



WEDNESDAY, AUGUST 6, 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. Resolution of the Advisory Planning Commission of the City of College Park, Maryland, Regarding Variance Number CPV-2014-03, 9728 51st Place, College Park, Maryland, Recommending Approval of a Variance from Section 27-120.01 (c) of the Prince George's County Zoning Ordinance, "Front Yards of Dwellings," to construct a driveway that will encroach 3 feet in the front yard. And Recommending Approval of Variances from Section 27-442 (c) to Validate the Minimum Total Side Yard Setback and Minimum North and South Side Yard Setbacks (***Appeal period ends August 9, 2014***)
2. Resolution of the Advisory Planning Commission of the City of College Park, Maryland, Regarding Variance Number CPV-2014-04, 5025 Iroquois Street, College Park, Maryland, Recommending Denial of a Variance from Section 27-120.01 (c) of the Prince George's County Zoning Ordinance, "Front Yards of Dwellings," to expand a driveway in the front yard by adding an additional 9 feet in width and 18 feet in length. And Recommending Approval of a Variance to Validate an Existing Side Yard Setback (***Appeal period ends August 9, 2014***)
3. Request for free parking in the downtown parking garage after 5:00 pm Monday, August 18 through Friday, August 22 for College Park Restaurant Week – Michael Stiefvater, Economic Development Coordinator
4. Approval of a one-year contract extension to NZI Construction Corporation for FY '15 miscellaneous concrete maintenance and asphalt resurfacing – Steve Halpern, City Engineer

WORKSESSION DISCUSSION ITEMS

5. Presentation on "The Hotel at the University of Maryland" – Gordon and Greenberg Architects

6. Discussion with the University of Maryland about plans for additional events at Comcast Center and the impact of the Big Ten on the City – Carlo Colella (VP for Administration and Finance), Chief Dave Mitchell (Director of Public Safety and Chief of Police) and Maj. Dan Weishaar (PGPD District 1 Commander)
7. Request for possible legislative support for a gourmet wine and beer package store in downtown College Park (on US 1 between at Guilford and Calvert) – Paul Patel and Tony Akaras
8. Introduction of an ordinance to address proper use of visitor passes and revocation of visitor passes when violations occur
9. **Special Session** – Approval of an MOU with Prince George’s County DPW&T for City installation of a Rectangular Rapid Flash Beacon (RRFB) on Rhode Island Avenue at Hollywood Road – Steve Halpern, City Engineer
10. Extension of Hollywood Road to Autoville Drive in front of Mazza – Terry Schum, Director of Planning
11. Direction to staff on City recycling – Bill Gardiner, Assistant City Manager
12. Options for location of City Hall and the use of the Calvert Road school site
13. Introduction of an ordinance with amendments to Chapter 38, Ethics – Suellen Ferguson, City Attorney
14. Approval of a license agreement between the City of College Park and University Gardens for revocable use of city controlled right of way along Rhode Island Avenue for parking (14-G-39 Postponed from March 25 and April 8)
15. Discussion of FY ‘16 – FY ‘20 strategic planning process – Bill Gardiner, Assistant City Manager
16. Discussion of county and state legislative priorities prior to the legislative dinner – Bill Gardiner, Assistant City Manager
17. **Special Session** – Change in owner name for Toll College Park – Suellen Ferguson, City Attorney
18. **Special Session** – Request for two letters of support to NEA on behalf of Clarice Smith Performing Arts Center for “At War With Ourselves” and “The Telling: College Park” -- Councilmember Brennan
19. 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.

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CPV-2014-03,
9728 51st
Place



Office of the Mayor and Council
City of College Park
4500 Knox Road
College Park, Maryland 20740
Telephone: (240) 487-3501
Facsimile: (301) 699-8029

**NOTICE OF FINAL DECISION
of the
MAYOR AND COUNCIL
of the
CITY OF COLLEGE PARK**

RE: Case No. CPV-2014-03 Name: Juan Avila, Sr.

Address: 9728 51st Place, College Park, MD 20740

Enclosed herewith is a copy of the Resolution setting forth the action taken by the Mayor and Council of the City of College Park in this case on the following date:

August 12, 2014.

CERTIFICATE OF SERVICE

This is to certify that on August 14, 2014, the attached Resolution was mailed, postage prepaid, to all persons of record.

NOTICE

Any person of record may appeal the Mayor and Council decision within thirty (30) days to the Circuit Court of Prince George's County, 14735 Main Street, Upper Marlboro, MD 20772. Contact the Circuit Court for information on the appeal process at (301) 952-3655.

Janeen S. Miller, CMC
City Clerk

Copies to: Advisory Planning Commission
City Attorney
Applicant
Parties of Record

PG Co. DER, Permits & Review Section
M-NCPPC, Development Review Division
City Public Services Department

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, MARYLAND ADOPTING THE RECOMMENDATIONS OF THE ADVISORY PLANNING COMMISSION REGARDING VARIANCE APPLICATION NUMBER CPV-2014-03, 9728 51ST PLACE, COLLEGE PARK, MARYLAND, RECOMMENDING APPROVAL OF A VARIANCE FROM SECTION 27-120.01 (C) OF THE PRINCE GEORGE'S COUNTY ZONING ORDINANCE, "FRONT YARDS OF DWELLINGS," TO CONSTRUCT A DRIVEWAY THAT WILL ENCROACH 3 FEET IN THE FRONT YARD AND RECOMMENDING APPROVAL OF VARIANCES FROM SECTION 27-442 (C) TO VALIDATE THE MINIMUM TOTAL SIDE YARD SETBACK AND MINIMUM NORTH AND SOUTH SIDE YARD SETBACKS.

- WHEREAS,** the City of College Park, Maryland (hereinafter, the "City") has, pursuant to Ordinance Number 11-O-03 (hereinafter, the "Ordinance"), and in accordance with Section 27-924 of the Prince George's County Zoning Ordinance (hereinafter, "Zoning Ordinance"), enacted an ordinance which sets forth procedural regulations governing any or all of the following: departures from design and landscaping standards, parking and loading standards, sign design standards, and variances for lot size, setback, and similar requirements for land within the corporate boundaries of the City, alternative compliance from landscaping requirements, certification, revocation, and revision of nonconforming uses, and minor changes to approved special exceptions; and
- WHEREAS,** the City is authorized by the Ordinance to grant an application for a waiver or variance for lot size, setback, and similar requirements where, by reason of exceptional narrowness, shallowness, shape, topography, or other extraordinary situation or condition of the specific parcel of property, the strict application of the Zoning Ordinance would result in peculiar and unusual practical difficulties or an exceptional or undue hardship upon the owner of the property, and a variance can be granted without substantial impairment of the intent, purpose and integrity of the General Plan or Master Plan; and
- WHEREAS,** the Advisory Planning Commission (hereinafter "APC") is authorized by the Ordinance to hear requests for variances from the terms of the Zoning Ordinance with respect to lot size, setback, and other requirements from which a variance may be granted by the Prince George's County Board of Appeals, including variances from Section 27-442(c) of the Prince George's County Zoning Ordinance, and to make recommendations to the Mayor and Council in connection therewith; and
- WHEREAS,** Section 27-120.01 (c) of the Prince George's County Zoning Ordinance stipulates that no parking space, parking area, or parking structure other than a driveway no wider than its associated garage, carport, or other parking structure may be built in the front yard of a dwelling, except a townhouse or multifamily dwelling, in the area between the front street line and the sides of the dwelling; and
- WHEREAS,** Section 27-442 (c) Table IV of the Prince George's County Zoning Ordinance stipulates a minimum side yard setback as 8 feet and a minimum total of both yards as 17 feet.

- WHEREAS,** the Mayor and Council are authorized by the Ordinance to accept or deny the recommendation of the APC with respect to variance requests; and
- WHEREAS,** on May 1, 2014, Juan Avila, Sr. (hereinafter, the “Applicant”), submitted an application for a variance from Section 27-120.01(c) to permit construction of a 14-foot by 19-foot driveway at the premises known as 9728 51st Place, College Park, Maryland (“the Property”); and
- WHEREAS,** on June 5, 2014, the APC conducted a hearing on the merits of the application, at which time the APC heard testimony and accepted evidence, including the staff report and Exhibits 1 – 10 with respect to whether the subject application meets the standards for granting a variance set forth in the Ordinance.
- WHEREAS,** the APC moved to continue the case to the next meeting in order to allow the applicant to provide more information on resident permit parking and revise his application to address drainage, lot coverage and encroachment concerns; and
- WHEREAS,** the Applicant submitted a revised application on June 19, 2014 that relocated the proposed driveway from the south side of the lot to the north side to address drainage concerns and reduced the width of the proposed driveway to 10-foot wide to address lot coverage and encroachment concerns; and
- WHEREAS,** the staff report provided more information to address drainage concerns and resident permit parking information, including 3 more exhibits (copy of permit parking sign, parking violation report, memo from the parking enforcement manager).
- WHEREAS,** based upon the evidence and testimony presented, the APC voted 4-0-0 to recommend that the variance be granted; and
- WHEREAS,** the Mayor and Council have reviewed the recommendation of the APC as to the Application and in particular have reviewed the APC’s findings of fact and conclusions of law; and
- WHEREAS,** no exceptions have been filed; and
- WHEREAS,** the Mayor and Council are in agreement with and hereby adopt the findings of fact and conclusions of law of the APC as to the Application as follows:

Section 1 Findings of fact:

- 1.1 The property is located at 9728 51st Place in the Hollywood subdivision.
- 1.2 The property is part of the North College Park Citizens Association.
- 1.3 The property is zoned R-55.
- 1.4 The Applicant is seeking a variance not to exceed 3 feet in width and 19 feet in length or 57 square feet of parking area in the front of the dwelling to construct a new driveway and curb cut.

- 1.5 The Applicant is seeking a variance of 5 feet from the required combined minimum setback of 17 feet for side yards to validate an existing condition.
- 1.6 The Applicant is seeking a variance of 2 feet from the required minimum setback of 8 feet for side yards to validate an existing condition.
- 1.7 The subject house was constructed in 1950.
- 1.8 The property is mostly rectangular in shape but the width gradually narrows towards the rear of the property. The width at the front property line is 51.79 feet. The width at the rear property line is 44.15 feet. The side property lines are both 110 feet in length.
- 1.9 The property has an area of 5280 square feet.
- 1.10 The immediate neighborhood is zoned R-55, single-family residential and has many small lots.
- 1.11 The minimum lot size in the R-55 zone is 6,500 square feet.
- 1.12 The minimum lot width in the R-55 zone is 65 linear feet.
- 1.13 The applicant does not currently have any driveway or curb-cut.
- 1.14 The majority of homes in this neighborhood have at least a single-wide driveway.
- 1.15 The standard driveway size is 10 feet by 18 feet.
- 1.16 The section of street (both sides) in front of the subject property is in Permit Parking Zone 2, which states that permits are required Monday through Friday from 6:30 AM-9:30 AM and 4:00 PM-7:00 PM.
- 1.17 The subject property is in close proximity to the Greenbelt Metro Station.
- 1.18 There were 73 parking violations in this area (9700 block of 51st Place) in a one year period between June 1, 2013 – June 1, 2014.
- 1.19 The Field Parking Operations Supervisor verified that most streets in the vicinity of and including 51st Place are near capacity in the evening.
- 1.20 The City Engineer testified that the driveway should be placed on the north side of the lot, which has a higher elevation and will have less storm water impact to the property to the south of the subject property. This will require the removal of a large tree. Also, most of the houses in the neighborhood have their driveways on the high side of their lots. A small (less than one foot) retaining wall may be necessary but the driveway can be constructed without creating a drainage problem. The driveway could be constructed to direct drainage towards the rear of the lot.
- 1.21 The applicant testified that his employment requires him to be on call 24 hours a day, 7 days a week. The applicant is currently under a doctor's care for his back and his doctor is recommending back surgery in the future. When the applicant cannot find parking close to his house, he has had to park up to 3 blocks away.

Section 2 Conclusions of Law

The APC makes the following conclusions of law with regard to CPV-2014-01 for a Variance from Section 27-120.01 (c) of the Prince George's County Zoning Ordinance, "Front Yards of Dwellings," to expand a driveway in the front yard to a width of nine (9) feet and a length of eighteen (18) feet and to validate Variances from Section 27-442 (c) Table IV:

- 2.1 The property has exceptional shape and narrowness.
- 2.2 The strict application of the County Zoning Ordinance will result in an unusual practical difficulty upon the property owner by preventing him from having a close, reliable, regular parking space.
- 2.3 Granting the requested variance will not impair the intent and purpose of the applicable County General Plan or County Master Plan because most of the single-family homes in the neighborhood have driveways.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of College Park, Maryland that the findings of fact and conclusions of law of the APC are hereby adopted and the APC recommends approval of the following variances:

1. A variance not to exceed 3 feet in width and 19 feet in length or 57 square feet of parking area in the front of the dwelling to allow a driveway in the north portion of the lot.
2. A variance of 5 feet from the required combined minimum setback of 17 feet for side yards to validate an existing condition.
3. A variance of 2 feet from the required minimum setback of 8 feet for side yards to validate an existing condition.

ADOPTED, by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the 12th day of August 2014.

CITY OF COLLEGE PARK,
MARYLAND

Janeen S. Miller, CMC
City Clerk

Andrew M. Fellows, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Suellen M. Ferguson
City Attorney

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CPV-2014-04,
5025 Iroquois
Street



Office of the Mayor and Council
City of College Park
4500 Knox Road
College Park, Maryland 20740
Telephone: (240) 487-3501
Facsimile: (301) 699-8029

**NOTICE OF FINAL DECISION
of the
MAYOR AND COUNCIL
of the
CITY OF COLLEGE PARK**

RE: Case No. CPV-2014-04 Name: Reina Vasquez

Address: 5025 Iroquois Street, College Park, MD 20740

Enclosed herewith is a copy of the Resolution setting forth the action taken by the Mayor and Council of the City of College Park in this case on the following date:

August 12, 2014.

CERTIFICATE OF SERVICE

This is to certify that on August 14, 2014, the attached Resolution was mailed, postage prepaid, to all persons of record.

NOTICE

Any person of record may appeal the Mayor and Council decision within thirty (30) days to the Circuit Court of Prince George's County, 14735 Main Street, Upper Marlboro, MD 20772. Contact the Circuit Court for information on the appeal process at (301) 952-3655.

Janeen S. Miller, CMC
City Clerk

Copies to: Advisory Planning Commission
City Attorney
Applicant
Parties of Record

PG Co. DER, Permits & Review Section
M-NCPPC, Development Review Division
City Public Services Department

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, MARYLAND ADOPTING THE RECOMMENDATIONS OF THE ADVISORY PLANNING COMMISSION REGARDING VARIANCE APPLICATION NUMBER CPV-2014-04, 5025 IROQUOIS STREET, COLLEGE PARK, MARYLAND, RECOMMENDING DENIAL OF A VARIANCE FROM SECTION 27-120.01 (C) OF THE PRINCE GEORGE'S COUNTY ZONING ORDINANCE, "FRONT YARDS OF DWELLINGS," TO EXPAND A DRIVEWAY IN THE FRONT YARD BY ADDING AN ADDITIONAL 9 FEET IN WIDTH AND 18 FEET IN LENGTH AND RECOMMENDING APPROVAL OF A VARIANCE TO VALIDATE AN EXISTING SIDE YARD SETBACK.

- WHEREAS,** the City of College Park, Maryland (hereinafter, the "City") has, pursuant to Ordinance Number 11-O-03 (hereinafter, the "Ordinance"), and in accordance with Section 27-924 of the Prince George's County Zoning Ordinance (hereinafter, "Zoning Ordinance"), enacted an ordinance which sets forth procedural regulations governing any or all of the following: departures from design and landscaping standards, parking and loading standards, sign design standards, and variances for lot size, setback, and similar requirements for land within the corporate boundaries of the City, alternative compliance from landscaping requirements, certification, revocation, and revision of nonconforming uses, and minor changes to approved special exceptions; and
- WHEREAS,** the City is authorized by the Ordinance to grant an application for a waiver or variance for lot size, setback, and similar requirements where, by reason of exceptional narrowness, shallowness, shape, topography, or other extraordinary situation or condition of the specific parcel of property, the strict application of the Zoning Ordinance would result in peculiar and unusual practical difficulties or an exceptional or undue hardship upon the owner of the property, and a variance can be granted without substantial impairment of the intent, purpose and integrity of the General Plan or Master Plan; and
- WHEREAS,** the Advisory Planning Commission (hereinafter "APC") is authorized by the Ordinance to hear requests for variances from the terms of the Zoning Ordinance with respect to lot size, setback, and other requirements from which a variance may be granted by the Prince George's County Board of Appeals, including variances from Section 27-442(c) of the Prince George's County Zoning Ordinance, and to make recommendations to the Mayor and Council in connection therewith; and
- WHEREAS,** Section 27-120.01 (c) of the Prince George's County Zoning Ordinance stipulates that no parking space, parking area, or parking structure other than a driveway no wider than its associated garage, carport, or other parking structure may be built in the front yard of a dwelling, except a townhouse or multifamily dwelling, in the area between the front street line and the sides of the dwelling; and
- WHEREAS,** Section 27-442 (c) of the Prince George's County Zoning Ordinance stipulates a minimum side yard setback as 8 feet; and

- WHEREAS,** the Mayor and Council are authorized by the Ordinance to accept or deny the recommendation of the APC with respect to variance requests; and
- WHEREAS,** on May 20, 2014, Reina Vasquez (hereinafter, the “Applicant”), submitted an application for a variance from Section 27-120.01(c) to permit construction of a 9 feet by 18 feet driveway expansion in front of the house at the premises known as 5025 Iroquois Street, College Park, Maryland (“the Property”); and
- WHEREAS,** on June 5, 2014, the APC conducted a hearing on the merits of the application, at which time the APC heard testimony and accepted evidence, including the staff report and Exhibits 1 – 7 with respect to whether the subject application meets the standards for granting a variance set forth in the Ordinance; and
- WHEREAS,** based upon the evidence and testimony presented, the APC voted 4-0-0 to recommend that the driveway variance be denied; and
- WHEREAS,** on June 5, 2014, the APC inadvertently omitted to vote on the side yard setback validation; and
- WHEREAS,** on July 3, 2014, the APC voted on the omitted validation based upon the record introduced at the June hearing to recommend approval of the validation.
- WHEREAS,** the Mayor and Council have reviewed the recommendation of the APC as to the Application and in particular have reviewed the APC’s findings of fact and conclusions of law; and
- WHEREAS,** no exceptions have been filed; and
- WHEREAS,** the Mayor and Council are in agreement with and hereby adopt the findings of fact and conclusions of law of the APC as to the Application as follows:

Section 1 Findings of fact:

- 1.1 The property is located at 5025 Iroquois Street in the Daniels Park subdivision.
- 1.2 The property is part of the North College Park Citizens Association.
- 1.3 The property is zoned R-55.
- 1.4 The Applicant is proposing to widen an existing driveway by 9 feet in width and 18 feet in length (162 square feet) in order to provide an expanded parking area in the front yard to accommodate 2 vehicles.
- 1.5 The Applicant is seeking a variance not to exceed 9 feet in width and 18 feet in length or 162 square feet of parking area in the front of the dwelling.
- 1.6 The Applicant is seeking a variance of one foot to validate an existing side yard setback. The Zoning Ordinance requires a minimum side yard setback of 8 feet. The existing west side yard setback is only 7 feet.

- 1.7 The subject house was constructed in 1955.
- 1.8 The property is rectangular in shape.
- 1.9 The immediate neighborhood is zoned R-55, single-family residential.
- 1.10 The property has an area of 5000 square feet with a width of 50 feet and a length of 100 feet.
- 1.11 The minimum lot size in the R-55 is 6,500 square feet.
- 1.12 The minimum lot width in the R-55 is 65 linear feet.
- 1.13 The lot coverage with the proposed driveway expansion will not exceed 26%.
- 1.14 There are 4 working adults in the house with a total of 5 vehicles.
- 1.15 The applicant requested and was granted a double-wide driveway apron in 2005. This permission granted by the Mayor and Council has not expired. The applicant had permission to build the double-wide apron but did not construct it at the time. Now, they would like to construct the double-wide apron and double-wide driveway. In 2003, the Zoning Ordinance was modified to prohibit parking in front of a dwelling. The applicant did not apply for a variance in 2005 to construct an expanded driveway because they were unaware of this requirement.
- 1.16 There is no residential permit parking in this neighborhood.

Section 2 Conclusions of Law

The APC makes the following conclusions of law with regard to CPV-2014-04, for a Variance from Section 27-120.01 (c) of the Prince George's County Zoning Ordinance, "Front Yards of Dwellings," to expand a driveway in the front yard to a width of nine (9) feet and a length of eighteen (18) feet:

- 2.1 The property is narrower than the minimum width required by the R-55 zone, which limits placement and size of the driveway.
- 2.2 The strict application of the County Zoning Ordinance will not result in undue hardship upon the property owner. The strict application of the County Zoning Ordinance will result in an inconvenience to the property owner by making it more difficult for the household to park their vehicles close to their home. Based on the evidence presented, however, this situation does not rise to the level of an unusual practical difficulty or undue hardship. In addition, the applicant could extend the existing driveway toward the house to provide additional space for parking without the need for a variance.
- 2.3 The strict application of the County Zoning Ordinance will result in undue hardship upon the property owner in terms of complying with the minimum side yard setback of 8 feet. The existing west side yard setback is 7 feet. To comply with the side yard setback requirement would require the house to be moved one foot or reduced by one foot along the entire west side of the house.

2.4 Granting the requested driveway encroachment variance will impair the intent and purpose of the applicable County General Plan or County Master Plan by reducing the amount of open space in the front yard. However, granting the one-foot validation of the existing side yard setback will not impair the intent and purpose of the applicable County General Plan or County Master Plan since the one foot is minimal in terms of impact to the surrounding neighborhood.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of College Park, Maryland that the findings of fact and conclusions of law of the APC are hereby adopted and the APC recommends that a variance of the parking area requirements prohibiting driveways in the front yard be denied. Further, the APC recommends that a variance of one foot to validate an existing side yard setback be approved.

ADOPTED, by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the 12th day of August 2014.

CITY OF COLLEGE PARK,
MARYLAND

Janeen S. Miller, CMC
City Clerk

Andrew M. Fellows, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Suellen M. Ferguson
City Attorney

3

College Park
Restaurant
Week

MEMORANDUM

TO: Mayor and Council

FROM: Michael Stiefvater, Economic Development Coordinator

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

DATE: August 1, 2014

SUBJECT: Free Downtown Garage Parking for Restaurant Week

ISSUE

At the May 27, 2014 meeting of the Downtown College Park Management Authority ("DCPMA"), the group's officers voted to request that the City expand its free summer parking program to coincide with College Park's Restaurant Week from Monday, August 18th to Sunday, August 24th. Currently, the City is offering free parking in the Downtown garage on Saturdays through August 23rd, while Sundays are always free. DCPMA's request would allow visitors to park for free in the Downtown garage after 5:00pm that Monday through Friday. The purpose of this request is to increase customer participation in this event.

BACKGROUND

In response to various community surveys and discussions with restaurant owners, staff organized the city's first restaurant week in August 2013, which included the same parking promotion proposed this year. Due to the event's success during a traditionally slow period for local businesses, staff and the restaurant owners have decided to hold it again. To date, 20 businesses have confirmed their participation, of which 9 are located within DCPMA's boundaries.

SUMMARY

In order to estimate the potential loss of parking revenue due to this request, Parking Enforcement provided an analysis of revenues from the summer months in 2013. The weekly average for payments received after 5:00pm during the period between May 28th and August 16th, excluding restaurant week, was \$1,954.50, or \$390.90 per night.

RECOMMENDATION

Staff recommends that the Mayor and Council approve this request and enable Parking Enforcement to suspend enforcement after 5:00pm from Monday, August 18th to Friday, August 22nd.

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Contract
extension for
FY '15 asphalt
and concrete

MEMORANDUM

To: Mayor & Council

Through: Joe Nagro, City Manager 

From: Steven E. Halpern, P.E. 

Date: July 30, 2014

Subject: Award of Miscellaneous Concrete Maintenance and Asphalt Resurfacing RFP CP-13-01 – Contract Option with NZI Construction Corporation for FY15. (Proposed Consent)

Background

On May 24, 2012, sealed bids were opened for the FY13 Miscellaneous Concrete Maintenance and Asphalt Resurfacing project, RFP CP-13-01. NZI Construction Corporation of Beltsville, MD was awarded the base contract. The CP-13-01 contract was a 1-year contract with 3 optional 1-year extensions. The contract was renewed for FY14.

NZI Construction Corporation has agreed to maintain their current unit prices. The term of this 2nd option is from July 1, 2014 to June 30, 2015 (fiscal year 2015).

We have projected that we will spend about \$600,000 in FY15. Additionally, we anticipate adding to this contract the follow grant project:

- CDBG PY38 for FY2014 – Construction of Randolph Macon Road – CDBG grant is \$127,000. Approval pending by County. The total estimated cost is \$296,000.

The estimated total contract value for FY15 is \$896,000, of which the City will be reimbursed \$127,000 from CDBG and \$169,000 in developer fees (Kidwell).

NZI Construction Corporation was the successful bidder for our previous contract, CP-09-01. Their current work performance under the CP-13-01 contract has been exceptional.

Funding source: Fund 301 Unrestricted C.I.P. Reserve.

Recommendation

Based on staff's review of the subject contract performance, it is recommended that Contract CP-13-01 (Option Year 2), Miscellaneous Concrete Maintenance and Asphalt Resurfacing, be awarded to NZI Construction Corp. of Beltsville, MD in an amount not to exceed \$896,000.

5

The Hotel at the University of Maryland

6

Impact of the Big Ten

7

Gourmet wine and beer

8

Proper use of visitor passes

MEMORANDUM

TO: Mayor and City Council
THROUGH: Joseph Nagro, City Manager
FROM: Robert W. Ryan, Public Services Director
DATE: August 1, 2014
SUBJECT: Introduction of an ordinance regarding use of visitor passes

ISSUE

Residents have brought to Council attention possible misuse of some visitor parking permits by commuters who park in the residential permit parking zone near the Greenbelt Metro station during the day. A draft ordinance has been prepared for Council consideration to resolve this issue.

SUMMARY

The wording of the relevant portions of the City Code 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 certain kinds of misuse of a permit. During previous Council discussion it became apparent that different types of misuse of a permit may be occurring. First, there is the issue which brought this to Council attention, which 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 routinely uses the visitor permit (\$1.00) instead of a resident parking pass (\$10.00) because it is cheaper. In addition, residents with out of state vehicles must pay a separate registration fee to the State (\$27.00). Proof of this must be shown before the City will issue a resident parking permit. So, a resident with an out of state vehicle may attempt to save \$36.00 by using a non-specific visitor permit instead of a resident permit.

It was noted during staff review that revocation of a residential parking 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 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.

The City Attorney has met with Public Services staff to review the previous Council work session discussion with staff and residents. The City Attorney has prepared the attached draft ordinance to enact changes to the City Code which we believe address resident concerns by defining a limited area for use of a visitor permit in proximity to the address of the host resident, and providing for revocation of residential parking permits and visitor permits when misused.

It will continue to be City practice to suspend enforcement in an area to allow social events, such as reunions, birthday parties, quinceanera, weddings, etc. without the need to purchase additional visitor permits, if Parking is notified beforehand.

RECOMMENDATION

The Council should consider the attached draft ordinance, and, if acceptable, introduce it for adoption.

ORDINANCE
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, MARYLAND,
AMENDING CHAPTER 184, “VEHICLES AND TRAFFIC”, BY REPEALING AND
REENACTING §184-9, “PERMIT PARKING IN RESTRICTED RESIDENTIAL ZONES”
TO BETTER DEFINE WHERE VISITOR PARKING PERMITS MAY BE USED AND
TO PROVIDE AN ENFORCEMENT MECHANISM

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

WHEREAS, the City has adopted Chapter 184-8, “Permit parking in restricted residential areas” to allow for permit and visitor parking in residential neighborhoods when initiated by Mayor and Council or be resident petition; and

WHEREAS, it has come to the attention of the Mayor and Council that misuse of the parking and visitor permits is occurring; and

WHEREAS, the Mayor and Council have determined that it is in the public interest to adopt certain amendments to Chapter 184 to prevent misuse of the permits and provide an additional enforcement mechanism.

Section 1. **NOW THEREFORE, BE IT ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland that Chapter 184, §184-9“Permit parking in restricted residential areas”, be, and is hereby repealed, reenacted and amended to read as follows:

A. – B. * * * *

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

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

waive the parking restriction as to visitors or persons doing business with residents or a given day or night.

D. – H. * * *

I. THE PURPOSE OF THE VISITOR PERMIT IS TO ALLOW THE PARKING OF VEHICLES IN THE IMMEDIATE VICINITY OF THE PROPERTY FOR WHICH THE PERMIT IS ISSUED FOR SOCIAL OR BUSINESS PURPOSES. VISITOR PERMITS ALLOW PARKING ONLY WITHIN 200 FEET OF THE PROPERTY BOUNDARY ON BOTH SIDES OF THE STREET ON WHICH THE PROPERTY FRONTS AND ON AN INTERSECTING STREET.

J. IN ADDITION TO ANY OTHER ENFORCEMENT, A RESIDENT PARKING PERMIT OR VISITOR PARKING PERMIT MAY BE REVOKED IF USED IN VIOLATION OF THIS CHAPTER. PRIOR TO REVOCATION OF ANY PERMIT, THE RESIDENTS AND OWNER OF THE PROPERTY TO WHICH THE PERMIT HAS BEEN ISSUED SHALL BE GIVEN WRITTEN NOTICE OF MISUSE BY THE CITY. ONCE SAID NOTICE HAS BEEN GIVEN, THE PERMIT MAY BE REVOKED FOR CONTINUED MISUSE.

Section 2. BE IT FURTHER ORDAINED by the Mayor and Council of the City of College Park that, upon formal introduction of this proposed Ordinance, which shall be by way of a motion duly seconded and without any further vote, the City Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the City Clerk and shall publish this proposed ordinance or a fair summary thereof in a newspaper having a general circulation in the City of College Park together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council. The public hearing, hereby set for _____ P.M. on the _____ day of _____, 2014, shall follow the publication by at

least seven (7) days, may be held separately or in connection with a regular or special Council meeting and may be adjourned from time to time. All persons interested shall have an opportunity to be heard. After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it. As soon as practicable after adoption, the City Clerk shall have a fair summary of the Ordinance and notice of its adoption published in a newspaper having a general circulation in the City of College Park and available at the City's offices. This Ordinance shall become effective on _____, 2014, provided that a fair summary of this Ordinance is published at least once prior to the date of passage and once as soon as practical after the date of passage in a newspaper having general circulation in the City.

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

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

EFFECTIVE the _____ day of _____, 2014.

ATTEST:

CITY OF COLLEGE PARK

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

By: _____
Andrew M. Fellows, Mayor

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

Suellen M. Ferguson, City Attorney

9

MOU with
Prince
George's
County
DPW&T

MEMORANDUM

To: Joseph L. Nagro, City Manager 
From: Steven E. Halpern, P.E. 
Date: August 1, 2014
Subject: Recommendation to enter into a MOU with Prince George's County to have Rectangular Rapid Flashing Beacons (RRFB) installed on Rhode Island Avenue at Hollywood Road.

Background

Last year, in May, the City entered into an MOU with Prince George's County for the installation of two (2) RRFBs along Rhode Island Avenue at Muskogee Street and at Cherokee Street. The RRFBs were successfully installed four months later, in September.

In order to obtain the Prince George's County right-of-way permit for our proposed RRFB installation along Rhode Island Avenue at Hollywood Road we must enter into another MOU with the County. The MOU was reviewed by Suellen Ferguson, City Attorney. The conditions of the MOU are the same as the first MOU.

We are purchasing the RRFB from the same vendor, Traffic Systems & Technology, as we did last year and for the same price. We are also contracting with the same contractor, Scott Duncan, Inc. to install the RRFB. Scott Duncan's price increased \$200.00 from their original price, provide on May 5, 2012.

The cost of the RRFB is \$11,721.00, including freight.
The installation cost is \$5,700.00
The total cost is \$17,421.00
Funding source: Reserved accounts restricted (291-07)

Recommendation

Because of the lead time needed for this project, staff recommends this for Special Session on August 6. The motion would be: "To authorize the City to enter into an MOU with County DPW&T regarding installation and maintenance of an RRFB in the County's Rhode Island Avenue right-of-way at Hollywood Road in substantially the form attached, and authorization for the City Manager to sign the MOU."

Attachment: MOU
Diagram

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made and entered into this _____ day of _____, 2014 (the “Effective Date”) by and between Prince George’s County, Maryland, a body corporate and politic (the “County”) on behalf of the Department of Public Works and Transportation (“DPW&T”) and the City of College Park, a body corporate and politic (the “City”).

RECITALS

WHEREAS, the County controls and maintains various roadways within the City’s boundaries; and

WHEREAS, installation and maintenance of traffic control devices within the County rights-of-way are a function of DPW&T; and

WHEREAS, the City has requested permission to install a Rectangular Rapid Flash Beacon (RRFB) system(s) within a County right-of-way located at Rhode Island Avenue at its intersection with Hollywood Road in College Park, Maryland; and

WHEREAS, DPW&T has agreed to allow the City to install the RRFB system; and

WHEREAS, DPW&T and the Maryland State Highway Administration currently do not allow installation of the “RRFB” without special written exception; and

WHEREAS, DPW&T and the County desire to enter into this Agreement to grant such special written exception to install the RRFB.

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

- 1) **City Responsibilities:** The City shall be responsible for the following duties and tasks:
 - a) Obtain all necessary permits and perform all of the construction, installation and maintenance operations required for the RRFB system (the “Work”) in accordance with and as described in Exhibit A, which is attached hereto and incorporated into this Agreement as if fully set forth herein.
 - b) Provide to DPW&T copies of all applicable permits.
 - c) Maintain and support all equipment installed pursuant to this Agreement, including the provision of emergency repairs of the RRFB(s).
 - d) Provide all construction and engineering plans to DPW&T prior to the construction phase of the Work as described in Exhibit A.
 - e) In the event the City fails to perform any of the Work functions associated with the RRFB(s) and corrective action is needed as determined by DPW&T, DPW&T shall

MEMORANDUM OF UNDERSTANDING

notify the City as to the required corrective action. The City shall commence the corrective action within forty-eight (48) hours of notification by DPW&T. If the City does not commence corrective action within forty-eight (48) hours, DPW&T reserves the right to perform such corrective action as may be needed and charge the City for recovery of the full cost for such corrective action(s), which shall be paid within thirty (30) days of notice from DPW&T through a check or money order made payable to Prince George's County, Maryland.

- f) In the event this Agreement is terminated pursuant to the terms of Sections 3, 4 or 5 herein, or the County requires that the equipment be removed, pursuant to Paragraph 2, the City shall remove the work at its expense and restore the affected portion of the intersection to its original condition
- 2) **Removal or Relocation:** DPW&T reserves the right to require removal of all equipment installed by the City pursuant to this Agreement if DPW&T determines, in its sole discretion, that such removal is necessary due to termination of this Agreement, safety, construction, lack of maintenance, non-compliance or any other applicable reason. In the event that the City fails to remove the equipment within thirty (30) days of written notice from the County to do so, then the County may remove the equipment and shall be reimbursed for the cost thereof by the City. If agreed by the parties, the equipment installed by the City may be relocated in lieu of removal, upon terms agreed by the parties.
- 3) **Term:** This Agreement shall be effective as of the Effective Date and shall continue in effect so long as the RRFB system is installed unless terminated by either party by giving ninety (90) days prior written notice of such termination. The continuation of this Agreement beyond the end of the fiscal year in which it is executed, and any subsequent fiscal years during which this Agreement is in effect, shall be contingent upon the availability of funding for the applicable fiscal year.
- 4) **Termination for Convenience.** The performance of work under this Agreement, in whole or in part, may be terminated by the County upon thirty (30) days prior written notice, or such time as mutually agreeable to the parties, in accordance with this clause whenever the County shall determine that such termination is in the best interest of the County.
- 5) **Termination for Default.** If City fails to fulfill its obligations under this Agreement properly and on time or otherwise violates any provision of this Agreement, the County may terminate this Agreement by providing written notice to the City. The written notice shall specify the acts or omissions relied on as cause for termination.
- 6) **Notices:** All notices, requests, reports, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) immediately upon receipt if hand-delivered in accordance with the notice provisions of this Agreement; (ii) on the day after delivery to a nationally recognized overnight courier service, or (iii) on the fifth day after mailing, if mailed to the party to whom such notice is to be given, by registered or certified U.S. mail, return receipt requested, and, in all cases, if prepaid and properly addressed as follows:

MEMORANDUM OF UNDERSTANDING

Attention: Gwendolyn T. Clerkley
Associate Director
Office of Highway Maintenance
Prince George's County
Department of Public Works and Transportation
8400 D'Arcy Road
Forestville, Maryland 20747

With Copies to: County Attorney
Office of Law, Room 5121
14741 Governor Oden Bowie Drive
Upper Marlboro, Maryland 20772

All notices or invoices to the City shall be addressed to:

Attention: Joseph L. Nagro
City Manager
City of College Park
4500 Knox Road
College Park, MD 20740

- 7) **Indemnification:** Subject to and without waiving common law and other governmental immunities and the provisions of §5-301 et seq., Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, City shall indemnify, defend, and hold harmless the County, its officers, directors, agents and employees (each, including the County, a "Covered Person") from and against any and all pending or threatened claims, losses, liabilities, litigation, damage, penalty, expense and demands of every kind and nature whatsoever (any of the foregoing a "Loss"), including, without limitation, the costs as and when incurred of defending any such Loss, and including, without limitation, reasonable attorneys' fees and disbursements therefore, incurred by a Covered Person resulting from or arising in connection with the performance of this Agreement, caused in part or in whole by any negligent or willful act or omission of the City, its officers, agents, employees or representatives. The City expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. The County does not waive any right or defense, or forebear any action, in connection herewith. The indemnification provisions set forth in this Section shall survive termination or expiration of this Agreement.
- 8) **No Waivers:** No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

MEMORANDUM OF UNDERSTANDING

- 9) **Non-Assignability:** This Agreement shall be deemed personal to the parties hereto and shall not be assigned, delegated or subcontracted without the prior written consent of the County.
- 10) **Contract Dispute Resolution:** All claims and disputes arising under this Agreement shall be handled in accordance with Sections 10A-104 and 10A-107 of the Prince George's County Code.
- 11) **Status of Parties:** The relationship of the parties to this Agreement is one of independent contractors and no partnership or joint venture is intended to be created. No party shall represent itself as the agent or employee of any other party.
- 12) **Compliance with Law:** The City shall comply with all applicable laws, orders and codes of the federal, state and local governments as they pertain to this Agreement.
- 13) **Governing Law\Venue\Severability:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of Prince George's County and the State of Maryland, without regard to its conflicts of law principles.
- 14) **Construction:** This Agreement shall not be construed against the party preparing it, but shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against any party. If any term or other provision herein is found to be unenforceable, invalid or illegal, such term or provision shall be deemed deleted from this Agreement, and the remainder of this Agreement shall not be affected or impaired thereby.
- 15) **Authority:** Each party represents and warrants that it is fully authorized to enter into the terms and conditions of, and to execute and be bound by, this Agreement. The parties agree to use their best efforts promptly to execute and to effectuate the terms provided for herein. In addition, each person whose signature appears hereon warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement.
- 16) **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 17) **Recitals:** The Recitals are expressly incorporated herein by reference.
- 18) **Entire Agreement:** This Agreement incorporates the entire understanding of the parties hereto, and supersedes any and all prior agreements or understandings (written or oral) relating to the subject matter hereof. This Agreement can only be modified in a writing signed by duly authorized representatives of both parties hereto.
- 19) **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed on the Effective Date first written above.

WITNESS

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

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

Approved as to form and legal sufficiency

Suellen M. Ferguson, City Attorney

WITNESS

**PRINCE GEORGE'S COUNTY,
MARYLAND**

By: _____
Victor Hoskins, Deputy
Chief Administrative Officer Economic
Development and Public Infrastructure

Reviewed and Approval Recommended:

Reviewed for Legal Sufficiency:

Darrell Mobley
Director, Department of Public Works and
Transportation

Office of Law

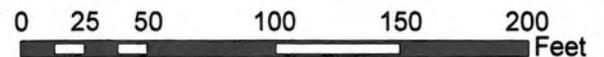
Location Map - Rhode Island Ave @ Hollywood Rd RRFB



RRFB to be installed at same location as existing crosswalk sign. Existing crosswalk sign to be removed.

RRFB to be installed at this location, between along shoulder

By: College Park Engineering
Date :6-17-14
Source: M-NCPPC GIS



10

Extension of
Hollywood Road
to Autoville
Drive in front of
Mazza

MEMORANDUM

TO: Mayor and Council
FROM: Terry Schum, Planning Director *ts*
DATE: August 1, 2014
SUBJECT: Hollywood Road Extended

ISSUE

This item is continued from the City Council worksession on March 4, 2014 when Ms. Diane Yep, representing Starr Insurance Holdings, Inc. appeared before the Council. At the request of Councilmembers Mitchell and Hew, additional time was sought to seek input from the community.

SUMMARY

The previous staff memo addressing this issue is attached and staff recommendation is unchanged. I attended a meeting on site with residents and businesses on May 5, 2014 and I understand subsequent community meetings may have been held. On May 8, 2014, the North College Park Citizens Association voted 15-1-4 to oppose the feasibility study for the extension of Hollywood Road and to support the return of money to the developer (see attached).

RECOMMENDATION

Staff recommends that the developer retain an engineering firm to prepare a road alignment study to connect US Route 1 at Hollywood Road to Autoville Drive at the subject property. This study should include conceptual design alternatives that are presented to the community for comments.

ATTACHMENTS

1. Staff report dated February 29, 2014
2. NCPCA Letter to Mayor dated May 9, 2014

MEMORANDUM

TO: Mayor and Council

FROM: Terry Schum, Planning Director *Tas*

THROUGH: Joseph L. Nagro, City Manager *JLN*

DATE: February 29, 2014

SUBJECT: Design of Hollywood Road Extended at Mazza GrandMarc Apartments

ISSUE

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

SUMMARY

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

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

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

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

RECOMMENDATION

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

ATTACHMENTS

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



t: (646) 227-6300

starrcompanies.co

February 13, 2014

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

Dear Ms. Schum,

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

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

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

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

Sincerely,

Diane Yep
 Managing Director – Real Estate Investments

cc: Suellen M. Ferguson
Ferguson@cbknlaw.com

SECOND AMENDMENT TO AGREEMENT

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

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

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

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

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

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

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

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

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

2. Paragraph 10 of the Agreement, as amended by the Amendment, is hereby repealed in its entirety and shall be replaced with the following language:

10. Prior to the issuance of a building permit, MAZZA shall provide full financial assurances in the form of a bond with, and in an amount acceptable to, the State Highway Administration, for construction of a second westbound right turn lane along Greenbelt Road at its intersection with Route 1. Mazza shall construct the second westbound right turn lane along Greenbelt Road at its intersection with Route 1 on or before September 1, 2009, and shall provide the design for this road improvement to the City for review and comment prior to obtaining the building permit for the lane. If financial assurances for this improvement have already been provided by another developer, the applicant shall pay to the City of College Park an amount equivalent to the cost of the improvement to be used for the acquisition of right of way, design or construction of Hollywood Road. Any such funds used for the Hollywood Road extension shall be credited against and reduce Mazza's financial commitment set forth in Paragraph 25 below. Any monies paid toward the improvements on Greenbelt Road at its intersection with Route 1 do not reduce, and are not a credit against, Mazza's commitment set forth in Paragraph 25 below.

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

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

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

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

(remainder of page intentionally blank, signature page follows)

WITNESS/ATTEST:

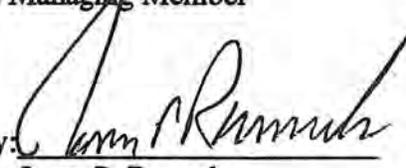
PPC/CHP MARYLAND LIMITED

PARTNERSHIP, a Texas limited partnership

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

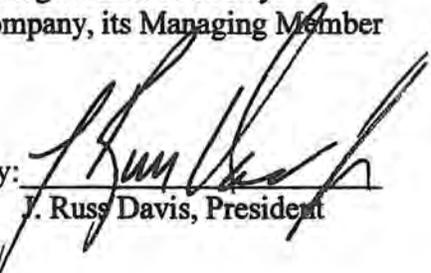
By: Phoenix G.P. XVII, Inc., a Texas corporation, its Managing Member



By: 
Jason P. Runnels,
Vice President

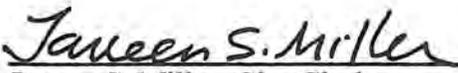
By: CHP Maryland GP, LLC, a Georgia limited liability company, its Managing Member

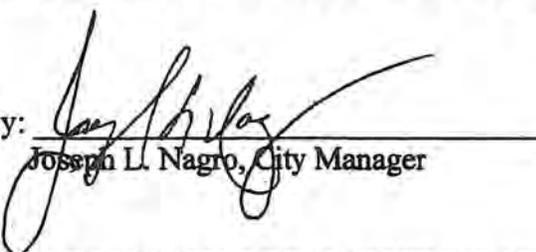


By: 
J. Russ Davis, President

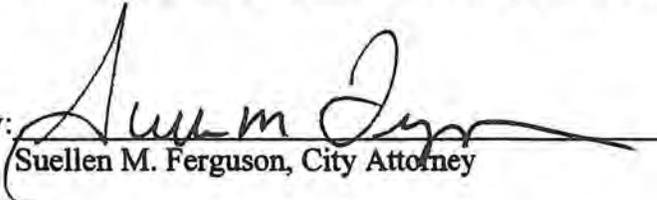
WITNESS/ATTEST:

CITY OF COLLEGE PARK, MARYLAND


Janeen S. Miller, City Clerk

By: 
Joseph L. Nagro, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
Suellen M. Ferguson, City Attorney

AMENDMENT TO AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

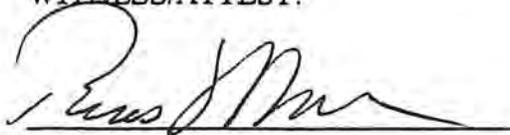
27. Paragraph 10 of the Agreement is hereby repealed in its entirety and shall be replaced with the following language:

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

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

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

WITNESS/ATTEST:



WITNESS/ATTEST:

Janeen S. Miller
Janeen S. Miller, City Clerk

PPC/COLLEGIATE HALL PROPERTIES
MARYLAND LIMITED PARTNERSHIP

By:

Title:

CITY OF COLLEGE PARK, MARYLAND

By:

Joseph L. Nagro
Joseph L. Nagro, City Manager

APPROVED AS TO LEGAL SUFFICIENCY:

By: 

Robert H. Levan, City Attorney

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i)

If to MAZZA:

Russ Davis
Collegiate Hall Properties
1 Augusta St. Suite 302
Greenville, So. Carolina
29601

(ii)

If to the City:

Thomas H. Itallor Esq.
4640 Forbes Blvd
Lanham, Md 20706

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

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

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

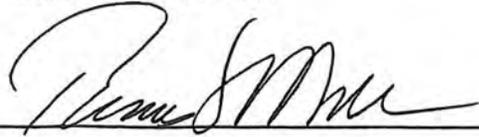
18. The provisions of this Agreement shall be deemed severable, so that if any provision hereof is declared invalid, all other provisions of this Agreement shall continue in full force and effect.

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

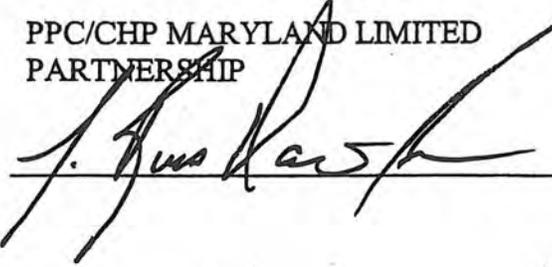
20. These obligations are subject to and contingent upon final approval of the aforesaid Preliminary Plan and DSP. In the event that MAZZA conveys any rights to the Property, MAZZA agrees that the Property shall be conveyed subject to the provisions of this Agreement and that the Agreement contained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

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

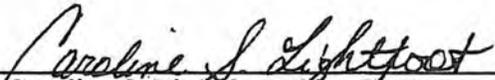
WITNESS/ATTEST:



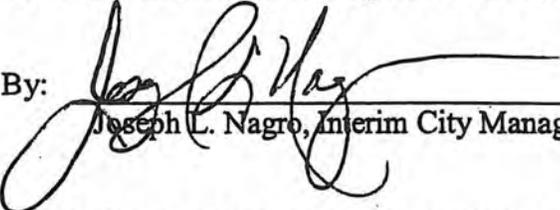
PPC/CHP MARYLAND LIMITED
PARTNERSHIP



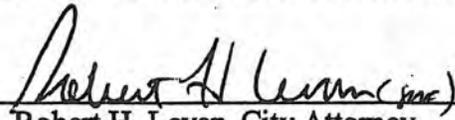
WITNESS/ATTEST:


Caroline S. Lightfoot, City Clerk

CITY OF COLLEGE PARK, MARYLAND

By: 
Joseph L. Nagro, Interim City Manager

APPROVED AS TO LEGAL SUFFICIENCY:

By: 
Robert H. Levan, City Attorney



RECEIVED
MAY 09

ATTACHMENT 2

Janeen S Miller

From: John Krouse [johnkrouse@yahoo.com]
Sent: Friday, May 09, 2014 1:09 PM
To: Andrew Fellows
Cc: Janeen S Miller; Denise Mitchell; Alan Hew; Fazlul Kabir; Patrick L. Wojahn; Crage, L_70
Subject: NCPCA Opposition to Extension of Hollywood Road

CITY OF COLLEGE PARK
PLANNING DEPARTMENT

S.M.M.
RECEIVED

MAY 9 2014

Dear Mayor Fellows and Councilmembers,

City of College Park
Administration Office

At it's regular meeting on May 8, 2014 the members of the North College Park Citizen's Association (NCPCA) discussed the proposed extension of Hollywood Road on the west side of US 1. Several residents of the Autoville / Cherry Hill neighborhoods, representatives of a business located near the proposed road extension, and the Chinese Bible Church were in attendance. Councilmembers Mitchell, Kabir, and Wojahn were also present.

After discussion, a motion was introduced and a resolution of NCPCA was adopted by vote of 15 in favor, 1 opposed, and 4 abstaining (15-1-4) to:

1. OPPOSE a new study to determine the feasibility of extending Hollywood Road, and
2. SUPPORT the return of money of the Mazza Grand Marc Apartments now retained by the City.

The members of NCPCA respectfully request your concurrence with our resolution.

John Krouse
President, NCPCA

9709 53rd Avenue
College Park, MD 20740
301-345-1242

11

City recycling

12

Location of
City Hall and
Use of Calvert
Road school
site

MEMORANDUM

TO: Mayor and Council

THROUGH: Joseph L. Nagro, City Manager 

FROM: Terry Schum, Planning Director

DATE: August 1, 2014

SUBJECT: Site Selection for New/Expanded City Hall

ISSUE

The renovation and addition to the existing City Hall building was put on hold in 2013 to explore options with the University of Maryland since they will become owners in the future of most, but not all, of the Route 1 frontage adjoining the City Hall site. The possible options included discussion of various downtown development scenarios proposed by the College Park City-University Partnership (CPCUP) and use of the City-owned Calvert Road site for daycare and/or faculty/staff housing.

During the Council-Staff Retreat in May, Council indicated that it wants to consider only the existing City Hall site and the Calvert Road site as possible locations for a new City Hall. In order to assist Council in selecting the best site, staff were requested to provide information and a framework for moving forward. This memorandum includes an historical timeline of City site redevelopment efforts (Attachment 1) and a list of goals, assumptions and site selection criteria for review and discussion.

SUMMARY

The idea of using City-owned property to spur downtown development surfaced in the 1990's and serious attempts to build a new City Hall and redevelop the City Hall site date back to 2003. The guiding principle behind this effort was to leverage the sale or lease of the City Hall site to help offset the cost of construction of a relocated City Hall while promoting new development to create a more vibrant downtown center. Over the years, the City has engaged many consultants to assist with this effort. There have been two major stumbling blocks to success. The first has been the difficulty selecting a site for a new City Hall. In the past, a total of nine sites have been considered and staff have twice recommended that the Calvert Road site be selected. Due to community support for retaining the Calvert Road site for a school facility, this never came to fruition. The second stumbling block has been the inability to assemble the Route 1 frontage with the City Hall property to create a more attractive site for public/private development.

It appears that both of these stumbling blocks may have been diminished. Residents speaking at a community meeting in spring 2014, where development options for the Calvert Road site were presented, expressed support for City Hall and other public uses at Calvert Road. The University of Maryland Foundation recently learned that it will be the beneficiary of a charitable remainder trust that transfers ownership of four of the six Route 1 properties to them and the University is interested in pursuing joint development options with the City. In moving forward, the City Council needs to agree on how to proceed. Staff offers the following to assist with these deliberations.

Purpose of Discussion

The purpose of this discussion is to make a final decision on the location for a new City Hall and to proceed with the design of the project. Options available to the City include 1) continue “as-is” with the current City Hall expansion plan; 2) reconsider a previous plan to build an additional building on the City Hall site to be connected by one or two “wings” with a courtyard (or “City Hall Plaza”) in the middle; 3) redesign City Hall to eliminate re-use of the existing building and allow for additional development on the site; and 4) develop a new City Hall plan and design at the Calvert Road site. Related to this decision is determining the appropriate use or uses for the site not chosen.

Goals

1. Use City land to maximize its value and return on investment to the City.
2. Minimize rehabilitation/construction costs of City Hall to the extent possible.
3. Minimize disruption to City operations by moving only once.
4. Rehabilitate the historic Calvert Road School building (to the extent possible) for public use.
5. Play a strategic role in the redevelopment of downtown.
6. Meet obligation/expenditure requirements of the \$400,000 State bond bill before its June 1, 2015 expiration. In order to comply, funds for the State bond and remaining required City match must be paid or encumbered (with Mayor & Council contract award) by this date.

Assumptions

1. No additional sites will be considered for the relocation of City Hall (besides the City Hall and Calvert Road sites).
2. There is no proposed school use for the Calvert Road School building.
3. Public use of the Calvert Road site is required by deed.
4. There is no confirmed timetable for University of Maryland to assume control of the Route 1 properties.
5. 2 additional properties will need to be acquired to have full access to the 6 Route 1 properties.
6. Remaining on the City Hall site during construction of a new City Hall here may not be practical or advisable, but should be explored in more detail (see Attachment 2, memorandum from Kevin Kneer dated July 25, 2014).

7. Faculty/staff housing is not an acceptable use on either site.
8. University of Maryland-sponsored daycare is no longer being pursued on the Calvert Road site.

Site Selection Criteria

1. Appropriateness of this use for the location (zoning and land use classification)
2. Development and permitting requirements
3. Ability of site to accommodate building program (28,000-36,000 square feet of office, 60-80 parking spaces and public plaza or green)
4. Visibility and accessibility
5. Opportunity for prominent civic presence
6. Estimated revenue-generating capacity of site not selected
7. Total cost
8. Schedule and timing

RECOMMENDATION

This information is presented to generate discussion of the issues and to facilitate decision-making.

ATTACHMENTS

1. Historical development timeline.
2. Memorandum from Kevin Kneer dated July 25, 2014

DOWNTOWN REDEVELOPMENT/CITY HALL PROJECT HISTORY AUGUST 1, 2014

1990: Analysis of city staffing levels and space needs was prepared by the Frederick Ward Company. A deficit of 18,000 square feet was identified for City Hall by 2005.

January 1991: Opportunities for Downtown Development report was prepared by Halcyon Ltd. and LDR International. Recommended construction of a new City Hall on the "Special Lot" (current parking garage location) and retail/office/town green on existing City Hall site.

June 1996: Staff evaluation of renovation of City Hall vs. new construction. Staff recommended new construction on either the existing site or special lot. City Council opted for renovation.

1997: Renovation of City Hall completed.

March 2003: Feasibility Study for Downtown Parking Garage submitted by Desman Associates. Determined future deficit of 250 spaces, recommended City Hall site as best location for a garage/retail structure and estimated need for city subsidy for garage for 10 years totaling \$892,300.

June 2003: Fatal Flaw Analysis and Development Scenarios report submitted by ZHA, Inc. and the RBA Group. Included cost estimates for relocating City Hall and a yield analysis to determine feasibility of a mixed-use project on the City Hall site. Also looked at the financial impact of various development programs including joint development with the private sector.

August 2003: Staff memorandum to City Council on City Hall relocation. Conceptual designs and cost estimates prepared for four alternative sites (Friends School, Special Lot, Branchville VFD, Board of Education/Davis Hall). Staff recommended Friends School site as the least expensive alternative.

October 2003: Request for Developer Proposals (RFP) issued with a closing date of December 2003. City proposed entering into a public/private partnership to develop conventional multifamily housing, retail and structured parking utilizing the City Hall site and Special Lot and possibly the "Willoner" site (west side of Route 1). Also invited developers to submit proposals to replace/relocate City Hall.

November 2003: City Council adopted an ordinance to establish a Special Taxing District for parking facilities.

January 2004: The six developer teams who responded to the RFP presented their proposals in a public session.

February 2004: City Council selected four developers to submit best and final proposals for review.

March 2004: City Council contracted with UniDev, LLC to provide development consulting services including review of the best and final offers. A Proposal Review Committee/Development Team was formed to work with the consultant.

April 2004: URS Corporation submitted a building evaluation of the Friends School. The study determined that \$3,208,506 in renovations would be necessary to make the building code compliant and functional for a school. This cost estimate excluded design fees and aesthetic considerations.

August 2004: City Council selected two developers (Vogel/Peebles and Urgo Hotels) as finalists and requested best and final proposals for construction of a mixed-use project, public parking garage and new City Hall.

September 2004: Community meeting held on status of the project. UniDev summarized development options and financing models. Project benefits to the city were compared with and without utilizing the Friends School site for City Hall. The financial benefits to the city of using the Friends School site for City Hall were significant.

November 1, 2004: Otis Warren/SJM Partners/Clark Construction selected as the preferred developer for the project. Capstone Development Company retained as the back-up developer.

November 23, 2004: Public Hearing held on possible sites outside of the downtown area for the relocation of City Hall (Cass property, Shaban property and Branchville VFD property). Staff analysis determined all sites were potentially feasible if site control could be obtained. The Cass and Shaban properties would require structured parking due to their small size.

April 11, 2005: Public information meeting held on staff report evaluating the three sites selected by City Council for the relocation of City Hall (Friends School, Special Lot and Branchville). Advantages and disadvantages of each site were reviewed and the report concluded that the Friends School was the most advantageous to the city in terms of site control and financial impact. The Special Lot was the least attractive and most expensive and the Branchville site was feasible only if site control could be obtained.

April 26, 2005: City Council selected the Branchville site as the preferred site for the relocation of City Hall and authorized staff to enter into negotiations to lease or purchase the site.

May 2005: City Council approved ordinances to acquire 7306 and 7308 Yale Avenue in order to assemble them with the Special Lot for the redevelopment project.

December 2005: City Council issued a Press Release to announce that negotiations with the preferred developer, Warren/SJM/Clark, were being terminated and negotiations with the back-up developer, Capstone Development, were being initiated. It was also announced that negotiations to acquire the Branchville site had been unsuccessful.

January 19, 2006: Public information meeting held to review the cost implications of the remaining sites under consideration for the relocation of City Hall and the Development Team's recommendation to City Council to relocate City Hall to the Friends School based on cost savings of approximately \$1.8 million in 2006 dollars.

January 31, 2006: Public Hearing held on site selection for the relocation of City Hall. There was community opposition to moving City Hall to the Friends School site as many residents expressed a preference to retain the site for a school.

Winter 2007: Development Agreement with Capstone never came to fruition for a variety of reasons including lack of a decision on where to relocate City Hall. City Council decided to move forward with the parking garage only and entered into a design/build contract for a 300-space parking garage and 5,800 square feet of commercial space at its current location.

October 2008: Request for Expressions of Interest from hotel developers advertised for the City Hall site. Six responses were received and two finalists selected.

January 2009: City contracted with Bolan Smart Associates, Inc. for real estate consulting services for review of hotel project, use of Route 1 frontage properties and lease negotiations with Ledo Restaurant.

August 2009: Parking Garage opens to the public.

2009: Other site options for the relocation of City Hall were considered including the Maryland Book Exchange site, 9909 Baltimore Avenue (Zusin site), the police auxiliary site on Yale Avenue, and vacant land within the "Graham Cracker" on Yale Avenue; all of which were rejected for various reasons.

May 2011: Contract awarded to Proffitt and Associates for design services associated with the renovation and addition to the existing City Hall building.

Fall 2013: City Hall design put on hold to consider other options for redevelopment of the site including the Route 1 frontage to be acquired by the University of Maryland.

April 23, 2014: Community meeting held with the Calvert Hills and Old Town Civic Associations to review development options for the City Hall and Calvert Road School (Friends School) sites prepared by the CPCUP.



MEMORANDUM DRAFT

To: Terry Schum

From: Kevin Kneer, AIA

Subject: Construction Adjacent to Existing CITY HALL Site at Knox Road

Date: 25 July 2014

Proj No: 11-11.01

Provided for your consideration is our opinion regarding the feasibility of constructing a new City Hall building on the Knox Road site while simultaneously occupying and then demolishing the existing building.

As shown on the attached overlay of Option 1a prepared by Design Collective, the existing building envelope (shaded in yellow) and the proposed building footprint overlap. Although the new footprint can be modified in such a way to eliminate the overlap and accommodate the existing building during construction, the following topics would need to be considered to determine viability of the approach:

1. Constructability
2. Life Safety and Fire Protection
3. Impact to Proposed Buildable Area
4. Cost

Constructability – A minimum practical separation distance would be 10-11 feet to accommodate excavation, scaffolding, masonry, and demolition.

Life Safety and Fire Protection - Adequate separation between the buildings for fire protection and life safety would be determined by the building code – 2012 IBC Table 602. This could be as much as 30 feet since the north wall of the existing building is nearly totally glazed and has no inherent fire protection.

Knowing that a 30 foot separation distance is not practical for this scenario because it would drastically reduce the area of the new building, I reviewed the following strategy with Jason Richardson at PG County DPIE for minimizing the distance between the buildings to 10-11 feet:

- Since the combined area of both buildings exceeds the allowable height and area for one building, the condition needs to be reviewed as two separate buildings on the same lot and is subject to the fire separation distance requirements in 2012 IBC, Table 602. No waiver or relaxing of separation of distance is permitted even when considering this as a temporary condition.

Proffitt and Associates Architects
100 North Market Street, Frederick, Maryland 21701
301-662-8532 / 301-662-4192 (fax) / www.proffittandassociates.com

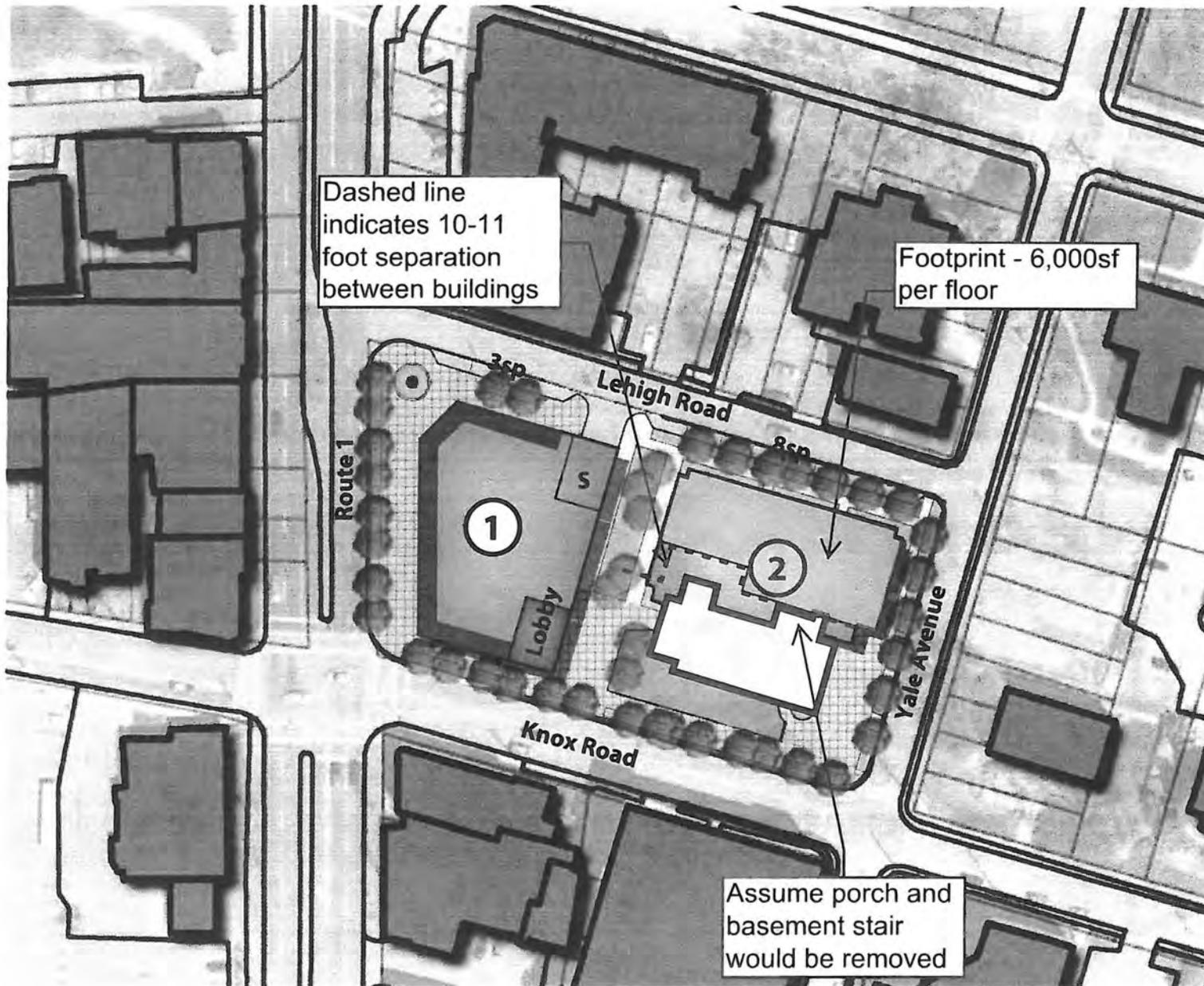
- Construction type of the existing building requires a 1 hour rating on the existing north wall for any separation distance less than 30 feet. Therefore, the existing window wall on the north side will need to be removed and in-filled with a metal stud wall and gyp. bd. sheathing with a rating of at least 1 hour – assuming the remainder of the existing masonry walls carry a 1 hour rating already. The retrofit will also assist greatly in reducing sound from the adjacent construction site in addition to fire protection.
- Construction type of the new building does not require any rating on the proposed south (adjacent) exterior wall for separation distances exceeding 10 feet. However, the amount of window area would be restricted to 45% of the total wall area. So if a large amount of glazing was desired on the new wall once the existing building is removed, then a similar effort to provide temporary rated walls to infill proposed openings would be required. This will also make a phasing effort necessary to install and trim the windows once the existing building is removed and the new building is phased into occupancy.

More discussion with Jason and other authorities would be needed in a detailed review of the concept once developed.

Impact to Proposed Buildable Area – Allowing a 10-11 foot separation between the buildings reduces the proposed new building footprint by approximately 25%. This yields an available footprint area of approximately 6,000sf and a building area of 18,000sf when totaled over 3 stories above grade. Since three stories is the maximum height for a building that fronts to the adjacent historic district bounded by Yale Ave, a basement would be required to meet our program requirements. Our previous design and program demanded a total building area that exceeded 28,000sf and the prospect of building additional basement area was undesirable from water management as well as office environment perspectives.

Cost – In our opinion, the cost to retrofit the existing north glazed wall and phase the glazing of the new building is approximately \$30,000-\$40,000 to address fire protection and life safety concerns alone. Further study would be required to determine if additional costs would be incurred for items such as special foundations or demolition operations.

Summary – While the concept is technically feasible, can be code compliant, and is relatively affordable, in our opinion the option is not practical for the City's needs because the net building area is significantly less than required to meet the program and requires the City to concede a key aspect of the building's design regarding the basement. A more desirable approach simply for meeting the program needs is to vacate the existing building and then construct a new building on-site that makes no concessions or compromises.



City Hall Site Option 1a

City Hall & Office

Building 1 –Retail/ Office
 Retail: 13,000 ft²
 Office: 15,000 ft²/floor
 @ 5 stories = 75,000 ft²

Building 2 – City Hall
 12,000 ft²/ floor @
 3 stories = 36,000 ft²
 (approx; can be +/-)

Parking 12 spaces
 On-Street –12spaces

Key

- Civic
- Office
- Retail Frontage

13

Amendments to Chapter 38, Ethics

MEMORANDUM

To: Mayor and Council

From: Suellen M. Ferguson

CC: Joe Nagro, City Manager

Date: August 1, 2014

Re: Revision of Ethics Code

ISSUE:

The General Assembly has adopted a revision of the State Ethics Code with respect to mutual funds. In addition, the City's Ethics Commission has recommended certain changes in the Ethics Code.

SUMMARY:

The Ethics Commission recently provided Mayor and Council with recommended revisions to the City's Ethics Code. City staff has met with the Commission Chair and Counsel and have drafted the attached proposed ordinance for consideration, which includes the requested changes and the State revision with respect to mutual funds.

RECOMMENDATION:

That the Council consider adopting this ordinance.

ORDINANCE
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, MARYLAND,
AMENDING CHAPTER 38, "CODE OF ETHICS", BY REPEALING AND
REENACTING ARTICLE I, "GENERAL PROVISIONS", SECTION 38-4,
"DEFINITIONS", ARTICLE II, "ETHICS COMMISSION", SECTION 38-8,
"PROCEDURES FOR ADJUDICATING ALLEGED VIOLATIONS", AND ARTICLE
IV, "REQUIRED DISCLOSURES", SECTION 38-15, "FINANCIAL DISCLOSURE OF
CITY ELECTED OFFICIALS AND CANDIDATES TO BE CITY ELECTED
OFFICIALS", AND SECTION 38-17 "ADDITIONAL CONFLICT OF INTEREST
STATEMENTS AND CORRECTION OF INACCURATE OR INCOMPLETE FILINGS
REQUIRED", TO AMEND THE ETHICS CODE TO CLARIFY THE DEFINITION OF
INTEREST THAT MUST BE REPORTED, INCLUDING A PROCEDURE FOR
DISMISSAL OF A COMPLAINT, CLARIFYING THE REQUIREMENTS FOR
ELECTED OFFICIAL AND CANDIDATE DISCLOSURE AND PROVIDING A
REMEDY FOR FAILURE OF A CANDIDATE TO FILE THE REQUIRED
DISCLOSURES

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

WHEREAS, the City has adopted a Code of Ethics as required by §15-801 *et seq.* of the State Government Article, Annotated Code of Maryland; and

WHEREAS, the City's Ethics Commission has recommended that certain changes to the Code of Ethics be adopted; and

WHEREAS, the General Assembly has amended the State Ethics Code to change the definition of an "interest" that must be reported with respect to mutual funds; and

WHEREAS, the Mayor and Council have determined that it is in the public interest to adopt certain amendments to the Code of Ethics.

Section 1. **NOW THEREFORE, BE IT ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland that Chapter 38, "Code of Ethics",

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

Article I, "General Provisions", Section 38-4, "Definitions", be, and is hereby repealed, reenacted and amended to read as follows:

§ 38-4. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

* * * * *

INTEREST – Any legal or equitable economic interest, whether or not subject to an encumbrance or condition, which is owned or held, in whole or in part, jointly or severally, directly or indirectly, by any person subject to this chapter. One who serves as an officer or director of a business entity, whether operated for profit or not, has an "interest" in that business entity. For purposes of this chapter, the term "interest" applies to any interest owned or held at any time during the calendar year for which a required statement is to be filed or made upon the record of the City Council or any City body. For purposes of §38-15 and §38-16, interest includes any interest held at any time during the reporting period.

A. * * * *

B. For all purposes in this chapter, "Interest" does not include:

- (1) An interest held in the capacity of a personal agent, representative, custodian, fiduciary or trustee, unless the holder has an equitable interest therein.
- (2) An interest in a time or demand deposit in a financial institution.
- (3) An interest in an insurance or endowment policy or annuity contract under which an insurance company promises to pay a fixed number of dollars either in a lump sum or periodically for life or some other specified period.
- (4) An interest in a common trust fund or a trust that forms part of a pension or profit-sharing plan which has more than 25 participants and which has been determined by the Internal Revenue Service to be a qualified trust or college savings plan under Internal Revenue Code.
- (5) An interest in a business entity, if the official or employee owns three percent (3%) or less of the business, including ownership of securities held directly or indirectly, such as through mutual funds.
- (6) A MUTUAL FUND THAT IS PUBLICLY TRADED ON A NATIONAL SCALE UNLESS THE MUTUAL FUND IS COMPOSED PRIMARILY OF HOLDINGS OF STOCKS AND INTERESTS IN A SPECIFIC SECTOR OR AREA THAT IS REGULATED BY THE CITY.

* * * * *

Section 2. BE IT FURTHER ORDAINED AND ENACTED, that Chapter 38, “Code of Ethics”, Article II, “Ethics Commission”, § 38-8, “Procedures for adjudicating alleged violations”, be, and is hereby repealed, reenacted and amended to read as follows:

§ 38-8. Procedures for adjudicating alleged violations.

A. Complaint

(1) – (2) * * * *

(3) Ethics Counsel review. The Commission shall immediately transmit a copy of the complaint to its Ethics Counsel. The Ethics Counsel shall review the complaint and, at his or her discretion, may prepare an addendum to the complaint. The purposes of this addendum are to assure that the respondent has adequate notice of the specific Code provisions alleged to have been violated and to aid the Commission in limiting the scope of any preliminary hearing to relevant factual inquiries. Any addendum is to be submitted to the Commission within 10 working days of receipt of the complaint by the Ethics Counsel. IF THE ETHICS COUNSEL DETERMINES THAT THE COMPLAINT IS TIME BARRED UNDER PARAGRAPH (4) OF THIS SUBSECTION OR DOES NOT ASSERT FACTS THAT IF PROVEN TRUE WOULD CONSTITUTE A VIOLATION OF THIS CHAPTER OR CHAPTER 34, THE ETHICS COUNSEL MAY RECOMMEND THAT THE COMMISSION DISMISS THE COMPLAINT WITHOUT NOTICE TO THE RESPONDENT OR A PRELIMINARY HEARING. UPON RECEIPT OF THE RECOMMENDATION, THE COMMISSION MAY DISMISS THE COMPLAINT.

(4) * * * *

B. * * * *

C. Preliminary hearing.

(1) – (3) * * * *

(4) [Respondents] RESPONDENT’S right to respond. The respondent shall have the opportunity to respond but is not required to attend or make any statement. Such person may describe in narrative form the testimony and other evidence which would be presented to disprove the alleged violation. If the respondent agrees that a violation has occurred, he or she may at any time waive the right to a final hearing and consent to a decision based on the facts alleged in the complaint or otherwise agreed upon. The disposition of any complaint without final hearing shall be by written order of the Commission in the form specified by Subsection D(5).

(5) – (7) * * * *

* * * *

Section 3. BE IT FURTHER ORDAINED AND ENACTED, that Chapter 38, “Code of Ethics”, Article IV, “Required Disclosures”, Section 38-15, “Financial disclosure of City elected officials and candidates to be City elected officials”, be, and is hereby repealed, reenacted and amended to read as follows:

§ 38-15. [Financial] REQUIRED disclosure [of] BY City elected officials and candidates to be City elected officials.

A. * * * *

B. [Financial]-REQUIRED disclosure statements

(1) REQUIRED DISCLOSURE STATEMENTS INCLUDE:

- (A) ANNUAL FINANCIAL DISCLOSURE STATEMENTS;
- (B) CANDIDATE FINANCIAL DISCLOSURE STATEMENTS; AND
- (C) STATEMENTS OF ACTUAL OR POTENTIAL CONFLICT OF INTEREST.

(2)[(1) Except as provided in Subsection C a] A City elected official or a candidate to be a City elected official shall file the financial disclosure statements required under this section:

- (a) On a form provided by the Commission;
- (b) Under oath or affirmation; and
- (c) With the CITY CLERK, WHO SHALL FORWARD THE STATEMENTS TO THE Commission OR THE BOARD OF ELECTION SUPERVISORS, AS APPROPRIATE.

(3)[(2)]Deadlines for filing statements.

(a) An incumbent City elected official shall file ~~[a financial disclosure statement annually]~~ AN ANNUAL FINANCIAL DISCLOSURE STATEMENT no later than April 30 of each year for the preceding calendar year.

(b) An individual who applies to fill a vacancy in an office for which an ANNUAL financial disclosure statement is required and who has not already filed a financial disclosure statement for the reporting period, shall file a statement for the preceding calendar year and the portion of the current calendar year to date of filing together with the application for appointment.

(C) AN ELECTED OFFICIAL SHALL FILE A STATEMENT OF ACTUAL OR POTENTIAL CONFLICT OF INTEREST DISCLOSING EMPLOYMENT AND INTERESTS THAT RAISE CONFLICTS OF INTEREST OR POTENTIAL CONFLICTS OF INTEREST IN CONNECTION WITH A SPECIFIC PROPOSED ACTION BY THE OFFICIAL SUFFICIENTLY IN ADVANCE OF THE ACTION TO PROVIDE ADEQUATE DISCLOSURE TO THE PUBLIC.

* * *

C. Candidates to be City elected officials.

(1) A candidate to be an elected City official shall file a financial disclosure statement ~~[each year beginning with the year in which the authorization of candidacy is filed through the year of the election]~~ WITH THE CITY CLERK WITH THE CANDIDATE'S AUTHORIZATION OF CANDIDACY. THE CITY CLERK SHALL FORWARD THE STATEMENT TO THE BOARD OF ELECTION SUPERVISORS.

~~[(2) — A candidate to be an elected City official shall file a statement required under this section:~~

~~(a) — In the year the authorization of candidacy is filed, no later than the filing of the authorization of candidacy.] (A) EXCEPT AS PROVIDED IN PARAGRAPH (B), the reporting period shall be the calendar year immediately preceding the year in which the authorization is filed and the portion of the current calendar year to the date the authorization is filed;~~

~~(b) [In the year of the election, if other than the year in which the authorization of candidacy is filed, on or before the earlier of April 30 or the last day for the withdrawal of candidacy; and] FOR ELECTED OFFICIALS THAT HAVE FILED A STATEMENT UNDER ANOTHER PROVISION OF THIS SECTION FOR THE PRECEDING CALENDAR YEAR, THE REPORTING PERIOD SHALL BE THE PORTION OF THE CALENDAR YEAR TO THE DATE THE AUTHORIZATION IS FILED;~~

~~[(c) — In all other years for which a statement is required, on or before April 30.](3) [A candidate to be an elected City official:~~

~~(a) — Shall file the statement required under § 38-15C(2)(a) of this chapter with the Board of Election Supervisors at the time of filing of the authorization of candidacy and with the Commission prior to or at the time of filing the authorization of candidacy; and~~

~~(b) — Shall file the statements required under § 38-15C(2)(b) and (c) with the Commission.~~

~~(4) — If a candidate fails to file a statement required by this section after written notice is provided by the Board of Election Supervisors at least 20 days before the last day for the withdrawal of candidacy, the candidate is deemed to have withdrawn the candidacy.~~

~~(5)] The Board of Election Supervisors may not accept [any certificate of candidacy unless a statement has been filed in proper form.] The Board of Election Supervisors may not accept AN AUTHORIZATION OF CANDIDACY UNLESS IT IS ACCOMPANIED BY THE CANDIDATE’S FINANCIAL DISCLOSURE STATEMENT THAT INCLUDES ALL REQUIRED IDENTIFYING AND CONTACT INFORMATION, IS SIGNED UNDER OATH, AND INCLUDES ANSWERS TO EVERY MANDATORY QUESTION.~~

~~((4) Upon receipt of a statement required under this section, the Board of Election Supervisors shall promptly forward the statement to the Commission or the office designated by the Commission, [but in any event] AND SHALL DO SO no later than [within 30 days of receipt and no later than] THE close of business on the day of the filing deadline [whichever is earlier]FOR THE AUTHORIZATION OF CANDIDACY.~~

~~(D) – (H) * * * *~~

Section 4. BE IT FURTHER ORDAINED AND ENACTED, that Chapter 38, “Code of Ethics”, Article IV, “Required Disclosures”, Section 38-17, “Additional conflict of interest statements and correction of inaccurate or incomplete filings”, be, and is hereby repealed, reenacted and amended to read as follows:

§ 38-17. Additional conflict of interest statements and correction of inaccurate or incomplete filings.

~~(A) – (B) * * * *~~

C. Any person required to file a conflict of interest, lobbying registration, or financial disclosure statement pursuant to this chapter shall correct any inaccurate or incomplete filings with the commission within [30] 15 days of learning or being notified that the statement is

inaccurate or incomplete. Any candidate for office notified that a [form] STATEMENT is, or appears to the commission to be, inaccurate or incomplete must provide the additional information required to the commission or confirm the accuracy and completeness of the [form] STATEMENT WITHIN 15 DAYS OR prior to the withdrawal of candidacy deadline. IF ADDITIONAL INFORMATION IS NOT PROVIDED OR THE ACCURACY AND COMPLETENESS OF THE INFORMATION IS NOT CONFIRMED, IN WRITING, WITHIN THE REQUIRED TIME TO THE SATISFACTION OF THE COMMISSION THAT IT IS IN COMPLIANCE WITH THE ETHICS CODE, THEN THE CANDIDATE IS DEEMED TO HAVE WITHDRAWN THE CANDIDACY. THE COMMISSION MAY DELEGATE THE DETERMINATION OF SUFFICIENCY TO ITS CHAIR.

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

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

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

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

EFFECTIVE the _____ day of _____, 2014.

ATTEST:

CITY OF COLLEGE PARK

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

By: _____
Andrew M. Fellows, Mayor

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

Suellen M. Ferguson, City Attorney

14

License
agreement
with
University
Gardens

MEMORANDUM

To: Mayor and Council

From: Suellen M. Ferguson, Esq.

CC: Joe Nagro, City Manager

Date: July 30, 2014

Re: License Agreement -University Gardens use of right of way for parking

ISSUE:

Previously, as part of a non-conforming use certification proceeding for the property known as University Gardens, a 41-unit apartment building located at 4620, 4622, 4624, and 4626 Knox Road, it was determined that certain parking spaces, a sign, bollards and fence remnants related to the Property were located in the City's Rhode Island Avenue right of way. All of the encroachments in the right of way have been removed with the exception of the parking spaces. The owner of the Property has requested that the parking spaces be allowed to remain for use by its tenants and guests.

SUMMARY:

The Council previously considered the request from the owner with respect to the continued use of the parking spaces, and directed staff to prepare a revocable agreement for its consideration. A copy of a revocable License Agreement, which contains a number of conditions with respect to maintenance, indemnification and termination, is attached. The Agreement is acceptable to the owner.

RECOMMENDATION:

That the Council consider approval of the License Agreement.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) IS EFFECTIVE THIS _____ day of _____, 2014 by and between **CITY OF COLLEGE PARK** (“City”) and **UNIVERSITY GARDENS, INC.** (“University Gardens”).

WHEREAS, University Gardens is the owner of certain property known as 4620, 4622, 4624 and 4626 Knox Road, Tax Account 21- 2411064, Plat Book A, Plat No. 50, Subdivision 3245, Lots 13, 14, 15, 16, Block 10, recorded at Liber 931, folio 01 in the Land Records for Prince George’s County (the “Property”); and

WHEREAS, University Gardens applied to the City for a non-conforming use certification of the Property; and

WHEREAS, during this proceeding, it was determined that twenty of the forty parking spaces related to, and used by tenants and guests of, the Property are located adjacent to the hiker/biker trail in the City’s Rhode Island Avenue right of way, just north of its intersection with Knox Road. University Gardens has requested that the twenty parking spaces in the right of way be allowed to remain for use by its tenants and guests; and

WHEREAS, the certification could be and was granted without including the parking spaces that are in the City right of way; and

WHEREAS, it has been determined that granting a revocable license to allow the tenants and guests of University Gardens to continue to use the said parking spaces would allow more on street parking spaces to be available for other City residents and guests and so is in the public interest; and

WHEREAS, University Gardens has agreed to place curb stops at the end of each said parking space, and to maintain the curb stops and spaces at its sole expense; and

WHEREAS, University Gardens has agreed to pay \$3,000.00 to the City for the purchase and installation of landscaping at the western edge of the parking spaces in the right of way; and

WHEREAS, the City has agreed to purchase and install specified landscaping with the \$3,000.00 payment from University Gardens and to maintain the landscaping.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and other good and valuable consideration given and received by the parties hereto, the sufficiency of which is hereby acknowledged, City does hereby grant and convey to University Gardens, its successors and assigns, the license hereinafter described for parking purposes.

1. On the effective date of this Agreement, the City grants a revocable license to University Gardens, its successors and assigns, to have and maintain twenty parking spaces for use of the tenants at the Property and their guests, located in the Rhode Island Avenue right of way, as more particularly set out in attached Exhibit A, subject to the terms and conditions of this Agreement.

2. Within thirty (30) days of the effective date of this Agreement, University Gardens shall:

a. Install and anchor twenty concrete curb stops 1 and ½ feet to 2 feet from the western edge of the asphalt at the end of each of the twenty parking spaces.

b. Pay \$3,000.00 to the City of College Park for the installation of a landscape buffer eighty feet in length and four feet wide (“the Landscape Buffer”) along the entire western side of the said twenty parking spaces, as shown on attached Exhibit B.

3. At a time appropriate for planting, and in any event within one year of the date of this Agreement, the City shall install the Landscape Buffer, which shall be maintained by the City. The Landscape Buffer shall contain those shrubs and plantings listed in Exhibit B. The City shall be responsible for securing all required approvals and permits, including contacting Miss Utility.

4. All installation and maintenance work by University Gardens shall be performed in a workmanlike manner and with quality materials, and be subject to the approval of the City, which shall not be unreasonably withheld.

5. University Gardens shall hold the City, its officials, agents, servants and employees harmless and indemnify the City, its officials, agents, servants and employees, against any and all claims, damages, costs or expenses of any kind, including attorneys fees, or causes of action by third parties, due to injury, loss, or damage to persons or property arising out of University Gardens’ use or maintenance of the curb stops and parking spaces, or failure to perform any of the obligations under this Agreement.

6. University Gardens shall maintain the curb stops and parking spaces in a manner reasonably satisfactory to the City, and shall replace the same as may be needed from time to time.

NOTWITHSTANDING anything to the contrary, this Agreement may be terminated immediately if the City determines that it is required in the interest of public safety and welfare to do so; with 30 days prior written notice to University Gardens if the City determines that the right of way is needed for a public purpose; and with 30 days written notice and opportunity to cure if there has been a breach by University Gardens of the Agreement terms, including if University Gardens fails to maintain the curb stops and parking spaces in good condition. In the event of termination under this paragraph, University Gardens shall, at its expense, remove the

curb stops and parking spaces and related asphalt and any resulting debris in their entirety from the City right of way within thirty days of written notice from the City.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

WITNESS:

UNIVERSITY GARDENS, INC.

By: _____

STATE OF MARYLAND)
)
) ss:
COUNTY OF)

I HEREBY CERTIFY, that on this __ day of _____ 2014, before me, a Notary Public in and for the State aforesaid, personally appeared _____, and that he executed the foregoing License Agreement for the purposes therein contained by signing in my presence.

WITNESS my hand and Notarial Seal.

_____(SEAL)
Notary Public
My Commission Expires: _____

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Joseph L. Nagro, City Manager

STATE OF MARYLAND)
)
) ss:
COUNTY OF)

I HEREBY CERTIFY that on this ____ day of _____, 2014, before me, the subscriber, a Notary Public in the State and County aforesaid, personally appeared Joseph L. Nagro, who acknowledged himself to be the City Manager of the City of College Park, and that he, as such

City Manager, being authorized so to do, executed the foregoing Landscape Agreement for the purposes therein contained by signing, in my presence, the name of said City of College Park, by himself, as City Manager.

WITNESS my hand and notarial seal.

_____(SEAL)
Notary Public
My Commission Expires:_____

4' wide planting "bed" x 180' long

Plant on 5' centers = 36 plants

winterberry holly 5 with verticillata

Summersweet (Clethra) 5 SS alnifolia

Sweet bay magnolia upright tree 4 SBM Magnolia virginiana

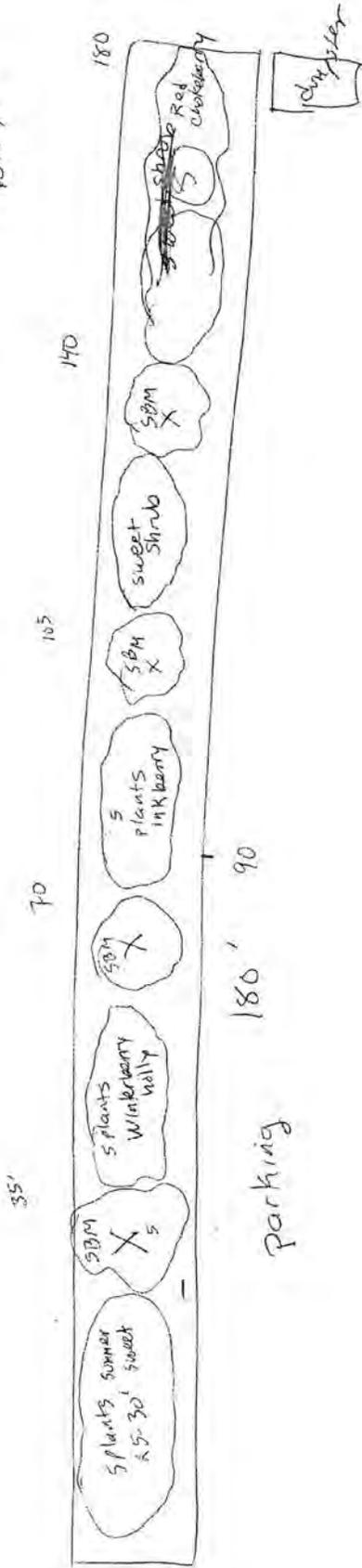
Inkberry (evergreen) 5 IB Ilex glabra

Sweetshrub (Calycanthus) 5 CC Florida

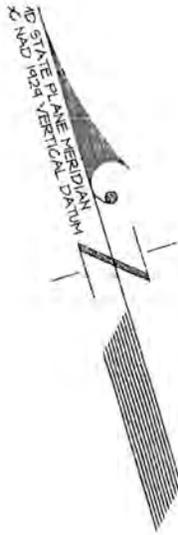
Red Chokeberry brilliantissima 7 RC

Amia arbutifolia

Rhode Island Ave



Road



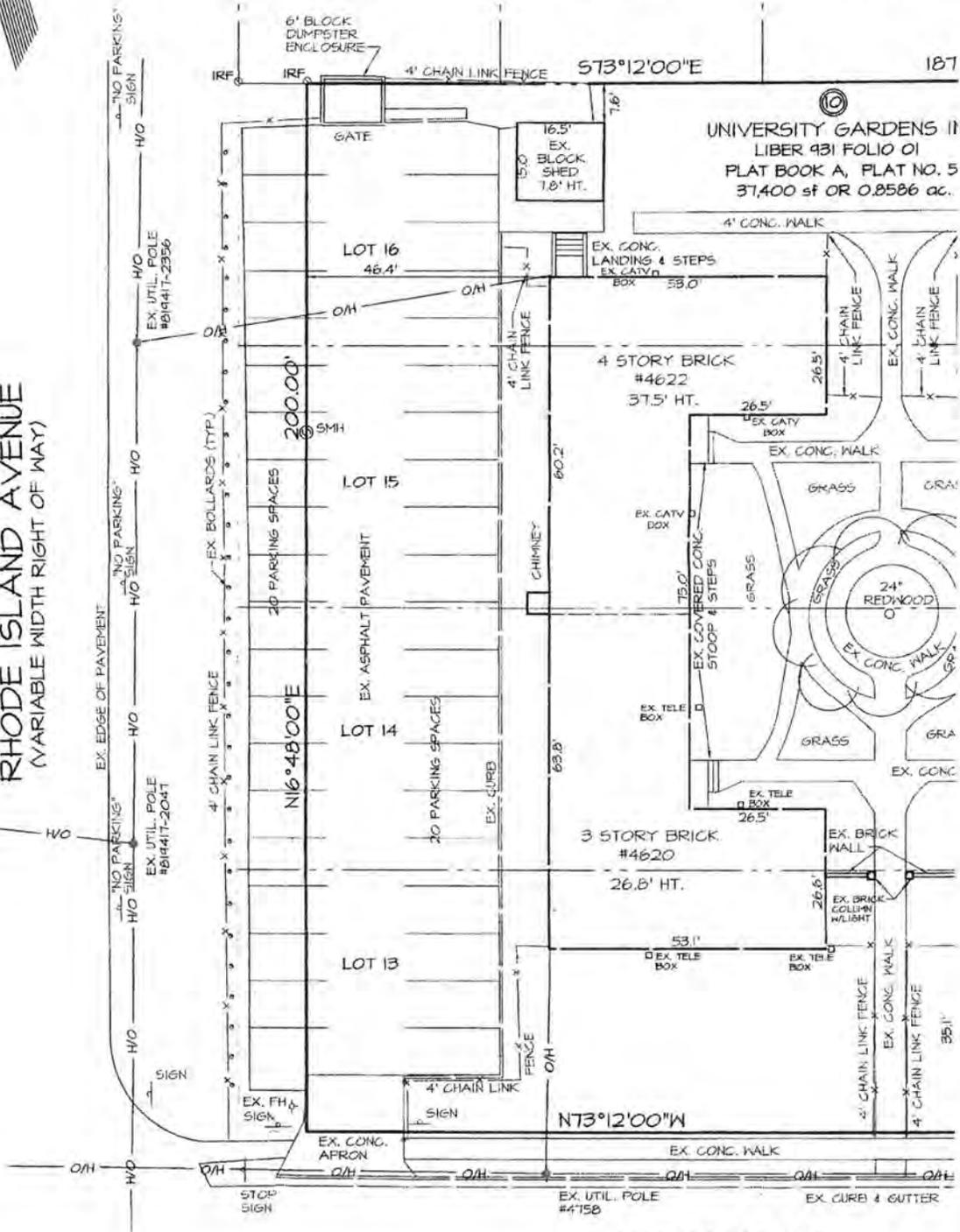
COLLEGE PARK-JOHNSON & CURRI
SUBDIVISION
PLAT BOOK A, PLAT NO. 50

LOT 1
WOODLEY ASSOCIATES
LIBER 11990 FOLIO 274
ZONE: R-18
USE: SINGLE FAMILY
DETACHED

LOT 2
WOODLEY ASSOCIATES
LIBER 11990 FOLIO 271
ZONE: R-18
USE: SINGLE FAMILY
DETACHED

LOT 3
WOODLEY ASSOCIATES
LIBER 11990 FOLIO 544
ZONE: R-18
USE: SINGLE FAMILY
DETACHED

RHODE ISLAND AVENUE
(VARIABLE WIDTH RIGHT OF WAY)



KNOX ROAD
(40' RIGHT OF WAY)

15

FY '16 – FY '20
Strategic Plan
process

MEMORANDUM

TO: Mayor and City Council
FROM: Bill Gardiner, Assistant City Manager *BG*
THROUGH: Joseph L. Nagro, City Manager *JLN*
DATE: July 18, 2014
SUBJECT: **FY16 – FY20 Strategic Plan**

ISSUE: Strategic Planning

A strong strategic plan is a City's roadmap to achieve its vision. It shapes how the City allocates its resources, the types of services the City provides, and the revenue required to implement its vision.

A strategic plan has three basic steps, each of which requires stakeholder participation and support:

1. Understand the current environment—conduct an internal (people, culture, innovation, resources, etc.) and an external (governments, partners, investors, etc.) assessment.
2. Envision and understand the desired future environment.
3. Develop the strategy and the plan to implement it.

The process requires intensive Council, resident /stakeholder, and staff commitment to discuss the current environment, the City's vision and goals, and the actions and resources required to reach these goals. An inclusive planning process will create an achievable plan that establishes the City's vision and connects all stakeholders to the mission and goals.

SUMMARY OF STATUS:

The City's adopted FY11 – FY15 Strategic Plan is in its final year. The Council has annually reviewed and updated each year's action plan. Many action items identified in the plans have been accomplished or are being addressed. During this period, the Council has supported the new sector plan for Baltimore Avenue, established the Neighborhood Quality of Life Committee, improved relations with the University of Maryland, and endorsed the University District Vision developed by the College Park City-University Partnership. A number of new residential developments have been constructed or are underway, and new opportunities have arisen downtown and at the College Park metro station.

During the recent Council-Staff retreat, the Council expressed a strong interest in developing a new strategic plan.

RECOMMENDATION:

Staff requests that Council affirm its interest in and commitment to a new strategic plan by directing the City Manager to issue an RFP for a strategic planning consultant. (over)

The information below is provided so Council is aware of some of the required actions to develop a new strategic plan.

The process in 2009 and 2010 took about eight months to complete the overall plan and another four months to create the first year action plan. The consultant estimated 130 hours of billable time for the first eight months. The schedule included parts of five City Council Meetings, plus three community focus group meetings and a community survey. A Strategic Planning Committee (sub-committee of the Council) was formed to start and guide the effort. The consultant cost, including the action plan, was approximately \$20,000 plus expenses (\$15,000 for the initial contract; \$4,600 for the extension).

If Council directs the City Manager to initiate the process for a new FY16 – FY20 strategic plan, staff will develop and issue an RFP for a strategic planning consultant who will advise and assist the Council on the process and development of a new strategic plan. A small Council-Staff task force could help select the consultant and collaborate with him/her regarding the Council discussions of the City mission, vision, and past, present and future goals, as well as the strategic planning process and schedule, including public input and comments on draft goals.

Ideally, the FY16-FY20 strategic plan should influence the FY16 budget process, and therefore Council should aim to have a new plan by February 2015. This creates a much tighter timeline than was used for the current strategic plan, and may require additional meetings outside of the regular Council schedule and multiple avenues for receiving stakeholder comments. The consultant can assist in developing a schedule mindful of the budget cycle and of the plan requirements. However, it will be important to conduct a planning process that results in a plan with strong and broad support, even if it overlaps with the FY16 budget process.

Other Resources

Council may be interested in the links below which connect to articles about strategic planning and community visioning. If you would like additional resources or have resources to suggest, please contact Bill Gardiner.

<http://www.mrsc.org/subjects/governance/strategic.aspx>

<http://www.orea.com/~~/media/Files/Leadership/Leadership-Library/Strategy/Evaluating-Your-Associations-Strategic-Planning-and-Implementation-Christopher-LeClair.pdf>

<http://www.mrsc.org/subjects/governance/comvision.aspx>

16

Legislative priorities

To: Mayor Andrew Fellows and City Council
From: Bill Gardiner, Assistant City Manager *BG*
Through: Joe Nagro, City Manager *JN*
Re: Legislative Priorities and Legislative Dinner
Date: August 1, 2014

Issue: Discuss and Agree on Legislative Priorities for October 1st Legislative Dinner

Summary:

The College Park Legislative Dinner will be held at the University of Maryland Golf Course clubhouse on Wednesday, October 1st. The City hosts the legislative dinner in the fall to outline the City's legislative priorities for the upcoming General Assembly session and for County Council consideration. Given the likely need for federal funding for U.S. Route 1 improvements and the significant federal facilities and research investment in the City, the Mayor supported extending the invitation to our federal representatives.

Save the date invitations have been sent to our 21st District officials, our two County Council members, our County Executive, our U.S. Senators and Representative, and representatives from the Maryland Municipal League and the University of Maryland.

Recommendation:

The City's legislative priorities may include bond bills, legislation, or other issues that should be discussed with our elected officials. **In order for staff to prepare the materials for the dinner, Council should discuss and agree on the Legislative Dinner priorities and discussion topics during the Council Meeting on August 12th.**

Last year the Council had three legislative requests: removal of the sunset to allow continued use of the UMD Shuttle by residents; College Park entry into the Maryland Retirement System; and modifications to the exemption areas of the school facilities surcharge. The first two items were enacted into law, and the third item did not move forward. The Council also discussed state ethics legislation, opposition to a University of Maryland connector road study, and support for continued Highway User Revenue funding.

Council may identify specific legislation to present as it did last year. Additionally, it could consider identifying major opportunities in the City that may require collaboration and support at all levels of government in order to be realized, such as new transportation investments, revitalization in our commercial centers, or development of an innovation district near the metro station.

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Toll College Park

Exhibits/Attachments will be
provided by City Attorney

**RESOLUTION OF THE MAYOR AND COUNCIL
OF THE CITY OF COLLEGE PARK TO AUTHORIZE THE PERMANENT
CLOSURE AND VACATION OF ROSSBURG DRIVE SUBJECT TO CERTAIN
CONDITIONS**

WHEREAS, Toll Bros, Inc. (“Toll”) is the contract purchaser of certain real property (“Property”) located in Prince George’s County, Maryland. The Property is described in Exhibit “A”, which is attached hereto and incorporated herein by reference; and

WHEREAS, the current owners of the said Property are KNOX VILLAGE PARTNERS, LLC; KNOX BOX REALTY, LLC; AO ENTERPRISES, LLC; KNOX VILLAGE PARTNERS B, LLC, VIVERE III, LLC, MANUCHER BAHRAMI AND SORAYA BAHRAMI, jointly referred to herein as Owners; and

WHEREAS, Toll and the Owners previously requested that the City recommend approval of Detailed Site Plan No. DSP 13025 (“DSP”) for construction of student rental housing (“the Project”) to the Prince George’s County Planning Board (“Planning Board”) and the District Council for Prince George’s County, Maryland; and

WHEREAS, the DSP and construction of the Project are dependent upon the permanent closure and vacation of Rossburg Drive, currently in use as a public way under the jurisdiction of the City; and

WHEREAS, the Mayor and Council previously adopted Resolution 14-R-14 with respect to the permanent closure and vacation of Rossburg Drive, however, the entity nominated by Toll Bros, Inc. to take title to the Property at settlement and referenced in that Resolution has now been changed. This Resolution is intended to supersede and replace in its entirety Resolution 14-R-14; and

WHEREAS, Terrapin Row Property Owner, LLC (“Terrapin Row”) is the entity nominated by Toll Bros, Inc. to take title to the Property at settlement and, as such owner, agrees to pursue development of the Project in accordance with Detailed Site Plan DSP-13025 as currently approved or as amended with consent of the City, and in accordance with the Declaration of Covenants and Property Use Agreement (“Declaration”) between the City and Toll; and

WHEREAS, as part of the DSP approval process, Toll asked the City to agree to permanently close, and consent to the vacation of, Rossburg Drive, to enable the Project; and

WHEREAS, the City agreed to recommend approval of the DSP and to close, and consent to the vacation of, Rossburg Drive to enable the construction of the Project, and included this agreement in the Declaration and a separate Declaration of Covenants and Agreement Regarding Land Use between the City and KNOX VILLAGE PARTNERS, LLC; KNOX BOX REALTY, LLC; AO ENTERPRISES, LLC; and

WHEREAS, Rossburg Drive can be closed only when 1) all individuals residing at properties that front on and are accessed by Rossburg Drive no longer reside or have a legal right to reside in those properties, due to need for individual and emergency personnel access and for the delivery of City services, and 2) an alternative vehicle and pedestrian access to the area is provided by making Knox Road a two-way roadway; and

WHEREAS, Toll has applied for and been granted a City permit to work in the right of way in order to make Knox Road two-way, and this work has been completed; and

WHEREAS, an application for the vacation has been filed by Toll with the Prince George’s County Planning Board as Vacation Petition V- 13008, and Toll has requested that the City consent to the vacation; and

WHEREAS, once the vacation petition is granted, title to the area encompassed by Rossburg Drive will automatically revert to Toll and/or Terrapin Row as owner of the Property. Ownership of the Property by Toll and/or Terrapin Row is a condition precedent to the City's authorization to permanently close and consent to vacation of Rossburg Drive; and

WHEREAS, the City wishes to insure that, if the Project is not constructed as authorized by the DSP, or the DSP as amended with consent of the City, then the title to the area encompassed by Rossburg Drive shall revert by fee simple deed to the City for a public use; and

WHEREAS, the DSP and the Declaration include a requirement that Toll agree to and record a public pedestrian and bicycle access easement and a private garage access easement, both to be enforceable by the City; and

WHEREAS, the Mayor and Council have determined that it is in the public interest to proceed with the permanent closure, and to consent to the vacation, of Rossburg Drive, and to support Vacation Petition V-13008, subject to certain requirements that are included in this resolution.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of College Park based on the foregoing and as further set out herein to authorize the permanent closure, and to consent to the vacation, of Rossburg Drive and to support Vacation Petition V13-0008, subject to and dependent upon the following:

1. Prior to closure, the following shall have occurred:

a. None of the dwelling units currently fronting on and accessed by Rossburg Drive will be leased or otherwise occupied, and all legal rights to any such leasing or occupation shall have been permanently foreclosed.

b. The improvements to Knox Road allowing for two-way traffic shall have been installed pursuant to the permit and be operating to the City's satisfaction.

c. Title to the entire Property shall have been transferred by the Owners in fee simple to Toll and/or Terrapin Row.

2. Prior to the Planning Board hearing on Vacation Petition V13-0008, Toll, Terrapin Row and the City shall enter into an Amendment to the Declaration in substantially the form attached as Exhibit "B" to ensure that the area encompassed by Rossburg Drive will revert to the City by fee simple deed for a public purpose if the Project is not constructed as currently approved in the DSP, or as amended with consent of the City, and Toll and/or Terrapin Row Property Owner, LLC shall execute and deposit in escrow with the City a deed conveying the right of way proposed for vacation in V-13008 back to the City. The deed shall be in substantial conformance with the form attached hereto and made a part hereof as Exhibit "C". The City agrees to hold such deed in escrow as required by the Amendment, Exhibit "B".

3. Prior to the Planning Board hearing on Vacation Petition V-13008, Toll and/or Terrapin Row as owner(s) of the Property, shall enter into a Parking Easement Agreement in substantially the form attached as Exhibit "D".

4. Prior to the said Planning Board hearing, Toll and/or Terrapin Row as owner(s) of the Property shall enter into in Declaration of Public Use Easement in substantially the form attached as Exhibit "E".

5. In the event that title to the Property has not transferred from Owners to Toll and/or Terrapin Row on or before the date of the Planning Board hearing on Vacation Petition V-13008, or that Toll and/or Terrapin Row has not signed and delivered the Amendment to Declaration (Exhibit B), the Deed (Exhibit C) the Parking Easement Agreement (Exhibit D), the Public Use

Easement (Exhibit E) by that date, then the Council’s authority to permanently close Rossburg Drive and the City’s consent to the vacation of Rossburg Drive are not granted or approved.

ADOPTED by the Mayor and City Council of the City of College Park, Maryland at a special session on the 6th day of August, 2014.

EFFECTIVE the 6th day of August, 2014.

WITNESS:

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

Andrew M. Fellows, Mayor

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

Suellen M. Ferguson, City Attorney

**RESOLUTION OF THE MAYOR AND COUNCIL
OF THE CITY OF COLLEGE PARK TO AMEND THE DECLARATION OF
COVENANTS AND AGREEMENT REGARDING LAND USE BETWEEN THE CITY
AND TOLL BROS., INC. TO REQUIRE THAT THE ROSSBURG DRIVE RIGHT OF
WAY TO BE VACATED BY VACATION PETITION V- 13008 BE DEEDED TO THE
CITY IN THE EVENT THAT THE PROJECT AUTHORIZED BY DETAILED SITE
PLAN DSP-13025 IS NOT CONSTRUCTED**

WHEREAS, Toll Bros, Inc. (“Toll”) is the contract purchaser of certain real property (“Property”) located in Prince George's County, Maryland; and

WHEREAS, the current owners of the said Property are KNOX VILLAGE PARTNERS, LLC; KNOX BOX REALTY, LLC; AO ENTERPRISES, LLC, KNOX VILLAGE PARTNERS B, LLC, VIVERE III, LLC, MANUCHER BAHRAMI AND SORAYA BAHRAMI, jointly referred to herein as Owners; and

WHEREAS, Toll and the Owners previously requested that the City recommend approval of Detailed Site Plan No. DSP 13025 (“DSP”) for the construction of student rental housing (“Project”) to the Prince George’s County Planning Board (“Planning Board”) and the District Council for Prince George’s County, Maryland; and

WHEREAS, the DSP and construction of the Project are dependent upon the permanent closure and vacation of Rossburg Drive, currently in use as a public way under the jurisdiction of the City; and

WHEREAS, the City agreed to recommend approval of the DSP and to close, and consent to the vacation of, Rossburg Drive to enable the construction of the Project, and included this agreement in a Declaration of Covenants and Agreement Regarding Land Use (“Declaration”) between the City and Toll and a separate Declaration of Covenants and

Agreement Regarding Land Use between the City and KNOX VILLAGE PARTNERS, LLC; KNOX BOX REALTY, LLC; AO ENTERPRISES, LLC; and

WHEREAS, the Mayor and Council previously adopted Resolution 14-R-15 to amend the Declaration to require that the Rossburg Drive right of way be deeded to the City in the event that the Project authorized in Detailed Site Plan DSP-13025 is not constructed. However, the entity nominated by Toll Bros, Inc. to take title to the Property at settlement and referenced in Resolution 14-R-15 has now been changed. This Resolution is intended to supersede and replace in its entirety Resolution 14-R-15; and

WHEREAS, Terrapin Row Property Owner, LLC (“Terrapin Row”) is the entity nominated by Toll Bros, Inc. to take title to the Property at settlement and, as such owner, agrees to pursue development of the Project in accordance with Detailed Site Plan DSP-13025 as currently approved or as amended with consent of the City, and in accordance with the Declaration; and

WHEREAS, the City agreed to recommend approval of the DSP and to permanently close, and consent to the vacation of, Rossburg Drive to enable the construction of the Project, and included this agreement in a Declaration of Covenants and Agreement Regarding Land Use (“Declaration”) between the City and Toll, and a separate Declaration of Covenants and Agreement Regarding Land Use between the City and KNOX VILLAGE PARTNERS, LLC; KNOX BOX REALTY, LLC; and AO ENTERPRISES, LLC.; and

WHEREAS, once the vacation petition is granted, title to the area encompassed by Rossburg Drive will automatically revert to Toll and/or Terrapin Row as owner the Property. Ownership of the Property by Toll and/or Terrapin Row is a condition precedent to the City’s authorization to permanently close and consent to vacation of Rossburg Drive; and

WHEREAS, the City wishes to ensure that, if the Project is not constructed as authorized by the DSP, or the DSP as amended with consent of the City, then the title to the area encompassed by Rossburg Drive shall revert by fee simple deed to the City for a public use; and

WHEREAS, the Mayor and Council have determined that it is appropriate to amend the Declaration in substantially the form attached to include a requirement that Toll and/or Terrapin Row own the Property at the time of the Planning Board hearing with respect to Vacation Petition V-13008 and that in the event the Project is not constructed pursuant to the DSP, as currently approved or as amended with consent of the City, then the area encompassed in Rossburg Drive shall be transferred to the City by Toll and/or Terrapin Row, in fee simple by deed.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of College Park to authorize the amendment of the Declaration in substantially the form attached.

ADOPTED by the Mayor and City Council of the City of College Park, Maryland at a special session on the 6th day of June, 2014.

EFFECTIVE the 6th day of June, 2014.

WITNESS:

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

Andrew M. Fellows, Mayor

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

Suellen M. Ferguson, City Attorney

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Letters of
support to
NEA

August 6, 2014

Presenting & Multidisciplinary Works
National Endowment for the Arts
1100 Pennsylvania Avenue NW
Washington, DC 20506

To Whom It May Concern:

The City of College Park is pleased to support The Clarice Smith Performing Arts Center's current application to the NEA for community engagement activities related to their November 2015 performance of "Telling: College Park."

Community outreach in the City of College Park and other surrounding communities is building bridges and creating new and exciting relationships. "Telling: College Park" seeks to engage local veterans and their community in a dialogue that highlights their value, our respect, and creates an opportunity to educate, memorialize and celebrate.

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The City of College Park has an active Veterans Memorial Committee, American Legion, and other local groups that support our local military families. We celebrate our veterans twice every year, on Memorial Day and Veterans Day, but often times miss out on the individual stories that truly illuminate their experiences serving our country. The City of College Park is committed to helping The Clarice Smith Performing Arts Center make this project a success.

We look forward to partnering with The Clarice Smith Performing Arts Center to develop and present "Telling: College Park" and encourage you to fund this project that recognizes our local heroes.

Sincerely,

Andrew M. Fellows
Mayor

August 6, 2014

Presenting & Multidisciplinary Works
National Endowment for the Arts
1100 Pennsylvania Avenue NW
Washington, DC 20506

To Whom It May Concern:

The City of College Park is pleased to support The Clarice Smith Performing Arts Center's current application to the National Endowment for the Arts for community engagement activities related to their September 2015 project "At War With Ourselves."

The arts play an important role in enriching our communities by inspiring creativity and bringing people together through unique experiences. "At War with Ourselves" will expose our City and State to spoken word, choral works, instrumental pieces, interpretive movement, and other artistic mediums, while delivering an important message about our history, our present, and our path forward in a diverse and ever-changing society.

A civic dialogue is already inspiring our community members, businesses, artists, leaders, and academics to come together to develop this rich composition. The creative process to develop this project will provide opportunities to educate and will bring together a diverse community from across the state of Maryland. "At War With Ourselves" promotes the message of inclusion and respect – a message that is vital for all to hear. For this reason, we hope the NEA will commit their support to this exciting and worthwhile endeavor.

The City of College Park is looking forward to partnering with The Clarice Smith Performing Arts Center to develop and implement community events and activities surrounding "At War with Ourselves" that will inspire, educate, and encourage positive change across Maryland.

Sincerely,

Andrew M. Fellows
Mayor

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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
Cory Sanders	Resident (1)	District 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
Betty Gales 06/17/14	District 1	M&C	06/17

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
VACANT	District 3	Mayor	
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
David Iannucci (07/15/14)	Class C Director	City and University	End of CY 2014
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
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
Maia Sheppard 07/15/14	District 2	M&C	07/16
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 Rodenhause 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 Quality of Life Committee			
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-	UMD Administration – Rep 4	University	04/16

Blackwell (Office of Community Engagement)			
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
	UMD Student 5	Nat'l Pan-Hell. Council, Inc. / United Greek Council	
	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). Amended July 15, 2014 to change the name (14-R-23). 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
VACANT	District 1	M&C	
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
Solonnie 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. On June 17, 2014 the Council voted to sunset the Rent Stabilization law effective September 1, 2014, at which time this Board will be removed.</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.			