



TUESDAY, JUNE 3, 2014
(COUNCIL CHAMBERS)

7:00 P.M. WORKSESSION – Note Early Start Time

COLLEGE PARK MISSION STATEMENT

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

CITY MANAGER'S REPORT

PROPOSED ITEMS TO GO DIRECTLY TO NEXT WEEK'S AGENDA

PROPOSED CONSENT AGENDA ITEMS

1. Award of auditor contract – Steve Groh, Director of Finance

WORKSESSION DISCUSSION ITEMS

2. Presentation on proposed permaculture project along Trolley Trail in Berwyn – CBE Consultant Lincoln Smith, Forested, LLC
3. Discussion of transfer of a Class D, Beer and Wine License to Jimmy Louis Constantinou, President/Treasurer, Bruno Anthony Fabi, Jr., Mark Alexis Proctor, Assistant Secretary, for the use of Mamma Lucia's of College Park, Inc., **t/a Mamma Lucia's**, 4734 Cherry Hill Road, College Park, 20740, transfer from Mamma Lucia's of College Park, Inc., Raymond Lubrano, President / Secretary / Treasurer, Timothy M. Heidenberg, Assistant Secretary, subject to the applicant entering into a new PUA with the City – Suellen Ferguson, City Attorney
4. Presentation by Keane Enterprises for development of 4700 Berwyn House Road property (expected Planning Board date July 10, probable Special Session on July 8)
5. Discussion of plans for closure of Rossburg Drive and vacation of right-of-way – Suellen Ferguson, City Attorney

6. Future of Rent Stabilization (current ordinance sunsets on September 1, 2014 unless Council acts to extend) – Suellen Ferguson, City Attorney
7. Discussion of temporary permit parking around Monument during construction – Bob Ryan, Director of Public Services
8. Consideration of amendments to the City Code to define the process for appeal of citations for invalid tags – Suellen Ferguson, City Attorney
9. Use of visitor passes in a residential parking permit zone – Bob Ryan, Director of Public Services
10. Charter Amendment to Section C5-1 to authorize a referendum petition form – Suellen Ferguson, City Attorney
11. Allocation of Annual FY '15 Program Open Space Funding – Terry Schum, Director of Planning
12. Appointments to Boards and Committees

COUNCIL COMMENTS

INFORMATION/STATUS REPORTS FOR COUNCIL REVIEW ONLY

None.

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

Reminder: The next regular Council meeting is Tuesday, June 17.

1

Award of auditor contract

MEMORANDUM

TO: Mayor & Council
THROUGH: Joseph L. Nagro, City Manager 
FROM: Stephen Groh, Director of Finance 
DATE: May 23, 2014
SUBJECT: Award of a 3-year Contract for Auditing Services to SB & Company, LLC of Hunt Valley, Maryland in the amount of \$54,343 and Authorization for the City Manager to Execute an Engagement Agreement (Proposed Consent Agenda)

SUMMARY

The City's previous auditing services contract with Barbacane, Thornton & Company LLP expired with the completion of the audit work and issuance of financial statements for fiscal year 2013, the optional 4th year of their contract. The City Charter requires mandatory auditor rotation on four-year cycles. As a result, we need to contract with an auditing firm other than Barbacane, Thornton & Company LLP for a new 3-year contract (fiscal years 2014, 2015 and 2016), with an option for a fourth year (fiscal year 2017).

Staff issued Request for Proposals CP-14-05 on May 1, 2014, which was posted on eMaryland Marketplace (who sent notification to 264 firms registered on this State site for the category "auditing services") and the City's website. Bids were due on May 22, 2014. The RFP required that each submittal include 2 separate sealed envelopes, one containing the technical proposal and the second containing the cost bid.

The Government Finance Officers Association ("GFOA") has issued a "Model Audit RFP" which we used as the basis for the City's RFP. Modifications to the model reflect the funds, staffing and computer hardware and software unique to the City of College Park. In addition, the RFP provided that the RFP and submitted proposal be included, by reference, in the engagement agreement with the firm.

The responses were evaluated based on a model developed by the Maryland Department of Fiscal Services and used previously by the City. Technical proposals were scored based on their responsiveness to the RFP, including their record of audits of other Maryland municipalities of similar size to College Park, counties and other governmental units, their staffing commitment to the City's audit and other factors. Firms scoring 80 or higher were deemed to be "technically qualified". Following the technical evaluation, the sealed cost bids were opened for those firms passing the technical evaluation. The RFP specified that the cost bids would be evaluated based on the "Total All-Inclusive Maximum Price for 3 years". The total price for each year includes the certified audit, CAFR review, single audit (if required), travel and other incidental expenses. Although we may not need a single audit to be performed each year (as the threshold for expenditure of Federal grant funds during the fiscal year is \$500,000), this was included in the RFP for consistency purposes.

Five firms submitted responses by the deadline specified. Leo Thomas and I reviewed the responses based on the scoring guidelines and completed an evaluation form for each firm. Two firms (Toski & Co., CPAs, PC of Williamsville, New York and Murphy & Murphy, CPA, LLC of Clinton, Maryland) were eliminated during the technical evaluation as they did not achieve a score of 80. The remaining three firms submitting a proposal scored at least 80 on the technical evaluation. The firms are listed below, with their first year price, total three-year price and their price for the optional fourth year. Each of these prices includes the CAFR review (ranging in cost from “included in regular audit” to \$2,400) and single audit (ranging in cost from \$2,332 to \$3,740).

<i>Firm</i>	<i>Office Location</i>	<i>FY 2014 Price</i>	<i>Total Price for 3 years</i>	<i>Option for 4th year</i>
SB & Company, LLC	Hunt Valley, MD	\$ 17,582	\$ 54,343	\$ 18,652
Lindsey + Associates, LLC	Towson, MD	18,740	57,872	20,640
Weyrich, Cronin & Sorra, Chartered	Lutherville, MD	19,550	60,350	21,250

RECOMMENDATION

SB & Company, LLC, a Hunt Valley, Maryland CPA firm with 5 partners, 3 principles, senior managers, managers, seniors and approximately 90 staff, submitted the lowest bid. The firm has multi-year auditing contracts with the State of Maryland, and the towns of Hagerstown, Ocean City and New Windsor. They audited the City of College Park for fiscal years 2006-2009. They have audited numerous school districts, community colleges, counties, municipalities and townships in Maryland and Pennsylvania as well as the WSSC. The firm is one of the largest certified Minority Business Enterprise firms in the U.S. Current clients have given them good recommendations, and we were satisfied with the quality and timeliness of their work for College Park. Partners and staff of the firm are active in programs sponsored by the American Institute of CPAs (“AICPA”), GFOA and state and local chapters.

Based on their lowest “Total All-Inclusive Maximum Price for 3 years”, I recommend that the Mayor & Council award a three-year contract to SB & Company, LLC of Hunt Valley, Maryland for their 3-year all-inclusive price of \$54,343 with an option, exercisable by the City, for a fourth year for \$18,652. The totals by year are \$17,582 for FY2014, \$18,109 for FY2015 and \$18,652 for FY2016. The single audit cost of \$2,332 (if required) is included in each year’s price.

The FY2014 total fee of \$17,582 is less than the \$20,000 budgeted in the adopted FY2015 budget for the regular audit and single audit (which had been increased from \$17,810 in FY2014 to cover an anticipated increase in auditing costs under the new contract).

It is also requested that the Mayor & Council authorize the City Manager to execute an engagement agreement with SB & Company, LLC in a form satisfactory to the City Attorney. The proposed agreement, previously reviewed by the City Attorney, is attached.

ENGAGEMENT AGREEMENT FOR AUDITING SERVICES

THIS AGREEMENT is entered into this _____ day of June, 2014, by the CITY OF COLLEGE PARK, MARYLAND (“City”), a municipal corporation of the State of Maryland, and SB & COMPANY, LLC (“Auditors”), with offices located at 200 International Circle, Suite 5500, Hunt Valley, Maryland 21030.

In consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the City and the Auditors hereby agree as follows:

1. Services Provided: The Auditors shall provide the following services for the City (“the Services”):

A. Conduct the annual audit for the fiscal years ending June 30, 2014, June 30, 2015, and June 30, 2016 and, at the City’s option, ending June 30, 2017, in accordance with generally accepted auditing standards, as prescribed by the American Institute of Certified Public Accountants, the standards set forth for financial audits in the General Accounting Office’s (GAO) *Government Auditing Standards* (1994), the provisions of the federal Single Audit Act of 1984 (as amended in 1996), U. S. Office of Management and Budget (OMB) Circular A-133, *Audits of State, Local Governments, and Non-Profit Organizations* and *Audit Guidelines* of the State of Maryland, plus any amendments or revisions thereto. The audit will include such tests of the accounting records and any other procedures that are considered necessary in the circumstances and shall be provided to the Mayor and Council of the City.

B. Reports to be issued by the Auditors to the Mayor and Council of the City:

1. The Auditors shall express an opinion as to whether the financial statements are fairly presented in accordance with generally accepted accounting principles. If an unqualified opinion cannot be expressed, the nature of the qualification must be stated.

2. If grant funds received by the City are sufficient to require compliance with the single audit act, the Auditors shall prepare for the Mayor and Council of the City:

- a. A report on the internal control structure based on the Auditors' understanding of the control structure and assessment of control risk.
- b. A report on compliance with applicable laws and regulations.
- c. An "in-relation-to" report on the schedule of federal financial assistance.
- d. A report on the internal control structure used in administering federal financial assistance programs.
- e. A report on compliance with laws and regulations related to major and nonmajor federal financial assistance programs. This report should include an opinion on compliance with specific requirements applicable to major federal financial assistance programs, a report on compliance with general requirements applicable to major federal financial assistance programs, and a report on compliance with laws and regulations applicable to non-major federal financial assistance program transactions tested.
- f. In the required report(s) on internal controls, the Auditors shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.
 - (1) Reportable conditions that are also material weaknesses shall be identified as such in the report.
 - (2) Nonreportable conditions discovered by the Auditors shall be reported in a separate letter to management, which shall be referred to in the report(s) on internal controls.
- g. The reports on compliance shall include all instances of non-compliance.

3. In the event that the City is not subject to the compliance requirements of the single audit act for a particular fiscal year, the Auditors shall issue a management letter and/or report on internal control to the Mayor and Council of the City.

4. The Auditors shall be required to make an immediate, written report of all irregularities and illegal acts, or indications of illegal acts, of which they become aware to the following parties:

- a. Mayor and Council, City of College Park
- b. City Manager
- c. City Attorney
- d. Director of Finance

5. The Auditors shall assure themselves that the Director of Finance is informed of each of the following:

- a. The Auditors' responsibility under general accepted auditing standards
- b. Significant accounting policies
- c. Management judgments and accounting estimates
- d. Significant audit adjustments
- e. Other information in documents containing audited financial statements
- f. Disagreements with management
- g. Management consultation with other accountants
- h. Major issues discussed with management prior to retention
- i. Difficulties encountered in performing the audit

6. The Auditors will not be required to prepare the State of Maryland Uniform Financial Report ("UFR") for filing with the Department of Legislative Services, as it will be prepared by City staff.

C. Working paper retention and access to working papers:

1. All working papers and reports must be retained, at the Auditors' expense, for a minimum of three (3) years, unless the firm is notified in writing by the City of the need to extend the retention period. The Auditors will be required to make working papers available, upon request, to the following parties or their designees:

- a. City of College Park, Maryland

- b. U. S. General Accounting Office (“GAO”)
- c. Parties designated by the federal, state or county governments or by the City as part of an audit quality review process
- d. Auditors of entities of which the City is a sub-recipient of grant funds

2. In addition, the Auditors shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance, in accordance with professional standards.

D. The Auditors shall render a report (management letter) to the City Council which will include any recommendations for improving the accounting operations of the City. This report will include an opinion on the system of internal accounting control.

E. The Auditors shall review the City’s Comprehensive Annual Financial Report for compliance with the “Certificate of Achievement for Excellence in Financial Reporting” guidelines of the Government Finance Officers Association of the United States and Canada.

2. Contract Documents: The Services are additionally subject to the contract documents listed below which are attached hereto as Appendix “A” and incorporated herein by reference:

- (1) Request for Proposals CP-14-05, issued May 1, 2014 X
- (2) General Conditions X
- (3) Specifications X
- (4) Auditors’ Technical Proposal, dated May 22, 2014 X
- (5) Auditors’ Cost Proposal, dated May 22, 2014 X

It is understood by the parties hereto that time is of the essence in the completion of this contract. The annual audit for each fiscal year covered by this Agreement shall be completed with all required reports issued by October 31 following the end of the fiscal year in question, except for the audit for fiscal year ending 2015, which shall be completed with audited financial

statements issued by October 23, 2015 due to the upcoming municipal election. Auditors hereby agrees to furnish any and all equipment needed to perform the Services.

3. Additional Services: Auditors will be available for consultations throughout the fiscal years 2014 through 2016, and if so determined by the City, through 2017, at its "Quoted Hourly Rate" as per Auditors' "Cost Proposal" on an as-needed basis to assist the City. The hourly rate schedule for such Services is included in the Auditor's Cost Proposal, attached as part of Appendix A, and shall not be increased during the term of this Agreement or the extension thereof. Such consultations may only be initiated by the City Manager, Director of Finance or Deputy Director of Finance in writing and the requesting individual shall request an approximation of the expected cost of each such consultation in advance.

4. Term: The Agreement shall be in effect through the fiscal year ending June 30, 2016. Thereafter, the City shall have the option of extending the Agreement for one (1) additional year on the same terms and conditions as set out herein.

5. Fees: The City hereby agrees to pay the Auditors a total fee for all Services called for under this Agreement not to exceed SEVENTEEN THOUSAND FIVE HUNDRED EIGHTY-TWO AND 00/100 Dollars (\$ 17,582.00) for the fiscal year ended June 30, 2014; EIGHTEEN THOUSAND ONE HUNDRED NINE AND 00/100 Dollars (\$ 18,109.00) for the fiscal year ending June 30, 2015, and EIGHTEEN THOUSAND SIX HUNDRED FIFTY-TWO AND 00/100 Dollars (\$ 18,652.00) for the year ending June 30, 2016. At the City's option, the total fee for all Services called for under this Agreement shall not exceed EIGHTEEN THOUSAND SIX HUNDRED FIFTY-TWO AND 00/100 Dollars (\$ 18,652.00) for the fiscal year ending June 30, 2017. In the event that a single audit review is not required in any given year, the total fee for that fiscal year shall be reduced by TWO THOUSAND THREE HUNDRED THIRTY-

TWO AND 00/100 Dollars (\$ 2,332.00). Invoices for fees will be rendered no more frequently than monthly as work progresses.

6. Binding Effect of Agreement: This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

7. Other Payments, Taxes, Expenses: Except as may be specifically agreed upon by the parties in writing, the Auditors shall be entitled to no fee, bonuses, contingent payments, or any other amount in connection with the Services to be rendered hereunder. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Auditors in connection with the performance of its obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees. The Auditors covenant to maintain all applicable professional liability and workers compensation insurance in such amounts and form as are determined from time to time to be appropriate. The Auditors further agree to provide evidence of such insurance to the City, and have the City named as an additional insured on said policies.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in 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 the Auditors are independent contractors of the City and are therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expenses whatsoever. In the event that the Auditors are deemed not to be an independent contractor by any local, state or federal agency, the Auditors agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including but not limited to, attorneys' fees, incurred hereby.

8. Insurance:

A. Workers' Compensation. Auditors shall comply with the requirements and benefits established by the State of Maryland for the provision of workers compensation insurance. By submission of a Proposal, Auditors hereby certify that they are in compliance with applicable requirements.

B. Liability. During the entire term of this Agreement, Auditors shall maintain the following insurance coverage: comprehensive general liability insurance and professional errors and omissions insurance with limits of not less than those set forth below. By submission of a Proposal, Auditors hereby certify that they are in compliance with applicable requirements.

1. Comprehensive General Liability Insurance

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

(b) Property damage liability insurance with limits of \$500,000 each occurrence/aggregate

All insurance shall include completed operations and contractual liability coverage.

2. Professional Liability (Errors and Omissions) Insurance. Auditors shall maintain a policy with limits of not less than \$1,000,000 each occurrence/aggregate.

Provision of any insurance required herein does not relieve the Auditors of any of the responsibilities or obligations assumed by the Auditors in this Agreement, or for which Auditors may be liable by law or otherwise.

C. By submission of a Proposal, Auditors agree to provide the City with at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage.

9. Relief: In the event of a breach or a threatened breach by the Auditors of any provision of the Agreement, the Auditors recognizes the substantial and immediate harm that a breach or threatened breach will impose upon the City, and further recognizes that, in such event, monetary damages will be insufficient to protect the City. Accordingly, in the event of a breach or threatened breach of this Agreement, the Auditors consents to the City's entitlement to such ex parte, preliminary, interlocutory, temporary or permanent injunctive relief for such breach as may be necessary to prevent the Auditors from further breaching any of his 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 the Auditors.

10. Compliance with Laws: The Auditors shall, without any additional expense to the City, be responsible for complying with any and all applicable laws, codes and regulations in connection with the Services provided by the Auditors including, but not limited to, obtaining any licenses required by the Auditors to perform the Services herein contracted for.

11. Indemnification: The Auditors hereby acknowledge and agree that the Auditors shall be responsible for and indemnify, defend and hold the City harmless against any claim for loss, personal injury and/or damage that may be suffered as a result of the Auditors' negligence or willful misconduct in the Auditors' performance of the Services herein contracted for or for any failure by the Auditors to perform the obligations of this Agreement, including, but not limited to, any cost incurred by the City in defending any such claim. The Auditors shall be responsible

for and shall indemnify and hold the City harmless against any claim for loss, howsoever arising or incurred, for damage that may occur to Auditors' property that is stored at the City and/or maintained/used by the Auditors in the delivery of the Services the Auditors are providing.

12. Ownership of Records: In the event of termination of this Agreement for any reason, Auditors agrees to immediately return to the City all records and information or other written materials and the like which the City may have furnished to it in connection with those activities hereunder or which the Auditors may have obtained or prepared in the performance of this Agreement so that none of the foregoing items or copies thereof shall remain in the Auditors' possession. In addition, any other property of the City shall similarly be returned to the City at the time of said termination, it being understood by the parties to this Agreement that all records and materials supplied to the Auditors by the City or obtained by the Auditors in the performance of this Agreement are to remain at all times the sole property of the City.

13. Confidentiality: The Auditors will not at any time during or after its relationship with the City directly or indirectly disclose to others any confidential information of the City. While engaged as the independent contractor of the City, the Auditors may only use any confidential information for a purpose which is necessary to the carrying out of the Auditors' duties as independent contractors of the City and the Auditors may not make use of any such information after they are no longer independent contractors of the City.

14. Not Assignable: The Auditors shall not assign or transfer any interest or claim under this Agreement except as may be agreed upon and authorized in writing by the City and no contract shall be made by the Auditors with any other party for furnishing any of the Services herein contracted for without the prior written approval of the City.

15. Auditors' Records: Daily records of Auditors' direct personnel, consultant and expenses pertaining to the project shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representative upon request for six (6) years from the date of final payment to the Auditors.

16. City's Right to Terminate: The Services or the additional services herein contracted for may be terminated immediately in whole or in part, by the City upon written notice, when the City, in its sole and absolute discretion, determines such action to be in its best interest. Upon such termination, the City shall be liable to the Auditors only for payment for Services actually provided in conformance with the contract prior to the effective date of the termination.

17. Entire Understanding: This Agreement contains the entire understanding between the parties, and any additions or modifications hereto may only be made in writing, executed by both parties.

18. Applicable Law: This Agreement shall be interpreted in accordance with the laws of the State of Maryland.

19. Conflict of Interest: The person executing this Agreement on behalf of the Auditors certifies that he understands the provisions of the College Park City Charter and Code, dealing with conflicts of interest and the prohibition of the solicitation or acceptance of gifts.

20. Set-Off: In the event that the Auditors shall owe an obligation of any type whatsoever to the City at any time during the term hereof, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed the Auditors against any compensation due to Auditors for the provision of the Services.

21. 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.

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

For the City:

Joseph L. Nagro, City Manager
City of College Park
4500 Knox Road
College Park, Maryland 20740-3390
Telephone: 240-487-3501
FAX: 301-699-8029
E-mail: jnagro@collegeparkmd.gov

For the Auditors:

Name: William Seymour
Title: Partner
Firm: SB & Company, LLC
Address: 200 International Circle, Suite 5500
City, State, Zip: Hunt Valley, Maryland 21030
Telephone: 410-584-1404
FAX: 410-584-0061
E-mail Address: wseymour@sbandcompany.com

IN WITNESS WHEREOF, on the date hereinabove set forth, the parties hereto have executed this Agreement in two duplicate originals, any one of which shall be adequate proof of this Agreement without locating or accounting for the other.

Witness:

CITY OF COLLEGE PARK, MARYLAND

Janeen S. Miller, CMC
City Clerk

Joseph L. Nagro
City Manager

Witness:

SB & COMPANY, LLC

By:

Name: William Seymour

Title: Partner

Address: 200 International Circle, Suite 5500
Hunt Valley, Maryland 21030

Federal ID No.: 20-2153727

Approved as to Form:

Suellen M. Ferguson
City Attorney

2

Proposed permaculture project

MEMORANDUM

TO: Mayor and Council

THROUGH: Joe Nagro, City Manager *JN*
Terry Schum, Director of Planning, Community and Economic Development *TS*

FROM: Brenda Alexander, Deputy Director of Public Works
Steve Beavers, Community Development Coordinator *SB*

DATE: May 30, 2014

SUBJECT: Permaculture Pilot Project

ISSUE:

The Committee for a Better Environment (CBE) is interested in exploring a demonstration permaculture site in the City. This project will provide several benefits to the community including various edible fruits, nuts & berries as well as environmental education. Permaculture consultant Lincoln Smith was contacted to draft an initial plan for the Trolley Trail in Berwyn. This area was selected as a pilot project recognizing the potential for a unique educational opportunity for trail users and residents to experience permaculture plantings. Mr. Smith has presented the plan to the Berwyn District Civic Association (BDCA) and the Tree and Landscape Board (TLB). The CBE is seeking City Council approval to move forward with a pilot project.

SUMMARY:

City staff and CBE members walked the Berwyn section of the Trolley trail with Mr. Smith in spring 2014 to determine site suitability for the pilot project. Following this, Mr. Smith developed an extensive planting plan along the trail from Greenbelt Road to Berwyn Neighborhood Park. Attachment 1 shows this block-by-block design, developed so that it could be phased in, as CBE funding allows, over an extended timeframe. The plan was shared with the BDCA at their meeting on May 15th. Overall, the majority of the BDCA was receptive to locating the permaculture project within the Berwyn neighborhood. However, several residents in the Quebec Street area were concerned about maintenance and safety issues with tree fruits.

The plan was presented to members of the Tree and Landscape Board (TLB) at their meeting on May 21st. The plan received unanimous support from the TLB. The TLB proposed the location north of Quebec Street for the pilot permaculture site based on the lack of existing plantings. They also identified a potential partnership with nearby Holy Redeemer School for supplemental educational opportunities and maintenance by interested community members. The TLB was responsive to following Mr. Smith's planned ecological concept of forest layers of fruit trees, edible shrubs and pollinating plants grouped together. The Board dismissed the idea of planting only one of the planned layers such as just the trees or shrubs.

Staff reviewed the plans and recommends locating the pilot project in the block between Greenbelt Road and Tecumseh Street because it will provide full demonstration of the forest layer concept, which was the desire of the TLB. By installing all planting layers of trees, shrubs and supporting perennials it will permit the evaluation and viability of all layers in the difficult growing medium along the trolley trail. In addition, it will allow staff to determine maintenance requirements of a full forest layer. As a result of the increase in planned landscape plantings, which require the need for regular maintenance to be successful, the Public Works Department will be requesting one additional FTE in the landscape maintenance team to maintain the project as it is phased in. The Trolley Trail Forest Garden Team, consisting of staff, CBE and TLB members, will evaluate the pilot permaculture trees, shrubs and pollinating plants for establishment and longevity before proceeding with the next phase of the project.

RECOMMENDATION:

Staff recommends implementing a phased permaculture pilot project, beginning in the block between Greenbelt Road and Tecumseh Street.

ATTACHMENTS:

1. Draft plan drawings – dated May 13, 2014
2. Phasing and maintenance recommendations - dated May 22, 2014
3. Plant list cost estimates – dated May 15, 2014
4. Draft minutes of the permaculture discussion from the BDCA meeting on May 15, 2014
5. Draft minutes of the permaculture discussion from the TLB meeting on May 21, 2014
6. Letter of support from the CBE – dated May 29, 2014



Lincoln Smith
3707 Enterprise Road
Bowie, MD 20721

May 13, 2014

Committee for a Better Environment
City of College Park
4500 Knox Rd
College Park, MD 20740

**Trolley Trail Forest Garden:
Draft Plan, Plant List and Recommendations**

Dear CBE,

This is an opportunity to add an exciting and timely new layer to an already successful public amenity. With the local food movement on the rise in our culture, and an increasing understanding of the vital links between our food choices and the health of our ecosystems, the Trolley Trail Forest Garden offers an opportunity for College Park to play an important local and regional role in educating and inspiring people in this movement.

Below are initial recommendations for the project, and attached are a draft plan and plant list. Thank you for involving me in this project.

Lincoln Smith

Trolley Trail Forest Garden

Goals

- Demonstrate how permaculture practices can help people and the environment.
- Provide a variety of fruits, nuts, etc. for trail users to appreciate.
- Offer ideas that inspire trail users to replicate permaculture practices at home.

General Site Considerations & Requirements

- Don't block views of trail users to cars or vice versa.
- Avoid interfering with overhead wires or underground utilities.
- Road and trail surfaces may be treated with salt in the winter.
- Heavy use and some vandalism may occur.
- Avoid unduly increasing maintenance load.

Design

A journey along the Trolley Trail becomes a journey through permaculture. A person on the trail has the opportunity to see common and unusual fruits growing, learn about soil-building plants, watch insects and birds enjoying the flowers and see locally appropriate techniques and materials in use.

Fruits, Nuts and More

By growing a diversity of productive plants, several permaculture principles are demonstrated. The goal of producing a yield is ensured because if one species fails, all is not lost—another species will succeed. Pests do not overwhelm the entire crop the way they may in a monoculture. See attached species list.

Nitrogen-Fixing Plants

Throughout the Trolley Trail Forest Garden, nitrogen-fixing plants are included to improve the soil and develop a more fertile growing environment for the fruit trees and other productive plants. These are often located at the tops of slopes where their nutrient-rich leaf matter and exudates will tend to spread downhill toward fruiting plants.

Redbud Guild

The shady garden bed under the Redbud tree near where Seminole Street crosses the trail is a good spot to create an example of a guild of shade-loving, edible and useful plants. See species group in attached plant list.

Bench/Arbor

Most of the benches along the trolley trail face the trail. It would be worthwhile to provide a bench that faces away from the trail and with some feeling of enclosure, to offer a different experience. The elevated location and pleasant view near Quebec Street make this a good possible place. The construction of an arbor allows a vine to be grown.

Black Locust Site Features

Site features such as cane-fruit T-posts, arbors, and potentially any new benches, fences, etc. offer an opportunity to showcase Black Locust as a forest garden material. Locust is a locally abundant, soil-improving species whose wood is as rot-resistant as pressure-treated wood but without the energy intensive chemical treatment process.

Check Logs or Swales

For steep portions of the site, permaculture calls for the installation of swales or check logs to slow the loss of water and soil from the site, to retain and build fertility. A good place for this technique is just north of Tecumseh Street, to the east of the trail.

Signs

ENTRANCE

In order to set off and draw attention to the forest garden, trail walkers and riders should pass by an indication that they have entered a special zone. A sign arcing over the path, with a passionflower or grape vine trailing from it would be a good way to do this. A less costly option would be entrance signs at either end of the forest garden:

Welcome to the

Trolley Trail Forest Garden

Edible * Ecological

Here you can explore a special set of useful plants: plants that give fruit, nuts, greens, wood, fiber, herbs, spices and other yields for people, and ecosystem uses such as building soil, filtering water and supporting biodiversity of insects, birds and mammals.

PLANTS

A consistent set of plant species signs and informational icons will help trail users appreciate the forest garden along the length of the trail, as it weaves through existing plantings. For example:

<p>Pawpaw <i>Asimina triloba 'Susquehanna'</i></p>  <p>edible fruit</p>	<p>Black Locust <i>Robinia pseudoacacia</i></p>  <p>wood - fuel & construction soil-building</p>	<p>Little-Leafed Linden <i>Tilia cordata</i></p>  <p>salad greens</p>
---	--	---

INTERPRETIVE

In addition to the entrance and the plant labels, it will be useful to include other interpretive signs. For example, a sign explaining the insectaries:

Insectary

Flowering plants increase the number and variety of insects on the site.

Benefits:

- Better pollination of fruit trees
- More insects → More insect eaters like birds and spiders → Fewer pests on the fruit
- 90% of butterflies' and moths' larvae can eat only one group of plants, so diversity of plants supports diversity of these Lepidoptera

Another example could be a sign explaining a particular plant in more detail, such as the Hackberry:

Key Plant: Hackberry – The Energy Bar Nut-Berry

Celtis occidentalis

- With a mortar and pestle, hackberries can be pounded into an “energy bar”
- Hackberry is a little known food, but of great significance from pre-historic times. Hackberry fruits are found in greater abundance than any other species in pre-historic settlements.
- Hackberries are highly nutritious, providing fat, carbohydrate and protein.
- Hackberries are often found growing in association with the allelopathic Black Walnut, a tree growing along the Trolley Trail.

Implementation and Phasing

The attached plan includes a substantial number of plants which could be installed all at once, but could also be phased. Phasing can be determined by budget, and perhaps by the interests and hopes of local community members.

One way to phase the implementation of a forest garden is to begin with the largest plants which are the least expensive because of the small number, and work down to smaller and smaller plants over time.

Phase I Objectives:

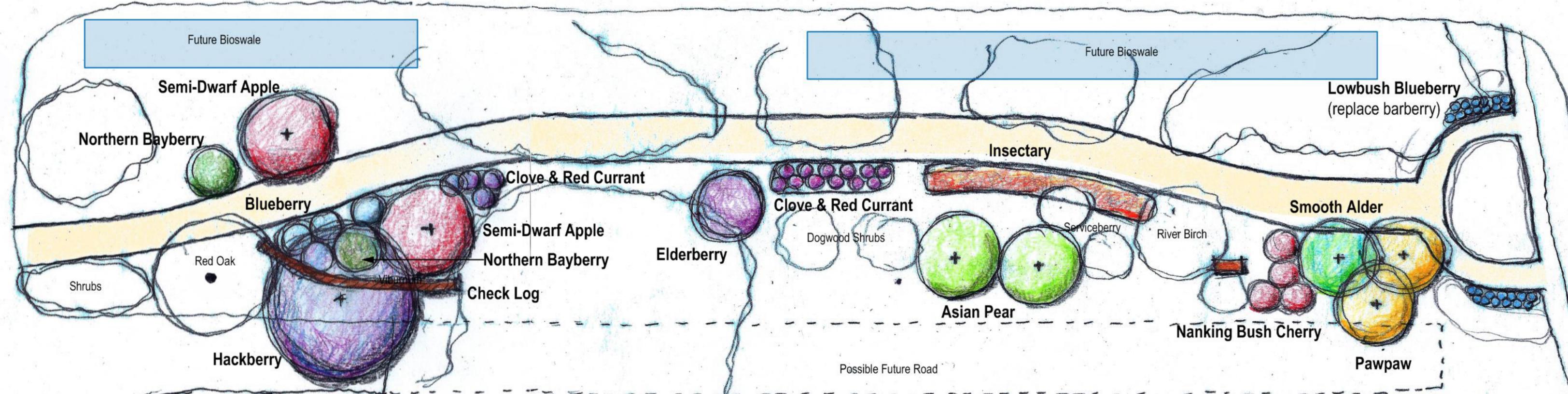
- Learn which species of plant thrive on the site
- Evaluate the trail users’ and local community’s response to the forest garden planting
- Include some plants that produce quickly to inspire interest. Black Raspberries, Blackberries and Currants are examples of plants that begin bearing fruit after a year or two.



TECUMSEH STREET

GREENBELT ROAD

RHODE ISLAND AVENUE



SEE SHEET 2



TROLLEY TRAIL FOREST GARDEN
DRAFT PLAN
 SHEET 1

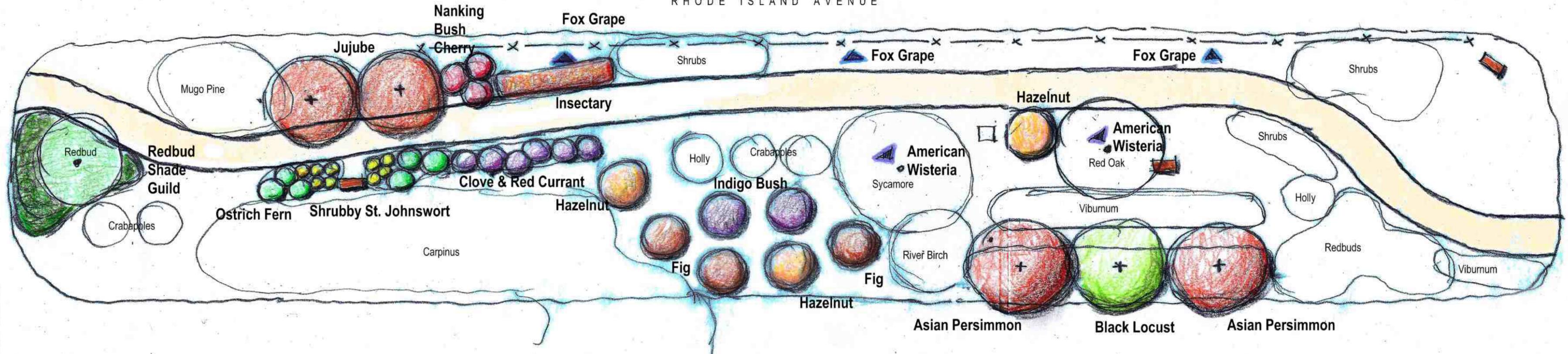
5-13-2014 SCALE: 1" = 20'-0"
 Lincoln Smith

SEMINOLE STREET

TECUMSEH STREET

SEE SHEET 1

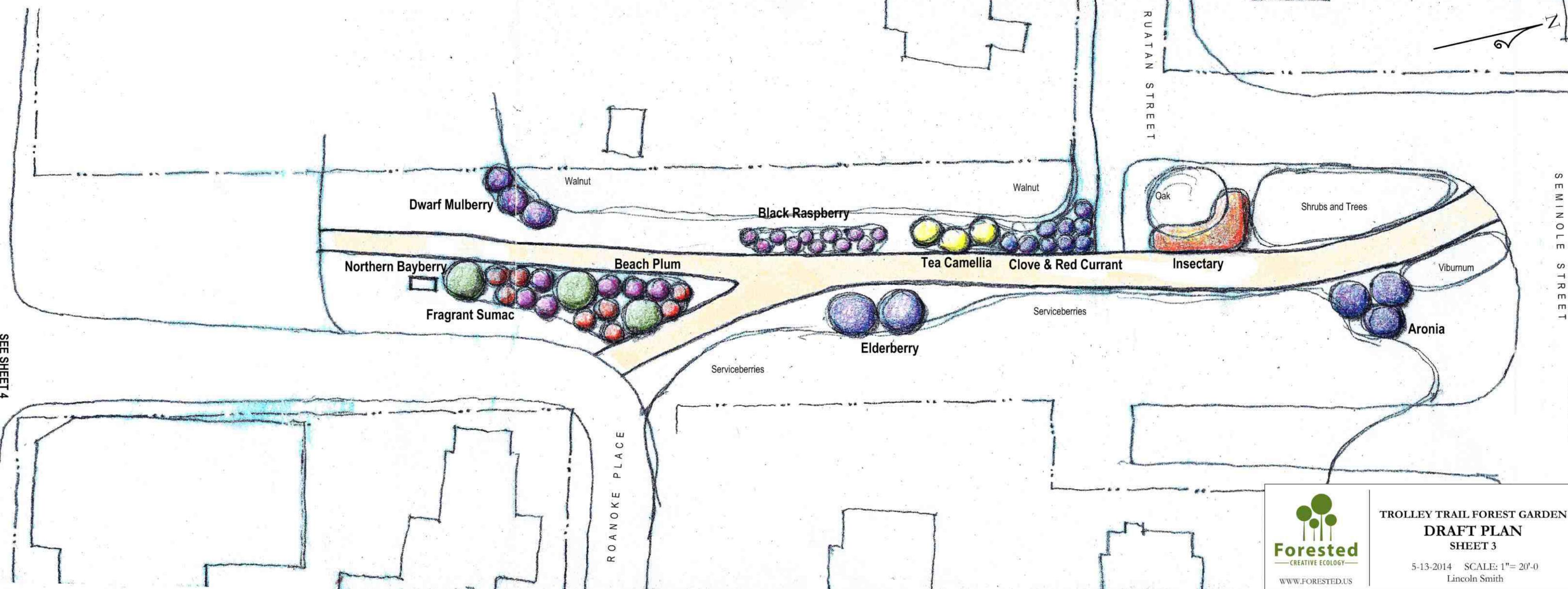
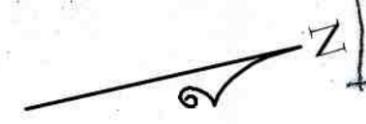
RHODE ISLAND AVENUE



SEE SHEET 3



TROLLEY TRAIL FOREST GARDEN
DRAFT PLAN
 SHEET 2
 5-13-2014 SCALE: 1"= 20'-0"
 Lincoln Smith



RUATAN STREET

SEMINOLE STREET

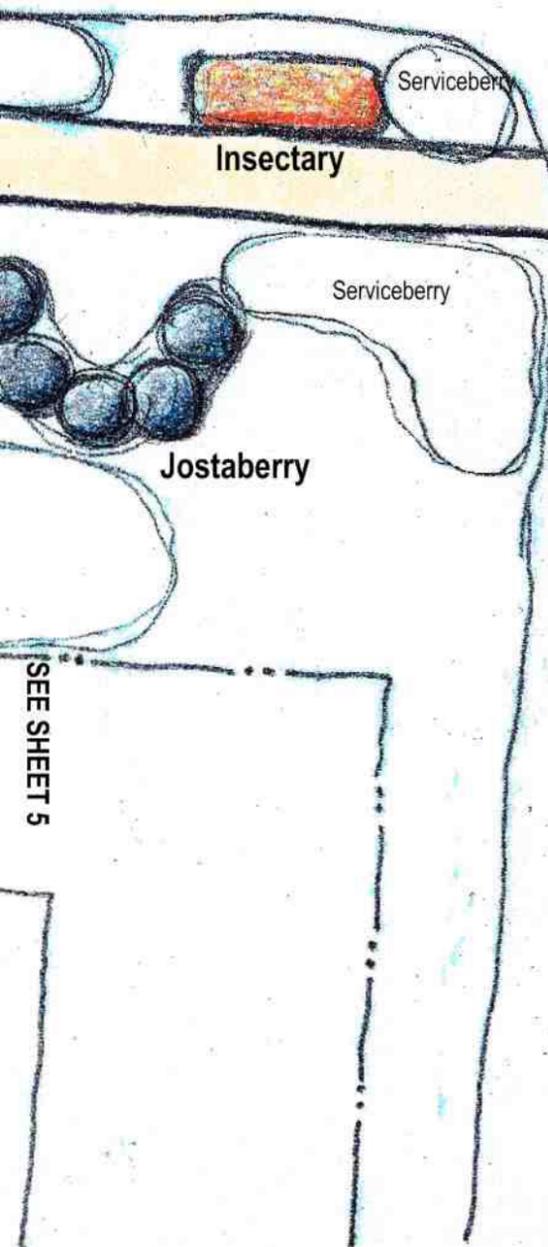
ROANOKE PLACE

SEE SHEET 4

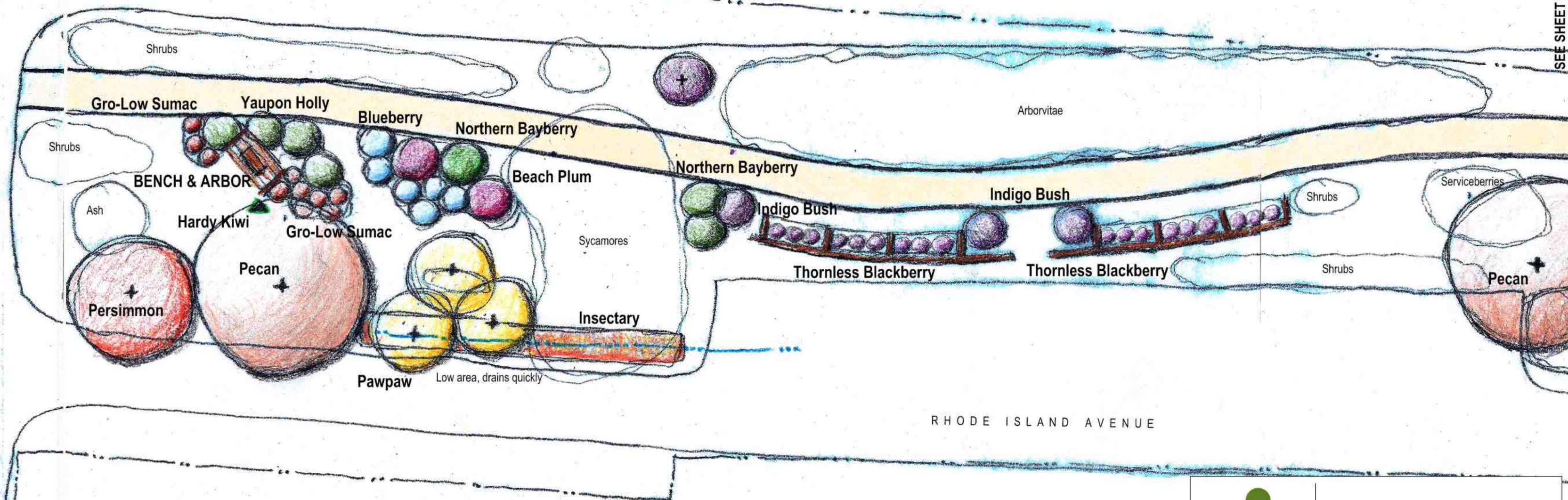
SEE SHEET 2



TROLLEY TRAIL FOREST GARDEN
DRAFT PLAN
SHEET 3
5-13-2014 SCALE: 1"= 20'-0"
Lincoln Smith



QUEBEC STREET



SEE SHEET 3

SEE SHEET 5

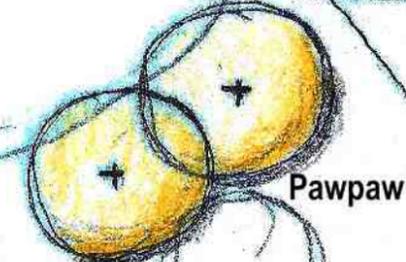
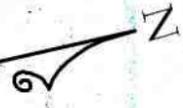
RHODE ISLAND AVENUE



**TROLLEY TRAIL FOREST GARDEN
DRAFT PLAN
SHEET 4**

5-13-2014 SCALE: 1" = 20'-0"
Lincoln Smith

Berwyn Neighborhood Playground



Pawpaw

Carpinus

Viburnum

Serviceberry

Insectary

Clove & Red Currant

Linden

Oak

Boxelder

Serviceberry

Black Raspberry

Tea Camellia

Smokebush

Cranberry Viburnum

Jostaberry

Northern Bayberry

Indigo Bush

Serviceberry

Walnut

Big Oak

Cherry

Hackberry

Walnut

QUEBEC STREET

SEE SHEET 4



TROLLEY TRAIL FOREST GARDEN
DRAFT PLAN
SHEET 5

5-13-2014 SCALE: 1"= 20'-0"
Lincoln Smith

WWW.FORESTED.US



Lincoln Smith
3707 Enterprise Road
Bowie, MD 20721

May 22, 2014

Committee for a Better Environment
City of College Park
4500 Knox Rd
College Park, MD 20740

**Trolley Trail Forest Garden:
Phasing and Maintenance Recommendations**

Phasing

The draft plan for the Trolley Trail Forest Garden shows an extensive scope. This scope can be implemented in phases to test the performance of the plants, gauge the public's response to the project, and spread out the cost and maintenance.

- **Layered Phasing.** One way to phase the project would be to plant all trees and large shrubs throughout the plan, because these larger plants are lower cost and lower maintenance than smaller shrubs and perennials.
- **Area Phasing.** In response to the above "layered phasing" idea, several people on the Tree and Landscape Board and on CBE have pointed out that it could be better to choose an area and plant all "layers" of the plan at once, because this would best embody the layers of permaculture for the public.
 - **Phase I Location.** In discussing which area to start with for the "pilot" planting, the strongest support has been for the scope shown at the southern end of Sheet 4, just north of the intersection of Quebec Street and Rhode Island Avenue.
 - **Phase I Timing: Fall 2014 to Spring 2015.** Mid- to late fall is the ideal time for planting trees, and spring is best for some smaller shrubs and perennials.
- **Future Phases: full implementation over 3 to 5 years.** As it grows and expands, the Trolley Trail Forest Garden permaculture demonstration has the potential to **provide more educational value and become better known in the region.** There is a variety of habitats along the trail, offering the opportunity to showcase a range of species of useful plants. Because of this, it would be useful to consider implementing the entire scope of the plan over the coming 3 to 5 years.
- **Anticipating Lessons Learned from Phase I.** Phase I will generate useful information for CBE and the partnership that forms around the Trolley Trail Forest Garden. Examples could include:

- **Plant Performance.** Some plants may not thrive where they are planted. The soil along the Trolley Trail is difficult in many places. Plants species that thrive in Phase I will receive special consideration for later phases. Other species can be tried in place of plants that fail to thrive.
- **Public Response.** The Trolley Trail Forest Garden team will have the opportunity to learn which aspects of the project are most inspiring to locals and trail users, and build on successes and enthusiasm.

Maintenance

The plant species chosen for the Trolley Trail Forest Garden have been selected based on local experience growing them with relatively low maintenance. The highest maintenance burden will be in the first year or two after planting.

General Note on Mulch: thorough, thick mulching with composted yard waste and wood chips reduces maintenance and helps plants thrive by keeping the root zone moist and less weedy. However, organic mulch should not be placed against the trunks of trees or shrubs. Pea gravel may be used as mulch to cover the soil and suppress weeds at the trunk. Mulching should be refreshed a minimum of once or twice per year.

YEAR 1

WEEKLY

- Water all new trees and shrubs weekly throughout growing season as needed. See <http://caseytrees.org/get-involved/water/> for a regional tree-watering status updated weekly.
 - Gator bags are an option for slow-release water supply to trees. Fill weekly.
- Water all perennials weekly as needed.

MONTHLY

- Inspect new trees and shrubs for weeds a minimum of once per month, and remove and/or smother-mulch weeds as needed.
- Inspect and clean out deer guards; ensure they are protecting the trees and not inhibiting growth.
- Thoroughly weed perennial beds monthly. This may need to be more frequent depending on weed pressure.

YEAR 2

WEEKLY

- Some trees and shrubs in their second year will still require weekly watering throughout growing season.
- Some trees and shrubs and most perennials in their second year should survive even dry periods, but may look better with occasional watering.

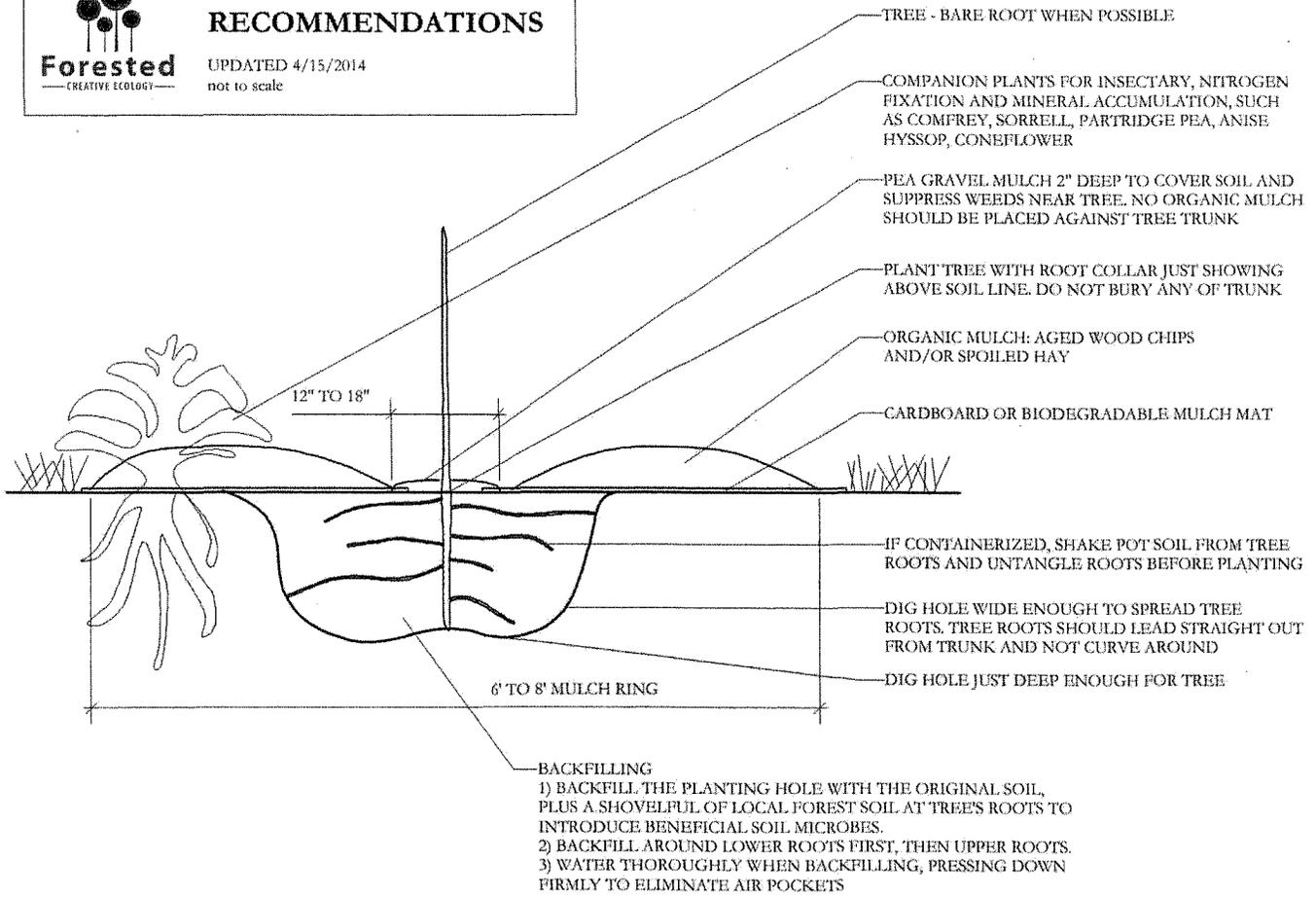
MONTHLY

- Inspect new trees and shrubs for weeds a minimum of once per month, and remove and/or smother-mulch weeds as needed. This burden will gradually decrease as tree canopies fill in.
- Inspect and clean out deer guards; ensure they are protecting the trees and not inhibiting growth.
- Thoroughly weed perennial beds monthly. The weeding burden should decrease as the perennials fill in.



TREE PLANTING RECOMMENDATIONS

UPDATED 4/15/2014
not to scale



TROLLEY TRAIL FOREST GARDEN PLANTS LIST

5/15/2014

Common Name	Botanical Name	Qty	Cost Low	Cost High	Size (h x w)	Water	Sun	Salt Tolerant	Native	Fruit / Nut	Greens	Spices / Medicine	Materials / Fuel	N2-Fixer / Miner	Birds / Mammals	Insectary
LARGE TREES		Per>	\$30	\$100												
Pecan	<i>Carya illinoensis 'Kanza'</i>	1	\$30	\$100	80 x 80	M	o			Y				Y	Y	Y
Pecan	<i>Carya illinoensis 'Peruque'</i>	1	\$30	\$100	80 x 80	M	o			Y				Y	Y	Y
American Persimmon	<i>Diospyros virginiana 'Yates'</i>	1	\$30	\$100	70 x 30	D M W	o	Y	Y	Y					Y	Y
SUBTOTAL		3	\$90	\$300												
SMALL TREES		Per>	\$30	\$100												
Smooth Alder	<i>Alnus serrulata</i>	1	\$30	\$100	20 x 20	M W	o		Y				Y	Y	Y	
Pawpaw	<i>Asimina triloba 'PA Golden'</i>	2	\$60	\$200	20 x 20	M W	o e		Y	Y						Y
Pawpaw	<i>Asimina triloba 'Shenandoah'</i>	2	\$60	\$200	20 x 20	M W	o e		Y	Y						Y
Pawpaw	<i>Asimina triloba 'Susquehanna'</i>	3	\$90	\$300	20 x 20	M W	o e		Y	Y						Y
Hackberry	<i>Celtis occidentalis</i>	2	\$60	\$200	35 x 35	D M W	o e	Y	Y	Y					Y	Y
Kaki Persimmon	<i>Diospyros kaki 'Fuyu'</i>	1	\$30	\$100	25 x 25	M	o		N	Y						
Kaki Persimmon	<i>Diospyros kaki 'Saijo'</i>	1	\$30	\$100	25 x 25	M	o		N	Y						
Apple	<i>Malus pumila 'Enterprise' (semi-dwarf)</i>	1	\$30	\$100	20 x 20	M	o		N	Y						
Apple	<i>Malus pumila 'William's Pride' (semi-dwarf)</i>	1	\$30	\$100	20 x 20	M	o		N	Y						
Cherry	<i>Prunus x 'Black Gold'</i>	1	\$30	\$100	20 x 20	M	o		N	Y						
Cherry	<i>Prunus x 'White Gold'</i>	1	\$30	\$100	20 x 20	M	o		N	Y						
Asian Pear	<i>Pyrus pyrifolia</i>	2	\$60	\$200	25 x 25	M	o		N	Y						
Black Locust	<i>Robinia pseudoacacia</i>	1	\$30	\$100	70 x 40	D M	o		Y			Y	Y			Y
Jujube	<i>Zizyphus jujuba 'Lang'</i>	1	\$30	\$100	25 x 25	D M	o e		N	Y						
Jujube	<i>Zizyphus jujuba 'Li'</i>	1	\$30	\$100	25 x 25	D M	o e		N	Y						
SUBTOTAL		21	\$630	\$2,100												
LARGE SHRUBS		Per>	\$20	\$50												
False Indigo Bush	<i>Amorpha fruticosa</i>	6	\$120	\$300	10 x 10	D M W	o e		Y					Y		Y
Black Aronia	<i>Aronia melanocarpa</i>	3	\$60	\$150	10 x 10	M W	o e	Y	Y	Y					Y	
American Hazelnut	<i>Corylus americana</i>	2	\$40	\$100	15 x 15	M	o		Y	Y					Y	Y
European Hazelnut	<i>Corylus avellana</i>	1	\$20	\$50	15 x 15	M	o		N	Y						
Fig	<i>Ficus carica 'Hardy Chicago'</i>	3	\$60	\$150	12 x 12	D M	o e		N	Y						
Weeping Mulberry	<i>Morus alba 'Weeping'</i>	1	\$20	\$50	12 x 12	D M	o e		N	Y						
Yaupon Holly	<i>Ilex vomitoria male</i>	1	\$20	\$50	10 x 10	M W	o e	Y	Y			Y			Y	
Yaupon Holly	<i>Ilex vomitoria 'Shadow's Female'</i>	3	\$60	\$150	10 x 10	M W	o e	Y	Y			Y			Y	
Northern Bayberry	<i>Myrica pensylvanica</i>	11	\$220	\$550	10 x 10	D M W	o e	Y	Y			Y		Y		
Canada Elderberry	<i>Sambucus canadensis</i>	3	\$60	\$150	15 x 15	M W	o e •	Y	Y	Y		Y			Y	
Little Leaved Linden	<i>Tilia cordata (coppiced)</i>	1	\$20	\$50	15 x 15	M	e •		N		Y					
Cranberry Viburnum	<i>Viburnum trilobum</i>	4	\$80	\$200	15 x 15	M W	o e		Y	Y					Y	

Common Name	Botanical Name	Qty	Cost Low	Cost High	Size (h x w)	Water	Sun	Salt Tolerant	Native	Fruit / Nut	Greens	Spices / Medicine	Materials / Fuel	N2-Fixer / Miner	Birds / Mammals	Insectary
SUBTOTAL		39	\$780	\$1,950												
MEDIUM SHRUBS		Per>	\$20	\$40												
Tea Camellia	<i>Camellia sinensis var. sinensis</i>	6	\$120	\$240	6 x 6	M	o e •		N			Y				
Dwarf Mulberry	<i>Morus alba 'Girardi'</i>	3	\$60	\$120	6 x 6	D M	o e		N	Y						
Beach Plum	<i>Prunus maritima</i>	8	\$160	\$320	6 x 6	D M	o e	Y								
Nanking Bush Cherry	<i>Prunus tomentosa</i>	7	\$140	\$280	8 x 8	D M	o		N	Y						
Fragrant Sumac	<i>Rhus aromatica</i>	8	\$160	\$320	6 x 6	D	o e		Y	Y					Y	Y
Jostaberry	<i>Ribes x culverwellii</i>	5	\$100	\$200	6 x 6	M	o e		N	Y						
Blueberry	<i>Vaccinium corymbosum</i>	10	\$200	\$400	8 x 8	D M W	o	Y	Y	Y					Y	
SUBTOTAL		47	\$940	\$1,880												
SMALL SHRUBS		Per>	\$15	\$30												
Shrubby St. John's Wort	<i>Hypericum prolificum</i>	9	\$135	\$270	3 x 3	D M	e •		Y			Y				
Fragrant Sumac	<i>Rhus aromatica 'Gro-Low'</i>	10	\$150	\$300	2 x 6	D	o e		Y	Y					Y	Y
Clove Currant	<i>Ribes odoratum</i>	20	\$300	\$600	2 x 3	D M	o e		Y	Y						
Red Currant	<i>Ribes silvestre</i>	20	\$300	\$600	4 x 4	M	o e		N	Y						
Black Raspberry	<i>Rubus occidentalis</i>	17	\$255	\$510	4 x sprd	D M	o e		Y	Y					Y	Y
Thornless Blackberry	<i>Rubus spp.</i>	18	\$270	\$540	8	D M	o e		N	Y						
Lowbush Blueberry	<i>Vaccinium angustifolium</i>	24	\$360	\$720	2 x 2	D M	o e	Y	Y	Y					Y	Y
SUBTOTAL		118	\$1,770	\$3,540												
WOODY VINES		Per>	\$20	\$50												
Hardy Kiwi	<i>Actinidia arguta 'Issai'</i>	1	\$20	\$50	15	M	o e		N	Y						
Fox Grape	<i>Vitis labrusca</i>	3	\$60	\$150	20	D M W	o	Y	Y	Y					Y	
American Wisteria	<i>Wisteria frutescens</i>	2	\$40	\$100	20	M	o e •		Y					Y		Y
SUBTOTAL		6	\$120	\$300												
PERENNIALS																
REDBUD SHADE GUILD		Per>	\$6	\$12												
Ramps	<i>Allium tricoccum</i>	10	\$60	\$120	1 x 1	M W	•		Y		Y	Y				
Canada Ginger	<i>Asarum canadense</i>	7	\$42	\$84	0.3 x sprd	M W	e •		Y			Y				
Green and Gold	<i>Chrysogonum virginianum</i>	10	\$60	\$120	0.3 x sprd	M	e		Y							Y
Wintergreen	<i>Gaultheria procumbens</i>	5	\$30	\$60	0.3 x 1	D M	e •		Y			Y				
American Alumroot	<i>Heuchera americana 'Dale's Strain'</i>	5	\$30	\$60	1.5 x 3	D M	e •		Y							
Ostrich Fern	<i>Matteuccia struthiopteris</i>	5	\$30	\$60	5 x 3	M W	e •		Y		Y					
Allegheny spurge	<i>Pachysandra procumbens</i>	6	\$36	\$72	0.3 x sprd	M	e •		Y							
Giant Solomon's Seal	<i>Polygonatum biflorum v. commutatum</i>	6	\$36	\$72	4 x 1	M W	e •		Y		Y					
Sorrel	<i>Rumex acetosa 'Profusion'</i>	3	\$18	\$36	1 x 2	M	o e		N		Y	Y		Y		

Common Name	Botanical Name	Qty	Cost Low	Cost High	Size (h x w)	Water	Sun	Salt Tolerant	Native	Fruit / Nut	Greens	Spices / Medicine	Materials / Fuel	N2-Fixer / Miner	Birds / Mammals	Insectary
SUBTOTAL		57	\$342	\$684												
INSECTARY		Per>	\$6	\$12												
Anise Hyssop	<i>Agastache foeniculum</i>	35	\$210	\$420	5 x 3	M	o e •		Y			Y				Y
Butterfly Weed	<i>Asclepias tuberosa</i>	35	\$210	\$420	2 x 1	D M	e	Y	Y							Y
Wild Blue Indigo	<i>Baptisia australis</i>	35	\$210	\$420	4 x 5	D M	e	Y	Y				Y			Y
Threadleaf Coreopsis	<i>Coreopsis verticillata</i>	35	\$210	\$420	3 x 3	D M	o		Y							Y
Purple Coneflower	<i>Echinacea purpurea</i>	35	\$210	\$420	4 x 2	D M	e	Y	Y			Y				Y
Joe Pye Weed	<i>Eupatorium purpureum 'Little Joe'</i>	35	\$210	\$420	5 x 4	M W	o e	Y	Y						Y	Y
Beebalm	<i>Monarda didyma</i>	35	\$210	\$420	4 x sprd	M W	e	Y	Y			Y				Y
Maryland Senna	<i>Senna marylandica</i>	35	\$210	\$420	6 x 3	D M	e		Y				Y		Y	
Blue Wood Aster	<i>Symphotrichum cordifolium</i>	35	\$210	\$420	3 x sprd	D M	e •		Y							Y
New England Aster	<i>Symphotrichum novae-angliae</i>	35	\$210	\$420	4 x 4	D M	e	Y	Y							Y
Russian Comfrey	<i>Symphytum x uplandicum 'Backing 14'</i>	35	\$210	\$420	3 x 5	D M	e		N			Y		Y		Y
Blue Vervain	<i>Verbena hastata</i>	35	\$210	\$420	4 x 2	M W	e		Y			Y				Y
SUBTOTAL		420	\$2,520	\$5,040												
Deer Guards for Large and Small Trees: \$5 to \$8 each		24	\$120	\$192												
TOTAL			\$7,312	\$15,986												
Note: this estimate is for the plants and deer guards. It does not include the cost of labor or planting materials like mulch, compost and ammendments.																
PHASING BY PLANT TYPE: All Trees, Large & Medium Shrubs			\$2,440	\$6,230												
PHASING BY SHEET																
SHEET 1																
Large Trees		0	\$0	\$0												
Small Trees		8	\$240	\$800												
Large Shrubs		3	\$60	\$150												
Medium Shrubs		8	\$160	\$320												
Small Shrubs		40	\$600	\$1,200												
Vines		0	\$0	\$0												
Perennials		94	\$564	\$1,128												
Deer Guards		8	\$40	\$64												
TOTAL			\$1,664	\$3,662												
SHEET 2																
Large Trees		0	\$0	\$0												

Common Name	Botanical Name	Qty	Cost Low	Cost High	Size (h x w)	Water	Sun	Salt Tolerant	Native	Fruit / Nut	Greens	Spices / Medicine	Materials / Fuel	N2-Fixer / Miner	Birds / Mammals	Insectary
Small Trees		5	\$150	\$500												
Large Shrubs		8	\$160	\$400												
Medium Shrubs		3	\$60	\$120												
Small Shrubs		15	\$225	\$450												
Vines		5	\$100	\$250												
Perennials		110	\$660	\$1,320												
Deer Guards		5	\$25	\$40												
TOTAL			\$1,380	\$3,080												
SHEET 3																
Large Trees		0	\$0	\$0												
Small Trees		0	\$0	\$0												
Large Shrubs		8	\$160	\$400												
Medium Shrubs		20	\$400	\$800												
Small Shrubs		20	\$300	\$600												
Vines		0	\$0	\$0												
Perennials		79	\$474	\$948												
Deer Guards		0	\$0	\$0												
TOTAL			\$1,334	\$2,748												
SHEET 4																
Large Trees		3	\$90	\$300												
Small Trees		3	\$90	\$300												
Large Shrubs		11	\$220	\$550												
Medium Shrubs		8	\$160	\$320												
Small Shrubs		28	\$420	\$840												
Vines		1	\$20	\$50												
Perennials		141	\$846	\$1,692												
Deer Guards		6	\$30	\$48												
TOTAL			\$1,876	\$4,100												
SHEET 5																
Large Trees		0	\$0	\$0												
Small Trees		5	\$150	\$500												
Large Shrubs		9	\$180	\$450												
Medium Shrubs		8	\$160	\$320												
Small Shrubs		15	\$225	\$450												
Vines		0	\$0	\$0												
Perennials		53	\$318	\$636												
Deer Guards		5	\$25	\$40												
TOTAL			\$1,058	\$2,396												

Draft unapproved minutes of the permaculture discussion from the Berwyn District Civic Association Meeting on May 15th:

Lincoln Smith, Researcher with Forested Creative Ecology, gave a presentation on a proposed permaculture planting for the Trolley Trail. Alan Hew, City Councilman for District 4 and previously on the Committee for a Better Environment, was in attendance. The proposal is to establish an "edible garden" along the Trolley Trail that runs through Berwyn. They are seeking support for the proposal from the community. The garden would run along the trail from Greenbelt Road to the playground. Mr. Smith described a similar project he has designed in Greenbelt and a 10-acre site at a church in Bowie, both of which he encouraged residents to visit. The first three years of the plantings would require regular watering to help the plants get established. The plants would go in next spring. Permaculture is "taking care of the environment and people at the same time." There are lots of opportunities to do good environmentally in the places where we live. Most of our food originates in a culture that feeds a lot of people but removes resources. Establishing "forest architecture" is looking at layers of a forest and trying to imitate that. There's a lot more going on in such an environment than in a monoculture such as a cornfield. We should aspire to polyculture, where plants can provide support to each other, rather than monoculture. Legumes fix nitrate back into the soil. Fungii are part of the ecosystem. There's a need to build up the soil along the Trolley Trail. Diversity in both plants and pests is important. The proposal is a 5- or 10-year vision. The proposed garden would include interpretative signs along the way, telling you what the plants are. Mr. Lincoln suggests turning the benches along the trail backwards so they're not facing the trail. He recommends a medium shade tree, such as a pecan, just south of the Jack Perry plaza. College Park has budgeted a certain amount of money to this project. The City could expand the amount of money budgeted to the project every year. Businesses might want to "sponsor" a planting - a tree, say. An audience member stated that having a permaculture, edible trail in our City would attract bicyclists. Some residents were concerned about people using the pawpaw fruit as "missiles." Vice President Pitt expressed concern about shrubs providing a haven for criminals and vandalism such as we experienced at James Adams Park. Another resident said that the fruit on the trees is not going to be like the "perfect" fruit we see at the supermarket. A lot of it will end up rotting on the ground. President Young asked about maintenance costs.

**DRAFT / Minutes of the Tree and Landscape Board
City Hall, City of College Park
May 21, 2014**

<u>Members</u>	<u>Present</u>	<u>Absent</u>
Brenda Alexander, Public Works Deputy Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Steven Beavers, Planning Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Herschbach, Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>
John Krouse, Member	<input type="checkbox"/>	<input checked="" type="checkbox"/>
John Lea-Cox, City Forester	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mark Wimer, Chairperson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CBE Liaison, Gemma Evans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CBE Liaison, Janis Oppelt	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Also present: Bill Gardiner, Assistant City Manager
 Alan Hew, District 4 County Councilmember
 Lincoln Smith, Forested

Chairperson Wimer called the meeting to order at 7:08 p.m.

I. Approval of the Meeting Minutes

Motion: Approval of the April 16, 2014 Tree and Landscape Board meeting minutes, as amended.

Moved: CBE Liaison Oppelt
Aye: Unanimous

Second: Mr. Beavers
Nay: 0 **Abstain:** 0

II. Arbor Day

Chairperson Wimer informed members that Arbor Day was very successful and that, in spite of the rain, approximately 15 people participated in the plantings, including the Boy Scouts. Yellow wood trees and sweet shrubs were planted.

III. Prince George's County Releaf Program

Ms. Alexander, Public Works Director, invited all in attendance to the Prince George's County Releaf Kickoff event that will be held Thursday morning, May 29, in Lakeland at 54th and Navahoe Street. She had recently placed an order for a number of native trees and shrubs and, thus, the City qualified to apply for the Releaf Program. The Program provides reimbursement for up to \$150 per tree or shrub. Adam Ortiz, Director of Prince George's County Environmental Resources, will be available to speak, and Ms. Alexander is hopeful that other City staff and residents will attend.

IV. Permaculture Presentation

Mr. Beavers, Planning Representative, provided an illustration of the proposed permaculture trolley trail plan, as well as a trolley trail forest garden plants list. The list included estimated costs for each of the five trolley trail sections, but excluded labor and planting materials. The

Committee for a Better Environment (CBE) had requested Mr. Smith, Forested, to work up a permaculture plan for the trolley trail, and he identified opportunities along the length of the trail for plants that will be educational, appropriate, and provide food, as well as plants that are designed to increase the diversity of insects on the site; e.g., both apple trees and winterberry shrubs could be planted side by side to attract a varied set of insects.

Mr. Smith showed a video slide of the permaculture plan for the trolley trail which illustrated how plants feed each other. He explained that the idea of permaculture is to plant something that can restore the environment and feed people simultaneously. Mr. Smith suggested including fruits and other useful plants, such as hazelnut, red buds, native strawberry, elderberry, fragrant sumac (used for lemonade), weeping mulberries, persimmons, linden, currants, etc. He also suggested apples and paw paws (both types of fruit can be used to make pies). He explained that the harvest window for paw paws is 3 to 4 weeks, but it helps to have two genetically different varieties that are planted close together for pollination. He also suggested hackberry, which is a very nutritious plant similar to an energy bar that can be molded into any shape and consumed.

Councilmember Hew stated that all but two residents in attendance at the Berwyn Civic Association meeting were generally supportive of the project. However, some of the residents expressed concern about apples from trees that may be planted too close to the bike trail falling and causing injury to walkers and bikers, apples being thrown at their houses, and apples not being consumed and rotting on the ground. He suggested a compost site near the location of the apple trees. However, some AWC members thought the compost site would not be properly managed and may attract rats. It was also stated that some of the home brewer cider makers may harvest the apples. Councilmember Hew suggested avoiding planting trees with large fruits on the west side of Quebec Street due to concerns by residents.

Mr. Smith stated that this trolley trail plan is not to have an enormous planting and create a massive workload on Public Works to maintain, but to choose a particular section of the trail and conduct a pilot. Following the Berwyn Civic Association Meeting presentation, he was contacted by a resident who suggested that the end of the trail near Greenbelt Road would be the best location to begin since it does not back up to houses and that there is a large open area.

Chairperson Wimer was concerned about maintenance requirements the first couple of years. Mr. Smith stated that the lowest maintenance would be the trees, and the highest maintenance would be the perennial beds that may have to be landscaped and well manicured. He also suggested turning the benches, which currently sit close to the trail, to face away from trail, and perhaps placing them under an arbor or grow kiwi or black locust over them. Mr. Beavers suggested that the CBE coordinate who will be responsible for maintaining the permaculture planting. He also suggested a projected maintenance schedule to present to the City Council as well as a timeline of when the plantings would begin and also when they may start producing fruit/flowers. Ms. Alexander suggested that the plantings begin this coming fall and also suggested that volunteers provide monthly maintenance.

Dr. John Lea-Cox made a motion to begin the permaculture planting on Section 4 of the trolley trail plan. It was decided to include educational signage, and CBE has agreed to pay for the signs and also purchase 50 gator bags. The smaller plastic embossed signs will cost \$15 each; the larger interpretive signs will cost more, depending on the content of each sign. The TLB and CBE will collaborate on the content of the interpretive educational signage. The estimated costs to begin Section 4 of the trolley trail are \$4,000 for plants, \$2,000 for signs, and \$2,000 for the arbor and bench.

Motion: For aesthetic, educational, and environmental reasons, the TLB recommends that the city pursue a pilot permaculture planting along the trolley trail in Berwyn. Specifically, the

southern section of the proposed "Sheet 4" in the plans, adjacent to Quebec Street, is recommended for the pilot.

Moved: Dr. Lea-Cox
Aye: Unanimous

Second: Dr. Herschbach
Nay: 0 **Abstain:** 0

Most members in attendance agreed with Dr. Lea-Cox's suggestion of spending \$600 of the estimated \$30,000 from the Alice Kennington Tree Fund for the pilot project, since the funds have not been used since they were left to the City approximately 10 years ago. CBE Liaisons Evans and Oppelt stated that CBE wants this project to be a partnership with the TLB and felt that utilizing a portion of the Alice Kennington Tree Fund would be a great use of the funds.

Motion: For the TLB to show their support for the permaculture planting on the trolley trail this fall by using \$600 from the Alice Kennington Tree Fund to purchase mature trees

Moved: Dr. Lea-Cox
Aye: Unanimous

Second: Mark Wimer
Nay: 0 **Abstain:** 0

Mr. Beavers suggested that representatives from CBE and TLB should attend the City Council work session on the trolley trail project on June 3; TLB Chairperson Wimer and CBE Liaisons Evans and Oppelt may attend.

V. Adjournment

The TLB meeting adjourned at 9:17 p.m. The next TLB meeting is scheduled for June 18 at 7:00 p.m. in City Hall.

Minutes prepared by Debra Pinkett, Contract Secretary for the City of College Park



May 29, 2014

To: Mayor Fellows and members of the City Council of the City of College Park

From: Gemma Evans and Janis Oppelt, co-chairs for the Committee for a Better Environment (CBE)

As you know, part of CBE's charge is to pursue programs that lead to an improved environment within the City and to provide educational opportunities for residents.

On Saturday, March 15, 2014, the CBE sponsored a well-attended "introduction to permaculture" workshop led by Prince George's County resident and professional landscape designer Lincoln Smith. (More on his credentials and his company—Forested LLC—can be found at <http://www.forested.us/>.) He provided a highly informative workshop and a great deal of insight into what can be accomplished locally.

Following this workshop, CBE members agreed that this concept should be investigated further and voted to fund Mr. Smith's services to design a permaculture planting site that would be used as a pilot program in College Park. After a site visit with several City employees and CBE representatives, the trolley trail (beginning at Greenbelt Road) was identified as a possible location because it would be a high-visibility location within the Berwyn neighborhood; bicycle commuters and walkers use the path; and it is close to retail locations and the Holy Redeemer Elementary School.

The CBE agrees with Mr. Smith that the advantages of a permaculture site such as this are educational, environmental, and aesthetic. It is CBE's hope that the finished garden area will be an educational opportunity for residents (and others) and help them understand how plants, insects, birds, etc. work together for their mutual benefits and also for the benefits to the human and wildlife communities.

As with any new planting area, this project will require periodic maintenance (although the plants selected require less care than most). The CBE intends to coordinate regular cleanup and weeding efforts and recruit interested local citizens (including University of Maryland students, Berwyn residents, scouts etc.) to volunteer. This regular volunteer maintenance could also be planned for "special" work days—such as Earth Day, Good Neighbor Day, and Scholars Day.

As designed by Mr. Smith the "Trolley Trail Forest Garden" will ultimately be a great benefit to the community. It is an exciting new project, and one that clearly demonstrates a multifaceted opportunity for the City and its residents.

Thank you for your support and interest, and please let us know if you have any questions.

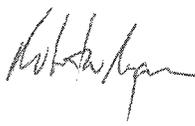
3

Mamma
Lucia's
PUA

MEMORANDUM

TO: Mayor and City Council

THROUGH: Joseph Nagro, City Manager

FROM: Robert W. Ryan, Public Services Director 

DATE: May 30, 2014

SUBJECT: Application for transfer of a Class D, Beer and Wine License for the use of t/a Mamma Lucia's 4734 Cherry Hill Road, College Park, MD 20740

ISSUE

An application has been submitted to the BOLC by Jimmy Louis Constantinou, President/Treasurer, Bruno Anthony Fabi, Jr., and Mark Alexis Proctor, Assistant Secretary, for a Class D, Beer and Wine License for the use of Mamma Lucia's of College Park, Inc., **t/a Mamma Lucia's**, 4734 Cherry Hill Road, College Park, 20740, a transfer from Mamma Lucia's of College Park, Inc., t/a Mamma Lucia's, Raymond Lubrano, President/Secretary/Treasurer, Timothy M. Heidenbery, Assistant Secretary.

SUMMARY

Due to the death of Mr. Raymond Lubrano, there has been a change of corporate officers for t/a Mamma Lucia's. The BOLC requires that the license be transferred to the new corporate officers.

The City Attorney is working with the applicant's attorney to update the current Property Use Agreement (attached) for this restaurant, which was adopted in 2000. To the best of our knowledge, there have been no BOLC, or City code or PUA, violations at this location in the past. The City Attorney is discussing certain amendments to the PUA that will bring it into conformance with current PUA requirements. The applicant may attend the Council work session on June 3, 2014 to discuss the new draft PUA, or may concur beforehand with changes proposed by the City Attorney.

RECOMMENDATION

Staff recommends Council consideration of the draft revised PUA when it is available. Staff recommends that this transfer not be opposed. The City Manager should be authorized to sign an updated PUA and staff should be authorized to testify to the Council's position at the BOLC hearing on June 24, 2014.

Attachments: (1) Current PUA
(2) BOLC Agenda
(3) BOLC Glossary

PROPERTY USE AGREEMENT

THIS PROPERTY USE AGREEMENT (the "Agreement") is made as of the 14th day of November, 2000, by and between Mama Lucia's of College Park, Inc., Raymond Lubrano and Biagio Carannante ("Licensees") and the CITY OF COLLEGE PARK, a Maryland municipal corporation (the "City").

WITNESSETH

WHEREAS, the Licensees lease from MLK Beltway, LLC, the premises known as "Mama Lucia's" located at 4634 Cherry Hill Road, College Park, Maryland (the "Property"); and

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

WHEREAS, Raymond Lubrano and Biagio Carannante have applied for a Class D, Beer and Wine (on sale only) license for the use of "t/a Mama Lucia's"; and

WHEREAS, Licensees have requested the support of the City for its application for the Class D License; and

WHEREAS, in consideration for the covenants contained in this Agreement, the City will give its support to the Licensee's application for a Class D Beer and Wine (on sale only) 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. Licensees shall, from and after the date hereof, continue to keep the Property in good order and repair, and free of debris and graffiti.
2. Restrictions. Except with the express written consent of the City, which consent may be withheld in the City's sole and absolute discretion, during the period that Licensees are leasing, otherwise using or have any interest in the Property, and are using

the Class D License, the use of the Property shall be restricted to the operation of Mama Lucia's or another substantially similar casual dining restaurant, which receives not more than twenty-five (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 D License. Licensees will provide the City, by November 30 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 both 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 their alcohol and food suppliers. Licensees further agree that no sale of beer or wine shall be made to any individual who has not ordered food, and draft beer will not be sold.

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. Licensees 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 on surrounding property.

5. Operations. Licensees shall maintain and operate Mama Lucia's such 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-site consumption shall be

allowed. Alcoholic beverages shall not be sold or served prior to 10:00 a.m. Licensees shall ensure music levels which allow patron conversation in normal tone of voice, and prohibit disruptive or rowdy behavior which disturbs the peaceful enjoyment of the facility by Licensees' patrons and other persons visiting the facility. Licensees shall ensure that the exterior of the restaurant, inclusive of the service area, remains clean and graffiti free. Licensees shall not engage in window advertising of beer and wine specials, nor off-premises leafleting promoting the sale of beer or wine. All off-premises advertising of specials, happy hours or reduced prices for beer or wine shall be limited to promotions coupling the sale of food with the sale of alcoholic beverages.

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 Licensees pursuant to the provisions of this Agreement. In the event of a violation of paragraph 2 of this Agreement, Licensees shall have sixty (60) days from the date of notification of the violation to adjust its 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 Licensees are determined to have violated any provision of this Agreement, Licensees will reimburse the City for all costs of the proceeding including reasonable attorneys fees. Should Licensees prevail in any action brought by the City to enforce a provision of this Agreement, the City shall reimburse Licensees for all costs of the proceeding including reasonable attorneys 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 of the support of the City for Licensees application for the Class D License, Licensees agree that they shall not sell,

transfer, or otherwise assign their rights under the Class D License to any entity or individual for use or operation within the City without the express prior 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 Licensees maintain the Class D License at Mama Lucia's, or some other substantially similar casual dining restaurant.

11. 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 Licensees:
Linda Carter, Esq.
Meyers, Rodbell & Rosenbaum
6801 Kenilworth Avenue
Suite 400
Riverdale Park, MD 20737 Tel. 301-699-5800, F. 301-779-5746

(II) If to the City:
City of College Park
4500 Knox Road
College Park, Maryland 20740

with copy to:

Robert H. Levan, Esquire
Miles & Stockbridge P.C.
9881 Broken Land Parkway
Suite 400
Columbia, Maryland 21046

12. 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.

13. 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.

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

15. 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.

16. 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 Declaration.

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

FOLLOWING PAGE]
WITNESS\ATTEST



WITNESS\ATTEST



WITNESS\ATTEST

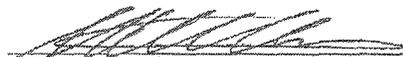


WITNESS\ATTEST

[SIGNATURES CONTINUE ON

Mama Lucia's of College Park, Inc.

By: 
Raymond Lubrano
President and Treasurer


Raymond Lubrano


Biagio Carannante

CITY OF COLLEGE PARK, MARYLAND

Miriam F. Wolff

By: Richard M. Conti
Name: Richard N. Conti
Title: City Manager

APPROVED AS TO LEGAL
SUFFICIENCY:

By: Robert H. Levan
Robert H. Levan
City Attorney

BOARD OF LICENSE COMMISSIONERS
June 24, 2014

NOTICE IS HEREBY GIVEN: that applications have been made with the Board of License Commissioners for Prince George's County, Maryland for the following alcoholic beverage licenses in accordance with the provisions of Article 2B.

TRANSFER

Bhavin R. Patel, Member-Manager, Navin V. Parikh, Member/Authorized Person, for a Class A, Beer, Wine and Liquor License for the use of Shrina, LLC, **t/a Camelot Liquors**, 300 Washington Blvd., Laure, 20707 transfer from RLF Enterprises, Inc., t/a Camelot Liquors, Charles Futrovsky, President, Beth Cornfield, Vice President, Catherine Sansosti, Asst. Recording Secretary.

Atty: Robert Kim, Esquire Opp: _____

Ashok Kumar, President/Treasurer, Manjit Singh, Secretary, for a Class A, Beer, Wine and Liquor License for the use of Laurel Park Wine & Spirits, Inc., **t/a Laurel Park Liquors & Deli**, 13600 Baltimore Avenue # 208, Laurel, 20707, transfer from Park Liquors & Deli, Inc., t/a Laurel Park Liquors & Deli, George M. Shakra, President/Treasurer, Rita Shakra, Vice President, Michael D. Shakra, Secretary.

Atty: Robert Kim, Esquire Opp: _____

Thomasine Jean Yeung, President/Treasurer, Chih Mei Chang, Vice President, Thomas S. Jao, Secretary, for a Class B, Beer, Wine, and Liquor License for the use of Potts in the Kitchen, Inc., **t/a Andrew's Restaurant**, 6407-13 Suitland Road, Suitland, 20746 transfer from Potts in the Kitchen, Inc., t/a Andrew's Restaurant, Donna M. Potts, President/Secretary/Treasurer.

Atty: Linda C. Carter, Esquire Opp: _____

Amir Abdel Mlak, President, Magdy M. Ebeid, Manager, for a Class D, Beer License for the use of D&S General Store, Inc., **t/a D&S General Store**, 3507 Enterprise Rd, Mitchellville, 20721, transfer from D&S General Store, Inc., t/a D&S General Store, Koo Yuen, President/Secretary/Treasurer, Sameh Ebrahim, Vice President.

Atty: _____ Opp: _____

Jimmy Louis Constantinou, President/Treasurer, Bruno Anthony Fabi, Jr., Mark Alexis Proctor, Assistant Secretary, for a Class D, Beer and Wine License for the use of Mamma Lucia's of College Park, Inc., t/a **Mamma Lucia's**, 4734 Cherry Hill Road, College Park, 20740, transfer from Mamma Lucia's of College Park, Inc., t/a Mamma Lucia's, Raymond Lubrano, President/Secretary/Treasurer, Timothy M. Heidenbery, Assistant Secretary.

Atty: Linda C. Carter, Esquire Opp: _____

Yong Jung Chow, President/Treasurer, Dante D. Woods, Secretary/Resident Agent, for a Class D, Beer and Wine License for the use of NS Choice Mart, Inc., t/a **Oakerest Mini Mart**, 2130 Brooks Drive, Forestville, 20747, transfer from Oakcrest Corporation, t/a Oakcrest Mini Mart, Tu Ye So, President/Secretary/Treasurer.

Atty: Tae Kyong Chung, Esquire Opp: _____

Collette G. Gingles, Member for a Class D(R), Beer and Wine License for the use of Marketplace Beer and Wine, LLC, t/a **Marketplace Beer & Wine**, 3264 Superior Lane, Bowie, 20715 transfer of location from Mirzaie Beer & Wine, LLC, t/a Seven Eleven Store (Laurel), 12009 Laurel Bowie Road, Laurel, 20708, Mehdi G. Mirzaie, Member/Authorized Person, Agyarkwa Kwabe Amoyaw, Member/Authorized Person, Farzaneh Mirzaie, Member/Authorized Person.

Atty: Abigale Bruce-Watson, Esquire Opp: _____

NEW

Araceli Guzman Benitez, Owner for a New Class D, Beer License for the use of La Fondita, Inc., t/a **La Fondita**, 4901 Decatur Street, Hyattsville, 20707.

Atty: _____ Opp: _____

Dorene Elaina Albury, Authorized Person, for a New Class D, Beer License for the use of Wolfgang Puck Catering at the Capital Wheel, LLC, t/a **Wolfgang Puck Catering at The Capital Wheel**, 701 National harbor Blvd., National Harbor, 20745.

Atty: Linda C. Carter, Esquire Opp: _____

Steven Thornton, Authorized Person, Charles Burton Heiss, Authorized Person for a New Class B(BLX), Beer, Wine and Liquor License for the use of Nando's of Laurel, LLC, t/a **Nando's Peri Peri**, 14828 Baltimore Avenue, Building 1, Laurel, 20707.

Atty: Leanne M. Schrecengost, Esquire Opp: _____

A hearing will be held at 5012 Rhode Island Avenue, Hearing Room 200, Hyattsville, Maryland 20781, **10:00 a.m., Tuesday, June 24, 2014.** Additional information may be obtained by contacting the Board's Office at 301-699-2770.

BOARD OF LICENSE COMMISSIONERS

Attest:
Diane M. Bryant
May 22, 2014

CLASSES OF LICENSES:

Class A License	Off Sale only, six (6) days a week; No sales of alcoholic beverages on Sunday
Class B License	On Sale seven (7) days for sale of beer and wine, six (6) days for sale of alcohol over 15.5% by volume – on sale only if issued after 1996
Class C License	On Sale only, seven (7) days
Class D License	On and Off Sale, seven (7) days – on sale only if issued after 1996

DESCRIPTION OF CLASS OF LICENSES AND HOURS OF SALES

Class A, Beer	Hours of off sale service are 6:00 a.m. to 12:00 midnight, six (6) days a week, Off Sale only of Beer, no consumption on the licensed premises. No Sales Permitted On Sunday.
Class A, Beer and Wine	Hours of off sale service are 6:00 a.m. to 12:00 midnight, six (6) days a week, Off Sale only of Beer and Wine, no consumption on the licensed premises. No Sales Permitted On Sunday.
Class A, Beer, Wine Liquor	Hours of off sale service are 6:00 a.m. to 12:00 midnight, six (6) days a week, Off Sale only of beer, wine and liquor no consumption on the licensed premises. No Sales Permitted On Sunday.
Class B, Beer	Hours of on sale consumption are 6:00 a.m. to 2:00 a.m., On Sale consumption only of beer unless grand fathered in prior to July 1, 1975. Holder of licenses prior to that date may exercise off sale privileges to include seven-(7) day license with food requirement until 12:30 a.m.
Class B, (GC)	This license is a seven (7) day license for the sale of beer and wine for the exclusive use on the premises of the M-NCPPC golf courses located within Prince George's County. Hours of operation are 11:00 a.m. to 10:00 p.m., daily Monday through Sunday.
Class B, Beer and Wine	Hours of on sale consumption are 6:00 a.m. to 2:00 a.m., On Sale consumption only of beer and wine unless grand fathered in prior to July 1, 1975. Holder of licenses prior to that date may exercise off sale privileges to include seven-(7) day license with food requirement until 12:30 a.m.
Class B, Beer, Wine & Liquor	Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. Premises with approved live entertainment may remain open until 3:00 a.m. This license includes seven (7) days On Sale Beer and Light Wine, six (6) days On Sale Beer, Wine and Liquor. Special Sunday Sale Permit required for On Sale consumption of Liquor. (*See Rule No. 66)

Class B(R), Beer, Wine &
Liquor

THIS DESCRIPTION APPLIES TO LICENSES ISSUED PRIOR TO OCTOBER 1996 - For Class B, Beer, Wine and Liquor licenses issued prior to October 1996 the hours of on sale consumption are 6:00 a.m. to 2:00 a.m. except on Friday and Saturday with approved live entertainment. Premises with approved live entertainment may remain open until 3:00 a.m. This license includes seven (7) days On & Off Sale Beer and Light Wine, six (6) days On & Off Sale Beer, Wine and Liquor. All off sales to be conducted over or contiguous to the main bar. Hours of service for off sale over the main bar are 6:00 a.m. until 12:00 midnight. Special Sunday Sale Permit required for On Sale consumption of Liquor. (*See Rule No. 66)

Class B+, Beer, Wine &
Liquors

Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. except on Friday and Saturday with approved live entertainment. Premises with approved live entertainment may remain open until 3:00 a.m. This license includes seven (7) days On & Off Sale Beer and Light Wine, six (6) days On & Off Sale Beer, Wine and Liquor. (Separate off sale facility to sell beer, wine and liquor off sale). Hours of service for off sale over the main bar are 6:00 a.m. until 12:00 midnight. No off sale of Liquor on Sunday. Special Sunday Sale Permit required for On Sale consumption of Liquor. (*See Rule No. 66)

Class B, BH

Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. except Friday and Saturday with live entertainment. Premises with approved live entertainment may remain open until 3:00 a.m.. On sale consumption of alcoholic beverage is allowed from 8:00 a.m. - 2:00 a.m. on Sunday. This license has no off sale privileges.

Class B, BLX

Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. except Friday and Saturday with live entertainment. Premises with approved live entertainment may remain 3:00 a.m. Six (6) day On Sale consumption of Beer, Wine and Liquor and seven (7) days On Sale Beer and Wine, No off Sale privilege at all, Sunday Sales Permit required to serve alcoholic beverages. Food must be served until 12:30 a.m. in conjunction with sale of alcoholic beverages

Class B, Country Inn

Hours of operation and manner of dispensing alcoholic beverages to be determined by the Board of License Commissioners consistent with Article 2B Section 6-201. All sales to be On Sale only.

Class B-DD

This license is available in Designated Areas Only. The restaurant must provide bi-annual certifications that the sale of food exceeds the sales of alcoholic beverages.

- Class B, ECF Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. Monday through Saturday. This license includes seven (7) days On Sale Beer and Light Wine, six (6) days On Sale Beer, Wine and Liquor. Special Sunday Sale Permit required for On Sale consumption of Liquor. (*See Rule No. 66). This license is known as an "Education Conference Facility" license to the University of Maryland, University College Center of Adult Education for the sale of beer, wine and liquor by the drink within the center, from one or more outlets, for consumption on the license premises.
- Class B, MB22 This license in on sale only of liquor to a Class 7 Microbrewery licensed establishment in the 22nd Legislative District.
- Class B, RD This license is an on sale only license for liquor by the drink in an establishment located in a designated Revitalization District
- Class B, ECF/DS Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. Monday through Saturday. This license includes seven (7) days On Sale Beer and Light Wine, six (6) days On Sale Beer, Wine and Liquor. Special Sunday Sale Permit required for On Sale consumption of Liquor. (*See Rule No. 66). This license is known as an "Education Conference Facility/Dining Services" license to the University of Maryland, College Park Campus for the sale of beer, wine and liquor by the drink within the center, from one or more outlets, for consumption on the license premises.
- Class B, ECR
Equestrian Center This license is a seven-(7) day license for the sale of beer, wine and liquor for use at the Equestrian Center. Hours of on sale consumption are Monday through Saturday from 8:00 a.m. to 2:00 a.m. Sunday sales of beer and light wine containing 15.5% or less of alcohol by volume from 8:00 a.m. to 2:00 a.m. Special Sunday Sale Permit required for On Sale consumption of Liquor. (*See Rule No. 66)
- Class B, BCE Catering Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. Monday through Saturday. This license includes seven (7) days On Sale Beer and Light Wine, six (6) days On Sale Beer, Wine and Liquor. Special Sunday Sale Permit required for On Sale consumption of Liquor. (*See Rule No. 66). This license is limited and restricted to on sale consumption of alcoholic beverages on the licensed premises by participants of catered events. No off sale privileges will be exercised.
- Class B, Baseball Stadium This license is a seven-(7) day license for the sale of beer and wine for use at a Baseball Stadium. Hours of on sale consumption are Monday through Saturday from 6:00 a.m. to 2:00 a.m. and Sunday from 8:00 a.m. to 2:00 a.m.
- Class B, Football Stadium This license is a seven-(7) day license for the sale of beer, wine and liquor for use at the Football Stadium.

Class C Beer,
Beer and Wine

Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. seven-(7) days On Sale consumption only.

Class C, Beer, Wine &
Liquor
Fraternal
Veterans
Yacht Club
Country Club
Golf & Country Club

Hours of on sale consumption are 6:00 a.m. to 2:00 a.m., seven (7) days On Sale on consumption limited to members and their guests except in the case of a Country Club - the word customer is used

Class D, Beer
Beer and Wine

Licenses issued pursuant to Rule and Regulation Number 22 the hours of on sale consumption are 6:00 a.m. to 2:00 a.m. with no food requirements. This is a seven-(7) day On Sale only License.

Class D(R), Beer
Beer and Wine

THIS DESCRIPTION APPLIES TO LICENSES ISSUED PRIOR TO OCTOBER 1996 - Hours of on sale consumption are 6:00 a.m. to 2:00 a.m.; that hours for off sale service is 6:00 a.m. - 12:00 midnight with no food requirements. Licenses issued prior to October 1996 may sell beer and wine On and Off Sale seven (7) days a week.

4

Keane
Enterprises
Development
4700 Berwyn
House Road

MEMORANDUM

TO: Mayor and Council

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

FROM: Miriam Bader, Senior Planner *MB*

DATE: May 30, 2014

SUBJECT: Detailed Site Plan (DSP)-12034-01
Revision of Previously Approved Plan
Keane Enterprises
4700 Berwyn House Road

The original DSP for this project was submitted by Keane Enterprises and consisted of redeveloping the former 3.13-acre Koons Ford Site located at the northeast corner of Baltimore Avenue (US1) and Berwyn House Road with a mixed-used development. The development included a 156-room hotel, 23,615 square feet of retail, and a parking garage. It was approved by the District Council on July 8, 2013 with conditions. The City of College Park entered into a Declaration of Covenants and Agreement with the applicant on June 13, 2013.

Keane Enterprises is revising this DSP to add 2.12 acres of adjoining land at 4700 Berwyn House Road to construct a 7-story, 275-unit apartment building. There is currently an office building at this location which the applicant would demolish.

The Planning Board is scheduled to hear this case on July 10th. Due to the summer schedule of the Mayor and City Council, July 8th, a worksession, is when this case must be heard and decided. In order to introduce the project to the Mayor and City Council, a presentation by the applicant will take place at the June 3rd worksession. This presentation is for information purposes only. City staff will have a staff report and recommendation for the July 8th City Council worksession and Special Session.

5

Closure of
Rosburg
Drive and
vacation of
right-of-way

MEMORANDUM

To: Mayor and Council

From: Suellen M. Ferguson, Esq.

CC: Joe Nagro, City Manager

Date: May 30, 2014

Re: **Vacation of Rossburg Drive**

ISSUE:

The Council previously voted to support Detailed Site Plan No. DSP 13025, which relates to the re-development of the Knox Box area by Toll Brothers, Inc. ("Toll"). The parties entered into a Declaration of Covenants. This project is now referenced as Terrapin Row. During discussion of this DSP, it was clear that the project is dependent upon the vacation of Rossburg Drive and that the City would support this closure in order for the project to be built. The Planning Board is set to hear the vacation petition on July 10, 2014, and the City has received a referral from M-NCPPC staff. A number of issues must be resolved before the vacation can proceed.

SUMMARY:

Operational Issues

At this point, the University of Maryland is out of regular session for the summer. Some students are still residing at Knox Box properties that are contiguous to and accessed by Rossburg Drive, or if not physically present, still have a legal right to reside there. While tenants are still residing at these properties, access over Rossburg must be maintained for emergency vehicles and City services, such as trash removal, in addition to individual access.

M-NCPPC staff has indicated that a vacation petition cannot be considered until the road, which is under City jurisdiction, has been closed. The City Manager and staff have met with representatives from Toll to discuss the conditions under which the road will be closed. Specifically, these include making Knox Road two-way in a manner acceptable to the City, and insuring that all contiguous tenants have moved out and their leases properly terminated.

Toll has applied for a right of way permit to make the changes to Knox Road that will allow for two way traffic, which has been reviewed by Steve Halpern. The approved plans are attached to this memorandum. Work is to begin next week. We do not yet have verification that the tenants have moved out. Once Knox is two-way and the tenants no longer have actual or legal residence, the City Manager will close the road.

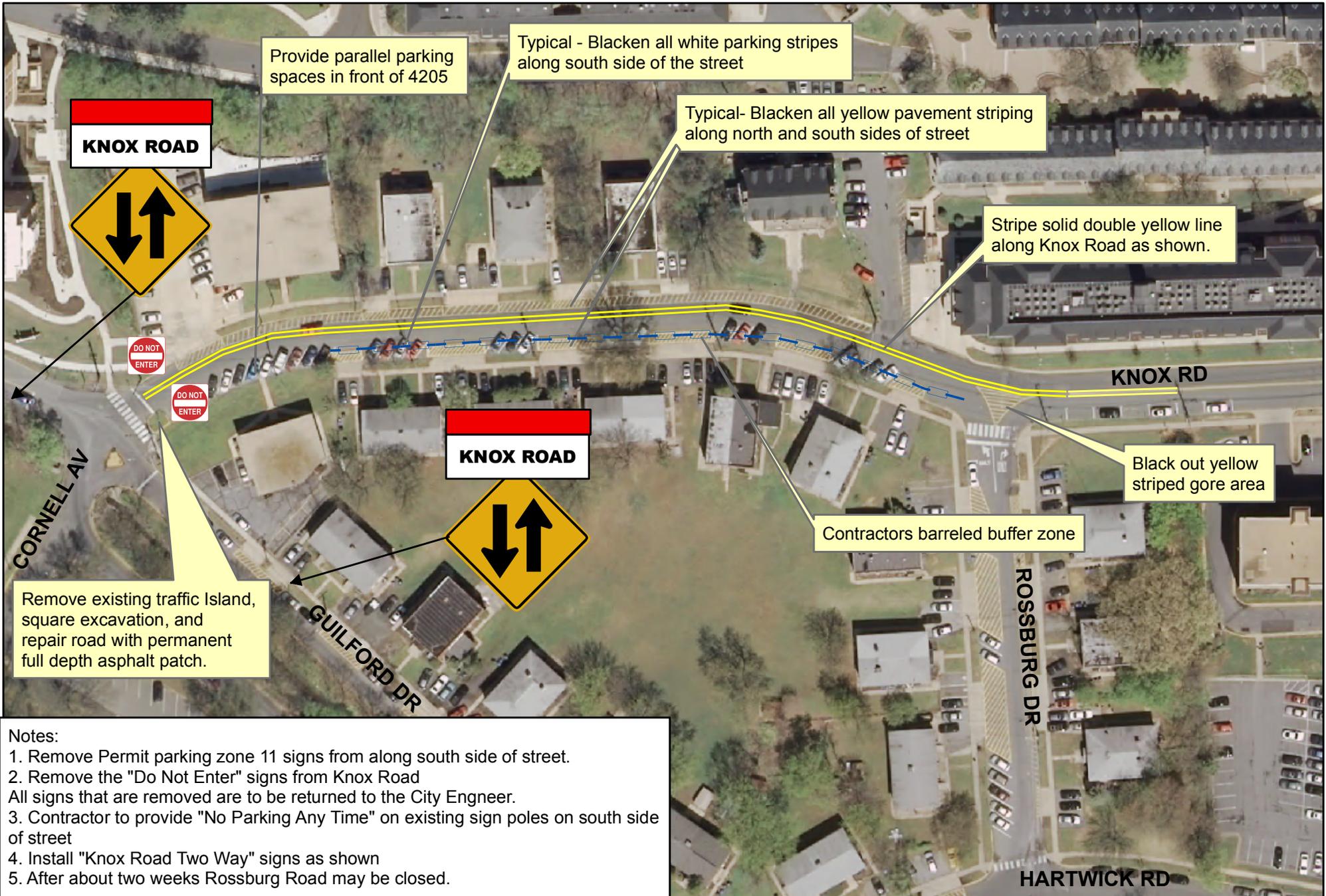
Legal Issues

The closure of the road by the City is a revocable action. However, a vacation is not. Once the Planning Board vacates Rossburg Drive, the property will revert to the contiguous owners, which at the present time are various corporations owned by Aaron Orlofsky. Toll is a contract purchaser of the land for Terrapin Row from these corporations. The City Council would not agree to abandon and give consent to vacation of Rossburg Drive unless it is assured that this project will actually be built. In addition, there are two easements that Toll has agreed to. These are a pedestrian easement, to allow pedestrian and bicycle traffic to cross the property, and an easement to allow the residents of the project to be constructed to the south, across Guilford Road, to use the garage located at Terrapin Row for parking. Both of these easements are required by the Declaration of Covenants.

It is clear that, based on the timeline, the project will not be built or even at building permit before the vacation petition is considered by the Planning Board. City staff and Toll have been discussing how to reassure the City that the project will in fact be built, so that the vacation can go forward. The proposal is that Toll and the owner, through separate deeds, agree to convey the right of way property back to the City in fee simple if the project is not built. These deeds would be held in escrow until a stated time, which has not yet been decided but could be at building permit or some other trigger. A description of the right of way area is already available and would be used in the deeds. Normally, a conveyance of property such as this would require a revision to the plat for the development area. However, there is an exception in the subdivision regulations that allows a conveyance by deed to a government agency for public use without requiring the change to the plat, and we would be using that provision.

In addition, M-NCPPC staff has stated that Toll must provide a stamped copy of the minor plat showing the easements required by the DSP conditions. This must be done by June 23.

Staff will provide further information at the work session to ensure that Mayor and Council are fully aware of the legal and operational issues. M-NCPPC staff has requested that the City respond to the referral by June 23, and also wishes to be part of the final discussion on deed and easement issues. They have agreed to insert a condition in the vacation resolution with respect to the reversion of the right of way. A resolution including the City's position on the vacation petition will be prepared based on the work session discussion for adoption on June 17.



- Notes:
1. Remove Permit parking zone 11 signs from along south side of street.
 2. Remove the "Do Not Enter" signs from Knox Road
- All signs that are removed are to be returned to the City Engineer.
3. Contractor to provide "No Parking Any Time" on existing sign poles on south side of street
 4. Install "Knox Road Two Way" signs as shown
 5. After about two weeks Rossburg Road may be closed.

By: College Park Engineering
 Phone:240-508-7958
 Date :5-27-14
 Source: M-NCPPC GIS

Temporary Conversion of Knox Road to 2 Ways

N

0 30 60 120 Feet

6

Rent Stabilization

MEMORANDUM

To: Mayor and Council

From: Suellen M. Ferguson, Esq.

CC: Joe Nagro, City Manager

Date: May 30, 2014

Re: Extension of Expiration Date for Rent Stabilization Law

ISSUE:

Chapter 127, Rent Stabilization, was due to expire on September 1, 2013. The Mayor and Council determined that the objectives of the law had not been met at that time for various reasons. The Council adopted Ordinance 13-O-06, which extended the law until September 1, 2014, at which time it will sunset if not extended again. At the same time, Council suspended enforcement of this law.

SUMMARY:

The initial extension of the law in 2012 for one year was enacted in conjunction with two other initiatives. The first was to create the Neighborhood Stabilization and Quality of Life Workgroup (“the Workgroup”) and to invite stakeholders, including the Prince George’s Property Owners Association and landlords, the University of Maryland, students and the Student Government Association, and City residents, to explore avenues to insure availability and maintenance of affordable housing in the City, protection of the standard of living of all City residents, and strengthening and stabilizing the City’s neighborhoods. The second was to suspend enforcement of Chapter 127 to September 1, 2013.

In August, 2013, the Workgroup issued its report to the Mayor and Council, suggesting various strategies and initiatives for implementation in the City. The Workgroup has been replaced by the Neighborhood Stabilization Committee. This Committee, consisting of seventeen members, is tasked with supporting the implementation of the strategies developed by the Workgroup and supported by the Council, evaluating progress, and continuing to develop new strategies. It is hoped that these strategies will eventually make Chapter 127 unnecessary.

The Council must now determine whether to allow the Rent Stabilization law to sunset, or to extend it for another year, while still suspending enforcement of Chapter 127.

RECOMMENDATION

That the Council consider whether an additional one year extension of the Rent Stabilization law is appropriate based on the progress that has been made to date.

Janeen S Miller

From: Vern Cunningham [vern.cunningham1@gmail.com]
ent: Friday, May 30, 2014 10:24 AM
To: cpmc
Subject: Kindly Sunset socalled Rent Control

To the Mayor and County Council of City of College Park MD,

I was born and reared in College Pasrk. As a member of the fraternity system I a graduated from the University.

The students are part of the fabric of our City. Rent control does not make College Park better.
With respect I urge you to let rent control die.

The ordinance has been in effect for more than 9 years

It does not impact the high rises on route one as they will continue to be exempt

There have been (and will continue to be) significant student housing starts and development significantly reducing the need for controlling rents

Landlords care about the community in which we are invested

I and PGPOA continue to work toward a better city environment for all.

Feel free to contact me directly.

Kind Regards,

Vern

Vern Cunningham
443-534-3913

Janeen S Miller

From: Julie Weinberg [julieweinberg@verizon.net]
Sent: Friday, May 30, 2014 7:51 AM
To: cpmc
Subject: rent stabilization should be sunset!!!

I am writing to support and reiterate the important points that the Prince George's County Property Owners Association has been advocating for the sunset of the rent stabilization law:

1. The ordinance has been in effect for more than 9 years
2. It does not impact the high rises on route one as they will continue to be exempt
3. There has been (and will continue to be) significant student housing starts and development significantly reducing the need for controlling rents
4. Landlords care about the community in which we are invested
5. Our organization has, and will continue to work, toward a better city environment for all.

Thank you in advance for considering our position and I look forward to the final sunset of the rent stabilization law.

Julie Weinberg

Janeen S Miller

From: Lewis Zietz [zietz.lewis@gmail.com]
Sent: Thursday, May 29, 2014 10:29 PM
To: cpmc
Subject: PGPOA, Inc. Rent Stabilization Position Review
Attachments: Rent Stabilization Position Paper (PGPOA) (1) (5).docx

To: College Park City Council and Mayor Fellows

Please find attached PGPOA, Inc. document referencing our organization's position relative to the "Rent Stabilization" Ordinance.

On behalf of our leadership team, and in the spirit of cooperation, we look forward to working with the Mayor and City Council as well as city agencies now and in the future for the betterment of all who reside in our city.

Thank You.

Lewis D. Zietz, CAE
Executive Director
PGPOA, Inc.



May 29, 2014

Respectfully Submitted To:

College Park City Council and Mayor Fellows

The Ordinance was initially adopted by the Mayor and Council of the City of College Park on May 24 2005 by Ord. No. 05-O-2. **It has been in effect for more than 9 years.**

The stated purpose is to “regulate residential rent increases in the City of College Park and to protect tenants from unwarranted rent increases, in order to “help maintain the diversity of the community.”

The College Park City Council “found that there is a pattern of steadily rising rents, and a **shortage of affordable well-maintained housing**, and that the rate of deterioration of the existing housing stock in the City has increased in recent years.”

Chapter 127 of the City Code became effective June 14, 2005, and was **extended in 2009, 2012 and 2013**. On June 18, 2013, the Mayor and City Council of the City of College Park adopted Ordinance 13-O-06 extending the rent stabilization program through 2014 and Resolution 13-R-09 extending the suspension of the administration and enforcement of Chapter 127 “Rent Stabilization” to and until September 1, 2014 subject to earlier resumption and enforcement by further resolution of the Mayor and City Council.

Affected properties are described in Section 127-3 and include all single-family dwellings, duplexes, triplexes and quadraplexes. The Ordinance does not apply to other types of rental property, such as apartments, hotels, motels, fraternities and sororities. Nor does it apply to newer student oriented buildings located on route one – including the View, the Varsity, and Enclave as examples.

Specifically, the rationale upon enactment was -

- To encourage the University of Maryland and the private sector to provide suitable housing to meet the needs of undergraduate and graduate students on or near campus

- City of College Park residents should have decent housing in pleasant neighborhoods at prices they can afford.

We strongly believe the time is now for the Ordinance, as initially proposed and maintained for almost 9 years, has served a purpose to encourage multiple student housing and kept level the playing field. To that end, our members strongly endorse the sun setting of this ordinance. It is of paramount importance that together – the community, the current council membership, students, and the PGPOA, Inc. leadership work toward a new and bright future without the encumbrances and bad will associated with this potentially costly and negative directed ordinance.

To these referenced premises we reference the following....

Cafritz Property - DSP-13009. The second phase includes 981 residential units (855 multi-family and 126 townhomes) and a 120-room hotel.

Knox Village Toll Brothers is proposing the redevelopment of the Knox Boxes that currently house over 400 beds. The plans call for 1,550 beds contained in a mix of apartments and townhomes split between seven buildings on the 6-acre site.

Domain at College Park - DSP-09031 Opened in July 2013. The mixed-use development opened with 52 apartments available for occupancy. By the end of July another 48 units will be ready for residents. Per the leasing team, over 60% of these first 100 apartments have been leased. The remaining units will be rolled out in two phases, August and then March 2014. One-bedroom units start in the \$1,700 per month range, while two-bedroom units start above \$2,500 per month. In total, the Domain at College Park will have 256 apartments and over 9,000 square feet of retail space along Campus Drive. The Hanover Company is the developer, while the residential units will be managed by UDR

Metropolitan Development - DSP-06018 Several years after the planned redevelopment by JPI failed to materialize, this mixed-use project on the east side of Route 1 is moving ahead with a new developer, Metropolitan Development Group, and a modified plan. The 4.4-acre site was originally slated for 160 units and over 40,000 SF of retail, while the amended plan shows 228 apartments, 55 townhomes, and a large reduction in retail space to just under 4,000 SF. The developer recently submitted the amended Detailed Site Plan to the County for review. After a nearly decade-long stretch without any non-student geared residential projects, College Park is set to see nearly 800 multifamily units open over the next few years between this project, the Domain, and the planned Monument Realty building across Route 1. The Route 1 student housing market (five high rises built since 2005) saw a marked increase in occupancy

rates from Fall 2012 (82%) to Fall 2013 (94%) as 3,263 out of 3,458 beds were occupied.

Maryland Book Exchange - DSP-10028 After a lengthy entitlement process, the redevelopment of the Maryland Book Exchange began construction this year. The student housing development will add 287 units with a maximum of 855 beds.

However, those aforementioned projects, those either in the building stage or completed, are exempted from "rent stabilization" as are the current "On Line" properties listed below. Further, landlords can cite multiple examples of students who are significantly impacted by the rates referenced below as well as the rents (rates) anticipated via new construction referenced above.

Student Oriented Apartment Properties Off-Campus, Associated Per Bedroom Monthly Rents

	Units	Beds	Studio	1 Bed	2 Bed	3 Bed	4 Bed
Enclave at 8700	94	369			\$1,000	\$1,000	\$925
Mazza Grand Marc Towers at University Town Center	230	626			\$1,037	\$949	\$805
University View I & II	244	910			\$979	\$1,020	\$794
Varsity	507	1,562	\$1,313		\$993		\$880
	259	902		\$1,452	\$1,202	\$1,002	\$970

Source: Anderson Strickler, LLC, "University of Maryland, College Park 2011 Student Housing Market Analysis," November 22nd,

The 2012 Sage Report reiterates that "

... because of the emergence of the high-rises, there is not the level of rental housing scarcity proximate to the University that existed in 2005. That said, rent associated with the high-rises tends to be more expensive than rent associated with units in converted rental housing"

Further, it reports the following...

*"There may, however, come a time when the development of this generation of rental high-rises comes to a close. **Once a steady state of rental activity in those high-rises has been achieved, and if the supply of high-rises is sufficient to bring rental rates down, the City may no longer have as much demand for a rent stabilization program.**"*

In the broader sense, “rent stabilization” as a method of improving diversity is very much declining, both locally and nationwide.

To reinforce **local opposition to rent stabilization**, as recently as April 2014 a County Executive candidate forum, which was held in Montgomery County all three candidates unanimously reinforced the position that they are against any form of rent control. In fact, not only would they not support it as policy, individually they all committed to vetoing any rent control bill that was placed on their desk for signature.

Thirty five states have statutes or constitutional provisions that preemptively prohibit localities from adopting rent control laws because of the well-documented evidence that such schemes can adversely affect the assessed value of properties subject to them, discourage capital investment in existing and new rental housing, shift increased tax burdens to other classes of property, such as single-family homes, and are ineffective in helping those who are actually in need.

Rent control schemes have generally been abandoned (Massachusetts) or significantly curtailed (California). Only California, Maryland (Takoma Park only, College Park is suspended), New Jersey, New York and Washington, D.C. continue to maintain rent regulation schemes.

The ordinance has been in effect for almost a decade. Within that time frame there have been numerous additions to the College Park housing stock. There are significant and quantifiable examples of brick and mortar student housing opportunities – both current and planned. To that end, changes over this period of time have changed the student housing landscape in a myriad of ways.

Finally, **PGPOA, Inc** and its member **commitment to the College Park** community is unshakable and substantive. The following represent a partial listing of those programs which we either developed, initiated or in which we actively participate.

Landlord Certification Program (CLC) - The PGPOA, Inc. assessment is designed to provide landlords and their agents with a thorough working knowledge of the laws governing the management, operation and maintenance of rental housing property in College Park, MD. Successful completion will result in a landlord certification granted by the PGPOA. The exam, primarily based on city, county and state code, and good practices, consists of multiple choice and true-false questions covering a wide range of topics including, but not limited to, licensing requirements, property maintenance, landlord tenant best practices, safety and reduction of lead-risk in properties. The certificate program is open to all property owners and agents, regardless of their membership in PGPOA.

Collaborative Multi-Agency Service Team (CMAST) – PGPOA, INC. is, and will continue to be, an active stakeholder in this Collaborative Multi-Agency Service Team

meeting, analyzing data to make changes to better handle identifiable community issues.

International Town Gown Association (ITGA) - PGPOA, Inc. participated in a multiple week training session which culminated with a Capstone Project. We developed a specially designed video that is currently available to be shown to all incoming freshman that highlights President Loh along with Mayor Fellows welcoming students to BOTH the UMD and the City of College Park. The purpose is to instill in students that they are an integral part of the community and that it is important for them to take a constructive and positive role in their neighborhood during their tenure and residency.

Knock and Talks - A landlord initiated program that pulls a variety of departments together, visiting "door to door" focusing on new students as well as long-term residents, creating and fostering a proactive positive interaction while providing them with realistic expectations and consequences and provide valuable resource information. Participants include Landlords, Code Enforcement, COPS PGPD, Office of Community Engagement, Office of Student Code of Conduct, various Councilpersons, and Students - IFC and/or SGA.

Neighborhood Stabilization Quality of Life Workgroup with its 4 subgroups (NSQLW)- Landlord initiated idea to bring ALL stakeholders together to help solve the problems as it relates to students residing and living in the community. The one year project produced more than 65 separate ideas, many of which have been initiated. Landlords continue within the framework of a workgroup in order to continue the work, evaluate progress, with the inevitable goal of creating more and better community centered positive initiatives.

Landlord Collection of Food for College Park Meals on Wheels during student move out or "turnover" period.

Curbside Donation Day involvement, helping to coordinate materials for eventual re-purposing.

Continual working efforts with all levels of UMD administration and student groups, COPS Officers and UMD Police, civic associations

Multiple year involvement/sponsor for Good Neighbor Day

To this end, we believe stronger measures should be enacted to enforce any and all code violations from repeat violators. These are already in place and are literally "on the books." We believe those individual property owners that house renters (students and families) as well as those that are owner occupied should be taken to task if in when they demonstrate repeated disregard for housing code statutes. In instances where the offender shows no change in behavior the option to suspend or even eliminate their permit to do business should be considered.

Therefore, the PGPOA, Inc. board of directors, representing more than 150 members, unanimously recommends "sun setting" of the above referenced College Park "rent stabilization" ordinance.

7

Temporary
permit parking
around
Monument

MEMORANDUM

TO: Mayor and City Council

THROUGH: Joe Nagro, City Manager

THROUGH: Robert Ryan, Director of Public Services

FROM: Jim Miller, Parking Enforcement Manager 

DATE: May 30th, 2014

SUBJECT: Temporary Permit Restricted Parking Requested for the Autoville Community

ISSUE

On Wednesday, April 30th, 2014 a Declaration of Covenants and Agreement Regarding Land Use was signed between the City of College Park and MR HILLCREST 1 CAPITAL LLC for development of the parcel properties located at 9122 and 9128 Baltimore Avenue.

As a result of the approval for development, resident concern was voiced over the potential effects construction may have on those streets closest to the development site, to include possible overcrowding of parking, and use of residential streets by construction vehicles.

SUMMARY

Within the Declaration under item 9, pages 12 and 13, these concerns are addressed in detail. Furthermore, at issuance of the building permit MR HILLCREST shall make a one-time contribution to the City in the amount of \$1,000.00, to be used to subsidize resident fees associated with a temporary permit parking zone, to be placed in the affected area during construction. Such efforts would be put in place to alleviate the potential concerns held by residents over development of this site.

On Thursday, May 29th, 2014 a meeting with the City's Senior Planner, Miriam Bader, and District 4 Council member Alan Hew was held to further discuss the recommended restrictions for permit parking, as well as possible 'time – limited' parking for the Autoville community. Within the target area, the streets most likely to be affected by construction of the development site would be Cherokee Street, Autoville Drive, Blackfoot Place, and Erie Street, all of which are situated on the west side of Baltimore Avenue.

At this meeting it was further noted that, of those streets in the Autoville community, only Erie Street has no residential properties physically situated on it. As a result, and unless otherwise approved by City Council for permit restricted parking, Erie Street would need to be signed differently than the other streets, perhaps with a time limit to accommodate the Knights of Columbus, as well as other adjacent businesses.

RECOMMENDATION

Based upon the aforementioned meeting and the information provided herein, it is recommended that Autoville Drive, Cherokee Street, and Blackfoot Place be temporarily restricted by "Permit Parking ONLY" signs, to be enforced seven (7) days a week, twenty four (24) hours a day. It is further recommended that Erie Street be signed for '3 Hour Limit' parking, to be enforced seven (7) days a week, from 7:00 a.m. to

10:00 p.m., so as to accommodate the overflow of parking by members of the Knights of Columbus, and patrons to other adjacent businesses in the immediate area.

It is also recommended that five (5) permits and two (2) visitor passes be allocated to each residential property address within the affected area, and that all permit costs associated with the temporary permit parking restrictions during the construction phase be waived to residents of the proposed affected streets.

Lastly, upon completion of construction it shall be determined by the residents of the affected area therein whether they wish to keep the permit restrictions in place, petition to change the days and hours of enforcement from its original restrictions, or petition to have the restrictions lifted and the signs removed. If the residents decide to keep the permit restrictions in place following completion of construction of the development site, each year thereafter a yearly cost of \$10.00 per permit and \$2.00 per visitor pass shall be incurred.

8

Appeal process for citations for invalid tags

MEMORANDUM

TO: Mayor and City Council

CC: Joseph Nagro, City Manager

FROM: Suellen M. Ferguson, City Attorney

DATE: May 2, 2014

SUBJECT: Procedure for Invalid Tag Citations Issued When Vehicle Is Properly Registered
ISSUE

Recently, Council members received a complaint from a resident that she received a City citation for invalid tags when in fact her car was validly registered with the State but the proper stickers were not on the tag. Staff was asked to review City procedures to determine how to handle this type of situation.

SUMMARY

City Code §184-11 prohibits parking of a vehicle not bearing valid license plates on any public street. Under State law with respect to license tags and registration, there are two separate violations that can occur, one is a failure to properly register a vehicle and the other is to have tags that do not contain the required stickers (an invalid license plate). The State law places the responsibility on the owner of the vehicle to comply with both laws. The City's current ticketing system does not allow the parking enforcement officers to check registration on the hand held. As a result, City law is tailored to what can be seen, which is whether the license plates are valid, and this is consistent with State law. Requiring that Parking Enforcement verify whether a registration is valid before issuing a ticket for invalid tags is impractical unless it can be done on-site on the hand held. Adding this function to the hand held would have a cost if it is possible to do so.

It is clear from the MVA website that replacement monthly stickers are available to a resident at no cost. That this is the case is borne out by the experience of Parking Enforcement staff, as this is not the first time that the problem has occurred.

The City's process to allow ticketed persons to appeal a City parking ticket was developed in 2000. The parking violation resolution review system was patterned on one used at the University of Maryland. The system was developed in response to a need expressed by the residents that they be allowed to provide the facts of their case to an independent person, not parking code enforcement, without a court action and at more convenient times. The Parking

Department also welcomed this process, as it removed them from making decisions as to when to invalidate a ticket and to avoid claims that they were biased.

Currently, if a person to whom the citation has been issued contacts staff, indicates the registration is valid, and staff is able to confirm this, they are informed that the City will withdraw the citation once the underlying issues (improper month or year sticker or missing stickers) has been resolved. As noted, we are aware that resolution of sticker issues is pretty straightforward. This is referred to as a “two step” process. One is that the registration is valid, and two that proof is provided the underlying issue has been resolved (to avoid repetition of the problem).

The parking violation review officer currently also reduces the fine to \$0 when sufficient information is provided that the registration is valid. Depending upon the circumstances, it is my information that she follows the one step process (reduces to \$0) on proof of registration, or holds over to insure the second step is taken.

There is nothing in writing in the policy adopted by Council directing the parking enforcement officer with respect to what to find in this situation. The Council can direct the parking officer and staff as to what to do when registration is proved up. The Council can direct a policy that requires:

1. The one step – if the individual proves that the vehicle was properly registered at the time the citation was issued, and staff is notified prior to sending the ticket to court, the ticket is withdrawn. If the ticket has gone to the hearing officer, the fine is reduced to \$0, or
2. Two step – proof of registration is made and the ticket is held until the underlying problem is resolved. Citation is then withdrawn or reduced to \$0. If the problem is not resolved, the ticket proceeds through the usual process.

In either instance, if the ticket request has gone to court, the City would not produce evidence and it would be dismissed if the steps are followed.

RECOMMENDATION

The Council should consider whether it wishes to adopt a policy, and whether it wishes to apply the one or two step process to vehicles that were not properly registered at the time of the citation, but are now properly registered. Including this direction to the parking violation review officer would require a revision of the regulations adopted for this process.

9

Use of visitor passes

MEMORANDUM

TO: Mayor and City Council
THROUGH: Joseph Nagro, City Manager
FROM: Robert W. Ryan, Public Services Director 
DATE: May 30, 2014
SUBJECT: Use of Visitor Parking Permits

ISSUE

Residents have brought to Council attention that some visitor parking permits may be being used by commuters who park in the residential permit parking zone near the Greenbelt Metro station during the day.

SUMMARY

City law with respect to permit parking in residential areas is as follows:

§184-9 Permit Parking in restricted residential areas

- A. The Mayor and Council may designate certain residential areas for permit parking upon a determination by the Mayor and Council that such action is reasonably necessary to enhance or maintain the quality of life and peace and good order therein by reducing noise, traffic hazards and congestion, litter, trash and refuse caused by the entry of outside traffic into such areas.
- B. Once such determination has been made, the Mayor and Council may direct the City Manager to issue parking permits to residents abutting on such streets for their own vehicle(s) and for some visitors.
- C. Residents abutting on such streets in the designated area may apply for parking permits, on forms to be provided by the City Manager, for their own vehicle(s) and for persons doing business with residents there and for some visitors. Abutting residents shall be given preference over visitors of such residents. The City Manager, for good cause shown, may waive the parking restriction as to visitors or persons doing business with residents on a given day or night.
- D. The City Manager shall cause to be painted or posted in an appropriate manner, on the curb and/or street, markings or signs to serve as notice that such area is for restricted parking by permit only.
- E. The Mayor and Council may determine that restrictions as to parking shall apply only during certain hours of the day or night.
- F. It shall be unlawful to park any vehicle in a designated restricted parking area when such vehicle does not display a properly issued parking permit.
- G. Withdrawal of permit parking and the penalty for failure to return the parking permit upon written request shall be governed by the provisions of Chapter 151, Permit Parking.

- H. No person shall use a parking permit issued by the city which has been altered, amended or otherwise changed. Any alteration, amendment or change to a parking permit issued by the city shall invalidate the permit.

The wording of the relevant portions of this law has not been changed since 1991. While it prohibits altering or amending a permit, and parking without a permit, the law does not specifically prohibit misuse of a permit except by implication. During our discussions, it became apparent that different types of misuse of a permit are occurring. First, there is the issue complained of here, which is that a person is consistently using a "visitor" permit to park some distance from the house to which the permit is issued, with a parking pattern that suggests the permit is being used by a non-resident for commuter parking purposes. The second instance is when an actual resident at an address for which a parking permit is available uses the visitor permit (\$1.00) instead of a resident parking pass (\$10.00) because it is cheaper. In addition, students with out of state vehicles must pay a separate registration fee to the State (\$27.00). Proof of this must be shown before obtaining a City resident parking permit. So, a student with an out of state vehicle can save \$36.00 if using a non-specific visitor permit instead of a resident permit.

It was noted during staff review that revocation of the permit is not one of the enforcement mechanisms available under the City code. It is probable that a letter notifying the residents of a household that the resident and/or visitor permits may be revoked due to improper use would gain more attention than a parking ticket on the "visiting" vehicle, and we suggest that this enforcement mechanism be added to the law. In addition, there are a number of references in the law that, based on current practice under Chapter 151, should be deleted. The current practice described in Chapter 151 is that the extent of the zone, including the streets and residences, is set in the resolution creating it, so references to abutting streets in §184-9 are no longer necessary. Further, the reference to "Abutting residents shall be given preference over visitors of such residents" in subsection C does not make sense operationally and staff has never been asked to enforce it. Another enforcement mechanism could be to limit the visitor passes to specific blocks or areas.

RECOMMENDATION

There are a number of competing interests and enforcement limitations with respect to the visitor parking passes, which should be discussed by Council. Based on Council Member feedback and staff discussion of this issue, if it is the will of the Council, staff is prepared to bring this section of the law to Council for a revision, to bring it up to date and make it more enforceable, along the lines set out above. The Council should discuss this issue at the work session on the 3rd of June 2014, and decide if this particular use of visitors permits should be prohibited or not. The Council should authorize staff to prepare other changes in this section of the Code as noted.

10

Referendum petition form

MEMORANDUM

TO: Mayor and City Council

THROUGH: Joe Nagro, City Manager

FROM: Janeen S. Miller, City Clerk 
Suellen Ferguson, City Attorney

DATE: May 30, 2014

RE: Charter Amendment to Section C5-1 to authorize a referendum petition form

ISSUE

The Mayor and City Council directed staff to develop an acceptable form for use by individuals who wish to petition an issue to referendum in the City pursuant to §C5-1 of the City Charter. This section of the Charter references petitions by voters to initiate amendments to the City Charter, and to petitions for referendum in cases where amendment to the City Charter has already been initiated by the Mayor and Council. This section also sets out the requirements for what must appear on a petition form for it to be valid. Amendment of the Charter is necessary to enact any change to these requirements.

SUMMARY

The Mayor and Council reviewed a draft petition signature form that was prepared based on the existing language in Section C5-1 of the City Charter. Council directed staff to add two additional fields to the form: date of signature and a circulator's affidavit. Attached are two referendum forms, one to be used when voters wish to initiate a charter change, and the second to be used when voters wish to take a charter amendment initiated by the Mayor and Council to referendum. For the petition forms to be adopted by Council as attached, an amendment to the City Charter is required. The City Attorney has drafted a Charter Amendment Resolution to reflect the changes requested, which is attached.

RECOMMENDATION

That the City Council consider the attached draft referendum petition forms and associated Charter Amendment Resolution.

Attachments:

- 1 – 14-CR-O*
- 2 – Draft Petition to Referendum Signature Forms

CHARTER RESOLUTION
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, AMENDING
ARTICLE V “CHARTER AMENDMENTS”, §C5-1, “PROCEDURE FOR PETITION”
TO REQUIRE CERTAIN INFORMATION TO BE INCLUDED ON REFERENDUM
PETITIONS

A Charter Resolution of the Mayor and Council of the City of College Park, Maryland, adopted pursuant to the authority of Article XI-E of the Constitution of Maryland and Article 23A of the Annotated Code of Maryland (1957 edition, as amended).

WHEREAS, §C5-1 of the City Charter currently sets certain procedures for charter referendum petitions, including requirements for the contents of the petitions; and

WHEREAS, the Mayor and Council have determined that it is appropriate to require that petition forms also include the date of signature and a circulator’s information and affidavit, in order to aid the Supervisors of Election in determining a proper count of qualified voters and to help ensure the reliability of the information included on the petition and to verify when the signature was obtained.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of College Park that:

Section 1. Article V, “Charter Amendments,” §C5-1 “Procedure for petition” be repealed, re-enacted and amended to read as follows:

A. In all instances where a petition is filed with the Mayor and Council to initiate an amendment to the City Charter or for a referendum in cases where an amendment to the City Charter has been initiated by the Mayor and Council, the following procedures shall be followed:

(1) The petitions shall be referred to the Supervisors of Elections, who shall report to the Mayor and Council the total number of persons qualified to vote in [~~a municipal~~] THE CITY general election at the time the petition is received and the total number of such voters determined by

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.

them to have signed the petition; provided, however, that in any case where a person signing the petition shall have failed to put his/her printed name, printed residence address, DATE OF SIGNATURE and city election district number thereon, the Supervisors of Elections shall not determine if such person is qualified to vote. UNLESS EACH PETITION PAGE SHALL INCLUDE THE CIRCULATOR'S PRINTED OR TYPED NAME, RESIDENCE ADDRESS AND TELEPHONE NUMBER, AND A SIGNED CIRCULATOR'S AFFIDAVIT STATING THAT THE CIRCULATOR WAS AT LEAST 18 YEARS OLD WHEN EACH SIGNATURE WAS OBTAINED; THAT THE INFORMATION PROVIDED BY THE CIRCULATOR IS TRUE AND CORRECT; THAT THE CIRCULATOR PERSONALLY OBSERVED EACH SIGNER AS HE/SHE SIGNED THE PAGE; AND THAT TO THE BEST OF THE CIRCULATOR'S KNOWLEDGE AND BELIEF, ALL SIGNATURES ON THE PAGE ARE GENUINE AND ALL SIGNERS ARE QUALIFIED VOTERS FOR THE COLLEGE PARK MUNICIPAL GENERAL ELECTION, THE SUPERVISORS OF ELECTIONS SHALL NOT DETERMINE IF ANY PERSONS LISTED ON THE PAGE ARE QUALIFIED TO VOTE.

(2) Upon receiving the report of the Supervisors of Elections, the Mayor and Council shall then comply with the applicable provisions of §4-301 *ET SEQ.* OF THE LOCAL GOVERNMENT ARTICLE[~~Article 23A~~] of the Annotated Code of Maryland [~~(1957 Edition,~~] (as amended)[, ~~titled "Corporations — Municipal," subtitle "Charter Amendments."~~]

B. A petition may consist of several pages. Each petition PAGE shall contain the full title of the Charter amendment or that part of the title of the Charter amendment petitioned upon. THE BACK OF EACH PETITION PAGE SHALL CONTAIN EITHER:

1. THE FULL TEXT OF THE AMENDMENT, OR
2. A FAIR AND ACCURATE SUMMARY OF THE SUBSTANTIVE PROVISIONS OF THE AMENDMENT. IN THIS CASE, THE FULL TEXT OF THE

AMENDMENT MUST BE IMMEDIATELY AVAILABLE FROM THE
PETITION CIRCULATOR.

Section 2. BE IT FURTHER RESOLVED that this Charter Resolution is adopted this _____ day of _____, 2014, and that the amendment to the Charter of the City of College Park, hereby proposed by this enactment, shall be and become effective upon the fiftieth (50th) day after its passage by the City unless petitioned to referendum in accordance with §4-304 of the Local Government Article, Annotated Code of Maryland within forty (40) days following its passage. A complete and exact copy of this Charter Resolution shall be posted in the City offices located at 4500 Knox Road, College Park, Maryland for forty (40) days following its passage by the Mayor and Council and a fair summary of the Charter Resolution shall be published in a newspaper having general circulation in the City not less than four (4) times, at weekly intervals, also within the forty (40) day period following its adoption by the City.

Section 3. BE IT FURTHER RESOLVED that, within ten (10) days after the Charter Resolution hereby enacted becomes effective, either as herein provided or following referendum, the City Manager for the City of College Park shall send separately, by mail, bearing a postmark from the United States Postal Service, to the Department of Legislative Services, one copy of the following information concerning the Charter Resolution: (i) the complete text of this Resolution; (ii) the date of referendum election, if any, held with respect thereto; (iii) the number of votes cast for and against this Resolution by the Council of the City of College Park or in the referendum; and (iv) the effective date of the Charter Resolution.

Section 4. BE IT FURTHER RESOLVED that the City Manager of the City of College Park be, and hereby is specifically enjoined and instructed to carry out the provisions of Sections 2 and 3 as evidence of compliance herewith; and said City Manager shall cause to

be affixed to the minutes of this meeting (i) an appropriate Certificate of Publication of the newspaper in which the fair summary of the Charter Resolution shall have been published; and (ii) return receipts of the mailing referred to in Section 3 and shall further cause to be completed and executed the Municipal Charter or Annexation Resolution Registration Form.

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

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

EFFECTIVE the _____ day of _____, 2014.

ATTEST:

CITY OF COLLEGE PARK,

Janeen S. Miller, CMC, City Clerk

By _____
Andrew M. Fellows, Mayor

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

Suellen M. Ferguson, City Attorney

CITY OF COLLEGE PARK | TO PETITION A COUNCIL CHARTER AMENDMENT TO REFERENDUM

Charter Amendment Number _____

Charter Amendment _____

We, the undersigned voters of the City of College Park, hereby petition to refer the charter amendment identified above to a vote of the qualified voters of the City for approval or rejection at the next municipal general election or special election set by the Mayor and Council. If the full text of the charter amendment or part of the charter amendment referred (the "amendment") does not appear on the back of this signature page, a fair and accurate summary of the substantive provisions of the amendment must appear on the back, and the full text of the amendment must be immediately available from the petition circulator.

NOTICE TO SIGNERS: Sign and print your full name, and provide all of the information required. Please print or type all information other than your signature. Post Office Box addresses are not generally accepted as valid. By signing this petition, you agree that the amendment identified above should be submitted to referendum of the qualified voters of the City at the next general election or special election set by the Mayor and Council, and that, to the best of your knowledge, you are a qualified voter for the City municipal general election and are eligible to have your signature counted for this petition.

Full Printed Name	Printed Residence Address	City Council District	Signature	Date Signed

DRAFT

Circulator's Affidavit: Under penalties of perjury, I swear or affirm that: 1) I was at least 18 years old when each signature was obtained; 2) The information provided below that identifies me is true and correct; 3) I personally observed each signer as he/she signed this page; and 4) To the best of my knowledge and belief, all signatures on this page are genuine and all signers are qualified voters for the College Park municipal general election

Circulator's Printed or Typed Name: _____

Telephone: _____

Printed, Complete Residence Address: _____

Circulator's Signature: _____

CITY OF COLLEGE PARK | REFERENDUM PETITION BY QUALIFIED VOTERS

We, the undersigned voters of the City of College Park, hereby petition to have this charter amendment (“amendment”) of the City Charter submitted to a vote of the qualified voters of the City, for approval or rejection at the next general election or at a special election set by the Mayor and Council. If the full text of the amendment does not appear on the back of this signature page, a fair and accurate summary of the substantive provisions of the amendment must appear on the back, and the full text of the amendment must be immediately available from the petition circulator.

NOTICE TO SIGNERS: Sign and print your full name, and provide all of the information required. Please print or type all information other than your signature. Post Office Box addresses are not generally accepted as valid. By signing this petition, you agree that the aforementioned amendment should be placed on the ballot as a proposed amendment to the City Charter at the next general election or special election set by the Mayor and Council, and that, to the best of your knowledge, you are a qualified voter for the City municipal general election and are eligible to have your signature counted for this petition.

Full Printed Name	Printed Residence Address	City Council District	Signature	Date Signed
	DRAFT			

Circulator’s Affidavit: Under penalties of perjury, I swear or affirm that: 1) I was at least 18 years old when each signature was obtained; 2) The information provided below that identifies me is true and correct; 3) I personally observed each signer as he/she signed this page; and 4) To the best of my knowledge and belief, all signatures on this page are genuine and all signers are qualified voters for the College Park municipal general election.

Circulator’s Printed or Typed Name: _____

Telephone: _____

Printed, Complete Residence Address: _____

Circulator’s Signature: _____

11

FY '15

Program
Open Space
Funding

MEMORANDUM

TO: Mayor and Council

FROM: Terry Schum, Planning Director *TSS*
Joseph L. Nagro, City Manager *JLN*

DATE: May 30, 2014

SUBJECT: Fiscal Year 2015 Program Open Space (POS) Application

ISSUE

The City of College Park has been notified that the FY 2015 POS allocation for Prince George's County is \$3,669,582.43 and the city will be receiving 3.52% of this allocation or \$129,169.30 based on the 2010 census population. Applications for acquisition and/or development projects must be submitted to the Maryland-National Capital Park and Planning Commission (M-NCPPC) by June 20, 2014. Eligible recreation and open space projects are then forwarded by M-NCPPC to the Maryland Department of Natural Resources for approval.

SUMMARY

Typically, POS funding must be divided equally between acquisition and development projects. This year, all of our allocation may be used for development projects, which require a 25% match of local funds. The city has two development projects, Duvall Field and Hollywood Gateway Park, and an acquisition project called US Route 1 Open Space Acquisition (this is a holding account until specific projects are identified) that currently have POS allocations assigned to them as follows:

Duvall Field	\$979,228.08
Hollywood Gateway Park	\$147,723.00
US Route 1 Open Space Acquisition	\$575,571.00

Duvall Field is moving forward with the replacement of the concessions/restroom building as the first phase of the project, and requires additional matching funds before the remaining POS allocation may be utilized. Staff is hopeful that these matching funds, from the Greenbelt Station South Core development, will be available in the fall. At this time, no new POS allocation is recommended.

The Hollywood Gateway Park project will be ready for construction bidding in the fall. The city was recently notified that the Chesapeake Bay Trust (CBT) grant application for this project in the amount of \$250,000 was approved for only \$150,886. Staff

recommends that the city's entire FY 2015 allocation of \$129,169.30 be assigned to this project to accommodate the shortfall. Matching funds are available through the unrestricted C.I.P. Reserve (project # 103002) and CBT grant funds could be utilized for this purpose, if needed.

The City Council previously authorized the acquisition of two additional lots in order to expand the Hollywood Gateway Park. Approximately \$80,000 from the US Route 1 Open Space Acquisition account is needed to cover the purchase and related costs (appraisals, survey, settlement fees). When approved by the Board of Public Works, this will leave a balance of \$495,571 which could be allocated to other acquisition projects.

RECOMMENDATION

Staff recommends allocating \$129,169.03 to the Hollywood Gateway Park for the city's FY2015 POS program and creating a new acquisition project for the expansion of Hollywood Gateway Park utilizing previous POS allocations for acquisition.

12

Boards and Committees

City of College Park
Board and Committee Appointments

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

Advisory Planning Commission			
Appointee	Represents	Appointed by	Term Expires
Larry Bleau 7/9/02	District 1	Mayor	12/15
Rosemarie Green Colby 04/10/12	District 2	Mayor	04/15
Christopher Gill 09/24/13	District 1	Mayor	09/16
James E. McFadden 2/14/99	District 3	Mayor	04/16
Clay Gump 1/24/12	District 3	Mayor	01/15
VACANT (formerly Smolka)	District 4	Mayor	08/14
Mary Cook 8/10/10	District 4	Mayor	08/13
City Code Chapter 15 Article IV: The APC shall be composed of 7 members appointed by the Mayor with the approval of Council, shall seek to give priority to the appointment of residents of the City and assure that there shall be representation from each of the City's four Council districts. Vacancies shall be filled by the Mayor with the approval of the Council for the unexpired portion of the term. Terms are three years. The Chairperson is elected by the majority of the Commission. Members are compensated. Liaison: Planning.			

Aging-In-Place Task Force			
Appointee	Position Filled:	Resides In:	Term Expires
	Resident (1)		Upon completion and submission of final report to the City Council.
	Resident (2)		
	Resident (3)		
	Resident (4)		
	Resident (5)		
	Resident (6)		
	Resident (7)		
	Resident (8)		
	Councilmember (1)		
	Councilmember (2)		
Established April 2014 by Resolution 14-R-07. Final report of strategies and recommendations to Council anticipated January 2015. Composition: 8 City residents (with the goal of having two from each Council District) and 2 City Council representatives, for a total of 10. Quorum = 5. Task Force shall elect Chairperson from membership. Not a compensated committee. Liaison: Director of Youth, Family and Seniors Services.			

Airport Authority			
Appointee	Resides in	Appointed by	Term Expires
James Garvin 11/9/04	District 3	M&C	07/14
Jack Robson 5/11/04	District 3	M&C	03/17
Anna Sandberg 2/26/85	District 3	M&C	03/16
Gabriel Iriarte 1/10/06	District 3	M&C	04/16
Christopher Dullnig 6/12/07	District 2	M&C	01/17
VACANT		M&C	
VACANT		M&C	

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

Animal Welfare Committee			
Appointee	Resides in	Appointed by	Term Expires
Cindy Vernasco 9/11/07	District 2	M&C	02/17
Dave Turley 3/23/10	District 1	M&C	03/16
Christiane Williams 5/11/10	District 1	M&C	05/15
Patti Brothers 6/8/10	Non resident	M&C	02/17
Taimi Anderson 6/8/10	Non resident	M&C	06/13
Harriet McNamee 7/13/10	District 1	M&C	02/17
Suzie Bellamy 9/28/10	District 4	M&C	04/17
Christine Nagle 03/13/12	District 1	M&C	03/15

10-R-20: Up to fifteen members appointed by the Mayor and Council for three-year terms. Not a compensated committee. Liaison: Public Services.

Board of Election Supervisors			
Appointee	Represents	Appointed by	Term Expires
John Robson (Chief) 5/24/94	Mayoral appt	M&C	03/15
Terry Wertz 2/11/97	District 1	M&C	03/15
VACANT (formerly Gross)	District 2	M&C	03/15
Janet Evander 07/16/13	District 3	M&C	03/15
VACANT (formerly Smolka)	District 4	M&C	03/15

City Charter C4-3: The Mayor and Council shall, not later than the first regular meeting in March of each year in which there is a general election, appoint and fix the compensation for five qualified voters as Supervisors of Elections, one of whom shall be appointed from the qualified voters of each of the four election districts and one of whom shall be appointed by the Mayor with the consent of the Council. The Mayor and Council shall designate one of the five Supervisors of Elections as the Chief of Elections. This is a compensated committee; compensation is based on a fiscal year. Per Council action (item 11-G-66) effective in March, 2013: In an election year all of the Board receives compensation. In a non-election year only the Chief Election Supervisor will be compensated. Liaison: City Clerk's office.

Cable Television Commission			
Appointee	Resides in	Appointed by	Term Expires
Jane Hopkins 06/14/11	District 1	Mayor	06/14
Blaine Davis 5/24/94	District 1	Mayor	12/15
James Sauer 9/9/08	District 3	Mayor	09/14
Tricia Homer 3/12/13	District 1	Mayor	03/16
Clay Gump 3/12/02	District 3	Mayor	01/17

City Code Chapter 15 Article III: Composed of four Commissioners plus a voting Chairperson, appointed by the Mayor with the approval of the Council, three year terms. This is a compensated committee. Liaison: City Manager's Office.

College Park City-University Partnership			
Appointee	Represents	Appointed by	Term Expires
Carlo Colella	Class A Director	UMD President	03/17
Edward Maginnis	Class A Director	UMD President	03/17
Michael King	Class A Director	UMD President	03/17
Brian Darmody	Class A Director	UMD President	03/17
Andrew Fellows	Class B Director	M&C	01/17
Maxine Gross	Class B Director	M&C	01/15
Senator James Rosapepe	Class B Director	M&C	02/16
Stephen Brayman	Class B Director	M&C	01/17
Dr. Richard Wagner	Class C Director	City and University	01/13

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

Citizens Corps Council			
Appointee	Represents	Appointed by	Term Expires
VACANT		M&C	
VACANT		M&C	
VACANT	Neighborhood Watch	M&C	
Dan Blasberg 3/27/12		M&C	03/15
David L. Milligan (Chair) 12/11/07		M&C	02/17

Resolution 05-R-15. Membership shall be composed as follows: A Citizen Corps Coordinator for each neighborhood shall be nominated and appointed by the Mayor and Council and serve as a potential member of the CPCCC for the term of their respective office in the neighborhood group. Mayor and Council shall nominate and appoint 5 to 7 residents to serve as community coordinators and to serve on the CPCCC. At least one member of the CPCCC shall be the Neighborhood Watch Coordinator, and at least one member shall represent each of the other Citizen Corps programs such as CERT, Fire Corps, Volunteers In Police Service, etc. Each member of the CPCCC shall serve for

a term of 3 years, and may be reappointed for an unlimited number of terms. The Mayor, with the approval of the City Council, shall appoint the Chair and Co-Chair of the CPCCC from among the members of the committee. The Director of Public Services shall serve as an ex officio member. Not a compensated committee. Liaison: Public Services.

Committee For A Better Environment			
Appointee	Resides in	Appointed by	Term Expires
Janis Oppelt 8/8/06	District 1	M&C	09/15
Suchitra Balachandran 10/9/07	District 4	M&C	01/17
Donna Weene 9/8/09	District 1	M&C	12/15
Gemma Evans 1/25/11	District 1	M&C	01/17
Benjamin Mellman 1/10/12	District 1	M&C	01/15
Macrina Xavier 08/14/12	District 1	M&C	08/15
Kennis Termini 01/14/14	District 1	M&C	01/17
City Code Chapter 15 Article VIII: No more than 25 members, appointed by the Mayor and Council, three year terms, members shall elect the chair. Not a compensated committee. Liaison: Planning.			

Education Advisory Committee			
Appointee	Represents	Appointed by	Term Expires
Brian Bertges 06/18/13	District 1	M&C	06/15
Cory Sanders 09/24/13	District 1	M&C	09/15
Charlene Mahoney	District 2	M&C	12/14
VACANT	District 2	M&C	
VACANT	District 3	M&C	
Melissa Day 9/15/10	District 3	M&C	11/14
Carolyn Bernache 2/9/10	District 4	M&C	02/14
Doris Ellis 9/28/10	District 4	M&C	09/13
Tricia Homer	District 1	M&C	04/16
Peggy Wilson 6/8/10	UMCP	UMCP	05/16
Resolutions 97-R-17, 99-R-4 and 10-R-13: At least 9 members who shall be appointed by the Mayor and Council: at least two from each Council District and one nominated by the University of Maryland. Two year terms. The Committee shall appoint the Chair and Vice-Chair of the Committee from among the members of the Committee. Not a compensated committee. Liaison: Youth and Family Services.			

Ethics Commission			
Appointee	Represents	Appointed by	Term Expires
Edward Maginnis 09/13/11	District 1	Mayor	08/15
VACANT	District 2	Mayor	
VACANT	District 3	Mayor	
Gail Kushner 09/13/11	District 4	Mayor	01/16
Robert Thurston 9/13/05	At Large	Mayor	02/16
Alan C. Bradford 1/23/96	At-Large	Mayor	07/15
Frank Rose 05/08/12	At-Large	Mayor	05/14

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

Farmers Market Committee			
Appointee	Represents	Appointed by	Term Expires
Margaret Kane 05/08/12	District 1	M&C	05/15
Robert Boone 07/10/12	District 1	M&C	07/15
Leo Shapiro 07/10/12	District 3	M&C	07/15
Julie Forker 07/10/12	District 3	M&C	07/15
Kimberly Schumann 09/11/12	District 1	M&C	09/15
VACANT			
VACANT		M&C	
VACANT	Student	M&C	

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

Housing Authority of the City of College Park			
Bob Catlin 05/13/14		Mayor	05/01/19
Betty Rodenhausen 04/09/13		Mayor	05/01/18
John Moore 9/10/96		Mayor	05/01/19
Thelma Lomax 7/10/90		Mayor	05/01/15
Carl Patterson 12/11/12	Attick Towers resident	Mayor	05/01/16

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

Neighborhood Stabilization Committee – as amended February 11, 2014			
Name:	Represents:	Appointed By:	Term Ends:
Mayor and City Council of the City of College Park			Term in office
Chief David Mitchell	UMD DPS (UMD Police)	University	02/16
Dr. Andrea Goodwin	UMD Administration – Rep 1	University	02/16
Marsha Guenzler-Stevens (Stamp Student Union)	UMD Administration – Rep 2	University	04/16
Matthew Supple (Fraternity-Sorority Life)	UMD Administration – Rep 3	University	04/16

Gloria Aparicio-Blackwell (Office of Community Engagement)	UMD Administration – Rep 4	University	04/16
Jackie Pearce Garrett	City Resident 1	City Council	10/15
Aaron Springer	City Resident 2	City Council	10/15
Bonnie McClellan	City Resident 3	City Council	04/16
Christine Nagle	City Resident 4	City Council	04/16
Richard Morrison	City Resident 5	City Council	04/16
Douglas Shontz	City Resident 6	City Council	05/16
Catherine McGrath	UMD Student 1	Student Liaison	10/15
Josh Ratner	UMD Student 2	SGA Representative	03/16
Chris Frye	UMD Student 3	IFC	03/16
Tricia McLaughlin	UMD Student 4	Pan Hellenic Assn.	03/16
D. J. Alston* <i>*Please note we have not received his contact information so he has not received an appt. letter</i>	UMD Student 5	Nat'l Pan-Hell. Council, Inc. / United Greek Council	04/16
	Graduate Student	GSG Representative	
Todd Waters	Student Co-Operative Housing	City Council	03/16
Maj. Dan Weishaar	PG County Police Dept.	PG County Police	
Bob Ryan	Director of Public Services	City Council	10/15
Jeannie Ripley	Manager of Code Enforcement	City Council	
Lisa Miller	Rental Property Owner	City Council	02/16
Richard Biffel	Rental Property Owner	City Council	02/16
Paul Carlson	Rental Property Owner	City Council	03/16

Established by Resolution 13-R-20 adopted September 24, 2013 to replace the Neighborhood Stabilization and Quality of Life Workgroup. Amended October 8, 2013 (13-R-20.Amended). Amended February 11, 2014 (14-R-03). City Liaison: City Manager's Office. Two year terms. Main Committee to meet four times per year. This is not a compensated committee.

Neighborhood Watch Steering Committee			
	Resident of:	Appointed By:	Term Expires:
Robert Boone 04/12/11	District 1	M&C	04/15
Aaron Springer 02/14/12	District 3	M&C	05/16
Nick Brennan	District 2	M&C	04/16

Created on April 12, 2011 by Resolution 11-R-06 as a three-person Steering Committee whose members shall be residents. Coordinators of individual NW programs in the City shall be ex-officio members. Terms are for two years. Annually, the members of the Steering Committee shall appoint a Chairperson to serve for a one-year term. Meetings shall be held on a quarterly basis. This Resolution dissolved the Neighborhood Watch Coordinators Committee that was established by 97-R-15. This is not a compensated committee. Liaison: Public Services.

Noise Control Board			
Appointee	Represents	Appointed by	Term Expires
Mark Shroder 11/23/10	District 1	Council, for District 1	11/14
Harry Pitt, Jr. 9/26/95	District 2	Council, for District 2	03/16
Alan Stillwell 6/10/97	District 3	Council, for District 3	09/16
Suzie Bellamy	District 4	Council, for District 4	12/16
Adele Ellis 04/24/12	Mayoral Appt	Mayor	04/16
Bobbie P. Solomon 3/14/95	Alternate	Council - At large	05/18
Larry Wenzel 3/9/99	Alternate	Council - At large	02/18
<p>City Code Chapter 138-3: The Noise Control Board shall consist of five members, four of whom shall be appointed by the Council members, one from each of the four election districts, and one of whom shall be appointed by the Mayor. In addition, there shall be two alternate members appointed at large by the City Council. The members of the Noise Control Board shall select from among themselves a Chairperson. Four year terms. This is a compensated committee. Liaison: Public Services.</p>			

Recreation Board			
Appointee	Represents	Appointed by	Term Expires
Wade Price 12/14/05	District 1	M&C	02/15
Sarah Araghi 7/14/09	District 1	M&C	07/15
Alan C. Bradford 1/23/96	District 2*	M&C	02/17
VACANT	District 2	M&C	
Adele Ellis 9/13/88	District 3	M&C	02/17
VACANT	District 3	M&C	
Barbara Pianowski 3/23/10	District 4	M&C	05/17
Judith Oarr 05/14/13	District 4	M&C	05/16
Bettina McCloud 1/11/11	Mayoral	Mayor	02/17
Solonnine Privett	Mayoral	Mayor	04/16
<p>City Code Chapter 15 Article II: 10 members: two from each Council district appointed by the Mayor and Council and two members nominated by the Mayor and confirmed by the Mayor and Council. The Chairperson will be chosen from among and by the district appointees. 3 year terms. Not a compensated committee. Liaison: Public Services.</p> <p>*Although Mr. Bradford lives in what is now considered District 1, his residence was part of District 2 when he was appointed. The designation of his residence was changed to District 1 during the last redistricting. He is still considered an appointment from District 2.</p> <p>** Effective April 2012: Jay Gilchrist, Director of UMD Campus Recreation Services, changed his status from Rec Board member (Mayoral Appointment) to UM liaison to the Rec Board, similar to the M-NCPPC representative.</p>			

Rent Stabilization Board			
Appointee	Represents	Appointed by	Term Expires
VACANT	Tenant	M&C	
VACANT	Tenant	M&C	
Richard Biffel 6/6/06	Landlord	M&C	09/13
Bradley Farrar 6/14/11	Landlord	M&C	06/14
Chris Kujawa 10/11/11	Resident	M&C	10/14
<p>City Code Chapter 15 Article IX: Board shall have between 5 - 7 members appointed by M&C with priority given to the appointment of residents and to owners of real property located in the City. Three year terms. Vacancies shall be filled for unexpired portions of a term. At least two members should be tenants and two members should be landlords. Chairperson chosen by the Board from among the members. This is a compensated committee. Liaison: Public Services.</p> <p>→06/18/2013: Ordinance was extended until September 1, 2014, and the administration and enforcement of the law was suspended until September 1, 2014. The RSB is on hiatus. There is no need to maintain a quorum at this time.</p>			

Sustainable Maryland Certified Green Team		
Appointee	Represents	Term Expires
Denise Mitchell 04/10/12	City Elected Official	04/14
Patrick Wojahn 04/10/12	City Elected Official	04/14
VACANT	City Staff	
Loree Talley 05/08/12	City Staff	05/14
VACANT	CBE Representative	
VACANT	A City School	
VACANT	UMD Student	
VACANT	UMD Faculty or Staff	
VACANT	City Business Community	
Ben Bassett - Proteus Bicycles 09/25/12	City Business Community	09/14
Douglas Shontz	Resident	05/16
Christine Nagle 04/10/12	Resident	04/14
VACANT	Resident	
VACANT	Resident	
<p>Established March 13, 2012 by Resolution 12-R-06. Up to 14 people with the following representation: 2 elected officials from the City of College Park, 2 City staff, 1 representative from the CBE, 1 representative of a City school, 1 student representative from the University of Maryland, 1 faculty or staff representative from the University of Maryland, 2 representatives of the City business community, up to 4 City residents. Two year terms. Not a compensated committee. A quorum shall be 6 people. The SMCGT shall select a Chair and a Co-Chair from among the membership on an annual basis. The SMCGT should meet at least bi-monthly. The liaison shall be the Planning Department.</p>		

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

Veterans Memorial Improvement Committee			
Appointee	Represents	Appointed by	Term Expires
Deloris Cass 11/7/01		M&C	12/15
Joseph Ruth 11/7/01	VFW	M&C	12/15
Leonard Smith 11/25/08		M&C	03/15
Blaine Davis 10/28/03	American Legion	M&C	12/15
Rita Zito 11/7/01		M&C	02/15
Doris Davis 10/28/03		M&C	12/15
Mary Cook 3/23/10		M&C	03/13
Arthur Eaton		M&C	11/16
VACANT			
Resolution 01-G-57: Board comprised of 9 to 13 members including at least one member from American Legion College Park Post 217 and one member from Veterans of Foreign Wars Phillips-Kleiner Post 5627. Appointed by Mayor and Council. Three year terms. Chair shall be elected each year by the members of the Committee. Not a compensated committee. Liaison: Public Works.			