Parking Fees:

Mr. Ryan provided an overview: This ordinance would amend Chapter 110 to raise the monthly permit parking fee in the downtown parking garage from \$80 to \$125 effective January 1. It would also set Class A permits at \$40/month (St. Andrews lot and Calvert Road lot) and Class B permits at \$60/month (Zone 11, 11A, Knox Road and Hartwick Road). There is no change in the hourly parking fee of \$0.75.

Public Comment on 16-O-07:

Tracey Clayton, 9739 Narragansett Parkway: She is concerned about the impact raising the garage rate to \$125 will have on employees of the downtown businesses who make minimum wage. Increasing their monthly permit fee to \$125 is unfair and unreasonable. Please consider keeping the rate for the downtown employees the same.

There was discussion about how many employees of downtown businesses park in the garage and whether it is possible to create a two-tier pricing structure to accommodate them. The estimate is between 20 – 25 monthly permits in the garage are sold to employees of downtown businesses.

There being no further public comment, the Public Hearing on Ordinance 16-O-07 was closed.

PUBLIC HEARING ON ORDINANCE 16-O-08:

An Ordinance Amending the FY 2016 Budget (Amendment #3) for the Terrapin Row Pay Stations:

Mr. Groh provided an overview: This is a FY 2016 budget amendment (#3) to fund expenses encumbered in June to purchase and install five pay stations around the Terrapin Row development not in the original operating budget. The final cost was \$98,281; he rounded up to \$100,000. The needed funds will be transferred from FY 2016 unspent police hourly wages. There is no use of unassigned reserve; this is a housekeeping transfer.

There were no comments from the audience. The Public Hearing on Ordinance 16-O-08 was closed.

CONSENT AGENDA:

A motion was made by Councilmember Day and seconded by Councilmember Dennis to move adoption of Ordinance 16-O-08 to the Consent Agenda. The motion passed 6 – 0 - 0.

A motion was made by Councilmember Day and seconded by Councilmember Dennis to adopt the Consent Agenda, which consists of the following:

**16-R-23 Resolution Of The Mayor And Council Of The City Of College Park
Adopting The Recommendations Of The Advisory Planning Commission**

Regarding Variance Application Number CPV-2016-08, 5103 Mineola Road, College Park, Maryland, Recommending Approval Of A Variance From Sec. 27-442(E) Table IV, Footnote 8 Of The Prince George’s County Zoning Ordinance, Which Prescribes A Minimum Side Yard Setback Of 7-Feet
(Appeal period ends September 27)

16-R-24 Resolution Of The Mayor And Council Of The City Of College Park Adopting The Recommendations Of The Advisory Planning Commission Regarding Variance Application Number CPV-2016-10, 4925 Lackawanna Street, College Park, Maryland, Recommending Approval Of A Variance From Sec. 27-442(E) Table IV Of The Prince George’s County Zoning Ordinance, Which Prescribes A Minimum Front Yard Setback Of 25 Feet
(Appeal period ends September 27)

16-R-26 Request by the College Park City University Partnership for a Resolution of support for \$75,000 of reprogrammed funds from DHCD to continue the Homeownership Program

16-G-120 Approval of Minutes: September 6, 2016 Worksession and September 13, 2016 Regular Meeting.

16-O-08 Adoption Of 16-O-08, An Ordinance of the Mayor and Council of the City of College Park to Amend the Fiscal Year 2016 Operating and Capital Budget of the City of College Park, Maryland (Amendment #3)

16-G-122 ADD: Approval of City Participation in the Purple Light Nights Campaign during the month of October.

The motion carried 6 – 0 – 0.

ACTION ITEMS:

16-R-25 Adoption of 16-R-25, A Resolution of the Mayor and Council of the City of College Park to establish a “Candidates’ Debate Workgroup” and appointments to the Workgroup

Ms. Miller provided an overview: At the September 6 Worksession Council discussed the City’s role in candidates’ debates in City elections and specifically the use of City resources for such debates. Council directed that a Workgroup be formed to study issues related to candidates’ debates and bring recommendations back to Council. The resolution designates eight resident appointees, plus the City Attorney, City Clerk and Chief of the Board of Election Supervisors as members. Ms. Miller contacted the League of Women Voters and they will be happy to advise the Workgroup.

A motion was made by Councilmember Nagle and seconded by Councilmember Kabir to adopt 16-R-25, A Resolution of the Mayor and Council of the City of College Park to establish a “Candidates’ Debate Workgroup.”

Councilmember Cook asked if this would supersede any civic association candidates' debates. Ms. Ferguson said this Committee is to make recommendations about the use of City resources.

The motion passed 6 – 0 – 0.

16-O-07 Adoption Of 16-O-07, An Ordinance Of The Mayor And Council Of The City Of College Park, Amending Chapter 110 “Fees And Penalties”, By Repealing And Reenacting §110-1 “Fees And Interests” To Increase The Monthly Permit Parking Fee In The Downtown Parking Garage And To Include Bi-Annual Permit Parking Fees And Monthly Permit Parking Fees

A motion was made by Councilmember Day and seconded by Councilmember Nagle to postpone consideration of Ordinance 16-O-07 until the November Worksession. The motion passed 6 – 0 – 0.

16-G-121 Appointments to Boards and Committees

A motion was made by Councilmember Dennis and seconded by Councilmember Kabir to appoint Dottie Chicquelo, Anita Wolley and Lilla Sutton to the Dr. Martin Luther King, Jr. Tribute Committee and to appoint Sarah D’Alexander to the Committee for a Better Environment. The motion passed 6 – 0 – 0.

COUNCIL COMMENTS:

Councilmember Cook commented on our initiatives to encourage people to move to College Park, but said we should try to find out why our residents are leaving in the first place.

Councilmembers Kujawa, Dennis, Nagle, Kabir and Mayor Wojahn commented on the success of College Park Day.

Councilmember Day was impressed by his tour of Terrapin Row and said this is the type of development we want to attract.

Mayor Wojahn announced the grand opening of the Monument development tomorrow night and also the Branchville Volunteer Fire Department banquet.

STUDENT LIAISON COMMENTS: Mr. Keosian said 40 students attended the Clean City event on Sunday. He extended an invitation to the elected officials to speak to the SGA legislature any time.

COMMENTS FROM THE AUDIENCE: None.

ADJOURN: A motion was made by Councilmember Kujawa and seconded by Councilmember Day to adjourn into a Worksession as noted on the agenda. The motion carried 6 – 0 – 0 and Mayor Wojahn adjourned the Regular Meeting at 8:29 p.m.

| | |
|-------------------------------------|------------------|
| Janeen S. Miller, CMC City Clerk | Date Approved |
|-------------------------------------|------------------|

Pursuant to §C6-3 of the College Park City Charter, at 10:45 p.m. on September 20, 2016, a motion was made by Councilmember Kujawa and seconded by Councilmember Dennis to enter into a Closed Session to: 1) consider the acquisition or sale of real property for a public purpose and matters directly related to such acquisition or sale, 2) discuss a negotiating strategy before a contract is awarded, 3) consider a matter that concerns the proposal for a business to locate in Prince Georges' County, and 4) discuss a personnel matter. The motion passed 8 – 0 – 0 and the Council entered into the closed session at 10:50 p.m.

Present: Mayor Wojahn; Councilmembers Kabir, Nagle, Brennan, Dennis, Stullich, Day, Cook and Kujawa.

Absent: None.

Also Present: Scott Somers, City Manager, attended the entire closed session. Bill Gardiner, Assistant City Manager; Janeen Miller, City Clerk; and Suellen Ferguson, City Attorney, attended for topic 1.

Topics Discussed:

- 1) A negotiating strategy/approach relative to a proposal for use of a City property was discussed.
- 2) A performance evaluation was conducted

Actions Taken: None.

Adjourn: A motion was made by Councilmember Kujawa and seconded by Councilmember Day to adjourn the closed session, and at 11:55 p.m. with a vote of 8 – 0 – 0, Mayor Wojahn adjourned the meeting.

Pursuant to §C6-3 of the College Park City Charter, at 8:47 p.m. on September 27, 2016, a motion was made by Councilmember Dennis and seconded by Councilmember Kabir to enter into a Closed Session to consider the acquisition or sale of real property for a public purpose and matters directly related to such acquisition or sale, consider a matter that concerns the proposal for a business or industrial organization to locate in Prince George's County, consult with Counsel on a legal matter, and discuss a negotiating strategy before a contract is awarded. The motion passed 6 – 0 – 0 and the Council entered into the closed session at 8:50 p.m.

Present: Mayor Wojahn; Councilmembers Kabir, Nagle, Dennis, Day, Cook and Kujawa.

Absent: Councilmembers Brennan and Stullich.

Also Present: Janeen Miller, City Clerk; Suellen Ferguson, City Attorney; Terry Schum, Planning Director; and Bob Ryan, Director of Public Services. Scott Somers, City Manager and Bill Gardiner, Assistant City Manager participated by telephone.

Topic Discussed: Council discussed proposals received in response to an RFP for a development consultant.

Recess: The Closed Session was recessed at 9:12 p.m. so Council could enter into an open Special Session for a vote (see Special Session minutes dated September 27, 2016).

Reconvene: The Council reconvened the Closed Session at 9:18 p.m.

Topic Discussed: A negotiating strategy/approach relative to a proposal for use of a City property was discussed.

Actions Taken: None.

Adjourn: A motion was made by Councilmember Day and seconded by Councilmember Kabir to adjourn the closed session, and at 10:05 p.m. with a vote of 6 – 0 – 0, Mayor Wojahn adjourned the meeting.

MINUTES
Special Session of the College Park City Council
Tuesday, September 27, 2016
Council Chambers
9:14 p.m. – 9:17 p.m.

PRESENT: Mayor Wojahn; Councilmembers Kabir, Nagle, Dennis, Day, Kujawa and Cook.

ABSENT: Councilmembers Stulich and Brennan.

ALSO PRESENT: Janeen Miller, City Clerk; Suellen Ferguson, City Attorney; Terry Schum, Director of Planning (City Manager Pro Tem); Bob Ryan, Director of Public Services. City Manager Scott Somers and Assistant City Manager Bill Gardiner participated by telephone.

During a regularly scheduled Worksession of the College Park City Council, a motion was made by Councilmember Nagle and seconded by Councilmember Kabir to enter into a Special Session. With a vote of 6 – 0 – 0, the Council entered Special Session at 9:14 p.m.

Action Item:

16-G-74 Recommendation of award of contract for a development consultant

A motion was made by Councilmember Nagle and seconded by Councilmember Kabir to award a contract in a form acceptable to the City Attorney to HR&A Advisors of Washington, D.C. for development consulting services on an as-needed basis.

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

The motion passed 6 – 0 – 0.

ADJOURN: A motion was made by Councilmember Kabir and seconded by Councilmember Day to adjourn the Special Session and return to a closed session to consider the acquisition or sale of real property for a public purpose and matters directly related to such acquisition or sale, consider a matter that concerns the proposal for a business or industrial organization to locate in Prince George’s County, consult with Counsel on a legal matter, and discuss a negotiating strategy before a contract is awarded.

The motion passed 6-0-0 and the Special Session was adjourned at 9:17 p.m.

Janeen S. Miller, CMC
City Clerk

Date
Approved

16-G-123

Release of Escrow
Funds



**CITY OF COLLEGE PARK, MARYLAND
REGULAR COUNCIL MEETING AGENDA ITEM**

AGENDA ITEM NUMBER 16-G-123

Prepared By: Terry Schum, Planning Director

Meeting Date: October 11, 2016

Presented By: Terry Schum

Consent Agenda: No

Originating Department: Planning, Community and Economic Development

Action Requested: Release of funds in escrow account held by PPC/CHP Maryland Limited Partnership for work related to the extension of Hollywood Road to the Mazza GrandMarc apartments.

Strategic Plan Goal: Goal 3: High Quality Development and Reinvestment

Background/Justification:

The Hollywood Road Feasibility Study prepared by VIKA Maryland, LLC was presented and discussed at the City Council Worksession on October 4, 2016. Only one feasible road alignment was identified and this alignment has significant negative impacts on existing property owners and businesses. In addition, there is no new development planned at this time that would necessitate construction of the road. With some minor adjustments, the existing access for Mazza GrandMarc is adequate to serve the project.

Fiscal Impact:

The remaining balance in the escrow account is approximately \$450,000 and these funds will no longer be available to the City to further the design or construction of the road.

Council Options:

Option #1: Release funds in escrow and seek modifications to the existing site access.

Option #2: Release funds in escrow and leave existing site access as is.

Option #3: Retain the funds in escrow and pursue further design and/or construction of Hollywood Road extended.

Staff Recommendation:

#1

Recommended Motion:

I move that the City allow funds being held in escrow under the provisions of Paragraph 25 of an Amended Agreement between the City and PPC/CHP Maryland Limited Partnership to be released to the PPC/CHP Maryland Limited Partnership with no obligation on either party to pursue the design and construction of Hollywood Road extended. The PPC/CHP Maryland Limited Partnership shall work with the City and the State Highway Administration to modify the existing site entrance to more effectively prevent left turns from the site, which are prohibited.

Attachments:

1. Staff report and attachments from City Council Worksession on October 4, 2016.



**CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM**

Prepared By: Terry Schum, Planning Director

Meeting Date: October 4, 2016

Presented By: Terry Schum

Proposed Consent Agenda: No

Originating Department: Department of Planning, Community and Economic Development

Issue Before Council: Review of the report prepared by VIKA Maryland, LLC on the feasibility of extending Hollywood Road from its intersection with Baltimore Avenue (Route 1) west to the road in front of the Mazza GrandMarc Apartments.

Strategic Plan Goal: Goal 3: High Quality Development and Reinvestment

Background/Justification: In August 2015, the City Council approved a scope of services for the feasibility study to be performed under a contract between VIKA and PPC/CHP Maryland Limited Partnership (owner of Mazza GrandMarc). The scope included survey work, assessment of alignment options, site layout and grading plans and preliminary cost estimates. It also included two community stakeholder meetings to review possible alignments and to present the final report.

The report was submitted on September 28 and a stakeholder meeting was held on September 29 to present the results of the report. Four alignments were initially studied but only one alignment was deemed feasible by the State Highway Administration (SHA). This alignment (Option 3) became the focus of the report but has the most significant impact on the Shin property and businesses that reside on that property. The preliminary construction cost estimate is approximately \$625,000 but excludes land acquisition, demolition and reconstruction.

Mazza GrandMarc is seeking release of any funds remaining in the \$500,000 escrow account set up for this project if the City does not pursue construction of the road. Mazza GrandMarc has no plans at this time to pursue commercial development on their remaining property or to seek construction of the road. While the property to the north of the proposed road is for sale, the majority of the impact is on the Shin property which is not currently on the market. Typically, new roads are the responsibility of the developer as new development occurs.

Access to Mazza Grandmarc apartments was enhanced with the installation of the traffic signal at Baltimore Avenue and Hollywood Road which was a condition of development. Access is restricted to right-in, right-out and left-in only, however left turns from the site are not adequately restricted and are routinely made.

Given the current circumstances, City staff does not recommend pursuing construction of the road extension given the lack of need for this facility at this time.

Fiscal Impact: After payment for the feasibility study, there will be approximately \$450,000 remaining in the escrow account. The City has not budgeted any additional funding for the road.

Council Options:

1. Approve release of funds remaining in the escrow account after adjustments are made to the current driveway entrance to enhance safety and do not pursue further road or design construction
2. Approve release of funds with no strings attached.
3. Pursue further design (100% drawings) of the proposed road using escrow funds.
4. Pursue design and construction of the proposed road with escrow funds and seek additional funding for the project.

Staff Recommendation:

#1

Recommended Motion: *I move to release funds remaining in the escrow account after adjustments are made to the current driveway entrance to enhance safety and do not pursue further road design or construction at this time.*

Attachments:

1. Feasibility Report
2. Amended Scope of Work
3. Memo and Attachments dated February 2014



Hollywood Road Extension

Feasibility Report

Prepared for:

Mazza Grandmarc Apartments
City of College Park, Maryland

Prepared by:

VIKA Maryland, LLC

VIKA Maryland, LLC

20251 Century Boulevard, Suite 400  Germantown, Maryland 20874  301.916.4100 Fax 301.916.2262
Tysons, VA  Germantown, MD  Washington, DC

www.vika.com

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Introduction

Based on our various presentations to the City of College Park for the potential extension of the Hollywood Road between Baltimore Avenue (US Route 1) and Autoville Drive in front of the Mazza Grandmarc Apartments (Mazza), Mazza has considered four different alignments for this potential extension.

The proposed alignments took into consideration the various existing features, (i.e. existing topography, property lines, existing buildings, retaining walls, underground utilities, signs, traffic signals and utility poles etc.) in developing the different alignments.

While there are two separate property owners (Shin and 9604 College Park, LLC) that are impacted the most by the proposed extension of Hollywood Road, the three alignments were prepared keeping in mind the impacts to the existing properties on either side of the proposed street extension.

Hollywood Road Alignment Options:

Option 1 - considered the road straddling the common property line, thus have similar impacts on both properties as far as area is concerned. This option was a two lane option with 13' drive lanes in each direction.

Option 2 - was developed to show the alignment in the same orientation as Option 1 but only one way street out to Baltimore Avenue. This option was not acceptable due to the logistics of the customers for the existing businesses did not have a way to enter the property from Baltimore Avenue, as they are used to doing currently. This option had considered a 20' pavement width to accommodate the fire truck.

Option 3 - was developed to show the alignment perpendicular to Baltimore Avenue with two way traffic, with 13' lane width in each direction.

Option 4 - was prepared to have the road mostly on the 9604 College Park, LLC property to minimize the impact on Shin Property and intersect Baltimore Avenue at a 70 degree angle.

Three of the four options are included in this report.

Since the proposed extension is to tie into Baltimore Avenue, we have consulted State highway Administration (SHA) to weigh in on all three viable alignments. Based on their review of these alignments, they have indicated that they will prefer Alignment 3 only and no other alignment as the other alignments do not intersect Baltimore Avenue in a perpendicular configuration. SHA also turned down the option of having the Hollywood Road intersection as an offset configuration as the existing Cherokee Street does few blocks south of this intersection.

Thus, based on SHA's comments, we have prepared a detailed analysis and cost estimate for Option 3 alignment only.

Hollywood Road Analysis of Option 3

Summary of Layout

This alignment is the only viable alignment as far as SHA is concerned. This alignment includes two-way traffic with 13' travel lanes in each direction and intersects Baltimore Avenue in a perpendicular configuration.

Pros/Con for Construction

This option is not the most desirable as far as impacts to existing businesses is concerned as this option has a major impact on existing businesses on Shin property. Based on this alignment's street profile (Grade Establishment Plan) all of the existing businesses on the Shin Property will be impacted to an extent that they very likely will not be able to function because all of the existing parking will be taken away and vehicular access to the businesses will not be feasible. In addition to the access concerns, some of the existing buildings are in the footprint of the proposed right-of-way, thus, those will have to be demolished. As part of this evaluation we identified the area of the property that will have to be conveyed for this proposed Right of way from both property owners. Attached exhibits indicate that the Shin property will have to convey 16,549 sf out of the 35,555 sf. The remaining property is split into two parcels on either side of the proposed road. Additionally, the 9604 College Park, LLC property will have to convey approximately 3,656 sf to the proposed Right of way. See attached Dedication exhibits.

This option requires relocating the existing storm drain and sanitary sewer mains from its existing alignment to within the proposed right of way. The configuration of the intersection with Baltimore Avenue requires a dedicated right turn lane in order to avoid relocating the existing traffic signal and Utility pole.

Preliminary Construction Cost Estimate for Option 3

Preliminary studies estimate the costs associated with extension of Hollywood Road at approximately \$625,000. Please note that this estimate is based on published bonds costs from various sources and is not an actual construction cost estimate. Additionally, many of the cost items are beyond VIKA's expertise (demolitions, reconstruction, property value analysis) thus have indicated that those to be provided by others. Thus, the actual cost estimate will be much higher than \$625,000 in our opinion.



ENGINEERS * PLANNERS * LANDSCAPE ARCHITECTS * SURVEYORS * GEOMATICS

PRELIMINARY COST ESTIMATE - COLLEGE PARK

| PROJECT NAME: Mazza- Hollywood Road Extension | | VIKA PROJECT # VM6584N | | | |
|--|--|-------------------------------|----------------|---------------|---------------|
| PROJECT ADDRESS: Mazza - Hollywood Road Extension | | | | | |
| SHEET: 1 OF 1 | | | | | |
| DATED: 9/28/2016 | | | | | |
| REVISED: | | | | | |
| | | | Priced by: KDU | | |
| | | | Checked by: JM | | |
| Category of Work: College Park Public ROW | | | | | |
| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT COST | TOTAL COST |
| 1 | Remove Retaining Walls | 1 | LS | \$ 2,000.00 | \$ 2,000.00 |
| 2 | Remove Pavement | 1,780 | SY | \$ 4.00 | \$ 6,920.00 |
| 3 | Remove Sign and Reinstall Sign | 1 | LS | \$ 100,000.00 | \$ 100,000.00 |
| 4 | Remove Concrete Wheel Stops | 2 | EA | \$ 250.00 | \$ 500.00 |
| 5 | Remove Concrete | 20 | SY | \$ 8.00 | \$ 160.00 |
| 6 | Remove 36" RCP Storm Drain Pipe | 326 | LF | \$ 12.00 | \$ 3,912.00 |
| 7 | Remove Storm Drain Structure | 2 | EA | \$ 1,250.00 | \$ 2,500.00 |
| 8 | Remove 10" Sewer Pipe | 305 | LF | \$ 12.00 | \$ 3,660.00 |
| 9 | Remove Sewer Structure | 2 | EA | \$ 1,250.00 | \$ 2,500.00 |
| 10 | Remove Planter Beds | 4 | EA | \$ 500.00 | \$ 2,000.00 |
| 11 | Remove Timber Curb | 40 | LF | \$ 10.00 | \$ 400.00 |
| 12 | 18" RCP Pipe (Storm Drain) | 8 | LF | \$ 33.00 | \$ 264.00 |
| 13 | 36" RCP Pipe (Storm Drain) | 376 | LF | \$ 66.00 | \$ 24,816.00 |
| 14 | 'A' Manhole - 60" | 2 | EA | \$ 3,500.00 | \$ 7,000.00 |
| 15 | 'A' Inlet - 60" Dia. | 1 | EA | \$ 4,000.00 | \$ 4,000.00 |
| 16 | 'A' Inlet - 48" Dia. | 1 | EA | \$ 3,500.00 | \$ 3,500.00 |
| 17 | 10" PVC Pipe (Sewer) | 346 | LF | \$ 49.00 | \$ 16,954.00 |
| 18 | 'A' Manholes - WSSC 48" Dia. | 3 | EA | \$ 3,200.00 | \$ 9,600.00 |
| 19 | Curb and Gutter | 915 | LF | \$ 15.00 | \$ 13,725.00 |
| 20 | 8" GAB | 1145 | SY | \$ 7.00 | \$ 8,015.00 |
| 21 | 8" Asphalt | 1145 | SY | \$ 17.00 | \$ 19,465.00 |
| 22 | 4" Concrete Sidewalk | 345 | SY | \$ 20.00 | \$ 6,900.00 |
| 23 | Handicap Ramps w/ Detectable Warning Surface | 6 | EA | \$ 1,500.00 | \$ 9,000.00 |
| 24 | Retaining Wall | 1 | LS | \$ 5,000.00 | \$ 5,000.00 |
| 25 | Seeding/Sodding | 550 | SY | \$ 100.00 | \$ 55,000.00 |
| 26 | Roadside Bio | 2 | EA | \$ 25,000.00 | \$ 50,000.00 |
| 27 | Street Lights | 7 | EA | \$ 5,000.00 | \$ 35,000.00 |
| 28 | Street Trees (2-5" caliber) | 6 | EA | \$ 400.00 | \$ 2,400.00 |
| 29 | Engineering Design and Permit (Site Civil) | 1 | LS | \$ 100,000.00 | \$ 100,000.00 |
| 30 | Demolition (Bldg.)* | 1 | LS | | |
| 31 | Relocation of Occupants* | 1 | LS | | |
| 32 | Renovation of Existing Building* | 1 | LS | | |
| 33 | Property Value * | 1 | LS | | |
| SUB-TOTAL | | | | | \$ 495,191.00 |
| 2% Mobilization | | | | | \$ 9,903.82 |
| 6% General Conditions | | | | | \$ 29,711.46 |
| 3.25% Insurance, taxes, subcontractor bonds | | | | | \$ 16,098.71 |
| 15% Design Contingency | | | | | \$ 74,278.65 |
| TOTAL | | | | | \$ 625,178.64 |
| * THESE COSTS TO BE PROVIDED BY OTHERS | | | | | |

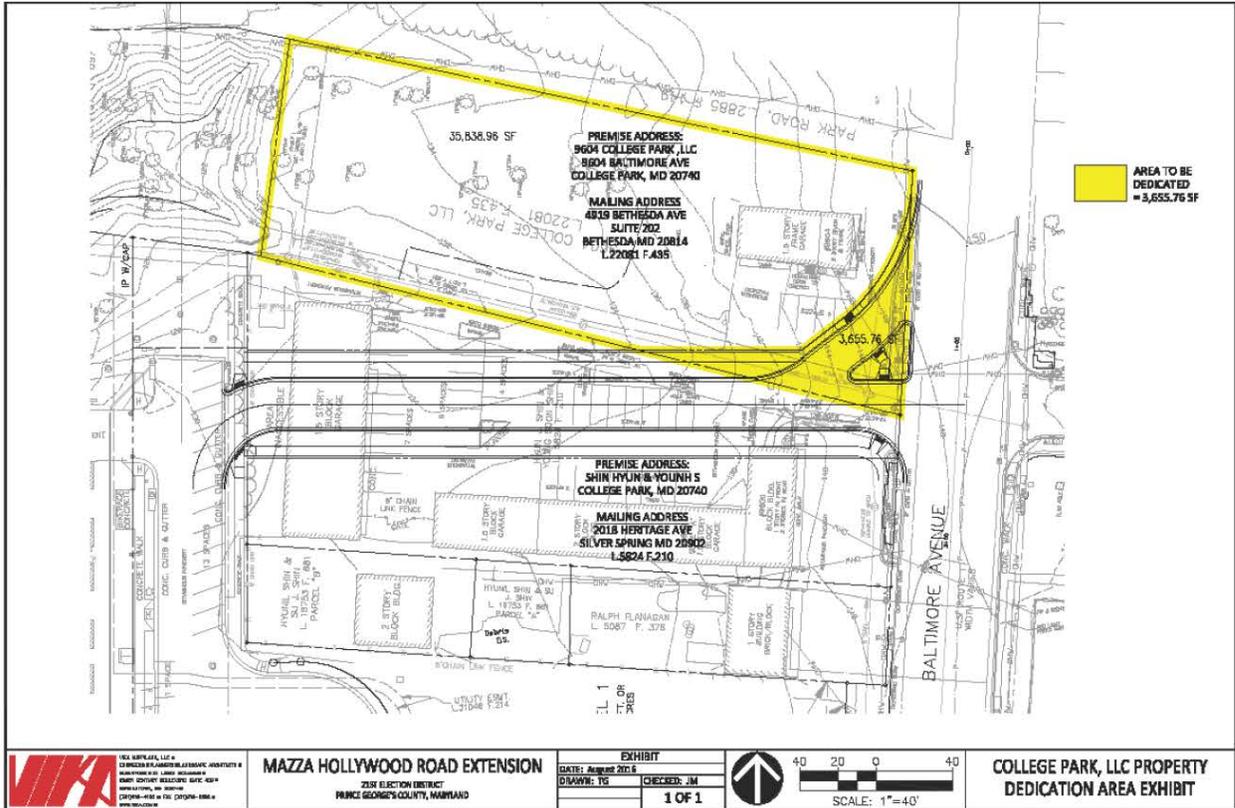
\\md-projects\data\5001-0000\6584_documents\6584\ENGINEERING\SDP\COST ESTIMATES-BONDS\Preliminary Cost Estimate

VIKA Maryland, LLC

20251 Century Boulevard, Suite 400 • Germantown, Maryland 20874 • 301.910.4100 Fax 301.910.2262

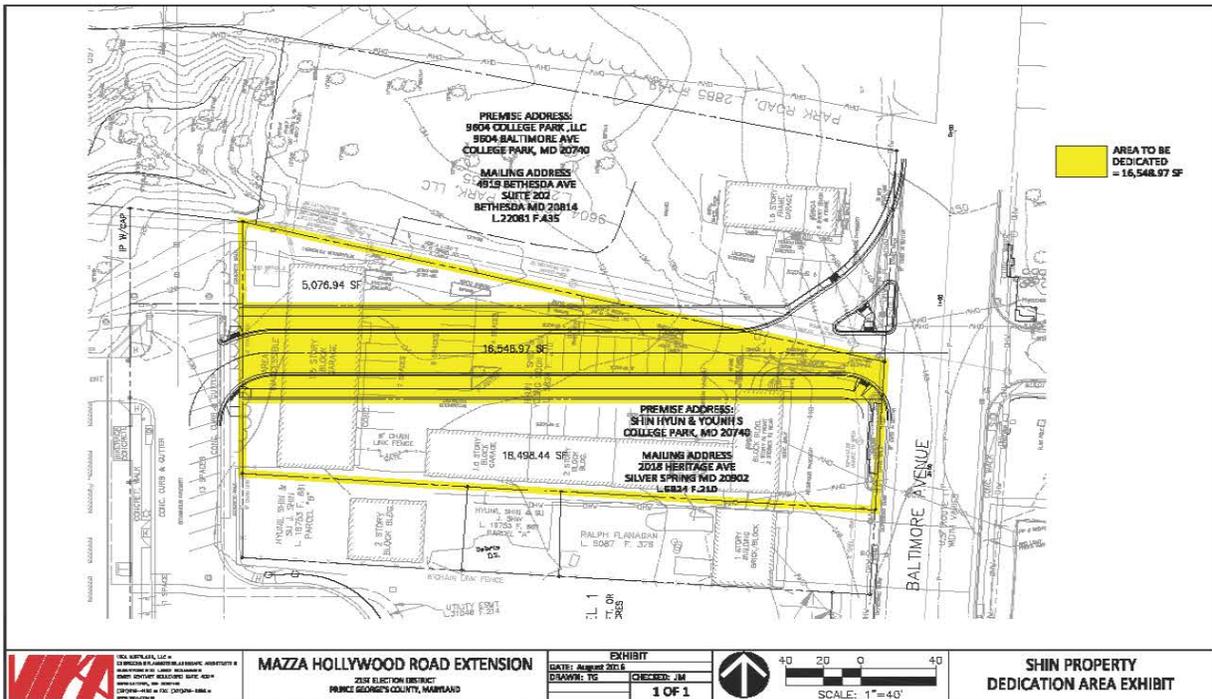
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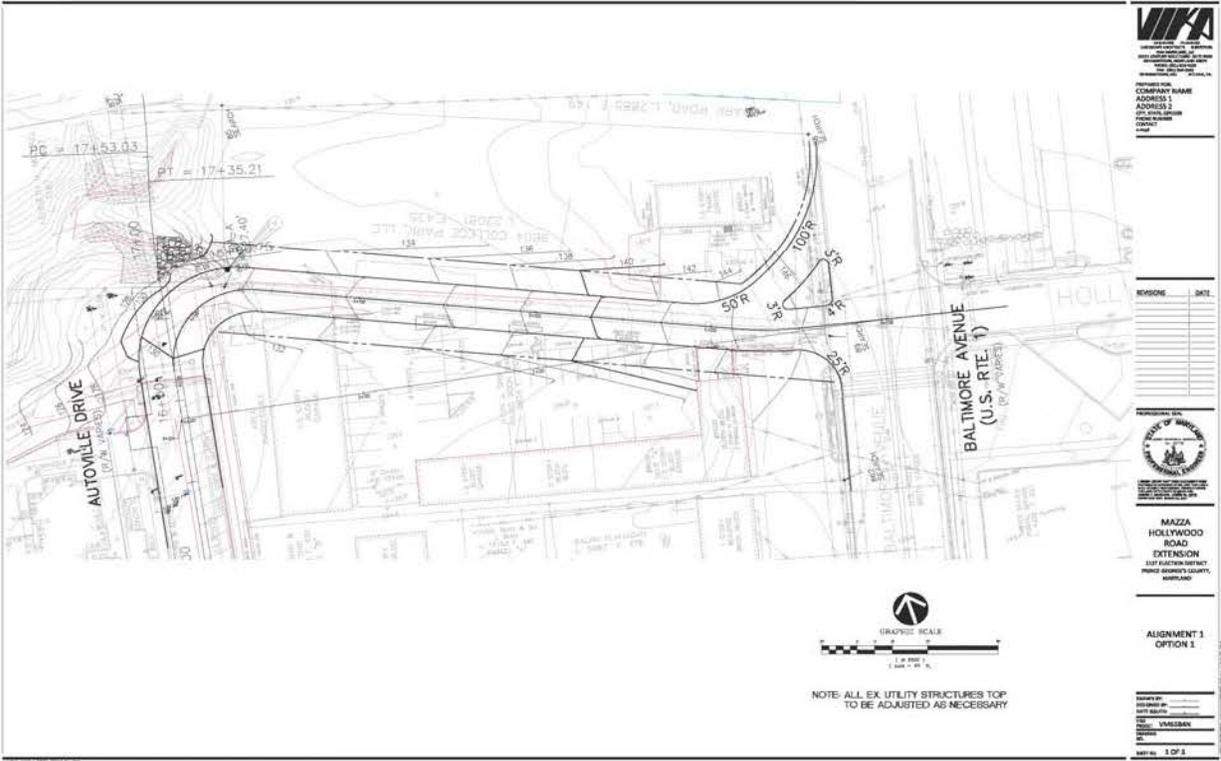
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|--|---|--|--|-------------------|---|
| | MAZZA HOLLYWOOD ROAD EXTENSION 20th ELECTION DISTRICT PRINCE GEORGE'S COUNTY, MARYLAND | EXHIBIT DATE: August 2016 DRAWN: TS | | SCALE: 1"=40' | COLLEGE PARK, LLC PROPERTY DEDICATION AREA EXHIBIT |
| | | CHECKED: JM 1 OF 1 | | | |

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| | | | | | |
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| | MAZZA HOLLYWOOD ROAD EXTENSION 20th ELECTION DISTRICT PRINCE GEORGE'S COUNTY, MARYLAND | EXHIBIT DATE: August 2016 DRAWN: TS | | SCALE: 1"=40' | SHIN PROPERTY DEDICATION AREA EXHIBIT |
| | | CHECKED: JM 1 OF 1 | | | |

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WKA
WILLIAMS & KENNEDY ASSOCIATES, INC.
1000 WASHINGTON AVENUE, SUITE 200
BETHESDA, MARYLAND 20814
TEL: 301-461-1000
FAX: 301-461-1001
WWW.WKA.COM

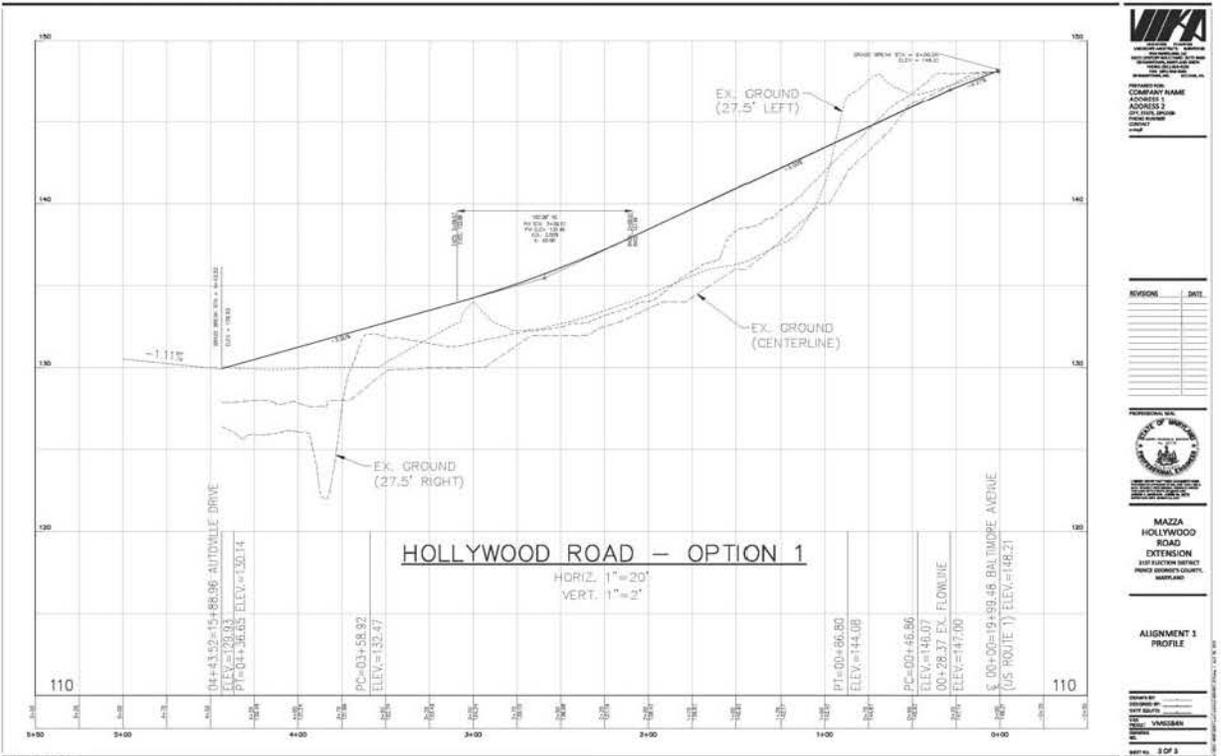
PROJECT NO. 1000000000
COMPANY NAME
ADDRESS 1
ADDRESS 2
CITY/STATE/ZIP
PROJECT NUMBER
DATE

REVISIONS

PROFESSIONAL SEAL
STATE OF MARYLAND
MAZZA HOLLYWOOD ROAD EXTENSION
3117 EASTON STREET
PINEY BRANCH COUNTY, MARYLAND

ALIGNMENT 1
OPTION 1

DESIGNED BY
CHECKED BY
DATE
SCALE
PROJECT
VMS/BAW
DATE
SHEET NO. 3 OF 3



WKA
WILLIAMS & KENNEDY ASSOCIATES, INC.
1000 WASHINGTON AVENUE, SUITE 200
BETHESDA, MARYLAND 20814
TEL: 301-461-1000
FAX: 301-461-1001
WWW.WKA.COM

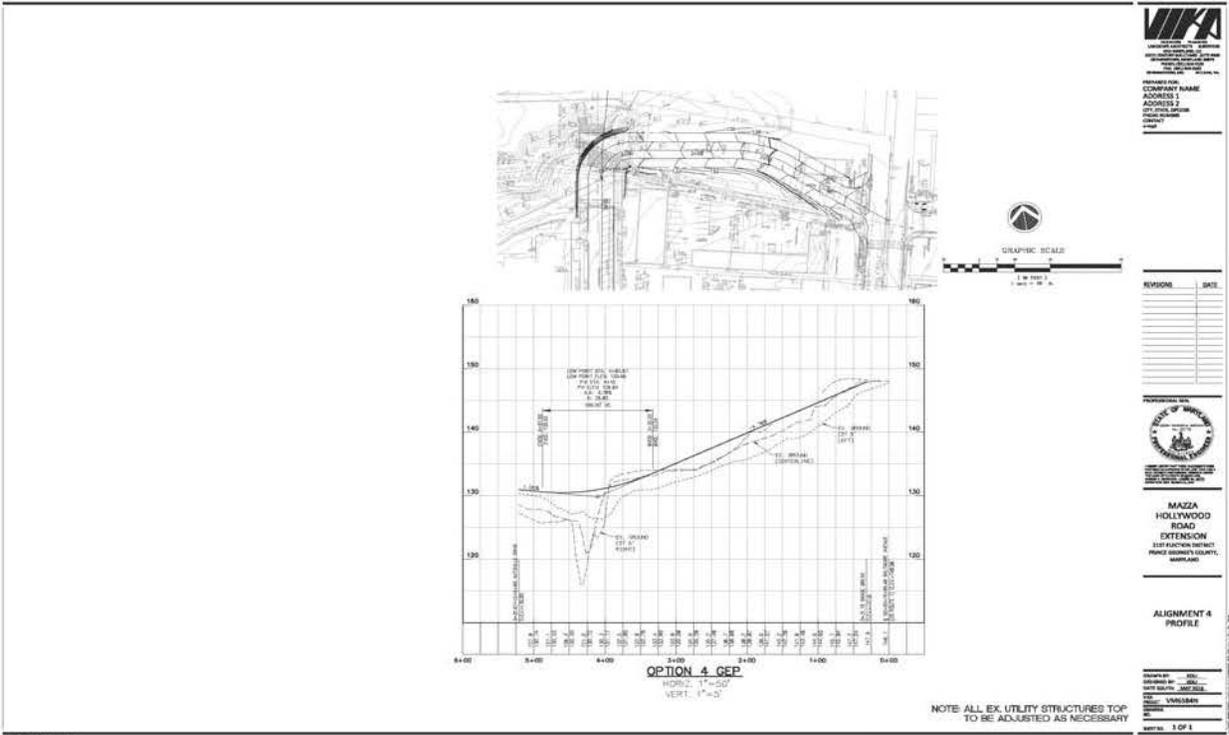
PROJECT NO. 1000000000
COMPANY NAME
ADDRESS 1
ADDRESS 2
CITY/STATE/ZIP
PROJECT NUMBER
DATE

REVISIONS

PROFESSIONAL SEAL
STATE OF MARYLAND
MAZZA HOLLYWOOD ROAD EXTENSION
3117 EASTON STREET
PINEY BRANCH COUNTY, MARYLAND

ALIGNMENT 1
PROFILE

DESIGNED BY
CHECKED BY
DATE
SCALE
PROJECT
VMS/BAW
DATE
SHEET NO. 3 OF 3



WKA
 WOODKING ASSOCIATES, INC.
 10000 WOODBURN ROAD
 WOODBURN, MD 21797
 (301) 591-1000
 WWW.WOODKING.COM

PROPOSED BY: _____
 COMPANY NAME: _____
 ADDRESS 1: _____
 ADDRESS 2: _____
 CITY/STATE/ZIP: _____
 PROJECT: _____



MAZZA HOLLYWOOD ROAD EXTENSION
 3377 FAYHURST DISTRICT
 PRINCE GEORGES COUNTY, MARYLAND

ALIGNMENT 4 PROFILE

DESIGNED BY: _____
 CHECKED BY: _____
 DATE: _____
 SCALE: _____
 SHEET NO. 3 OF 1

Oct. 4, 2016 W/S
Item # 4

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor



Pete K. Rahn, Secretary
Gregory C. Johnson, P.E., Administrator

October 03, 2016

Mr. Jagdish C. Mandavia, PE
VIKA
20251 Century Boulevard Suite 400
Germantown MD 20874

Dear Mr. Mandavia:

Thank you for the opportunity to review the proposed alignment plan options for the proposed Mazza Hollywood Road Extension – 16APPG025XX on US-1 Baltimore Ave. (Mile Point 5.95) in Prince George's County. The State Highway Administration (SHA) has reviewed the alignment options and we are pleased to respond.

The alignment options (1, 3 and 4) were reviewed using the SHA Access Manual chapter 3 for street connections as guidelines:

1. All three alignments do not meet a landing grade of 3% or less for the first 50' from the intersection with US-1. This is a requirement as presented in the section 3.2.1 of the SHA Access manual.
2. Alignment 1 does not meet the minimum curb radii of 30' (3.1.3.A) on the northern part of the intersection. If this was to change, the existing storm drain inlet would have to be removed or relocated. The angle at which the proposed road intersects US-1 is 90 degrees, however, the proposed road's horizontal alignment changes immediately after the intersection. Hence, this is not a preferred option.
3. Alignment 4 was not selected as a preferred option based on the angle from centerline to centerline of the roads. *"Every attempt shall be made to provide a connection at a 90 degree angle with the SHA road"* (3.1.2). This alignment poses a safety and operational issue at the street connection. Also, the existing storm drain would have to be removed or relocated.
4. Alignment 3 has been selected as a preferred option based on the following:

My telephone number/toll-free number is 410-545-0400 or 1-800-206-0770
Maryland Relay Service for Impaired Hearing or Speech 1.800.735.2258 Statewide Toll Free

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

Mr. Jagdish Mandavia
SHA Tracking No.:16APPG025XX
Page 2 of 2
October 03, 2016

- a. The angle at which the proposed road intersects US-1 is approximately 90 degrees providing safe access for southbound traffic along US-1.
- b. It meets the minimum curb radii of 30'.
- c. It provides a channelization island that may also serve as a pedestrian refuge. This will allow the existing inlet structure in its place.

For general consideration during design preparation, please note the following:

1. Include a design vehicle turning template for vehicles entering US-1 from the proposed Hollywood Road extension and vehicles exiting US-1 on to the proposed Hollywood Road extension.
2. Design curb radii shall not be less than 30'.
3. Pedestrian signal, sidewalk and ramps are to be made ADA compliant.
4. Any signal modification will require a Traffic Signal analysis study and a Design Request for any proposed modifications to the signal.

Note that the access management manual can be found on the following link:

<http://www.sha.state.md.us/Index.aspx?PageId=393>. Further review will be done when submitted to SHA for an access management permit. Please refer to the access management checklist (<http://www.sha.state.md.us/ohd2/Plan-check-list.pdf>) and ensure all items are met prior to submission.

If you have any questions or require additional information please contact Mr. Pranoy Choudhury at 301-531-7325, by using our toll free number (in Maryland only) at 1-800-749-0737 (x7325), or via email at pchoudhury@sha.state.md.us

Sincerely,



Brian W. Young
District Engineer

BWY/JRG

cc: Pranoy Choudhury (SHA District 3 Regional Engineer)
Terry Schum (Department of Planning, Community & Economic Development City of College Park MD)



CERTIFIED MOTION

I, Janeen S. Miller, City Clerk of the City of College Park, Maryland, do hereby certify under the penalties of perjury that motion number "15-G-86 Amended", which is shown below, was approved by the College Park City Council at their Regular Council Meeting on August 11, 2015.

15-G-86 AMENDED
MOTION BY COUNCILMEMBER BRENNAN
SECONDED BY COUNCILMEMBER WOJAHN

I move that the scope of services submitted by VIKA Maryland, LLC for a feasibility study to extend Hollywood Road west of US Route 1 to the Mazza GrandMarc Apartments be approved subject to the following modifications:

1. Item # 2 under Project Assumptions shall be revised to state that the alternative alignments should be designed to minimize the impact to adjoining properties to the extent possible and that consideration shall be given to a one-way alignment alternative.
2. Item #11 under Project Assumptions shall be revised to clarify that there will be a minimum of two meetings with community stakeholders; one meeting to review the alternative alignments to be studied and one meeting to present the final results of the study.
3. Item # 3 Hollywood Road Site Layout and Grading Plan under Scope of Services shall be revised to include community stakeholders in the discussions with the client and city staff in determining the three alternative alignments to be studied.
4. Item # 9 Project Meetings under Scope of Services shall be revised to add adjoining property owners, community stakeholders and city staff to those already listed.

Janeen S. Miller

Janeen S. Miller
City Clerk

August 13, 2015

SEAL

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ENGINEERS ◊ PLANNERS ◊ LANDSCAPE ARCHITECTS ◊ SURVEYORS ◊ 3D LASER SCANNING

Revised April 8, 2015
Revised March 23, 2015
November 18, 2014

Via: Email and Mail
diane.yep@starrcompanies.com

Ms. Diane Yep
PPC/CHP Maryland Limited Partnership
c/o Diversified REI Holdings, LLC
399 Park Avenue
9th Floor
New York, NY 10022

Re: *Mazza - Hollywood Road Extension*
Prince George's County, Maryland
VIKA Job #VM6584
VIKA Proposal #G3376 Rev02

Dear Ms. Yep,

As requested, we are very pleased to submit this revised proposal to provide professional services in conjunction with a proposed extension of Hollywood Road west of the traffic signal at Baltimore Avenue located in College Park, Maryland. We have listed below the various assumptions that we have made in preparing this proposal, which we believe to be valid. In the event that any of these assumptions are proven invalid, it may require some additional services agreements to address those items. We have, however, attempted to include a complete scope of services that we presently anticipate to be required for this project.

PROJECT ASSUMPTIONS

1. The client will provide a current title report for abutting properties to the proposed extension of Hollywood Road in determining the easements, deeds and other encumbrances on these properties.
2. This proposal is limited to preliminary design layout and alignment study associated with Hollywood Road extension (2-lanes), with sidewalks and landscaping strips on both sides of the street, between Baltimore Avenue and existing Autoville Drive in front of Mazza Grandmarc property. This scope assumes up to three alternates, and construction cost estimates for each preliminary design alternative will be provided.
3. The existing storm drain culvert analysis will be done to determine the required extension of the existing culvert for the proposed Hollywood Road extension. The MNCPPC topo survey for drainage area map will be paid for by the client.
4. Gas, electric, telephone and cable (dry utilities) relocation plans are not included in this contract and will be provided by another firm. However, we will identify relocation of known existing dry utilities for your consideration.
5. No dam breach or downstream impact studies will be required.
6. Any wetland and environmental studies, if required, will be provided by others.

VIKA Maryland, LLC

20251 Century Boulevard, Suite 400 ◊ Germantown, Maryland 20874 ◊ 301.916.4100 Fax 301.916.2262
Tysons, VA ◊ Germantown, MD ◊ Washington, DC
www.vika.com

0111685501

Ms. Diane Yep
PPC/CHP Maryland Limited Partnership
c/o Diversified REI Holdings, LLC
Re: Mazza - Hollywood Road Extension
VKA Proposal #G3376 Rev01
November 18, 2014 – Revised March 23, 2015-Revised April 8, 2015
Page 2 of 6

7. Historic resource preservation, archeological, architectural, hazardous waste, geotechnical, electrical, mechanical, environmental engineering, traffic studies, utility sweeps, test pitting and/or structural design services are not included in this proposal.
8. While every attempt will be made to accurately show underground utilities, these locations will be based on available information. Prior to construction or grading on/or near the site, it is advised that the contractor(s) verify the location of utilities through test pits and take adequate precautions to avoid disturbance of underground utilities.
9. Certain utility companies and governmental agencies do not make their existing and proposed underground utility records available. VKA, Inc. is not responsible for any conflicts or damage resulting from the discovery of unknown utilities.
10. We have assumed that any required traffic studies and or signalization design revision will be completed by a separate proposal or client's traffic consultant.
11. All meetings with the VKA team, which will include applicable public agencies, a city council presentation and community meeting, will be invoiced on an hourly basis according to our current rate schedule after a discussion and verbal approval on the personnel and presentation materials. We assumed a total of three meetings and have included separate line items for these meetings, and have projected our level of staff and materials required for each meeting. After a discussion with you, we understand a final budget approval for each meeting is required from you.
12. Geotechnical investigation will not be required for this phase of the project. If soils investigation is required, your geotechnical consultant will provide this service. If stakeout of soil borings is required from our staff, an additional fee will be required.
13. It is assumed that any off-site improvement design services, and easement negotiations, that may be required, will be provided by the client.
14. It is assumed that if a Wildlife Management Plan or Invasive Species Management Plan is required, they will be prepared by others.
15. Our fees are based on the design criteria of the public agencies in effect as of the date of this contract. Any new changes to the design criteria or regulations may affect our fee.
16. Any revisions necessitated by a change in the design criteria once a critical milestone has been agreed upon, or by the subjective review comments by the owner or applicable review agencies, will be justification for an additional services agreement.
17. There will be no improvements in US Route 1, other than intersection improvements. At this stage all plans will be submitted to City of College Park for their review and SHA plan preparation and processing is not included in this proposal.
18. This proposal is for feasibility studies only, thus, does not include construction/permit documents preparation and processing for approval from various public agencies.



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Ms. Diane Yep
PPC/CHP Maryland Limited Partnership
c/o Diversified REI Holdings, LLC
Re: Mazza - Hollywood Road Extension
VIKA Proposal #G3376 Rev01
November 18, 2014 – Revised March 23, 2015-Revised April 8, 2015
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SCOPE OF SERVICES

1. Boundary and Topographic Survey and Benchmarks..... \$8,500

VIKA Maryland, LLC will prepare a field run Boundary Survey for the site. The Boundary Survey will be prepared and will meet the Minimum Standards of Practice for Land Surveying as established by the Board of Professional Land Surveyors for the State of Maryland, Title 09, Subtitle 13, Chapter 06, Section .03.

Our staff will research existing land records for any available easements, plats or deeds for the subject property as well as the adjacent properties. A horizontal control network will be established. Our staff will recover existing property monumentation and determine the property line locations. Our staff will set any property markers for the subject property that are not recovered.

Under this line item, our staff will also prepare a Topographic Survey that meets the Minimum Standards of Practice for Land Surveying as established by the Board of Professional Land Surveyors for the State of Maryland, Title 09, Subtitle 13, Chapter 06, Section .04, with 2-foot contour intervals for the above referenced site. Our staff will also verify the "as-built" existing site conditions and existing utilities around points of connection and the curb along the existing driveways. A vertical datum will be established utilizing existing survey control monuments, utility as-builts, design drawings or combinations thereof.

Our staff will provide field verification of visible utility features existing at the time of the survey including manholes, valves, meters, cleanouts, etc. with location, rim or top elevation and invert elevation where features area clear, visible and accessible. Pipe size and type of material will be indicated where visible and accessible. This information will be obtained utilizing standard survey techniques and does not include determination of underground utility alignments which are not vertical and horizontal strait lines between two (2) known visible and accessible points such as manholes or inlets.

Under this line item our staff will establish four (4) benchmarks locations to be determined by the project superintendent. Price based on one (1) mobilization.

2. Grade Establishment Plan (3 Alternates)..... \$5,000

Under this line item, our staff will prepare the Grade establishment plan to set the alignments in accordance with agency's design criteria for the Hollywood Road extension.

3. Hollywood Road Site Layout and Grading Plan (3 Alternates).....\$17,500

Under this line item, our staff will prepare up to three alternates of the proposed alignment studies for the Hollywood Road extension based on the discussions with the client and City Staff. These plans will be prepared at a scale of 1"=30' or greater, and will be submitted to the City for review.



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Ms. Diane Yep
PPC/CHP Maryland Limited Partnership
c/o Diversified REI Holdings, LLC
Re: Mazza - Hollywood Road Extension
VIKA Proposal #G3376 Rev01
November 18, 2014 – Revised March 23, 2015-Revised April 8, 2015
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4. Stormwater Management Concept Plan\$10,000

Under this line item, our staff will prepare the Stormwater Management Concept in accordance with latest design criteria of the agency to identify the acceptable ESD measures within the street Right of way (bio-swales, bio-planters, silva cells, filterras etc.).

5. Hydraulic Capacity Analysis of Existing Storm Drain Culvert..... \$6,000

Under this line item, our staff will prepare a Hydraulic Capacity Analysis of the existing Storm Drain Culvert and determine the required extension for the three alignment studies. This scope assumes the size of the existing pipe is adequate and analysis will be based on the pipe capacity flowing full. This also will include stabilization measures at the culvert outfall. Existing conditions topo from MNCPPC will be used to develop the drainage area map and imperviousness ratio.

6. Existing Utility Adjustment and Relocation Identified \$1,500

Under this line item, our staff will request the record drawings from the various utility companies and incorporate information received into our design sketches to identify the potential conflicts assuming the underground dry utilities are approximately 30-inches below grade.

7. Easement and Right of Way Taking Exhibits Hourly Budget \$2,000

Under this line item, our staff will prepare the sketches for the proposed right-of-way and its impact on adjoining properties for the Hollywood Road extension alignments. This scope assumes, legal descriptions of the impacted areas are not required.

8. Natural Resource Inventory/Forest Stand Delineation (NRI/FSD)..... \$3,000

Under this line item, our staff will prepare a Natural Resource Inventory/Forest Stand Delineation Plan consistent with the requirements on the local agency within the limits of disturbance to determine the impacts to existing environmental features (large diameter trees and its critical root zones). This plan will not be submitted to agencies for approval.

9. Project Meetings Hourly Budget \$5,000

Under this line item, our staff will attend project meetings at the direction of the Owner. This would include meetings with agency review officials, Council hearing, etc. in addition to team status meetings and any team conference calls, and telephone correspondence. This also includes preparing two presentation boards and power point slides to be presented at the council meeting.

10. Feasibility Report and Narrative (3 Alternates) \$5,000

Under this line item, our staff will provide a Feasibility Report (narrative form) outlining the pros and cons of the three proposed alignments to assist the Client and City of College Park in selecting the preferred alignment.



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Ms. Diane Yep
PPC/CHP Maryland Limited Partnership
c/o Diversified REI Holdings, LLC
Re: Mazza - Hollywood Road Extension
VIKA Proposal #G3376 Rev01
November 18, 2014 - Revised March 23, 2015-Revised April 8, 2015
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11. Cost Estimates (3 Alternates).....\$3,000

Under this line item, our staff will provide cost estimates for each alternate based on the agencies published unit cost prices for bonding purposes.

ME. Printing, Plotting, Messenger and Overnight Delivery Services..... Per Rate Schedule

Included in the above lump sum line items and our corporate overheads are a reasonable amount of all coordination prints and paper or vellum CADD coordination plots between our firm, your staff and other design consultants. Not included in our overhead is messengering plans prepared by us to the appropriate reviewing agencies, nor picking them up after they have been reviewed for comment. Any other printing, CADD plotting and any messenger services that you might require will be invoiced according to our current rate schedule for such services. These would include record drawings, mylar CADD plottings or disks, as well as any messenger services required by the client. Printing and record copy fees charged to VIKA by utility companies will be billed as a direct cost to this line item.

FEES

Our fees for the services outlined herein are summarized in the attached fee schedule.

EXTRA WORK

Any work required in addition to that outlined above will be billed on an hourly basis according to our current rate schedule shown on the attached Rate Schedule, or negotiated lump sum fee. Extra work will include but not be limited to concept storm water management plan revisions, dam breach analysis, landscape plans, special exception plans, retaining wall design, lighting design, condominium plats, ALTA/ACSM surveys, phasing plans, structural engineering for retaining walls or garage, geotechnical engineering, construction phase services, and any services not specifically included herein, and changes in the scope of services, or revisions as requested by the owner, architect or necessitated by a change in the approving agencies' codes, policies or guidelines.

If this proposal and the enclosed Attachments A and B, dated April 2015, are acceptable and outline our complete agreement, please signify your acceptance by signing in the space provided and returning a copy to our office. This document and Attachments A and B, dated April 2015, will then constitute our complete agreement.

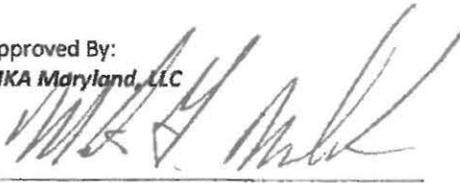
We appreciate the opportunity to present this proposal and look forward to continuing working on this project with you.

Sincerely,
VIKA Maryland, LLC



Jagdish Mandavia, P.E.
Senior Associate

Approved By:
VIKA Maryland, LLC



Mark G. Morelock, P.E.
Principal Associate/Executive Vice President

JM/kc



0111685501

Ms. Diane Yep
PPC/CHP Maryland Limited Partnership
c/o Diversified REI Holdings, LLC
Re: Mazza - Hollywood Road Extension
VIKA Proposal #G3376 Rev01
November 18, 2014 – Revised March 23, 2015-Revised April 8, 2015
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ACCEPTANCE

We, PPC/CHP Maryland Limited Partnership c/o Diversified REI Holdings, LLC, in consideration of the terms and conditions of this proposal which are fully set forth herein, including Attachments A and B, dated April 2015, do hereby accept these documents as our complete agreement.

Accepted: 

Date: 9/17/15

Print Name: Peter G. Seeley

Title: Authorized Signatory

Enclosures: Attachments A & B, dated April 2015



0111685501

MAZZA - HOLLYWOOD ROAD EXTENSION
VIKA Fee Schedule
VIKA Proposal #G3376 Rev02
11/18/2014 - Revised March 23, 2015- Revised April 8, 2015

| ITEM # | DESCRIPTION | LUMP SUM | HOURLY BUDGET |
|-----------------------------|---|------------------|-----------------|
| ENGINEERING SERVICES | | | |
| ✓ 1 | BOUNDARY/TOPOGRAPHIC SURVEY AND BENCHMARKS | \$ 8,500 | |
| ✓ 2 | GRADE ESTABLISHMENT PLAN (3 ALTERNATES) | \$ 5,000 | |
| 3 | HOLLYWOOD ROAD SITE LAYOUT AND GRADING PLAN (3 ALTERNATES) | \$ 17,500 | |
| 4 | STORMWATER MANAGEMENT CONCEPT PLAN | \$ 10,000 | |
| 5 | HYDRAULIC CAPACITY ANALYSIS OF EXISTING STORM DRAIN CULVERT | \$ 6,000 | |
| 6 | EXISTING UTILITY ADJUSTMENT AND RELOCATION IDENTIFIED | \$ 1,500 | |
| 7 | EASEMENT AND RIGHT OF WAY TAKING EXHIBITS | | \$ 2,000 |
| 8 | NRI/FSD | \$ 3,000 | |
| 9 | PROJECT MEETINGS | | \$ 5,000 |
| 10 | FEASIBILITY REPORT AND NARRATIVE (3 ALTERNATES) | \$ 5,000 | |
| 11 | COST ESTIMATES (3 ALTERNATES) | \$ 3,000 | |
| TOTAL CONTRACT FEE: | | \$ 59,500 | \$ 7,000 |

Reimbursables

.ME Printing, Plotting, Messenger and Overnight Delivery Services Per Rate Schedule

The following is a listing of VIKA's professional services rates for professional, messenger, and reprographic services. These rates will remain in effect for one (1) year following the date of the contract, after which time they may be adjusted to reflect our current labor and overhead costs.

PROFESSIONAL SERVICES

| | |
|--|-------|
| Expert Research & Testimony | \$300 |
| Principal..... | \$250 |
| Principal Associate | \$235 |
| District of Columbia Registered Surveyor | \$235 |
| Director of Planning / Landscape Architecture | \$195 |
| Senior Associate | \$210 |
| Associate | \$175 |
| Senior Project Planner | \$165 |
| Senior Project Manager | \$165 |
| Project Manager | \$140 |
| Assistant Project Manager | \$120 |
| LIDAR / Scanner Project Manager..... | \$175 |
| Senior Engineer/LA/Planner/Surveyor..... | \$135 |
| Project Engineer/LA/Planner/Surveyor..... | \$115 |
| Design Engineer/LA/Planner/Survey Technician | \$90 |
| Senior CADD Designer..... | \$110 |
| CADD Designer | \$90 |
| Senior Administrative Assistant | \$80 |
| Administrative Assistant | \$70 |
| Survey Crew..... | \$160 |
| Survey Crew 1 Man Robotic..... | \$160 |
| GPS Crew | \$180 |
| LIDAR / Scanner Crew | \$200 |
| LIDAR / Hazard Scanner Crew | \$400 |
| 2 Man Survey Night Crew | \$225 |
| 3 Man Survey Night Crew | \$245 |
| 1 Man Disaster / Hazard Survey Crew (Robotic) | \$225 |
| 2 Man Disaster / Hazard Survey Crew..... | \$325 |
| 3 Man Disaster / Hazard Survey Crew..... | \$345 |
| Certified Arborist | \$175 |
| LEED Consultant..... | \$150 |
| DUE 1, Dry Utility Engineering Manager | \$155 |
| DUE 2, Dry Utility Project Manager (UPM)..... | \$155 |
| DUE 3, Dry Utility Designer / CADD..... | \$100 |
| DUE 4, Dry Utility Administrative Assistant | \$75 |
| DUE 5, Dry Utility Project Principal / Electrical P.E..... | \$200 |

REPROGRAPHIC SERVICES

PRINT CHARGES FOR LARGE FORMAT DOCUMENTS (cost per square foot)

| | |
|--|---------|
| CAD Plot / Copy – B/W on Bond | \$ 0.25 |
| CAD Plot / Copy – B/W or Color on Ink Jet Bond | \$ 1.95 |
| CAD Plot / Copy – B/W or Color on Ink Jet Mylar | \$ 3.95 |
| CAD Plot / Copy – Color graphic images on Ink Jet Bond..... | \$ 9.00 |
| CAD Plot / Copy – Color graphic images on Ink Jet Glossy Presentation..... | \$10.00 |

PRINT CHARGES FOR DOCUMENTS UP TO 11" X 17" (cost per page)

| | |
|--|---------|
| Digital Laser Print – B&W and Color..... | \$ 1.20 |
|--|---------|

SCANNING CHARGES (cost per square foot)

| | |
|-------------------------|---------|
| Scan to File B/W..... | \$ 0.50 |
| Scan to File Color..... | \$ 0.75 |

MOUNTING (cost per square foot)

| | |
|------------------|---------|
| Foam Core..... | \$ 5.25 |
| Gator Board..... | \$ 6.25 |

FOLDING (cost per square foot)

| | |
|--------------------------|---------|
| Folding Bond prints..... | \$ 0.25 |
|--------------------------|---------|

MESSENGER AND OTHER SERVICES

Messenger service, filing fees, and reprographic services not listed above will be billed at cost plus 10%.
Printing and record copy fees charged to VIKA by utility companies will be billed as a direct cost to the client.



These Standard Terms and Conditions are incorporated into the foregoing agreement or proposal (the "Agreement") between VIKA Maryland, LLC (VIKA) and its client ("Client") for the performance of engineering, surveying, planning and/or landscape architectural services ("VIKA Services"). These Standard Terms and Conditions are fully binding upon Client just as if they were fully set forth in the body of the Agreement.

1. PERIOD OF OFFER

Any proposal by VIKA to provide professional services must be accepted within ninety (90) days of the date of the proposal. This ninety (90) day period may only be extended if VIKA agrees in writing. Additionally, VIKA shall have the option of canceling a VIKA proposal at any time prior to the original or extended expiration date of the proposal as long as there is no fully executed Agreement in effect at the time of such cancellation. In the event a Client accepts a VIKA proposal by executing and delivering either the signed original or copy to VIKA, the signed VIKA proposal and the attachments expressly incorporated therein by reference shall constitute the entire agreement between the parties ("Agreement").

The proposal and these terms and conditions shall also apply even if the Client has not returned an executed copy but requested that VIKA begin work, and receives work from VIKA performed in accordance with this Agreement.

2. SCOPE OF AGREEMENT

VIKA, for the fee noted in the Agreement, shall only be obligated to perform those services expressly described in the Scope of Services. In no event does VIKA agree to perform any of the following services:

- a. To certify as to the correctness of any document which was prepared by another entity.
- b. To be responsible for the correctness of any drawings prepared by VIKA unless it is properly sealed by a professional currently employed by VIKA.
- c. To provide legal, accounting, insurance, or other consulting services not listed in VIKA's current brochure.
- d. To assure Client of favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
- e. To assure Client that consulting services pertaining to off-site considerations or requirements take into account circumstances other than those clearly visible and known from on-site work.
- f. To furnish or certify to the actual location (or characteristics) of any portion of a utility which is not visible from the surface.
- g. Geotechnical or structural engineering consulting services.
- h. Wetlands and/or environmental services.

Client shall also inform VIKA of any special criteria or requirements related to VIKA's Services and shall furnish VIKA with all available existing information, including reports, plans, drawings, surveys, deeds, and other documents related to VIKA's Services. VIKA shall not be responsible for errors, omissions or additional costs arising out of its reliance upon such information or materials furnished by Client.

3. REIMBURSABLE EXPENSES

Unless otherwise specified in the contract, client shall reimburse VIKA for all expenses, necessarily or reasonably, incurred by VIKA in connection with the performance of professional services for Client, plus ten percent (10%), except for printing services, which will be reimbursed in accordance with Attachment A. Such expenses may include, but are not limited to, the following: transportation expenses; messengering services, meals and lodging in connection with travel; long distance telephone charges; data processing expenses; extraordinary computer expenses; photographic expenses; filing and inspection fees paid by VIKA on behalf of Client to appropriate regulatory agencies; additional insurance coverage requested by Client; overtime required by Client; renderings and models; the cost of obtaining bids or proposals from other contractors or consultants when done at the request of Client; and other out-of-pocket expenses incidental to performance of VIKA's Services. VIKA may submit invoices for reimbursable expenses separately from invoices for services.

4. ADDITIONAL SERVICES

In the event the Client requests VIKA to perform services not specifically described in Scope of Services, Client agrees to compensate VIKA for such services in accordance with the hourly rate schedule set forth in Attachment A of this Agreement unless a written agreement has been signed by both parties indicating the basis of such additional changes. Unless specifically included in the Scope of Services, additional services will include, but not be limited to, the following: off-site design, construction specification preparation, revisions to previously prepared plans, cost estimating, construction inspection, completion certifications, changes in the Scope of Services and revisions requested by the Owner, Architect or necessitated by a change in the approving agencies' codes, policies or guidelines.

5. CLIENT'S ORAL DECISIONS

Client, or any of Client's directors, officers, partners, employees or agents having apparent authority from Client, may orally: (a) make decisions relating to VIKA Services or the Agreement; (b) request a change in the scope of VIKA Services under the Agreement; or (c) request the performance by VIKA of additional services under the Agreement, and in such event, such decisions or requests are binding to Client. Client may from time to time, and at any time, limit the authority of any or all persons to act orally on Client's behalf under this Paragraph 5, by giving seven (7) days advance written notice to VIKA.

6. DUTIES AND STANDARD OF CARE

VIKA agrees to provide those professional engineering, surveying, and/or landscape architectural services as agreed to in the Scope of Services. Additional services and consultation may be performed if requested, subject to an agreed-upon revision in the Scope of Services and authorized additional compensation. Services will be performed in accordance with generally accepted principles of civil engineering, land surveying, and landscape architectural practice and, in a manner consistent with the level of professional care and skill ordinarily exercised by members of these professions for similar projects. No other warranty, expressed or implied, is made. Client shall communicate these standard contract terms and conditions of this Section 6 to each and every third party to whom the Client transmits any part of VIKA's plans, specifications, details, calculations or reports.

VIKA shall make every effort to meet current Fair Housing and Americans with Disabilities Act (ADA) requirements with respect to this proposal; however, due to the ambiguity of the rules and regulations associated with this law, VIKA does not guarantee total compliance.

7. CONSTRUCTION REVIEW

Adequate observation by qualified personnel of site construction is considered essential for successful completion and performance of projects. The owner shall retain adequate site observation, inspection and materials testing services for all projects in which it uses VIKA throughout the duration of site construction. Unless specifically noted in the Scope of Services, the professional services of VIKA do not extend to, or include the review or site observation of, the contractor's work. It is agreed that visits to the job site by the designer or his field representative at intervals appropriate to the stage of construction is for the purpose of becoming familiar with the progress and general quality of the construction work, and is not to be construed as construction observation or inspection services, and shall not excuse the contractor from any deficiencies discovered in his work. It is further agreed that VIKA will not be responsible for job or site safety on the project except for its own personnel, and will not be held responsible for any contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970 as amended to date, or any state, county or municipal law of similar import or intent.



Client or its agent/representative shall review VIKA's work promptly after it is performed and made available to Client or its agent/representative. Thereafter, Client and/or its agent/representative shall promptly notify VIKA in writing about any errors, omissions and/or questions. Any damage resulting from the failure of the Client or its agent/representative to notify VIKA of any errors or omissions that Client or its agent/representative knew, or reasonably should have known, about shall be the sole responsibility of the Client and Client waives any claims against VIKA with respect to such matters and indemnifies VIKA for all costs incurred by it resulting from such matter.

8. REVIEW OF SHOP DRAWINGS AND CONTRACTOR'S SUBMITTALS

Review, checking, corrections and comments made by VIKA on the contractor's shop drawings and submittals do not relieve the contractor from compliance with requirements of the contract documents. Checking is only for review of general compliance with the information given in the contract documents. The contractor is responsible for, among other items, confirming and correlating all quantities and dimensions, confirming manufacture specifications / representations, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner.

9. EXISTING CONDITIONS/LIABILITY LIMITATION

In as much as the site construction and the performance of VIKA's services requires that certain assumptions be made regarding existing conditions, including underground utilities, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate and serviceable systems, it is agreed that, except for negligence on the part of VIKA, VIKA will be held harmless, by the Client, against all claims arising out of or related to its services under this Agreement.

Client warrants that all matters regarding hazardous materials on or near the project site known to the Client have been made known in writing to VIKA prior to the execution of this Agreement. VIKA shall have no responsibility for the discovery, handling, removal or disposal of hazardous materials in any form at the project site.

VIKA is entitled to rely upon the conditions and circumstances of the Project as accurately represented by Client and as visually observable by VIKA. In the event of circumstances or conditions that were not so represented or observable which require an increase to VIKA's scope of services, VIKA shall be compensated by Client for such increase as Additional Services.

10. RIGHT OF ENTRY; PERMITS

Client agrees to provide rights of entry and all permits and permissions necessary for the completion of VIKA's services under this Agreement at no cost to VIKA.

11. EARLY BID DOCUMENTS/FAST TRACK PROJECTS

When the Client requests submission of early bid documents, it is acknowledged that VIKA's drawings are issued to contractors for pricing or bid purposes in advance of full completion of construction documents by the architect and other disciplines, as well as agency approval. The Client agrees that VIKA shall not be responsible for additional construction costs arising from subsequent revisions, addenda, and corrections to VIKA's drawings, made in order to conform same to other disciplines' final drawings or in response to agency comments.

12. PROJECT SCHEDULE

In order for VIKA's staff to be as responsive as possible to the project needs as well as flexible based on weather and job conditions, it is imperative that a dialogue be established prior to the commencement of design or construction stakeout on the project between VIKA's project manager and the appropriate Client representative. We suggest that a coordination meeting take place at least one week prior to the anticipated start of work. At this meeting, we will determine, in general, what your needs will be through the term of the project and outline our staffing program. Once this meeting has taken place, we encourage an ongoing dialogue between VIKA's project manager and the Client's representative.

13. CONSTRUCTION ESTIMATES

It is expressly understood and agreed that, should VIKA be requested to prepare earthwork quantity estimates or pricing, VIKA's services are not guarantees of actual quantities or prices, but engineering estimates of quantities shown on certain plans or grading concepts. As such, VIKA shall not be held responsible for earthwork quantities and/or earthwork balances, nor for any other quantity and/or cost estimates prepared by it.

VIKA has no control over the cost of labor, materials, or equipment; the contractor's method of determining prices; competitive bidding or market conditions. VIKA's opinions of probable construction costs are made on the basis of its experience and qualifications. These opinions, when rendered, represent VIKA's best judgment as a design professional familiar with the construction industry, and are not to be construed as a guarantee that proposals, bids, or the construction cost will not vary from opinions of probable costs prepared by VIKA. If the owner wishes greater assurance as to the construction cost, they shall employ an independent cost estimator.

14. GEOTECHNICAL AND WETLAND STUDIES AND INVESTIGATIONS

It is expressly understood and agreed that VIKA shall not be responsible for any soil studies, geotechnical engineering stability analysis, prediction of the presence of any subsurface water, or design of underdrainage systems to handle any subsurface water that may affect the project. Further, it is expressly understood and agreed that the Client will retain a geotechnical engineering firm for the purpose of performing investigations, preparing designs, and providing timely direction regarding all geotechnical engineering aspects of the project. It is also expressly understood and agreed that VIKA shall have no responsibility for adequately defining the scope of required geotechnical engineering services. The client shall engage a geotechnical engineer to independently review VIKA's design and provide a certificate that it meets the recommendations and specifications of the geotechnical report.

In addition, it is expressly understood and agreed that VIKA shall not be responsible to predict and/or delineate the presence of wetlands or waters of the United States.

15. PLAN PROCESSING

VIKA provides routine submission of the engineering plans and related documents to public agencies for approval. However, it may be necessary, in order to serve the best interest and the needs of the Client, for VIKA to perform special processing such as meetings and conferences with different agencies, hand carrying the plans from agency to agency, as well as other specialized services. These special services are not included in the basic fee and shall be performed as additional services on an hourly basis in accordance with VIKA's current hourly rate schedule.

16. OWNERSHIP AND REUSE OF DOCUMENTS

It is acknowledged that the documents prepared under this Agreement are instruments of professional service and VIKA will remain sole owner of all original sketches, drawings, tracings, survey notes, computations, etc. prepared by VIKA ("Material"), except where they have to be filed with a government agency. However, as long as Client's account is current, all of this Material is available including reproducible copies of all original tracings for Client's use on this project. Any digital information furnished to the client shall not be released by the client or furnished to third parties without the expressed written permission of VIKA.



There will be no obligation on VIKA's part to deliver the work product or materials to the client if there is any payment past due. It is agreed that the Client will hold VIKA harmless and indemnify and defend VIKA against all damages, claims and losses, arising out of any reuse of the material or modifications to such by parties other than VIKA, without VIKA's written consent. Any digital information furnished to the client shall not be revised by the client or furnished to third parties without the expressed written permission of VIKA.

The client agrees to hold harmless and indemnify VIKA against all claims, liabilities and/or costs, including but not limited to attorneys fees, arising out of or in any way connected with any modification, misuse or use by others of the work product provided by VIKA to Client under this Agreement. VIKA retains the right to retain electronic copies of its work performed hereunder and to remove from electronic copies provided to Client all certifications and professional seals of VIKA personnel.

17. INSURANCE/LIABILITY LIMITATION

VIKA represents and warrants that it and its agents, employees and consultants employed by it, is and are protected by workman's compensation insurance, and VIKA has coverage under public liability and property damage insurance policies to protect itself from claims arising from work performed under this Agreement. Also, VIKA represents and warrants that it maintains professional liability insurance for protection from claims arising out of performance of professional services caused by any error, omission or act for which the insured is legally liable. Certificates in evidence of policies of insurance will be provided to the Client upon request.

Notwithstanding any other provisions contained herein, VIKA shall not be responsible for any loss, damage or liability beyond the amounts, available limits, and conditions of such insurance. No employee or agent of VIKA shall have any individual professional liability to, or in excess of, VIKA's liability as described under these Standard Terms and Conditions. It is understood that VIKA has no liability arising from this contract or the work involved, except insofar as it may be liable for its own acts or for the acts of its employees. Liability of VIKA, if any, for back charges arising from construction conditions is wholly dependent upon written notification to VIKA prior to the initiation of any corrective work, or within 30 days from the occurrence, whichever date occurs first. Damages recoverable from VIKA, in the case of omissions, shall be limited to the direct extra cost to the Client over the cost to the Client, had the omission not occurred, and, in the case of errors, shall be limited to the direct extra cost to the Client of the necessary corrective work. Recovery for any consequential damages, or delay, impact, interference or inefficiency is expressly waived.

18. FEES AND PAYMENTS

VIKA will render its invoice monthly based on a percentage of the work completed that month for lump sum items and for actual hours spent that month for hourly items. In the event that public agency review is required on lump sum items, VIKA will invoice up to eighty percent (80%) of the quoted fee at such time as plans are submitted to the public agency for review; VIKA will further invoice up to ninety-five percent (95%) after it has addressed comments received from the respective agency; and one hundred percent (100%) upon formal action by that agency. Each invoice will be due in full upon receipt. If at any time an invoice remains unpaid in excess of thirty (30) days from the date of the invoice, a service charge of 1.5%, a maximum rate of eighteen percent (18%) per annum, will be charged on the unpaid amount at the end of the month, and each month thereafter, until the unpaid amount, including all service charges, is paid in full.

In the event that an invoice remains unpaid more than forty-five (45) days, all work on the project may be suspended by VIKA unless otherwise agreed to by VIKA in writing. In addition, VIKA reserves the right to pursue all appropriate remedies, including retaining any and all drawings without recourse until the account is paid in full. In the event that litigation is required to obtain payment of the fees provided for herein, Client hereby agrees to pay, along with any judgment awarded to VIKA, all attorneys' fees, collection costs, and court costs sustained in connection with such litigation. Timely payment of invoices is a condition of this Agreement. Failure to make payments in full within the time limits stated above will be considered substantial non-compliance with the terms of this Agreement, and will be cause for termination of this Agreement, if VIKA so chooses.

VIKA may unilaterally increase its lump sum or unit billing rates on each anniversary of Client's acceptance of this Agreement, by up to five percent (5%) or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to the same annual revision at the discretion of VIKA.

If the Client requests VIKA to perform its work in a timeframe beyond the normal forty (40) hour work week, VIKA will attempt to comply with such request, however, its fees shall be subject to adjustment as agreed upon by the parties and all VIKA personnel cost shall be invoiced at 1.5 times the normal billing rate unless other arrangements are made in writing executed by VIKA and Client.

19. TERMINATION OF AGREEMENT

The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Client may exercise its right to terminate only if it has made all payments due and owing to VIKA as provided in this Agreement.

Client agrees to be liable, and pay VIKA for all labor done, work performed, material furnished, and all expenses incurred for all work and additional work up to and including the day that work is terminated, in accordance with the notice required under this Section.

20. PROJECT SUSPENSION, ABANDONMENT, AND RESUMING

If the project is suspended or abandoned in whole or in part through no fault of VIKA, VIKA shall be compensated for all services performed prior to receipt of written notice from Client of such suspension or abandonment, together with any reimbursable expenses then due. Moreover, in the event the project is resumed, VIKA may require an additional restart or mobilization fee, the terms of which must be agreed to by the parties, before VIKA resumes its services.

21. ASSIGNS

Neither Client nor VIKA may delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of the other party. Said consent shall not be unreasonably withheld by either party.

22. DISPUTE RESOLUTION

- a. All claims, disputes or controversies ("Disputes") arising out of, or in relation to the interpretation, application or enforcement of this Agreement shall be decided as follows. Complying (or showing that a good faith effort to comply) with these dispute resolution terms is a pre-condition to filing suit.

(i) Client and VIKA agree to attend a dispute resolution meeting within fourteen (14) days of the identification of the dispute, to negotiate the dispute in good faith and to have each party's representative have the authority to resolve the dispute on behalf of that party.

(ii) Should the dispute resolution meeting fail to resolve the dispute, Client and VIKA agree to promptly mediate the dispute using a mediator acceptable to both parties, to negotiate in good faith and to equally share the cost of the mediation.

(iii) Should the mediation fail or should it never occur then either party may initiate litigation, however, the party that initiates the litigation must show compliance or a good faith compliance effort with respect to the dispute resolution meeting and/or mediation.



- b. In the event that Client institutes legal action or arbitration against VIKA because of any alleged failure to perform, or for any alleged error, omission, or negligence, and if such suit or arbitration is dismissed, or if judgment is rendered for VIKA, or if VIKA brings a substantially successful legal action or arbitration claim against Client, Client agrees to reimburse VIKA or pay any and all costs incurred by VIKA, including attorneys' fees, expert witnesses, fees and court or arbitration costs, and any and all expenses of the legal proceedings that were incurred by VIKA, immediately following dismissal of the case or immediately upon judgment being rendered in behalf of VIKA.

23. SEVERABILITY

In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

24. WARRANTY OF AUTHORITY TO SIGN

The individual signing this contract warrants that he/she has authority to sign as, or on behalf of, Client for whom or for whose benefit VIKA's services are rendered. If such individual does not have such authority, he/she understands and agrees that he/she is personally responsible for this contract to VIKA, in addition to any liability which Client may have.

25. NON-ALTERATION OR TERMS

This Agreement, and all the terms herein, may only be amended, deleted or otherwise altered by a written document signed by VIKA and Client, and in any event, on VIKA's behalf by approval of a corporate officer. VIKA's Project Manager has no authority to waive any matter or to amend the Agreement between VIKA and Client.

26. ENTIRE AGREEMENT

These Standard Terms and Conditions, Attachment A, any drawings, plans, plats, and/or exhibits referred to or attached hereto, and the Proposal to which these items are attached, set forth the entire understanding and agreement between the parties with respect to the subject matter contained therein, and shall be binding and inure (except as otherwise provided herein) to the benefit of the parties and their respective successor and assigns. This Agreement supersedes all prior documents, agreements, and understanding between the parties with respect to the transactions contemplated hereby.

27. CONTROLLING LAW

This Agreement is to be governed by the law of the place of business of the VIKA office submitting this Proposal, and the parties hereby submit themselves exclusively to the applicable state and/or federal court with jurisdiction over such VIKA place / location of business.

28. MISCELLANEOUS

- a. To the fullest extent permitted by law, the total liability of VIKA with regard to its work performed under this Agreement shall be limited to the lesser of VIKA's fees or its insurance policy limits under this Agreement. This and other limitations of liability and indemnities provided in this Agreement are business understandings of the parties and shall apply to all theories of liability, including but not limited to breach of contract or warranty, negligence and/or strict/statutory liability.
- b. VIKA shall have the right to photograph and use the name of the Client with respect to any aspect of the project on which it is working for the Client before, during or after completion and use the photographs for marking, for defense of claims and/or for any other commercial uses, unless otherwise limited by writing signed by VIKA.
- c. VIKA is an independent consultant/contractor, and no person or entity, other than VIKA and Client shall be deemed to be a part to or a third party beneficiary of this Agreement. Moreover, VIKA and Client are neither partners nor involved in a joint venture with respect to the project covered by this Agreement.
- d. If due to VIKA's breach of this Agreement any required item or component of the Project is omitted from VIKA's construction documents or drawings, VIKA shall not be responsible for paying the cost to add such item or component to the extent that it would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event shall VIKA be responsible for any cost or expense that provides betterment, upgrade or enhancement of or to the Project.

MEMORANDUM

TO: Mayor and Council
FROM: Terry Schum, Planning Director *tas*
THROUGH: Joseph L. Nagro, City Manager *JLN*
DATE: February 29, 2014
SUBJECT: Design of Hollywood Road Extended at Mazza GrandMarc Apartments

ISSUE

A request has been received by Starr Insurance Holdings, Inc., the owner of the Mazza GrandMark Apartments, to address Paragraph 25 of the Agreement with the City of College Park related to this property (see letter dated February 13, 2014, Attachment 1). This involves use of \$500,000 in escrow for the planning, design and construction of an extension of Hollywood Road on the west side of Route 1 to connect to the road in front of their property.

SUMMARY

The initial Agreement was entered into on November 18, 2004 at the time Mazza applied for a Preliminary Plan of Subdivision from M-NCPPC. It was subsequently amended on May 4, 2006 during the Detailed Site Plan (DSP) application process. It was further amended on April 1, 2009 by mutual agreement (see Attachment 2 for the full Agreement and amendments). Paragraph 25 is excerpted as follows:

25. MAZZA agrees to work with the City and adjacent property owners to develop and finance Hollywood Road extended on the west side of Route 1 to connect to newly relocated and constructed Autoville Drive on the Property. As evidence of its good faith, and not with the intent or effect of limiting the total amount of monies that it will eventually pay toward the construction of Hollywood Road extended, MAZZA agrees, prior to approval of the commercial detailed site plan (DSP-04049/01) for the Property but in no event later than August 1, 2010, to place the sum of \$500,000.00 with an escrow agent acceptable to the City for a period of at least ten years. The sum held in escrow shall be payable to the City for any aspect of the construction of Hollywood Road extended, including but not limited to any property acquisition, design, planning or construction costs, as directed by the City, which shall have direction and control of how payments are made. The ten year term for escrow of the funds set out herein may be extended by agreement

of the parties in the event that substantial progress has been made toward the design and/or construction of Hollywood Road extended. Any interest earned on the escrow fund shall be paid to MAZZA by the escrow agent annually.

A commercial DSP has not been approved for the property and according to Diane Yep, representative for the owner; \$500,000 has been placed in escrow for Hollywood Road extended. Ms. Yep approached staff to indicate that if the city was no longer interested in pursuing the design and construction of the road, her organization would like to be released from this requirement. Current access to the apartments is through a private road limited to right-in and right-out turns only from Route 1. This access road was considered "temporary" until access to the project could be provided through a new Hollywood Road extended at a traffic signal. Assuming the city is still interested in this road, Ms. Yep would retain an engineering firm to begin work on a road alignment study and preliminary design. The road would be two lanes according to city/county standards and would connect only with Autoville Drive in front of their property (not with Autoville Drive north of the property or to other properties beyond the site). After the study results are presented, the city would have the opportunity to decide whether or not to pursue further design and engineering, land acquisition and construction.

RECOMMENDATION

Ms. Yep will be present at the Council Worksession to discuss this matter. Staff recommends authorizing the alignment study and concept design and finalizing the scope of work.

ATTACHMENTS

1. Letter dated 2/13/14 from Diane Yep
2. Agreement and Amendments
3. Aerial view of property



t: (646) 227-6300

starrcompanies.com

February 13, 2014

Ms. Terry Schum, AICP
 Director
 Department of Planning, Community and Economic Development
 City of College Park
 4500 Knox Road
 College Park, MD 20740

Dear Ms. Schum,

This letter is a follow-up to our letter and subsequent conversation regarding: 1) Agreement between PPC/CHP Maryland Limited Partnership (Mazza) and the City of College Park dated November 18, 2004; 2) Amendment to Agreement dated May 4, 2006, and: 3) Second Amendment to Agreement dated April 1, 2009.

As discussed, we have been involved in the project as a limited partner since 2008, but have recently purchased the general partner's interest and have begun taking an active role in operations. Although we would still like to see the completion of the Hollywood Road extension to Autoville Drive since it would benefit access to our property, it is our understanding that this project is facing opposition from land- and home-owners citing potential for a significant increase in traffic along Autoville Drive. When we last spoke I expressed my concern about the viability and timeframe of the road extension, as well my group's desire to release a \$500,000 escrow requirement relating to the project if it is determined to be unlikely completed. As I understood the conclusion of our conversation, we were in agreement to move forward with an alignment study and concept design of the Hollywood Road extension, after which we would re-assess the viability of the project.

At this point, we are prepared to retain Vika Maryland LLC ("Vika"), a land planning group with engineers, planners, architects and surveyors, to prepare a proposal to conduct an alignment study and prepare a preliminary design for the Hollywood Road extension, which may costs upwards of \$30,000 depending on the materials that can be provided and the scope of work your team would require. Upon your execution of this letter and your review of Vika's proposal, the costs of this study would be deducted from the \$500,000 escrow requirement and, then we would determine the next steps.

I am available to discuss this proposal at your convenience and have plans to be in College Park on February 27, 2014. Please let me know if day would be convenient to meet. My phone number is (646) 227-6786 and email is diane.yep@starrcompanies.com

Sincerely,

Diane Yep
 Managing Director – Real Estate Investments

cc: Suellen M. Ferguson
Ferguson@cbknlaw.com

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made this 1st day of April 2009 by and between PPC/CHP MARYLAND LIMITED PARTNERSHIP, a Texas Limited Partnership (MAZZA), and the CITY OF COLLEGE PARK, MARYLAND (the "City") a municipal corporation of the State of Maryland.

WHEREAS, MAZZA has entered into a long term conditional lease of certain property located in College Park, Maryland (the "Property"); and

WHEREAS, Preliminary Plan of Subdivision No. 4-04104 ("Preliminary Plan") for the Property, has been approved by the Maryland-National Capital Park and Planning Commission ("M-NCPPC"); and

WHEREAS, Detailed Site Plan No. 04049 ("DSP") for the Property, has been approved by the Prince George's County Planning Board ("Planning Board") and the District Council for Prince George's County, Maryland; and

WHEREAS, the City and MAZZA have previously entered into an Agreement ("the Agreement") concerning the Property on November 18, 2004 and an Amendment to Agreement (the "Amendment") on May 4, 2006; and

WHEREAS, MAZZA has contracted to pay for and install a traffic light at Route 1 and Hollywood Road as set forth in Paragraph 4 of the Agreement, which commitment it has reaffirmed to the Mayor and Council of the City; and

WHEREAS, MAZZA is seeking to obtain the issuance of building permits for the Property which require modification to the Agreement and the Amendment, as more fully set forth herein.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Agreement dated November 18, 2004 between the City and MAZZA, as modified by the Amendment dated May 4, 2006, be and it is hereby amended follows:

1. The Recitals set forth above, as well as the foregoing "NOW, THEREFORE," clause, are incorporated herein as operative provisions of this Second Amendment.
2. Paragraph 10 of the Agreement, as amended by the Amendment, is hereby repealed in its entirety and shall be replaced with the following language:
 10. Prior to the issuance of a building permit, MAZZA shall provide full financial assurances in the form of a bond with, and in an amount acceptable to, the State Highway Administration, for construction of a second westbound right turn lane along Greenbelt Road at its intersection with Route 1. Mazza shall construct the second westbound right turn lane along Greenbelt Road at its intersection with Route 1 on or before September 1, 2009, and shall provide the design for this road improvement to the City for review and comment prior to obtaining the building permit for the lane. If financial assurances for this improvement have already been provided by another developer, the applicant shall pay to the City of College Park an amount equivalent to the cost of the improvement to be used for the acquisition of right of way, design or construction of Hollywood Road. Any such funds used for the Hollywood Road extension shall be credited against and reduce Mazza's financial commitment set forth in Paragraph 25 below. Any monies paid toward the improvements on Greenbelt Road at its intersection with Route 1 do not reduce, and are not a credit against, Mazza's commitment set forth in Paragraph 25 below.

3. Paragraph 25 of the Agreement, as amended by the Amendment, is hereby repealed in its entirety and shall be replaced with the following language::

25. MAZZA agrees to work with the City and adjacent property owners to develop and finance Hollywood Road extended on the west side of Route 1 to connect to newly relocated and constructed Autoville Drive on the Property. As evidence of its good faith, and not with the intent or effect of limiting the total amount of monies that it will eventually pay toward the construction of Hollywood Road extended, MAZZA agrees, prior to approval of the commercial detailed site plan (DSP-04049/01) for the Property but in no event later than August 1, 2010, to place the sum of \$500,000.00 with an escrow agent acceptable to the City for a period of at least ten years. The sum held in escrow shall be payable to the City for any aspect of the construction of Hollywood Road extended, including but not limited to any property acquisition, design, planning or construction costs, as directed by the City, which shall have direction and control of how payments are made. The ten year term for escrow of the funds set out herein may be extended by agreement of the parties in the event that substantial progress has been made toward the design and/or construction of Hollywood Road extended. Any interest earned on the escrow fund shall be paid to MAZZA by the escrow agent annually.

4. All other provisions of the aforementioned Agreement and Amendment to Agreement remain unmodified and in full force and effect.

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

(remainder of page intentionally blank, signature page follows)

WITNESS/ATTEST:

PPC/CHP MARYLAND LIMITED

PARTNERSHIP, a Texas limited partnership

By: PCHP Maryland GP LLC, a Texas limited liability company, its Managing General Partner

By: Phoenix G.P. XVII, Inc., a Texas corporation, its Managing Member

Sally Rush

By: Jason P. Runnels
Jason P. Runnels,
Vice President

By: CHP Maryland GP, LLC, a Georgia limited liability company, its Managing Member

Carol B. Higdon

By: J. Russ Davis
J. Russ Davis, President

WITNESS/ATTEST:

CITY OF COLLEGE PARK, MARYLAND

Janeen S. Miller
Janeen S. Miller, City Clerk

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Suellen M. Ferguson
Suellen M. Ferguson, City Attorney

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT is made this 4th day of May 2006 by and between PPC/COLLEGIATE HALL PROPERTIES MARYLAND LIMITED PARTNERSHIP (MAZZA), and the CITY OF COLLEGE PARK, MARYLAND (the "City") a municipal corporation of the State of Maryland.

WHEREAS, MAZZA has entered into a long term conditional lease of certain property located in College Park, Maryland (the "Property"); and

WHEREAS, Preliminary Plan of Subdivision No. 4-04104 ("Preliminary Plan") for the Property, has been approved by the Maryland-National Capital Park and Planning Commission ("M-NCPPC"); and

WHEREAS, MAZZA has asked the City to recommend approval of Detailed Site Plan No. 04049 ("DSP") for the Property to the Prince George's County Planning Board ("Planning Board") and the District Council for Prince George's County, Maryland; and

WHEREAS, the City and MAZZA have previously entered into an Agreement ("the Agreement") concerning the Property on November 18, 2004; and

WHEREAS, the City has agreed to make said recommendations concerning the DSP conditioned upon certain conditions, which are included in this Amendment to Agreement.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Agreement dated November 18, 2004 between the City and MAZZA be and it is hereby amended by amending paragraph 1 of the Agreement and by adding paragraphs 21 through 25, as follows:

1. The Recitals set forth above, as well as the foregoing "NOW, THEREFORE," clause, are incorporated herein as operative provisions of this Amendment.

2. Paragraph 1 of the Agreement is hereby repealed in its entirety and shall be replaced with the following language:

1. The final plat for the subject property shall show a 50- to 60-foot dedicated public right-of-way (new Autoville Drive) on the eastern edge from north to south through proposed Parcel 3 on the Preliminary Plan, re-designated as Parcel 4 on the DSP. The final alignment (including width and length) for new Autoville Drive shall be determined at the time of review of the Detailed Site Plan and shall be agreed to by the City of College Park. The alignment of Autoville Drive should provide for direct access from all of the proposed parcels to the new public street and ultimately to the intersection of Hollywood Road and US 1. The city shall not consent to vacate the existing Autoville Drive right-of-way until such time as the US 1 Corridor Sector Plan road requirement (P-200) in this vicinity for the Property encompassed by the DSP is satisfactorily addressed. The relocation and construction by MAZZA of the Autoville Drive North extension through the property as set out herein and on the Detailed Site Plan, and in compliance with Preliminary Plan 4-04104 Condition 11 requiring dedication of the right of way to the City of College Park upon demand, satisfies the requirements of Paragraph 1 of this Agreement, provided however, that MAZZA and its successors and assigns hereby agree to provide access upon demand onto the property for future connection to Hollywood Road extended and to take no action on the property to compromise or block the eventual connection of Autoville Drive and Hollywood Road extended.

3. Paragraphs 21 through 26 shall be added to the Agreement as follows:

21. In the event MAZZA, or its successors or assigns, determine to establish a condominium regime under which units may be individually sold, MAZZA, to the reasonable satisfaction of the City of College Park, will include provisions in the condominium document, not subject to amendment, ensuring unitary management of the common areas by a professional management company, not owned or operated by any unit owner, prescribing a model lease for units which may be individually leased, requiring notice to proposed tenants of City ordinances relating to tenant rights and obligations and requiring unitary maintenance and management services to monitor and enforce tenant compliance with lease obligations and the City noise, nuisance and parking ordinances.

22. Should the property be sold in the future to a non-profit entity, such as the University of Maryland, MAZZA agrees to help the City negotiate a payment-in-lieu-of-taxes.

23. Mazza will provide, at a minimum, a one-bedroom unit on the Property, free of rental payments, to a sworn law enforcement officer with jurisdiction in the City of College Park and in particular on the Property and adjacent areas, in exchange for services as a courtesy officer on site, provided that such qualifying law enforcement agencies permit such an arrangement.

24. MAZZA shall work through the University of Maryland to market the property to graduate students and provide a summary of said marketing efforts to the City.

25. MAZZA agrees to work with the City and adjacent property owners to develop and finance Hollywood Road extended on the west side of Route 1 to connect to newly relocated and constructed Autoville Drive on the Property. As evidence of its good faith, and not with the intent or effect of limiting the total amount of monies that it will

eventually pay toward the construction of Hollywood Road extended, MAZZA agrees to place the sum of \$500,000.00 with an escrow agent acceptable to the City for a period of at least ten years. The sum held in escrow shall be payable for any aspect of the construction of Hollywood Road extended, including but not limited to any property acquisition, design, planning or construction costs, as directed by the City, which shall have direction and control of how payments are made. The ten year term for escrow of the funds set out herein may be extended by agreement of the parties in the event that substantial progress has been made toward the design and/or construction of Hollywood Road extended. Any interest earned on the escrow fund shall be paid to MAZZA by the escrow agent annually.

26. MAZZA agrees to enter into a Declaration of Covenants with the City incorporating the provisions of paragraphs 5, 21 and 23 of the Agreement as amended, on or before the last date upon which parties of record may file an appeal to the District Council of any resolution rendered by the Planning Board concerning the DSP for this Property. The Declaration of Covenants shall be applicable to the leasehold interest held by MAZZA, its successors and assigns, on the Property, and against MAZZA's ownership interest if it should acquire the Property. MAZZA shall request that the current property owner join in and be a party to this Declaration of Covenants. In the event that MAZZA fails to enter into a Declaration of Covenants acceptable to the City as set out herein, the City retains the right to present this information to the District Council during future proceedings concerning this Property.

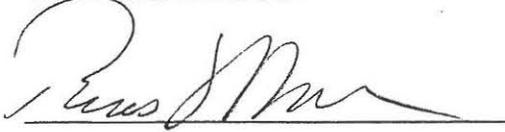
27. Paragraph 10 of the Agreement is hereby repealed in its entirety and shall be replaced with the following language:

10. Prior to the issuance of a building permit, the applicant shall provide a second westbound right turn lane along Greenbelt Road at its intersection with Route 1. If financial assurances for this improvement have already been provided by another developer, the applicant shall pay to the City of College Park an amount equivalent to the cost of the improvement to be used for the acquisition of right of way, design or construction of Hollywood Road. Any such funds used for the Hollywood Road extension shall be credited against and reduce Mazza's financial commitment set forth in Paragraph 25 below. Any monies paid toward the improvements on Greenbelt Road at its intersection with Route 1 do not reduce, and are not a credit against, Mazza's commitment set forth in Paragraph 25 below.

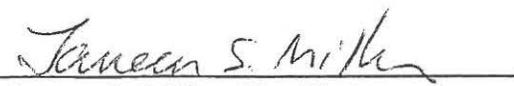
28. All other provisions of the aforementioned Agreement remain unmodified and in full force and effect.

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

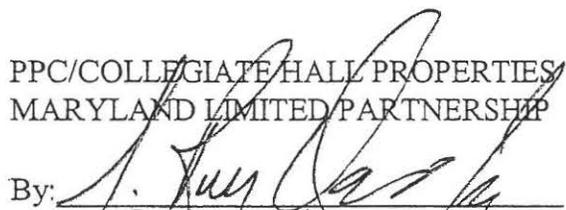
WITNESS/ATTEST:



WITNESS/ATTEST:

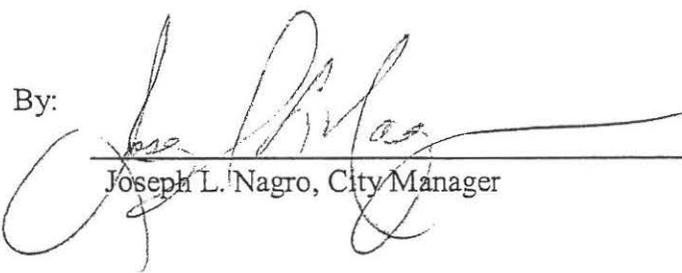

Janeen S. Miller, City Clerk

PPC/COLLEGIATE HALL PROPERTIES
MARYLAND LIMITED PARTNERSHIP

By: 

Title: *President*
Collegiate Hall Properties
as Manager

CITY OF COLLEGE PARK, MARYLAND

By: 

Joseph L. Nagro, City Manager

APPROVED AS TO LEGAL SUFFICIENCY:

By: Robert H. Levan (Signature)
Robert H. Levan, City Attorney

AGREEMENT

THIS AGREEMENT is made this 18th day of November, 2004 by and between PPC/CHP MARYLAND LIMITED PARTNERSHIP (MAZZA), and the CITY OF COLLEGE PARK, MARYLAND (the "City") a municipal corporation of the State of Maryland.

WHEREAS, MAZZA has entered into a long term conditional lease of certain property located in College Park, Maryland which is more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, Preliminary Plan of Subdivision No. 4-04104 ("Preliminary Plan"), is under consideration by the Maryland-National Capital Park and Planning Commission ("M-NCPPC"); and

WHEREAS, MAZZA has asked the City to recommend approval of Preliminary Plan No. 4-04104 to the Prince George's County Planning Board ("Planning Board") and the District Council for Prince George's County, Maryland; and

WHEREAS, the City has agreed to make said recommendations conditioned upon certain conditions, which are included in this Agreement.

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

1. The final plat for the subject property shall show a 50- to 60-foot dedicated public right-of-way (new Autoville Drive) on the eastern edge from north to south through proposed Parcel 3. The final alignment (including width and length) for new Autoville Drive shall be determined at the time of review of the Detailed Site Plan and shall be agreed to by the City of College Park. The alignment of Autoville Drive

should provide for direct access from all of the proposed parcels to the new public street and ultimately to the intersection of Hollywood Road and US 1. The city shall not consent to vacate the existing Autoville Drive right-of-way until such time as the US 1 Corridor Sector Plan road requirement (P-200) in this vicinity is satisfactorily addressed.

2. Access to Parcels 1 and 2 from Route 1 is denied. Applicant shall establish an access easement between Parcel 1 and Parcel 2.
3. Access to Route 1 from Parcel 3 shall be limited to right-in/right-out movements only. The applicant shall have the design and location of any proposed access to US 1 approved by the State Highway Administration prior to approval of the Detailed Site Plan for the subject property.
4. Commercial development on Parcels 1 and 2 shall not be permitted until a traffic signal has been paid for by the applicant and installed at Route 1 and Hollywood Road. Prior to the issuance of any building permit, the applicant shall have full financial assurances, have been permitted for construction, and have an agreed-upon timetable for construction with the State Highway Administration for the traffic signal.
5. The applicant shall provide a private shuttle to and from the University of Maryland that operates between the hours of 7:00 a.m. and 10:30 p.m., Monday through Friday. Specifications and assurances for this service shall be provided to the city prior to issuance of any building permit, and information regarding the shuttle service shall be included in marketing material for the project. In lieu of a private shuttle, prior to obtaining a building permit, the applicant shall execute a written agreement with the

University of Maryland for an on-site UM Shuttle stop with 30-minute headways. In addition, the applicant shall agree to participate in a study along with the city and others regarding transit and shuttle service options for the Route 1 corridor and shall pay a pro-rata share of the cost of the study not to exceed \$10,000. In addition, the applicant shall survey its residents concerning commuting patterns and habits and share this information with the City of College Park.

6. In consultation with the city, the applicant will make a good faith effort to execute a memorandum of understanding with the University of Maryland that prohibits University of Maryland students residing in the project from obtaining on-campus parking permits.
7. The applicant shall provide a public access easement for the portion of the proposed on-site trail that will remain on private property after dedication or donation of land to the Maryland-National Capital Park and Planning Commission.
8. At the time of Detailed Site Plan, the applicant shall include the following:
 - a. Consideration of the orientation of buildings and parking to the proposed new right-of-way.
 - b. A pedestrian and bicycle connection from Route 1 to the proposed on-site trail preferably at the location of an extended Hollywood Road on the west side of Route 1.
 - c. Provision of recreational facilities for small children.
 - d. Provision of parking for 100 bicycles in the parking garage.
9. Prior to the issuance of a building permit, the applicant shall finalize and obtain approval for a plan for on-site stream restoration.

10. Prior to the issuance of a building permit, the applicant shall provide a second westbound right turn lane along Greenbelt Road at its intersection with Route 1. If financial assurances for this improvement have already been provided by another developer, the applicant shall pay to the City of College Park an amount equivalent to the cost of the improvement to be used for Route 1 improvements in the vicinity of the site.
11. It is recognized that a detailed site plan has not yet been issued for this project, and that various additional conditions may become necessary or be mandated by the various agencies with jurisdiction. This agreement may be amended by the parties with reference to such additional conditions. In the event that any provision of this agreement is in direct conflict with any provision mandated by any government agency with jurisdiction, to the extent that the provision in this agreement is by necessity precluded, then that provision shall be null and void, provided, however, that the remainder of this agreement shall remain in full force and effect.
12. The City shall have the right to enforce, by any proceeding at law or in equity, including injunction, all restrictions, terms, conditions, covenants and agreements imposed upon the Property and/or MAZZA pursuant to the provisions of this Agreement. In the event the City is required to enforce this Agreement and MAZZA is determined to have violated any provision of this Agreement, MAZZA will reimburse the City for all reasonable costs of the proceeding including reasonable attorneys' fees. Should MAZZA prevail in any action brought by the City to enforce a

provision of this Agreement, the City shall reimburse MAZZA for all reasonable costs of the proceeding including reasonable attorneys' fees.

13. It is recognized that this Agreement is made prior to the approval of the preliminary plan of subdivision and the detailed site plan for the project. This Agreement shall be amended to include any conditions adopted by the Prince George's County Planning Board in the approval of either plan, as designated by the City.

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

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

16. All notices given hereunder shall be in writing and shall be deemed to have been given when hand delivered upon delivery, in the event of mailing, three (3) days after deposit with the United States Postal Service, as registered or certified mail, return receipt requested, postage prepaid, in the event of delivery by overnight service, one day after depositing with such service, and if by facsimile, on the date indicated on a confirmation sheet indicating successful transmission, addressed:

- (i) If to MAZZA:
Russ Davis
Collegiate Hall Properties
1 Augusta St. Suite 302
Greenville, So. Carolina
29601
- (ii) If to the City: Thomas H. Italler Esq.
4640 Forbes Blvd
Lanham, Md 20706

City Manager
City of College Park
4500 Knox Road
College Park, Maryland 20740
with copy to:

Robert H. Levan, Esquire
Levan, Colaresi, Ferguson & Levan, P.A.
6325 Woodside Court
Suite 230
Columbia, Maryland 21046

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

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

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

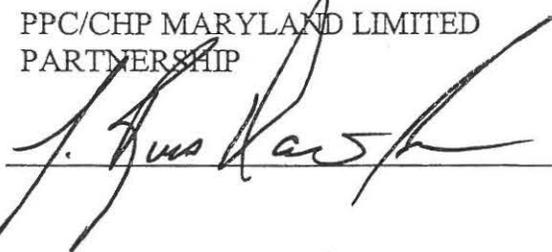
20. These obligations are subject to and contingent upon final approval of the aforesaid Preliminary Plan and DSP. In the event that MAZZA conveys any rights to the Property, MAZZA agrees that the Property shall be conveyed subject to the provisions of this Agreement and that the Agreement contained herein shall be effective immediately as to MAZZA and shall be binding on its heirs, successors and assigns.

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

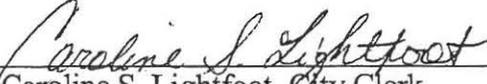
WITNESS/ATTEST:



PPC/CHP MARYLAND LIMITED
PARTNERSHIP



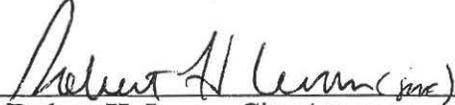
WITNESS/ATTEST:


Caroline S. Lightfoot, City Clerk

CITY OF COLLEGE PARK, MARYLAND

By: 
Joseph L. Nagro, Interim City Manager

APPROVED AS TO LEGAL SUFFICIENCY:

By: 
Robert H. Levan, City Attorney



16-G-124

Request from College
Park Tennis Club

**CITY OF COLLEGE PARK, MARYLAND
REGULAR COUNCIL MEETING AGENDA ITEM**



Agenda Item 16-G-124

Prepared By: Gary Fields
Finance Director

Meeting Date: October 11, 2016

Presented By: Gary Fields

Proposed Consent Agenda: No

Originating Department: Mayor and Council

Issue Before Council: Contribution of \$10,000 to the Junior Tennis Champions Center (JTCC) in consideration for the services listed in the attached Partnership Proposal

Strategic Plan Goal: Goal 5 – Effective Leadership

Background/Justification:

At the October 4, 2016 Worksession, Ray Benton, CEO of the JTCC made a presentation to the City Council regarding the services the Center provides to the residents of College Park and its commitment to promoting junior tennis in the area and increasing participation. The JTCC has received national recognition as one of the premier tennis facilities in the country.

Details of their proposal are included in the attachment but highlights of the benefits to residents of College Park include: six free group lessons; 25% discounts on dues and other lessons; free instruction to elementary school students and PE teachers; and free six month memberships to participants in the CPCUP Home Ownership Program. In return the JTCC is requesting a \$10,000 contribution from the City.

Fiscal Impact:

The fiscal impact of this request is an expenditure of \$10,000 from the City's General Fund. This expenditure was not provided for in the FY 2017 Operating Budget. If approved, it would be included in the Budget Amendment coming to the City Council at its October 25, 2016 meeting.

The JTCC has requested that this contribution be paid in two equal installments on or before January 1, 2016 and June 1, 2017.

Council Options:

1. Authorize/approve the contribution of \$10,000 to the JTCC
2. Authorize/approve a contribution of some other amount
3. Take no action

Staff Recommendation:

Staff will take direction from the City Council

Recommended Motion:

If Option 1 desired, the motion would be:

I move to approve the contribution of \$10,000 to the JTCC in consideration of the benefits listed in the attached Partnership Proposal.

Attachments:

1. Partnership Proposal from the Junior Tennis Champions Center



Partnership Proposal
Junior Tennis Champions Center
&
City of College Park

The Junior Tennis Champions Center (JTCC), a nonprofit organization located in College Park, seeks to establish a partnership to increase community tennis participation in College Park. Tennis is a wonderful vehicle to bring the community together and encourage healthy interaction. JTCC is a 501(c)(3) nonprofit organization, committed to transforming people's lives through tennis by offering a comprehensive pathway for all players.

JTCC was selected by the United States Tennis Association (USTA) as the first Regional Training Center for its high performance program, and JTCC's facility was selected as 2013 USTA Facility of the Year. JTCC is proud to be considered one of the premier tennis facilities in the county, offering a 32-court tennis facility featuring indoor, outdoor, hard, red and green clay courts.

As a partner of JTCC, the City of College Park will receive benefits outlined below:

JTCC will provide to College Park Residents:

Community Tennis Involvement

- Six free group lessons for adults and juniors.
- 25% off membership dues.
- 25% off of paid lessons following the six free group lessons.
- Free instruction to students in elementary schools in College Park.

- Free instruction to PE teachers in College Park
- Will continue to support The College Park City-University Partnership (“CPCUP”) Home Ownership Program by offering a free six month membership to participants.
- Each year JTCC hosts a **free** Tennis Festival that is open to children ages 5 to 12 of all skill levels. The event is held annually in May. No tennis experience necessary and the festival is held rain or shine. All participants receive one free day of summer camp, and twenty five of the most promising players will receive two free weeks of summer camp at JTCC. College Park residents should sign up at <http://www.jtcc.org/events/festival/> or email festival@jtcc.org for more information.
- JTCC will host family tennis festivals six times a year for only College Park residents. Each festival will take place on a weekend for two hours.

Signage

- Signage at JTCC year round
- Extra signage during the annual Tennis Festival event
- Name/logo identification in club marketing material
- Yearly Corporate Club Membership for City Council and City Management

The City of College Park will provide:

In consideration of the benefits listed above, the City of College Park will make a contribution of \$10,000 to JTCC. The contribution is due in two equal installments on or before January 1, 2017 and June 1, 2017.

Term

The proposed term of this agreement is one year commencing on January 1, 2017 and ending on December 31, 2017 with the intention to extend if both parties are satisfied with the relationship.

16-G-125

LIDL
Detailed Site Plan
Declaration of
Covenants



CITY OF COLLEGE PARK, MARYLAND
REGULAR COUNCIL AGENDA ITEM

AGENDA ITEM NUMBER 16-G-125

Prepared By: Miriam Bader
Senior Planner

Meeting Date: October 11, 2016

Presented By: Terry Schum, Planning Director Proposed Consent Agenda: No

Originating Department: Planning, Community and Economic Development

Action Requested: Approval of Staff Recommendation for Lidl DSP-07079-01

Strategic Plan Go Goal 3: High Quality Development and Reinvestment

Background/Justification/Recommendation:

At the Worksession on September 20, City Council discussed the Detailed Site Plan to construct a +/-36,185 square foot grocery store (Lidl) on a 3.30 acre site at 8601 Baltimore Avenue. Staff was directed to work with the Applicant on acceptable conditions for approval. The M-NCPPC Technical Staff Report has been released and recommends approval with conditions. The Planning Board is scheduled to hear the case on Thursday, October 20th.

Fiscal Impact:

Existing taxes received from the Clarion Inn:

1. Hotel/Motel Tax: \$61,531.84 (FY 2016)
2. Personal Property Tax: \$2,832.86 (FY 2016)
3. Real Estate Tax: Improvements valued at 2.985 million

Proposed taxes generated from the Lidl Grocery Store:

1. Hotel/Motel Tax: \$0.00
2. Personal Property Tax: Based on Mom's Organic Market, estimating approximately \$5,000 (may be greater than what the Clarion brings in because the furniture and fixtures for the Clarion have depreciated. The Lidl furniture, fixtures, and inventory would be new).
3. Real Estate Tax: Might be the same or go down, the Lidl building is about half the size of the Clarion Inn but the property assessment may go up since this is new construction.

The Fiscal Impact is unclear. It appears there may be no significant net gain or loss.

Council Options:

1. Recommend Approval with Conditions as Specified in the Revised Staff Recommendation, Attachment 1
2. Provide Alternative Recommendations
3. Recommend Disapproval of the DSP

Staff Recommendation:

#1

Recommended Motion:

I move to approve staff recommendation to support Detailed Site Plan 07079-01 with conditions and subject to the execution of a Declaration of Covenants and Agreement in substantially the form attached.

Attachments:

1. Revised Staff Recommendation
2. Declaration of Covenants and Agreement (to be provided)
3. M-NCPPC Technical Staff Report
4. Staff report dated September 20, 2016

REVISED RECOMMENDATION

Staff recommends approval of Detailed Site Plan 07079-01 (Lidl) subject to the following:

1. Support approval of alternative development district standards for: Building Height Reduction, Building Setback Increase, Frontage Build-Out Decrease, Parking Space Reduction, Bicycle Parking Space Reduction, Parking Lot Landscape Island Reduction, Glass Façade Increase, Store Front Window Sill Removal, Public Access Door Reduction, Brick Detailing Waiver, Two Cabinet Wall Signs Allowances, Access Off of Baltimore Avenue and Drive Aisle Width Increase.
2. Disapprove alternative development district standards for: Installation of a Freestanding Monument Sign, Parking Lot Screen Reduction, and Loading Area Screen Waiver.
3. Prior to certificate approval, revise the Site Plan to:
 - A. Decrease the width of the channelized driveways along Baltimore Avenue to no more than 12-feet in width and provide ADA compliant striped crosswalks subject to SHA approval.
 - B. Show the parking lot drive aisle closest to Baltimore Avenue to be one-way in and extend the parking lot island accordingly and relocate the four parking spaces adjacent to Baltimore Avenue eastward. Extend the brick wall and landscaping to screen these spaces.
 - C. Show the relocation of the bus stop.
 - D. Provide a detail of the pedestrian light fixtures to be used on Berwyn Road and 48th Avenue. The Berwyn Road and 48th Avenue fixtures should reflect a more residential character similar to the pedestrian light fixtures in the Berwyn Commercial District and not the Alumilite fixture shown on Sheet DSP-7 that will be used on Baltimore Avenue.
 - E. Replace the rail along the east side of the loading dock with opaque powder coated aluminum panels.
 - F. Reinstall the ATHA wayfinding sign on Berwyn Road.
 - G. Relocate the bikeshare station from the shopping cart corral area to the Berwyn Road plaza in order to accommodate a 10-space, 5-bike station.
 - H. Show 10-foot wide right-of-way dedication on 48th Avenue. Show a 10-foot wide right-of-way dedication on Berwyn Road unless a Public Utility Easement is required and cannot otherwise be provided. If the Berwyn Road right-of-way cannot be dedicated, the Applicant shall provide a Public Access Easement to the City of College Park.
 - I. Provide improved ADA compliant pedestrian ramps at the northeast and southeast quadrants of the Berwyn Road and Baltimore Avenue intersection and provide an automatic pedestrian countdown signal for the east leg of Berwyn Road.
4. Prior to certificate approval, revise the Landscape Plan to:
 - A. Provide details for all screening walls and fences including material, color and height.
 - B. Add evergreen trees, such as American Holly and Eastern Red Cedar to the landscape buffer along 48th Avenue.
5. Prior to building permit, submit a LEED Scorecard.

6. Execute an Agreement and Declaration of Covenants with the City of College Park in substantially the form attached that specifies:
 - A. Within 120 days of receiving a Building Permit, the Applicant shall provide a design detail of the proposed Berwyn Road Plaza including decorative paving, proposed landscaping, street furniture, and neighborhood interpretive signage for approval by the City. Construction of the plaza shall be completed prior to obtaining a use and occupancy permit.
 - B. The parties agree to work together to resolve any operational issues that may arise such as truck deliveries, trash pick-up, lighting, noise, shopping cart management and litter control.
 - C. Provision of a public access easement from Ruatan Street to the northeast corner of the building.
 - D. Other public use easements as necessary, i.e. for the Berwyn Road Public Plaza, and sidewalks on private property.
 - E. Pedestrian light maintenance requirements
 - F. Prior to Building Permit, provide \$12,000 for the installation and operation of a 10-space, 5-bike bikeshare station.



Note: Staff reports can be accessed at www.mncppc.org/pgco/planning/plan.htm.

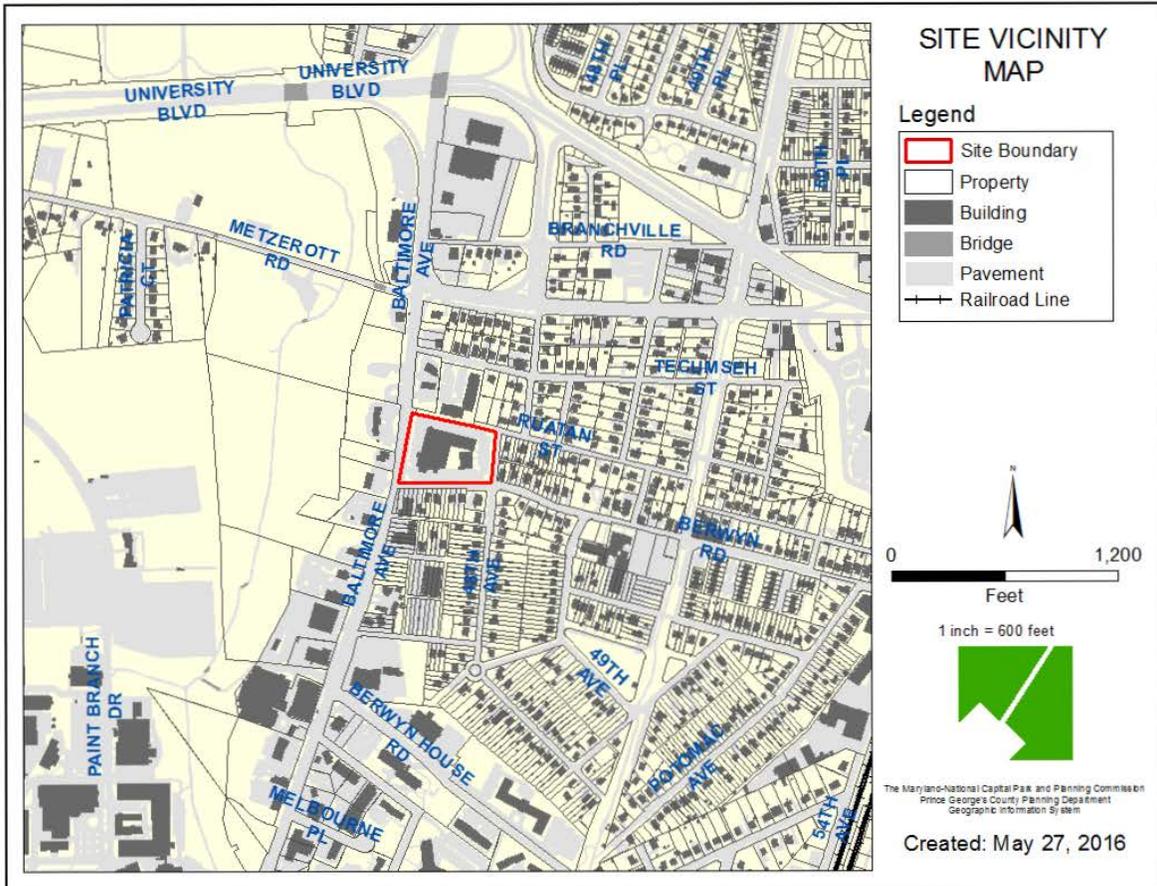
Detailed Site Plan

DSP-07079-01

| Application | General Data | |
|---|------------------------------|----------------|
| Project Name: LIDL, College Park Location: East side of Baltimore Avenue (US 1), in the northeast quadrant of its intersection with Berwyn Road. Applicant/Address: Lidl US Operations, LLC 3500 South Clark Street Arlington, VA 22202 | Planning Board Hearing Date: | 10/20/16 |
| | Staff Report Date: | 10/06/16 |
| | Date Accepted: | 07/14/16 |
| | Planning Board Action Limit: | 10/24/16 |
| | Plan Acreage: | 3.30 |
| | Zone: | M-U-I/D-D-O |
| | Dwelling Units: | N/A |
| | Gross Floor Area: | 36,185 sq. ft. |
| | Planning Area: | 66 |
| | Council District: | 03 |
| | Election District | 21 |
| | Municipality: | College Park |
| | 200-Scale Base Map: | 201NE04 |

| Purpose of Application | Notice Dates | |
|--|------------------------|----------|
| To construct a 36,185-square-foot food and beverage store. | Informational Mailing: | 01/21/16 |
| | Acceptance Mailing: | 07/11/16 |
| | Sign Posting Deadline: | 09/20/16 |

| Staff Recommendation | | Staff Reviewer: Cynthia Fenton Phone Number: 301-952-3412 E-mail: Cynthia.Fenton@ppd.mncppc.org | |
|----------------------|--------------------------|--|------------|
| APPROVAL | APPROVAL WITH CONDITIONS | DISAPPROVAL | DISCUSSION |
| | X | | |



MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

PRINCE GEORGE'S COUNTY PLANNING BOARD

STAFF REPORT

SUBJECT: Detailed Site Plan DSP-07079-01
LIDL, College Park

The Urban Design staff has reviewed the detailed site plan for the subject property and presents the following evaluation and findings leading to a recommendation of APPROVAL with conditions.

The detailed site plan was reviewed and evaluated for compliance with the following criteria:

- a. The requirements of Development District-Overlay Zone Standards of the 2010 *Approved Central US 1 Corridor Sector Plan and Sectional Map Amendment*;
- b. The requirements of the Mixed Use-Infill (M-U-I) Zone and D-D-O Zone, and Site Design Guidelines of the Zoning Ordinance;
- c. The requirements of the 2010 *Prince George's County Landscape Manual*;
- d. The requirements of the Prince George's County Woodland and Wildlife Habitat Conservation Ordinance;
- e. The requirements of the Prince George's County Tree Canopy Coverage Ordinance;
- f. Referral comments.

FINDINGS

Based upon the evaluation and analysis of the subject application, the Urban Design staff recommends the following findings:

1. **Request:** With the subject detailed site plan (DSP), the applicant proposes to construct a 36,185-square-foot food and beverage store rather. The DSP coversheet should be revised to clarify the use of a food and beverage store rather than "Commercial/Retail."
2. **Location:** The subject property is located on the east side of Baltimore Avenue (US 1) in the northeast quadrant of its intersection with Berwyn Road, at 8601 Baltimore Avenue. The site is in Planning Area 66, Council District 3. The site is zoned Mixed Use-Infill (M-U-I) and is subject to the Development District Overlay (D-D-O) Zone standards found in the 2010 *Approved Central US 1 Corridor Sector Plan and Sectional Map Amendment* (Approved Central US 1 Corridor Sector Plan and SMA).

3. **Surrounding Uses:** The subject site is bounded to the north by a gas station and associated food and beverage store in the M-U-I/D-D-O Zones and multifamily dwellings in the Multifamily-Medium Density Residential (R-18) Zone; to the south by Berwyn Road and beyond, by an auto parts use in the M-U-I/D-D-O Zones and single-family detached dwellings in the One-Family Detached Residential (R-55) Zone; to the east, by 48th Avenue and beyond, by single-family detached dwellings in the R-55 Zone; and, to the west, Baltimore Avenue (US 1) and beyond, by various commercial retail uses and a car wash in the M-U-I/D-D-O Zones.

4. **Development Data Summary:**

| | EXISTING | PROPOSED |
|----------------------------------|-----------------|-------------------------|
| Zone(s) | M-U-I/ D-D-O | M-U-I/D-D-O |
| Use(s) | Hotel | Food and Beverage store |
| Acreage | 3.30 | 3.30 |
| Parcel(s) | 1 | 1 |
| Total gross floor area (sq. ft.) | 42,780 | 36,185 |

OTHER DEVELOPMENT DATA

| | Required | Provided |
|---|-----------------|----------------------------|
| Parking Requirements (per Sector Plan) | | |
| Grocery Store 36,185 sq. ft. @4/1,000 sq. ft. | 145 | 134* |
| Handicap Spaces | 5 | 5 (Including 2 van spaces) |
| Bike Parking (per Sector Plan) @1/3 vehicle spaces | 49 | 35 |
| Loading Spaces (per Section 27-582)*** 10,000-100,000 GFA | 1 space | 2 spaces |

Notes:

* An amendment to the Development District Standards requirement is requested.

** The parking table should be revised to provide the correct dimensions for the ADA parking spaces (8 x 19). In addition, the site plan should show sidewalk ramps.

*** The Central US 1 Corridor Sector Plan and SMA does not have specific requirements for the number of loading spaces; therefore, the applicable section of the Zoning Ordinance serves as the requirement. The parallel loading spaces should be clearly labeled and dimensioned on the site plan.

5. **Prior approvals:** The subject property was not previously subject to a preliminary plan of subdivision. The 2010 *Approved Central US 1 Corridor Sector Plan and Sectional Map Amendment* retained the property in the Development District Overlay/Mixed-Used-Infill

(D-D-O/M-U-I) Zone. The site has a previously approved Detailed Site Plan, DSP-07079 approved August 13, 2008 at the Planning Director level, for the existing Clarion Inn which will be demolished after the approval of the subject DSP.

The subject property also has an approved Stormwater Management Concept Plan, 15742-2016 dated June 7, 2016 and valid until June 7, 2019.

6. **Design Features:** The applicant is proposing a one-story, 36,185-square-foot grocery store oriented toward Baltimore Avenue. Access (US 1) to the structure is via a right-in, right-out driveway from US 1, and a two-way driveway from Berwyn Road. The building is located in the northwest portion of the site, with parking along the entire frontage of Berwyn Road on its south side and along the entire frontage of 48th Avenue on its east side, creating an “L” configuration. Loading is provided on the east side of subject site between the building and parking area. Trash enclosures are provided at the end of the parking area along 48th Avenue, in proximity to the northern property line. A four-foot-high brick screen wall is shown along the frontage of Berwyn Road, and a retaining wall is shown along a portion of the northern property line. Details for both walls should be provided. In addition, the location of the proposed bus shelter should be shown on the plan.

Architecture

The building design is primarily distinguished by the sloping asymmetric roofline that frames the front glazed façade along US 1. The roofline slopes from south (at almost 30 feet in height) to the north (at approximately 17 feet in height) and is constructed of thermoplastic (TPO). The front (west) façade consists of a full glazed window treatment with brick and a cast stone sill wrapping around the building on one side. All other sides of the building are clad with a combination of brick and stucco in a complementary color scheme. On the south elevation, facing Berwyn Road, a band of clerestory windows are set apart from the curving roof structure. Brick panels are provided at the ends as well as the center of this façade that anchor the structure to the ground. A brick watertable wraps around to the east elevation. A series of stucco panels in between provide visual contrast. Because of the high visibility of this elevation along Berwyn Road, staff recommends that the first nine feet above the watertable, where stucco is provided, be replaced with brick. In addition, all vertical pilasters on this elevation should be finished with brick, to provide enhanced visual interest. On the north elevation a narrow band of windows are provided along the upper expanse over a stucco finish. A brick panel anchors the building at one end. The east elevation, which is oriented toward 48th Street and which faces a parking area, consists of a brick watertable with a contrasting cast stone sill that transitions to the stucco panels above. A metal screen wall hides the rooftop mechanical equipment. The color elevations should be revised to include all dimensions, identify all architectural elements, and label all building materials for those elements.

Amenities—The revised site plan shows a pedestrian plaza at the US 1/Berwyn Road corner which serves as a focal point and place-making feature that will include a public art element. Manufacturer specifications for the plaza brick pavers, which also wrap around the front entrance to the building, should be provided. Six landscape boxes planted with shade trees are proposed along US 1 with benches on both north and south sides. The applicant is providing a charging station for electric cars, as well as 10 bikeshare spaces and 25 regular bicycle parking spaces. Details for the bike share have been provided; however, details for the U-shaped bike racks also should be provided.

Signage—The applicant submitted a sign plan that includes freestanding and building-mounted project identification signage. The applicant is proposing two building-mounted signs with the

brand logo approximately 67.3 square feet each in area on the west and south elevations, in conformance with the D-D-O sign area standards. The applicant is requesting an amendment from the D-D-O standard that prohibits internally lit signs. Color details of the signage should be provided on the sign detail sheet that identify the sign material and clarify that the signs are internally lit. The applicant is also proposing one monument sign at the US 1 entrance to the site. A metal panel eight feet in height and approximately six and-one-half feet wide is proposed, to which a plastic sign with the brand logo is affixed, approximately 24 square feet in sign area. The monument sign includes a curved metal overhang feature that mimics the building roofline. As monument signs are prohibited in the D-D-O, the applicant is requesting an amendment to the applicable D-D-O sign standard which is discussed in Finding 7 below.

Lighting—A Photometric Plan was provided with this application. The DSP, Landscape Plan and photometric plans should be revised to show the number and placement of pedestrian lighting along US 1, with the latter also showing the pedestrian lighting footprints. Streetlight fixture heights should generally be no higher than 15 feet in accordance with the development district standards in the Approved Central US 1 Corridor Sector Plan (page 266). In addition, the photometric plan should show that no light trespass will impact the residential condominiums to the north. All lighting details should clearly indicate the height of the specific poles proposed.

Green Building Techniques—The applicant has provided a list of sustainable features and green building techniques. See Finding 7(a)(17) for further discussion.

COMPLIANCE WITH EVALUATION CRITERIA

- 7. The 2010 Approved Central US 1 Corridor Sector Plan and Sectional Map Amendment and the standards of the Development District Overlay (D-D-O) Zone:** The 2010 *Approved Central US 1 Corridor Sector Plan and Adopted Sectional Map Amendment* (Central US 1 Corridor Sector Plan and SMA) defines long-range land use and development policies, detailed zoning changes, design standards, and superimposes a Development District Overlay (D-D-O) Zone on the US 1 corridor. The purpose of the standards is to shape high-quality public spaces with buildings and other physical features to create a strong sense of place for College Park and the University of Maryland. The land use concept of the sector plan divides the entire area into four Character Areas: Natural Area, Existing Residential, Corridor Infill and Walkable Node. The subject property is primarily located in the Corridor Infill character area, with a small area in the eastern portion of the site in the Existing Residential character area.

The vision for Central US 1 is a vibrant hub of activity highlighted by walkable concentrations of pedestrian and transit-oriented mixed-use development, 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.

Section 27-548.25(b) of the Zoning Ordinance requires that the Planning Board find that the site plan meets the applicable development district standards in order to approve it. The development district standards are organized into several categories: Building Form, Architectural Elements, Sustainability and the Environment, and Streets and Open Spaces. However, in accordance with the D-D-O Zone review process as stated in Section 27-548.25(c), modification of the development district standards is permitted. In order to allow the plan to deviate from the development district standards, the Planning Board must find that the alternative development district standards will benefit the development and the development district and will not substantially impair implementation of the sector plan.

If approved with conditions, the subject application will conform to all of the recommendations and requirements, except for those from which the applicant has requested an amendment. In areas where staff is recommending that the amendment be approved, staff finds that granting of the amendment will not substantially impair implementation of the sector plan.

a. The applicant requests amendments of the following development district standards:

(1) **Building Form, Character Area 4, Corridor Infill** (page 233)
Building Configuration

- **Principal Building Height, 4 stories max. 2 min.**

Applicant's Justification:

“The front façade of the proposed building, along the frontage of US 1 (Baltimore Avenue), is approximately 29’7” in height...The roofline transitions along the frontage to the north to a height of 17 feet...[T]he applicant contends that although the proposed building meets the strict definition of a one-story building, the actual height of the building meets the purpose and intent of the development standard by providing a building that is almost 30 total feet in height. Moreover, the building’s massing is designed to reflect its surroundings. It varies between approximately 17 feet to almost 30 feet in height along US 1 (Baltimore Avenue). As it approaches the corner of Berwyn Road, the elevation reaches its highest point, which is carried around to the southern elevation facing Berwyn Road. It should also be noted that the eastern side of the property is located in the Existing Residential Character area; consequently, the dimensions proposed create a human scale to the project, while meeting the intent of the sector plan to have buildings that are more than 11 – 25 feet in height (or one story).”

Comment: The height of the proposed single-story building actually varies from approximately 15.5 to almost 30 feet (at its highest point above the entrance) along the frontage of US 1. As this configuration provides the desired street wall appropriate for a walkable urban environment, staff supports this amendment.

(2) **Building Form, Character Area 4, Corridor Infill** (page 233)
Building Configuration

- **Stories may not exceed 14 feet in height from finished floor to finished ceiling, except for a first floor commercial use, which must be a minimum of 11 ft. with a maximum of 25 ft.**

Applicant's Justification: See above.

Comment: The proposed one-story building varies from approximately 15.5 to almost 30 feet in height, which exceeds the standard above. As noted above, staff finds that the design of the building creates the desired street wall and therefore supports the amendment request.

(3) **Building Form, Character Area 4, Corridor Infill** (page 233)

- **Lot Occupation**
- **Frontage Buildout, 60% min. at BTL**

Applicant’s Justification: The applicant provided the following justification in response to this requirement:

“In an attempt to meet as many of the development district standards as possible, the applicant reconfigured the building placement and location on-site by shifting the building to the west (along US 1); thereby, adhering to the front BTL (principal) requirement. However, in order to accommodate safe internal circulation (both pedestrian and vehicular) and to accommodate the necessary access and loading (with truck circulation), the applicant is proposing the layout shown on the detailed site plan that provides for an access on to US 1 and parking to the south of the building, which will assist in keeping some traffic off of Berwyn Road.”

Comment: The applicant is providing only 32 percent building frontage buildout, where 60 percent is required. Because of the specific parking and security needs of the use, it is not practical to provide the required building frontage. Staff supports the amendment request.

(4) **Building Form, Character Area 4, Corridor Infill** (page 233)

- **Setbacks—Building**
- **g.2 Front BTL Secondary, 10 ft. min., 20 ft. max.**

Applicant’s Justification: The applicant provided the following justification in response to this requirement:

“...[T]he proposed site and streetscape amenities (including brick pavers, benches, planters, and a bus shelter) will contribute to an attractive, coordinated development. That is, the proposed Landscape Plan was prepared in accordance with the provisions of the Sector Plan and the Landscape Manual, and the materials used will be of high quality and will be attractive, which will enhance the use and enjoyment of the site. This location is anticipated to be used by alternate modes of transportation such as bikes as well as pedestrian access, so outdoor amenities and landscaping are proposed at multimodal scale. The site plan shows details of the outdoor pavers, planters, a bus shelter, and seating area, which will enhance the patron’s use and enjoyment of the site by creating a plaza-like environment at the front of the store and along the US 1 frontage. The State Highway Administration has an improvement plan for this portion of US 1 that include a bus shelter on the frontage of the property. The site proposes two seating areas. The first is along US 1, with a bench located on both the north and south sides of each of the landscape planters, for six benches total. The second wraps around the southwest corner of the site from US 1 to Berwyn Road. The plaza frontage on US 1 proposes two benches, one on either side of the landscape planter, and the frontage on Berwyn Road proposes four benches. The proposed seating areas greatly enhance the pedestrian realm by providing rest areas and shade for the pedestrians and patrons of the store. The design of the site is also dictated by the environs of the property that include existing residential units to the south and east. To effectively buffer the use, as well as to provide environmental site design for stormwater management, the applicant contends that its layout is acceptable. Along Berwyn Road, the applicant is proposing three micro-

bioretention facilities to treat stormwater. In addition, and as provided on the Landscape Plan (Sheet 9), the applicant is proposing a number of shade trees, ornamental trees, and shrubs to buffer the parking lot and use.”

Comment: The site plan shows a large surface parking lot along the secondary frontage along Berwyn Road, with a building setback of 130 feet. The applicant does not specifically address the setback; however, staff finds the design of the site as proposed will not substantially impair the sector plan.

- (5) **Building Form/ Parking/ Number of Spaces** (page 239)
- **Retail (including eating or drinking establishments)**
4/1000 sq. ft.

Applicant’s Justification: The applicant provided the following justification in response to this requirement:

“Based on the proposed use and building, as indicated on the detailed site plan (Sheet 4), the required number of parking spaces is 145 spaces. The applicant is proposing a total of 134 spaces, which is 11 spaces below what is required. Three of the required spaces will be designated for electric cars and will provide charging stations. Therefore, the applicant is requesting a modification to the development district standard to allow the proposed parking.

“Although the applicant’s proposed parking is less than that which is required, the parking lot has been designed to provide safe and efficient vehicular and pedestrian circulation within the site with parking spaces designed to be located near the use that it serves, and parking aisles have been oriented and designed to minimize the number of parking lanes crossed by pedestrians. Moreover, although the applicant was unable to utilize the shared parking factor, the applicant contends that by providing less parking than what is required positions the development to be more in line with the purpose of the Sector Plan by reducing auto dependency while reflecting the benefits of shared parking facilities. Simply put, a use that provides less parking in the Corridor Infill Character Area than that which is required should be encouraged and not discouraged, as the same encourages pedestrian activity and alternate modes of transportation. Moreover, the applicant is proposing a pedestrian plaza along US 1 that includes a bus stop with shelter and benches. Given the location of the subject property within the City of College Park and in close proximity to the University of Maryland and the Berwyn community, the applicant contends that the modification to deviate from the required number of parking is warranted.”

Comment: There is a bus stop along the US 1 frontage. Any reduction in parking encourages alternate means of access to the proposed use which is preferred by the Sector Plan. In addition, the site also provides bicycle parking and may also include a third-party bikeshare program. Staff supports this amendment request.

- (6) **Building Form/Parking** (page 239)
Number of Spaces
- **Within the corridor infill and walkable node area, a minimum of one bicycle parking space shall be provided within the public or private frontage for every three vehicular spaces. Bicycle racks shall be**

placed in highly visible locations along the street or within parking garages as appropriate.

Applicant's Justification: No justification by the applicant was provided.

Comment: The Approved Central US 1 Corridor Sector Plan requires that 49-bicycle parking spaces be provided. Twenty-five bicycle parking spaces are proposed and shown on the site plan. The applicant is also working with the City of College Park to install a bikeshare for 10 bicycles.

(7) **Building Form/Parking Access** (page 241)

- **When alleys are not present, secondary frontage or side streets may be used as the primary source of access to off-street parking.**

Applicant's Justification: The applicant provided the following justification in response to this requirement:

“When alleys are not present, “secondary frontage or side streets *may* be used as the primary source of access to off-street parking.” (Emphasis added). Alleys do not exist; consequently, the only form of access to the site is primary and secondary streets. ...[T]he applicant is...using the same number of existing access points from the primary and secondary streets to access the off-street parking. Given there are no alleys available and this design requirement provides flexibility in the use of the word “may,” the applicant contends that by utilizing the same number of access points – although in slightly different locations that result in better design, safety, circulation, and access – the requested modification does not impair the implementation of the Sector Plan...Site access to and from US 1 has been coordinated with the State Highway Administration. The design of the access to off-street parking also ensures that the requisite delivery truck has minimal impacts to the primary and secondary streets, while also ensuring safe on-site circulation and movement.”

Comment: The standard above requires, where alleys do not exist, that access be provided from secondary frontage or side streets. Where the latter are not present, access may then be provided from the primary frontage street. In this case a secondary street (Berwyn Road) provides access to the site. However, a limited right-in and right-out access is also provided from an existing access point from US 1, the primary frontage street. Because the access from US 1 currently exists on the site, staff supports the amendment request.

(8) **Building Form, Character Area 4, Corridor Infill** (page 241)

- **The vehicular access drive of a parking lot or garage shall be no wider than 22 feet.**

Applicant's Justification: The applicant provided the following summarized justification in response to this requirement:

“The drive aisles are more than 22 feet wide. All drive aisles are large enough to provide safe, efficient and convenient circulation and loading within the site...The parking has been placed along the southern and eastern boundaries and generally in close proximity

to the entrance of the store. This ensures a safe circulation pattern and open – relatively unobstructed – views from the building out onto the property frontage. The design of the access to off-street parking also ensures that the requisite delivery truck has minimal impacts to the primary and secondary streets, while also ensuring safe on-site circulation and movement.”

Comment: The site plan shows drive aisles that are 24 feet wide. The applicant cites the need for the additional width to provide safe circulation for passenger and delivery vehicles. In general, 22 feet is the standard considered appropriate for safe vehicular internal circulation. An increased width encourages navigation at higher speeds that may potentially endanger pedestrians and bicyclists in the parking area. In addition, the increased width may entice vehicles on Berwyn Road to cut through the parking lot to get to US 1, avoiding the traffic light and queue at the US 1/Berwyn Road intersection. Finally, the additional pavement resulting from the increased drive aisle width will contribute to the heat island effect on the site. It is noted that the applicant is also requesting an amendment from interior parking area landscaping requirements that would otherwise help minimize the heat island effect. Staff recommends denial of the amendment request. In addition, staff recommends that a striped crosswalk be provided at the US 1 access driveway.

(9) **Building Form/Parking Lots, Loading and Service Areas** (page 242)
Parking Lot Landscaping Requirements

- **Landscape islands may be used in lieu of landscape strips. No more than six consecutive parking stalls are permitted without a landscape island at least six feet wide and extending the entire depth of the parking stall. A minimum of one tree shall be planted in each landscape island.**

Applicant’s Justification: The applicant provided the following summarized justification in response to this requirement:

“As designed, landscape islands that otherwise comply with the design standards are provided, on average, every 10 stalls, which adheres to the Landscape Manual. Thus, a modification to the strict application of this standard is requested. The applicant contends that its detailed site plan, despite this or any modification requested herein, is designed to preserve, create, or emphasize views from the public roads and the adjoining property. Again, the proposed building has been designed to provide a modern, clean and strong street presence along both US 1 and Berwyn Road...The applicant has prepared a Landscape Plan showing the proposed landscaping associated with the development. A screen wall is proposed along the frontage of US 1 and Berwyn Road to provide screening for the parking lot, as allowed for in the Sector Plan. This design promotes pedestrian connectivity, while not sacrificing the needed visibility of the site to the traveling public and/or without jeopardizing the health, safety, and general welfare of the public due to on-site constraints that other designs would create. The site layout also adheres to acceptable CPTED practices. Given that the design otherwise complies with the Landscape Manual and the requested modification is fairly limited in scope, the applicant contends that it is warranted in this instance.”

Comment: The above requirement for landscaping the interior parking area is intended to minimize the heat-island effect of the paved impervious surface rather than enhance

screening as the applicant contends. The requirement also exists to reduce impervious surface and increase infiltration and control of stormwater runoff. Strict compliance with this standard will most likely result in fewer parking spaces than currently proposed; however, staff would support a greater amendment to the parking standard in consideration of reduced impervious surface and increased shade and infiltration. Moreover, as previously noted, fewer parking spaces will encourage alternative means of transportation that have a smaller carbon footprint, in conformance with Sector Plan policies and strategies. Staff recommends denial of the amendment request.

(10) **Architectural Elements/Façades and Shopfronts** (page 246)

- **The ground floor along the building frontage shall have untinted transparent storefront windows and doors covering between 50 percent and 70 percent of the wall area (between the finished floors).**

Applicant’s Justification: The applicant provided the following summarized justification in response to this requirement:

“As proposed, the building and the building entrance – with approximately over 90% glazed – provides clear views in and out of the store, which not only provides natural surveillance, but also creates activity at street level, as opposed to a monolithic and uninviting atmosphere.”

Comment: Because the provision of the windows is integral to the design of the building, staff supports the amendment request.

(11) **Architectural Elements/Façades and Shopfronts** (page 246)

- **The top of the storefront window sills shall be between one and three feet above the sidewalk grade.**

Applicant’s Justification: No justification was provided by the applicant.

Comment: The applicant is requesting an amendment to allow the glass and windows to extend to sidewalk grade. Staff finds this to be a minor request and therefore supports the amendment.

(12) **Architectural Elements/Façades and Shopfronts** (page 246)

- **Doors or entrances for public access shall be provide at intervals no greater than 50 feet.**

Applicant’s Justification: The applicant provided the following summarized justification in response to this requirement:

“Generally, the applicant’s proposal satisfies the requirements for façades and shop fronts, with the exception of the requirement that doors or entrances be provided at intervals no greater than 50 feet. Given the use of the property includes a single building and not multiple buildings with multiple uses, it is debatable whether the door or entry standard is even applicable. That said, the applicant contends that the building design with the main entrance to the building occupying the most prominent corner of the building, the soaring full height glass enclosed entry vestibule satisfies the purpose or intent of requiring opening no more than 50 feet apart.

The entry feature provides an appropriate termination to the fully glazed façade and facilitates the transition to the façade configuration of the side of the building.”

Comment: Because the proposed building is for a single use, staff finds the single entrance feature as proposed to be adequate, and therefore supports the amendment request.

- (13) **Architectural Elements/Awnings, Galleries, and Arcades** (page 247)
- **Minimum awning depth= 5 feet (measured perpendicular to the wall face)**
 - **Minimum under side clearance= 8 feet from the sidewalk.**
 - **Awnings may occur forward of the minimum setback and may encroach within the right-of-way with the approval of the pertinent agency but shall not extend closer to the curb line than two feet.**
 - **Awnings shall be made of durable fabric and may be either fixed or retractable. High-gloss or plasticized fabrics are**

Comment: The applicant has requested an amendment from the design standards for awnings, where they are provided. Because no awnings are proposed, the correct amendment from the requirement that awnings be provided is found below.

- (14) **Architectural Elements/Brick Detailing** (page 252)
Headers

- **All openings in masonry construction should be spanned by headers.**

Comment: This requirement is not mandatory and therefore no amendment is required.

- (15) **Architectural Elements/Signage** (pages 254)
Commercial Signs

- **Signs shall be externally lit from the front with a full-spectrum source. Internal and back lighting are permitted as an exception only for individual letters or numbers, such as for “channel letter” signage (panelized back lighting and box lighting fixtures are prohibited). Signage within a shopfront may be neon lit.**

Applicant’s Justification: The applicant provided the following summarized justification in response to this requirement:

“...[T]he signage proposed generally adheres to the development standards, with the exception that the signs are internally illuminated and the applicant is requesting a monument sign. All other standards are met. Keeping with the theme that Lidl is new to the United States and is not only creating a new brand, but also intending to create a new way Americans shop for groceries, it is critically important that its building and signage be visible and recognizable. To that end, internally illuminated signage, which is not overdone, as there are only two (2) logo signs on the east and south façades, respectively, will ensure the signage is visible while not impairing the implementation of the Sector

Plan. The applicant contends, however, that its development – with its unique and iconic building design – would negatively be impacted if the building mounted signage was required to be externally illuminated. The look of having external goose-neck style lighting at almost 30 feet in the air on the corner feature of the building would result in a design that is detrimental to the overall look of the building. While it may be true, generally speaking, that externally lit signs for ground level commercial/retails uses are appropriate, in this instance, where the building design is designed at a scale to create a presence along the US 1 corridor (by being almost 30 feet tall), the applicant believes that strict application to this design standard will result in a substandard and aesthetically unattractive design.”

Comment: Staff finds that the request will not substantially impair the Sector Plan and therefore supports the amendment request.

(16) **Architectural Elements/Signage** (page 255)
Not Permitted

- **Monument signs reflect a more suburban environment**

Applicant’s Justification: The applicant provided the following summarized justification in response to this requirement:

“The applicant is proposing an 8 foot tall monument sign on the south side of driveway entrance off of US 1. The sign design is attractive and mirrors the roof line of the building with a gently curving asymmetric top that frames the sign. The monument sign is not overdone and subtle while performing a critical function, as most consumers identify entrances and access points with signage. The Sector Plan’s prohibition on monument signs is based on the contention that “monument signs reflect a more suburban environment.” Despite this, the applicant contends that given that the property is adjacent to and across from established residential units; the property offers a unique ability to blend urban design with suburban environs. The design elements and features of this detailed site plan balance the surrounding environment (which are generally suburban – especially to the east) with the urbanization required by the Sector Plan. This is particularly true given that the property is located in both the Corridor Infill and “Existing Residential Character Areas. In so balancing the various design guidelines with the generally residential character of the area (mainly to the east), which the applicant believes it has satisfactorily accomplished, a monument sign will not impair the implementation of the Sector Plan. In addition, and as indicated previously, in creating a brand for the very first time, the applicant does not have the luxury that all other commercial retailers have, which is name/logo recognition. Consequently, it is critically important that the applicant provide signage that is visible, recognizable, and attracts patrons/customers. Thus, internally illuminated logo signage at the top of the building at the entrance will capture the motorists traveling on US 1, and more pedestrian friendly signage in the form of a monument sign will attract pedestrians, bicyclists, and the residents in the Berwyn neighborhood. Given the totality of all of the circumstances, the applicant believes that its detailed site plan will not only benefit its development and the Development District, but will not substantially impair implementation of the Sector Plan.”

Comment: The applicant argues that because a suburban residential neighborhood exists to the east, that an expressly suburban element such as a monument sign along the US 1

frontage is appropriate. The location of the proposed monument sign is in the pedestrian realm of a major corridor in a walkable urban environment, where continued reliance on automobiles is discouraged in favor of other modes of transportation. The monument sign serves a single tenant, and is proposed to be eight feet in height with a sign area of 24 square feet. Clearly, the monument sign is meant to provide an additional visual cue to motorists and is not a pedestrian amenity. Staff finds the distinctive building architecture, in a highly-visible location along a main corridor, in conjunction with building-mounted signage, provides sufficient visual reference for the use, and therefore, the amendment request for the monument is not supported.

(17) **Sustainability and the Environment/Leadership in Energy and Environmental Design (LEED) Certification** (page 256)

Comment: Because the proposed development is not within a walkable node, the requirement for minimum silver certification does not apply, and therefore an amendment is not required. The applicant has, however, provided a list of LEED sustainable features and green building techniques to be employed in this project as follows:

- Infill development that takes advantage of existing infrastructure and the site location to basic community services including public transportation;
- Implementation of erosion and sediment control plans;
- Implementation of environmental site design techniques in the form of micro-bioretenion facilities for stormwater management;
- Reduced number of parking spaces provided;
- Possible use of high efficiency fixtures to reduce water usage;
- Heating Ventilating and Air Conditioning (HVAC) system will have a Seasonal Energy Efficiency Ratio (SEER) 13+;
- Exterior building materials will be glass, brick and stucco panels as opposed to vinyl siding;
- Collection of recyclables;
- Low VOC (Volatile Organic Compounds) materials (i.e., adhesives, sealants and carpet);
- Upgraded thermal insulation;
- Low E glazing and upgraded performance windows;
- Light Emitting Diode (LED) EcoForm Lighting; and
- Landscaping to add shade, ornamental, and evergreen trees, and
- Parking for electric cars and charging stations.

(18) **Sustainability and the Environment/Passive Solar and Ventilation Design**
(page 256)

- **Provide shade for south-facing façades by designing properly-sized overhangs on south facing glazing. Mature trees can also fulfill the need for shade on south facing façades.**

Applicant’s Justification: The applicant did not provide a justification.

Comment: The building elevations show that a slight overhang is provided over a narrow band of windows along the top of the south facing façade. Because the intent of the standard is to shade larger, storefront windows, particularly at street level, staff supports the requested amendment.

(19) **Sustainability and the Environment/Water Efficiency and Recharge**
(page 257)

- **All at-grade walks (excluding public sidewalks) and pathways shall be constructed with pervious materials.**

Applicant’s Justification: The applicant provided the following justification:

“[The] use of permeable materials at private at-grade walks is infeasible due to outfall concerns.”

Comment: Staff concurs that due to inadequate soils, permeable pavers are not feasible on this site. Staff further finds that approval of the amendment request will not substantially impair the Approved Central US 1 Corridor Sector Plan and therefore supports the applicant’s request.

b. Additional amendments required, but not requested by the applicant:

(20) **Building Form, Character Area 4, Corridor Infill** (page 233)

- **Uncovered parking spaces may be provided within the third layer or setback at least 20 feet from the BTL.**

Comment: The applicant proposes uncovered parking spaces within the front build-to zone. The grocery store use, in conjunction with specific site design challenges and security concerns makes compliance with this requirement impractical. Therefore, staff is in support of the amendment request.

(21) **Building Form/Private Frontages** (page 236)
Shopfront

- **A frontage wherein the façade is aligned close to the frontage line with the building entrance at sidewalk grade. This type is conventional for retail use. It has a substantial glazing on the sidewalk level and an awning that should overlap the sidewalk to within two feet of the curb.**

Comment: Because of the unique building design proposed an awning is not practical, nor would the building façade be enhanced by such a feature if it were provided. Staff finds that approval of the amendment would not substantially impair the Sector Plan.

8. **Zoning Ordinance:** The DSP application has been reviewed for compliance with the requirements of the Mixed-Use-Infill (M-U-I) Zone, the Development District Overlay (D-D-O) Zone, and site design guidelines of the Zoning Ordinance:

a. The general purpose of the M-U-I Zone is to encourage a mix of residential and commercial uses as infill development in areas which are already substantially developed, where recommended in an applicable plan, as in the 2010 Approved Central US 1 Corridor Sector Plan and SMA.

Section 27-546.19, site plans for mixed uses provides findings for those cases where more than one use is proposed on a single lot. In this case, a single use is proposed for Lot 27. Nonetheless, the site plan is in conformance with the required findings subject to approval of the requested amendments to the applicable development district standards. In addition, the application is in conformance with the compatibility standards and practices that minimize adverse impacts to, and encourage compatibility with, adjoining properties and the surrounding neighborhood.

b. Section 27-548.25(b) of the Zoning Ordinance requires that the Planning Board will find that the site plan meets applicable development district standards in order to approve a detailed site plan. As discussed in Finding 7, this DSP complies with applicable D-D-O Zone standards with the exception of the 18 standards for which amendments are requested. Staff recommends approval of 15 of the requested alternative development standards because they will benefit the development and the district, and will not substantially impair the implementation of the Approved Central US 1 Corridor Sector Plan and SMA.

c. The applicant has proposed a site plan in accordance with Section 27-283, site design guidelines, of the Zoning Ordinance that further cross-references the same guidelines as stated in Section 27-274, specifically in regard to parking, loading, internal circulation, service areas, and lighting. Landscaping, where not provided for in the Sector Plan, has been provided in accordance with the 2010 *Prince George's County Landscape Manual* (Landscape Manual) requirements.

9. **Prince George's County Landscape Manual:** Per page 226 of the Central US 1 Corridor Sector Plan and SMA, if a development standard is not covered in the plan area D-D-O Zone, the applicable sections of the 2010 *Prince George's County Landscape Manual* (Landscape Manual) shall serve as the requirement. The provisions of the Landscape Manual regarding Requirements for Landscape Strips Along Streets (Section 4.2), Parking Lot Requirements (Section 4.3), and Buffering Incompatible Uses (Section 4.7) are superseded by requirements of the D-D-O Zone standards in the Sector Plan. The landscape plan schedules for Sections 4.2, 4.3, and 4.7 are provided for informational purposes only. The DSP is subject to the requirements for Section 4.4, Screening Requirements and Section 4.9, Sustainable Landscaping Requirements of the Landscape Manual.

a. Section 4.4 requires that loading and maintenance areas be screened from residential properties and street, that trash facilities be completely concealed, and that all mechanical equipment be screened from adjacent properties, streets and parking facilities.

The applicant is providing a trash enclosure for the proposed dumpsters and is screening rooftop mechanical equipment in conformance with these requirements.

- b. The site is subject to Section 4.9 which requires that a percentage of the proposed plant materials be native plants. A schedule demonstrating conformance with the requirement has been provided. It is noted that the 4.9 schedule indicates eight ornamental trees are credited as minor shade trees. The schedule should be revised to provide the eight ornamental trees in the correct category.

10. **Prince George’s County Woodland and Wildlife Habitat Conservation Ordinance:** The site is exempt from the provisions of the Prince George’s County Woodland and Wildlife Habitat Conservation Ordinance (WCO), because the property has less than 10,000 square feet of woodlands on-site and no previously approved Tree Conservation Plan. This site has an approved Standard Woodland Conservation Exemption (S-073-16) that expires on April 14, 2018.

11. **The Prince George’s County Tree Canopy Coverage Ordinance:** The DSP is subject to the requirements of the Tree Canopy Coverage Ordinance. Section 25-128 of the Prince George’s County Code requires a minimum percentage of tree canopy coverage (TCC) on properties requiring a grading permit. Properties zoned M-U-I are required to provide a minimum of ten percent of the gross tract area in tree canopy coverage.

| | REQUIRED | PROPOSED |
|-------------|-----------------|-----------------|
| Tree Canopy | 14,375 sq. ft. | 15,905 sq. ft. |

The overall development has a gross tract area of 3.34 acres and, as such, a TCC of 0.33 acre, or 14,375 square feet, is required. The submitted landscape plan provides a worksheet indicating that this requirement will be addressed through the proposed planting of 60 deciduous major shade trees, 8 minor shade trees, and 15 small evergreen trees on-site, for a total of 83 trees and 15,905 square feet of provided TCC. The eight minor shade trees should be credited as ornamental trees, which results in a reduction of 50 TCC credits, but the total area covered in tree canopy will still meet TCC requirements. The worksheet should also be signed and dated by a licensed landscape architect.

12. **Referral Comments:** The subject application was referred to the concerned agencies and divisions. The referral comments are summarized as follows:

- a. **Community Planning Division**—In a memorandum dated October 3, 2016, the Community Planning Division offered the following summarized comments:
 - (1) This application is located within a designated Employment Area growth policy area. Plan 2035 describes Employment Areas as areas commanding the highest concentrations of economic activity in four targeted industry clusters and recommends continuing to support business growth in these areas, concentrating new business development near transit, where possible, improving transportation access and connectivity, and creating opportunities for synergies. The Plan 2035 Strategic Investment Program places this property in a designated priority investment area—the Innovation Corridor. Plan Prince George’s 2035 describes the Innovation Corridor as the area that has the highest concentrations of economic activity in our four targeted industry clusters and the greatest potential to catalyze future job growth, research, and innovation in the near- to mid-term.

This Innovation Corridor is well positioned to capitalize on the synergies that derive from businesses, research institutions, and incubators locating in close proximity to one another and on existing and planned transportation investment, such as the Purple Line.

- (2) The proposed land use is generally consistent with the Future Land Use element of the 2010 Approved Central US 1 Corridor Sector Plan. The subject property is located in the Corridor Infill Character Area. 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.

The corridor infill character area consists of mixed-use, but primarily residential, development with easy accessibility to goods and services, and is intended to facilitate the redevelopment of existing strip-commercial development along US 1 while serving as a transition from the more intensive walkable nodes to existing residential areas adjacent to the corridor. The proposed use is permitted in the D-D-O/M-U-I Zone and is consistent with the Sector Plan approved land use map. The land use policies and strategies of this sector plan are implemented through enforcement of a Development District Overlay Zone.

- (3) 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. The proposed development is considerably lower than the height limit for APA conformance. The property is not proposed for reclassification into the Military Installation Overlay (M-I-O) Zone.

Proposed Amendments to the Development District Standards

Land Use and Urban Design Policy 2 of the Central US 1 Sector Plan articulates a key expression of the community's vision for the Corridor Infill Character Area: "[D]evelop a more residential character in the corridor infill areas with park-like landscaping, easy accessibility to nearby goods and services, and redevelopment of the existing strip-commercial character of US 1." The proposed use, a permitted mid-size food and beverage store, illustrates the challenge of providing easy accessibility to nearby goods and services while redeveloping the existing strip-commercial character of US 1. To the extent the proposed building fronts on and addresses the street, it provides the requisite pedestrian-oriented and urban scale desired for this section of US 1. Other elements of the proposed site plan contain features of typical suburban strip development that is no longer desired by this community as expressed through its approved Sector Plan. The nature of the proposed use itself, which often involves the purchase and transport of large quantities of goods, encourages automobile use. How best to accommodate customers who must use a vehicle in an environment designed to be pedestrian- and bicycle-friendly, is a key issue facing this application.

Building Form and Site Layout

Many food and beverage stores within walkable urban environments contain structured or below-grade parking. However, the size of the proposed development makes structured or below-grade parking prohibitively expensive. With no such parking offered, the size of the building, the size and trapezoidal shape of the lot, and the parking requirements of this overlay zone, require a considerable portion of the site to be designated for surface parking. This inhibits the ability of the applicant to meet several building form requirements, necessitating several amendments to the Development District Standards as follows:

1. **Building Form | Character Area 4: Corridor Infill:** The applicant requests an amendment of the secondary build-to-line of 10-20 feet from Berwyn Road [page 233]. The application shows a large surface parking lot as the secondary frontage.
2. **Building Form | Character Area 4: Corridor Infill:** The applicant requests an amendment of the requirement of 60 percent minimum frontage build out at the build-to-line [page 233].
3. **Building Form | Character Area 4: Corridor Infill:** The applicant proposes uncovered parking spaces within the front build-to zone. The Corridor Infill Parking Placement Standard states “Uncovered parking spaces may be provided within the third layer or setback at least 20 feet from the BTL.”

The clear intent of the Sector Plan and the Development District Standards is that the proposed corner entrance of this building should be located at the corner of (US 1) Baltimore Avenue and Berwyn Road, with parking beneath, above, or behind the structure or at the north end of the subject property opposite the entrance. However, several factors make strict conformance with this standard challenging:

- Compared to other retail uses, the proposed food and beverage store involves the transportation of relatively large quantities of goods from the store to customer vehicles. A site layout that requires considerable distances between the store entrance and on-site, off-street parking does not work as well for the proposed use as the applicant’s proposed layout.
- The size of the store and its required parking in relation to the size and shape of the site limit building and site layout options.
- A store entrance directly onto a US 1 sidewalk is required.
- The size of the proposed use, coupled with the parking requirements as amended and the size and shape of the site, makes structured parking potentially cost-infeasible.
- It would be extremely difficult for the proposed use to meet the 50 to 70 percent shop front fenestration requirements [pages 245-246] by rotating the building so that a longer side of the proposed building fronts on US 1 in an attempt to increase the frontage percentage.

- The wording of the Corridor Infill Parking Placement standard on page 233 contains an error: the clear intent is that uncovered parking spaces may only be provided within the third layer or setback at least 20 feet from the build-to-line. However, the standard says “may;” omitting the phrase “may only” renders this standard a guideline, which this applicant cannot meet without further reducing parking.

Accordingly, the Community Planning Division supports these proposed amendments.

Height

4. **Building Form | Character Area 4: Corridor Infill:** The applicant requests an amendment of the principal building height requirement of two to four stories [page 233].
5. **Building Form | Character Area 4: Corridor Infill:** The applicant requests an amendment of the maximum first-floor height of 25 feet [page 233].

As the height of the proposed single-story building will vary from approximately 15 to 28 feet along the US 1 frontage, and as this provides the desired street wall appropriate for a walkable urban environment, the Community Planning Division supports both of these proposed amendments.

Awnings

6. **Form | Private Frontages:** Page 236 of the D-D-O Zone provides the different acceptable arrangements of the private frontage along the primary frontage street. Included in these Development District Standards is a defined Shopfront arrangement, which is marked by a building entrance at sidewalk grade, substantial glazing, on the sidewalk level, and an awning.
7. **Architectural Elements | Awnings, Galleries, and Arcades:** Page 247 of the D-D-O Zone contains Development District Standards concerning location, materials, and lighting of awnings.

The applicant is not providing an awning and is proposing an amendment to the Awning standards on Page 247. The applicant needs to request an amendment to the Private Frontage standards on Page 236. The Community Planning Division supports this amendment.

Parking

8. **Building Form | Parking:** The applicant requests an amendment to the requirement of four parking spaces per 1,000 square feet of retail development, which is an estimated 145 parking spaces [page 239]. The applicant proposes 134 spaces.
9. **Building Form | Parking:** The application acknowledges that the required one bicycle parking space for every three vehicular parking spaces [page 239] is equivalent to 46 bicycle parking spaces. Thirty-five spaces are provided. There is a bus stop in the frontage area, and given that any reduction in parking

encourages alternate means of access to the proposed use, as preferred by the sector plan, the Community Planning Division supports the applicant's proposed amendment.

The Community Planning Division supports a reduction in the number of provided bicycle spaces should the applicant and the City of College Park agree to provide a bike share station on or abutting the subject property.

Comment: A total of 25 bicycle parking spaces and ten bikeshare spaces are proposed.

Parking Access

10. **Building Form | Parking Access:** The applicant requests an amendment to the requirement that the primary source of access to off-street parking may only be the primary frontage street when neither alleys, secondary frontages, or side streets are present. [page 241]

The subject property has an existing primary access point onto US 1 (Baltimore Avenue) that is shifted north in the subject application. A major contributing factor to congestion along US 1 (Baltimore Avenue) is the high number of driveways and site access points along this major collector. In addition, US 1 is a high-traffic pedestrian corridor; elimination of direct access points will reduce vehicular/pedestrian interface and increase safety. The intersection of Berywn Road and US 1 (Baltimore Avenue) is controlled by a signal and provides a much safer opportunity for pedestrians to travel along US 1 without risking being hit by a vehicle.

Staff encourages the applicant to consider eliminating the access point on US 1 (Baltimore Avenue) establishing primary access from Berwyn Road but appreciates the attractiveness to the applicant of a pre-existing US 1 access point. The Community Planning Division takes no position on the proposed amendment.

11. **Building Form | Parking Access:** The applicant requests an amendment to the requirement that the vehicular access drive of a parking lot or garage be no wider than 22 feet.

In modern best practice, 22 feet is considered a maximum width for streets and driveways at pedestrian crossings, and smaller widths are often used and always encouraged. An increased width encourages entry and exit from the driveway at higher speeds, endangering pedestrians and bicyclists. Trucks and other vehicles routinely navigate entrances narrower than 22 feet and will be increasingly required to do so as zoning and transportation ordinances are modernized. The volume of pedestrian and bicycle activity anticipated in this area lends itself to a strict application of this standard. Staff opposes the proposed amendment request. The site plan should be modified to demonstrate that neither proposed vehicular access driveway exceeds 22 feet in width.

Parking Lot Landscape

12. **Building Form | Parking Lots, Loading, and Service Areas:** The applicant requests an amendment to the requirement that "no more than six consecutive parking stalls be permitted without a landscape island" [page 242].

This standard exists to reduce impervious surface and increase infiltration and control of stormwater runoff. The Community Planning Division opposes the amendment as proposed, and supports any further amendment to the parking space requirement necessary to comply with this Development District Standard. The site plan should be revised to show the requisite number of landscape islands. The Community Planning Division will support an amendment to this standard should the parking lot be covered with durable pervious surfaces instead of an impervious surface.

Street Screens

13. **Building Form | Parking Lots, Loading, and Service Areas and Architectural Elements | Street Screens:** The Development District Standards require the provision of street screens between 3.5 and six feet tall to mask parking lots from the primary frontage street and the secondary frontage or side street [page 242].

14. **Architectural Elements | Street Screens:** Required street screens may include garden walls, fences, or hedges, built to certain specifications [page 250].

It is unclear from the submitted site plan and statement of justification how this standard is met. At a minimum, such a wall is required along US 1 and Berwyn Road where parking areas (including landscaping) abut streetscapes. The applicant's submitted Development District Standards Analysis states that off-street surface parking "is masked with assorted planting" but the application does not show how the design or features of such planting meets the Street Screen requirements.

The purpose of this standard is to screen parking lots from frontage areas. The applicant should provide a visual and graphic description of any proposed street screen, or request an amendment from this standard along with justification for such amendment.

Comment: The revised plan shows a four-foot-high brick screen wall along US 1 and Berwyn Road. Landscaping is provided along 48th Avenue.

15. **Building Form | Parking Lots, Loading, and Service Areas:** "Loading and service areas shall not be visible from streets, except alleys." [page 242]

16. **Building Form | Parking Lots, Loading, and Service Areas:** "Loading and service areas should be hidden from public view by street screens."

The site plan should show a wall, preferably one of the permissible street screens on Page 250, that hides the loading area from street view, or a visual that demonstrates that topographical features and provided required street walls along the perimeter of the site achieve this requirement.

Comment: Due to the grade of the site, the applicant has provided landscaping to screen the loading area.

Architecture

17. **Architectural Elements | Façades and Shopfronts:** The applicant requests an amendment to the requirement that doors or entrances for public access shall be provided at intervals no greater than 50 feet [page 246].

Given the specialized nature of the proposed use, the Community Planning Division supports this amendment.

18. **Architectural Elements | Brick Detailing:** Applicant requests an amendment from the requirement that all openings in masonry construction should be spanned by headers. [page 252]

While the Community Planning Division supports the proposed amendment, staff points out that a cart corral is not an architectural element for the purpose of providing visual interest. In addition, the size and scale of the south side of the proposed building is massive and the differentiations in materials may only be appreciable at a distance, while appearing monotonous and uniform up close.

Signage

19. **Architectural Elements | Signage:** The applicant requests an amendment from the prohibition on internally-lit box signs. [page 255]

Staff agrees with the applicant that the signage should be visible and recognizable. Signs may be externally lit and still be visible and attractive. New development on the Central US 1 Corridor is required to meet urban design standards that promote a walkable urban environment. New development in the Central US 1 Corridor is designed to capture the pedestrian's attention, not a motorist. The distinctive architecture of the proposed building will capture the attention of both pedestrians and vehicle operators without the use of inappropriate signage catering to motorists.

The site plan proposes prohibited signs but does not demonstrate visually why an externally-lit sign would negatively impair the ability of the business to attract customers. The City of College Park supports the proposed amendment request. The Community Planning Division takes no position on this request.

The location and size of the proposed façade mounted signage is appropriate.

20. **Architectural Elements | Signage:** The applicant requests an amendment from the prohibitions on free-standing and monument signs. [page 255]

The applicant contends that, because a suburban residential neighborhood exists to the east, an expressly suburban element such as a monument sign on the US 1 frontage is appropriate. The Community Planning Division opposes this amendment request. The location of the proposed monument sign is in the most urban of environments: the pedestrian realm along the main corridor in the middle of a growing walkable urban city, and the proposed size of the sign, eight feet, for a single-tenant building, is designed to attract the motorist and not designed as a pedestrian amenity.

Sustainability

21. **Sustainability and the Environment | LEED Certification:** The applicant addresses, in its statement of justification, elements of the proposed development that “may satisfy various LEED checklist items” [SOJ page 15]

The Site Plan should demonstrate as many of these features as possible. The applicant is encouraged to include features beyond the first four examples provided:

- Infill development that takes advantage of existing infrastructure and the site location to basic community services including public transportation;
- Implementation of erosion and sediment control plans;
- Implementation of environmental site design techniques in the form of micro-bioretenion facilities for stormwater management;
- Reduced number of parking spaces provided.

These examples are prerequisites of approval; the applicant should incorporate additional LEED checklist items beyond this.

22. **Sustainability and the Environment | Passive Solar and Ventilation Design:** The applicant’s analysis of the Development District Standards states that a modification is requested from the requirement [page 256] that shade be provided for south-facing façades using an overhang or trees.

The provided overhang suffices. The Community Planning Division supports this amendment.

23. **Sustainability and the Environment | Landscaping:** Permanent irrigation systems shall only utilize captured rainwater and/or building graywater (with approved filtration systems). Potable water use shall not be permitted in permanent irrigation systems. [pages 256-257]

The site plan does not address this standard. The Landscaping Plan and specifications should include this requirement in its directions for watering and maintenance.

Comment: The applicant is not proposing a permanent irrigation system.

Streetscape

This application is required to address the following Development District Standards:

24. **Public Improvements:** Within the Central US 1 Corridor Development District, the developer/property owner (including the developer and the applicant’s heirs, successors, and/or assignees) is required to construct and maintain all the streetscape improvements of the proposed development. [page 203]

25. **Streets and Open Spaces | Streetscape, Amenities, and Adequate Public Facilities:**
- At the time of development, the developer/property owner (including the developer and the applicant’s heirs, successors, and/or assignees) is required to install sidewalks. [page 264]
 - Amenities, such as benches, bicycle racks, trash receptacles, water fountains, sculpture/artwork, game tables, moveable seating, public mailboxes, and bus shelters, shall be required for all development. [page 264]
 - Streetscape amenities shall be consistent in design within a development project and should be consistent within each distinct walkable node, corridor infill area, or existing residential neighborhood. [page 264]
 - All proposed streetscape amenities shall be indicated on detailed site plan submittals and shall include information of location, spacing, quantity, construction details, and method of illumination. [page 264]
26. **Streets and Open Spaces | Street Sections:** Sidewalks should be five-to-eight feet throughout the Corridor Infill area along US 1 between the Capital Beltway and College Avenue. [page 260]
27. **Streets and Open Spaces | Street Lighting:** Pedestrian-scaled fixtures shall be used on all streets. [page 266]
- Street lights shall be placed aligned with the street tree alignment line (generally between two and a half to four feet from the back of the curb). Placement of fixtures shall be coordinated with the organization of sidewalks, landscaping, street trees, building entries, driveways, and signage. [page 266]
 - The height of light fixtures shall be kept low (generally not taller than 15 feet) to promote a pedestrian scale to the public realm and to minimize light spill to adjoining properties. Light fixtures in the walkable node and corridor infill areas shall be closely spaced (generally not more than 30 feet on center) to provide appropriate levels of illumination. [page 266]
 - Consideration of security and pedestrian comfort shall be prioritized by increasing illumination low to the ground in public parking lots, at building entries, in public plazas, and at transit stops. [page 266]
 - Use Louis Poulsen Nyhavn lighting fixtures as selected by the City of College Park along any US 1 frontage. [page 266]

The application shows a proposed eight-foot sidewalk along US 1 and a proposed five-foot sidewalk along Berwyn Road. The application shows provision of a bus stop as required by DPW&T Standard 300.24. The site plan shows provision of the required streetscape along the building frontage, with concrete sidewalk and street trees elsewhere. The Site Plan and Statement of Justification should include the following:

- a. All pedestrian areas along US 1 should be constructed with the same pavers shown for the building frontage, including the crosswalks across the proposed vehicular entrance.
- b. The Photometric Plan should include the following:
 - (1) Light impact radii for pedestrian-scale lighting installed along all sidewalks at no greater distance than 30 feet on center.
 - (2) Clear demonstration that light fixtures intended to light walkways, sidewalks, and the entrance plaza are no higher than 15 feet from the ground.

The applicant should show, or request an amendment to, the Louis Poulsen Nyhavn lighting standard.

In addition, the Site Plan and Statement of Justification should show increased illumination at the bus stop, which is anticipated to serve customers of the proposed business.

Comment: The relevant amendments are discussed in detail in Finding 7. Recommended conditions not addressed in the revised site plan are included in the Recommendation section of this report.

- b. **Transportation Planning Section**—In a memorandum dated September 28, 2016, the Transportation Planning Section offered the following summarized comments:

- (1) Vehicular access to the site will be limited to a new full access driveway onto Berwyn Road and one limited access (right-in and right-out only) to US 1, just north of the US 1 and Berwyn Road intersection. The proposed limited access to US 1 is a relocation of an existing full access driveway to US 1 that serves the existing hotel use. The proposed location conforms to the most recent design plans prepared by the Maryland State Highway Administration (SHA) for this portion of US 1.
- (2) With regard to the proposed on-site circulation, staff is concerned with the potential for parked cars to back up onto the two-way drive aisle that leads to the proposed access drive way to and from US 1. Staff therefore proposes the reorientation or elimination of these spaces, the designation of these spaces as long-term employee parking spaces, or the designation of these spaces as vehicle charging stations.
- (3) US 1 is the subject of an active SHA planning and design project. The State plan is currently in final design for the section of US 1 between College Avenue and University Boulevard (MD 193). Other sections of US 1, including the subject site frontage, which is north of MD 193 and south of the Capital Beltway (I-95/495), are in various phases of redesign. Design elements include sidewalk improvements, pedestrian safety, and bike lanes.
- (4) Site access to and from Berwyn Road is approximately 350 feet east of its intersection with US 1. Berwyn Road is two-lane undivided roadway which is

owned and maintained by the City of College Park. In order to construct the recommended streetscape and pedestrian elements as required by the D-D-O along US 1, Berwyn Road, and 48th Avenue, the applicant and the City of College Park have agreed to place the required easements along these roadways. Other than the preferred easements, no additional right-of-way dedications or setbacks are required for US 1.

- (5) The required parking for the proposed 36,185-square-foot grocery store is 145 spaces. The plan proposes the provision of only 134 surface-parking spaces, or 11 spaces fewer than the number required by the development district standards. In addition to an amendment request for the required number of parking spaces, the applicant is proffering to provide four parking spaces with charging stations in addition to an adequate number of bicycle parking spaces.
- (6) The Approved Central US 1 Corridor Sector Plan contains a number of recommendations and policies for exploring shorter vehicle trips to transit, including walking and biking. The walkability, complete streets, and urban design discussions in the Sector Plan identify the need for safe and adequate street crossings, as well as pedestrian and bike accommodations at intersections throughout the study area and especially in the downtown areas. To this end, staff recommends that the applicant work closely with the City of College Park toward the implementation of a city-wide bike-sharing program and installation of a bus shelter per City of College Park standards at a bus stop along US 1 that is in proximity to the subject site. Subject to these conditions, staff is in support of the proposed amendment for the on-site parking reduction.
- (7) With the application, the applicant submitted a comprehensive traffic analysis, dated May 27, 2016. A revised study dated August 31, 2016 along with a queuing analysis were referred to SHA, DPW&T, and the City of College Park for their review and comment. (see attachments)
- (8) The proposed development will generate a total of 123 AM and 367 PM vehicle trips during the peak hours, respectively. Per the “Transportation Review Guidelines, Part 1, 2012,” forty percent of these trips are considered “pass-by” trips. Pass-by trips refer to traffic already on adjacent roads for other purposes and “passing by” that site. The amount of the pass-by trips, in conjunction with background peak-hour trips estimated to be generated by the existing 118-room hotel (63 and 71 AM and PM peak-hour trips), results in a net increase of 11 AM and 149 PM peak-hour vehicle trips. The traffic impact study includes the calculated annual growth of one-half of one percent per year for six years, and the projected 1,503 AM and 2,856 PM peak-hour trips for 22 background development applications within the study area.
- (9) As required by the D-D-O Zone Standards to demonstrate adequacy, the table below shows the reported average critical lane volume (CLV) and level of service (LOS) under existing, background, and total traffic for the AM and PM peak periods for the US 1 corridor, between Campus Way/Paint Branch Parkway and Greenbelt Road. The designated corridor includes the signalized intersections of US 1 with Greenbelt Road (MD 430), Berwyn Road, Berwyn House Road/ University View Drive, Melbourne Place/ The Varsity, and Lakeland Road.

| Study Period | Existing Traffic CLV / LOS | Background Traffic CLV / LOS | Total Traffic CLV / LOS |
|----------------|-------------------------------|---------------------------------|----------------------------|
| AM peak Period | 924 / A | 1,157 / C | 1,158 / C |
| PM peak Period | 1,043 / B | 1,468 / E | 1,500 / E |

The minimum acceptable average CLV/LOS for this corridor segment, as specified by the adopted adequacy standards of the US 1 Plan is 1,600/E.

- (10) In response to operational issues raised during the review by SHA and College Park, the applicant’s traffic consultant provided supplemental traffic information and queuing analysis for the two signalized intersections of US 1 with Berwyn Road and Greenbelt Road. The submitted information adequately demonstrates that projected traffic queues along the required approaches are, in every case, less than the available storage.
- (11) The Sector Plan recommends the establishment of a corridor-wide Transportation Demand Management (TDM) district and a self-sustaining Transportation Management Association (TMA) to manage it. At this time, the US 1 TDM district has not been established.

Transportation Staff Conclusions

Based on the preceding findings, the Transportation Planning Section supports the requested amendment to reduce the required number of parking spaces by 11 spaces, and concludes that existing transportation facilities will be adequate, as required by the 2010 Approved Central US 1 Corridor Sector Plan, to serve the proposed redevelopment of the site as shown on the submitted detailed site plan, subject the conditions included in the Recommendation section of this report.

c. **Trails**—In a referral dated September 27, 2016, the following summarized comments were offered:

- (1) US 1 is the subject of a SHA planning and construction project that will reconstruct the road with landscaping, sidewalks, bike lanes, and planted medians in the vicinity of the application. It is anticipated that SHA will completely reconstruct the existing frontage and driveway access, improve it with sidewalks, amenities, and transit access features.
- (2) The Development District Standards require that four to eight-foot-wide sidewalks be constructed in the “Corridor Infill” area (page 263). The application proposes a range of sidewalk widths along US 1 from five feet to twenty feet. The sidewalks that are proposed on US 1 appear to be adequate for the proposed use and do not conflict with the applicable Development District Standards for the Corridor Infill area. The application also proposes a range of sidewalk widths on Berwyn Road, ranging from 5 feet to 20 feet in width. The sidewalks that are proposed on Berwyn Road appear to be adequate for the proposed use, and they do not conflict with the applicable Development District Standards. The property frontage on 48th Avenue is in the “Existing Residential” area described in the area master plan. The Development District Standards require that four to eight-foot-wide sidewalks be constructed in the Existing Residential area (page 263). The application proposes a five-foot-wide sidewalk on 48th Avenue. The

sidewalk appears to be adequate for the proposed use, and it does not conflict with the applicable Development District Standards. The applicant proposes a five-foot-wide sidewalk along the north side of the building that connects to US 1 and 48th Avenue. This sidewalk does not front on a roadway. The proposed sidewalk appears to be adequate for the proposed use and does not conflict with the applicable Development District Standards.

- (3) The area master plan recommends that US 1 contain bike lanes. Bike lanes are planned for construction by SHA. Dedication for bicycle lanes on US 1 is not recommended at this time because SHA is utilizing existing rights-of-way as much as possible for their project. Berwyn Road is recommended to contain a shared use road facility for bicycles (page 140). At this time the US 1 bicycle lanes have not been constructed. It is recommended that the applicant provide funding to the City of College Park for the installation of one bicycle warning sign assembly (W11-1 sign over a “Share the Road” plaque W16-1) on Berwyn Road to warn motorists of the presence of bicyclists and to indicate that Berwyn Road is a master-planned bikeway.
- (4) The development district standards require that a minimum of one bicycle parking space be provided within the public or private frontage for every three vehicular parking spaces provided on site. Bicycle parking should be placed in highly-visible locations along the street or within a parking garage (page 239). The application proposes 134 vehicle parking spaces which translates to 44 required bicycle parking spaces. To meet this requirement, the application proposes 15 bicycle parking spaces located at the main entrance. These 15 spaces are associated with the Zagster Bike-Share program. An additional 25-bicycle parking spaces are proposed along the US 1 frontage for a total of 40-bicycle parking spaces. All of the proposed bicycle parking spaces appear to be located in appropriate and highly visible areas. The total number of proposed spaces (40) is short of the requirement of 44 spaces. It is recommended that 44 total u-shaped bicycle parking spaces be provided on site. Bicycle parking spaces should be placed in a concrete base and be in a lighted area. Individual U-shaped bicycle parking racks can provide a bicycle parking space for two bicycles each. Details of the bicycle parking spaces should be provided on the detailed site plan prior to certification.

Comment: The applicant has requested an amendment from the total required amount of bicycle parking which is discussed above in Finding 7. The total number of required bicycle parking spaces is actually 49. Conditions regarding bike rack details and “Share the Road” signage funding are included in the Recommendation section of this report.

- d. **Subdivision Review Section**—In a memorandum dated July 28, 2016, the Subdivision Review Section offered the following summarized comments:

The subject property is composed of Parcel 14, which has not been the subject of a preliminary plan of subdivision or record plat, and is a legal acreage parcel. The property is located on Tax Map 33 in Grid D-1, and is approximately 3.296 acres. The property is currently improved with 42,780 square feet of gross floor area (GFA) for a hotel use.

The purpose of the detailed site plan application is to raze the existing hotel structure and redevelop the property with the construction of a new 36,185-square-foot food and beverage store.

Based on the aerial photos provided on PGAtlas, the existing structure was built before 1991. Historical permit records demonstrate that use and occupancy permits were issued for the motel/hotel use with a restaurant as far back as 1964, (Permit 8461-U). The site is exempt from the requirement of filing a preliminary plan of subdivision pursuant to Section 24-107(c)(7)(D) of the Subdivision Regulations because a 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 a site that is not subject to a Regulating Plan approved in accordance with Subtitle 27 of the County Code, has been constructed pursuant to a building permit issued on or before December 31, 1991.

Comment: The existing conditions plan should note the date that the original hotel was constructed on the site.

However, in order for the above preliminary plan exemption to remain valid, a building permit for the proposed structure should be approved prior to the razing of the existing hotel.

No dedication appears to be shown along Baltimore Avenue, and it appears that brick pavers and other improvements are proposed within the limits of the right-of-way. This application should be referred to the Transportation Planning Section for review and comment. Right-of-way dedication of 10 feet is shown along 48th Avenue and Berwyn Road. This dedication can be accomplished by deed or final plat, and is exempt from the requirement of filing a preliminary plan of subdivision pursuant to Section 24-107(c)(5) of the Subdivision Regulations. The limits of the right-of-way should be clearly delineated on the site plan. There are no other subdivision issues at this time.

- e. **Permit Review Section**—Permit Review comments in a memorandum dated July 27, 2016 that are relevant to the DSP have either been addressed in revisions or included as conditions in the Recommendation section of this report.
- f. **Environmental Planning Section**—In comments dated September 27, 2016, the Environmental Planning Section provided the following summarized analysis of the subject application:
 - (1) The project is subject to the current regulations of Subtitle 24 and 25 that came into effect on September 1, 2010 and February 1, 2012 because the application is for the demolition of an existing hotel and the construction of a new grocery store. Although the site has a previous detailed site plan (DSP-07079) approved prior to September 1, 2010 and would normally be grandfathered to the current regulations of Subtitle 24 and 25, this case is considered new construction for an unrelated development project that was approved with the prior detailed site plan.
 - (2) The site is exempt from the provisions of the Prince George’s County Woodland and Wildlife Habitat Conservation Ordinance (WCO), because the property has less than 10,000 square feet of woodlands on-site and no previously approved Tree Conservation Plan. This site has an approved Standard Woodland Conservation Exemption (S-073-16) that expires on April 14, 2018.

- (3) There are no existing woodlands on-site. The site is relatively flat, and contains no woodlands. Most of the site drains into the Paint Branch Watershed that drains further into the Potomac River Basin. The northeastern corner of the site drains further into the Indian Creek Watershed that drains into the Patuxent River Basin. The predominant soils found to occur according to the US Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) Web Soil Survey (WSS) include Christiana-Downer-Urban land complex (5-15% slopes). According to available information, Marlboro clay does not occur on or in the vicinity of this property; however, Christiana complexes are mapped on-site. Based on information obtained from the Maryland Department of Natural Resources Natural Heritage Program there are no rare, threatened or endangered species found to occur in the vicinity of this site. There are no floodplains, streams, Waters of the US, or wetlands associated with the site. No Forest Interior Dwelling Species (FIDS) or FIDS buffer are mapped on-site. The site does not have frontage with any roadways that are regulated for noise or that are considered historic or scenic roadways.
 - (4) A Stormwater Management Concept Approval Letter and associated plan were submitted with the application for this site. The approval was issued on June 7, 2016 with this project from the Department of Permitting, Inspections and Enforcement (DPIE) Site/Road Plan Review Division. No further action regarding stormwater management is required with this Detailed Site Plan review.
 - (5) A lighting plan was submitted with this application. It appears that light pollution may extend offsite onto the rear of the existing condominium units on Parcel 14. The proposed lighting plan should be revised to eliminate any light pollution on the neighboring condominium units.
- g. **Historic Preservation Section**—In a memorandum dated July 22, 2016, the Historic Preservation Section stated that the subject application will have no impact on any historic sites, resources, districts, or known archeological sites.
- h. **The Department of Permitting, Inspections and Enforcement (DPIE)**—In a memorandum dated September 12, 2016, DPIE offered the following comments:
- (1) The property is located on the east side of Baltimore Avenue (US 1), in the northeast quadrant of its intersection with Berwyn Road. US 1 is a state-maintained roadway; therefore, coordination with the Maryland State Highway Administration (SHA) is required. Berwyn Road is maintained by the City of College Park; therefore, coordination with the City of College Park is required.
 - (2) The proposed Detailed Site Plan is consistent with approved Site Development Concept Plan No. 15742-2016, dated June 7, 2016.
 - (3) Exact acreage of impervious areas has not been provided. Stormwater volume computations have not been provided. Erosion/sediment control plans that contain the construction sequence, and any phasing necessary to limit earth

disturbances and impacts to natural resources, and an overlay plan showing the types and locations of ESD devices and erosion and sediment control practices are not included in the submittal. These items are required at the time of filing for final site permits.

Comment: The applicant has been made aware of these comments.

- i. **Maryland State Highway Administration (SHA)**—In an e-mail received on July 14, 2016, SHA indicated all work in SHA right of way will require a SHA plan review and approval.
- j. **Prince George’s County Police Department**—At the time this report was written, no comments had been received from the Police Department.
- k. **Prince George’s County Health Department**—In a memorandum dated August 16, 2016, the Environmental Engineering Program of the Health Department offered the following comments and recommendations:
 - (1) The applicant must obtain the appropriate Raze Permit from the Prince George’s County Department of Permitting, Inspections and Enforcement (DPIE) office to assure the proper abatement of any asbestos that may be present in the existing structure(s) on-site.
 - (2) The applicant must submit plans for the proposed food facility and apply to obtain a Health Department Food Service Facility permit through the Department of Permitting, Inspections and Enforcement (DPIE).
 - (3) This property is located in an area of the county considered a “food desert,” where healthy and affordable food is difficult to obtain. Within an one-half mile radius of this location, there are approximately five carry-out/convenience store food facilities, but no markets/grocery stores. Research has found that people who live near an abundance of fast-food restaurants and convenience stores compared to grocery stores and fresh produce vendors, have a significantly higher prevalence of obesity and diabetes. ***The proposed grocery store will provide high quality food options for consumers in the region.***
 - (4) During the construction/demolition of this project, no dust should be allowed to cross over property lines and impact adjacent properties. Indicate intent to conform to construction activity dust control requirements as specified in the *2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control*.

Comment: A condition is included that addresses this comment.

- (5) No construction/demolition noise should be allowed to adversely impact activities on the adjacent properties. Indicate intent to conform to construction activity noise control requirements as specified in Subtitle 19 of the Prince George’s County Code.

Comment: A condition is included that addresses this comment.

- l. **Washington Suburban Sanitary Commission (WSSC)**—In an e-mail received on July 28, 2016, WSSC provided standard comments on this application regarding existing water and sewer systems in the area, along with requirements for service and connections, requirements for easements, spacing, work within easements, meters, etc. These issues must be addressed at time of permits for the site work.

Comment: The applicant has been made aware of these comments.
 - m. **Washington Gas**—At the time this report was written, no comments had been received by Washington Gas.
 - n. **Verizon**—At the time of this report was written, Verizon had not offered comments on the subject application.
 - o. **Potomac Electric Power Company (PEPCO)**—At the time this report was written, no comments had been received from PEPCO.
 - p. **Prince George’s County Fire/EMS Department**—At the time this report was written, the Fire/EMS Department had not provided comments on the application.
 - q. **The City of College Park**—At the time this report was written, comments had not yet been received from the City of College Park.
13. As required by Section 27-285(b)(1) of the Zoning Ordinance, the detailed site plan will, if approved with the conditions recommended below, represent a reasonable alternative for satisfying the site design guidelines of Subtitle 27, Part 3, Division 9, of the Prince George’s County Code without requiring unreasonable cost and without detracting substantially from the utility of the proposed development for its intended use.
14. Per Section 27-285(b)(4) of the Zoning Ordinance, which became effective on September 1, 2010, a required finding for approval of a detailed site plan is as follows:
- (4) The Planning Board may approve a Detailed Site Plan if it finds that the regulated environmental features have been preserved and/or restored in a natural state to the fullest extent possible in accordance with the requirements of Subtitle 24-130(b)(15).**

Comment: As there are no regulated environmental features found on the subject property, no preservation or restoration is necessary.

RECOMMENDATION

Based upon the foregoing evaluation and analysis, the Urban Design Section recommends that the Planning Board adopt the findings of this report and APPROVE Detailed Site Plan DSP-107079-01, LIDL, College Park, as follows:

- A. APPROVE the following alternative development district standards:
(Note: The page numbers are referenced in the 2010 Approved Central US 1 Corridor Sector Plan)

1. **Building Form, Character Area 4, Corridor Infill**—To allow a maximum building height of approximately 30 feet. (page 233)
2. **Building Form, Character Area 4, Corridor Infill**—To allow the first building story to be a maximum of approximately 30 feet in height. (page 233)
3. **Building Form, Character Area 4, Corridor Infill**—To allow 32 percent building frontage buildout. (page 233)
4. **Building Form, Character Area 4, Corridor Infill**—To allow a secondary setback of 130 feet. (page 233)
5. **Building Form/ Parking/ Number of Spaces**—To allow 134 parking spaces or fewer if additional landscape parking islands are provided. (page 239)
6. **Building Form/Parking**—To provide at least twenty-five bicycle parking spaces and a bikeshare program for at least 10 bicycles. (page 239)
7. **Building Form/Parking Access**—To allow US 1 as a direct access to the proposed off-street parking. (page 241)
8. **Architectural Elements/Façades and Shopfronts**—To allow 90 percent of the wall area to be windows and doors. (page 246)
9. **Architectural Elements/Façades and Shopfronts**—To allow glass and windows to extend to sidewalk grade. (page 246)
10. **Architectural Elements/Façades and Shopfronts**—To allow doors or entrances for public access to be provided at intervals greater than 50 feet. (page 246)
11. **Architectural Elements/Signage**—To allow two building-mounted signs to be internally lit. (page 254)
12. **Sustainability and the Environment/Passive Solar and Ventilation Design**—To allow the south building elevation to have only a slight overhang as proposed. (page 256)
13. **Sustainability and the Environment/Water Efficiency and Recharge**—To allow the use of impervious paving materials for private, at-grade walks as proposed on the site plan. (page 257)
14. **Building Form, Character Area 4, Corridor Infill**—To allow uncovered parking spaces in the first layer within the front build-to-line. (page 233)
15. **Building Form/Private Frontages**—To allow the building elevations as proposed, without an awning over the sidewalk. (page 236)

B. DISAPPROVE the following alternative district standards:

16. **Building Form, Character Area 4, Corridor Infill**—Drive aisles that are 24 feet wide. (page 241)

17. **Building Form/Parking Lots, Loading and Service Areas**—Waive the requirement that no more than six consecutive parking stalls are permitted without a landscape island at least six feet wide, extending the entire depth of the parking stall, with a minimum of one tree planted in each landscape island. (page 242)
18. **Architectural Elements/Signage**—A monument sign. (page 255)

C. APPROVE Detailed Site Plan DSP-07079-01, LIDL, College Park, subject to the following conditions:

1. Prior to certificate approval, the detailed site plan (DSP) shall be revised, or additional information shall be provided, as follows:
 - a. The DSP Cover Sheet shall be revised to clarify the use as a Food and Beverage Store rather than “Commercial /Retail.”
 - b. The existing conditions plan shall note the date that the original hotel was constructed on the site.
 - c. The limits of the right-of-way shall be clearly delineated on the site plan.
 - d. The parking table shall be revised to provide the correct dimensions for the ADA parking spaces (8 x 19), and the site plan shall show sidewalk ramps.
 - e. The parallel loading spaces shall be clearly labeled and dimensioned on the site plan.
 - f. Provide a General Note as follows:

“During the demolition/construction phases of this project, the applicant shall conform to construction activity dust control requirements as specified in the 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control, and the construction noise control requirements as specified in the Code of Maryland Regulations (COMAR).”
 - g. On the south building elevation, the first nine feet above the watertable, where stucco is provided, shall be replaced with brick. In addition, all vertical pilasters on this elevation shall be brick.
 - h. The color elevations shall be revised to include all dimensions, label all architectural elements, and identify all building materials for those elements.
 - i. Manufacturer specifications for the plaza brick pavers, which also wrap around the front entrance to the building, shall be provided.
 - j. Details for the U-shaped bike racks shall be provided.
 - k. Color details of the signage should be provided on the sign detail sheet that identify the sign material and clarify that the signs are internally lit.

- l. The DSP, Landscape Plan and photometric plans shall be revised to show the number and placement of pedestrian lighting along US 1, with the latter also showing the pedestrian lighting footprints. Streetlight fixture heights shall generally be no higher than 15 feet.
 - m. The photometric plan shall show that no light trespass will impact the condos to the north.
 - n. All lighting details shall clearly indicate the height of the specific poles proposed.
 - o. The applicant shall consider the reorientation or elimination of the four parking spaces adjacent to the US 1 access driveway, the designation of these spaces as long-term employee parking spaces, or the designation of these spaces as vehicle charging stations.
 - p. Spot elevations for the retaining wall shall be shown on the site plan and a detail of the wall (elevation view) shall be provided.
 - q. The height of the screen wall shall be shown on the site plan and a detail, including materials and elevation view, shall be provided.
 - r. A striped crosswalk shall be provided at the US 1 access driveway.
 - s. The following revisions shall be made to the landscape plan:
 - (1) The Section 4.9 schedule shall be revised to provide the eight ornamental trees in the correct category.
 - (2) The eight minor shade trees shall be credited as ornamental trees on the Tree Canopy Coverage worksheet.
 - (3) The TCC worksheet shall be signed and dated by a licensed landscape architect.
 - t. Revise the Development District Standards Matrix to include the additional amendments required.
2. Total development within the subject property shall be limited to development which generates no more than 123 AM and 367 PM peak-hour vehicle trips.
 3. Prior to the issuance of any building permits for the subject property, the applicant shall:
 - a. Provide evidence that adequate easements as required by SHA and/or the City of College Park have been established along the subject property frontages of US 1, Berwyn Road, and 48th Avenue.
 - b. Provide evidence that they have entered into an agreement with City of College Park for the installation of a bus shelter along US 1 near the site, and a contribution toward the City of College Park bike share program for US 1.



**CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM**

Prepared By: Miriam Bader
Senior Planner

Meeting Date: September 20, 2016

Presented By: Miriam Bader

Proposed Consent Agenda: No

Originating Department: Planning, Community and Economic Development

Issue Before Council: Review of Lidl DSP-07079-01

Strategic Plan Goal: Goal 3: High Quality Development and Reinvestment

Background/Justification/Recommendation:

The Applicant, Lidl US Operations, LLC, is requesting approval of a Detailed Site Plan to construct a +/-36,185 square foot grocery store on a 3.30 acre site at 8601 Baltimore Avenue in the northeast quadrant of its intersection with Berwyn Road. Currently, the property is improved with a 64,332 square foot hotel (Clarion Inn) which is proposed to be razed. The Planning Board is scheduled to hear this case on Thursday, October 20th. The M-NCPPC Technical Staff Report may be ready on October 7th.

ZONING

The property is zoned Mixed Use Infill and is in the Development District Overlay Zone of the US1 Corridor Sector Plan. It is mostly in the Corridor Infill Character Area with a small portion of the far eastern part of the property being located in the Existing Residential Character Area. The intent of the Corridor Infill area is to encourage a wide range of urban residential options and permit mixed use that supports the residential urban fabric.

ARCHITECTURE/SITE DESIGN

The building consists of a curving asymmetric roofline with a front façade (west) that has fully glazed windows. All other sides of the building are clad with a combination of brick and stucco. The building will be one-story with a height that ranges from 15.5-feet to 29.50-feet high at its highest point located above the entrance. The entrance is located at the southwest corner of the building with a cart corral to the east of the entrance.

A recessed loading dock is located at the rear (south-eastern side) of the building. It is designed to serve two trucks at a time. Bollards and a railing are located along each side of the loading dock. There is an enclosed dumpster located at the eastern rear of the building, at the northern end of the parking lot. Screening for the dumpster is designed to blend with the architecture of the building.

A 200-foot long retaining wall is proposed along the northeastern side of the site. And a four-foot high parking lot screening wall will be erected along the southern property line, fronting Berwyn Road and framing the corner plaza.

A streetscape is proposed along Baltimore Avenue, in front of the entrance that will include a brick paved walking area (8-feet to 22-feet in width), three tree planters each with a bench located on each side of the planter, and pedestrian lighting. At the corner of Baltimore Avenue and Berwyn Road, the Applicant is proposing a plaza which will have landscaping, four benches and some kind of art or sign to identify the Berwyn neighborhood, which is not fully designed at this time but will be coordinated with City of College Park. The Applicant proposes to dedicate or place in an easement 10-feet of right-of-way (ROW) along Berwyn Road and along 48th Avenue and provide 5-foot wide sidewalks with pedestrian street lights. The Applicant is also proposing a 5-foot wide sidewalk along the northern side of the building that will connect from the 48th Avenue sidewalk to the front of the building. No additional dedication is shown along Baltimore Avenue; however, a 10-foot wide sidewalk easement is shown.

A 25-space bicycle rack is shown on the Baltimore Avenue side of the building and a 15-space bike share station is shown adjacent to the cart corral east of the entrance.

TRAFFIC IMPACT/CIRCULATION

The Applicant is proposing two access points to the site: Point A from Baltimore Avenue and Point B from

Berwyn Road. The proposed Baltimore Avenue site access will be right-in/right-out which will be designed as either a channelized “pork chop” entrance island or separated channelized driveways. SHA prohibits delivery trucks and other large commercial vehicles from using the Baltimore Avenue access. The Applicant submitted a Traffic Impact Analysis (TIA), revised August 31, 2016, indicating this project will operate within the acceptable parameters of not exceeding 1,600 Average Critical Lane Volume (CLV). A Saturday/Sunday traffic analysis was not required nor performed.

Currently, there is a hotel on the site. According to the ITE Trip Generation Manual, 9th Edition, the hotel generates 63 total AM Peak Hour trips and 71 total PM Peak Hour trips. The supermarket is projected to generate 74 total AM Peak Hour trips and 220 PM Peak Hour trips which is an increase of 11 and 149 trips respectively.

A queue analysis was subsequently performed at the request of the City that analyzed exiting from Berwyn Road to Baltimore Avenue to see if a right-turn lane on Berwyn Road was warranted. The study showed that there is a back-up for a 20 minute period in the morning and afternoon but it was not sufficient to warrant the construction of a right-turn lane.

The City retained an independent traffic engineer (Sabra, Wang and Associates) to review the applicant’s traffic study and assess the need for a right-turn lane on Berwyn Road. Their analysis also did not support a right-turn lane on Berwyn Road but it did recommend site design and intersection improvements to support pedestrian traffic.

LANDSCAPING AND STORMWATER MANAGEMENT

The Applicant is proposing a number of shade trees, ornamental trees, and shrubs to screen the parking lot and use. The existing trees will be removed from the site except for a large tree located at the Berwyn Road/48th Avenue intersection. The trees recommended along 48th Avenue mainly consist of deciduous trees. City staff recommends evergreen trees also be incorporated to more effectively provide year round screening.

The Applicant is proposing 9 micro-bio-retention sites located either along the perimeter of the site or within some of the landscaped parking medians for storm water management. A Stormwater Management Concept Approval Letter was issued on June 7, 2016. The stormwater impact from the proposed development is reduced from the existing due to its smaller size and increase in micro-bio-retention areas, landscaping and open space.

MODIFICATIONS REQUESTED

The Applicant is requesting the following 16 modifications from the Development District Standards:

| <u>Standard</u> | <u>Requirement</u> | <u>Modification</u> | <u>Applicant’s Justification</u> | <u>Staff Comment</u> |
|---------------------------|--|--------------------------------|---|---|
| Building Height, p. 233 | 2-4 stories | To permit a one-story building | The curved roof height varies from 15.5’ in the rear to 28’-0” at the front which will appear as a two-story building | Acceptable |
| Building Setback, p. 233 | Secondary Front-10’-20’ (from Berwyn Road) | To approve 156-foot setback | “unable to strictly adhere to the 10 foot to 20 foot front BTL (secondary) requirement” | Would prefer a different building location but proposed location is more suitable for a grocery store use |
| <u>Standard</u> | <u>Requirement</u> | <u>Modification</u> | <u>Applicant’s Justification</u> | <u>Staff Comment</u> |
| Frontage Buildout, p. 233 | 60% minimum at Build-to-Line (BTL) | To approve 32% | “unable to meet” | Would prefer a different building |

| | | | | |
|---|--|--|---|---|
| | | | | location but proposed location is more suitable for a grocery store |
| Parking Spaces, p. 239 | 145 spaces | To approve 134 spaces (11 spaces short). Four of these spaces will be designated for electric cars and will provide charging stations. | Proximity to the University of Maryland and Berwyn Community warrants fewer spaces. | Significant bicycle and pedestrian trips are anticipated. This modification would be acceptable if site improvements for pedestrians are made. |
| Bicycle Parking Spaces, p. 239 | 49 | To approve 25 spaces | No justification provided | Acceptable based on the use proposed |
| Primary Access to Off-Street Parking Lots, p. 241. | The primary source of access should be from Berwyn Road | Request for Baltimore Avenue access | Due to design and site constraints | Not supported. Standard can be met. |
| Access to Off-Street Parking Lots-Restriction, p. 241 | Access from Baltimore Avenue should be avoided to comply with access management principals | Request for Baltimore Avenue access | To ease circulation of delivery trucks | Not supported. SHA is proposing a divided median in front of this site which will physically restrict access to right-in, right-out only. In addition, SHA does not permit delivery truck access from Baltimore Avenue. City staff recommends that Baltimore Avenue access be denied in order to comply with the Sector Plan, best access management practices, to avoid conflicts with pedestrians, improve parking lot safety and improve traffic flow on Baltimore Avenue. |
| <u>Standard</u> | <u>Requirement</u> | <u>Modification</u> | <u>Applicant's Justification</u> | <u>Staff Comment</u> |
| Vehicular Access Drive Width, p. 241 | Maximum 22-foot wide | To approve 24-foot wide drive aisles | "To provide safe, efficient and convenient circulation" | Not supported. If the Applicant built to this standard, there would be |

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|---------------------------------|---|--|--|--|
| | | | | more space for landscaping and amenities. |
| Parking Lot Landscaping, p. 242 | 1 landscape strip/island per 6 parking spaces | To approve 1 landscape island per 10 parking spaces | “To preserve, create, or emphasize views from the public roads and adjoining property” | Appears standard can be met but only if the number of parking spaces is further reduced. Staff supports this modification in order to not further reduce the number of parking spaces. |
| Façades and Shop Fronts, p. 246 | 50-70% of ground floor wall area shall be untinted transparent (glass) | To approve 90% glass | “Provides clear views in and out of the store” Good for surveillance, creating street level activity | Acceptable based on use |
| Store front windows, p.246 | The top of storefront window sills shall be between 1-3 feet above the sidewalk grade | To allow the glass windows to extend to the ground | No justification provided | Acceptable since not a significant request. |
| Public Access Doors, p. 246 | Doors or entrances for public access shall be provided at intervals no greater than 50 feet | To provide only one entrance, overall building width is 128-feet, therefore, two doors are required. | One entrance is sufficient for this size grocery store. | Acceptable |
| Awnings, p.247 | Recommended but not required | No modification needed | Does not fit in with architecture of the building | Acceptable since no modification required |
| Brick Detailing, Header, p. 252 | All openings in masonry construction should be spanned by headers | To not provide | Does not fit in with architecture of the building | Acceptable |
| <u>Standard</u> | <u>Requirement</u> | <u>Modification</u> | <u>Applicant’s Justification</u> | <u>Staff Comment</u> |
| Signage, p. 254-255 | Free-standing and cabinet signs are not permitted | To propose a 52 square foot freestanding sign and two 67.4 square-foot cabinet | The proposed signage is connected to the branding | City staff does not support the freestanding sign but supports the two wall signs, |

| | | | | |
|-----------------------------|---|--|---|---|
| | | wall signs (to be mounted on the east and south façades) | | based on the glass façade and branding needs of the Applicant. |
| LEED Certification, p. 256 | Recommended but not required in this character area | No modification needed | “LEED standards and practices will be considered in the design of the building; however, no formal LEED certification is being pursued at this time.” | Acceptable but would recommend the Applicant submit a LEED scorecard to City staff. |
| Parking Lot Screen, p. 242 | A building, wall, fence or hedge should be provided to mask parked cars | To shorten the parking lot wall along the western side of the parking lot | A modification was not requested by the Applicant but is needed. | Not supported. The Applicant should extend their parking lot wall to hide three parking spaces on the western side of the parking lot |
| Loading Area Screen, p. 242 | Loading areas should be hidden from public view by street screens | To provide a railing rather than an opaque screen along the eastern side of the loading dock | A modification was not requested by the Applicant but is needed | Not supported. The Applicant should provide an opaque screen so that the loading area is hidden from public view. |

RECOMMENDATION

Staff recommends approval of Detailed Site Plan 07079-01, Lidl, subject to the following:

1. Support for the following 11 Development District Overlay Zone modifications: Building Height Reduction, Building Setback Increase, Frontage Build-out Decrease, Parking Space Reduction, Bicycle Parking Space Reduction, Parking Lot Landscape Island Reduction, Glass Façade Increase, Store Front Window Sill Removal, Public Access Door Reduction, Brick Detailing Waiver, and Two Cabinet Wall Signs Allowance.
2. Denial of the following 5 modifications: Access off of Baltimore Avenue, Drive Width Aisle Increase, Freestanding Sign Allowance, Parking Lot Screen Reduction, and Loading Area Screen Waiver.
3. Revise the Site Plan to:
 - A. Remove the Baltimore Avenue driveway
 - B. Show the relocation of the bus stop
 - C. Specify the pedestrian light fixtures to be used on Baltimore Avenue, Berwyn Road and 48th Avenue. The Baltimore Avenue fixture shall be the Alumilite Red as shown on Sheet DSP-7. The Berwyn Road and 48th Avenue fixtures should reflect a more residential character to be similar to the pedestrian light in the Berwyn Commercial District.
 - D. Remove the rail along the east side of the loading dock and replace with opaque screening
 - E. Provide a detail of the proposed plaza at Berwyn Road including but not limited to:
 - 1) Public Art
 - 2) Street furniture
 - 3) Signage
 - F. Relocate of the ATHA Berwyn Neighborhood sign
 - G. Relocate the bike share station from the shopping corral area to the Berwyn Road plaza
 - H. Delineate raised pedestrian paths or marked crosswalks in the surface parking lot
 - I. Show 10-foot right-of-way dedication on 48th Avenue and Berwyn Road as was previously shown.
4. Revise the Landscape Plan to:
 - A. Extend the parking lot screening along Baltimore Avenue to hide all parking spaces
 - B. Provide details for all screening walls and fences (material, color, height, etc.)
 - C. Add evergreen trees to the landscape buffer along 48th Avenue

5. Revise the Architecture to:
 - A. Continue the brick base along the south building elevation to include the northern façade
 - B. Provide a color and materials board (preference for red brick rather than brown brick).
6. Submit a LEED Scorecard to City staff.
7. Execution of an Agreement and Declaration of Covenants with the Applicant that would:
 - A. Restrict hours of large truck deliveries
 - B. Restrict access of trucks on neighboring streets east of the site
 - C. Specify sidewalk use, maintenance and provision of public access easements for sidewalks that are not to be located in the right-of-way
 - D. Specify pedestrian light maintenance requirements
 - E. Bikeshare funding contribution

Fiscal Impact:

Currently, the City receives from the Clarion Inn:

1. Hotel/Motel Tax- \$61,531.84 (FY 2016)
2. Personal Property Tax-\$2,832.86 (FY 2016)
3. Real Estate Tax-Improvements valued at 2.985 million

From the Lidl Grocery Store:

1. Hotel/Motel Tax-\$0.00
2. Personal Property Tax – Based on Mom’s Organic market, estimating approximately \$5,000 (may be greater than what the Clarion brings in because the furniture and fixtures for the Clarion have depreciated. The Lidl furniture, fixtures, and inventory would be new).
3. Real Estate Tax-Might be the same or go down, the Lidl building is about half the size of the Clarion Inn but the property assessment may go up since this is new construction.

The Fiscal Impact is unclear. It appears there may be no significant net gain or loss.

Council Options:

1. Accept the Staff Recommendations
2. Provide Alternative Recommendations
3. Deny Support of the DSP

Staff Recommendation:

#1

Recommended Motion:

Motion to accept the Staff recommendation.

Attachments:

1. Site Plan
2. Applicant Statement of Justification and Application Materials
3. ~~M-NCPPC Referrals to date~~
4. Traffic Impact Analysis
5. Sabra, Wang and Associates Analysis

16-G-122

Milkboy+Arthouse
PUA

**CITY OF COLLEGE PARK, MARYLAND
REGULAR COUNCIL MEETING AGENDA ITEM**



AGENDA ITEM NUMBER 16-G-122

Prepared By: R.W. Ryan
Public Services Director

Meeting Date: October 11, 2016

Presented By: R.W. Ryan
Public Services Director and
Suellen Ferguson, City Attorney

Consent Agenda: No

Originating Department: Public Services Department

Action Requested: Approval of, or no opposition to, the issuance of a new Class B (BLX), Beer, Wine and Liquor License for the use of Milkboy College Park, LLC, t/a MilkBoy + Arthouse, subject to the applicant entering into a Property Use Agreement (PUA) with the City.

Strategic Plan Goal: Goal 3: High Quality Development and Reinvestment

Background/Justification:

The City Attorney and Director of Public Services met with Ms. Linda Carter, Attorney, and her client, Mr. James Lokoff, to discuss a Property Use Agreement (PUA) and a proposed business plan. The applicant is planning to operate a restaurant and entertainment venue in the newly renovated building at 7416 Baltimore Avenue. They have entered into a joint venture with the UMD Clarice Smith Performing Arts Center, "The Clarice". They have agreed to comply with the Prince George's County Board of License Commissioners (BOLC) requirement to invest at least \$1,000,000 in improvements to qualify for the Class B (BLX) non-competitive license. On the basis of the meeting, the City Attorney drafted a proposed PUA. At the Worksession, which was attended by all of the authorized members for Milkboy, the applicant requested certain changes in the draft PUA.

Food service will be provided. A menu is attached. Food will be served at all times that alcoholic beverages are served.

Entertainment will be provided. The Clarice is anticipated to book performances several times a month. MilkBoy will book entertainment at other times. This will require an entertainment permit and security plan approved by PGPD. The security plan is a requirement of the PUA.

Renovations anticipated include a Baltimore Avenue façade which includes two stories of glass garage door style openings. Interior renovations include a bar/restaurant area on the ground floor in front, a restaurant/entertainment area on the ground floor in back, and a large entertainment venue on the second floor.

The City Attorney and the applicants have continued discussions of the requested changes after the Worksession. The attached draft PUA reflects direction given by the Council and subsequent changes to the original draft to accommodate the applicant's business plan. There are unique characteristics of the proposed venue which make it different from other establishments in the City. For example, there are sections of this venue which will be used at times for performances before a stand up audience, without the sale of food in that area, and for gallery space for art shows, which may also involve alcohol service. With the participation of The Clarice, and the creation of a true entertainment venue that will be an amenity for the downtown area, a focus different from the standard restaurant is planned. Because of these unique circumstances, the Council is willing to forego a food to alcohol ratio and make other changes to the PUA.

Fiscal Impact:

MilkBoy & Arthouse is anticipated to provide a destination restaurant/entertainment/gallery venue downtown.

Council Options:

- #1: Approve the draft PUA as proposed and support, or not oppose, the new Class B (BLX, Beer, Wine and Liquor License.
- #2: Approve the draft PUA with changes and support, or not oppose, the new Class B (BLX, Beer, Wine and Liquor License.
- #3: Oppose the new Class B (BLX, Beer, Wine and Liquor License

Staff Recommendation:

Option #1

Recommended Motion:

I move that the City Council support (or not oppose) the issuance of a new Class B (BLX) Beer, Wine and Liquor License for the use of Milkboy College Park, LLC, t/a MilkBoy & Arthouse, subject to the applicant entering into a Property Use Agreement (PUA) with the City, in substantially the form as attached; authorize the City Manager to sign the PUA; and authorize staff to testify to the Council's position at the BOLC hearing.

Attachments:

- 1. Draft Property Use Agreement

PROPERTY USE AGREEMENT

THIS PROPERTY USE AGREEMENT (the "Agreement") is made as of the _____ day of October, 2016, by and between Milkboy College Park, LLC, t/a Milkboy + Arthouse, and William N. Hanson, Managing Member, Thomas C. Joyner and James W. Lokoff, Authorized Persons (collectively "Licensee"); and the CITY OF COLLEGE PARK, a Maryland municipal corporation (the "City").

WITNESSETH

WHEREAS, 7416 LLC is the owner of the real property located at 7416 Baltimore Avenue, College Park, Maryland 20740 (the "Property"); and

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

WHEREAS, Licensee has applied to the Board of License Commissioners of Prince George's County for a Class B, BLX, Beer, Wine and Liquor License ("License") for use at the Property, which is to be operated as a restaurant and performance space; and

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

WHEREAS, the City agreed to not oppose/support the Licensee's application for the License, subject to Licensee entering into this Property Use Agreement; and

WHEREAS, in consideration of the covenants contained in this Agreement, the City will not oppose/will support issuance of the License, subject to the terms, conditions and restrictions contained herein.

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

1. Repair and Maintenance of the Property. Licensee shall keep the Property under its control in good order and repair, and free of debris and graffiti.

2. Restrictions. Except with the express written consent of the City, which consent may be withheld in the City's sole and absolute discretion, during the period that Licensee is using or has any interest in the Property, and is using the License, the use of the Property shall be restricted to the operation of a restaurant and performance/gallery space to be named Milkboy + Arthouse ("Restaurant") or another substantially similar operation, ~~which receives not more than fifty percent (50%) of its average daily receipts over any three consecutive monthly periods from the on-sale of alcoholic beverages, and~~ which complies strictly with the restrictions and requirements of the State of Maryland/Prince George's County Class B, BLX, Beer, Wine and Liquor License. ~~The calculation of the percentage of alcoholic beverages sold shall include the full cost of any such beverage, and not just the alcohol contained in the beverage. Licensee will provide the City, by January 25 of each year, with summaries of each month's receipts for the sales of alcoholic beverages and food for the preceding calendar year, and, at~~

~~any time, such information in such form as the City may reasonably require to permit the verification of sales required in this paragraph 2 of this Agreement. Such information need not be prepared by an accountant or auditor, but must be accompanied by a general affidavit signed by the Licensee affirming the accuracy of the information provided. Licensee may be required by the City to provide information to permit verification of the sales ratios required in this paragraph, including daily register receipts and the identity of, and invoices from, its alcohol and food suppliers. Any such information provided by Licensee that is claimed to be confidential shall be so marked by Licensee and the City will treat such record as confidential as allowed by law.~~

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

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

5. Operations. Licensee shall maintain and operate the Restaurant in a manner that all seats in the Restaurant space are available for dining, and no area in the Restaurant space is designated solely for the

consumption of alcoholic beverages. The parties recognize that, while food service will be available in the Restaurant space at all times that liquor is provided as required herein, the space dedicated to an entertainment or gallery event may -be operating without food service. Alcoholic beverages ~~will~~shall not be sold ~~and~~or served ~~only during those times authorized by the License, provided however, that Licensee will notify the City of its hours of operation once determined~~prior to 6:11:00 a.m. or after 2:00 a.m., Sunday through Saturday, or after 3:00 a.m. on Friday and Saturday when live entertainment is present, with the exception that alcoholic beverages may be sold during full service brunch on Saturday, Sunday and holidays as otherwise allowed by law. Happy hour or like events shall be limited to 3:00 p.m. to 7:00 p.m. Food from a regular menu must be served at all times that the premises are open for business. At all times, at least 80% of the items listed on the regular menu shall be available for customers to order. The proposed menu provided by Licensee for the Restaurant is attached as Exhibit A.

Live music is allowed ~~only~~inside the Restaurant and in the outside area at the rear of the Property. Licensee shall ensure music levels in the Restaurant area and the outside area that allow patron conversation in a normal tone of voice, and prohibit disruptive or rowdy behavior that disturbs the peaceful enjoyment of the facility by Licensee's patrons and other persons visiting the facility. Nothing in this Agreement shall modify the noise levels allowed by law in the City. In the event that complaints as to the sound level of voice or music entertainment in the outside area are received by the City, the parties agree to review this condition, with further limitation of entertainment on the outside area, if justified, not to be

unreasonably refused by Licensee. The parties recognize that these noise level restrictions will not apply during entertainment events in the performance space.

Alcoholic beverages shall be served only to diners sitting at tables or counters inside the ~~R~~restaurant portion of the facility, and to patrons standing waiting for a table. The parties recognize that, during private parties and entertainment and gallery events, not all patrons may be seated, but that food will continue to be served in the Restaurant area. The minimum price for on-sale alcoholic beverages, including 16 oz. beers, shall be \$2.00. Licensee will not sell beer in pitchers. Licensee will maintain all dining areas, including tables and chairs, inside the facility. Licensee shall ensure that the interior of the restaurant, including service areas, remain clean and graffiti free. The interior and exterior of the Property shall be rodent free. Licensee shall not allow grease, dirt, trash or graffiti to accumulate on any portion of the exterior of the Property that Licensee controls. Licensee agrees to fully comply with all applicable laws, including without limitation Subtitle 12, "Health", of the Prince George's County Code, and the Code of the City of College Park. Licensee shall not engage in window advertising of the sale of alcoholic beverages~~beer or wine~~, nor off-premises leafleting of cars or on public right of way promoting such sale~~the sale of beer or wine~~. All off-premises advertising of specials, happy hours or reduced prices for alcoholic beverages~~beer or wine~~ to be consumed on the Premises shall be limited to promotions coupling the sale or service of food with the sale of alcoholic beverages. Licensee shall use a scanner system, as allowed by law, designed to recognize false identification

prior to making alcoholic beverage sales during regular Restaurant service. The scanner shall be used for all persons who appear to be under the age of thirty five (35) years. Licensee will not accept State of Maryland vertical type licenses as proof of age. Nothing in this paragraph shall prevent Licensee from employing the services of an advertising agency to promote events controlled by Licensee on the Premises.

Licensee expects to provide live entertainment on a frequent basis at the Property. Cover and door charges may be charged by Licensee. The payment of a cover or door charge shall not reduce the normal price charged by Licensee for alcoholic beverages. Licensee shall not rent to, or otherwise allow the use of the facilities by, individuals or businesses involved in promoting or making a business or profit from producing musical, band or disc jockey events. Licensee shall not provide tables, such as a beer pong table, whose purpose is for use in drinking games. Licensee shall not sponsor or support drinking games within the Property.

Licensee shall recycle all materials identified as recyclable by Prince George's County. Licensee shall utilize only recyclable take-away containers, no Styrofoam or clamshells not recycled Countywide.

6. Enforcement. The City shall have the right to enforce, by any proceeding at law or in equity, including injunction, all restrictions, terms, conditions, covenants and agreements imposed upon the Property and/or Licensee pursuant to the provisions of this Agreement. The parties agree that if Licensee should breach the terms of the Agreement, the City would not have an adequate remedy at law and would be entitled to bring an action in equity for

specific performance of the terms of this Agreement. In the event of a violation of paragraph 2 of this Agreement, Licensee shall have sixty (60) days from the date of notification of the violation to adjust his operations and achieve compliance, as measured during the sixty (60) day period, with the requirements of paragraph 2 of this Agreement. In the event the City is required to enforce this Agreement and Licensee is determined to have violated any provision of this Agreement, Licensee will reimburse the City for all costs of the proceeding including reasonable attorney's fees. Should Licensee prevail in any action brought by the City to enforce a provision of this Agreement, the City shall reimburse Licensee for all costs of the proceeding including reasonable attorney's fees.

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

8. Assignment of License. Licensee agrees that it shall not sell, transfer, or otherwise assign its rights under the License to any entity or individual for use or operation within the City without the express prior written consent of the City, which consent will not be unreasonably withheld.

9. Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the respective affiliates, transferees, successors and assigns of the parties hereto. The parties agree that Licensee shall have the right

to assign their rights herein to an entity of their choosing, the majority of which is owned by Licensee.

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

11. Security. Pursuant to §26-1103 of the Alcoholic Beverages Annotated Code of Maryland, Licensee will be required to obtain a License for special entertainment or to obtain an exemption. Prior to seeking a License for special entertainment or an exemption, Licensee agrees that it shall first present to the City its plans for entertainment ~~as well as for any required security~~ and shall submit its proposed security plan to both the University of Maryland Police Department and the Prince George'. For any activities authorized by such a license or exemption, the Licensee shall have and maintain a Security Plan to prevent the Property and any such activities from posing a threat to the peace and safety of the surrounding area. The Security Plan shall, at minimum, comply with the requirements of the Board of License Commissioners. Any required Security Plan for the Licensee is subject to review and revision annually or upon request by Prince George's County Police, the University of Maryland Police or the City of College Park. To the extent allowed by law, the City agrees to treat as proprietary and confidential any written security plans received from Licensee as part of the review process.

a. Licensee shall diligently enforce ID policies through trained and certified

managers and employees. Licensee agrees to take all necessary measures to ensure that under age persons do not obtain alcoholic beverages.

b. All employees for whom the Board of License Commissioners requires TIPS training will be trained within two weeks of hire.

c. All serving, bar, security and management employees will be 18 years or older.

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

(i) If to Licensee:

* * * *

7416 Baltimore Avenue
College Park, MD 20740

With copy to:

Linda Carter, Esq.
Meyers, Rodbell + Rosenbaum, P.A.
6801 Kenilworth Ave., Ste 400
Riverdale Park, MD 20737

If to the City:

Scott Somers
City Manager
City of College Park
4500 Knox Road
College Park, Maryland 20740

with copy to:

Suellen M. Ferguson, Esquire
Council, Baradel, Kosmerl + Nolan P.A.

125 West Street, 4th Floor
P.O. Box 2289
Annapolis, MD 21404

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

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

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

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

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

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

WITNESS/ATTEST

Milkboy College Park, LLC,

William N. Hanson, Managing Member and
Authorized Person

Thomas C. Joyner, Authorized Person

James W. Lokoff, Authorized Person

WITNESS/ATTEST

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Scott Somers, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Suellen M. Ferguson, City Attorney

16-G-126

CB-93-2016

**Healthy Requirements
for Vending
Machines**



**CITY OF COLLEGE PARK, MARYLAND
REGULAR COUNCIL MEETING AGENDA ITEM**

AGENDA ITEM NUMBER 16-G-126

Prepared By: Bill Gardiner
Assistant City Manager

Meeting Date: 10/11/16

Presented By: Bill Gardiner

Consent Agenda: No

Originating Department: Administration

Action Requested: Council discussion and possible vote on County legislation CB-93-2016, which regulates food and beverage vending machines located on County and Municipal property.

Strategic Plan Goal: Goal 6: Excellent Services

Background/Justification:

CB-93-2016 has been introduced by Prince George's County Council Vice Chair Glaros and referred to the Health, Education, and Human Services Committee of the County Council. The legislation establishes healthy standards for all items offered in vending machines located in County, M-NCPPC, and municipal facilities. By July 1, 2017 50% of the vending machine offerings must meet healthy standards, and by July 1 2019, 65% of the offerings must do so. Public schools are not included, but are covered by requirements per federal nutrition guidelines. Other jurisdictions in the area have passed similar legislation.

The City currently has one vending machine (snacks and drinks) at DPW and one vending machine (soft drinks) at City Hall. Staff has requested the vendor for the machine at DPW to provide nutritious items, but they have not sold well. If this legislation passes, it would encourage cities and the county to take actions to provide healthier products in the machines.

Fiscal Impact:

No financial impact.

Council Options:

- #1: Authorize the Mayor to send a letter to the County Council supporting CB-93-2016.
- #2: Authorize the Mayor to send a letter to the County Council requesting amendments to CB-93-2016.
- #3: Take no action at this time.

Staff Recommendation:

Option #1.

Recommended Motion:

I move that the Council authorize the Mayor to send a letter to the Prince George's County Council stating the City's support for CB-93-2016.

Attachments:

CB-93-2016

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
2016 Legislative Session

Bill No. CB-93-2016

Chapter No. _____

Proposed and Presented by Council Member Glaros

Introduced by _____

Co-Sponsors _____

Date of Introduction _____

BILL

1 AN ACT concerning

2 Healthy Vending Requirements

3 For the purpose of regulating food and beverage vending machines located in Prince George's
4 County.

5 BY adding:

6 SUBTITLE 12. HEALTH

7 DIVISION 10. HEALTHY VENDING REQUIREMENTS.

8 Sections 12-206, 12-207, 12-208, 12-209, 12-210,

9 12-211, 12-212 and 12-213

10 The Prince George's County Code

11 (2015 Edition).

12 WHEREAS, According to national health experts, more than 678,000 Americans die each
13 year due to diseases linked to poor nutrition; and

14 WHEREAS, One-third of all White children and half of all African-American and Latino
15 children born today will likely develop type 2 diabetes in their lifetimes, according to the US
16 Department of Health and Human Services. Undiagnosed or uncontrolled diabetes can lead to
17 debilitation, blindness, serious heart and kidney complications, amputations, and even death; and

18 WHEREAS, According to the American Academy of Pediatrics, the percentage of
19 teenagers who were diagnosed with type 2 diabetes or pre-diabetes soared from 9% in 1999 to
20 23% in 2008; and

21 WHEREAS, The Prince George's County Health Department reports that more than 60%

1 of deaths in the County are due to chronic diseases such as heart disease, cancer, stroke, and
 2 diabetes and that nationally, 75% of all health care dollars spent goes towards treating chronic
 3 diseases; and

4 WHEREAS, Prevention and management of chronic disease is essential for improving the
 5 overall health, life expectancy, and quality of life for all residents in the County; and

6 WHEREAS, The Maryland Department of Commerce reported that nearly 42,000 people
 7 reported being employed in some way by county and municipal governments in Prince George's
 8 County in 2015; and

9 WHEREAS, Prince George's County government alone spends \$95 million each year to
 10 fund its employee health insurance program and invests additional dollars in its employee
 11 wellness program. Reducing chronic diseases through improvements to the County's food
 12 environment may help improve employee health and reduce taxpayer costs; and

13 WHEREAS, According to the Centers for Disease Control and Prevention and other
 14 health experts, small steps, like making healthier food and beverages more widely
 15 available in government vending machines, can help reduce Type 2 diabetes, obesity, and
 16 other chronic diseases; and

17 WHEREAS, the Prince George's County Council is the Legislative Branch of Prince
 18 George's County Government and sits as the Board of Health to govern and guide County health
 19 policy; and

20 WHEREAS, the County Council as the Board of Health is authorized to enact laws for the
 21 protection and promotion of public health.

22 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,
 23 Maryland that Sections 12-206, 12-207, 12-208, 12-209, 12-210,
 24 12-211, 12-212 and 12-213 of the Prince George's County Code be and the same are hereby
 25 added:

26 **SUBTITLE 12. HEALTH.**

27 **DIVISION 10. HEALTHY VENDING REQUIREMENTS.**

28 **Sec. 12-208. Definitions.**

29 (a) As used in this Division.

30 (1) Vending machine shall mean a self-service machine offered for public use that,
 31 on insertion of a coin, paper, currency, token, card, or key, or by optional manual operation,

1 dispenses servings of food or beverages in bulk or in packages, or prepared by the machine,
 2 without the necessity of replenishing the device between each vended operation

3 (2) **Packaged** shall mean bottled, canned, securely bagged, or securely wrapped,
 4 whether packaged in a food establishment or a food processing plant.

5 (3) **Healthy Food Or Beverage Choices** shall mean a packaged food or beverage
 6 that meets the requirements to be a healthy food choice or a healthy beverage choice established
 7 in Section 12-211.

8 (4) **County and Municipal Property** shall mean any property owned, operated or
 9 managed by Prince George’s County or any municipal government therein including but not
 10 limited to office buildings, parks, community or recreation centers, sporting facilities, libraries,
 11 and community colleges. County and Municipal Property does not include property owned or
 12 managed by the Prince George’s County School System.

13 **Sec. 12-209. Applicability**

14 (a) This Division applies only to packaged food and beverages sold through vending
 15 machines located on:

16 (1) County and Municipal Property.

17 (2) Maryland-National Capital Park and Planning Commission managed property
 18 located in Prince George’s County.

19 (b) This Division shall be implemented in accordance with federal, state, and local laws.

20 (c) The requirements of this Division shall apply 24 hours a day.

21 (d) If a food and beverage machine located on County and Municipal Property has
 22 been leased to a private entity, the Health Department shall encourage the tenant to meet the
 23 requirements of this Division.

24 **Sec. 12-210. Universal Vending Machine Requirements**

25 (a) The following criteria must be met by all items offered in vending machines.

26 (1) Any packaged food and beverage item offered shall contain no more than:

27 (A) 0.5 grams of trans-fat per serving; and

28 (B) 200 milligrams of sodium per package.

29 (2) Any beverage container offered shall contain no more than:

30 (A) 250 calories; and

31 (B) 20 fluid ounces.

32 **Sec. 12-211. Healthy Vending Standards**

1 (a) Healthy Food Choices shall meet the following specifications:

2 (1) Individual Healthy Food Choices offered in vending machines must meet the
 3 following criteria:

4 (A) No more than 200 calories per package;

5 (B) Less than 35% of total calories from fat except for foods containing 100%
 6 nuts or seeds with no added fats;

7 (C) Less than 10% of calories from saturated fat; and

8 (D) No more than 35% of calories from total sugars except for 1%, 2%, or
 9 non-fat dairy products, non-dairy milk products, fruits and vegetables.

10 (2) At least one healthy food choice offered must meet the Food and Drug
 11 Administration’s definition of “low sodium” (<140 milligrams per serving).

12 (3) Sugarless chewing gum and mints also meet healthy food choices specifications.

13 (b) Healthy Beverage Choices shall meet the following specifications:

14 (1) Individual Healthy Beverage Choices offered in vending machines must contain
 15 fewer than 40 calories per serving unless specified below.

16 (2) The following beverages also meet Healthy Beverage Choices nutritional
 17 standards even though they exceed 40 calories per serving: Fat-free milk; 1% low fat dairy milk;
 18 Calcium or vitamin D fortified soy milk with less than 200 calories per container; packages
 19 containing 12 ounces or less of 100% fruit juice, vegetable juice or fruit juice combined with
 20 water with no added caloric sweeteners and no more than 200 milligrams of sodium per
 21 container.

22 (3) Vegetable juice must contain <230 milligrams of sodium per serving.

23 **Sec. 12-212 . Healthy Vending Contract Requirements**

24 (a) All new vending machine service contracts and all vending machine service
 25 contract renewals entered into by covered entities in Section 12-209(a) on or after July 1, 2017
 26 must require that:

27 (1) At least 50% of the food and beverage items offered in vending machines meet
 28 the requirements listed in 12-211.

29 (b) All new vending machine service contracts and all vending machine service
 30 contract renewals entered into by covered entities in Section 12-209(a) on or after July 1, 2019
 31 must require that:

1 (1) At least 65% of the food and beverage items offered in vending machines meet the
 2 requirements listed in Section 12-211.

3 (c) The County Purchasing Department will ensure that all covered entities in Section 12-
 4 209(a) can use any resultant contract that the County enters into for vending services thereby
 5 extending the contract's pricing, terms, and conditions to help facilitate easy compliance with
 6 this Division.

7 **Sec. 12-213. Product Placement**

8 (a) Healthy Food or Beverage Choices shall:

9 (1) Be displayed in a way that is easily distinguishable from food and beverages that
 10 do not meet Healthy Vending Standards listed in Section 12-211; and

11 (2) Be stocked in positions with highest selling potential.

12 (b) Water without added caloric sweeteners is required to be stocked in beverage machines.

13 (c) Beverages that do not meet the Healthy Vending Standards listed in Section 12-211 shall
 14 be placed in positions with the lowest selling potential.

15 **Sec. 12-214. Pricing and Labeling**

16 (a) Food and beverage items that meet the Healthy Vending Standards in Section 12-211
 17 must be comparatively priced or less expensive than products that do not meet the standards.

18 (b) All vending machines shall display nutritional labeling that, at a minimum, complies
 19 with the standards for nutritional labeling set forth in 21 CFR, sections 101 and 109, as may be
 20 amended from time to time.

21 **Sec. 12-215. Compliance**

22 (a) To assist and oversee the implementation of the nutrition and procurement standards
 23 required by this Division, the Health Officer shall designate a staff person within the Department
 24 to disseminate information and train agency staff and vendors on the standards to support
 25 compliance.

26 (b) The Department shall monitor compliance and issue a report to the County Executive
 27 and County Council at least once every other year post enactment on the status of
 28 implementation. The report shall include:

29 (1) An assessment of agency compliance with this Division; and

30 (2) Successes, challenges, and barriers experienced in implementation; and

31 (3) Recommendations for improvement of the standards and compliance.

1 (c) Existing contracts, agreements, or other arrangements with vendors shall be modified as
2 needed to bring them into compliance with this Division.

3 (d) Future requests for bids and contracts for the procurement or provision of covered
4 food and beverages by or for entities listed in Section 12-209(a) shall incorporate the
5 requirements of this Division. To facilitate monitoring and compliance with the requirements of
6 this Division, future requests for bids and contracts for covered food and beverages shall require
7 accurate and timely financial reports from vendors, provide for periodic reviews or audits of
8 financial records, and include specific breach of contract and enforcement provisions relating to
9 the requirements of this Division.

10 (e) From time to time but at least once every five (5) years, the Department shall
11 review, and if necessary, suggest updates to the Healthy Vending Standards in Section 12-211 to
12 reflect advancements in nutrition science, dietary data, new product availability, and/or updates
13 to the Dietary Guidelines for Americans.

14 * * * * *

15 SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby
16 declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,
17 sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of
18 competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining
19 words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this
20 Act, since the same would have been enacted without the incorporation in this Act of any such
21 invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection,
22 or section.

23 SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)
24 calendar days after it becomes law.

Adopted this ____ day of _____, 2016.

COUNTY COUNCIL OF PRINCE GEORGE'S
COUNTY, MARYLAND

BY: _____
Derrick Leon Davis
Chairman

ATTEST:

Redis C. Floyd
Clerk of the Council

APPROVED:

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

KEY:
Underscoring indicates language added to existing law.
[Brackets] indicate language deleted from existing law.
Asterisks *** indicate intervening existing Code provisions that remain unchanged.

16-G-129

Community Diversity Dialogs



**CITY OF COLLEGE PARK, MARYLAND
REGULAR COUNCIL MEETING AGENDA ITEM**

AGENDA ITEM NUMBER 16-G-129

Prepared By: Mayor Wojahn and
Scott Somers, City Manager

Meeting Date: October 11, 2016

Presented By: Mayor Wojahn

Consent Agenda: No

Originating Department: Mayor and Administration

Action Requested: Discussion of City support for community diversity dialogs

Strategic Plan Goal: Goal 1: One College Park

Background/Justification:

North College Park resident and Church of the Nazarene pastor, Mark Garrett, approached Mayor Wojahn after the shootings in Orlando, expressing desire to have a community dialogue to build bridges between religious communities and the LGBT community in College Park. Shortly after this, the incidents involving police shootings of African-American men took place in Baton Rouge and St. Paul, and the shootings of police officers in Dallas. Pastor Garrett and Mayor Wojahn had a conversation and agreed that conversations about diversity in the community would be inadequate without somehow incorporating these issues.

Mayor Wojahn is participating in the Race, Equity and Leadership (REAL) initiative of the National League of Cities (NLC), which has been working with the White House to encourage communities across the country to engage in conversations about equity and whether local governments are adequately and equitably serving diverse communities within their cities.

Mayor Wojahn arranged a conference call with Leon Andrews and Aileen Carr of NLC, who staff the REAL initiative, Pastor Garrett, and Imam Tarif Shraim, a Muslim cleric at the University of Maryland. After discussing this call with the City Manager, Scott Somers, Scott suggested that he and Bob Ryan, Public Serves Director, participate in future calls since law enforcement should also part of the dialogue. During the call, participants agreed that it would be appropriate to have a series of diversity dialogues to discuss the many issues relating to diversity that impact College Park and its diverse community. The group also decided to bring together a group of stakeholders to discuss what these dialogues would look like and who would facilitate or participate in the dialogues. Mr. Ryan offered to coordinate the participation of police agencies in this stakeholder group. Around this time, Mayor Wojahn announced these conversations during Mayor and Council Comments at a worksession. No concerns or objections were raised at that time.

After contacting several community organizations and stakeholders, a meeting was set for October 19th to begin setting the course for these dialogues. Again, Mayor Wojahn announced the initiative to the Council and no concerns or objections were raised.

Pastor Garrett will be in attendance at the meeting to answer any questions and to speak.

Fiscal Impact: Limited use of City staff.

Council Options:

Option #1: Approve City support for community diversity dialogs.

Option #2: Do not approve City support for community diversity dialogs.

Staff Recommendation:

Staff will take direction.

Possible Motion: *I move to support City involvement for community diversity dialogs.*

Attachments

16-G-127

CB-84-2016
Outdoor Advertising
Signs
(Digital Billboards)

**CITY OF COLLEGE PARK, MARYLAND
REGULAR COUNCIL MEETING AGENDA ITEM**



AGENDA ITEM NUMBER 16-G-127

Prepared By: Bill Gardiner
Assistant City Manager

Meeting Date: 10/11/16

Presented By: Bill Gardiner

Consent Agenda: No

Originating Department: Administration

Action Requested: Council discussion and possible vote on County legislation CB-84-2016, which amends regulations of billboards and provides for digital billboards

Strategic Plan Goal: Goal 3: High quality development and reinvestment

Background/Justification:

CB-84-2016 was referred to the Planning, Zoning, and Development (PZED) committee of the Prince George's County Council, and the committee voted to support the bill with amendments. However, draft 2 (with the committee's amendments) of the bill is not yet available.

The current schedule for the bill is for second reading on October 18 and a public hearing on November 15. The bill would be eligible for enactment by a Council vote on November 15.

The bill includes "digital billboard" in the definition of "Sign, Outdoor Advertising (Billboard)". It allows a "static" billboard to be converted to a digital billboard without going through a Special Exception process. It also allows evidence other than a use and occupancy permit and an administrative process to be used for the application and permitting of existing billboards and the conversion of static billboards to digital billboards. All billboards with a Use and Occupancy permit are non-conforming uses, but there are apparently many billboards without Use and Occupancy permits.

Billboards are a prohibited use in the County—the existing billboards are non-conforming structures and have been grandfathered in with the intent and expectation that all billboards would be phased-out as they age. This legislation extends the life of billboards by allowing the conversion to digital billboards. Additionally, the lighting and changing images could create safety hazards to drivers.

Fiscal Impact:

No financial impact.

Council Options:

- #1: Authorize the Mayor to send a letter to the County Council opposing CB-84-2016.
- #2: Authorize the Mayor to send a letter to the County Council requesting specific amendments to CB-84.
- #3: Authorize the Mayor to send a letter to the County Council supporting CB-84-2016.
- #4: Take no action at this time.

Staff Recommendation:

Option #1.

Recommended Motion:

I move that the Council authorize the Mayor to send a letter to the Prince George's County Council stating the City's opposition to CB-84-2016.

Attachments:

CB-84-2016 (draft 1)

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
SITTING AS THE DISTRICT COUNCIL
2016 Legislative Session**

Bill No. _____ CB-84-2016 _____

Chapter No. _____

Proposed and Presented by Council Members Harrison, Franklin, Turner

Introduced by _____

Co-Sponsors _____

Date of Introduction _____

ZONING BILL

1 AN ORDINANCE concerning

2 Outdoor Advertising Signs

3 For the purpose of amending the definition of Outdoor Advertising Sign (Billboard) to include
4 Digital Billboard, generally amending regulations for Outdoor Advertising Signs, and providing
5 additional standards for Digital Billboards.

6 BY repealing and reenacting with amendments:

7 Sections 27-107.01, 27-242, 27-244, 27-384, 27-592, 27-593 and
8 27-606,

9 The Zoning Ordinance of Prince George's County, Maryland,
10 being also

11 SUBTITLE 27. ZONING.

12 The Prince George's County Code
13 (2015 Edition).

14 BY adding:

15 Section 27-630.03,
16 The Zoning Ordinance of Prince George's County, Maryland,

17 being also

18 SUBTITLE 27. ZONING.

19 The Prince George's County Code

20 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,
21 Maryland, sitting as the District Council for that part of the Maryland-Washington Regional

District in Prince George's County, Maryland, that Sections 27-107.01, 27-242, 27-244, 27-384, 27-592, 27-593 and 27-606 of the Zoning Ordinance of Prince George's County, Maryland, being also Subtitle 27 of the Prince George's County Code, be and the same are hereby repealed and reenacted with the following amendments:

SUBTITLE 27. ZONING.

PART 2. GENERAL.

DIVISION 1. DEFINITIONS.

Sec. 27-107.01. Definitions.

* * * * *

(213) **Sign, Outdoor Advertising (Billboard):** A "Sign" (including " Bulletin", [and]"Poster Panel", and "Digital Billboard") which directs attention to a business, commodity, service, entertainment, event, or other activity conducted, sold, or offered elsewhere than upon the property on which the "Sign" is located. The term also means a permanent "Sign" advertising the sale, lease, rental, or designation of real estate located elsewhere than on the property upon which the "Sign" is located. A "Bulletin" is an "Outdoor Advertising Sign" having an area greater than three hundred (300) square feet. A "Poster Panel" is an "Outdoor Advertising Sign" which generally has panels of poster paper attached to it, and an area not greater than three hundred (300) square feet. (See Figure 25.) A Digital Billboard is an "Outdoor Advertising Sign" utilizing digital message technology, capable of changing the static message or copy on the sign electronically. A Digital Billboard may be internally or externally illuminated. Digital Billboards shall contain static messages only, and shall not have animation, movement, or the appearance or optical illusion of movement, of any part of the sign structure. Each static message shall not include flashing or the varying of light intensity.

* * * * *

SUBTITLE 27. ZONING.

PART 3. ADMINISTRATION.

DIVISION 6. NON CONFORMING BUILDING, STRUCTURES, AND USES.

SUBDIVISION 1. GENERAL REQUIREMENTS AND PROCEDURES.

Sec. 27-242. Alteration, extension, or enlargement.

* * * * *

(b) Exceptions.

* * * * *

1 (14) Digital Billboard

2 (A) The relocation, alteration, reconstruction, enlargement, or extension of a
3 billboard in order to convert it into a digital billboard does not require a special exception,
4 provided that it meets the requirements of Section 27-630.03.

5 * * * * * * * * *

6 **Sec. 27-244. Certification.**

7 * * * * * * * * *

8 **(b) Application for use and occupancy permit.**

9 * * * * * * * *

10 (D) A copy of a valid use and occupancy permit issued for the use prior to the
11 date upon which it became a nonconforming use, if the applicant possesses one.

12 (E) In the case of outdoor advertising signs, the requirements of Section
13 27-244(b) (2) (B) are not applicable. Documentary evidence, including, but not limited to deeds,
14 tax records, business records, approved plats or development plans, permits, public utility
15 installation or payment records, photographs, and sworn affidavits, showing that the outdoor
16 advertising sign was constructed prior to and has operated continuously January 1, 2002.

17 * * * * * * * * *

18 **(d) Administrative review.**

19 (1) Except for outdoor advertising signs, [I] if a copy of a valid use and occupancy
20 permit is submitted with the application, where applicable a request is not submitted for the
21 Planning Board to conduct a public hearing, and, based on the documentary evidence presented,
22 the Planning Board's authorized representative is satisfied as to the commencing date and
23 continuity of the nonconforming use, the representative shall recommend certification of the use
24 as nonconforming for the purpose of issuing a new use and occupancy permit identifying the use
25 as nonconforming. This recommendation shall not be made prior to the specified date on which
26 written comments and/or requests for public hearing are accepted.

27 (2) For outdoor advertising signs, if satisfactory documentary evidence described in
28 Section 27-244(b)(2)(E) is received the Planning Board's authorized representative shall
29 recommend certification of the use as nonconforming for the purpose of issuing applicable
30 permits and certifying the use as nonconforming. This recommendation shall not be made prior
31 to the specified date on which written comments and/or requests for public hearing are accepted.

32 [(2)] (3) Following a recommendation of certification of the use as nonconforming, the

1 Planning Board's authorized representative shall notify the District Council of the
2 recommendation.

3 [(3)] (4) If the District Council does not elect to review the recommendation within
4 thirty (30) days of receipt of the recommendation as authorized by Subsection (e), below, the
5 representative shall certify the use as nonconforming.

6 [(4)] (5) Subsections [(2)] (3) and [(3)] (4), above, and Subsection (e), below, shall not
7 apply to uses that, with the exception of parking in accordance with Section 27-549, occur solely
8 within an enclosed building.

9 * * * * *

10 **SUBTITLE 27. ZONING.**

11 **PART 4. SPECIAL EXCEPTIONS.**

12 **DIVISION 3. ADDITIONAL REQUIREMENTS FOR SPECIFIC SPECIAL**
13 **EXCEPTIONS.**

14 **Sec. 27-384. Nonconforming buildings, structures, and uses; alteration, enlargement,**
15 **extension, or reconstruction.**

16 (a) The alteration, enlargement, extension, or reconstruction of any nonconforming
17 building or structure, or certified nonconforming use (except those certified nonconforming uses
18 not involving buildings, those within the Chesapeake Bay Critical Area Overlay Zones as
19 specified in paragraph 7, below, unless otherwise provided, and except for outdoor advertising
20 signs, may be permitted subject to the following:

21 * * * * *

22 **SUBTITLE 27. ZONING.**

23 **PART 12. SIGNS.**

24 **DIVISION 1. GENERAL**

25 **Sec. 27-592. Illumination.**

26 (a) The light from any illuminated sign shall be shaded, shielded, or directed so that the
27 light intensity does not adversely affect surrounding areas.

28 (b) Signs which flash or blink, or which have varying intensity of illumination on less than
29 a five (5) second cycle, are prohibited.

30 (c) The illumination or glare from a sign shall not shine directly onto a street so as to
31 constitute a hazard to motorists.

(d) In the I-3 Zone, the exterior spotlighting of signs is allowed, provided the lighting is directed only to the sign.

(e) Notwithstanding the requirements of this section, Digital Billboards shall be subject to the illumination standards in Section 27-630.03 below.

Sec. 27-593. Prohibited signs.

(a) The following signs are prohibited:

* * * * *

(13) Outdoor advertising signs (billboards) [.] , except those nonconforming outdoor advertising signs certified pursuant to Section 27-244(b) (E).

SUBTITLE 27. ZONING.

PART 12. SIGNS.

DIVISION 2. ADMINISTRATION.

SUBDIVISION 2. NONCONFORMING USE SIGNS AND NONCONFORMING SIGNS.

Sec. 27-606. Alteration.

(a) Applicability.

* * * * *

(2) Other nonconforming signs (including [o]Outdoor [a]Advertising [s]Signs) may be maintained, structurally altered, repaired, replaced, or relocated in conformance with Part 3, Division 6.

* * * * *

SECTION 2. BE IT FURTHER ENACTED by the County Council of Prince George's County, Maryland, sitting as the District Council for that part of the Maryland-Washington Regional District in Prince George's County, Maryland, that Section 27-630.03 of the Zoning Ordinance of Prince George's County, Maryland, being also Subtitle 27 of the Prince George's County Code, be and the same is hereby added:

SUBTITLE 27. ZONING.

PART 12. SIGNS.

DIVISION 3. DESIGN STANDARDS.

SUBDIVISION 2. SIGNS FOR SPECIFIC USES.

Sec. 27-630.03. Digital Billboards.

(a) Digital Billboards are allowed in non-residential zones subject to the following requirements:

1 (1) Minimum display time. Each message on the sign must be displayed a minimum of
2 six (6) seconds.

3 (2) Digital Billboards shall not operate at brightness levels of more than 0.3 foot
4 candles above ambient light, as measured using a foot candle meter at a pre-set distance.

5 (3) Pre-set distances to measure the impact of foot candles vary by size and viewing
6 distance. Measurement distance criteria:

| <u>Display Size</u> | <u>Measurement</u> |
|---------------------|--------------------|
| <u>12'x 25'</u> | <u>150'</u> |
| <u>10'6'x 36'</u> | <u>200'</u> |
| <u>14'x 48'</u> | <u>250'</u> |

7 (4) Each display must have a light sensing device to adjust the brightness as ambient
8 light conditions change.

9 (b) The technology currently used for digital billboards is LED (light emitting diode), but
10 alternate, preferred and superior technology may be available in the future. Any other technology
11 that operates under the maximum brightness stated in (2) above may be permitted upon review
12 and approval by the Building Official.

13 (c) The main display area of the sign shall be not more than six hundred seventy-five (675)
14 square feet, excluding cabinetry or trim.

15 (d) Notwithstanding any other provisions of this Subtitle, Digital Billboards shall have a
16 minimum front setback of ten (10) feet from the property line, a minimum side setback of five
17 (5) feet from the property line and be located within fifteen (15) feet of the previous billboard's
18 location.

19 (e) No Digital Billboard shall be located within five hundred (500) feet of an existing
20 outdoor advertising sign.

21 (f) No Digital Billboard shall be located where it prevents a motorist from having an
22 unobstructed view of official traffic signs or controls, and approaching or merging traffic.

23 (g) The height of the Digital Billboard shall be not more than forty-five (45) feet above the
24 finished grade at the base of the sign, or with respect to signs oriented toward an abutting
25 elevated street, not more than forty-five (45) feet above the pavement of that street, whichever is
26 greater.

27 (h) If the Digital Billboard becomes obstructed from view on the abutting street it is
28 oriented toward, the permit may be revised by applying to the Department of Permitting,

1 Inspections, and Enforcement (DPIE). If DPIE finds that the existing outdoor advertising sign is
 2 higher than forty-five (45) feet or that the Digital Billboard is obstructed from view, the height
 3 limit may be raised to fifty-five (55) feet above the finished grade at the base of the sign, or to
 4 fifty (50) feet above the pavement of the abutting elevated street, whichever is greater.

5 (i) If, at the time of application for the sign permit, a building permit has been issued for an
 6 adjacent property which would cause an obstruction of the proposed Digital Billboard, the height
 7 of the Digital Billboard may be increased, with the permission of DPIE, not to exceed the
 8 applicable increased height limit specified in Paragraph (g), above.

9 (j) Digital Billboards shall also conform to all applicable State and Federal regulations.

10 (k) The landscaping and screening provisions of Parts 6 and 7 shall not apply to a lot or
 11 parcel solely occupied by a Digital Billboard. Landscaping shall be provided around the base of
 12 the sign in accordance with the provisions of the Landscape Manual.

13 (l) Owners of Digital Billboards may remove the digital units from the billboard's
 14 supporting structure. During the temporary (not exceeding one (1) year) periods where there are
 15 no digital units, the sign owner shall be permitted to operate the sign faces as traditional, static
 16 type.

17 SECTION 3. BE IT FURTHER ENACTED that applications for the certification of
 18 outdoor advertising signs in existence as of January 1, 2002 shall be filed no later than
 19 December 31, 2021.

20 SECTION 4. BE IT FURTHER ENACTED that the provisions of this Ordinance are
 21 hereby declared to be severable; and, in the event that any section, subsection, paragraph,
 22 subparagraph, sentence, clause, phrase, or word of this Ordinance is declared invalid or
 23 unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall
 24 not affect the remaining words, phrases, clauses, sentences, subparagraphs, paragraphs,
 25 subsections, or sections of this Ordinance, since the same would have been enacted without the
 26 incorporation in this Ordinance of any such invalid or unconstitutional word, phrase, clause,
 27 sentence, subparagraph, subsection, or section.

28 SECTION 5. BE IT FURTHER ENACTED that this Ordinance shall take effect forty-five
 29 (45) calendar days after its adoption.

Adopted this ____ day of _____, 2016.

COUNTY COUNCIL OF PRINCE GEORGE'S
COUNTY, MARYLAND, SITTING AS THE
DISTRICT COUNCIL FOR THAT PART OF
THE MARYLAND-WASHINGTON REGIONAL
DISTRICT IN PRINCE GEORGE'S COUNTY,
MARYLAND

BY: _____
Derrick Leon Davis
Chairman

ATTEST:

Redis C. Floyd
Clerk of the Council

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

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

16-0-09

Lower Homestead Tax Credit Rate

Introduction

**CITY OF COLLEGE PARK, MARYLAND
REGULAR COUNCIL MEETING AGENDA ITEM**



AGENDA ITEM NUMBER 16-O-09

Prepared By: Leo Thomas
Deputy Director of Finance

Meeting Date: October 11, 2016

Presented By: Gary Fields
Director of Finance

Consent Agenda: No

Originating Department: Finance

Action Requested: Consideration of a change to the City's Homestead Tax Credit Rate.

Strategic Plan Goal: Goal 6: Excellent Services

Background/Justification:

At the October 4, 2016 Worksession, Council discussed this item and staff provided cost estimates for lowering the City's Homestead Tax Credit Rate from its current rate of 4% to various lower rates. Councilmember Brennan recommended keeping the rate at 4%. Councilmember Nagle suggested that the City reduce the rate from 4% to 2%. Councilmember Cook was also in favor of the reduction to 2%.

It is estimated by the State Department of Assessments and Taxation (SDAT) that the City's FY 2018 Homestead Tax Credit will total \$236,995 at the City's current rate of 4% (this is a reduction from the tax revenue that the City would receive if there was no Homestead Tax Credit). That reduction of tax revenue to the City provides an average annual savings of \$121 to the 1,951 eligible owner-occupied homes in the City.

Section 9-105 (e) (4) of the Tax-Property Article of the Maryland Annotated Code establishes the deadline of November 25th for municipal corporations to set or alter their Homestead Credit, as well as notify SDAT of any change, for the taxable year beginning the following July 1st.

Fiscal Impact:

The additional cost (revenue reduction) resulting from lowering the City's Homestead Tax Credit Rate from 4% to 2% would be \$29,882. This would be reflected as a reduction to real property taxes in the FY 2018 Adopted Operating Budget. Future fiscal years would have a similar reduction in real property taxes as long as the rate remained at 2%.

Additional information has been added to the attached projection.

Council Options:

- Option #1: Introduce Ordinance 16-O-09, which reduces the City's Homestead Tax Credit Rate from 4% to 2%.
- Option #2: Introduce Ordinance 16-O-09, which reduces the City's Homestead Tax Credit Rate from 4% to a different rate.
- Option #3: Take no action, which would leave the Homestead Tax Credit Rate at 4%

Staff Recommendation:

Option #3.

Recommended Motion:

None.

Attachments:

1. October 4, 2016 Worksession Cover Sheet.
2. Projected Homestead Tax Credit Rate Options schedule prepared by Leo Thomas, based on the Maryland Department of Assessments and Taxation, Homestead Projection Report.
3. Ordinance 16-O-09

**CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM**



Prepared By: Leo Thomas
Deputy Director of Finance

Meeting Date: October 4, 2016

Presented By: Leo Thomas
Deputy Director of Finance
and
Gary Fields
Director of Finance

Proposed Consent Agenda: No

Originating Department: Finance

Issue Before Council: Discussion/Decision on whether to change the City's Homestead Tax Credit Rate

Strategic Plan Goal: Goal 6: Excellent Services

Background/Justification:

Council has requested a further review of the City's Homestead Tax Credit Rate for FY 2018 and will consider changing the rate for FY 2018. At the September 6, 2016 Worksession, Council had the initial review of the City's Homestead Tax Credit Rate for FY 2018 and requested that Finance staff obtain information pertaining to the potential cost to the City resulting from decreasing the City's Homestead Tax Credit Rate.

The Homestead Tax Credit Rate is a percentage rate limiting the increase in real property assessment from one fiscal year to the next year, applicable only for owner-occupied residential properties. The State, County and City may have different rates, ranging from 0% to 10%.

Fiscal Impact:

See attached "Projected Homestead Tax Credit Rate Options for FY 2018". There is a potential for revenue reduction from \$-0- (no change to the rate) to \$60,864 (rate reduced to 0%) for FY 2018.

Council Options:

- #1: Maintain the City's Homestead Tax Credit Rate at the current rate of 4%.
- #2: Propose a change in the City's Homestead Tax Credit Rate for FY 2018 to any other rate from 0% to 10%.

Staff Recommendation:

Staff recommends the City's Homestead Tax Credit Rate be left unchanged, at 4%, for FY 2018

Recommended Motion:

None

Attachments:

Projected Homestead Tax Credit Rate Options schedule prepared by Leo Thomas, based on the Maryland Department of Assessments and Taxation, Homestead Projection Report prepared September 8, 2016.

CITY OF COLLEGE PARK
Projected Homestead Tax Credit Rate Options for FY2018
(SDAT estimates as of 09/08/16)

| | Projected FY18 Taxable Base (a) | Projected FY18 Homestead Tax Credit (a) | City Tax Rate Per \$100 | Total Property Tax Reduction From HTC (b) | Reduction In Tax By Decreasing HTC Rate by 1% | Cumulative Tax Decrease At Listed Rate | Number Of Applicable Accounts | Average Additional Savings Per Applicable Acct. (over current 4%) |
|-----------------------------------|---|---|-------------------------------|---|---|--|-------------------------------------|---|
| <u>Homestead Tax Credit Rate:</u> | | | | | | | | |
| 4% | \$ 2,680,280,151 | \$ 70,744,773 | \$ 0.335 | \$ 236,995 | Base | Base | 1,951 | \$ - |
| 3% | \$ 2,680,280,151 | \$ 75,129,280 | \$ 0.335 | \$ 251,683 | \$ (14,688) | \$ (14,688) | 2,040 | \$ 7.20 |
| 2% | \$ 2,680,280,151 | \$ 79,664,757 | \$ 0.335 | \$ 266,877 | \$ (15,194) | \$ (29,882) | 2,072 | \$ 14.42 |
| 1% | \$ 2,680,280,151 | \$ 84,269,096 | \$ 0.335 | \$ 282,301 | \$ (15,424) | \$ (45,306) | 2,093 | \$ 21.65 |
| 0% | \$ 2,680,280,151 | \$ 88,913,231 | \$ 0.335 | \$ 297,859 | \$ (15,558) | \$ (60,864) | 2,125 | \$ 28.64 |

(a) these 2 columns are provided by SDAT - the City has no control over these projections. The 2nd column is the projected reduction in the Taxable Base as a result of the Homestead Tax Credit. It does not equal the Credit rate x the projected taxable base because it only reflects those properties that are eligible for the Credit (ie, Residential Owner Occupied Property).

(b) The Tax Reduction from HTC is the total property tax revenue that the City foregoes, or would forego, as a result of the Homestead Tax Credit. Following are example calculations for the 4% and 2% Homestead Tax Credit rates:

| | No HTC | 4% HTC | 2% HTC |
|---------------------------------|------------------|------------------|--------------------|
| Projected FY 18 Taxable Base | \$ 2,680,280,151 | \$ 2,680,280,151 | \$ 2,680,280,151 |
| Less Reduction for HTC | 0 | (70,744,773) | (79,664,757) |
| Tax. Value Adj for HTC | 2,680,280,151 | 2,609,535,378 | 2,600,615,394 |
| Divide by | 100 | 100 | 100 |
| Taxable Value per \$100 | 26,802,802 | 26,095,354 | 26,006,154 |
| Current Tax Rate per \$100 | \$ 0.335 | \$ 0.335 | \$ 0.335 |
| Projected Prop. Tax Revenue | 8,978,939 | 8,741,944 | 8,712,062 |
| Difference from Tax with No HTC | | 236,995 | 266,877 (b) |

ORDINANCE
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, MARYLAND,
AMENDING CHAPTER 175 “TAXATION”, ARTICLE II “HOMESTEAD PROPERTY
TAX CREDIT”, BY REPEALING AND REENACTING §175-3 “RATE”, TO CHANGE
THE HOMESTEAD PROPERTY TAX CREDIT RATE FROM 104% TO 102%.

WHEREAS, Section 9-105(e) of the Tax-Property Article of the Annotated Code of Maryland, provides that on or before November 25th of any year, the governing body of a municipal corporation may set or alter a homestead credit percentage for the taxable year beginning the following July 1 and any subsequent tax years; and

WHEREAS, Section 9-105 of the Tax-Property Article, Annotated Code of Maryland, allows the City to establish a homestead property tax credit percentage for the City property tax for each taxable year under certain circumstances; and

WHEREAS, State law further provides that if the City does not set a rate, by law, as required, that the percentage shall be the percentage as previously set by the City of College Park; and

WHEREAS, the Homestead Property Tax Rate in the City is currently 104%; and

WHEREAS, the Mayor and City Council have determined that the homestead property tax credit beginning July 1, 2017 and subsequent tax years shall be 102%; and

WHEREAS, pursuant to Section 9-105(e) of the Tax-Property Article of the Annotated Code of Maryland, municipal corporations must notify the State Department of Assessments and Taxation of any action taken on or before November 25 preceding the taxable year for which action is taken.

CAPS
 [Brackets]
 Asterisks * * *

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

Section 1. NOW THEREFORE, BE IT ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland that Chapter 175 “Taxation”, Article II “Homestead Property Tax Credit” §175-3, “Rate” be and is hereby repealed and reenacted with amendments as follows:

§175-3 Rate.

The homestead property tax credit for city tax purposes is set at [~~104~~] 102%.

Section 2. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that, upon formal introduction of this proposed Ordinance, which shall be by way of a motion duly seconded and without any further vote, the City Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the City Clerk and shall post at City Hall, to the official City website, to the City-maintained e-mail LISTSERV, and on the City cable channel, and if time permits, in any City newsletter, the proposed ordinance or a fair summary thereof together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council.

The public hearing, hereby set for _____ P.M. on the _____ day of _____, 2016, shall follow the publication by at least seven (7) days, may be held separately or in connection with a regular or special Council meeting and may be adjourned from time to time. All persons interested shall have an opportunity to be heard.

After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it. This Ordinance shall become effective on _____, 2016 provided that, as soon as practicable after adoption, the City Clerk shall post a fair summary of the Ordinance and notice of its adoption at City Hall, to the official City website, to the City-maintained e-mail LISTSERV, on the City cable channel, and in any City newsletter.

INTRODUCED by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the _____ day of _____ 2016.

ADOPTED by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the _____ day of _____ 2016.

EFFECTIVE the ____ day of _____, 2016.

ATTEST:

CITY OF COLLEGE PARK

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

By: _____
Patrick L. Wojahn, Mayor

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

Suellen M. Ferguson, City Attorney

WORKSESSION

UMD Parking Reductions



**CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM**

Prepared By: R. W. Ryan
Public Services Director

Meeting Date: October 11, 2016

Presented By: J. David Allen, Executive Director
UMD Dept. of Transportation Services

Proposed Consent Agenda: No

Originating Department: Mayor and Council

Issue Before Council: Review future UMD plans to reduce on-campus parking space, and consider the potential impact on City neighborhoods.

Strategic Plan Goal: Goal 4: Quality Infrastructure

Background/Justification:

Councilmember Nagle has requested a presentation by UMD staff and discussion of future on-campus parking plans, and the potential impact on City neighborhoods. Mr. J. David Allen, has accepted an invitation to meet with the Council at a special Worksession on October 11, 2016.

Fiscal Impact:

TBD – future Council decisions may include establishing additional parking restrictions and enforcement in City neighborhoods.

Council Options:

N/A – This is a discussion item.

Staff Recommendation:

N/A

Recommended Motion:

N/A

Attachments:

1. UMD Parking Outlook 2015-2018

UNIVERSITY OF MARYLAND

2015-2018

PARKING OUTLOOK

Over the next few years, UMD is going to see some exciting new additions that will change the face of the campus. These changes will have an impact on many parking lots and there will be a significant loss of available parking.



SPRING 2015

18,874 PARKING SPACES ON CAMPUS



BIOENGINEERING A. JAMES CLARK HALL
 •New engineering & biomedical technologies
 •Accelerate advancements in human health
 •State of the art labs & project spaces

Lots Impacted | Paint Branch Visitor Lot
 Spaces Lost | 192



HOTEL AT UMD
 •4-Star hotel
 •Encourage redevelopment of College Park
 •Rooftop banquet facility overlooking campus

Lots Impacted | K*1, K*2, K*3
 Spaces Lost | 61

FALL 2015

18,621 PARKING SPACES ON CAMPUS



UTILITY PROJECT
 •Improve utility connections in central campus

Lots Impacted | HH1
 Spaces Lost | 63

SPRING 2016

18,558 PARKING SPACES ON CAMPUS



HUMAN PERFORMANCE & ACADEMIC RESEARCH FACILITY - PHASE 1
 •Two turf fields for intramural sports
 •Home of school for innovative diagnostics
 •Research treatments of brain injuries

Lots Impacted | WW
 Total Spaces Lost | 20

FALL 2016

18,538 PARKING SPACES ON CAMPUS



TENNIS COURT RELOCATION
 •8 New tennis courts
 •Located behind the Eppley Rec Center

Lots Impacted | Lot 2 Visitor
 Spaces Lost | 360



BRENDAN IRIBE CENTER FOR COMPUTER SCIENCE & INNOVATION
 •World-class computer science classrooms
 •Interactive, collaborative and active learning
 •Cutting-edge work in virtual reality

Lots Affected | GG1
 Spaces Lost | 352

SPRING 2017

17,826 PARKING SPACES ON CAMPUS



INNOVATION DISTRICT
 •Create vibrant mixed-use community
 •Spawn innovation and economic development
 •Improve civic quality of Baltimore Avenue

Lots Impacted | 7
 Spaces Lost | 125



HUMAN PERFORMANCE & ACADEMIC RESEARCH FACILITY - PHASE 2
 •Dynamic indoor football practice
 •Strength & Conditioning facilities
 •Meeting rooms & offices

Lots Impacted | 1, Z
 Spaces Lost | 964

This project timeline is particularly fluid. Please check www.transportation.umd.edu for current status.

FALL 2018

16,737 PARKING SPACES ON CAMPUS



PURPLE LINE
 •3 Stops on campus
 •61,000 Average weekday trips
 •130,000 Jobs reachable by this line

Lots Impacted | 1d, 1b, JJ3, Z, C1, J2, K2
 Spaces Lost | 550



INNOVATION DISTRICT - PHASE 2
 •Create vibrant mixed-use community
 •Spawn innovation and economic development
 •Improve civic quality of Baltimore Avenue

Lots Impacted | 7
 Spaces Lost | 438

Red areas on the map represent the parking lots impacted by additions to campus.



NUMBER OF PARKING SPACES IN 2015:

18,874

NUMBER OF PARKING SPACES AFTER 2018:

15,749

TOTAL NUMBER OF PARKING SPACES LOST: 3,125

Due to these changes, students and faculty may need to consider alternative methods of transportation.



SHUTTLE-UM

Serves over 3.3 million riders a year and is free to the UMD community. Route 104 runs every 5 minutes from campus to College Park metro during peak commute hours.



PUBLIC TRANSPORTATION

There are a variety of transit options that connect to campus: metroRail, MetroBus, commuter buses, local buses and the MARC train.



RIDESHARE-UM

It's easy to find a carpool or vanpool match. Plus discounted parking and guaranteed ride home program will get you home in case of emergency.



BIKE-UMD

Biking is a healthy, cost-effective and fun way for students, faculty, staff and visitors to get to and around campus.

Item #3

| Project | Construction Timing | Net Lost Parking Spaces | Net Parking Buffer |
|-------------------------------|---------------------|-------------------------|--------------------|
| Spring 2015 | | | 1650 |
| A. James Clark | Fall 2015 | (233) | 1417 |
| Iribe Center | Fall 2016 | (352) | 1065 |
| Tennis Court Replacement | Fall 2017 | (360) | 705 |
| Resident Freshman Reduction | Fall 2017 | 407 | 1112 |
| Resident Sophomore Reduction | Fall 2017 | 656 | 1768 |
| Purple Line | Fall 2017 | (550) | 1218 |
| Cole Expansion | Fall 2017 | (964) | 254 |
| Innovation District | Fall 2017 | (125) | 129 |
| Hotel Site Additional Parking | Fall 2017 | 200 | 329 |
| School of Public Policy | Fall 2018 | (122) | 207 |
| Total | | (1321) | 207 |

WORKSESSION

City Legislative Priorities

MEMORANDUM

To: Mayor Patrick Wojahn and City Council
From: Bill Gardiner, Assistant City Manager
Through: Scott Somers, City Manager
Re: Discussion of Possible Legislative Issues for December 5th Legislative Dinner and the 2017 Maryland Legislative Session
Date: October 7, 2016

Issue:

The 2016 College Park Legislative Dinner will be held at the University of Maryland Golf Course clubhouse on Monday, December 5th. The City hosts the legislative dinner in the fall primarily to outline the City's legislative priorities for the upcoming General Assembly session and to discuss issues with our State and County elected officials. Representatives from the University of Maryland and MML are also invited, and in recent years the City has invited Board of Education and federal elected officials. The Council should confirm the invitations for the dinner and identify what topics it wishes to discuss with the attendees.

Summary:

The legislative dinner has been a forum for the City Council to present to State elected officials the City's legislative priorities for the upcoming General Assembly session, and for these officials to respond to the City's priorities. It is also an opportunity to make our elected officials aware of the City's accomplishments, vision, and plans, and to ask for their continued support for College Park.

In recent years, the City has not had specific priorities for the legislators to consider, but has asked for State, County, and Federal support for the following three items:

- Reconstruction of Baltimore Avenue;
- Continued funding of federal and University research; and
- Funding to rebuild infrastructure in commercial areas.

Subsequent to the dinner the City has submitted specific legislative requests and has commented on various bills in the General Assembly.

Recommendation:

Staff requests that Council:

1. Discuss legislative priorities or other topics it wishes to present during the dinner
2. Confirm the representatives it wishes to invite
3. Discuss other aspects of the program it wishes to consider

Staff is available to provide research assistance and bring proposed priorities to a future Council Worksession. The City's agenda for the meeting should be confirmed by mid-November.