



OCTOBER 14, 2014
CITY OF COLLEGE PARK
COUNCIL CHAMBERS

7:25 P.M.
PUBLIC HEARING 14-O-10

Ordinance Of The Mayor And Council Of The City Of College Park, Amending The College Park Code By Repealing Chapter 15, "Boards, Commissions And Committees", Article IX, "Rent Stabilization Board", §§15-39 Through 15-54, And Chapter 127 "Rent Stabilization", §§127-1 Through 127-13, In Their Entirety; And By Repealing An Re-Enacting Chapter 110, "Fees And Penalties", §110-1, "Fees And Interests" And §110-2, "Penalties", To Delete Those Sections That Comprise The Rent Stabilization Law

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

MEDITATION

PLEDGE OF ALLEGIANCE: Councilmember Day

ROLL CALL

MINUTES: September 16, 2014 Special Session; September 23, 2014 Regular Meeting; confidential minutes of the September 23 Executive Session.

ANNOUNCEMENTS

ACKNOWLEDGMENT OF DIGNITARIES

ACKNOWLEDGMENT OF NEWLY APPOINTED BOARD AND COMMITTEE MEMBERS:

AWARDS

PROCLAMATIONS

AMENDMENTS TO THE AGENDA

CITY MANAGER'S REPORT: Joe Nagro

STUDENT LIAISON'S REPORT: Cole Holocker

COMMENTS FROM THE AUDIENCE ON NON-AGENDA ITEMS

PRESENTATIONS

CONSENT AGENDA

- 14-G-98 Approval of a Letter to SHA indicating that the City is interested in assuming maintenance of an SHA designed/built retaining wall at the corner of US Route 1 @ Erie Street
- 14-G-99 Approval of an amendment to the City Manager's Employment Agreement
- 14-G-100 Approval of a Letter with City comments on the MDOT Draft FY 2015-2020 Consolidated Transportation Program
- 14-G-101 Approval of a Letter to M-NCPPC requesting information about the status of the tree work conducted near the College Park Airport
- 14-R-32 Approval Of A Resolution Of The Mayor And Council Of The City Of College Park, Maryland In Support Of The United States Environmental Protection Agency And Army Corps Of Engineers' Proposed Definition Of "Waters Of The United States" Under The Clean Water Act
- 14-G-107 Approval of a Field Use Request by Open Bible Deaf Church for use of parking area and restrooms at Duvall Field on Saturday, October 18, 2014

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

ACTION ITEMS

- 14-O-10 Adoption of 14-O-10, An Ordinance Of The Mayor And Council Of The City Of College Park, Amending The College Park Code By Repealing Chapter 15, "Boards, Commissions And Committees", Article IX, "Rent Stabilization Board", §§15-39 Through 15-54, And Chapter 127 "Rent Stabilization", §§127-1 Through 127-13, In Their Entirety; And By Repealing An Re-Enacting Chapter 110, "Fees And Penalties", §110-1, "Fees And Interests" And §110-2, "Penalties", To Delete Those Sections That Comprise The Rent Stabilization Law
- 14-G-103 Approval of letter of support of a College Park City-University Partnership Pre-K through elementary school proposal
- 14-G-104 Motion to voice no objection to application for a Class B, Beer, Wine and Liquor License, to support an exemption from the Special Entertainment Permit requirement, for Ben and Brian Games, LLC, t/a The Board and Brew, 8150 Baltimore Ave., College Park, subject to applicant entering into an amended Property Use Agreement with the City in substantially the form attached, authorization for City Manager to sign PUA and staff to testify at BOLC hearing

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

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

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

14-G-102 Approval of a Letter to M-NCPPC with City comments on the FY '16 Park and Planning Budget

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

14-G-105 Award of Contract in substantially the form attached for Hollywood Commercial District Streetscape Conceptual Design Plan to Flaura Teeter Landscape Architects in an amount not to exceed \$32,000, and authorize the City Manager to sign the Contract (Requires a Super Majority)

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

14-G-106 Appointments to Boards and Committees

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

COUNCIL COMMENTS

COMMENTS FROM THE AUDIENCE

ADJOURN

INFORMATION/STATUS REPORT

None.

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

**PUBLIC
HEARING
14-0-10**



**NOTICE OF PUBLIC HEARING
ORDINANCE 14-O-10
TUESDAY, OCTOBER 14, 2014
2ND FLOOR COUNCIL CHAMBERS
CITY HALL, 4500 KNOX ROAD
7:25 P.M.**

An Ordinance of the Mayor and Council of the City of College Park, Amending the College Park Code by Repealing Chapter 15, "Boards, Commissions and Committees", Article IX, "Rent Stabilization Board", §§15-39 Through 15-54, and Chapter 127 "Rent Stabilization", §§127-1 Through 127-13, In Their Entirety; and By Repealing and Re-Enacting Chapter 110, "Fees and Penalties", §110-1, "Fees and Interests" and §110-2, "Penalties", to Delete Those Sections That Comprise The Rent Stabilization Law

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

Bulletin Board
Cable
website } Posted
9-10-2014



CITY OF COLLEGE PARK MUNICIPAL SCENE

4500 KNOX ROAD, COLLEGE PARK, MARYLAND 20740 • 240-487-3500
www.collegeparkmd.gov

September 25, 2014

City Hall Bulletin Board

MAYOR AND COUNCIL MEETINGS

NOTICE OF PUBLIC HEARING
ORDINANCE 14-0-10
TUESDAY, OCTOBER 14, 2014 - 7:25 P.M.
CITY HALL, 2ND FLOOR COUNCIL CHAMBERS
4500 KNOX ROAD, COLLEGE PARK

An Ordinance of the Mayor and Council of the City of College Park, Amending the College Park Code by Repealing Chapter 15, "Boards, Commissions and Committees", Article IX, "Rent Stabilization Board", §§15-39 Through 15-54, and Chapter 127 "Rent Stabilization", §§127-1 Through 127-13, In Their Entirety; and By Repealing and Re-Enacting Chapter 110, "Fees and Penalties", §110-1, "Fees and Interests" and §110-2, "Penalties", to Delete Those Sections That Comprise The Rent Stabilization Law.

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Around Town!

COLLEGE PARK DAY

From The Public Works Dept...
9217 51st Avenue 240-487-3590
publicworks@collegeparkmd.gov

RESIDENT INFORMATION PACKETS

The City recently completed door-to-door distribution of the Resident Information Guide. We have also delivered it to City Departments and Services. This handy guide is the go-to source of information on City services. If you did not receive this Guide, please contact Public Works at 240-487-3590 or email publicworks@collegeparkmd.gov. You can also download an electronic version by going to our website www.collegeparkmd.gov, and under the government tab select public works and a link to the guide is there.

OCTOBER CLEANUP SATURDAYS OCTOBER 11 AND 18, 2014* - 7:30 A.M. TO 12:00 P.M.

OTHER FREQUENTLY CALLED NUMBERS

EMERGENCY: FIRE-AMBULANCE-POLICE	911
NON-EMERGENCY POLICE SERVICES	
Prince George's Co. Police (Hyattsville Station).....	301-699-2630
Prince George's Co. Police Non-Emergency Svcs.....	301-352-1200
Prince George's Co. Park Police.....	301-459-9088
State Police (College Park Barrack).....	301-345-3101
University of Maryland Police.....	301-405-3555
College Park Community Center.....	301-441-2647
5051 Pierce Avenue, College Park	
Branchville Vol. Fire & Rescue Squad.....	301-474-1550
4905 Branchville Road, College Park www.bvfc11.com	
College Park Vol. Fire Department.....	301-901-9112
8115 Baltimore Avenue, College Park www.cpvfd.org	
PEPCO - Power Outages, Lines Down.....	1-877-737-2662
WSSC: Water Mains.....	301-206-4002
Prince George's County Storm Drains.....	301-499-8523

✂ CLIP AND SAVE



CITGE PARK MUSCENE

4500 KNOX AND 20740 • 240-487-3500

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October 9, 2014

City Hall Bulletin Board

NOTICE OF PUBLIC HEARING ORDINANCE 14-O-10

TUESDAY, OCTOBER 14, 2014 - 7:25 P.M.
CITY HALL, 2ND FLOOR COUNCIL CHAMBERS
4500 KNOX ROAD, COLLEGE PARK

An Ordinance of the Mayor and Council of the City of College Park, Amending the College Park Code by Repealing Chapter 15, "Boards, Commissions and Committees", Article IX, "Rent Stabilization Board", §§15-39 Through 15-54, and Chapter 127 "Rent Stabilization", §§127-1 Through 127-13, In Their Entirety, and By Repealing and Re-Enacting Chapter 110, "Fees and Penalties", §110-1, "Fees and Interests" and §110-2, "Penalties", to Delete Those Sections That Comprise The Rent Stabilization Law.

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Around Town!

COMMUNITY PERMACULTURE PROJECT
OCTOBER 11, 2014 - 9:00 A.M.-1:00 P.M.
(RAIN DATE: OCTOBER 18)
GREENBELT ROAD & RHODE ISLAND AVENUE IN BERWYN



OCTOBER CLEANUP SATURDAYS

CLIP AND SAVE

COLLEGE PARK DIRECTORY

A	City of College Park Main Number	240-487-3500
	CITY HALL, 4500 Knox Road, College Park, MD 20740	
	Hours: M-F 8am-7pm; Sat. 1-5pm; Sun - Closed	
	City Hall Departments	
	City Manager/City Clerk.....	240-487-3501
	City FAX Number.....	301-699-8029
	Finance.....	240-487-3509
	Human Resources.....	240-487-3533
	Parking Enforcement Div. (M-F 8am-10pm/Sat. 1-7pm).....	240-487-3520
	Planning/Economic Development.....	240-487-3538
E	Housing Authority (Attick Towers) 9014 R.I. Ave.....	301-345-3600
	Public Services Department , 4601A Calvert Rd.....	240-487-3570
	<i>Animal Control, Code Enforcement, Public Safety and Recreation, Parking Enforcement is at City Hall.</i>	
	24 Hour Hotline.....	240-487-3588
	<i>For Urgent Code Enforcement, Noise Control, Animal Control Issues:</i>	
E	Public Works Department , 9217 51st Ave.....	240-487-3590
	<i>Trash Collection, Recycling and Special Pick-ups:</i>	
	Senior Program (Attick Towers) 9014 R.I. Ave.....	301-345-8100
	Youth and Family Services , 4912 Nantucket Rd.....	240-487-3550
	Drop-In Recreation Center.....	301-345-4425
F	MAYOR AND COUNCIL	
	<i>Mayor Andrew M. Fellows</i>	
	5807 Bryn Mawr Road.....	301-441-8141
	<i>Councilmember Fazlul Kabir (District 1)</i>	
	9817 53rd Avenue.....	301-659-6295
	<i>Councilmember Patrick L. Wojahn (District 1)</i>	
	5015 Lackawanna Street.....	240-988-7763
S	<i>Councilmember P.J. Brennan (District 2)</i>	
7	4500 Knox Road.....	301-220-1640
S	<i>Councilmember Monroe S. Dennis (District 2)</i>	

ORDINANCE
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, AMENDING
THE COLLEGE PARK CODE BY REPEALING CHAPTER 15, "BOARDS,
COMMISSIONS AND COMMITTEES", ARTICLE IX, "RENT STABILIZATION
BOARD", §§15-39 THROUGH 15-54, AND CHAPTER 127 "RENT STABILIZATION",
§§127-1 THROUGH 127-13, IN THEIR ENTIRETY; AND BY REPEALING AN RE-
ENACTING CHAPTER 110, "FEES AND PENALTIES", §110-1, "FEES AND
INTERESTS" AND §110-2, "PENALTIES", TO DELETE THOSE SECTIONS THAT
COMPRISE THE RENT STABILIZATION LAW

WHEREAS, pursuant to §5-201 *et seq.* of the Local Government Article, Annotated Code of Maryland, the City of College Park (hereinafter, the "City") has the power to adopt such ordinances as it deems necessary to protect the health, safety and welfare of the citizens of the municipality and to prevent and remove nuisances; and

WHEREAS, the City adopted a Rent Stabilization law, a Rent Stabilization Board to administer the law, and has provided for a rent stabilization application fee and fines for violation of the law; and

WHEREAS, the Mayor and Council have determined that it is appropriate to allow the Rent Stabilization law to sunset on September 1, 2014; and

WHEREAS, as a result, Chapter 15, "Boards, Commissions and Committees", §§15-39 through 15-54, which established the Rent Stabilization Board to administer the Rent Stabilization law and Chapter 127, "Rent Stabilization", §§127-1 through 127-13, which established the Rent Stabilization law, should be deleted in their entirety as no longer necessary; and Chapter 110, "Fees and Penalties", §110-1, "Fees and Interests" and §110-2, "Penalties" should be repealed and re-enacted to remove reference to application fees and violations of Chapter 127.

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 15, “Boards, Commissions and Committees”, Article IX, “Rent Stabilization Board”, §§15-39 through 15-54, be and are hereby repealed in their entirety.

Section 2. BE IT FURTHER ORDAINED AND ENACTED, that Chapter 127, “Rent Stabilization”, and §§127-1 through 127-13, be, and are hereby repealed in their entirety.

Section 3. BE IT FURTHER ORDAINED AND ENACTED, that Chapter 110, “Fees and Penalties”, §110-1, “Fees and interests”, be, and is hereby, repealed, reenacted and amended to read as follows:

§110-1 Fees and interests.

The following enumerations are the current fees, rates, charges and interests applicable in the City of College Park:

Chapter/Section	Description	Fee/Interest
	* * *	
[Ch. 127 , Rent Stabilization		
	§ 127- Registration fee	\$30
	§ 127- Fee for petitions for individual adjustments of rent ceilings	\$30
	Fee for appeal of Board decision to the Mayor and City Council	\$30
	* * *	

Section 4. BE IT FURTHER ORDAINED AND ENACTED, that Chapter 110, “Fees and Penalties”, §110-2, “Penalties”, be, and is hereby repealed, reenacted and amended to read as follows:

§110-2 Penalties.

Unless otherwise noted herein, the violation of a City ordinance or resolution is a municipal infraction. The following fines and/or imprisonment for violations of various ordinances or resolutions are applicable in the City of College Park:

Chapter/Section	Violation	Penalty
* * * * *		
{Ch. 127, Rent Stabilization		
§ 127-4	Charging rent in excess of maximum rents allowed	\$500
§ 127-5	Failure to register rental units subject to Chapter 127	\$500
	Failure to pay registration fee	\$30}

* * *

Section 5. BE IT FURTHER ORDAINED by the Mayor and Council of the City of College Park that, upon formal introduction of this proposed Ordinance, which shall be by way of a motion duly seconded and without any further vote, the City Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the City Clerk and shall publish this proposed ordinance or a fair summary thereof in a newspaper having a general circulation in the City of College Park together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council. The public hearing, hereby set for _____ P.M. on the _____ day of _____, 2014, shall follow the publication by at least seven (7) days, may be held separately or in connection with a regular or special Council meeting and may be adjourned from time to time. All persons interested shall have an opportunity to be heard. After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it. As soon as practicable after

adoption, the City Clerk shall have a fair summary of the Ordinance and notice of its adoption published in a newspaper having a general circulation in the City of College Park and available at the City's offices. This Ordinance shall become effective on _____, 2014, provided that a fair summary of this Ordinance is published at least once prior to the date of passage and once as soon as practical after the date of passage in a newspaper having general circulation in the City.

INTRODUCED by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the _____ day of _____, 2014.

ADOPTED by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the _____ day of _____, 2014.

EFFECTIVE the _____ day of _____, 2014.

ATTEST:

CITY OF COLLEGE PARK

By: _____
Janeen S. Miller, CMC, City Clerk

By: _____
Andrew M. Fellows, Mayor

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

Suellen M. Ferguson, City Attorney

MINUTES

MINUTES
Special Session of the College Park City Council
Council Chambers
Tuesday, September 16, 2014
10:48 p.m.

PRESENT: Mayor Fellows; Councilmembers Kabir, Wojahn, Brennan, Dennis, Stulich, Day, Hew and Mitchell.

ABSENT: None.

ALSO PRESENT: Steve Groh, Acting City Manager; Yvette Allen, Assistant City Clerk; Sue Ford, City Attorney; Cole Holocker, Student Liaison.

During a regularly scheduled Worksession of the College Park City Council, a motion was made by Councilmember Wojahn and seconded by Councilmember Brennan to enter into a Special Session to act on a matter that is time sensitive. The motion passed 8 – 0 – 0 and the Council entered Special Session at 10:48 p.m.

ACTION ITEMS

14-G-92 Approval of a letter to Montgomery County Councilmember Roger Berliner regarding the PEPCO/Exelon Merger (Utility 2.0 Coalition)

A motion was made by Councilmember Wojahn and seconded by Councilmember Mitchell to approve a letter to offer our support to the Coalition for Utility Reform and join as members.

There were no comments from the audience or from Council.

The motion passed 8 – 0 – 0.

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 Fellows adjourned the Special Session at 10:50 p.m.

Yvette Allen, CMC
Assistant City Clerk

Date
Approved

MINUTES
Regular Meeting of the College Park City Council
Tuesday, September 23, 2014
7:30 p.m. – 7:58 p.m.

PRESENT: Mayor Fellows; Councilmembers Kabir, Wojahn (arrived at 7:39 p.m.), Brennan, Dennis, Stulich (arrived at 7:42 p.m.), Day, Hew (arrived at 7:34 p.m.) and Mitchell.

ABSENT: None.

ALSO PRESENT: Joe Nagro, City Manager; Janeen Miller, City Clerk; Bill Gardiner, Assistant City Manager; Suellen Ferguson, City Attorney; Cole Holocker, Student Liaison.

Mayor Fellows opened the regular meeting at 7:30 p.m. and announced there would be a closed session at the end of tonight's meeting to discuss a Personnel matter. Councilmember Day led the pledge of allegiance.

Minutes: A motion was made by Councilmember Dennis and seconded by Councilmember Day to adopt the minutes of the September 9, 2014 Regular Meeting, September 9, 2014 Public Hearings on Ordinances 14-O-07, 14-O-08 and 14-O-09, and the confidential minutes of the September 9, 2014 closed session. The motion passed 5 – 0 – 0.

Announcements:

Councilmember Kabir discussed College Park Day which will be held on Saturday, September 27 from 11 a.m. – 3 p.m.

Councilmember Brennan said that the rain barrel demonstration hosted by CBE was informative. He announced the Public Forum hosted by the Neighborhood Quality of Life Committee would be held on Thursday, November 6 at 7:00 p.m. at St. Andrews Church Parish Hall.

Mayor Fellows announced the College Park Think-A-Thon would be held on Saturday, October 11 from 2:00 – 5:30 p.m. at the College Park Community Center.

Amendments to the Agenda: None.

City Manager's Report: Mr. Nagro reminded Council that there is no meeting next Tuesday (fifth Tuesday) and that the College Park Legislative Dinner would be held on Wednesday, October 1. The next Council meeting will be the Worksession on October 7.

Student Liaison's Report: Mr. Holocker discussed SGA/UMD participation at College Park Day and today's campus-wide voter registration effort. SGA has created a minimum wage ad hoc committee to look at the issue of raising minimum wage on campus.

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

14-R-31 Resolution Of The Mayor And Council Of The City Of College Park, Maryland Adopting The Recommendations Of The Advisory Planning Commission Regarding Variance Application Number CPV-2014-05, 5926 Bryn Mawr Road, College Park, Maryland, Recommending Approval Of A Variance From The Requirements Of The Prince George's County Zoning Ordinance, Section 27-420(A), To Permit The Construction Of A 6-Foot High Fence.

14-G-93 Approval of a Driveway Apron Variance for 3533 Marlborough Way subject to the owner entering into a Declaration of Covenants approved by the City Attorney

The motion carried 7 – 0 – 0.

ACTION ITEMS

14-G-94 Appointments to Boards and Committees

A motion was made by Councilmember Mitchell and seconded by Councilmember Wojahn to appoint Normand Bernache to the Cable Television Commission, reappoint Jane Hopkins to the Cable Television Commission, and to appoint Michael Smith to the Tree and Landscape Board. The motion passed 7 – 0 – 0.

(Councilmember Stullich arrived.)

COUNCIL COMMENTS:

Councilmember Wojahn discussed the various activities scheduled for College Park Day.

Councilmember Wojahn said he and a number of other Councilmembers have been working with the City Attorney on issues surrounding vacant properties. He is now requesting a waiver of the two-hour rule to allow the City Attorney to continue her research which would likely result in a memo to Council. Council concurred.

Councilmember Wojahn reported on the public meeting he attended this evening in Greenbelt about the possibility of the FBI relocating to Greenbelt Station.

Councilmember Stullich discussed current regulations concerning County entertainment licenses and questioned whether those regulations make sense in College Park. She is requesting a waiver of the two-hour rule for the City Attorney and City staff to compare the wording of the Prince George's County regulations to those in other parts of the state (Towson) with the purpose of identifying ways that 18-21 year olds could be allowed at events with entertainment.

Councilmember Mitchell asked if Council wanted to comment on the M-NCPPC budget. This topic will be added to a future agenda.

Councilmember Wojahn announced that the PGCMA Legislative Dinner is scheduled for Tuesday, December 2, which conflicts with the Council Worksession. He asked for consideration to delay or reschedule the December 2 Worksession to allow Council to attend the PGCMA dinner. Staff will attempt not to schedule any items for December 2 so the meeting can be cancelled.

14-G-95: A motion was made by Councilmember Brennan and seconded by Councilmember Wojahn that the Mayor be allowed to sign the thank-you letter in the red folders to Catholic Charities and the School of Public Health for the Mid Maryland Mission of Mercy and Health Equity Fair. The motion passed 7-0-0.

COMMENTS FROM THE AUDIENCE: None

ADJOURN: A motion was made by Councilmember Dennis and seconded by Councilmember Wojahn to adjourn into a Closed Session to discuss a personnel matter. The Council will not return into public session tonight. The motion passed 8 – 0 – 0. Mayor Fellows adjourned the regular meeting at 7:57 p.m.

Janeen S. Miller, CMC City Clerk	Date Approved
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Pursuant to §C6-3 of the College Park City Charter, at 7:57 p.m. on September 23, 2014, in the Council Chambers of City Hall, a motion was made by Councilmember Dennis and seconded by Councilmember Wojahn to enter into an Executive Session to “Discuss a Personnel Matter.”

The motion passed 8 – 0 – 0, and after a brief recess the closed session convened at 8:15 p.m.

Present: Mayor Andrew Fellows; Councilmembers Wojahn, Brennan, Dennis, Stullich, Day, Hew and Mitchell.

Absent: Councilmember Kabir (left after the vote but before the closed session began).

Also Present: Joe Nagro, City Manager, attended a portion of the session.

Topics Discussed: Mayor Fellows and the City Council conducted the City Manager’s evaluation.

Actions Taken: None.

Adjourn: A motion was made by Councilmember Dennis and seconded by Councilmember Day to adjourn the Executive Session, and with a vote of 7 – 0 – 0, Mayor Fellows adjourned the Executive Session at 9:04 p.m.

14-G-98

October 14, 2014

Lisa B. Choplin, Division Chief
Innovative Contracting Division
707 North Calvert Street
Baltimore, MD 21202

RE: US 1 (Baltimore Avenue) Sidewalk Improvements from Cherokee Street
to I-495, Contract No XY5265133

Dear Ms. Choplin:

On September 2, 2014 John Gover and Kate Mazzara gave a detailed presentation of this sidewalk improvement project to the College Park Mayor and Council. The Mayor and Council have been very interested in these improvements to enhance pedestrian safety. One of the challenges to this project is the need for a retaining wall along the northbound lane of Baltimore Avenue at Erie Street in order to create space for the sidewalk.

During the presentation, they indicated that the State may be able to cover the design and construction costs of this retaining wall if the City would take over ownership and maintenance upon completion of the wall. It is assumed that the visual structure will be constructed within the SHA right-of-way and the City may need to acquire a construction easement for the hidden portion of the structure.

The City Council has discussed this partnership to enable the entire project to proceed. This letter is to inform you that the City is receptive to this proposed arrangement regarding the retaining wall, and requests that SHA begin the design work and drafting of a memorandum of agreement.

We look forward to a very successful project and partnership.

Sincerely,

Andrew M. Fellows
Mayor

CC: Brian Young, District Engineer – District 3

14-G-99

(Under Separate Cover)

14-G-100

October 14, 2014

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

Re: Draft Consolidated Transportation Program (CTP) 2015-2020

Dear Secretary Smith:

The College Park City Council reviewed the FY 2015-2020 Draft CTP, and appreciates the passage of the Transportation Infrastructure Investment Act of 2013 as a sustainable funding source that has enabled important projects to move forward. The City also supports the vision and goals of the Maryland Transportation Plan and new priorities that include an emphasis on transit, transit-oriented development and bicycle and pedestrian travel. While the reconstruction of US 1 remains the City's highest priority, College Park, as a state-designated sustainable community and revitalization area, has needs in these priority areas and welcomes the opportunity to work with MDOT to achieve our shared goals.

The following are the City Council's specific comments on the Draft CTP:

US 1, Baltimore Avenue Reconstruction

This project has reached the 90% design milestone but remains unfunded for construction. Given the schedule and allocation of funding for right-of-way acquisition and utility relocation design, it appears that the proposed Fall 2016 date for the project to be advertised for construction is optimistic. A briefing to the City Council on the status of the project design has been requested and is anticipated next month. As you know, the City has entered into a Letter of Agreement with the State Highway Administration (SHA) to pay for the design for the undergrounding of overhead utilities and is interested in pursuing a joint application for a TIGER grant to help offset some of the total costs of the project. It will be important going forward to maintain close collaboration between the City and SHA to address final design decisions, schedules and funding to keep this long-delayed project on track.

Full Interchange at Greenbelt Metro Station

This is a project that will have a direct impact on the residential neighborhoods of north College Park and the City has requested to be included in design coordination meetings for the project. The City supports the Greenbelt Station site for the FBI Headquarters Consolidation and Relocation as well as the full interchange to make this transit-oriented development more

feasible. We want and need to be a full participant in the process especially as related work along the Capital Beltway could result in significant noise, visual and property impacts.

Purple Line

The City looks forward to the selection of a concessionaire this fall under the P3 program and to working with the consultant team on final alignment and station design issues.

SHA Sidewalk Program

The City is pleased to be working with SHA to construct sidewalk and pedestrian safety improvements along the section of US 1 from MD 193 to I-495. A recent letter from the City has indicated our willingness to assist SHA staff with outreach efforts to property owners and to maintain the improvements.

I-95/I-495, Capital Beltway Widening and Managed Lanes

The City does not support the widening of the Capital Beltway and would like to see this project dropped from the CTP. It is preferable to focus on more limited operational improvements in specific locations.

Thank you once again for the opportunity to provide input on the 2015-2020 Draft CTP.

Sincerely,

Andrew Fellows
Mayor

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

14-G-101

October 14, 2014

Ms. Roslyn Johnson, Deputy Director
Facility Operations
Prince George's County Department of Parks and Recreation
M-NCPPC
6600 Kenilworth Avenue
Riverdale, MD 20727

Dear Ms. Johnson,

This letter is written as a follow-up to your March 4, 2014 meeting with the College Park City Council in which we discussed the topping and removal of trees around the College Park Airport, and to the July 1, 2014 letter that we forwarded to your agency from College Park resident David Gray regarding the same subject (a copy of which is attached).

When we met in March, the City Council requested to be kept informed about the status of the tree work around the Airport and to be provided with a reforestation plan once it was developed. At that time we understood that the tree work was almost complete and that we would be kept informed of the progress. We were surprised, therefore, to receive Mr. Gray's letter in July, describing the extent of the continuing work, and were concerned about the issues he raised.

At the March meeting we requested that your team work with the City's Tree and Landscape Board through staff liaison Brenda Alexander (Deputy Director of Public Works), on these matters. Ms. Alexander has contacted Mr. Langham at PG Parks and Mr. Majette, Acting Airport Manager, requesting further information, but has not received a response. Ms. Alexander was informed that Mr. Greg Kernan was going to respond to Mr. Gray's letter; however we have not seen that response. Therefore, we are writing to request a status report on the project, and to receive answers to these specific questions:

- Is the tree topping and tree removal project now complete?
- What is the response to Mr. Gray's concerns?
- Is there a reforestation plan? If so, please provide a copy
- What are the plans to clear the felled trees and debris from the impacted areas?

Thank you for your attention to these matters. We look forward to hearing from you.

Sincerely,

Andrew M. Fellows
Mayor

14-R-32

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE
PARK, MARYLAND IN SUPPORT OF THE UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY AND ARMY CORPS OF ENGINEERS' PROPOSED
DEFINITION OF "WATERS OF THE UNITED STATES"
UNDER THE CLEAN WATER ACT**

A resolution for the purpose of protection of public health, recreational resources, economic livelihood related to clean water, under the Waters of the United States as it provides an extraordinary value for the City of College Park.

WHEREAS, the Mayor and Council recognize that the Clean Water Act is the fundamental federal law protecting the Waters of the United States from pollution, degradation and destruction, and that strong federal standards are needed because water does not respect political boundaries; and

WHEREAS, critical streams and wetlands which supply drinking water, protect against floods and filter pollution previously were protected under the Clean Water Act, but federal policy changes over the last decade have left these streams and wetlands vulnerable to degradation or destruction; and

WHEREAS, these vulnerable waters of the United States impact sources of drinking water for over 117 million Americans, including 5,885,000 residents in Maryland; and

WHEREAS, more than 1,000 peer reviewed scientific studies have confirmed that headwater intermittent and ephemeral streams and wetlands affect the quantity and quality of water in larger bodies of water downstream; and

WHEREAS, the U.S. Environmental Protection Agency and Army Corps of Engineers have proposed a clarifying rulemaking that all tributary streams, regardless of size or frequency of flow are covered under the Clean Water Act, which will restore protections to 2210 miles of streams in Maryland that 77% of our residents depend on for drinking water.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of College Park, Maryland supports the proposed *Definition of "Waters of the United States"* under the Clean Water Act and urges the Environmental Protection Agency and Army Corps of Engineers to finalize these important protections for our nation's water resources.

ADOPTED by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the _____ day of _____, 2014.

EFFECTIVE the _____ day of _____, 2014.

WITNESS:

CITY OF COLLEGE PARK, MARYLAND

Janeen S. Miller, CMC, City Clerk

Andrew M. Fellows, Mayor

14-G-107

Search Here



Field Use Reservation Application

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

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

Date of Application: August 17 2014

Name of Organization: Open Bible Deaf Church

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

Contact Name(s): Henry Tsai and Ora McLellan

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

Email Address: Eagle744@verizon.net

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

Description of Activity/Event: Yard Sale

Sports Baseball Football Lacrosse Softball T-ball

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

Additional Requirements: Toilets Lights Concession Stand

Date(s) Requested: Saturday, October 18, 2014

See Facilities Rules and Regulations for acceptable times and age group

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

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

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

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

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

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

Recommendations and Notifications

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

Comments: 6-Oct-14 [Signature]

Pub. Svcs Director Concur Yes No [Signature]

Comments: [Signature]

City Manager Concur Yes No

Comments:

Mayor and Council Concur Yes No

Comments:



14-0-10

MOTION:

I move to adopt Ordinance 14-O-10, amending the College Park Code by repealing Chapter 15, “Boards, Commissions and Committees”, Article IX, “Rent Stabilization Board”, §§15-39 through 15-54 and Chapter 127 “Rent Stabilization” §§127-1 through 127-13, in their entirety; and by repealing and re-enacting Chapter 110, “Fees and Penalties”, §110-1, “Fees And Interests” and §110-2, “Penalties”, to delete those sections that comprise the Rent Stabilization Law.

DISCUSSION:

In 2005, the Mayor and Council adopted Ordinance 05-O-02, which established a rent stabilization program in Chapter 127 of the City code, fees and penalties in Chapter 110, and a Rent Stabilization Board in Chapter 15. Chapter 127 contained a provision that required the law to expire and become null and void after the first day of September, 2009. The Mayor and Council adopted various ordinances which extended the rent stabilization program through September 1, 2014. In Resolution 14-R-12, the Council determined that Chapter 27 was no longer necessary for the public good and so should be allowed to expire and become null and void after the first day of September, 2014. As a result, the provisions now contained in the City Code with respect to Rent Stabilization and the Rent Stabilization Board should be deleted in their entirety.

ORDINANCE
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, AMENDING
THE COLLEGE PARK CODE BY REPEALING CHAPTER 15, "BOARDS,
COMMISSIONS AND COMMITTEES", ARTICLE IX, "RENT STABILIZATION
BOARD", §§15-39 THROUGH 15-54, AND CHAPTER 127 "RENT STABILIZATION",
§§127-1 THROUGH 127-13, IN THEIR ENTIRETY; AND BY REPEALING AND RE-
ENACTING CHAPTER 110, "FEES AND PENALTIES", §110-1, "FEES AND
INTERESTS" AND §110-2, "PENALTIES", TO DELETE THOSE SECTIONS THAT
COMPRISE THE RENT STABILIZATION LAW

WHEREAS, pursuant to §5-201 *et seq.* of the Local Government Article, Annotated Code of Maryland, the City of College Park (hereinafter, the "City") has the power to adopt such ordinances as it deems necessary to protect the health, safety and welfare of the citizens of the municipality and to prevent and remove nuisances; and

WHEREAS, the City adopted a Rent Stabilization law, a Rent Stabilization Board to administer the law, and has provided for a rent stabilization application fee and fines for violation of the law; and

WHEREAS, the Mayor and Council have determined that it is appropriate to allow the Rent Stabilization law to sunset on September 1, 2014; and

WHEREAS, as a result, Chapter 15, "Boards, Commissions and Committees", §§15-39 through 15-54, which established the Rent Stabilization Board to administer the Rent Stabilization law and Chapter 127, "Rent Stabilization", §§127-1 through 127-13, which established the Rent Stabilization law, should be deleted in their entirety as no longer necessary; and Chapter 110, "Fees and Penalties", §110-1, "Fees and Interests" and §110-2, "Penalties" should be repealed and re-enacted to remove reference to application fees and violations of Chapter 127.

CAPS : Indicate matter added to existing law.

[Brackets] : Indicate matter deleted from law.

Asterisks *** : Indicate matter remaining unchanged in existing law but not set forth in Ordinance

Section 1. NOW THEREFORE, BE IT ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland that Chapter 15, “Boards, Commissions and Committees”, Article IX, “Rent Stabilization Board”, §§15-39 through 15-54, be and are hereby repealed in their entirety.

Section 2. BE IT FURTHER ORDAINED AND ENACTED, that Chapter 127, “Rent Stabilization”, and §§127-1 through 127-13, be, and are hereby repealed in their entirety.

Section 3. BE IT FURTHER ORDAINED AND ENACTED, that Chapter 110, “Fees and Penalties”, §110-1, “Fees and interests”, be, and is hereby, repealed, reenacted and amended to read as follows:

§110-1 Fees and interests.

The following enumerations are the current fees, rates, charges and interests applicable in the City of College Park:

Chapter/Section	Description	Fee/Interest
	* * *	
{Ch. 127, Rent Stabilization		
	§ 127- Registration fee	\$30
	§ 127- Fee for petitions for individual adjustments of rent ceilings	\$30
	Fee for appeal of Board decision to the Mayor and City Council	\$30
	* * *	

Section 4. BE IT FURTHER ORDAINED AND ENACTED, that Chapter 110, “Fees and Penalties”, §110-2, “Penalties”, be, and is hereby repealed, reenacted and amended to read as follows:

§110-2 Penalties.

Unless otherwise noted herein, the violation of a City ordinance or resolution is a municipal infraction. The following fines and/or imprisonment for violations of various ordinances or resolutions are applicable in the City of College Park:

Chapter/Section	Violation	Penalty
	* * * * *	
{Ch. 127, Rent Stabilization		
§ 127-4	Charging rent in excess of maximum rents allowed	\$500
§ 127-5	Failure to register rental units subject to Chapter 127	\$500
	Failure to pay registration fee	\$30
	* * *	

Section 5. BE IT FURTHER ORDAINED by the Mayor and Council of the City of College Park that, upon formal introduction of this proposed Ordinance, which shall be by way of a motion duly seconded and without any further vote, the City Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the City Clerk and shall publish this proposed ordinance or a fair summary thereof in a newspaper having a general circulation in the City of College Park together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council. The public hearing, hereby set for 7:25 P.M. on the 14th day of October, 2014, shall follow the publication by at least seven (7) days, may be held separately or in connection with a regular or special Council meeting and may be adjourned from time to time. All persons interested shall have an opportunity to be heard. After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it. As soon as practicable after adoption, the City Clerk

shall have a fair summary of the Ordinance and notice of its adoption published in a newspaper having a general circulation in the City of College Park and available at the City's offices. This Ordinance shall become effective on _____, 2014, provided that a fair summary of this Ordinance is published at least once prior to the date of passage and once as soon as practical after the date of passage in a newspaper having general circulation in the City.

INTRODUCED by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the 9th day of September, 2014.

ADOPTED by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the _____ day of _____, 2014.

EFFECTIVE the _____ day of _____, 2014.

ATTEST:

CITY OF COLLEGE PARK

By: _____
Janeen S. Miller, CMC, City Clerk

By: _____
Andrew M. Fellows, Mayor

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

Suellen M. Ferguson, City Attorney

14-G-103

Motion:

I move that the Council authorize the Mayor to sign the attached letter of support to Senator Jim Rosapepe, Chair of the College Park City-University Partnership (CPCUP). The letter provides the City's support for a proposal by CPCUP to launch a specialty contract program in one or more College Park public elementary schools in the fall of 2015. The proposed kindergarten through elementary program will use a project-based learning model, similar to the approach by University of Maryland's Center for Young Children program.

Background Information:

The City Council received information regarding the College Park City-University Partnership proposal in the Council packet prior to the October 7th Worksession. The CPCUP would like the City and the University of Maryland to support the proposal, and then it will present the proposal to the Prince George's County Board of Education.

The letter of support is in reference to the proposed program that would be located in one of the public elementary schools in the area. It is not in reference to a possible pre-K and/or daycare program that would not be in a public school.

October 14, 2014

Jim Rosapepe, Chair
College Park City-University Partnership
4500 Knox Road, College Park, MD 20740

RE: College Park City-University Partnership's Pre-K through Elementary proposal

Dear Senator Rosapepe,

At our regular meeting on October 14, 2014, the City Council voted to support the College Park City-University Partnership's proposal to launch a contract program as a nonprofit organization to deliver an experiential, collaborative, UMD-infused specialty contract program into one or more public elementary schools in the University District. As such, the City of College Park is pleased to provide this letter of support to the College Park City-University Partnership (CPCUP).

The College Park City-University Partnership is the local development corporation jointly funded by the University of Maryland and the City of College Park. It was founded to promote and support the economic welfare of College Park and the University of Maryland through activities including commercial revitalization, community development, quality housing opportunities and K-12 education consistent with the interests of the City of College Park and the University of Maryland.

Once launched, we believe this program will be successful for two reasons:

- CPCUP, at the initiative of the University of Maryland and the City of College Park, successfully founded the College Park Academy (CPA) in 2013 – a public charter middle and high school for Prince George's County students that is one of the most advanced “bricks and clicks” middle schools in the country.
- This proposed pre-K through elementary program will integrate a program similar to that of the University of Maryland's Center for Young Children, which is a highly sought after, innovative, project based learning program.

By offering a program that works, parents want and children are successful in – while also benefitting local public schools – CPCUP's proposal will accelerate University District Vision's 2020 education goal: to increase the number of families living in College Park and enrolling in local public schools.

We are very excited about this opportunity to support the Partnership in moving forward this proposal and launching the programs for the Fall of 2015.

Sincerely,

Andrew M. Fellows
Mayor

14-G-104

I move that the City Council voice no objection to the application for a new Class B, Beer, Wine and Liquor License for the use of Ben and Brian Games, LLC, t/a The Board and Brew, 8150 Baltimore Avenue, Suites F2 and G, College Park, subject to the applicant entering into a revised Property Use Agreement with the City of College Park in substantially the form as attached; to authorize the City Manager to sign the PUA; to authorize staff to testify to the City's position before the Board of License Commissioners; and to authorize staff to testify that the City supports an exemption from obtaining a Special Entertainment Permit.

DISCUSSION

The applicant previously applied for a beer and wine license in May 2014. A Property Use Agreement (PUA) between the City and applicant was executed at that time. That license was not awarded to the applicant by the Board of License Commissioners (BOLC).

A new Beer, Wine, and Liquor license has become available, for which the applicant has applied. The City Attorney and Director of Public Services met with the applicant. A revised PUA was discussed at the Council work session on October 7, 2014. The draft reflects the change from the sale of beer and wine only, to beer, wine, and liquor. The applicant expects to offer drinks such as Irish coffee and spiked milkshakes. During discussion, the alcohol to food ratio of 25%/75% was determined to still be acceptable to the applicant.

Based upon the proposed business plan to include some entertainment, such as game tournaments, trivia quiz nights and open mike nights, the applicant has indicated an intention to request an exemption from the Special Entertainment Permit requirement. The revised PUA is drafted to include the requirement that the applicant obtain a Special Entertainment Permit, or an exemption from that permit, pending a BOLC determination. After review of the applicant's plans, an exemption seems appropriate. An exemption will allow persons under 21 to remain after 9:00 p.m. The applicant does not propose to charge a cover charge. Security will be as required if an entertainment license is necessary.

The applicant's employee alcohol service policy continues to be incorporated in the PUA. The applicant will use a scanning device to check the ID of customers, and to inspect the forms of ID approved by the BOLC for all customers. The applicant attended the Council work session on October 7, 2014 to discuss the revised draft PUA.

This motion authorizes staff to testify at the October 28 BOLC hearing as to the Council's position.

PROPERTY USE AGREEMENT

THIS PROPERTY USE AGREEMENT (the "Agreement") is made as of the _____ day of _____, 2014, by and between BEN AND BRIAN GAMES, LLC, t/a THE BOARD AND BREW, and Brian McClimens and Benjamin Epstein, Managing Members, (collectively "Licensee"); and the CITY OF COLLEGE PARK, a Maryland municipal corporation (the "City").

WITNESSETH

WHEREAS, Student Housing College Park, LLP, is the owner of the real property located at Suite F2 and G, 8150 Baltimore Avenue, College Park, Maryland 20740 (the "Property"); and

WHEREAS, Licensee is a tenant at the Property

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

WHEREAS, Licensee applied to the Board of Liquor License Commissioners of Prince George's County, for a Class B, Beer and Wine License for the Property, to be operated as The Board and Brew, and requested the City's support for the issuance of the said license; and

WHEREAS, the City agreed to voice no objection to the Licensee's application and hearing for issuance of the license to the Property, subject to the Licensee entering into a Property Use Agreement. The Licensee did enter into such an agreement, however, their application to the BOLC was denied; and

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

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

WHEREAS, in consideration of the covenants contained in this Agreement, the City will voice no objection to the issuance to Licensee of a Class B, Beer, Wine and Liquor License for the Property, subject to the terms, conditions and restrictions contained herein; and

WHEREAS, this Property Use Agreement shall supersede and replace in its entirety any prior agreements.

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

1. Repair and Maintenance of the Property. Licensee shall, from and after the date hereof, continue to keep the Property 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 The Board and Brew ("Restaurant") or another substantially similar casual dining

restaurant, which receives not more than twenty-five percent (25%) of its average daily receipts over any three consecutive monthly periods from the sale of alcoholic beverages, and which complies strictly with the restrictions and requirements of the State of Maryland/Prince George's County Class B License. The calculation of the percentage of alcoholic beverages sold shall include the full cost of any such beverage, and not just the alcohol contained in the beverage. Licensee will provide the City, by January 25 of each year, with summaries of each month's receipts for the sales of alcoholic beverages and food for the preceding calendar year, and, at any time, such information in such form as the City may reasonably require to permit the verification of sales required in this paragraph 2 of this Agreement. Such information need not be prepared by an accountant or auditor, but must be accompanied by a general affidavit signed by the Licensees affirming the accuracy of the information provided. Licensees may be required by the City to provide information to permit verification of the sales ratios required in this paragraph, including daily register receipts and the identity of, and invoices from, its alcohol and food suppliers. Any such information provided by Licensee that is claimed to be confidential shall be so marked by Licensee and the City will treat such record as confidential as allowed by law.

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

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

5. Operations. Licensee shall maintain and operate the Restaurant in a manner that all seats are available for dining, no area is designated solely for the consumption of alcoholic beverages, and no sales of alcoholic beverages for off-sale consumption shall be allowed, except for partially consumed bottles of wine purchased at the Restaurant and allowed off premises pursuant to Maryland law. Alcoholic beverages shall not be sold or served prior to 11:00 a.m. or after 11:00 p.m., Monday through Wednesday and Sunday, or prior to 11:00 a.m. or after 2:00 a.m. Thursday through Saturday. Food from a regular menu must be served at all times that the premises are open for business. At all times, at least 80% of the items listed on the regular menu shall be available for customers to order. The proposed menu provided by Licensee is attached as Exhibit A. Licensee shall ensure music levels that allow patron conversation in a normal tone of voice, and prohibit disruptive or rowdy behavior that disturbs the peaceful enjoyment of the facility by Licensee's patrons and other persons visiting the facility.

Cover and door charges will not be charged by Licensee. The parties recognize that Licensee may charge an hourly fee for use of games. Licensee intends to provide open mike nights, trivia nights and Magic Tournaments. In the

event that Licensee seeks to charge a cover or door charge or to provide entertainment, Licensee will obtain all required licenses and request a modification of this Agreement with the City. Alcoholic beverages shall be served only to diners sitting at tables or counters inside the restaurant facility, and patrons standing waiting for a table. The parties recognize that, during private parties, not all patrons may be seated, but that food will be served. The minimum price for alcoholic beverages, including 16 oz. beers, shall be \$2.00. Licensee may not sell alcohol 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 beer, wine, or liquor nor off-premises leafleting of cars or on public right of way promoting the sale of beer, wine or liquor. All off-premises advertising of specials, happy hours or reduced prices for beer, wine or liquor shall be limited to promotions coupling the sale or service of food with the sale of alcoholic beverages. Licensee shall use a scanner system, as allowed by law, designed to recognize false identification prior to making alcoholic beverage sales. The scanner shall be used for all persons who appear to be under the age of thirty five

(35) years. Licensee will not accept State of Maryland vertical type licenses as proof of age.

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

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

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

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

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

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

11. Security. Pursuant to Article 2B, §6-201(r)(19), Licensee may 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. For any activities authorized by such a license or exemption, the Licensee shall have and maintain a Security Plan to prevent the

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

a. Licensee shall 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.

d. The provisions of applicant's Alcohol Service Policy is attached hereto as Exhibit B and incorporated herein by reference.

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

- (i) If to Licensee:
Benjamin Epstein
Brian McClimens
BEN AND BRIAN GAMES, LLC
Suite F2 and G
8150 Baltimore Avenue
College Park, Maryland 20740

(ii)

If to the City:

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

with copy to:

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

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

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

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

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

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

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

WITNESS/ATTEST

BEN AND BRIAN GAMES, LLC

Benjamin Epstein, Managing Member

Brian McClimens, Managing Member

WITNESS/ATTEST

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Joseph L. Nagro, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Suellen M. Ferguson, City Attorney

Board and Brew Menu

Breakfast

Homemade Oatmeal:

Maple-Brown Sugar with Raisins: (Oats, milk, maple syrup, Brown Sugar, Raisins, Allspice)

Caramel-Almond with Dried Cranberries (Ground Almond Brittle, Oats, Milk, Sugar, Dried Cranberries)

Cinnamon-Pear with Chocolate (Oats, milk, Pear Parfait mix, chocolate chips, Cinnamon)

Danish/Breads:

Cinnamon Buns

Coffee Cake

Breakfast "bars"

Bagels (Plain, Cinnamon Raisin, everything): Regular Cream Cheese, Jelly, Butter

Chocolate Muffins

Blueberry Muffin

Granola Bags

Yogurt Parfait:

Pear with Greek Yogurt, homemade Granola and Cinnamon

Mango- Strawberry Parfait with Greek Yogurt and Granola

Blueberry-Basil Parfait with Greek Yogurt and Granola

Breakfast Sandwiches:

Brew Bagel Sandwich: Egg, Swiss, Bacon or Sausage

Healthy Brew Bagel Sandwich: Egg White, Tomato, Fresh Mozzarella and Basil Pesto

Lunch/Dinner

Sandwiches:

Caprese Panini: Fresh Mozzarella, Roast Tomato Ragout, Basil Pesto, on Focaccia

Pressed Portobello and Eggplant with Roasted Red peppers, Black Olive Mayo, Mixed Greens and Balsamic, Swiss Cheese

BBQ Beef or Turkey Sandwich: Caramelized Onion, Horseradish, Cream and Housemade Barbecue Sauce

Pesto Seared Chicken with Bacon, Provolone, Lettuce, pickled onion and Tomato

The Brew's Nut and Jelly: Nutella, Marshmallow Fluff and raspberry preserves, Cinnamon-Raisin Bread

Board and Brew Burger- Grilled Beef Hamburger topped with Lettuce, Tomato, Onion, Swiss Cheese and Hummus on Potato Roll

Salads:

Pear Salad- Mixed Greens, Caramelized Sweet Onion, Blue Cheese and candied Almonds, Raspberry Vinaigrette

Mixed Vegetable Salad: Portobello Mushrooms, eggplant, onions, Black Olives, and Provolone Cheese with Balsamic Vinaigrette, Croutons

Caesar Salad- with Pesto chicken

FINGER FOOD:

Soft Pretzel Bites with 3 mustards

Beef Sliders, Provolone and Sweet Onions, Mumba Sauce

Mini Brew "nut and jelly"

Fried Pickles with Red Pepper Aioli

Onion Fritters with Mumba Sauce

Hummus and pickled onions with Pita for two

Sweet Potato Fries

Caramel Popcorn: Regular, Chocolate-Nut, or Spicy

Dessert:

Cookies: Chocolate chip, Oatmeal Raisin, heath bar

Brownies: Fudge, blondie, lemon

Cakes: 5 high chocolate, gluten free hazelnut, banana chocolate cheesecake

Affogato: vanilla ice cream with a shot of espresso

Drinks:

Pepsi products

coffee

iced tea

Specialty Coffee

Espresso

Macchiato

Capuccino

Latte

Caramel Latte

House made Vanilla latte

bolivian mocha latte

thai tea latte

Dirty Chai tea latte

Other Drinks:

Blueberry Muffin: house made blueberry tea syrup with orange infused whip cream and steamed milk

Creamsicle: house made thai tea syrup with orange infused whip cream and steamed milk

Bolivian Hot chocolate

mocha shake

chocolate shake

vanilla shake

14-G-102

Motion:

I move that the City Council authorize the Mayor to sign the attached letter to Elizabeth Hewlett, Chair of the Prince George's County Planning Board. The letter identifies the City's budget requests for the FY16 M-NCPPC budget. The City is requesting that M-NCPPC include funding for the following items:

- A display board at Cherry Hill Neighborhood Park
- Improvements to the Hollywood Community Park Entrance and park reconfiguration to allow for a soccer field
- A lighting study along the Paint Branch Trail
- A feasibility study for a north College Park community facility
- Accessibility improvements to the College Park Woods Playground
- Recycling containers at Lake Artemesia

Background Information:

M-NCPPC annually seeks input from municipalities and other organizations for its upcoming budget. City residents pay a M-NCPPC tax for planning and recreation services, and it is important that the Council and residents provide input on how M-NCPPC allocates its resources.

October 14, 2014

Elizabeth M. Hewlett, Chair
Prince George's County Planning Board
14741 Governor Oden Bowie Drive
Upper Marlboro, MD 20772

Dear Chair Hewlett and Planning Board Members:

The College Park City Council requests that the Prince George's County Planning Board allocate funding in the Maryland – National Capital Park and Planning Commission (M-NCPPC) FY 2016 budget for the following projects:

Cherry Hill Neighborhood Park Display Board — The City requests a new display board to be located at the entrance of Cherry Hill Neighborhood Park.

Hollywood Community Park Entrance and Soccer Field — The pedestrian entrance to the park that adjoins the pathway to the Greenbelt Metro Station is in need of improvement. We request a gateway entrance feature to the park to replace the existing chain-link fence. This aesthetic improvement would complement the City's Lackawanna Streetscape project, which spans from Narragansett Parkway to the Metro entrance and includes street improvements and new pedestrian lighting.

Additionally, we request an evaluation of the Hollywood Community Park field layout and a reconfiguration that would create space for a soccer field.

Lighting Study along the Paint Branch Trail — Previously, M-NCPPC emphasized the need for a lighting study to determine lighting needs and preferences along the Paint Branch Trail. We request that M-NCPPC allocate funding in the Capital Improvement Program to complete this study and investigate the possible use of energy-efficient lighting on county trails because of the important role that the trail system plays for pedestrian and bicycle commuting in the county.

Feasibility Study of Potential Community Center in the Hollywood Commercial District — The City requested that M-NCPPC engage in a study to analyze the possibility of entering into a joint project with the City of College Park to construct and operate a community center in north College Park. In the FY 2013 proposed budget, M-NCPPC designated feasibility study funding for this project for FY 2016 and potentially more funding the following year to build the facility.

Additionally, the Public Facilities Report in the Formula 2040 Functional Master Plan for Parks, Recreation and Open Space recommends that a 12,000 square foot gymnasium be added to the Hollywood Elementary School to meet identified needs. This project is not currently in the CIP and requires a feasibility study to be conducted first. Although the residents of north College Park would prefer a stand-alone community center, the

Elizabeth M. Hewlett

October 14, 2014

Page 2.

gymnasium expansion would be a reasonable alternative that could move forward more quickly. The City requests that funding for a feasibility study for a community facility in north College Park be included in your FY 2016 budget.

College Park Woods Playground — The pedestrian entrance to the park is not easily accessible for elderly residents and residents with mobility challenges. We request that you evaluate the entrance and make accessibility improvements.

Lake Artemesia — This is a beautiful park where visitors experience a heightened awareness of the value of our natural areas. It is a perfect location for a pilot program for combined trash and recycling receptacles. The type of receptacle should be animal resistant and the design consistent with the City's receptacles.

Thank you for your consideration of these FY 2016 budget requests.

Sincerely,

Andrew M. Fellows
Mayor

14-G-105

Motion:

I move that the City Council award a contract (in substantially the form attached) to Floura Teeter Landscape Architects in the amount of \$32,000 for the preparation of conceptual streetscape designs for the Hollywood Commercial District. I also move that the City Manager be authorized to execute the contract.

Comments:

- Competitive bids were not obtained for this project and a super majority vote of the City Council is required.
- The firm of Floura Teeter successfully designed the Hollywood Wind and Weather Park and is familiar with the location and community.
- The project will evaluate pedestrian, bicycle and vehicular access and circulation, use of the Rhode Island Avenue service roads and landscape and lighting issues. Conceptual design alternatives will be presented to the community and a final design concept will be developed and presented the City Council.

CONSULTANT AGREEMENT

THIS CONSULTANT'S AGREEMENT (the "Agreement") is made this ____ day of _____, 2014, by and between THE CITY OF COLLEGE PARK (the "City"), a municipal corporation of the State of Maryland, and Floura Teeter Landscape Architects, Inc., hereinafter referred to as "Consultant".

WHEREAS, Consultant desires to act for the City as an independent licensed landscape architect to provide conceptual design alternatives for the Hollywood Commercial District Streetscape Project; and

WHEREAS, the City desires that Consultant provide such services.

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

1. **Appointment.** The City hereby engages Consultant, as an independent licensed landscape architect contractor and not as an agent or employee of the City, to provide conceptual design alternatives for the Hollywood Commercial District Streetscape Project and Consultant hereby accepts such work, subject to the terms and provisions of this Agreement.

2. **Scope of Services.** Pursuant to the Agreement, the Consultant agrees to furnish all the material and perform all of the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in accordance with the standards in the industry. The scope of work is more particularly described in Exhibit A, which is attached hereto and incorporated herein.

3. **Dates of Work.** The Consultant agrees to commence work within five days of notice to proceed and shall complete all contract work on or before six months from notice to

proceed. All work shall be performed pursuant to a work schedule developed and submitted by the Consultant in coordination with the City. It is understood by the parties hereto that time is of the essence in the completion of the services under this contract.

4. **Contract Price.** The City agree to pay the Consultant, as consideration for the Consultant's satisfactory performance of all obligations under this Agreement, a sum not to exceed \$32,000.00, which shall include all incidental costs including, but not limited to, travel, printing, copying, binding, telephone, drawings, diagrams and photographs.

Additional services related to this project shall be provided by the Consultant on an as-needed basis as directed by the City in writing. Such services shall be billed to the City at the hourly rates established in Exhibit A. Invoices for payment of services may be submitted on a monthly basis and must be accompanied by daily time sheets detailing the work done, and any other documentation required by the City. Invoices will be paid after approval by the Finance Director.

Ten percent (10%) of the contact price plus additional services will be retained by the City until all services have been satisfactorily completed in the opinion of the City. In no event shall the amount billed by the Consultant exceed that amount attributed to the work completed as of the date of the bill.

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

- Exhibit A
- Required affidavits and certifications
- Schedule of Work

6. **Other Payments; Expenses; Taxes.** The City will not be responsible for any cost or expenses of operation of any kind associated with Consultant's provision of services pursuant to

this Agreement, except as set out herein. Consultant shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Consultant in connection with the performance of his obligations under this Agreement.

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

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

A. Comprehensive General Liability Insurance

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

- (2) Property damage liability insurance with limits of \$500,000.00 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

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

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

D. Workers' Compensation Insurance. Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. The City will deduct a predetermined percentage of each payment to any Consultant who has failed to provide a Certificate of Insurance for Workers' Compensation, in order to defray coverage costs of the City. This percentage is subject to change. The Consultant will be provided notification of any change. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

Consultant covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Consultant on behalf of the City under this Agreement and will name the City as insureds under each such policy with the exception of the workers' compensation policy. Copies of the certificates of insurance for all required coverage shall be furnished to the City prior to beginning work.

Provision of any insurance required herein does not relieve Consultant of any of the responsibilities or obligations assumed by the Consultant in the contract awarded, or for which the

Consultant may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

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

9. Licenses, Applicable Laws. Consultant will be responsible for obtaining any and all licenses pertaining to performance of work under the Agreement. All services and materials provided by Consultant shall conform to all applicable laws and regulations.

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

11. Subcontracting. The City recognizes that Consultant will subcontract some of the work required by this Agreement to Kittlesen ***The Consultant may not subcontract any other work required under this Agreement without the consent of the City . If the Consultant wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be done. The Consultant is not relieved of primary

responsibility for full and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the City or Club and the subcontractor.

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

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

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

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

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

prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from Consultant.

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

18. **Termination for Convenience.** The performance of work or delivery of services under this Agreement may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best interest. The City will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination.

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

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

Joan Floura
Floura Teeter Landscape Architects, Inc.
800 North Charles Street, Suite 300
Baltimore, MD 21201

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

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

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

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

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

25. **Discrimination Prohibited**

The Contractor shall not discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or physical or mental handicap unrelated in nature and extent so as reasonable to preclude the

performance of such employment. The Contractor shall post notices setting forth the substance of this paragraph in conspicuous places available to employees and applicants for employment.

26. Proof of Compliance.

Unless otherwise exempt under Section 69-7 of the City Code, Consultant agrees:

- a. To comply with the applicable provisions of Section 69-7 of the City Code. The Consultant shall provide the City with access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions.
- b. Upon request, to provide evidence that the Consultant is in compliance with the provisions of this section upon each new bid or contract renewal, or when the City has received a complaint or has reason to believe the Consultant may not be in compliance with the provisions of Section 69-7.

Failure of the Consultant to comply will be deemed to be a material breach of this Agreement.

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

WITNESS: CITY OF COLLEGE PARK

 Janeen S. Miller, CMC, City Clerk

By: _____
 Joseph L. Nagro, City Manager

WITNESS: FLOURA TEETER LANSCAPE ARTHITECTS, INC.

By: _____
 Joan Floura

Title: President

Approved as to form and legal sufficiency

Suellen M. Ferguson,
Attorney for the City of College Park

14-G-106

Appointments to Boards and Committees

14-G-106

Councilmember Mitchell:

Appoint Darlene Nowlin to the Aging in Place Task Force

Councilmember Wojahn:

Appoint Annie Rice as a student representative to the Sustainable Maryland Certified Green Team

Appoint Jonathan Plyman to the Citizens Corps Council

Councilmember Dennis:

Appoint Denise Mitchell as a Council representative to the Aging In Place Task Force

Councilmember Brennan:

Appoint Chuck Ireton to the Aging In Place Task Force